

**TRANSFER OF APPROPRIATIONS**

Pittsburg County, Oklahoma

Fiscal Year Ending June 30, 2020

To the Honorable Governing Board:  
Due to a need which has arisen in my office or department, and under the authority of 68 O.S. § 3021 and 62 O.S. § 461, I hereby request additional appropriations for current expense in the \_\_\_\_\_ fund as shown in exhibit B. I further state that I have obtained written consent to the cancellation of \_\_\_\_\_ appropriations balances detailed in Exhibit A as evidenced by the signature of the department heads in schedule 2. The reason for this requested transfer is as follows:

Respectfully submitted this day of \_\_\_\_\_  
Signature and Title of Officer(s)/Department Head(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONSENT TO CANCEL:**  
I (we) the undersigned official(s)/department head(s) of the above named governmental agency do hereby consent to the cancellation of appropriation balances detailed in Exhibit A.  
Signature and Title of Officer(s)/Department Head(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONSENT TO CANCEL AND REQUEST FOR ADDITIONAL NEEDS:**  
We the undersigned Governing Board under authority of 68 O.S. § 3021 and 62 O.S. § 461, do hereby consent to the cancellation of the appropriation balances detailed in exhibit A and request that the revenues released be appropriated to the accounts detailed in Exhibit B. We further state that this request is made due to the following reason:

Jail Reserve

Done in a meeting of the Governing Board of the said government agency and recorded in the minutes of the Secretary or Clerk of said board and signed at this day of 27th this day of April 2020

\_\_\_\_\_  
Secretary/Clerk  
\_\_\_\_\_  
Chairman  
\_\_\_\_\_  
\_\_\_\_\_

**NOTICE TO COUNTY EXCISE BOARD:**  
Pursuant to 62 O.S. § 461, the undersigned County Clerk of \_\_\_\_\_ County, Oklahoma, gives notice to the \_\_\_\_\_ County Excise Board that there has been a transfer of appropriations following the approval by the governing board of \_\_\_\_\_.

ATTEST:  
\_\_\_\_\_  
County Clerk  
\_\_\_\_\_  
Date

Exhibit A  
 Unencumbered appropriations account balances as of April 27, 2020 and schedule of amounts to be cancelled.

Account #	Name of Account	Office/Department	Unencumbered Balance	Consent to cancel by Officer	Cancelled by Governing Board
Jail-MD	Jail M+D	BCC		87501.25	
			TOTAL:	87501.25	

Exhibit B  
 Additional appropriations requested for remainder of fiscal year ending June 30, 2020

Account #	Purpose or Name of Account	Office/Department	Amount Requested	Approved by Governing Board
Jail-4	Jail Reserve	BCC	87,501.25	
			TOTAL:	87,501.25

Note: the total amount of additional appropriations may not exceed the total amount approved for cancellation.

REVISION	DATE

INDEX OF SHEETS

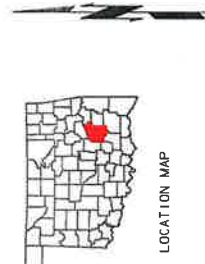
0001 TITLE SHEET  
 0002 TYPICAL SECTIONS  
 0003 QUANTITIES (ROADWAY)  
 0004 QUANTITIES (TRAFFIC)  
 0005 SUMMARY OF PAV QUANTITIES (TRAFFIC)

STATE OF OKLAHOMA  
 DEPARTMENT OF TRANSPORTATION

PLAN OF PROPOSED  
**COUNTY ROAD**  
 PROJECT NO. CIRB-261D(???)RB  
 STATE JOB NO. 32358(04)  
 COLD IN PLACE RECYCLE PLANS

**PITTSBURG COUNTY**  
 CROWDER BLOCKER ROAD  
 LATITUDE: 35° 07' 06.70" N  
 LONGITUDE: 95° 40' 31.50" W

SURVEY DATA  
 1. HORIZONTAL CONTROL FOR THE RESURFACING  
 A. HORIZONTAL CONTROL FOR THE RESURFACING  
 IS THE CENTERLINE OF CROWDER BLOCKER ROAD.



DESIGN DATA

ADT 2020	= 600
ADT 2040	= 892
FLEX BSALS	= 45 mph
	= 4.0' M
	(20 YR)

SCALES

PLAN	1" = 100'
PROFILE HOR.	1" = 100'
VER.	1" = 10'
LAYOUT MAP	1" = 5280'

- CONVENTIONAL SYMBOLS
- PROPOSED ROAD
  - RAILROADS
  - RANGE & TOWNSHIP
  - SECTION LINES
  - QUARTER SECTION LINES
  - FENCES
  - GROUND LINE
  - EXISTING ROADS
  - BASE LINE
  - GRADE LINES
  - TELEPHONE & TELEGRAPH
  - POWER LINES
  - BUILDINGS
  - DRAINAGE STRUCTURES - IN PLACE
  - DRAINAGE STRUCTURES - NEW
  - RIGHT-OF-WAY LINES - EXISTING
  - RIGHT-OF-WAY LINES - NEW
  - RIGHT-OF-WAY FENCE

THE FOLLOWING STANDARDS  
 DRAWINGS WILL BE PART OF THIS PROJECT:

2009 STANDARDS	TRAFFIC
ROADWAY	TCS1-1-01
ASCD-5-2	TCS2-1-00
POT-1-3	TCS3-1-01
	TCS4-1-00
	TCS5-1-00
	TCS6-1-02
	TCS7-1-02
	TCS8-1-01
	TCS9-1-01
	TCS10-1-00
	TCS11-1-01
	TCS12-1-00
	TCS13-1-00
	TCS14-1-00
	TCS15-1-00
	TCS16-1-01
	TCS17-1-02

APPROVED:

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019

BOARD OF COUNTY COMMISSIONERS  
 PITTSBURG COUNTY, OKLAHOMA

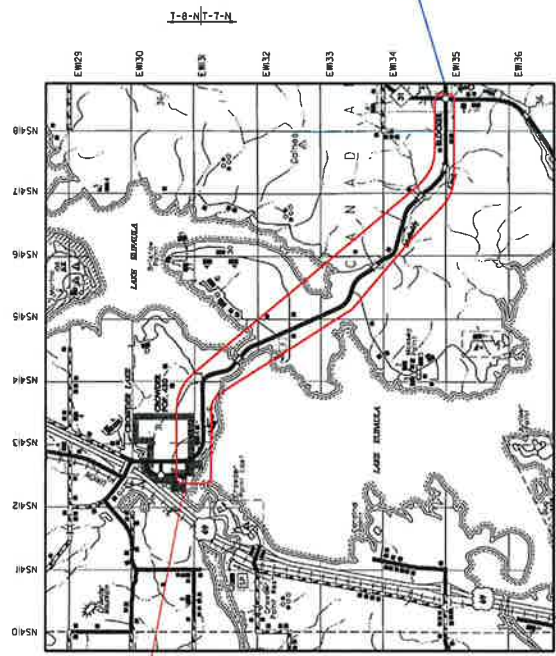
CHAIRMAN \_\_\_\_\_

COMMISSIONER \_\_\_\_\_

COMMISSIONER \_\_\_\_\_

ATTEST \_\_\_\_\_

COUNTY CLERK \_\_\_\_\_



ROADWAY LENGTH ..... 43,031.00 FT ..... 8.15 MI  
 BRIDGE LENGTH ..... 0.00 FT ..... 0.00 MI  
 PROJECT LENGTH ..... 43,031.00 FT ..... 8.15 MI  
 ELEVATIONS: ..... NONE  
 EXCEPTIONS: ..... BRIDGE A ..... 564.00 FT

SUBMITTED BY:  
 SHELLY WELLS, P.E.  
 ENGINEERING DISTRICT  
 203 MIDWAY, OKLAHOMA  
 PHONE: (580) 326-9191

JAMES S. WALSH, P.E.  
 OKLAHOMA REGISTERED PROFESSIONAL ENGINEER  
 REG. NO. 19766

---

OKLAHOMA  
 DEPARTMENT OF TRANSPORTATION  
 FEDERAL HIGHWAY ADMINISTRATION

DATE APPROVED \_\_\_\_\_  
 BY \_\_\_\_\_  
 PROJECT NO. JJ-2358(005)RB

---

DATE APPROVED \_\_\_\_\_  
 BY \_\_\_\_\_  
 PROJECT NO. JJ-2358(005)RB

DATE APPROVED \_\_\_\_\_  
 BY \_\_\_\_\_  
 PROJECT NO. JJ-2358(005)RB

FOR TECHNICAL SYMBOLS REFER TO THE FEDERAL HIGHWAY ADMINISTRATION'S "STANDARD SYMBOLS FOR ROADWAY CONSTRUCTION," FEDERAL HIGHWAY ADMINISTRATION, JANUARY 4, 2012. APPROVED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, JANUARY 4, 2012.

Date: April 27, 2020

JP #: 32358(04)

Proj. # J3-2358(004)RB

County/City  
**NO NEW RIGHT-OF-WAY**  
Utility and Encroachment Affidavit

I, Charlie Rogers, Commissioner/authorized official for Pittsburg County/City, hereby certify the following statements to be true and correct by checking each statement that applies regarding the utilities and encroachments status.

**UTILITIES**

- There are NO utilities in conflict, with construction of this project.
- ALL utilities have been relocated and are completely clear of construction on this project.
- ALL utilities will be clear of construction on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ENCROACHMENTS**

- There are NO encroachments in conflict with the construction of this project.
- All encroachments have been removed and are clear of construction on this project.
- All encroachments will clear construction on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.
- There are no property owner(s) or tenant(s) being displaced.

**NO NEW RIGHT-OF-WAY**

- There is NO new right-of-way required for this project. This project will be constructed within the existing right-of way.

I understand checking next to any statement above, I am certifying that it is true and correct. I also agree that if the contractors begin construction activities and there are any utilities or encroachments that were not relocated as stated, the County/City will be responsible for any and all damages and/or down time claims that may arise.

\_\_\_\_\_  
County Commissioner or authorized official

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

Please return to: Right-of-Way & Utilities Division, Acquisition Branch/LPA Projects, 200 NE 21<sup>st</sup>, Room 3-C4, OKC, OK 73105

# Addendum

The parties hereby agree and state that CertArus will maintain ownership of the fuel train and burner conversion until such time as Pittsburg County consumes 400,000 DGEs. Once Pittsburg County has consumed up to and at least 400,000 DGEs Pittsburg County will assume ownership of the equipment.

Approved this 27<sup>th</sup> day of April, 2020

Clint Eaves

*Clint Eaves*

\_\_\_\_\_  
CertArus

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

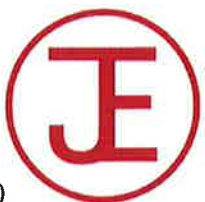
\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice-Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
District Attorney

\_\_\_\_\_  
County Clerk



# JE Systems, Inc.

**"Protecting and Connecting Your Business  
with Innovative Communications, Life  
Safety and Security Solutions"**

**Since 1964**

04/20/2020

Quote 953616

Proposed By JE Systems, Inc. For Pittsburg County Court House  
P.O. Box 6246 115 E. Carl Albert  
Fort Smith, AR 72906 McAlester, OK 74501  
AR Lic.# E03-081  
OK Lic # 882

Services to be provided at: Same

JE Systems, Inc. will perform the following services pursuant to the terms and conditions listed in this agreement.

Service Type: Testing and Inspection Agreement

- \*Test and Inspection only
- \*Annual Testing and Inspection in accordance with NFPA 13,25 &72 Guidelines
- \*NFPA 13, 25&72 Testing and Inspection Documentation to include a list of any deficiencies
- \*Customer assisted visits

Price for the above Listed Services: \$1,985.00 plus applicable taxes

Special Instructions: Agreement Period: One year from date of signature.

P.O. Box 6246  
Fort Smith, AR 72906  
PH: 479-783-2756  
FAX: 479-782-2800

Regulated by:

Arkansas Board of Private Investigators and Private Security Agencies  
#1 State Police Plaza Drive  
Little Rock, AR 72209 (501) 618-8600



**JE Systems, Inc.**

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Since 1964

04/20/2020

Quote 953616

## **Fire Alarm Testing and Inspection Provisions**

JE Systems, Inc. proposes to test and inspect the Fire Alarm Systems at Pittsburg County Court House as described in the list of devices attached.

Testing and Inspection

Testing Intervals: Annual

The annual inspection will be scheduled by JE Systems, Inc. in advance to insure that the proper factory trained technicians can perform all necessary testing and inspection in all areas of the facility, including areas that will require a representative from Pittsburg County Court House to accompany the technician.

Task will include: System performance, inspection, and testing of the fire alarm control equipment.

If any of the devices to be tested or inspected, are out of reasonable reach, Pittsburg County Court House will provide any equipment needed to gain safe access to these devices. JE System, Inc. can, with advanced notice, provide this equipment at an additional charge.

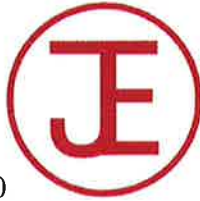
JE Systems, Inc. will provide all documentation required by NFPA 13, 25 & 72, at the completion of the testing and inspection

P.O. Box 6246  
Fort Smith, AR 72906  
PH: 479-783-2756  
FAX: 479-782-2800

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## **Equipment to be Tested and Inspected**

The following is a list of devices to be tested and inspected at Pittsburg County Court House.

- 1 Fire Alarm Control Panel
- 1 Remote Annunciator
- 1 Notification Expanders
- 130 Smoke Detectors
- 9 Heat Detectors
- 21 Manual Pull Stations
- 124 Audio Visual Devices *\*Horns/Strobes*
- 13 Monitor Modules
- 4 Relay Modules
- 8 Sprinkler Tamper Switches
- 8 Sprinkler Flow Switch
- 4 Batteries

### **Testing and Inspection Services:**

JE Systems, Inc. factory trained technicians will, per NFPA 72 requirements, perform all inspections and functional tests of the existing Fire Alarm System. All tests will be scheduled in advance with Pittsburg County Court House to insure safe access and transition to all areas.

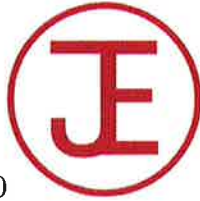
JE Systems, Inc. will provide a list of all existing devices and their location by area or description of area. A list of any discrepancies and recommendations for correction will be provided to Pittsburg County Court House.

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Quote 953616

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified for Pittsburg County Court House.

DATE ACCEPTED: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PURCHASE ORDER: \_\_\_\_\_

P.O. Box 6246  
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PH: 479-783-2756  
FAX: 479-782-2800

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04/20/2020

Quote 953616

## **Specification for Testing and Inspection**

### **Control Panel**

Activate each zone and check the following:

- \*Operation of zone light
- \*Operation of Auxiliary Functions
- \*Output to remote annunciators
- \*Operation of trouble lamps and devices

### **Pull Stations**

- \*Test for alarm by pulling down handle
- \*Verify zone annunciation

### **Heat Detectors**

- \*Use listed testing device to raise temperature of rate of rise heat detectors to test for alarm
- \*Test fixed temperature heat detectors by shorting across terminals  
Any fixed temperature heat detectors will have to be replaced upon activating by increasing temperature
- \*Verify zone annunciation

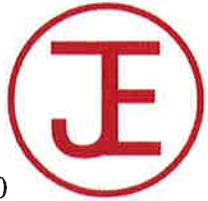
### **Smoke and Duct Detectors**

- \*Test detectors with listed smoke generating device
- \*Check operation of indicating lamps
- \*Check for proper location
- \*Verify zone annunciation

P.O. Box 6246  
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04/20/2020

Quote 953616

## **Audible Signal Devices**

- \*Check for audibility
- \*Check for proper location

## **Visual Signal Devices**

- \*Check for illumination
- \*Check for proper location

## **Door Holders**

- \*Check for release on alarm

## **Batteries**

- \*Check for leakage, corrosion, and connection
- \*Disconnect AC power and operate system on battery power
- \*Load test
- \*Charger and discharge test

## **Flow Switches**

- \*Open inspectors test valve 25%
- \*Verify zone annunciation

## **Tamper Switches**

- \*Close valve 25%
- \*Verify annunciation and audible signal

## **General**

- \*Test each device for alarm once annually
- \*Check zones for trouble reporting 2 to 3 times
- \*If stand by power is other than battery, power type should be noted
- \*NFPA 72 Documentation for Testing and Inspection

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FAX: 479-782-2800

Regulated by:

Arkansas Board of Private Investigators and Private Security Agencies  
#1 State Police Plaza Drive  
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*Board of County Commissioners, Pittsburg County*

*Charlie Rogers  
District #1*

*Kevin Smith  
District #2*

*Ross Selman  
District #3*

April 27, 2020

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

RE: Bid No. 13 – New Internet Phone Systems, Including Hardware, Monthly Services and Tech Support

Dear Mrs. Trammell,

The Board of County Commissioners have decided to reject all bids for Bid No. 13 due to the downturn in the economy and the projected revenue loss that is sure to limit funds in the upcoming fiscal year.

We believe that a major expense, such as this, is not an emergency and can therefore be re-bid at a later date.

If you have any questions or comments, please do not hesitate to contact our office at your convenience.

Sincerely,

Charlie Rogers  
Chairman

<b>APPLICATION FOR FEDERAL ASSISTANCE</b>	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION	3. DATE RECEIVED BY STATE	State Application Identifier
Application Non-Construction Preapplication Non-Construction	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
<b>5. APPLICANT INFORMATION</b>		
Legal Name Pittsburg County	Organizational Unit PITTSBURG COUNTY CRIMINAL JUSTICE CENTER	
Address 1210 N. West St. McAlester, Oklahoma 74501-2306	Name and telephone number of the person to be contacted on matters involving this application Padgett, Julie (918) 423-5858	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 73-6006407	7. TYPE OF APPLICANT law enforcement	
8. TYPE OF APPLICATION New	9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT COVID-19 PREVENTATIVE EQUIP/OVERTIME WE are requesting \$25,000 TOWARDS MASK, GLOVES, DISINFECTION FOG MACHINES, DISINFECTANT CHEMICALS, AND PROTECTIVE EQUIPMENT FOR THE DETENTION OFFICERS AND STAFF MEMBERS. \$100,000 FOR OVERTIME FOR EMPLOYEES COVERING SHIFTS AS EMPLOYEES BECOME ILL OR QUARANTINED DUE TO THE COVID-19 VIRUS. THE PITTSBURG COUNTY CRIMINAL JUSTICE CENTER HOUSES THE PITTSBURG COUNTY JAIL. THE JAIL HOLDS 224 INMATES. THERE ARE OVER 25 EMPLOYEES AT THIS FACILITY. THE JAIL IS ALSO A HOLDING CENTER FOR FEDERAL INMATES. THIS MONEY WILL GREATLY HELP OUR FACILITY PROTECT EMPLOYEES AND FIGHT THE COVID-19 VIRUS.	
<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.034</b>		
CFDA TITLE: Coronavirus Emergency Supplemental Funding Program		
<b>12. AREAS AFFECTED BY PROJECT</b>		
Pittsburg County is a county located in the U.S. state of Oklahoma. As of the 2010 census, the population was 45,837. Its county seat is McAlester. The county was formed from part of the county has a total area of 1,378 square miles. The Choctaw Nation in Indian Territory in 1907. U.S. Navy built an ammunition depot at McAlester during World War II. It employed 8,000 people in 1945. The U. S. Army took over the facility in 1977. The Corps of Engineers built Eufaula Lake between 1956 and 1964, which brought tourism, land development and a major source of hydroelectric power. Pittsburg County also is where the Oklahoma State Penitentiary is located.		
<b>13. PROPOSED PROJECT</b> Start Date: May 01, 2020		<b>14. CONGRESSIONAL DISTRICTS OF</b>

End Date: May 01, 2021		a. Applicant
		b. Project OK02
<b>15. ESTIMATED FUNDING</b>		<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b>  Program has not been selected by state for review
Federal	\$125,000	
Applicant	\$0	
State	\$0	
Local	\$0	
Other	\$0	
Program Income	\$0	
<b>TOTAL</b>	<b>\$125,000</b>	<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b>  N
<b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.</b>		

Close Window

U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance



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## Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant Solicitation

CFDA #16.034

**Solicitation Release Date: March 30, 2020**

**Application Deadline: 11:59 p.m. eastern time on May 29, 2020**

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The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications for the Coronavirus Emergency Supplemental Funding Program.

This solicitation incorporates the OJP Grant Application Resource Guide by reference. The OJP Grant Application Resource Guide provides guidance to applicants on how to prepare and submit applications for funding to OJP. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

### Eligibility

The following entities are eligible to apply:

- States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments that were identified as eligible for funding under the Fiscal Year (FY) 2019 State and Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program are eligible to apply under the Coronavirus Emergency Supplemental Funding (CESF) Program solicitation. NOTE: Only the State Administering Agency that applied for FY 2019 JAG funding for a state/territory may apply for the state allocation of CESF funding.

The eligible allocations for the FY 2020 CESF Program can be found at:  
<https://bjaojp.gov/program/fy20-cesf-allocations>.

For the purposes of the CESF Program, please note the following:

- The term "states" includes the District of Columbia, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, and American Samoa. (Throughout this solicitation, each reference to a "state" or "states" includes all 56 jurisdictions.)



- The term “units of local government” includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state, or a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.
- All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

### **Contact information**

For technical assistance with submitting an application, contact the Grants Management System (GMS) Support Hotline at 888-549-9901, option 3, or via email at [GMS.HelpDesk@usdoj.gov](mailto:GMS.HelpDesk@usdoj.gov). The GMS Support Hotline operates 24 hours a day, 7 days a week, including federal holidays

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the NCJRS Response Center contact identified below **within 24 hours after the application deadline** to request approval to submit its application after the deadline. Additional information on reporting technical issues appears under “Experiencing Unforeseen GMS Technical Issues” in the **How to Apply (GMS)** section in the [OJP Grant Application Resource Guide](#).

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); by email at [grants@ncjrs.gov](mailto:grants@ncjrs.gov); by fax to 301-240-5830; or by web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date.

### **Post-Award Legal Requirements Notice**

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance). OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

### **Deadline details**

Applicants must register in GMS at <https://grants.ojp.usdoj.gov/> prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the “Apply Online” button associated with the solicitation title. All registrations and applications are due by 11:59 p.m. eastern time May 29, 2020.

For additional information, see the “How to Apply (GMS)” section in the [OJP Grant Application Resource Guide](#).

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# Coronavirus Emergency Supplemental Funding Program Solicitation CFDA # 16.034

## A. Program Description

### Overview

The Coronavirus Emergency Supplemental Funding (CESF) Program will provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus.

**Statutory Authority:** The CESF Program is authorized by Division B of H.R. 748, Pub. L. No. 116-136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C.

### Permissible uses of Funds

Funds awarded under the CESF Program must be utilized to prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

Expenditures which require prior approval – There are no specific prohibitions under the CESF Program other than the unallowable costs that are identified in the DOJ Grants Financial Guide; however, the following items should be identified during application and appropriately justified as noted:

- **Individual items costing \$500,000 or more** – if the recipient intends to purchase an individual item that costs \$500,000 or more, those item(s) should be identified and thoroughly justified by the grantee and receive written prior approval from BJA post-award through the submission and approval of a Grant Adjustment Notice (GAN). Costs must be reasonable to receive approval.
- **Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV)** – if the recipient requests to purchase an UAS, UA, and/or UAV, Federal Aviation Administration approval must be obtained as outlined here: [https://www.faa.gov/news/fact\\_sheets/news\\_story.cfm?newsId=22615](https://www.faa.gov/news/fact_sheets/news_story.cfm?newsId=22615). Documentation related to these purchases should be included with the application or the applicant must receive written prior approval from BJA post-award through the submission and approval of a GAN.

Draw-down – Consistent with the CESF Program's purposes, which involve assistance in responding to the present national emergency in connection with the coronavirus, OJP has determined that eligible states (or State Administering Agencies) or units of local government may draw down funds either in advance or on a reimbursable basis. To draw down in advance, funds must be placed in an interest-bearing account, unless one of the exceptions

in 2 C.F.R. § 200.305(b)(8) apply. This interest-bearing account must be dedicated specifically for the CESF Program award, and funds from other awards or sources may not be commingled with the funds in the account established for the CESF Program award. It is not necessary that the interest-bearing account be a "trust fund." For additional information, see [2 C.F.R. § 200.305](#).

Prohibition of supplanting – Funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

Limitation on direct administrative costs – Funds may not be used for direct administrative costs that exceed 10 percent of the total award amount.

## B. Federal Award Information

Maximum number of awards BJA expects to make	1,873
Period of performance start date	January 20, 2020
Period of performance duration	2 years

Recipients have the option to request a one-time, up to 12-month extension. The extension must be requested via GMS no fewer than 30 days prior to the end of the performance period.

The expected eligible allocations for the FY 2020 CESF Program can be found at: <https://bjia.ojp.gov/program/fy20-cesf-allocations>.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

### Type of Award<sup>1</sup>

BJA expects to make awards under this solicitation as grants. See the "Administrative, National Policy, and Other Legal Requirements" section of the [OJP Grant Application Resource Guide](#) for additional information.

### Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements<sup>2</sup> as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See [OJP Grant Application Resource Guide](#) for additional information.

### Budget Information

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provision in the "Financial Information" section of the OJP Grant Application Resource Guide.

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<sup>1</sup> For purposes of this solicitation, the phrase "pass-through entity" includes any recipient or subrecipient that provides a subaward ("subgrant") to carry out part of the funded award or program.

<sup>2</sup> The "Part 200 Uniform Requirements" means the DOJ regulation at 2 C.F.R. Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

### **Cost Sharing or Match Requirement**

The CESF Program does not require a match.

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Pre-agreement Costs \(also known as Pre-award Costs\)](#)

[Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs](#)

[Costs Associated with Language Assistance \(if applicable\)](#)

## **C. Eligibility Information**

For eligibility information, see the title page.

For information on cost sharing or match requirements, see [Section B. Federal Award Information](#).

## **D. Application and Submission Information**

### **What an Application Should Include**

See the "Application Elements and Formatting Instructions" section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements. (This solicitation expressly modifies the "Application Elements and Formatting Instructions" section of the OJP Grant Application Resource Guide by **not** incorporating paragraph two of that section (referring to nonresponsive applications or applications missing critical elements not "[proceeding] to peer review"). The solicitation further expressly modifies the "Application Attachments" section of the OJP Grant Application Resource Guide by **not** incorporating the "Applicant Disclosure of Pending Applications," "Applicant Disclosure and Justification – DOJ High Risk Grantees," and "Research and Evaluation Independence and Integrity" provisions.)

### **1. Application for Federal Assistance (Standard Form (SF)-424)**

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

**Intergovernmental Review:** This solicitation ("funding opportunity") is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website:

[https://www.whitehouse.gov/wp-content/uploads/2020/01/spoc\\_1\\_16\\_2020.pdf](https://www.whitehouse.gov/wp-content/uploads/2020/01/spoc_1_16_2020.pdf)

If the applicant's state appears on the SPOC list, the applicant must contact the State SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: "Program is subject to E.O. 12372, but has not been selected by the State for review.")



**2. Program Narrative**

Describe the specific coronavirus prevention, preparation, and/or response efforts that will be addressed with this funding and include a summary of the types of projects or items that will be funded over the 2-year grant period.

**3. Budget Information and Associated Documentation**

Please note that the budget narrative should include a full description of all costs, including administrative costs or indirect costs (if applicable).

See the Budget Preparation and Submission Information section of the [OJP Grant Application Resource Guide](#) for details on the Budget Detail Worksheet, and on budget information and associated documentation, such as information on proposed subawards, proposed procurement contracts under awards, and pre-agreement costs.

**This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Information on proposed subawards” provision in the “Budget Preparation and Submission Information” section of the OJP Grant Application Resource Guide.** Specifically, OJP is suspending the requirements for CESF grant recipients to receive prior approval (either at the time of award or through a Grant Adjustment Notice) before making subawards.

For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

**Please see the OJP Grant Application Resource Guide for information on the following:**

**4. Indirect Cost Rate Agreement (if applicable)**

See the Budget Preparation and Submission Information section of the OJP Grant Application Resource Guide for information.

**5. Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high risk status)**

**6. Disclosure of Lobbying Activities**

**How to Apply**

An applicant must submit its application through [GMS](#), which provides support for the application, award, and management of awards at OJP. Find information, registration, and submission steps on how to apply in GMS in response to this solicitation under **How to Apply (GMS)** in the [OJP Grant Application Resource Guide](#).

**E. Application Review Information**

**Review Process**

BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the nonpublic segment of the

integrity and performance system accessible through the System for Award Management (SAM) (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

**Important note on FAPIIS:** An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

## **F. Federal Award Administration Information**

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

### **Federal Award Notices**

#### **Administrative, National Policy, and Other Legal Requirements**

OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

In addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance).

For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the [OJP Grant Application Resource Guide](#).

### **Information Technology (IT) Security Clauses**

#### **General Information about Post-Federal Award Reporting Requirements**

Any recipient of an award under this solicitation will be required to submit the following reports and data:

**Required reports.** Recipients typically must submit quarterly financial status reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements.

OJP may restrict access to award funds if a recipient of an OJP award fails to report in a timely manner.



## **G. Federal Awarding Agency Contact(s)**

For OJP contact(s), see page 2 of this solicitation.

For contact information for GMS, see page 2.

## **H. Other Information**

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Freedom of Information and Privacy Act \(5 U.S.C. 552 and 5 U.S.C. 552a\)](#)

[Provide Feedback to OJP](#)

## Appendix A: Application Checklist

### Coronavirus Emergency Supplemental Funding Program: FY 2020 Solicitation

This application checklist has been created as an aid in developing an application.

#### What an Applicant Should Do:

##### *Prior to Registering in GMS:*

- Acquire a DUNS Number (see [OJP Grant Application Resource Guide](#))
- Acquire or renew registration with SAM (see [OJP Grant Application Resource Guide](#))

##### *To Register with GMS:*

- For new users, acquire a GMS username and password\* (see [OJP Grant Application Resource Guide](#))
- For existing users, check GMS username and password\* to ensure account access (see [OJP Grant Application Resource Guide](#))
- Verify SAM registration in GMS (see [OJP Grant Application Resource Guide](#))
- Search for and select correct funding opportunity in GMS (see [OJP Grant Application Resource Guide](#))
- Register by selecting the "Apply Online" button associated with the funding opportunity title (see [OJP Grant Application Resource Guide](#))
- Read OJP policy and guidance on conference approval, planning, and reporting available at [ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm](http://ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm) (see [OJP Grant Application Resource Guide](#))

If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 2)

\*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

#### Overview of Post-Award Legal Requirements:

- Review the ["Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2020 Awards"](#) in the [OJP Funding Resource Center](#).

**Scope Requirement:**

The eligible allocations for the FY 2020 CESF Program can be found at:  
<https://bia.ojp.gov/program/fy20-cesf-allocations>.

**Eligibility Requirement:**

States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments that were identified as eligible for funding under the FY 2019 State and Local JAG Program will be eligible to apply under the CESF Program solicitation. NOTE: Only the State Administering Agency that applied for FY 2019 JAG funding for a state/territory may apply for the state allocation of CESF funding.

**What an Application Should Include:**

- Application for Federal Assistance (SF-424) (see [OJP Grant Application Resource Guide](#))
- Intergovernmental Review (see page 6)
- Program Narrative (see page 7)
- Budget Detail Worksheet (see page 7)
- Budget Narrative (see page 7)
- Indirect Cost Rate Agreement (if applicable) (see page 7)
- Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))
- Disclosure of Lobbying Activities ([SF-LLL](#)) (see [OJP Grant Application Resource Guide](#))

1. **Name of the Project:** COVID 19 VIRUS RESPONSE AND PREVENTION
2. **Name of the Applicant Agency:** PITTSBURG COUNTY SHERIFF'S OFFICE
3. **Type of Agency: (mark one)**  
 State Agency  
 Private Non-Profit  
 Unit of Local Government  
 Tribal Government

**4. Agency Applicant Contact Information**

Address: 1210 N. WEST ST  
City: MCALESTER State: OK Zip: 74501-2306 (+4-digit)  
Area Code/Phone Number: 918-423-5858 Area Code/ Fax Number: 918-423-7303  
Agency web address: NONE

**5. Federal Tax Identification Number:** 73-6006407

**6. Applicant Agency DUNS Number:** 025704813

**7. SAM database expiration date:** 1/14/2021

**8. Chief Executive Officer and Contact Information:** CHARLIE ROGERS

Title: CHAIRPERSON OF COUNTY COMMISSIONERS  
Address: 115 E CARL ALBERT PARKWAY  
City: MCALESTER State: OK Zip: 74501-5020 (+4-digit)  
Area Code/Phone Number: 918-423-1338  
E-mail Address: bocc@pittsburg.okcounties.org

The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the applicant agency. The Chief Executive Officer must be a state agency head, mayor, city manager, chairperson of the County Commission, Chairperson of the Board of Directors, or an authorized tribal leader. The Chief of Police or Sheriff is NOT authorized to sign this document.

**9. Project Director and Contact Information:** JULIE PADGETT

Title: FIRST DEPUTY  
Address: 1210 N WEST ST  
City: MCALESTER State: OK Zip: 74501-2306 (+4-digit)  
Area Code/Phone Number: 918-423-5858  
E-mail Address: jpadgett@pittsburgsheriff.com

**10. Fiscal Officer and Contact Information: Jennifer Hackler**

Title: PITTSBURG COUNTY TREASURER

Address: 115 E CARL ALBERT PARKWAY

City: MCALESTER State: OK Zip: 74501-5020 (+4-digit)

Area Code/Phone Number: 918-423-6895

E-mail Address:

**11. Federal Amount Requested: 94,939**

**12. Other Funding (FEMA, etc.) For This Project: (NA if no other funding)**

Source of Funds: N/A Amount: \_\_\_\_\_

Source of Funds: N/A Amount: \_\_\_\_\_

Source of Funds: N/A Amount: \_\_\_\_\_

Source of Funds: N/A Amount: \_\_\_\_\_

Source of Funds: N/A Amount: \_\_\_\_\_

**13. If awarded, these funds will go toward a project that is:**

- The highest priority (potential lifesaving, PPE, etc.)
- Enhancing a teleworking situation, or involving a non-life threatening situation
- A great need, but not a timely need

**14. Indirect Costs (Check the box that applies)**

**Request to Waive Indirect Costs**

The organization understands a request for indirect costs is voluntary and chooses **NOT** to request indirect costs for this grant. If the above box is **NOT** checked, select from one of the groups below.

**De minimis Indirect Cost Request**

Instruction: The de minimis indirect cost rate may be requested by:

- a) Non-profit organizations that have never negotiated a federal indirect cost rate.
- b) State and local units of government, and federally recognized tribal governments that receive less than \$35 million in direct federal funding and have never negotiated an indirect cost rate with a cognizant agency.

*Note: If this method is chosen, it must be used consistently until such time the organization chooses to negotiate an indirect cost rate.*

The organization certifies it has never negotiated an indirect cost rate and meets the qualifications for a de minimis rate of \_\_\_\_\_ (a whole number between 1% & 10%) for this grant.

If requesting the de minimis rate, please complete the Modified Total Direct Cost form and submit it as part of the grant application. **Modified Total Direct Cost Worksheet**

The amount of indirect direct costs requested must be based on the de minimis rate chosen above and can only be calculated by using the following budget categories:  
The de minimis rate can only be applied to the following budget categories:

- Personnel
- Benefits
- Travel (excluding travel requested for non-agency employees)
- Supplies/Operating
- Consultant/Contractor (only the first \$25,000 of each contract)
- Other (excluding scholarship costs)
- Equipment (dependent upon applicant's Asset Capitalization Policy)

Please note that capital expenditures are excluded from indirect cost calculations. Please submit a copy of your agency's Asset Capitalization Policy that shows the dollar amount the agency inventories purchases, including both furniture and IT.

If you agency does not have an Asset Capitalization Policy, please submit an affidavit to that effect. Your agency will fall under the federal definition of equipment: Equipment means the tangible personal property (including information technology systems having 1) a useful life of more than one year and 2) a per-unit acquisition cost of \$5,00 or greater.

Excluded from the distribution base for the indirect calculation are: rental costs (including equipment rental, facility rental, and transitional housing rent paid on behalf of a victim); and leasing costs (including vehicle leases).

Note: A copy of the Modified Total Direct Cost form and a copy of your agency's Asset Capitalization Policy must be included with the application.

**Organizations with Negotiated Indirect Cost Agreements**

The organization requests the approved negotiated rate of \_\_\_\_\_ %. The agreement is for the following period: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_.  
The negotiated rate agreement is based on the following budget categories:

*Note: A copy of the current indirect cost agreement must be included with this application.*

The organization has an approved negotiated rate of \_\_\_\_\_ %; however, in order to allow a greater share of the program funds for direct program costs, the organization voluntarily chooses to charge a lesser rate of \_\_\_\_\_ % for this grant. The agreement is for the following period: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_.  
The negotiated rate agreement is based on the following budget categories:

The negotiated rate agreement is based on the following budget categories:

*Note: A copy of the current indirect cost agreement must be included with this application.*

**Organizations Requesting to Negotiate an Indirect Cost Rate**

State and local units of government, and federally recognized tribal governments receiving between \$35 million and \$125 million in direct federal funding that have never negotiated an indirect cost rate, and any non-profit organization (regardless of how much federal funding is received) that has never negotiated an indirect cost rate, may choose to negotiate a rate with the District Attorneys Council (DAC), provided the DAC is the

appropriate cognizant agency (e.g. DAC is the organization's major federal funding source). In order to negotiate an indirect cost rate with the DAC, you may do so by completing an Indirect Cost Proposal. Please contact DAC for guidance at 405-264-5008. *Note: If the organization is currently receiving de minimis indirect costs on any federal grant, what is the de minimis rate? Grant name:*

The organization requests the negotiated indirect cost rate of \_\_\_\_\_ %, as agreed upon by this organization and the DAC, pursuant to the cost allocation plan currently in use by the organization, modified total direct costs, or another methodology that provides a fair and equitable distribution of costs to all programs that benefit from the overhead in accordance with 2 CFR Part 200. A copy of the approved indirect cost agreement between the organization and the DAC must be attached to this application.

*Note: If the organization is currently receiving de minimis indirect costs on other federal grants, what is the de minimis rate? Grant name(s): \_\_\_\_\_ . Please note, once there is a negotiated rate, the organization no longer qualifies for a de minimis indirect cost rate and must use the negotiated rate on all federal awards.*

*Note: Organizations receiving more than \$125 million in direct federal funding that wish to negotiate an indirect cost rate must go through their federal cognizant agency.*

*A list of federal cognizant agencies can be found at <https://www.dol.gov/oasam/boc/dcd/dcd-agency-list.htm>*

For more information on indirect costs, see 2 CFR Part 200, [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

## 15. Start Date of the Grant

This grant allows for a backdated start date of the grant/project if certain conditions are met. The grant can be backdated to January 20, 2020; however it was not until March 15, 2020, that Governor Stitt activated the State Emergency Operation Plan. Expenses incurred prior to March 15, 2020 can be requested subject to the following: 1) Was the expense related to coronavirus prevention, preparation, and/or response efforts, 2) Was the expense included in your budget prior to March 15, 2020 (supplanting). If yes on 1 and no on 2, you can request the grant to be backdated and these expenses requested

## Needs Assessment

*This is not an application requirement and only a tool to help you determine needs in your agency.*

Below are questions and a checklist to help determine your needs in formulating your request.

1. Number of Sworn Staff
2. Type of agency: **Law Enforcement**, Corrections/Detention, Probation, Prosecutor/Public Defender Office, Courts, Other \_\_\_\_\_
3. Briefly describe the challenges your agency/department is facing due to COVID-19.
4. What is your short-term, immediate approach to deal with COVID-19 issues?
5. What potential service demands related to COVID-19 issues do you anticipate?
6. What is your long term approach to deal with COVID-19 issues?
7. What are your short- and long-term approaches to addressing absenteeism and staffing issues due to COVID-19 issues within your agency/department?



8. What tools can increase the effectiveness of communication channels dealing with COVID-19 issues with neighboring jurisdictions and response partners?
9. What are your top 5 needs to effectively respond to COVID-19?

Please number 1 through 5 with 1 being the greatest need.

1. Hand sanitizer
2. Hand soap
3. Cost of comprehensive sanitation and clearing of facilities
4. Overtime costs due to officers being out
5. Additional personnel (new positions)
6. Video conferencing equipment
7. Disposable examination gloves
8. Disposable isolation gown or single-use/disposable coveralls
9. NIOSH-approved particulate respirator (i.e., N-95 or higher-level respirator)
10. Facemasks/shields
11. Eye protection (goggles)
12. Disinfectant sprays or wipes
13. Costs associated with containment and disposal of PPE
14. Laundry services
15. COVID-19 Testing kits
16. Other \_\_\_\_\_

## **APPLICATION NARRATIVE**

Please describe the specific coronavirus prevention, preparation, and/or response efforts will be address with funding your proposed project. Include a summary of the types of projects or items to be funded. If this request is to address a life-threatening situation, please explain why.

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The Pittsburg County Sheriff's Office is located in McAlester, Ok the Office has 24 sworn deputies

The Sheriff's Office has been trying to keep the deputies in the field as much as possible to limit the possibility of one of the deputies being exposed to the Covid-19 Virus.

The deputies do have to return to the office to complete paperwork for the incident reports they have responded to on shared computers with other staff members. We are trying to purchase Ipad for the deputies plus 24 months of service on each of the 23 Ipad. There would also be the cost of the keyboards and mounting equipment for the vehicles. The Ipads would keep the deputies out in the field where they could use the Ipads to complete these incident reports without returning to the office. This limited contact with Dispatchers and other essential staff members will help eliminate some of the risks of the deputies exposing these employees who must remain in the office daily.

We have been trying to keep the Administration side of our building closed to the public, but our Dispatch center must remain open to the public for emergencies that occur. We are trying to prepare if there are Deputies, Dispatcher, or Staff members that become infected with the virus and are quarantined, that we will have to keep those shifts covered with healthy employees from other shifts. Our budget does not provide any funds for overtime compensation. We would like to be prepared that if these employees are required to cover other shifts as well as their own, we would be able to compensate them.

The Sheriff's office would also like to provide all of our employees the proper PPE to keep them protected as they respond to our residents to handle the emergencies that happen in our county daily. We would like to be able to provide the disincentive wipes for the deputies to keep in their vehicle and the chemicals to be able to clean our offices, lobby and dispatch center to prevent the spread of this virus as much as possible. The Deputies need the proper PPE equipment, hand sanitizer and other supplies as they respond to mostly rural areas on emergency calls. The Sheriff's office does not have the budget money for the added expense of all the supplies.

**2020 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM  
OVERALL BUDGET SUMMARY**

<b>CATEGORY</b>	<b>FEDERAL FUNDS REQUESTED</b>	<b>TOTAL PROJECT COST</b>
<b>A. Personnel</b>	50,000	50,000
<b>B. Benefits</b>	12,075	12,075
<b>C. Equipment <u>PPEs are in Equipment</u></b>	25,864	25,864
<b>D. Travel</b>	0	0
<b>E. Supplies and Operating Expenses</b>	7,000	7,000
<b>F. Facilities/Rental Expenses</b>	0	0
<b>G. Contractor/Consultant Expenses</b>	0	0
<b>H. Other</b>	0	0
<b>I. Indirect Costs</b>	0	0
<b>TOTAL</b>	<b>94,939</b>	<b>94,939</b>

**PLEASE NOTE**

**PPE's including masks, gloves, gowns, soap, disinfectants, etc are in budget Category C, Equipment**

**DETAILED BUDGET and NARRATIVE**  
**CATEGORY A and B – PERSONNEL and BENEFITS**

Directions:

1. List each position by name and title/position and list whether the position is new or existing in Column A.
2. List the percent of the employee's time that will be funded by the grant in Column B.
3. List the total annual salary for the position in Column C.
4. List the total benefits for the position in Column D. Fringe benefits should be based on actual known costs or an established formula; they are for the personnel listed in Column A and only for the percentage of time devoted to the project.
5. To calculate the Total Federal Funds Requested in Column E, multiply B x C x 90% = E.
6. To calculate the Total Federal Funds Requested in Column F, multiply B x D x 90% = F.
7. To calculate the Salary in Kind/Cash Match, multiply C x 10% = G.
8. To calculate the Benefits in Kind/Cash Match, multiply D x 10% = H.
9. To calculate Column I, total Columns E + F + G + H = I.

(A) Name of Employee/ Position / New (N) or Existing (E)	(B) % of Time Devoted to Project	(C) Total Annual Salary	(D) Total Amount of Benefits	(G) Total Project Cost B+C+D= GI
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
<b>TOTAL</b>	0	0	0	0

## Example

Davis Smith Project Director (N)	100%	\$44,000	\$12,000	\$4,400
Bob Jones Administrativ e Technician (N)	50%	\$35,000	\$20,000	\$3,500
<b>TOTAL</b>		<b>\$75,000</b>	<b>\$32,000</b>	<b>\$7,900</b>

**BUDGET NARRATIVE:**

The items we have requested funds are essential to fighting the spread of the Covid-19 virus. The budget our office has to work with will not allow us to make these purchases or to have the money to compensate our employees should they have to work overtime to keep all shifts covered.

**DETAILED BUDGET and NARRATIVE**  
**CATEGORY C – EQUIPMENT**  
**PPEs**

Directions:

1. List non-expendable items that are to be purchased. Expendable items should be included in the Supplies Category (See the Chart of Accounts in the Appendix for items to be included under equipment.)
2. Narrative: Provide an explanation of the equipment to be purchased. Explain how the equipment is necessary to the success of the project. Use additional pages if necessary.
3. **For all requested equipment (including Livescans), attach a price quote dated within one year of this application to the end of this application.**

Equipment	Quantity	Unit Price	Federal Funds Request	Total Project Cost
iPad <sup>7th</sup> Generation	20	160	3,200	3,200
24 month service for iPad's	20	36.80	17,664	17,664
<b>TOTAL</b>				<b>20,864</b>

**BUDGET NARRATIVE:**

The Pittsburg County Sheriff's Office will equip each Deputy with an Ipad so that they will not have to return to the office after responding on an emergency call to complete their incident report. This will help prevent the contact they will have with the dispatchers and the essential staff members at the office. Currently the Deputies share 3 computers located at the Sheriff's office. These computers are shared by all deputies and are an area of concern over the possibility of spreading the virus if one or more of the Deputies contract the Covid 19 virus.

**DETAILED BUDGET and NARRATIVE  
CATEGORY D – TRAVEL**

Directions:

1. Travel must be project related. Specify travel expenses of project personnel by purpose, such as travel to training, interjurisdictional travel, etc. (See the Chart of Accounts in the Appendix for items to be included under travel.)
2. Narrative: Provide an explanation of the travel being requested. Identify the personnel who will be using travel and the purpose of the travel. Explain how the travel is necessary to the success of the project. Use additional pages if necessary.

Destination	Airfare Costs	Per Diem	Mileage	Federal Funds Request	Total Project Cost
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
<b>TOTAL</b>	0	0	0	0	0

**Example**

List Name of Conference List Location	\$42 p/p x 4 days x 3 persons = \$504 per diem and \$125 per person x 4 nights x 3	\$225 x 3 persons = \$675 total	\$2679.00
--	---	------------------------------------	-----------



	persons = \$1500 Lodging for a total of \$2,004		
--	---	--	--

**BUDGET NARRATIVE:**

**DETAILED BUDGET and NARRATIVE**  
**CATEGORY E – SUPPLIES and OPERATING EXPENSES**

Directions:

1. General supplies include any materials that are expended or consumed during the project period. List items by type: such as paper, folders, etc. Show the basis for computation. Operating costs are expenses that are required to implement the project: such as telephone, utilities, photocopying, printing, and maintenance (See the Chart of Accounts in the Appendix for items to be included under supplies and operating expenses.)
2. Narrative: Provide an explanation of the supplies to be purchased. The narrative should serve as an explanation of the figures. Use additional pages if necessary.

Expense	Rate Per Month	Federal Funds Request	Total Project Cost
Face mask, gloves, disinfectant wipes, hand sanitizer, spray disinfectant	500	12,000	12,000
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>12,000</b>

**BUDGET NARRATIVE:**

The Deputies will need the face mask and gloves as they respond to emergency calls in our county. These items will help to protect them as they perform their essential job duties keeping our residents safe and protected during this trying time. The disinfectant wipes, disinfectant spray, & hand sanitizer will be used by the Deputies while responding in rural area on emergency calls and by essential staff members to keep the office cleaned.

**DETAILED BUDGET and NARRATIVE**  
**CATEGORY F – FACILITIES / EQUIPMENT RENTAL**

Directions:

1. For this category, identify the facilities and/or equipment to be used and the annual rate for rental of facilities and/or equipment (See the Chart of Accounts in the Appendix for items to be included under rental.)
2. Narrative: Provide a detailed explanation of the category. Explain how the rental of facilities and/or equipment is necessary to the success of the project. The narrative should serve as an explanation of the figures. Use additional pages if necessary.

<b>Facilities</b>	<b>Annual Rate</b>	<b>Federal Funds Request</b>	<b>Total Project Cost</b>
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>

**BUDGET NARRATIVE:**



**DETAILED BUDGET and NARRATIVE**  
**CATEGORY H – OTHER**

Directions:

1. Specifically identify the funds being requested in this category (See the Chart of Accounts in the Appendix for items to be included under other.)
2. The narrative should serve as an explanation of the figures. Use additional pages if necessary.

<b>Item Description</b>	<b>Federal Funds Request</b>	<b>Total Project Cost</b>
<b>TOTAL</b>		

**BUDGET NARRATIVE:**

**DETAILED BUDGET and NARRATIVE**  
**CATEGORY I – INDIRECT COSTS**

Directions:

1. Describe how the Indirect Costs are calculated and will be utilized in this project.

**CERTIFICATE OF APPLICATION/AWARD NOTICE**

The signature below of the Chief Executive Officer certifies the accuracy of the information in this application and agrees to comply with all State and federal provisions of the 2020 Coronavirus Emergency Supplementing Funding Program and all other applicable State and federal laws.

Printed Name of Chief Executive Officer: Charlie Rogers\_\_\_\_\_

Title: Chairperson of County Commissioners

Address: 115 E Carl Albert Parkway

**Original** Signature of Chief Executive Officer: \_\_\_\_\_

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

**The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the applicant agency. The Chief Executive Officer must be a state agency head, mayor, city manager, chairperson of the County Commission, Chairperson of the Board of Directors, or an authorized tribal leader. The Chief of Police or Sheriff is NOT authorized to sign this document.**

**PLEASE NOTE: Signature stamps will not be accepted.**

Listed below are two additional documents. The Chief Executive Office should sign both and return them with the application.

# **CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying " and 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the District Attorneys Council determines to award the covered transaction, grant, or cooperative agreement.

## **1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- c. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts and that all contractors shall certify and disclose accordingly.

## **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 2867, for prospective participants in primary covered transaction, as defined at 2 CFR Section 2867.20(a):

- A. The applicant certifies that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

- a. Have not within a three-year period preceding this application been convicted of 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)



transaction or contract under a public transaction; 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.

- b. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - c. Have not within a three-year period preceding this application had one (1) or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### **3. DRUG-FREE WORKPLACE**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR part 83, Subpart F, for grantees, as defined at 28 CFR Section 83.650:

- . The applicant certifies that it will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    - 1. The dangers of drug abuse in the workplace;
    - 2. The subgrantee's policy of maintaining a drug-free workplace;
    - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - 1. Abide by the terms of the statement; and
    - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

- 3. days after such conviction;
- e. Notify the agency in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, Attn: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant and subgrant;
- f. Taking one (1) of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
  - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or Local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

CHARLIE ROGERS  
 Typed Name of Chief Executive Officer

\_\_\_\_\_  
 Signature of Chief Executive Officer

Chairperson of County Commissioners \_\_\_\_\_

Title of Chief Executive Officer

Date

The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the applicant agency. The Chief Executive Officer must be a state agency head, mayor, city manager, chairperson of the County Commission, an authorized tribal leader, Chairperson of the Board of Directors, or District Attorney.

**2020 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM  
Application Form**

**STANDARD ASSURANCES**

The applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in the application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency, the federal granting agency, or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency and the federal granting agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties) the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. §4321.)
6. It will comply (and will require any contractors or subcontractors to comply) with any applicable nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, (42 U.S.C. § 3789d), the Victims of Crime Act (42 U.S.C. § 1064(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672 (b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (U.S.C. 42 § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794, the Americans with Disabilities Act of 1990 (42 U.S.C § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking

**2020 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM  
Application Form**

Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations;  
and the DOJ implementing regulations at 28 C.F.R. Part 38.

7. If a governmental entity:
- a. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq)., which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and,
  
  - b. It will comply with requirements of 5 U.S.C. §§ 1501-1508 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

CHARLIE ROGERS

\_\_\_\_\_  
Typed Name of Chief Executive Officer

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Date

Chairperson of County Commissioners

\_\_\_\_\_  
Title

**The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the applicant agency. The Chief Executive Officer must be a state agency head, mayor, city manager, chairperson of the County Commission, an authorized tribal leader, Chairperson of the Board of Directors, or District Attorney.**

<b>APPLICATION FOR FEDERAL ASSISTANCE</b>	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION  Application Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
<b>5. APPLICANT INFORMATION</b>		
Legal Name  Pittsburg County Sheriff's Office	Organizational Unit  Pittsburg County Sheriff's Office	
Address  1210 N. West St. McAlester, Oklahoma 74501-2306	Name and telephone number of the person to be contacted on matters involving this application  Padgett, Julie (918) 423-5858	
6. EMPLOYER IDENTIFICATION NUMBER (EIN)  73-6006407	7. TYPE OF APPLICANT  law enforcement	
8. TYPE OF APPLICATION	9. NAME OF FEDERAL AGENCY  Bureau of Justice Assistance	
	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT  COVID 19 EQUIPMENT/OVERTIME THE PITTSBURG COUNTY SHERIFF'S OFFICE WOULD LIKE TO ASK FOR \$10,000 TO PURCHASE SANITIZER, PROTECTIVE GLOVES, MASKS AND OTHER PROTECTIVE EQUIPMENT, FOR OUR OFFICE AND STAFF. WE ARE REQUESTING \$20,000 TO PURCHASE I-PADS FOR EACH DEPUTY TO BE ABLE TO COMPLETE INCIDENT REPORTS IN THE FIELD OR FROM THEIR HOMES, THIS WOULD LIMIT THE CONTACT THEY HAVE WITH OUR ESSENTIAL STAFF THAT MUST REMAIN IN THE BUILDING. WE WOULD ALSO LIKE TO REQUEST \$50,000 IN OVERTIME MONEY TO HELP PROVIDE COVERAGE FOR DISPATCHERS OR DEPUTIES WHO MAY BECOME ILL. THE EMPLOYEES MAY BE QUARANTINED OR HOSPITALIZED THIS WOULD REQUIRE REMAINING STAFF TO COVER THESE SHIFTS. WE ARE NOT BUDGETED FOR ANY TYPE OF OVERTIME PAYMENT FOR THESE EMPLOYEES.	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE  NUMBER: 16.034  CFDA      Coronavirus Emergency Supplemental TITLE:      Funding Program		
12. AREAS AFFECTED BY PROJECT  Pittsburg County is a county located in the U.S. state of Oklahoma. the population IS 45,837. Its county seat is McAlester. The county was formed from part of the Choctaw Nation in Indian Territory in 1907. county has a total area of 1,378 square miles. U.S. Navy built an ammunition depot at McAlester during World War II. It employed 8,000 people in 1945. The U. S. Army took over the facility in 1977.[3] The Corps of Engineers built Eufaula Lake between 1956 and 1964 Pittsburg County also is where the Oklahoma State Penitentiary is located.		
13. PROPOSED PROJECT	14. CONGRESSIONAL DISTRICTS OF	

Start Date:	May 01, 2020	a. Applicant	
End Date:	May 01, 2021	b. Project	OK02
<b>15. ESTIMATED FUNDING</b>		<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b>	
Federal	\$80,000	Program has not been selected by state for review	
Applicant	\$0		
State	\$0		
Local	\$0		
Other	\$0		
Program Income	\$0	<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b>	
TOTAL	\$80,000	N	
<p><b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.</b></p>			

Close Window

**U.S. Department of Justice**  
Office of Justice Programs  
Bureau of Justice Assistance



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## **Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant Solicitation**

**CFDA #16.034**

**Solicitation Release Date: March 30, 2020**

**Application Deadline: 11:59 p.m. eastern time on May 29, 2020**

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The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications for the Coronavirus Emergency Supplemental Funding Program.

This solicitation incorporates the OJP Grant Application Resource Guide by reference. The OJP Grant Application Resource Guide provides guidance to applicants on how to prepare and submit applications for funding to OJP. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

### **Eligibility**

The following entities are eligible to apply:

- States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments that were identified as eligible for funding under the Fiscal Year (FY) 2019 State and Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program are eligible to apply under the Coronavirus Emergency Supplemental Funding (CESF) Program solicitation. NOTE: Only the State Administering Agency that applied for FY 2019 JAG funding for a state/territory may apply for the state allocation of CESF funding.

The eligible allocations for the FY 2020 CESF Program can be found at:  
<https://bjia.ojp.gov/program/fy20-cesf-allocations>.

For the purposes of the CESF Program, please note the following:

- The term "states" includes the District of Columbia, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, and American Samoa. (Throughout this solicitation, each reference to a "state" or "states" includes all 56 jurisdictions.)

- The term "units of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state, or a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.
- All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

**Contact information**

For technical assistance with submitting an application, contact the Grants Management System (GMS) Support Hotline at 888-549-9901, option 3, or via email at [GMS.HelpDesk@usdoj.gov](mailto:GMS.HelpDesk@usdoj.gov). The GMS Support Hotline operates 24 hours a day, 7 days a week, including federal holidays

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the NCJRS Response Center contact identified below **within 24 hours after the application deadline** to request approval to submit its application after the deadline. Additional information on reporting technical issues appears under "Experiencing Unforeseen GMS Technical Issues" in the **How to Apply (GMS)** section in the [OJP Grant Application Resource Guide](#).

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); by email at [grants@ncjrs.gov](mailto:grants@ncjrs.gov); by fax to 301-240-5830; or by web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date.

**Post-Award Legal Requirements Notice**

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance). OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the [OJP Grant Application Resource Guide](#).

**Deadline details**

Applicants must register in GMS at <https://grants.ojp.usdoj.gov/> prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the "Apply Online" button associated with the solicitation title. All registrations and applications are due by 11:59 p.m. eastern time May 29, 2020.

For additional information, see the "How to Apply (GMS)" section in the [OJP Grant Application Resource Guide](#).



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# Coronavirus Emergency Supplemental Funding Program Solicitation CFDA # 16.034

## A. Program Description

### Overview

The Coronavirus Emergency Supplemental Funding (CESF) Program will provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus.

**Statutory Authority:** The CESF Program is authorized by Division B of H.R. 748, Pub. L. No. 116-136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C.

### Permissible uses of Funds

Funds awarded under the CESF Program must be utilized to prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

Expenditures which require prior approval – There are no specific prohibitions under the CESF Program other than the unallowable costs that are identified in the DOJ Grants Financial Guide; however, the following items should be identified during application and appropriately justified as noted:

- **Individual items costing \$500,000 or more** – if the recipient intends to purchase an individual item that costs \$500,000 or more, those item(s) should be identified and thoroughly justified by the grantee and receive written prior approval from BJA post-award through the submission and approval of a Grant Adjustment Notice (GAN). Costs must be reasonable to receive approval.
- **Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV)** – if the recipient requests to purchase an UAS, UA, and/or UAV, Federal Aviation Administration approval must be obtained as outlined here: [https://www.faa.gov/news/fact\\_sheets/news\\_story.cfm?newsId=22615](https://www.faa.gov/news/fact_sheets/news_story.cfm?newsId=22615). Documentation related to these purchases should be included with the application or the applicant must receive written prior approval from BJA post-award through the submission and approval of a GAN.

Draw-down – Consistent with the CESF Program's purposes, which involve assistance in responding to the present national emergency in connection with the coronavirus, OJP has determined that eligible states (or State Administering Agencies) or units of local government may draw down funds either in advance or on a reimbursable basis. To draw down in advance, funds must be placed in an interest-bearing account, unless one of the exceptions

in 2 C.F.R. § 200.305(b)(8) apply. This interest-bearing account must be dedicated specifically for the CESF Program award, and funds from other awards or sources may not be commingled with the funds in the account established for the CESF Program award. It is not necessary that the interest-bearing account be a "trust fund." For additional information, see 2 C.F.R. § 200.305.

Prohibition of supplanting – Funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

Limitation on direct administrative costs – Funds may not be used for direct administrative costs that exceed 10 percent of the total award amount.

## **B. Federal Award Information**

Maximum number of awards BJA expects to make	1,873
Period of performance start date	January 20, 2020
Period of performance duration	2 years

Recipients have the option to request a one-time, up to 12-month extension. The extension must be requested via GMS no fewer than 30 days prior to the end of the performance period.

The expected eligible allocations for the FY 2020 CESF Program can be found at: <https://bia.ojp.gov/program/fy20-cesf-allocations>.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

### **Type of Award<sup>1</sup>**

BJA expects to make awards under this solicitation as grants. See the "Administrative, National Policy, and Other Legal Requirements" section of the OJP Grant Application Resource Guide for additional information.

### **Financial Management and System of Internal Controls**

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements<sup>2</sup> as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See OJP Grant Application Resource Guide for additional information.

### **Budget Information**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provision in the "Financial Information" section of the OJP Grant Application Resource Guide.

<sup>1</sup> For purposes of this solicitation, the phrase "pass-through entity" includes any recipient or subrecipient that provides a subaward ("subgrant") to carry out part of the funded award or program.

<sup>2</sup> The "Part 200 Uniform Requirements" means the DOJ regulation at 2 C.F.R Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

### **Cost Sharing or Match Requirement**

The CESF Program does not require a match.

Please see the OJP Grant Application Resource Guide for information on the following:

Pre-agreement Costs (also known as Pre-award Costs)

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

Costs Associated with Language Assistance (if applicable)

## **C. Eligibility Information**

For eligibility information, see the title page.

For information on cost sharing or match requirements, see Section B. Federal Award Information.

## **D. Application and Submission Information**

### **What an Application Should Include**

See the "Application Elements and Formatting Instructions" section of the OJP Grant Application Resource Guide for information on what happens to an application that does not contain all the specified elements. (This solicitation expressly modifies the "Application Elements and Formatting Instructions" section of the OJP Grant Application Resource Guide by **not** incorporating paragraph two of that section (referring to nonresponsive applications or applications missing critical elements not "[proceeding] to peer review"). The solicitation further expressly modifies the "Application Attachments" section of the OJP Grant Application Resource Guide by **not** incorporating the "Applicant Disclosure of Pending Applications," "Applicant Disclosure and Justification – DOJ High Risk Grantees," and "Research and Evaluation Independence and Integrity" provisions.)

### **1. Application for Federal Assistance (Standard Form (SF)-424)**

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the OJP Grant Application Resource Guide for additional information on completing the SF-424.

**Intergovernmental Review:** This solicitation ("funding opportunity") is subject to Executive Order 12372. An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website:

[https://www.whitehouse.gov/wp-content/uploads/2020/01/spoc\\_1\\_16\\_2020.pdf](https://www.whitehouse.gov/wp-content/uploads/2020/01/spoc_1_16_2020.pdf)

If the applicant's state appears on the SPOC list, the applicant must contact the State SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: "Program is subject to E.O. 12372, but has not been selected by the State for review.")

## 2. Program Narrative

Describe the specific coronavirus prevention, preparation, and/or response efforts that will be addressed with this funding and include a summary of the types of projects or items that will be funded over the 2-year grant period.

## 3. Budget Information and Associated Documentation

Please note that the budget narrative should include a full description of all costs, including administrative costs or indirect costs (if applicable).

See the Budget Preparation and Submission Information section of the [OJP Grant Application Resource Guide](#) for details on the Budget Detail Worksheet, and on budget information and associated documentation, such as information on proposed subawards, proposed procurement contracts under awards, and pre-agreement costs.

**This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Information on proposed subawards” provision in the “Budget Preparation and Submission Information” section of the OJP Grant Application Resource Guide.** Specifically, OJP is suspending the requirements for CESF grant recipients to receive prior approval (either at the time of award or through a Grant Adjustment Notice) before making subawards.

For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

**Please see the OJP Grant Application Resource Guide for information on the following:**

### 4. Indirect Cost Rate Agreement (if applicable)

See the Budget Preparation and Submission Information section of the OJP Grant Application Resource Guide for information.

### 5. Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high risk status)

### 6. Disclosure of Lobbying Activities

## How to Apply

An applicant must submit its application through [GMS](#), which provides support for the application, award, and management of awards at OJP. Find information, registration, and submission steps on how to apply in GMS in response to this solicitation under **How to Apply (GMS)** in the [OJP Grant Application Resource Guide](#).

## E. Application Review Information

### Review Process

BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the nonpublic segment of the

integrity and performance system accessible through the System for Award Management (SAM) (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

**Important note on FAPIIS:** An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

## **F. Federal Award Administration Information**

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

### Federal Award Notices

#### Administrative, National Policy, and Other Legal Requirements

OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

In addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance).

For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the [OJP Grant Application Resource Guide](#).

### Information Technology (IT) Security Clauses

#### **General Information about Post-Federal Award Reporting Requirements**

Any recipient of an award under this solicitation will be required to submit the following reports and data:

Required reports. Recipients typically must submit quarterly financial status reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements.

OJP may restrict access to award funds if a recipient of an OJP award fails to report in a timely manner.

## **G. Federal Awarding Agency Contact(s)**

For OJP contact(s), see page 2 of this solicitation.

For contact information for GMS, see page 2.

## **H. Other Information**

**Please see the OJP Grant Application Resource Guide for information on the following:**

Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

Provide Feedback to OJP

## Appendix A: Application Checklist

### Coronavirus Emergency Supplemental Funding Program: FY 2020 Solicitation

This application checklist has been created as an aid in developing an application.

#### What an Applicant Should Do:

##### *Prior to Registering in GMS:*

- Acquire a DUNS Number (see [OJP Grant Application Resource Guide](#))
- Acquire or renew registration with SAM (see [OJP Grant Application Resource Guide](#))

##### *To Register with GMS:*

- For new users, acquire a GMS username and password\* (see [OJP Grant Application Resource Guide](#))
- For existing users, check GMS username and password\* to ensure account access (see [OJP Grant Application Resource Guide](#))
- Verify SAM registration in GMS (see [OJP Grant Application Resource Guide](#))
- Search for and select correct funding opportunity in GMS (see [OJP Grant Application Resource Guide](#))
- Register by selecting the "Apply Online" button associated with the funding opportunity title (see [OJP Grant Application Resource Guide](#))
- Read OJP policy and guidance on conference approval, planning, and reporting available at [ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm](http://ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm) (see [OJP Grant Application Resource Guide](#))

If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 2)

\*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

#### Overview of Post-Award Legal Requirements:

- Review the "[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2020 Awards](#)" in the [OJP Funding Resource Center](#).



**Scope Requirement:**

The eligible allocations for the FY 2020 CESF Program can be found at:  
<https://bja.ojp.gov/program/fy20-cesf-allocations>.

**Eligibility Requirement:**

States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments that were identified as eligible for funding under the FY 2019 State and Local JAG Program will be eligible to apply under the CESF Program solicitation. NOTE: Only the State Administering Agency that applied for FY 2019 JAG funding for a state/territory may apply for the state allocation of CESF funding.

**What an Application Should Include:**

- Application for Federal Assistance (SF-424) (see OJP Grant Application Resource Guide)
- Intergovernmental Review (see page 6)
- Program Narrative (see page 7)
- Budget Detail Worksheet (see page 7)
- Budget Narrative (see page 7)
- Indirect Cost Rate Agreement (if applicable) (see page 7)
- Financial Management and System of Internal Controls Questionnaire (see OJP Grant Application Resource Guide)
- Disclosure of Lobbying Activities (SF-LLL) (see OJP Grant Application Resource Guide)

1. **Name of the Project:** COVID 19 VIRUS RESPONSE AND PREVENTION
2. **Name of the Applicant Agency:** PITTSBURG COUNTY SHERIFF'S OFFICE
3. **Type of Agency: (mark one)**
- |   |  |
|---|--|
| <input type="checkbox"/> State Agency       | <input checked="" type="checkbox"/> Unit of Local Government |
| <input type="checkbox"/> Private Non-Profit | <input type="checkbox"/> Tribal Government                   |

4. **Agency Applicant Contact Information**

Address: 1210 N. WEST ST

City: MCALESTER State: OK Zip: 74501-2306 (+4-digit)

Area Code/Phone Number: 918-423-5858 Area Code/ Fax Number: 918-423-7303

Agency web address: NONE

5. **Federal Tax Identification Number:** 73-6006407

6. **Applicant Agency DUNS Number:** 025704813

7. **SAM database expiration date:** 1/14/2021

8. **Chief Executive Officer and Contact Information:** CHARLIE ROGERS

Title: CHAIRPERSON OF COUNTY COMMISSIONERS

Address: 115 E CARL ALBERT PARKWAY

City: MCALESTER State: OK Zip: 74501-5020 (+4-digit)

Area Code/Phone Number: 918-423-1338

E-mail Address: bocc@pittsburg.okcounties.org

The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the applicant agency. The Chief Executive Officer must be a state agency head, mayor, city manager, chairperson of the County Commission, Chairperson of the Board of Directors, or an authorized tribal leader. The Chief of Police or Sheriff is NOT authorized to sign this document.

9. **Project Director and Contact Information:** JULIE PADGETT

Title: FIRST DEPUTY

Address: 1210 N WEST ST

City: MCALESTER State: OK Zip: 74501-2306 (+4-digit)

Area Code/Phone Number: 918-423-5858

E-mail Address: jpadgett@pittsburgsheriff.com

If requesting the de minimis rate, please complete the Modified Total Direct Cost form and submit it as part of the grant application. Modified Total Direct Cost Worksheet

The amount of indirect direct costs requested must be based on the de minimis rate chosen above and can only be calculated by using the following budget categories:  
The de minimis rate can only be applied to the following budget categories:

- Personnel
- Benefits
- Travel (excluding travel requested for non-agency employees)
- Supplies/Operating
- Consultant/Contractor (only the first \$25,000 of each contract)
- Other (excluding scholarship costs)
- Equipment (dependent upon applicant's Asset Capitalization Policy)

Please note that capital expenditures are excluded from indirect cost calculations. Please submit a copy of your agency's Asset Capitalization Policy that shows the dollar amount the agency inventories purchases, including both furniture and IT.

If you agency does not have an Asset Capitalization Policy, please submit an affidavit to that effect. Your agency will fall under the federal definition of equipment: Equipment means the tangible personal property (including information technology systems having 1) a useful life of more than one year and 2) a per-unit acquisition cost of \$5,00 or greater.

Excluded from the distribution base for the indirect calculation are: rental costs (including equipment rental, facility rental, and transitional housing rent paid on behalf of a victim); and leasing costs (including vehicle leases).

Note: A copy of the Modified Total Direct Cost form and a copy of your agency's Asset Capitalization Policy must be included with the application.

**Organizations with Negotiated Indirect Cost Agreements**

The organization requests the approved negotiated rate of \_\_\_\_\_ %. The agreement is for the following period: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_. The negotiated rate agreement is based on the following budget categories:

*Note: A copy of the current indirect cost agreement must be included with this application.*

The organization has an approved negotiated rate of \_\_\_\_\_ %; however, in order to allow a greater share of the program funds for direct program costs, the organization voluntarily chooses to charge a lesser rate of \_\_\_\_\_ % for this grant. The agreement is for the following period: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_. The negotiated rate agreement is based on the following budget categories:

The negotiated rate agreement is based on the following budget categories:

*Note: A copy of the current indirect cost agreement must be included with this application.*

**Organizations Requesting to Negotiate an Indirect Cost Rate**

State and local units of government, and federally recognized tribal governments receiving between \$35 million and \$125 million in direct federal funding that have never negotiated an indirect cost rate, and any non-profit organization (regardless of how much federal funding is received) that has never negotiated an indirect cost rate, may choose to negotiate a rate with the District Attorneys Council (DAC), provided the DAC is the

8. What tools can increase the effectiveness of communication channels dealing with COVID-19 issues with neighboring jurisdictions and response partners?
9. What are your top 5 needs to effectively respond to COVID-19?

Please number 1 through 5 with 1 being the greatest need.

1. Hand sanitizer
2. Hand soap
3. Cost of comprehensive sanitation and clearing of facilities
4. Overtime costs due to officers being out
5. Additional personnel (new positions)
6. Video conferencing equipment
7. Disposable examination gloves
8. Disposable isolation gown or single-use/disposable coveralls
9. NIOSH-approved particulate respirator (i.e., N-95 or higher-level respirator)
10. Facemasks/shields
11. Eye protection (goggles)
12. Disinfectant sprays or wipes
13. Costs associated with containment and disposal of PPE
14. Laundry services
15. COVID-19 Testing kits
16. Other \_\_\_\_\_

**ALL OF THESE ITEMS ARE GREATLY NEEDED FOR OUR EMPLOYEES AND OUR COMMUNITY.**

**2020 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM  
OVERALL BUDGET SUMMARY**

<b>CATEGORY</b>	<b>FEDERAL FUNDS REQUESTED</b>	<b>TOTAL PROJECT COST</b>
<b>A. Personnel</b>	50,000	50,000
<b>B. Benefits</b>	12,075	12,075
<b>C. Equipment <u>PPEs are in Equipment</u></b>	25,864	25,864
<b>D. Travel</b>	0	0
<b>E. Supplies and Operating Expenses</b>	7,000	7,000
<b>F. Facilities/Rental Expenses</b>	0	0
<b>G. Contractor/Consultant Expenses</b>	0	0
<b>H. Other</b>	0	0
<b>I. Indirect Costs</b>	0	0
<b>TOTAL</b>	<b>94,939</b>	<b>94,939</b>

**PLEASE NOTE**

**PPE's including masks, gloves, gowns, soap, disinfectants, etc are in budget Category C, Equipment**

**BUDGET NARRATIVE:**

The items we have requested funds for are essential to fighting the spread of the Covid-19 virus. The budget the Sheriff's Office has to work with will not allow us to make these purchases or to have the money to compensate our employees should they have to work overtime to keep all shifts covered.

**DETAILED BUDGET and NARRATIVE  
CATEGORY D – TRAVEL**

Directions:

1. Travel must be project related. Specify travel expenses of project personnel by purpose, such as travel to training, interjurisdictional travel, etc. (See the Chart of Accounts in the Appendix for items to be included under travel.)
2. Narrative: Provide an explanation of the travel being requested. Identify the personnel who will be using travel and the purpose of the travel. Explain how the travel is necessary to the success of the project. Use additional pages if necessary.

<b>Destination</b>	<b>Airfare Costs</b>	<b>Per Diem</b>	<b>Mileage</b>	<b>Federal Funds Request</b>	<b>Total Project Cost</b>
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Example**

List Name of Conference List Location	\$42 p/p x 4 days x 3 persons = \$504 per diem and \$125 per person x 4 nights x 3	\$225 x 3 persons = \$675 total	\$2679.00
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**DETAILED BUDGET and NARRATIVE**  
**CATEGORY E – SUPPLIES and OPERATING EXPENSES**

Directions:

1. General supplies include any materials that are expended or consumed during the project period. List items by type: such as paper, folders, etc. Show the basis for computation. Operating costs are expenses that are required to implement the project: such as telephone, utilities, photocopying, printing, and maintenance (See the Chart of Accounts in the Appendix for items to be included under supplies and operating expenses.)
2. Narrative: Provide an explanation of the supplies to be purchased. The narrative should serve as an explanation of the figures. Use additional pages if necessary.

Expense	Rate Per Month	Federal Funds Request	Total Project Cost
<b>Face mask, gloves, disinfectant wipes, hand sanitizer, spray disinfectant</b>	<b>500</b>	<b>12,000</b>	<b>12,000</b>
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>12,000</b>

**BUDGET NARRATIVE:**

The Deputies will need the face masks and gloves as they respond to emergency calls in our county. These items will help to protect them as they perform their essential job duties keeping our residents safe and protected during this trying time. The disinfectant wipes, disinfectant spray, & hand sanitizer will be used by the Deputies while responding in rural areas on emergency calls and by essential staff members to keep the office & lobby cleaned.



**DETAILED BUDGET and NARRATIVE**  
**CATEGORY G – CONSULTANTS AND CONTRACTORS**

**Directions:**

1. For each consultant, enter the name, if known, the service to be provided, the hourly or daily fee or rate. Consultant fees in excess of \$650 per day (or \$81.25 per hour) require additional justification and prior approval from the Federal Grants Division Director, District Attorneys Council (See the Chart of Accounts in the Appendix for items to be included under consultants and contractors.)
2. Narrative: Provide a detailed explanation of the category. Explain how the consultant is necessary to the success of the project. The narrative should serve as an explanation of the figures. Use additional pages if necessary.

<b>Service or Product</b>	<b>Fee or Rate</b>	<b>Federal Funds Request</b>	<b>Total Project Cost</b>
0	0	0	00
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>

**BUDGET NARRATIVE:**

**DETAILED BUDGET and NARRATIVE**  
**CATEGORY I – INDIRECT COSTS**

Directions:

1. Describe how the Indirect Costs are calculated and will be utilized in this project.

# **CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying " and 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the District Attorneys Council determines to award the covered transaction, grant, or cooperative agreement.

## **1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- c. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts and that all contractors shall certify and disclose accordingly.

## **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 2867, for prospective participants in primary covered transaction, as defined at 2 CFR Section 2867.20(a):

- A. The applicant certifies that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

- a. Have not within a three-year period preceding this application been convicted of 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)

- 3. days after such conviction;
- e. Notify the agency in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, Attn: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant and subgrant;
- f. Taking one (1) of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
  - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or Local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

\_\_\_\_CHARLIE ROGERS\_\_\_\_\_  
 Typed Name of Chief Executive Officer

\_\_\_\_\_  
 Signature of Chief Executive Officer

Chairperson of County Commissioners\_\_\_\_\_

Title of Chief Executive Officer

Date

The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the applicant agency. The Chief Executive Officer must be a state agency head, mayor, city manager, chairperson of the County Commission, an authorized tribal leader, Chairperson of the Board of Directors, or District Attorney.

**2020 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM  
Application Form**

Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

7. If a governmental entity:
- a. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq)., which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and,
  - b. It will comply with requirements of 5 U.S.C. §§ 1501-1508 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

CHARLIE ROGERS

\_\_\_\_\_  
Typed Name of Chief Executive Officer

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Date

Chairperson of County Commissioners

\_\_\_\_\_  
Title

**The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the applicant agency. The Chief Executive Officer must be a state agency head, mayor, city manager, chairperson of the County Commission, an authorized tribal leader, Chairperson of the Board of Directors, or District Attorney.**

**Prepared for:**  
**Pittsburg Co Sheriff**



**Division:** FirstNet  
Solutions  
918-200-8784  
Email: mf6162@att.com

4/21/2020

<b>Total Lines</b>	<b>20</b>
--------------------	-----------

Suggested Rate Plan	Plan Minutes	Quantity	Cost	Total
Data only plan on iPad for 24 months	Unlimited	20	\$36.80	\$736.00
				\$0.00
20 units X \$36.80 a month X 24 months of service = \$17,664.00				\$0.00
<b>RATE PLAN TOTAL:</b>				<b>\$736.00</b>

Equipment Description	Quantity	Cost	Total
iPad 7th gen	20	\$160	\$3,200.00
Retail \$359.99 - \$200			
<b>PHONE TOTAL:</b>			<b>\$0.00</b>

<b>Total Minutes</b>	<b>UNL</b>
<b>Total Lines</b>	<b>20</b>
<b>Total Data</b>	<b>UNL</b>
<b>Total Phones</b>	
<b>Rate Plan Total</b>	
<b>Feature Cost</b>	

<b>Activation Fees</b>	<b>Waived</b>
*NOT Including Taxes & Shipping Charges	<b>\$3,200.00</b>
*NOT Including Taxes & Fees	<b>\$3,936.00</b>

**Pricing does not include Federal, State or Local taxes or fees**

**Equipment and rate plan availability, promotions and/or pricing are subject to change at any time without prior notice**

**Other legal terms and conditions are outlined in AMB agreement**

**The information and pricing contained in this proposal is valid for thirty (30) days.**

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 Clerk  
PO Box 3304  
McAlester, OK 74502

Pittsburg County Clerk  
115 E Carl Albert Pkwy Room #10  
McAlester, OK 74501

**Renewal Maintenance Contract Proposal**  
**Contract # MCAC31458-05**  
**Renewal Date Range 5/15/2020 - 5/14/2021**

4/16/2020

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 \$168.69 billing Monthly**  
**Maint-Supply Incl Excl Paper/Networking**

Equipment covered under this contract agreement include:

<b>C7094</b>	<b>IMR-4251</b>	<b>QHS03163</b>		
Meter	Meter Group	Meter Group Covered Copies	Overage Rate	Overage Cycle
BW	MCAC31458-03-7355-b/w	200,000.00	0.0085	Annual

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,

Shana Arnold  
Contract Administrator  
sarnold@milleroffice.com  
918-426-3600 Phone

Contract# MCAC31458-05

Printed Name: Hope Trammell

Signature: Hope Trammell

Title: County Clerk

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

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, lightening, 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)\_\_\_\_\_



April 16, 2020

*Pittsburg County Animal Shelter  
1206 N West St  
McAlester, OK 74501  
Attn: Tracy Delmont*

Dear Tracy:

In order to continue providing phone technical support, recognized as best in the industry, FC Industries (FCI) is implementing an hourly charge beginning May 1, 2020. Due to the number of units sold over the last 40+ years, and the few technicians in the country familiar with Therm-Tec equipment, keeping FCI staff requires this business decision.

The rate is \$150.00/hour during regular business hours 8:00 a.m.-4:30 p.m. M-F, billed at ½-hour minimum and will require a credit card payment to initiate technical service. After hours rate is \$225.00/hr. and holiday rate is \$300.00/hr. We recognize that a per call charge may be undesirable so we are offering a yearly technical support contract. Enclosed is said contract, and can be implemented immediately.

Complete, sign, date and return the contract at your convenience. Call us with a credit card to keep on file. A paid invoice will be e-mailed to you after the 1<sup>st</sup> business day of the month. If you prefer to pay in full for 1-year a 5% discount will apply.

Please call Steve Rohleder or Ty Mead at 816-941-2009 with any questions.

Regards,



Steve Rohleder

## Technical Support Contract

By this agreement made and entered into between FC Industries, Inc. (FCI) as the technical service provider and \_\_\_\_\_ as the customer,

Company Name

City

State

Zip

FCI agrees to provide the following technical service for the sum of \$250.00/month:

1. 4-hours/month phone support during regular business hours 8:00 a.m.-4:30 p.m. M-F.
  - a. After 4-hours, technical service billed at \$120.00/hr. (reduced from normal \$150.00/hr.). Minimum ½-hour billing.
  - b. After regular business hours and weekends will incur a separate charge of \$90.00/hr. for the 1<sup>st</sup> 4-hours and \$180.00/hr. thereafter.
  - c. Holidays will incur a separate charge of \$120.00/hr. for the 1<sup>st</sup> 4-hours and \$240/hr. thereafter.
2. Reduced rate of \$120.00/hr. for on-site service from our standard rate of \$150.00/hr.

**Terms:** – 1 year commencing on \_\_\_\_\_, and

ending on \_\_\_\_\_

1. Credit card to be on file and charged the 1<sup>st</sup> business day of each month.
2. Check the following for preferred billing cycle.
  - Yearly (5% discount) = \$2,850.00
  - Monthly = \$250.00/month on 1<sup>st</sup> business day of the month.

**Exemptions:**

1. New units under the standard 1-year warranty, determined from the date of installation.
2. Follow up service on parts purchased from FCI and installed within the last 30-days to solve a specific issue.

**Cancellation:**

1. 60-days written notice to cancel contract and revert to \$150.00/hr per call technical service charge.

By signing below, the parties have executed this contract on the day and year first written above.

\_\_\_\_\_  
Company Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

  
\_\_\_\_\_  
FCI Representative Signature

4/16/20  
Date

Steve Rohleder  
Printed Name

Pittsburg County, OKLAHOMA

LEASE PURCHASE AGREEMENT

This agreement is made this April 27, 2020 by and between the Board of County Commissioners of Pittsburg County, Oklahoma, designated throughout this agreement as the Lessee, and Stewart Martin Equipment, designated throughout this agreement as the Lessor.

I. Equipment

Subject to the terms and conditions as set forth in this agreement, the Lessor leases to the Lessee the following described Equipment, all of which shall be designated throughout this instrument as the "Equipment;"

<u>Make</u>	<u>Model</u>	<u>Description</u>	<u>Serial #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Lease Purchase Price</u>
Kubota	M6-131DTC-F	4WD Cab Tractor	KBUMHDPCHL1B11261	1	\$75,721.39	\$87,444.00

II. Payment Of Lease Purchase Installments

In consideration of the agreement by the Lessor to lease purchase the equipment, the Lessee promises to pay the Lessor, for the equipment, the sum of \$1,041.00 per month, (see enclosed payment schedule) during the term of this agreement or any renewal of the agreement

III. Lease Term

This lease shall commence on the date the Equipment is accepted by the Lessee and shall automatically terminate, unless renewed in accordance with the terms set forth below, at the end of the fiscal year of the State of Oklahoma during which the lease is commenced.

IV. Option To Renew

The Lessee is hereby granted 6 successive options to renew this lease for additional terms not to exceed one fiscal year each, plus one final option to renew this lease for a period of 10 months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of this lease or any renewal then in effect.

V. Title To Equipment

The Equipment is and shall at all times during the term of this lease and any renewal term remain the sole property of the Lessor and the Lessee shall have or acquire no right, or title to Equipment until the final payment is made.

VI. Option To Purchase

In the event the Lessee shall have exercised all of its options for renewal of this lease as provided in paragraph IV, above, upon tender of the last lease payment due under the last renewal term, the Lessee shall acquire title to and ownership of the equipment. In the alternative, the lessee, at it's sole and exclusive option, may purchase the equipment at any time during the term of this lease or during any renewal term as provided by paragraph IV, above, giving written notice to the Lessor of Lessee's intent to purchase accompanied by a single final payment of see schedule. (If the purchase price is to be reduced by a percentage of the lease payments made prior to the exercise of the purchase option, describe fully, the manner in which such reduction shall be computed. Attach a written schedule of purchase option prices which shall be incorporated in the terms of this agreement by references). In the event the Lessee shall exercise any option to purchase the Equipment, the Lessor assigns to the Lessee all rights and claims which the Lessor may have or acquire arising under the antitrust laws of the United States or any State regarding the Equipment purchased under the terms of this agreement.

VII. Delivery And Return Of Equipment

The Lessor shall bear all costs of shipping and delivering the Equipment to the Lessee. Installation costs, if any, shall be borne by the Lessor. The Equipment shall be delivered to or installed at the location designated by the Lessee..

VIII. Repairs And Maintenance

The Lessee shall maintain the Equipment in good working order and shall make all necessary routine adjustments and repairs, as a result of fair wear and tear, all at the expense of the Lessee. The Lessor and the Lessee may provide for the maintenance and repair of the Equipment by separate written agreement, and in the event they make such agreement, its terms shall supersede and replace the provisions of this paragraph of this lease.

IX. Taxes

The Lessor shall forthwith pay all taxes which may be imposed upon it with respect to the Equipment.

X. Insurance

The Lessee shall obtain and maintain fire and extended coverage casualty insurance covering the Equipment from the time the Equipment is delivered until this lease is terminated. This insurance shall be in a form acceptable to the Lessor and shall insure the full value of the Equipment against the risk of loss or damage. The Lessee shall provide the Lessor with written notice at least ten days prior to any change in the insurance required under the terms of this paragraph.

XI. Patents

the event any suit is instituted against the Lessee which is based upon any claim that any of the Equipment is implicated in an infringement of any provision of the united States Patent Law, the Lessor shall, at its own expense, defend such suit against the Lessee; provided, Lessee provides the Lessor with prompt notice of the institution of such suit and permits the Lessor to fully participate in the defense. The Lessee shall also retain the right to participate in such defense and shall, in any event, provide the Lessor with all available information, assistance and authority to enable the Lessor to conduct the defense. No compromise or settlement of such suit resulting in a judgment against the Lessee shall obligate or bind the Lessor unless the Lessor shall have accepted such compromise or settlement, the Lessor shall have the right to enter into negotiations for and effect a compromise or settlement of such patent action, but no such compromise or settlement shall be binding upon Lessee unless approved by the Lessee. Subject only to the terms of this paragraph, the Lessor shall hold the Lessee harmless from any liability arising from any patent suit such as is described above. In the event of any of the Equipment shall be held, in any suit, to constitute an infringement of patent law, and its use shall be enjoined, then the Lessor shall, at its sole option and at the Lessor's expense:

1. Obtain for the Lessee the right to continue to use the Equipment;
2. Replace or modify the Equipment in a manner acceptable to the Lessee so that the Equipment no longer infringes any provision of patent Law.

XII. Funding

Notwithstanding any other provision of this agreement, the parties acknowledge and agree that the funds to be paid by the Lessee under the terms of this lease will be available only as appropriated on a fiscal year to fiscal year basis by properly constituted legal authority. In the event that the Lessee determines that sufficient funds have not been appropriated to make the payments required under the terms of this agreement, the obligations of the Lessee under this agreement shall terminate. In such event, the Lessee shall give prompt written notice of termination to the Lessor.

XIII. Assignment

The Lessor may, with the prior written approval of the Lessee, assign its right to receive payment of lease due under the terms of this agreement. However, any such assignment shall not relieve the Lessor of its responsibilities to perform the duties and obligations imposed upon it by this agreement.

XIV. Road Machinery and Equipment

If the terms of this agreement are in regards to road machinery or Equipment, the Lessee assumes all risk and liability for and shall hold the Lessor harmless from all damages to property and injuries and death to persons arising out of the use, possession or transportation of said road machinery or Equipment.

XV. Entire Agreement Of The Parties And Severability

Except as otherwise provided in the above terms and conditions, this lease, together with applicable purchase orders and the invitation to bid, constitute the entire agreement of the parties. This agreement may not be modified or terminated except as provided in the above terms and conditions or by written agreement of the Lessor and Lessee. If any provision of the agreement shall be determined to be invalid, it shall be considered as deleted from this agreement and no remaining provision of the agreement shall be deemed invalid.

XVI. Choice Of Law

This lease shall be governed in all respects by the laws of the State of Oklahoma. In the event that any litigation shall occur concerning the terms and conditions of this lease or the rights and duties of the parties, the parties agree that any such suit shall be maintained in the District Court in and for Pittsburg County, State of Oklahoma.

Approved by the Board of County Commissioners At  
**Pittsburg County**, Oklahoma

\_\_\_\_\_  
**Charlie W. Rogers, District #1**

FOR THE LESSOR: **Stewart Martin Equipment**

\_\_\_\_\_  
**Kevin Smith, District #2**

\_\_\_\_\_

\_\_\_\_\_  
**Ross Selman, District #3**

ATTEST: \_\_\_\_\_  
**Hope Trammell, County Clerk**

## SCHEDULE OF RENTAL PAYMENTS

Lease No. 64811

This Schedule is executed by **Stewart Martin Equipment** ("Lessor") and **Pittsburg County** ("Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Lease Purchase Agreement For Equipment dated as of **April 27, 2020** ("Lease"), between Lessor and Lessee.

**EQUIPMENT LOCATION: District #2: 615 Pittsburg Road, Pittsburg, OK**

**PAYMENT SCHEDULE:**

**RATE: 4.04%**

**Equipment Cost \$75,721.39 + Doc Fee \$300.00 = \$76,021.39**

	Date	Payment	Interest	Principal	Balance
Loan	04/27/2020				76,021.39
1	05/27/2020	1,041.00	253.11	787.89	75,233.50
2	06/27/2020	1,041.00	258.83	782.17	74,451.33
3	07/27/2020	1,041.00	247.88	793.12	73,658.21
4	08/27/2020	1,041.00	253.41	787.59	72,870.62
5	09/27/2020	1,041.00	250.70	790.30	72,080.32
6	10/27/2020	1,041.00	239.99	801.01	71,279.31
7	11/27/2020	1,041.00	245.23	795.77	70,483.54
8	12/27/2020	1,041.00	234.67	806.33	69,677.21
9	01/27/2021	1,041.00	239.72	801.28	68,875.93
10	02/27/2021	1,041.00	236.96	804.04	68,071.89
11	03/27/2021	1,041.00	211.53	829.47	67,242.42
12	04/27/2021	1,041.00	231.34	809.66	66,432.76
13	05/27/2021	1,041.00	221.18	819.82	65,612.94
14	06/27/2021	1,041.00	225.73	815.27	64,797.67
15	07/27/2021	1,041.00	215.74	825.26	63,972.41
16	08/27/2021	1,041.00	220.09	820.91	63,151.50
17	09/27/2021	1,041.00	217.27	823.73	62,327.77
18	10/27/2021	1,041.00	207.52	833.48	61,494.29
19	11/27/2021	1,041.00	211.57	829.43	60,664.86
20	12/27/2021	1,041.00	201.98	839.02	59,825.84
21	01/27/2022	1,041.00	205.82	835.18	58,990.66
22	02/27/2022	1,041.00	202.95	838.05	58,152.61
23	03/27/2022	1,041.00	180.71	860.29	57,292.32
24	04/27/2022	1,041.00	197.11	843.89	56,448.43
25	05/27/2022	1,041.00	187.94	853.06	55,595.37
26	06/27/2022	1,041.00	191.27	849.73	54,745.64
27	07/27/2022	1,041.00	182.27	858.73	53,886.91
28	08/27/2022	1,041.00	185.39	855.61	53,031.30
29	09/27/2022	1,041.00	182.45	858.55	52,172.75
30	10/27/2022	1,041.00	173.71	867.29	51,305.46
31	11/27/2022	1,041.00	176.51	864.49	50,440.97

32	12/27/2022	1,041.00	167.94	873.06	49,567.91
33	01/27/2023	1,041.00	170.53	870.47	48,697.44
34	02/27/2023	1,041.00	167.54	873.46	47,823.98
35	03/27/2023	1,041.00	148.61	892.39	46,931.59
36	04/27/2023	1,041.00	161.46	879.54	46,052.05
37	05/27/2023	1,041.00	153.33	887.67	45,164.38
38	06/27/2023	1,041.00	155.38	885.62	44,278.76
39	07/27/2023	1,041.00	147.42	893.58	43,385.18
40	08/27/2023	1,041.00	149.26	891.74	42,493.44
41	09/27/2023	1,041.00	146.19	894.81	41,598.63
42	10/27/2023	1,041.00	138.50	902.50	40,696.13
43	11/27/2023	1,041.00	140.01	900.99	39,795.14
44	12/27/2023	1,041.00	132.49	908.51	38,886.63
45	01/27/2024	1,041.00	133.79	907.21	37,979.42
46	02/27/2024	1,041.00	130.66	910.34	37,069.08
47	03/27/2024	1,041.00	119.30	921.70	36,147.38
48	04/27/2024	1,041.00	124.36	916.64	35,230.74
49	05/27/2024	1,041.00	117.30	923.70	34,307.04
50	06/27/2024	1,041.00	118.03	922.97	33,384.07
51	07/27/2024	1,041.00	111.15	929.85	32,454.22
52	08/27/2024	1,041.00	111.66	929.34	31,524.88
53	09/27/2024	1,041.00	108.46	932.54	30,592.34
54	10/27/2024	1,041.00	101.85	939.15	29,653.19
55	11/27/2024	1,041.00	102.02	938.98	28,714.21
56	12/27/2024	1,041.00	95.60	945.40	27,768.81
57	01/27/2025	1,041.00	95.54	945.46	26,823.35
58	02/27/2025	1,041.00	92.28	948.72	25,874.63
59	03/27/2025	1,041.00	80.40	960.60	24,914.03
60	04/27/2025	1,041.00	85.71	955.29	23,958.74
61	05/27/2025	1,041.00	79.77	961.23	22,997.51
62	06/27/2025	1,041.00	79.12	961.88	22,035.63
63	07/27/2025	1,041.00	73.37	967.63	21,068.00
64	08/27/2025	1,041.00	72.48	968.52	20,099.48
65	09/27/2025	1,041.00	69.15	971.85	19,127.63
66	10/27/2025	1,041.00	63.68	977.32	18,150.31
67	11/27/2025	1,041.00	62.44	978.56	17,171.75
68	12/27/2025	1,041.00	57.17	983.83	16,187.92
69	01/27/2026	1,041.00	55.69	985.31	15,202.61
70	02/27/2026	1,041.00	52.30	988.70	14,213.91
71	03/27/2026	1,041.00	44.17	996.83	13,217.08
72	04/27/2026	1,041.00	45.47	995.53	12,221.55
73	05/27/2026	1,041.00	40.69	1,000.31	11,221.24
74	06/27/2026	1,041.00	38.61	1,002.39	10,218.85
75	07/27/2026	1,041.00	34.02	1,006.98	9,211.87
76	08/27/2026	1,041.00	31.69	1,009.31	8,202.56
77	09/27/2026	1,041.00	28.22	1,012.78	7,189.78
78	10/27/2026	1,041.00	23.94	1,017.06	6,172.72
79	11/27/2026	1,041.00	21.24	1,019.76	5,152.96
80	12/27/2026	1,041.00	17.16	1,023.84	4,129.12
81	01/27/2027	1,041.00	14.21	1,026.79	3,102.33
82	02/27/2027	1,041.00	10.67	1,030.33	2,072.00
83	03/27/2027	1,041.00	6.44	1,034.56	1,037.44

84	04/27/2027	1,041.00	3.56	1,037.44	0.00
Grand Totals		87,444.00	11,422.61	76,021.39	

Lessee is obligated to only pay such rental payments under this agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessees then current budget year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay rental payments following the then current original term or renewal term, this agreement shall be deemed terminated at the end of the then current original term or renewal term. Final payment may vary due to the actual date payments were received.

**LESSEE: Pittsburg County**

BY: \_\_\_\_\_  
**Kevin Smith, District #2**

TITLE: County Commissioner



## CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting County Commissioner, **District #2**, for **Pittsburg County**, State of Oklahoma ("Lessee") with respect to the Lease Purchase Agreement For Equipment dated **April 27, 2020**, (the "Lease"), by and between the **Stewart Martin Equipment**, ("Lessor") and Lessee, and that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with the Specifications (as that term is defined in the Lease) and has been irrevocably accepted by Lessee.
2. The rental payments provided for in the Lease (the "Rental Payments") shall commence and be due and payable on **May 27th, 2020**, and the **27th** of each **month** thereafter in accordance with the Lease.
3. Lessee has appropriated and/or taken all other lawful actions necessary to provide monies sufficient to pay all Rental Payments required to be paid under the Lease during the fiscal year of Lessee for which monies have been appropriated and such monies will be applied in payment of all Rental Payments due and payable during such current fiscal year.
4. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
5. Equipment Description: **Kubota M6-131DTC-F 4WD Cab Tractor SN# KBUMHDPCHL1B11261**

DATED: **April 27, 2020**

By: \_\_\_\_\_  
**Kevin Smith, District #2**  
Title: **County Commissioner** \_\_\_\_\_

(To be executed and delivered at the time of delivery of the Equipment)

Lease # 64811



**OPINION OF COUNSEL**

With respect to that certain Lease-Purchase Agreement for Equipment ("Lease") dated April 27, 2020 by and between Lessor and Lessee. I am of the opinion that:

(i) Lessee is a tax exempt entity under section 103 of the Internal Revenue Code of 1986, as amended; (ii) the execution, delivery and performance by Lessee of the Lease have been duly authorized by all necessary action on the part of Lessee; (iii) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms and all statements contained in the Lease and all related instruments are true; (iv) there are no suits, proceedings or investigations pending or, to my knowledge, threatened against or affecting Lessee, at law or in equity, or before or by any governmental or administrative agency or instrumentality which, if adversely determined, would have a material adverse effect on the transaction contemplated in the Lease or the ability of Lessee to perform its obligations under the Lease and Lessee is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any lease agreement which either individually or in the aggregate would have the same such effect; and (v) all required public bidding procedures regarding the award of the Lease have been followed by Lessee and no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of the Lease.

Counsel for Lessee: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**CERTIFICATE WITH RESPECT TO  
QUALIFIED TAX-EXEMPT OBLIGATION**

1. This certificate with respect to qualified tax-exempt obligations (the "Certificate") is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax exempt obligation of Lessee for purposes of Section 265(b)(3)(B) of the Tax Reform Act of 1986.
2. Lessee is a political subdivision of the State of Oklahoma and the Lease is being issued by Lessee in calendar year 2019-2020.
3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
4. The Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year 2019-2020 as qualified tax-exempt obligations. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.00.
6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the calendar year 2019-2020 will not exceed \$10,000,000.00.
7. This Certificate is based on facts and circumstances in existence on this date.

**IN WITNESS WHEREOF**, I have set my hand this April 27, 2020.

Lessee: **Pittsburg County**

By: \_\_\_\_\_  
**Kevin Smith, District # 2**

Title: County Commissioner

Attest: \_\_\_\_\_  
**Hope Trammell, County Clerk**

April 27, 2020

Pittsburg County  
115 E. Carl Albert Parkway  
McAlester, OK 74501

Re: Lease Purchase Agreement For Equipment dated April 27, 2020, between Stewart Martin Equipment, Lessor, and Pittsburg County, Lessee.

Dear Board of County Commissioners:

Please be advised that Stewart Martin Equipment has assigned and transferred to Welch State Bank, all of its right, title and interest in and to the above-described Lease Purchase Agreement For Equipment, including title to the property leased thereunder and the right to receive lease payments. A copy of the assignment is enclosed for your file. Please note the fact of this assignment in your records (as required by Section 149(a) of the Internal Revenue Code of 1986) and make all further payments to:

Welch State Bank  
P.O. Box 129  
Welch, OK 74369

Please acknowledge your receipt of this notice by returning a copy, signed by a duly authorized officer in the space provided below.

Sincerely,

WELCH STATE BANK

ACKNOWLEDGED:

By: Sherri J. Mount, Senior Vice President

By: Kevin Smith, District # 2

Title: County Commissioner

Lease # 64811

**Information Return for Small Tax-Exempt  
 Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0720

▶ **Under Internal Revenue Code section 149(e)**

**Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.**

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name <b>Pittsburg County</b>		2 Issuer's employer identification number (EIN) <b>7 3 6 0 0 6 4 0 7</b>	
3 Number and street (or P.O. box if mail is not delivered to street address) <b>115 E. Carl Albert Parkway</b>		Room/suite	
4 City, town, or post office, state, and ZIP code <b>McAlester, OK 74501</b>		5 Report number (For IRS Use Only)	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information <b>Hope Trammell, County Clerk</b>		7 Telephone number of officer or legal representative <b>918-423-6865</b>	

<b>Part II Description of Obligations</b> Check one: a single issue <input checked="" type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a <b>76,021 39</b>
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ <b>04/27/2020</b>	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d <b>76,021 39</b>
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ <input checked="" type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ <input type="checkbox"/>	
12 Vendor's or bank's name: <b>Welch State Bank</b>	
13 Vendor's or bank's employer identification number: <b>7 3 0 5 0 4 8 3 0</b>	

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative: **Kevin Smith, Commissioner, Dist #2** Date: \_\_\_\_\_

Type or print name and title

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶		Phone no.	
Firm's address ▶				

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**What's New**

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at [www.irs.gov/form8038](http://www.irs.gov/form8038). Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

**Who Must File**

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

**Filing a separate return for a single issue.** Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

**Filing a consolidated return for multiple issues.** For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

## ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into this April 27, 2020 by and between **Stewart Martin Equipment** (herein "Assignor") and **Welch State Bank** (herein "Assignee").

IN CONSIDERATION of the mutual agreements and understandings herein contained, in consideration of One Dollar (\$1.00) and other good valuable consideration, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee its entire right, title and interest in and to that certain Lease Purchase Agreement dated April 27, 2020 and entered into by and between Assignor and the Board of County Commissioners of Pittsburg County (herein "Lease"), together with Assignor's right to receive all rent and other monies thereunder, and all of Assignor's right title and interest in and to any guaranties or other rights and interest granted to Assignor to secure the payment due under the terms of the Lease.

2. Assignor represents, warrants and covenants to Assignee as follows:

(A) The Lease has been duly and validly executed by all parties thereto.

(B) No act of default in the Lease has occurred to date since the execution of this Assignment.

3. The rights and privileges of Assignee under this agreement shall inure to the benefits of its successors and assigns. All covenants, representations, warranties, and agreements of Assignor contained in this agreement shall bind Assignor's successors and assigns.

4. If any provision of this Agreement shall for any reasons be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid or unenforceable provision had never been contained herein.

5. It is the intention of the parties that this Agreement be governed by the laws of the state of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

ASSIGNOR: Stewart Martin Equipment

ASSIGNEE: **Welch State Bank**

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

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

**Sherri J. Mount, Senior Vice President**

Lease # 64811

RESOLUTION  
20-268

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, April 27, 2020.

WHEREAS, the following individual wishes to make a donation to the Pittsburg County Animal Shelter:

Christine L. Marsh - \$25.00

WHEREAS, the Board of County Commissioners accepts this donation on behalf of the Pittsburg County Animal Shelter, to be deposited into the Animal Shelter Donation account, to be used for items that cannot be purchased through county sales tax dollars.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby approve this donation, to be deposited into the Animal Shelter Donation account.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN \_\_\_\_\_

MEMBER \_\_\_\_\_

MEMBER \_\_\_\_\_

COUNTY CLERK \_\_\_\_\_



\*\*\*\*\*  
\*\*\* FAX ERROR TX REPORT \*\*\*  
\*\*\*\*\*

TX FUNCTION WAS NOT COMPLETED

JOB NO.	0564
DESTINATION ADDRESS	9184230722
SUBADDRESS	
DESTINATION ID	courthouse
ST. TIME	04/21 23:32
TX/RX TIME	00' 00
PGS.	0
RESULT	NG
	0 #018 BUSY/NO SIGNAL

Donation  
4-21-20-

CHRISTINE L MARSH  
1018 N HICKORY  
MCALESTER, OK 74601  
918-429-9544

1119  
05-21/1031  
00  
CHECK AMOUNT

April 21 2020  
Date

Pay to the Order of Pittsburg County Animal Shelter \$ 25.00  
Twenty-five and no/100 Dollars

First National Bank  
A Trust Co. of Oklahoma

For Black Kitty Chris Marsh

RESOLUTION  
20-269

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, April 27, 2020.

WHEREAS, the following individual wishes to make donation to the Pittsburg County Sheriff's Donation Account:

Kirk Nall, \$50.00

WHEREAS, the Board of County Commissioners accepts this donation on behalf of the Pittsburg County Sheriff's Office, to be deposited into the Pittsburg County Donation account, to be used for items that cannot be purchased with county funds.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby approve the donation, to be deposited into the Pittsburg County Sheriff's Office Donation account.

SHERIFF \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST: CHAIRMAN \_\_\_\_\_

MEMBER \_\_\_\_\_

MEMBER \_\_\_\_\_

COUNTY CLERK \_\_\_\_\_



**RESOLUTION**

NO. 20-270

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, April 27<sup>th</sup>, 2020.

**WHEREAS**, the Excise Board wishes to cancel the following Purchase Order

7249 to Hampton Inn dated March 2<sup>nd</sup>, 2020 in the amount of \$95.00 for lodging.

**WHEREAS**, the purchase order was not used, therefore it is no longer needed.

**THEREFORE BE IT RESOLVED**, Pittsburg County Commissioners do hereby cancel Purchase Order 7249 to Hampton Inn.

\_\_\_\_\_  
**CHAIRMAN**

\_\_\_\_\_  
**MEMBER**

**ATTEST:**

\_\_\_\_\_  
**MEMBER**

\_\_\_\_\_  
**COUNTY CLERK**

**RESOLUTION**

NO. 20-271

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, April 27<sup>th</sup>, 2020.

**WHEREAS**, Haywood/Arpelar Volunteer Fire Department wishes to cancel the following Purchase Order

8309 to Weldon Parts dated April 3<sup>rd</sup>, 2020 in the amount of \$144.90 for air dryer and filter.

**WHEREAS**, the purchase order was not used, therefore it is no longer needed.

**THEREFORE BE IT RESOLVED**, Pittsburg County Commissioners do hereby cancel Purchase Order 8309 to Weldon Parts.

\_\_\_\_\_  
**CHAIRMAN**

\_\_\_\_\_  
**MEMBER**

**ATTEST:**

\_\_\_\_\_  
**MEMBER**

\_\_\_\_\_  
**COUNTY CLERK**

**RESOLUTION**

NO. 20-272

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, April 27<sup>th</sup>, 2020.

**WHEREAS**, Canadian Volunteer Fire Department wishes to cancel the following Purchase Orders

6757 to FirePrograms dated February 12<sup>th</sup>, 2020 in the amount of \$946.00 for annual support.

And

6758 to Fire Supply and Consulting dated February 12<sup>th</sup>, 2020 in the amount of \$3,500.00 for ISO Consulting Fees

**WHEREAS**, the purchase orders were duplicate purchase orders, therefore they are no longer needed.

**THEREFORE BE IT RESOLVED**, Pittsburg County Commissioners do hereby cancel Purchase Orders 6757 & 6758.

\_\_\_\_\_  
**CHAIRMAN**

\_\_\_\_\_  
**MEMBER**

**ATTEST:**

\_\_\_\_\_  
**MEMBER**

\_\_\_\_\_  
**COUNTY CLERK**

**RESOLUTION**

NO. 20-273

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, April 27<sup>th</sup>, 2020.

**WHEREAS**, the Sheriff's office wishes to cancel the following Purchase Orders

8117 to Lowes dated March 30<sup>th</sup>, 2020 in the amount of \$400.00 for maintenance supplies.

8257 to Robert's Auto dated April 1<sup>st</sup>, 2020 in the amount of \$350.00 for transfer case.

and

8290 to Josh Kiouss dated April 2<sup>nd</sup>, 2020 in the amount of \$65.63 for reimbursement for lyson wipes.

**WHEREAS**, the purchase orders were not used, therefore they are no longer needed.

**THEREFORE BE IT RESOLVED**, Pittsburg County Commissioners do hereby cancel Purchase Orders 8117, 8257 & 8290.

\_\_\_\_\_  
**CHAIRMAN**

\_\_\_\_\_  
**MEMBER**

**ATTEST:**

\_\_\_\_\_  
**MEMBER**

\_\_\_\_\_  
**COUNTY CLERK**

**RESOLUTION**

NO. 20-274

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, April 27<sup>th</sup>, 2020.

**WHEREAS**, the County Clerk wishes to cancel the following Purchase Orders

6803 to Bank of America dated February 13<sup>th</sup>, 2020 in the amount of \$96.00 for lodging.

6931 to Stoney Creek Hotel dated February 20<sup>th</sup>, 2020 in the amount of \$384.00 for lodging.

7668 to County Clerk & Deputies Assoc. dated March 13<sup>th</sup>, 2020 in the amount of \$200.00 for registration.

and

8024 to Staples Credit Plan dated March 26<sup>th</sup>, 2020 in the amount of \$139.99 for Nap II Film Rolls.

**WHEREAS**, the purchase orders were not used, therefore they are no longer needed.

**THEREFORE BE IT RESOLVED**, Pittsburg County Commissioners do hereby cancel Purchase Orders 6803, 6931, 7668 & 8024.

\_\_\_\_\_  
**CHAIRMAN**

\_\_\_\_\_  
**MEMBER**

**ATTEST:**

\_\_\_\_\_  
**MEMBER**

\_\_\_\_\_  
**COUNTY CLERK**



RESOLUTION  
20-275

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, April 27, 2020.

WHEREAS, Pittsburg County District #1 issued the following purchase orders:

Purchase Order 4610, issued on December 2, 2019 to OSU-CTP in the amount of \$195.00 for training through the County Training Program

Purchase Order 4613, issued on December 2, 2019 to OSU-CTP in the amount of \$130.00 for training through the County Training Program

Purchase Order 2424, issued on September 17, 2019 to Bank of America, in the amount of \$315.00 for Hyatt Place - OKC Northwest for Charlie, Brian and Steve to attend ACCO Safety Conference, October 10, 2019

Purchase Order 3085, issued on October 7, 2019 to OTA Pikepass in the amount of \$100.00 for Blanket Toll Charges

Purchase Order 4174, issued on November 12, 2019 to Mills Chiropractic in the amount of \$106.00 for fourth quarter random drug and alcohol testing

Purchase Order 4297, issued on November 18, 2019 to Bank of America in the amount of \$196.00 for Embassy Suites Norman for lodging for Charlie to attend the ACCO Spring Conference, March 31 - April 2, 2020

Purchase Order 5945, issued on January 16, 2020 to APAC-Central, Inc., in the amount of \$131.08 for 14.98 Tons of Concrete Sand

Purchase Order 6597, issued on February 6, 2020 to Lake Murray State Lodge, in the amount of \$576.00 for lodging for Charlie and Wade to attend the SE CODA Conference, May 19 - 21, 2020

Purchase Order 8446, issued on April 8, 2020 to Deere Credit, Inc. in the amount of \$3,983.12 for lease payments on motorgraders and excavator

WHEREAS, the above-mentioned purchase orders were never used, are no longer needed and should be cancelled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel the above-mentioned purchased orders as they were never used and are no longer needed.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN \_\_\_\_\_

VICE-CHAIRMAN \_\_\_\_\_

MEMBER \_\_\_\_\_

COUNTY CLERK \_\_\_\_\_

RESOLUTION  
20-276

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, April 27, 2020.

WHEREAS, Pittsburg County Commissioners Office issued the following purchase orders:

Purchase Order 5132, issued on December 18, 2019 to OSU-CTP in the amount of \$125.00 for Sandra Crenshaw to attend training through the County Training Program

Purchase Order 5135, issued on December 18, 2019 to OSU-CTP in the amount of \$65.00 for Sandra to attend training through the County Training Program

Purchase Order 6196, issued on January 27, 2019 to Wav 11 in the amount of \$172.00 to troubleshoot scanning problems on Holly and Casidhe's computers

Purchase Order 8198, issued on March 31, 2020 to ACC Business in the amount of \$202.73 for monthly internet service

WHEREAS, the above-mentioned purchase orders were never used, are no longer needed and should be cancelled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel the above-mentioned purchased orders as they were never used and are no longer needed.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST: CHAIRMAN \_\_\_\_\_

VICE-CHAIRMAN \_\_\_\_\_

MEMBER \_\_\_\_\_

COUNTY CLERK \_\_\_\_\_

RESOLUTION  
20-277

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, April 27, 2020.

WHEREAS, Pittsburg County District #2 issued the following purchase orders:

Purchase Order 3087, issued on October 7, 2019 to OTA Pikepass in the amount of \$100.00 for blanket toll charges

Purchase Order 4298, issued on November 18, 2019 to Bank of America in the amount of \$196.00 for Embassy Suites Norman for Kevin to attend the ACCO Spring Conference, March 31 – April 2, 2020

Purchase Order 4573, issued on December 2, 2019 to OTA Pikepass in the amount of \$100.00 for blanket toll charges

Purchase Order 4616, issued on December 2, 2019 to OSU-CTP in the amount of \$65.00 for Sandra to attend training through the County Training Program

WHEREAS, the above-mentioned purchase orders were never used, are no longer needed and should be cancelled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel the above-mentioned purchased orders as they were never used and are no longer needed.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST: CHAIRMAN \_\_\_\_\_

VICE-CHAIRMAN \_\_\_\_\_

MEMBER \_\_\_\_\_

COUNTY CLERK \_\_\_\_\_

RESOLUTION  
20-278

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, April 27, 2020.

WHEREAS, Pittsburg County District #3 issued the following purchase orders:

Purchase Order 0103, issued on July 1, 2019 to Johnny's A Street Market in the amount of \$100.00 for blanket inmate lunches

Purchase Order 1102, issued on August 5, 2019 to OTA Pikepass in the amount of \$100.00 for blanket toll charges

Purchase Order 2412, issued September 16, 2019 to Bank of America in the amount of \$188.00 for Comfort Suites Idabel for Ross to attend auction, September 18 - 19, 2019

Purchase Order 3488, issued on October 21, 2019 to Mills Chiropractic in the amount of \$28.00 for Fourth Quarter Random Drug Testing

Purchase Order 4296, issued November 18, 2019 to Bank of America in the amount of \$196.00 for Embassy Suites Norman for Ross to attend the ACCO Spring Conference, March 31 - April 2, 2020

Purchase Order 4503, issued on November 26, 2019 to Bank of America in the amount of \$105.00 for Hyatt Place - OKC Northwest for Ross to attend the ACCO Safety Conference, December 4 - 5, 2019

Purchase Order 4730, issued on December 4, 2019 to Bank of America in the amount of \$192.00 for Holiday Inn & Suites for Ross and Charlie to attend the Marlow CED Auction, December 13 - 14, 2019

Purchase Order 7116, issued on February 26, 2020 to Bank of America in the amount of \$105.00 for Hyatt Place - OKC Northwest for Ross to attend ACCO Meetings, March 24 - 25, 2020

WHEREAS, the above-mentioned purchase orders were never used, are no longer needed and should be cancelled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel the above-mentioned purchased orders as they were never used and are no longer needed.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN \_\_\_\_\_

VICE-CHAIRMAN \_\_\_\_\_

MEMBER \_\_\_\_\_

COUNTY CLERK \_\_\_\_\_

RESOLUTION  
20-279

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, April 27, 2020.

WHEREAS, Pittsburg County Animal Shelter issued the following purchase orders:

Purchase Order 1314, issued on August 9, 2019 to BizTel Communications in the amount of \$95.00 to troubleshoot phone outage

Purchase Order 2009, issued on September 4, 2019 to Mills Chiropractic in the amount of \$28.00 for follow-up drug testing

Purchase Order 4578, issued on December 2, 2019 to Mills Chiropractic in the amount of \$28.00 for follow-up drug testing

WHEREAS, the above-mentioned purchase orders were never used, are no longer needed and should be cancelled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel the above-mentioned purchased orders as they were never used and are no longer needed.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST: CHAIRMAN \_\_\_\_\_

VICE-CHAIRMAN \_\_\_\_\_

MEMBER \_\_\_\_\_

COUNTY CLERK \_\_\_\_\_

**RESOLUTION**

NO.20-280

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, April 27<sup>th</sup>, 2020.

**WHEREAS**, the Health Department wishes to cancel the following Purchase Orders

947 to Southeast Expo Center dated July 30<sup>th</sup>, 2019 in the amount of \$1,350.00 for room rental.

1301 to Hilton Garden Inn Norman dated August 9<sup>th</sup>, 2019 in the amount of \$93.00 for lodging.

3017 to Tiffany Busby dated October 3<sup>rd</sup>, 2019 in the amount of \$500.00 for travel for Flu Outreach.

5056 to Pitney Bowes dated December 16<sup>th</sup>, 2019 in the amount of \$118.98 for postage meter labels.

5181 to Brianna Sharp dated December 20<sup>th</sup>, 2019 in the amount of \$500.00 for travel for family planning clinic.

6901 to Linda Callaway dated February 19<sup>th</sup>, 2020 in the amount of \$1,000.00 for travel for Tset.

7261 to Michelle Marston dated March 2<sup>nd</sup>, 2020 in the amount of \$1,000.00 for travel for Tset.

7486 to Dawson Counseling and Play Therapy dated March 9<sup>th</sup>, 2020 in the amount of \$850.00 for registration fees.

and

7592 to Walmart dated March 11<sup>th</sup>, 2020 in the amount of \$59.99 for DVD Player.

**WHEREAS**, the purchase orders were not used, therefore they are no longer needed.

**THEREFORE BE IT RESOLVED**, Pittsburg County Commissioners do hereby cancel Purchase Orders 947, 1301, 3017, 5056, 5181, 6901, 7261, 7486 & 7592.

\_\_\_\_\_  
**CHAIRMAN**

\_\_\_\_\_  
**MEMBER**

**ATTEST:**

\_\_\_\_\_  
**MEMBER**

\_\_\_\_\_  
**COUNTY CLERK**

**RESOLUTION**

**NO. 20-281**

The Board of County Commissioners, Pittsburg County, Met in regular session on Monday, April 27, 2020.

**WHEREAS**, Pittsburg County has been issued checks from The Association of County Commissioners of Oklahoma Self Insured Group in the amount of \$10,372.72 for reimbursement of towing and fuel abatement and \$9,242.50 for repairs to the truck from an accident on March 30, 2020. The checks are to be deposited into the District #2 Highway Sales Tax M&O account TST-2 #2 since payment of the towing, abatement and repairs came from the respective account.

**WHEREAS**, Pittsburg County requests that the Board of County Commissioners approve this transaction of the deposit into the respective account.

**THEREFORE BE IT RESOLVED**, that the Board of County Commissioners of Pittsburg County do hereby approve the deposit of \$19,615.22 from The Association of County Commissioners of Oklahoma Self Insured Group.

**ATTEST:**

\_\_\_\_\_  
**CHAIRMAN**

\_\_\_\_\_  
**VICE-CHAIRMAN**

\_\_\_\_\_  
**MEMBER**

\_\_\_\_\_  
**COUNTY CLERK**

PERMIT# 20-026

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: Sardis Lake Water Authority

CONTACT: Allen Wollet EMAIL: Seanenscarberry@yahoo.com

ADDRESS: P.O. Box 430 PHONE: 918-569-4880

CITY: Clayton, OK STATE: OK ZIP CODE: 74536

CONSTRUCTION COMPANY NAME: Sardis Lake Water Authority

CONTACT: Allen Wollet EMAIL: \_\_\_\_\_

ADDRESS: P.O. Box 430 PHONE: \_\_\_\_\_

CITY: Clayton STATE: OK ZIP CODE: 74536

TYPE OF INSTALLATION (Please mark all boxes that apply)				
<input type="checkbox"/> Electric	<input checked="" type="checkbox"/> Permanent Line	<input type="checkbox"/> Salt Water	<input checked="" type="checkbox"/> Residential	<input type="checkbox"/> Boring
<input type="checkbox"/> Gas	<input type="checkbox"/> Temporary Line	<input checked="" type="checkbox"/> Fresh Water	<input type="checkbox"/> Commercial	<input checked="" 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 Cross Bridge
<input type="checkbox"/> Telephone			<input type="checkbox"/> Other	<input type="checkbox"/> Other:
<input type="checkbox"/> Sewer				
<input type="checkbox"/> Other				

This permit is to erect, construct and maintain a Water Line along, upon and across the hereinafter said county highway/road for the purpose of transporting, selling, and using Water.

LOCATION

Beginning at \_\_\_\_\_ and Cross freeway route Burriss Valley Rd  
GPS Location (in decimals) Cross or Parallel County Road Name

Approximately 3 miles West of Nace Rd and ending at \_\_\_\_\_  
North, South, East, West Name of Closest Intersecting Road or Highway

Embraced in Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_  
GPS Location (in decimals)



PIPELINES	ELECTRIC
SIZE _____	VOLTAGE _____
ALLOY/MATERIAL _____	CONDUCTOR SIZE _____
WALL THICKNESS _____	TYPE OF STRUCTURE _____
CONTENTS _____	RULING SPAN _____
MFG. TEST PRESSURE _____	
MAX. OPERATING PRESSURE _____	
WORKING PRESSURE _____	
COMMUNICATIONS	SERVICE ENTRANCE
WIRES/PAIRS/STRANDS _____	DIAMETER OF CULVERT PIPE _____
GAUGE _____	LENGTH OF CULVERT PIPE _____
CABLE TYPE _____	<i>Water Service</i>
	<i>1 in Poly Length - 100 ft</i>

CASING SIZE 2 in ALLOY/MATERIAL PVC WALL THICKNESS \_\_\_\_\_

FLOODPLAIN ADMINISTRATOR'S REVIEW

Upon review, I, \_\_\_\_\_, a Floodplain Administrator for Pittsburg County, have determined that the above-referenced public service/pipeline crossing permit:

\_\_\_\_\_ Does \_\_\_\_\_ Does Not

fall within any floodplain.

\_\_\_\_\_  
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: AW
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: AW

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: AW

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: AW

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: AW

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: AW

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: AW

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: AW

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: AW

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: AW

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: AW

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: AW

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: AW

14. All pipelines made of non-metallic materials must have a tracer wire installed so the pipeline can be located from above the ground.

NA  
Initial: AW

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: AW

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: N/A  
AW

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.

x Allen Wollert  
Petitioner/Contractor Signature

4/21/2020  
Date

x Operator  
Title

918-569-4880  
Phone Number  
918-415-4445

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 \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Pittsburg County District # \_\_\_\_\_

Company Check# \_\_\_\_\_ Date of Check \_\_\_\_\_ Amount of Check N/C

COMMISSIONERS COMMENTS/CHANGES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

\_\_\_\_\_  
District 1 Commissioner

\_\_\_\_\_  
District 2 Commissioner

\_\_\_\_\_  
District 3 Commissioner

\_\_\_\_\_  
County Clerk

SARDIS LAKE WATER AUTHORITY  
P.O. BOX 430/ 161552 STATE HWY 2  
CLAYTON, OKLA. 74536  
918-569-4685 PH./FAX

## FAX COVER SHEET

ATTN:

NUMBER OF PAGES INCLUDING COVER SHEET: 7

FROM: Allen Wollert

DATE: 4/21/2020

MESSAGE:

Water line Crossing Dirt  
Road at 2070 Burnis  
Valley Rd Pittsburg, OK 74560  
• 3 miles west Nace Rd