

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

FILED

DATE: AUGUST 23, 2021

TIME: 9:00 A.M.

PLACE: COUNTY COMMISSIONERS CONFERENCE ROOM
PITTSBURG COUNTY COURTHOUSE
115 EAST CARL ALBERT PARKWAY
MCALISTER, OKLAHOMA

AUG 20 2021

TIME 8:40 AM
HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY DEPUTY

NOTE: FOR COPIES OF ITEMS ON THIS AGENDA, PLEASE CONTACT OUR OFFICE AT 918-423-1338 AND WE WILL BE HAPPY TO EMAIL THEM TO YOU.

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

1. CALL MEETING TO ORDER
2. ROLL CALL:
ROSS SELMAN - CHAIRMAN
KEVIN SMITH - VICE-CHAIRMAN
CHARLIE ROGERS - MEMBER
3. APPROVAL OF AGENDA
4. APPROVE/DISAPPROVE MEETING MINUTES
 - A. Regular Meeting Minutes from August 16, 2021
 - B. Special Meeting Minutes from August 18, 2021
5. RECOGNITION OF GUESTS/PUBLIC COMMENTS

Persons addressing the Board should state their name and address for the record and will be limited in duration at the discretion of the Chairman. Comments are limited to items of the agenda.

6. OFFICIALS - DEPARTMENT REPORTS
 - A. COUNTY CLERK
 - i. Letter removing receiving officer for Emergency Management
7. FISCAL TRANSACTIONS
 - A. CLAIMS AND PURCHASE ORDERS
 - B. OFFICIAL'S MONTHLY REPORTS
 - C. TRANSFERS
 - D. BLANKET PURCHASE ORDERS
 - E. FUEL BIDS
8. UNFINISHED BUSINESS
 - A. Approve/Disapprove Fee Schedule for the Pittsburg County Expo Center

9. AGENDA ITEMS

- A. Approve/Disapprove Testing & Inspection Agreement between Pittsburg County and JE Systems, Inc. for the testing and inspection of the fire alarm system and sprinkler system at the Pittsburg County Expo Center
- B. Approve/Disapprove Interagency Contract between the Oklahoma Department of Environmental Quality and Pittsburg County for the “Trash Cop” program with the Pittsburg County Sheriff
- C. Approve/Disapprove Leave Agreement between District 18 Drug Court and Under One Roof for lease of office space in McIntosh County, beginning October 1, 2021 and ending September 30, 2022
- D. Approve/Disapprove Detention Services Agreement between Pittsburg County and Sequoyah Enterprises for the Leflore County Juvenile Detention Center, in the amount of \$31.50 per day per child for Fiscal Year 2021-2022
- E. Approve/Disapprove Title Sheet for Revised Plans for the Bridge and Approaches over an Unnamed Creek, approximately 1.5 miles North and 0.9 miles West of Crowder, Job Piece No. 23886(04) - District 1
- F. Discussion and Possible Action on the Approval of a temporary rental agreement for the Pittsburg County Expo Center
- G. Discussion and Possible action addressing the pigeon problem at the Pittsburg County Courthouse
- H. Resolution 22-030 to declare items surplus, to be sold at public auction - District 1
- I. Resolution 22-031 to declare items surplus, to be sold at public auction - Sheriff
- J. Resolution 22-032 to advertise for the relocation of a waterline for the Swinging Bridge project, located over Jackfork Creek, approximately 0.25 miles south of Savage Road, Job Piece No. 32927(04) - District 2

10. NEW BUSINESS

- A. Consideration and Possible Action with respect to any other matters not known about or which could not have been foreseen prior to posting this agenda.

11. ROAD CROSSING PERMIT

- A. Permit 22.004, residential water line - District 1

12. 10:00 A.M. - BID OPENINGS

None.

13. 10:00 A.M. – PUBLIC HEARINGS

None.

14. RECESS OR ADJOURNMENT



Sandra Crews

Clerk

**PITTSBURG COUNTY COMMISSIONER
AUGUST 23, 2021
MEETING MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on August 23, 2021 at 9:00 A.M., Meeting held in the County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:40 A.M., August 20, 2021.

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

2. ROLL CALL: Roll was called.

Ross Selman	Present
Kevin Smith	Present
Charlie Rogers	Present

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

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MINUTES FROM:

A. REGULAR MEETING MINUTES FROM AUGUST 16, 2021: The minutes from the previous meeting, August 16, 2021 regular meeting were read. Rogers made a motion to approve the minutes; seconded by Smith.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

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B. SPECIAL MEETING MINUTES FROM AUGUST 18, 2021: The minutes from the previous meeting, August 18, 2021 special meeting were read. Smith made a motion to approve the minutes; seconded by Rogers.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

6. OFFICIALS – DEPARTMENT REPORTS:

A. COUNTY CLERK:

i. LETTER REMOVING RECEIVING OFFICER FOR EMERGENCY MANAGEMENT:
Selman read a letter removing the receiving officer for emergency management.

7. FISCAL TRANSACTIONS:

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

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

B. OFFICIAL'S MONTHLY REPORTS: None.

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C. TRANSFERS: Smith made a motion to approve all transfers; seconded by Rogers.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
Emergency Management	1572	\$1,000.00	Johnny's A Street Market
District #1	1574	\$ 100.00	Lindley's Grocery
District #1	1575	\$1,000.00	Rinker's Automotive
District #1	1576	\$ 500.00	Kiamichi Automotive
District #3	1573	\$2,200.00	Cintas
District #3	1577	\$ 300.00	Adams True Value
District #3	1580	\$6,545.00	CMC Express

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

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

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E. FUEL BIDS: The Following fuel bids were received.

VENDOR	UNLEADED NON ETHANOL	UNDYED LOW S. DIESEL	DYED LOW S. DIESEL	PROPANE
RAM INC.	2.3800	2.2250	2.2250	2.0900
HOOTEN	2.46094	2.30304	2.30654	No Bid
HOPKINS	2.4300	2.2600	2.2600	2.0900

Smith made a motion to award unleaded, undyed low sulfur diesel and dyed low sulfur diesel to Ram and propane to Ram and Hopkins with the stipulation that if the fuel cannot be delivered to move to the next lowest bidder; seconded by Selman.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS:

A. APPROVE/DISAPPROVE FEE SCHEDULE FOR THE PITTSBURG COUNTY EXPO CENTER: Smith explained the fee schedule. Selman made a motion to approve the fee schedule; seconded by Smith.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

9. AGENDA ITEMS:

A. APPROVE/DISAPPROVE TESTING & INSPECTION AGREEMENT BETWEEN PITTSBURG COUNTY AND JE SYSTEMS, INC FOR THE TESTING AND INSPECTION FO THE FIRE ALARM SYSTEM AND SPRINKLER SYSTEM AT THE PITTSBURG COUNTY EXPO CENTER: Selman stated the agreement is in the amount of \$1,199.00. Smith made a motion to approve the agreement; seconded by Selman.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

B. APPROVE/DISAPPROVE INTERAGENCY CONTRACT BETWEEN THE OKLAHOMA DEPARTMENT OF ENVIROMENTAL QUALITY AND PITTSBURG COUNTY FOR THE "TRASH COP" PROGRAM WITH THE PITTSBURG COUNTY SHERIFF: Sheriff Morris stated that the contract is in the amount of \$15,000.00. Selman made a motion to approve the contract; seconded by Smith.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

C. APPROVE/DISAPPROVE LEASE AGREEMENT BETWEEN DISTRICT 18 DRUG COURT AND UNDER ONE ROOF FOR LEASE OF OFFICE SPAC3E IN MCINTOSH COUNTY, BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022: Hope Trammell stated that the agenda should read lease instead of leave. Selman stated the lease agreement is in the amount of \$175.00 a month. Smith made a motion to approve the lease agreement; seconded by Rogers.

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AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

D. APPROVE/DISAPPROVE DETENTION SERVICES AGREEMENT BETWEEN PITTSBURG COUNTY AND SEQUOYAH ENTERPRISES FOR THE LEFLORE COUNTY JUVENILE DETENTION CENTER, IN THE AMOUNT OF \$31.50 PER DAY PER CHILD FOR FISCAL YEAR 2021-2022: Smith made a motion to approve the detention services agreement; seconded by Rogers.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

E. APPROVE/DISAPPROVE TITLE SHEET FOR REVISED PLANS FOR THE BRIDGE AND APPROACHES OVER AN UNNAMED CREEK, APPROXIMATELY 1.5 MILES NORTH AND 0.9 MILES WEST OF CROWDER, JOB PIECE NO. 23886(04) – DISTRICT 1: Smith made a motion to approve the title sheet; seconded by Selman.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

F. DISCUSSION AND POSSIBLE ACTION ON THE APPROVAL OF A TEMPORARY RENTAL AGREEMENT FOR THE PITTSBURG COUNTY EXPO CENTER: Selman explained the rental agreement. Smith stated that they used Ada and Shawnee Expo's agreements as examples. Smith made a motion to approve the temporary agreement; seconded by Rogers.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

G. DISCUSSION AND POSSIBLE ACTION ADDRESSING THE PIGEON PROBLEM AT THE PITTSBURG COUNTY COURTHOUSE: Smith stated that they have a quote from Wildlife X Team of Oklahoma in the amount of \$28,491.00 to get rid of the pigeons treat and clean and power wash the courthouse. Smith stated that the treatment is supposed to deter all birds and is warrantied to work for 2 years and that the biggest cost is the cleanup. Smith stated that the products are supposed to only deter the bids. Selman stated that this is the only company that has been found in the area that provides all the services. Smith made a motion to approve the quote; seconded by Selman.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

H. RESOLUTION 22-030 TO DECLARE ITEMS SURPLUS, TO BE SOLD AT PUBLIC AUCTION – DISTRICT 1: Selman read the resolution listing the follow items.

DESCRIPTION	ITEM #	VIN/SERIAL #
2004 Chevrolet Pickup	D1-301.145	1GCHK29U34E335275
2008 Dodge Quad Cab Pickup	D1-301.151	3D7KR28D68G125647
2007 Chevrolet Pickup	D1-301.158	1GCHK29UX7E134039

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

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

I. RESOLUTION 22-031 TO DECLARE ITEMS SURPLUS, TO BE SOLD AT PUBLIC AUCTION - SHERIFF: Selman read the resolution listing the following items.

DESCRIPTION	ITEM #	VIN/SERIAL #
2013 Ford Explorer	B-346	1FM5K8ARXDGC01621
2013 GMC Yukon	B-879	1GKS1CE08DR257400

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

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

J. RESOLUTION 22-032 TO ADVERTISE FOR THE RELOCATION OF A WATERLINE FOR THE SWINGING BRIDGE PROJECT, LOCATED OVER JACKFORK CREEK, APPROXIMATELY 0.25 MILES SOUTH OF SAVAGE ROAD, JOB PIECE NO. 32927(04) – DISTRICT 2: Smith explained the waterline relocation. Selman made a motion to approve the resolution; seconded by Smith.

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AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

10. NEW BUSINESS:

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

11. ROAD CROSSING PERMIT:

A. PERMIT 22.004, RESIDENTIAL WATER LINE – DISTRICT 1: Smith made a motion to approve the road crossing permit; seconded by Selman.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

12. 10:00 A.M. – BID OPENINGS: None.

13. 10:00 A.M. - PUBLIC HEARINGS: None.

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

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AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2021-2022

Date Range: 08/23/2021 to 08/23/2021

PO	Warrant No.	Vendor Name	Purpose	Amount
Animal Shelter				
1316-1-8020-2005				
001502	000091	ADA PAPER COMPANY	KENNEL SUPPLIES	\$ 467.25
001524	000092	CENTER, EWELL	VET SERVICES	\$ 600.00
001527	000093	MILLER OFFICE EQUIPMENT	COPY OVERAGES	\$ 66.75
Total:				\$ 1,134.00
Control Substance				
7301-1-0200-2005				
001391	000003	THE BANK N.A.	SAFE DEPOSIT BOX REN	\$ 50.00
Total:				\$ 50.00
Drug Court				
7206-1-1900-2005				
001458	000025	AT&T	MONTHLY SERVICE	\$ 259.32
001459	000026	AT&T	MONTHLY SERVICE	\$ 83.02
001460	000027	REDWOOD TOXICOLOGY LABORATOR	LAB FEES	\$ 1,919.78
001479	000028	MCINTOSH CO. YOUTH & FAMILY RES	OFFICE RENTAL	\$ 175.00
Total:				\$ 2,437.12
Econ Dev Trust				
7603-4-0500-2005				
001525	000001	LOWES	MAINTENANCE SUPPLIE	\$ 41.61
001528	000002	LINGO COMMUNICATIONS	MONTHLY SERVICE	\$ 326.76
001529	000003	LOWES	MAINTENANCE SUPPLIE	\$ 399.20
Total:				\$ 767.57
General				
0001-1-0100-2005				
000996	000469	ROCIC	SERVICE FEES	\$ 300.00
Total:				\$ 300.00

PO	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-1-1000-2005				
001535	000470	MILLER OFFICE EQUIPMENT	MAINTENANCE CONTRA	\$ 141.65
			Total:	\$ 141.65
0001-1-1700-2005				
001422	000471	XEROX CORPORATION	COPIER LEASE	\$ 952.90
			Total:	\$ 952.90
0001-1-2200-2005				
000864	000472	WAV 11		\$ 150.00
000865	000473	WAV 11	ANTIVIRUS LICENSE	\$ 336.00
			Total:	\$ 486.00
0001-1-3300-2005				
001310	000474	ARTS ELECTRIC	INSTALL LIGHTS	\$ 3,175.01
001311	000475	ARTS ELECTRIC	ELECTRICAL OUTLETS	\$ 307.00
001431	000476	LOWES	PAINTING SUPPLIES	\$ 33.19
001495	000477	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 861.73
001503	000478	ALEXANDER S REFRIGERATION	ICE MACHINE REPAIR	\$ 450.00
001532	000479	CINTAS CORPORATION # 618	JANITORIAL SUPPLIES	\$ 41.08
001563	000480	CENTER POINT ENERGY ARKLA	MONTHLY SERVICE	\$ 55.65
001550	000481	TISDAL & O HARA	LEGAL SERVICES	\$ 857.50
			Total:	\$ 5,781.16
0001-2-0400-1310				
000716	000482	HANCE, KODY C.	TRAVEL	\$ 56.51
			Total:	\$ 56.51
0001-2-0400-2005				
000311	000483	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 75.96
000314	000484	ATWOODS	MAINTENANCE SUPPLIE	\$ 31.57
000687	000485	HOLMANS FAST LUBE	OIL CHANGE ETC	\$ 353.12
000979	000486	OKLA. DEPT. OF PUBLIC SAFETY	OLETS USER FEES	\$ 350.00
			Total:	\$ 810.65
0001-2-0400-2012				
001287	000487	PERFORMANCE FOODSERVICE - LITT	INMATE GROCERIES	\$ 1,370.13
			Total:	\$ 1,370.13
0001-2-2700-2005				
001343	000488	ADA PAPER COMPANY	DISINFECTANT	\$ 388.79

PO	Warrant No.	Vendor Name	Purpose	Amount
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General

0001-2-2700-2005

001496	000489	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 10.60
001497	000490	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 39.58
001548	000491	CENTER POINT ENERGY ARKLA	MONTHLY SERVICE	\$ 89.33
			Total:	\$ 528.30

0001-5-0900-2005

001478	000493	LOWES	BOTTLED WATER	\$ 19.92
001508	000494	ALERT 360	SECURITY MONITORING	\$ 42.65
001562	000495	FUSION	MONTHLY SERVICE	\$ 160.40
			Total:	\$ 222.97

0001-6-0800-2005

001514	000492	CANON FINANCIAL SERVICES	MONTHLY COPIER LEAS	\$ 150.00
			Total:	\$ 150.00

Health

1216-3-5000-2005

000616	000048	THE SIGN DEPOT	SIGNS	\$ 862.45
000617	000049	THE SIGN DEPOT	SIGNS	\$ 1,131.35
001309	000050	SANOFI PASTEUR INC	VACCINE	\$ 348.18
001348	000051	AED EVERYWHERE INC	AED SUPPLIES	\$ 288.20
001543	000052	VIP VOICE SERVICES LLC	MONTHLY SERVICE	\$ 3,244.85
			Total:	\$ 5,875.03

Highway

1102-6-4300-2005

001305	000326	DOLESE	5/8" #3 COVER CHIPS	\$ 4,352.77
001333	000327	DOLESE	5/8" #3 COVER CHIPS	\$ 718.62
001359	000328	DOLESE	5/8" #3 COVER CHIPS	\$ 2,180.89
			Total:	\$ 7,252.28

Hwy-ST

1313-6-8040-2005

000820	000353	YOUNGMAN ROCK	#4 SCREENINGS	\$ 1,731.60
001095	000354	DOLESE	3/8" #2 COVER CHIPS	\$ 7,349.37
001233	000355	IBT, INC.	PLANT SUPPLIES	\$ 642.17
001296	000356	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 11,737.00

PO	Warrant No.	Vendor Name	Purpose	Amount
Hwy-ST				
1313-6-8040-2005				
001307	000357	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 12,396.60
001308	000358	DOLESE	#4 SCREENINGS	\$ 4,654.23
001312	000359	RAM INC	FUEL	\$ 4,780.72
001341	000360	DOLESE	3/8" #2 COVER CHIPS	\$ 7,398.82
001342	000361	ASPHALT & FUEL SUPPLY	ASPHALT BINDER	\$ 11,935.85
001395	000362	BEMAC SUPPLY	FUEL LINE	\$ 2.36
001408	000363	DOLESE	3/8" #2 COVER CHIPS	\$ 7,356.33
001409	000364	DOLESE	#4 SCREENINGS	\$ 4,721.70
001411	000365	ASPHALT & FUEL SUPPLY	ASPHALT BINDER	\$ 12,086.20
001418	000366	RAM INC	FUEL	\$ 6,000.48
001426	000367	DOLESE	#4 SCREENINGS	\$ 4,693.45
001443	000368	ASPHALT & FUEL SUPPLY	ASPHALT BINDER	\$ 11,703.05
001455	000369	JAMES SUPPLIES	WELDING SUPPLIES	\$ 50.20
001530	000370	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 1,652.51
			Total:	\$ 110,892.64

1313-6-8041-2005				
001058	000371	COMDATA	OVERAGES	\$ 112.33
001534	000372	LOCKE HEATING & COOLING SUPPLY	A/C PARTS	\$ 55.34
			Total:	\$ 167.67

1313-6-8042-2005				
000127	000373	OTA PIKEPASS	TOLL CHARGES	\$ 19.05
001493	000374	ATLINK SERVICES	MONTHLY INTERNET SE	\$ 125.00
			Total:	\$ 144.05

1313-6-8043-2005				
000137	000375	COMDATA	FUEL	\$ 5,663.77
000870	000376	CMC EXPRESS	CONTRACT HAULING	\$ 6,217.75
001163	000377	DOLESE	3/4" #1 COVER CHIPS	\$ 4,293.39
001551	000378	FUSION	MONTHLY SERVICE	\$ 70.62
001552	000379	MILLER OFFICE EQUIPMENT	MONTHLY COPIER LEAS	\$ 33.70
001553	000380	VYVE BROADBAND	MONTHLY SERVICE	\$ 110.95
			Total:	\$ 16,390.18

Jail-ST

1315-2-8034-2005				
000540	000119	OKLAHOMA ROOFING & SHEET METAL	JAIL MAINTENANCE WOR	\$ 2,528.50
000638	000120	LOCKE HEATING & COOLING SUPPLY	MAINTENANCE SUPPLIE	\$ 899.04
001068	000121	CITY OF MCALESTER	WATER USEAGE FOR JAI	\$ 3,180.13

PO	Warrant No.	Vendor Name	Purpose	Amount
Jail-ST				
1315-2-8034-2005				
001226	000122	A-1 NATIONAL FIRE CO	INSPECTION FEES	\$ 779.00
			Total:	\$ 7,386.67
1315-2-8034-2011				
000098	000123	WOODS PHARMACY	INMATE PRESCRIPTIONS	\$ 494.60
001476	000124	ANGELO LUCKETT DDS PC	INMATE DENTAL	\$ 190.00
			Total:	\$ 684.60
Rural Fire-ST				
1321-2-8201-4130				
001483	000090	WELCH STATE BANK	LEASE PAYMENT	\$ 784.34
			Total:	\$ 784.34
1321-2-8203-2005				
001367	000091	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 37.35
			Total:	\$ 37.35
1321-2-8204-4130				
001484	000092	WELCH STATE BANK	LEASE PAYMENT	\$ 1,018.50
			Total:	\$ 1,018.50
1321-2-8205-2005				
000069	000093	COMDATA	FUEL	\$ 161.47
001504	000094	COALGATE FIRE TRAINING FUND	TRAINING	\$ 1,000.00
001505	000095	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 80.00
			Total:	\$ 1,241.47
1321-2-8205-4130				
001485	000096	ARMSTRONG BANK	LEASE PAYMENT	\$ 723.53
			Total:	\$ 723.53
1321-2-8206-2005				
000071	000097	SNOW, TITUS	LAWN CARE	\$ 750.00
			Total:	\$ 750.00
1321-2-8207-2005				
000692	000098	EMERGENCY APPARATUS MAINTENA	SKID UNIT REPAIRS	\$ 4,702.04
001421	000099	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 57.59

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8207-2005				
			Total:	\$ 4,759.63
1321-2-8208-2005				
001565	000100	RURAL WATER DIST #18	MONTHLY SERVICE	\$ 200.00
001566	000101	OKLA. TELEPHONE & TELEGRAPH	MONTHLY SERVICE	\$ 221.76
001567	000102	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 68.51
			Total:	\$ 490.27
1321-2-8214-4130				
001486	000103	WELCH STATE BANK	LEASE PAYMENT	\$ 1,031.08
			Total:	\$ 1,031.08
1321-2-8216-2005				
001376	000104	SMITH CONSTRUCTION & OILFIELD S	TRANSPORT FIRE TRUC	\$ 4,748.00
001538	000105	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 111.32
			Total:	\$ 4,859.32
1321-2-8216-4110				
000789	000106	HERRING VOLUNTEER FIRE & RESCU	PUMPER TRUCK	\$ 68,000.00
			Total:	\$ 68,000.00
1321-2-8217-2005				
000512	000107	SUMMIT TRUCK GROUP	TRUCK REPAIRS	\$ 5,192.43
			Total:	\$ 5,192.43
1321-2-8218-2005				
001440	000108	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 17.59
			Total:	\$ 17.59
1321-2-8219-4130				
001487	000109	WELCH STATE BANK	LEASE PAYMENT	\$ 1,255.55
			Total:	\$ 1,255.55
1321-2-8225-4130				
001488	000110	WELCH STATE BANK	LEASE PAYMENT	\$ 2,179.94
001489	000111	K & B GENERAL CONSTRUCTION INC.	LEASE PAYMENT	\$ 1,375.19
			Total:	\$ 3,555.13

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8227-4130				
001490	000112	WELCH STATE BANK	LEASE PAYMENT	\$ 690.08
			Total:	\$ 690.08
1321-2-8228-2005				
000092	000113	COMDATA	FUEL	\$ 43.48
			Total:	\$ 43.48
SH Commissary				
1223-2-0400-2005				
000094	000027	PEPSI-COLA BOTTLING CO.	INMATE COMMISSARY	\$ 600.00
000095	000028	WOODS PHARMACY	FIRST AID SUPPLIES	\$ 31.72
001289	000029	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 220.67
001294	000030	COMMISSARY EXPRESS	INMATE COMMISSARY	\$ 2,658.72
001435	000031	LOWES	JAIL MAINTENANCE SUP	\$ 743.28
001512	000032	WOODS PHARMACY	FIRST AID SUPPLIES	\$ 53.04
			Total:	\$ 4,307.43
SH Svc Fee				
1226-2-0400-2005				
000479	000157	T & W TIRE	FLAT REPAIR	\$ 80.00
001387	000158	AMERICAN SOLUTIONS	CAR DETAIL SUPPLIES	\$ 118.50
001414	000159	UNITED PACKAGING & SHIPPING	SHIPPING	\$ 50.35
001513	000160	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 150.00
			Total:	\$ 398.85
1226-2-3400-2005				
000469	000161	ARROW MACHINERY CO	JAIL MAINTENANCE SUP	\$ 264.88
000868	000162	AIRGAS	WELDING SUPPLIES	\$ 233.30
001416	000163	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY ELECTRIC SER	\$ 88.16
001436	000164	VYVE BROADBAND	CABLE SERVICE	\$ 222.96
001438	000165	ARROW MACHINERY CO	JAIL MAINTENANCE SUP	\$ 39.90
001464	000166	STERICYCLE INC	BIO HAZARD WASTE RE	\$ 94.29
			Total:	\$ 943.49
1226-2-3400-2030				
000103	000167	ATWOODS	MAINTENANCE SUPPLIE	\$ 101.24
000105	000168	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 192.19
001432	000169	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 417.88

PO	Warrant No.	Vendor Name	Purpose	Amount
----	-------------	-------------	---------	--------

SH Svc Fee

1226-2-3400-2030

001434	000170	NCIC	INMATE PHONE COMMIS	\$ 2,619.90
001466	000171	INDIAN NATION WHOLESALE CO.	JANITORIAL SUPPLIES	\$ 132.73
001467	000172	US FOODS	JAIL KITCHEN SUPPLIES	\$ 120.57
001469	000173	US FOODS	JAIL JANITORIAL SUPPLI	\$ 252.58

Total: \$ 3,837.09

Grand Total: \$ 267,918.69

Purchase Orders By Account

Fiscal Year : 2020-2021

Date Range: 08/23/2021 to 08/23/2021

PO	Warrant No.	Vendor Name	Purpose	Amount
ARPA 2021				
1566-1-2000-4110				
010289	000004	MCALESTER MECHANICAL, LLC		\$ 27,160.00
			Total:	\$ 27,160.00
General				
0001-1-1000-2005				
010731	004444	KELLPRO SOFTWARE & TECHNOLOG	MONITOR ETC	\$ 1,804.00
			Total:	\$ 1,804.00
0001-1-1700-2005				
010644	004445	CUSTOM SCREEN PRINTERS	UNIFORM SHIRTS	\$ 244.00
			Total:	\$ 244.00
0001-1-2200-2005				
010319	004446	EZ TEES & CAPS	UNIFORM SHIRTS	\$ 824.77
010508	004447	EZ TEES & CAPS	UNIFORM JACKETS	\$ 489.89
			Total:	\$ 1,314.66
0001-5-0900-2005				
010343	004448	OKLAHOMA STATE UNIVERSITY	MONITOR ETC	\$ 615.77
010637	004449	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 2,555.21
010725	004450	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 102.75
			Total:	\$ 3,273.73
Rural Fire-ST				
1321-2-8207-2005				
009739	001276	COMDATA	FUEL	\$ 373.14
			Total:	\$ 373.14
1321-2-8228-2005				
009499	001277	BEMAC SUPPLY	CHAINSAW ETC	\$ 3,443.82
			Total:	\$ 3,443.82

PO	Warrant No.	Vendor Name	Purpose	Amount
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SH Commissary

1223-2-0400-2005

010050	000406	WEDDLE SIGNS	SIGN FOR OFFICE	\$ 2,107.59
			Total:	\$ 2,107.59

SH Svc Fee

1226-2-0400-2005

009373	001459	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 196.57
010352	001460	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 197.94
			Total:	\$ 394.51

Grand Total: \$ 40,115.45

McAlester/Pittsburg County Emergency Management

*705 EOC Drive
McAlester, Ok. 74501
Office- 918 423 5655
Fax- 918 423 2677*

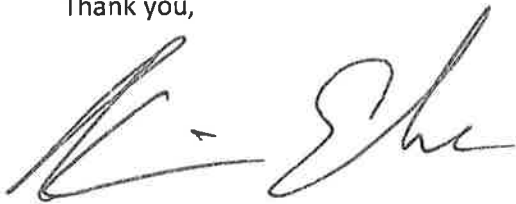
August 20, 2021

Pittsburg County Commissioners
115 East Carl Albert Pkwy
McAlester, OK 74501

Sirs:

Please remove Hillary Tripp as Receiving Officer for Pittsburg County Emergency Management

Thank you,

A handwritten signature in black ink, appearing to read "Kevin Enloe". The signature is fluid and cursive, with a large initial "K" and a long, sweeping underline.

Kevin Enloe
Director

SA&I 1-4046 (1982)

VENDOR TELEPHONE QUOTE SHEET

8/23/2021

USE TO OBTAIN BIDS FOR ITEMS COSTING UNDER \$750 NOT ON 6-MONTHS BID LIST

DEPARTMENT			BUYER OBTAINING QUOTE			DELIVERY DATE			P.O. NUMBER			PHONE NUMBER		
						CHARLIE OR			CLINT			423-3121		
HIGHWAY			PURCHASING									800-637-2412		
			PRICE						PRICE					
LINE NO	UNIT NO.	QUANTITY	SUPPLIES/SERVICES DESC.			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL			
			UNLEADED NON ETHANOL						2.46094		2.4300			
			UNDYED LOW SULPHUR DIESEL						2.30304		2.2600			
			DYED LOW SULPHUR DIESEL						2.30654		2.2600			
			PROPANE						NO BID		2.0900			

QUOTE GOOD FOR ____ DAYS

QUOTE GOOD UNTIL (DATE)

VENDOR **RAM**

REPRESENTATIVE **RONNIE**

DELIVERY DATE

P.O. NUMBER

PHONE NUMBER

QUOTE GOOD FOR ____ DAYS

QUOTE GOOD UNTIL (DATE)

VENDOR **HOOTEN**

REPRESENTATIVE **DAVID OR**

DELIVERY DATE

P.O. NUMBER

PHONE NUMBER **800-256-4590**

QUOTE GOOD FOR ____ DAYS

QUOTE GOOD UNTIL (DATE)

VENDOR **HOPKINS**

REPRESENTATIVE **DONALD**

DELIVERY DATE


P.O. NUMBER

PHONE NUMBER

Ram, Inc. submits the following fuel bids for the week: August 23rd, 2021.

FUEL	CLEAR	DYED	UP
2.3800	2.2250	2.2250	2.0900

FILED

AUG 23 2021
 TIME 2:00 AM
 HOPE TRAMMELL COUNTY CLERK
 PITTSBURG COUNTY
 BY  DEPUTY

18 cents per gallon will be added if truck goes to new location.

Thank You,

Twilah Monroe

Pittsburg County

Expo Center

4500 West U.S. Highway 270
McAlester, Oklahoma 74501
918-423-1338

Fee Schedule

ROOM RENTAL

Entire Building (80,000 sq. ft.)	\$2,500.00
Subsequent day(s), thereafter	\$2,000.00
Set-up	\$ 200.00
Dirt Installation/Removal	\$ 500.00
Expo Hall (50,000 sq. ft.)	\$1,500.00
Subsequent day(s), thereafter	\$1,000.00
Set-up	\$ 150.00
Dirt Installation/Removal	\$ 500.00
Room 101 (3,750 sq. ft.)	
Hourly (3 hour minimum)	\$ 50.00
Daily rate (8 hours)	\$ 350.00
Additional hours (past 8 hours, daily rate)	\$ 35.00
Set-up (tables & chairs only)	\$ 50.00
Room 103 (10,875 sq. ft.)	
Hourly (3 hour minimum)	\$ 100.00
Daily rate (8 hours)	\$ 500.00
Additional hours (past 8 hours, daily rate)	\$ 75.00
Set-up (tables & chairs only)	\$ 100.00
Room 205 (780 sq. ft.)	
Hourly (3 hour minimum)	\$ 40.00
Daily rate (8 hours)	\$ 200.00
Additional hours (past 8 hours, daily rate)	\$ 30.00
Set-up (tables & chairs only)	\$ 50.00
Room 207 (928 sq. ft.)	
Hourly (3 hour minimum)	\$ 40.00
Daily rate (8 hours)	\$ 200.00
Additional hours (past 8 hours, daily rate)	\$ 30.00
Set-up (tables & chairs only)	\$ 50.00
Room 209 (986 sq. ft.)	
Hourly (3 hour minimum)	\$ 40.00
Daily rate (8 hours)	\$ 200.00
Additional hours (past 8 hours, daily rate)	\$ 30.00
Set-up (tables & chairs only)	\$ 50.00
Mezzanine (4,725 sq. ft.)	
Hourly (3 hour minimum)	\$ 50.00
Daily rate (8 hours)	\$ 350.00
Additional hours (past 8 hours, daily rate)	\$ 35.00
Set-up (tables & chairs only)	\$ 50.00

Kitchen Access (per day)

\$ 100.00

SERVICES

Refreshments Fee (per day)	\$	25.00
Set-up fee	\$	1.00
Beverage Only (Coffee, Tea, Bottled Water)/person	\$	2.00
Beverage & Donuts/person		
Tables/Chairs		
Tables, each	\$	1.50
Chairs, each	\$	0.25
RV Hookups/day (Electric Only)	\$	25.00

SECURITY DEPOSIT

A security deposit will be required when booking an event at the Expo Center. Security deposits are separate payments from the initial rental deposit and remaining balances. Security deposits are required for all rentals and will be fully refunded without facility damage or violations to contract. The following is a fee schedule for security deposits:

Expo Hall/Entire Building	\$500.00
Downstairs Rooms (101 & 103)	\$100.00
Upstairs Rooms (205, 207, 209, Mezzanine)	\$50.00/room

All Security Deposits are due at signing of rental agreement.

RENTAL DEPOSIT

An initial rental deposit is required to reserve a room or date, 50% of the total rental rate is required at the time the contract is signed. Remaining balance is to be paid within 30 days before first scheduled date. No event will be held, or date removed from availability until the full deposits are made.

CANCELLATION

CANCELLATION POLICY: If Lessee wishes to cancel or change the date of an event, a dated, written request must be provided to the Chairman of the Board of County Commissioners. In the event a request is made to change dates, all deposits and payments will be transferred to the new date, once a full contract is signed and prepared. If a Lessee wishes to cancel an event, 100% of security deposit will be returned up to 30 days prior to first date reserved. Upon cancellation by the Lessee, the following fee schedule will apply in regards to initial rental deposits:

90+ days	Full refund of all deposits and payments
89 - 60 days	50% of all deposits non-refundable
59 - 30 days	100% of all deposits non-refundable
Less than 30 days	100% of all deposits and payments, including security deposit, non-refundable.

No refunds will be given when the event is canceled by the Board of County Commissioners, due to the Lessee's non-compliance with terms and conditions.

If the total final payment due is not paid in full 30 days prior to the first date reserved for the event, the even will be subject to cancellation. The Board of County Commissioners reserved the right to refuse use of the leased space unless FULL payment is made.

The Board of County Commissioners, Pittsburg County, reserves the right to cancel any event in the event of a natural disaster or when the center is needed for a public health emergency. In such case, a full refund will be made.



JE Systems, Inc.

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

Since 1964

08/18/2021

Quote 957330

Proposed By JE Systems, Inc. For Pittsburg County Expo Center
P.O. Box 6246 4500 West, US-270
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: \$1,199.00 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



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Fire Alarm Testing and Inspection Provisions

JE Systems, Inc. proposes to test and inspect the Fire Alarm Systems at Pittsburg County Expo Center 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 Expo Center 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 Expo Center 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

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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 Expo Center.

- 1 Fire Alarm Control Panel
- 1 Notification Expanders
- 33 Smoke Detectors
- 49 Heat Detectors
- 20 Manual Pull Stations
- 39 Audio Visual Devices **Horns/Strobes*
- 6 Monitor Modules
- 4 Relay Modules
- 3 Sprinkler Tamper Switches
- 2 Sprinkler Flow Switch
- 4 Batteries
- *Lift Provided by Pittsburg County*

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 Expo Center 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 Expo Center.

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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 Expo Center.

DATE ACCEPTED: 08/23/2021

SIGNATURE: Ross Solomon

TITLE: Chairman, BOCC

PURCHASE ORDER: _____

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Fort Smith, AR 72906
PH: 479-783-2756
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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

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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

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08/18/2021

Quote 957330

***NFPA 72 Documentation for Testing and Inspection**

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

INTERAGENCY CONTRACT

This Contract made for the provision of a portion of the cost of an Environmental Officer by and between the State of Oklahoma, ex.rel. The Department of Environmental Quality hereinafter referred to as "Department" and/or DEQ and the Board of Pittsburg County Commissioners hereinafter referred to as "Contractor". In consideration of the provisions set forth herein; the parties mutually agree to the following provisions and any Addenda attached hereto and incorporated herein; Therefore, in consideration of the foregoing and the mutual Contracts set forth, Contractor and Department agree as follows:

I. STATUTORY AUTHORITY AND EFFECTIVE DATES OF CONTRACT

- i. This contract is authorized pursuant to and in accordance with the provisions of Title 74 O.S. §581 and/or Title 74 O.S. §1001 through §1008; and 27A O.S. § 1-3-101, 27A O.S. § 2-10-202, 27A O.S. §§ 2-3-201, 2-3-202 and 27A O.S. § 2-10-802(C);
- ii. The Contract shall be in effect from the date signed by both parties, or the day an executed Purchase Order has been issued, whichever is later, through June 30, 2022;
- iii. The parties to this contract understand and acknowledge any future contracts or renewals are not automatic nor implied by this contract. The parties further acknowledge and understand this contract is effective only for the term set forth in Paragraph I (A) above;
- iv. Under the provision of Title 74 O.S. §581 and/or Title 74 O.S. §1001 through §1008, the Department and the Contractor have entered into this Contract as public agencies under the law of this state; and service(s) rendered by the Contractor has been identified as an exempt service(s) and the contractor has the ability to provide service(s) to commercial and governmental entities ;
- v. Therefore, in consideration of the foregoing and the mutual Contracts set forth, Contractor and The Department of Environmental Quality agree as follows:

II. SERVICE CONTRACT JUSTIFICATION | CONTRACT

- i. In accordance with 74 O.S. § 85.4.E.2., Department hereby certifies that the services(s) requested on the attached requisition/contract complies with the following:
- ii. No employee of this Department is able and available to perform the services to be provided pursuant to the contract;
- iii. This Department shall receive, review and accept a detailed work plan from the contractor for performance pursuant to the contract if requested by the State Purchasing Director;
- iv. This Department has developed, and fully intends to implement, a written plan providing for the assignment of specific Department personnel to:
 - a. monitoring and auditing contractor performance;
 - b. the periodic review of interim reports, or other indications of past performance, and;

- c. if requested by the State Purchasing Director, the ultimate utilization of the final product of the nonprofessional or professional services;
- v. The work to be performed under the contract necessary to this Department's responsibilities and there is statutory authority to enter into the contract;
- vi. The contract will not establish an employment relationship between this state, this Department, or the Department's persons performing under the contract;
- vii. No current state employee will engage in the performance of the contract unless approved by the State Purchasing Director;
- viii. The purchase of the nonprofessional services is justified, and
- ix. The contract contains provisions that are required by Section 85.41 of this title.
- x. This justification for such nonprofessional or professional service(s) in accordance with Title 74 O.S. § 85.4.E.2." above as follows: Contract to provide funding to local law enforcement agency to assist with an environmental crimes enforcement program to investigate and clean up illegal dump sites for purposes of administering the Oklahoma Solid Waste Management Act.

III. STATEMENT OF WORK

The Contractor shall provide the services as indicated and in the manner set forth in the Statement of Work attached hereto and incorporated herein. Said Statements of Work and other Addenda shall be binding on the parties of this contract as if fully stated herein:

- i. This Contract is to provide reimbursement for a portion of deputy salary and benefits, safety equipment, supplies, and other costs associated with investigating, and cleaning up, illegal dumps, as further described in Attachment A.
- ii. Reimbursed costs include, but are not limited to, labor and expenses associated with providing the services described in Attachment A. See Attachment B to purchase equipment.

IV. COMPLIANCE

- i. Contractor agrees to possess and demonstrate compliance with all licenses, certifications, and permits that are required to lawfully perform the duties under this contract, including but not limited to Department Certification. Loss of required certification, permit, or license by the Contractor shall automatically terminate this contract.
- ii. DEQ reserves the right to request copies of licensure at any time and Contractor agrees to provide proof of licensure.
- iii. The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, including any regulations and rules promulgated by any governmental authorities which are applicable to the Contract.
- iv. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by Department.

- v. The Contract agrees to comply with the State of Oklahoma Contractor Registration Requirements. Requirements and Registration is available at:
https://www.ok.gov/DCS/Central_Purchasing/Contractor_Registration/index.html
- vi. The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at <https://www.uscis.gov/e-verify>.
- vii. Termination of Contract shall be based on:
 - a. **TERMINATION FOR CAUSE:** The Contractor may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the Contractor. The State may terminate the Contract immediately, without a 30-day written notice to the Contractor, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.
 - b. **TERMINATION FOR CONVENIENCE:** The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the Contractor a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the Contractor.

V. COMPENSATION AND APPROPRIATIONS

- i. **COMPENSATION:** In consideration of the faithful performance by the Contractor of the services identified in the Statement of Work and in conformity with the administrative procedures set forth herein, the Department agrees to compensate Contractor an amount not to exceed Fifteen Thousand Dollars And Zero Cents | \$15,000.00 unless amended in writing and approved by contractor and Department. Compensation may be less than that originally requested in Contractor's application.
- ii. **INVOICES AND PAYMENTS** Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received. State Acquisitions are exempt from sales taxes and federal excise taxes. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

- iii. **TAX EXEMPTION:** State agency acquisitions are exempt from sales taxes and federal excise taxes. Contractors shall not include these taxes in price quotes.
- iv. **APPROPRIATIONS:** The terms of any Contract resulting from any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year Contracts. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding. This contract is made subject to the availability of State and/or Federal funds and if such funds become unavailable during the term of this contract, then this Contract may be immediately reduced or terminated by the Department.

VI. GENERAL PROVISIONS

- i. **PROVISIONS BINDING:** The provisions of this Contract shall be binding on and ensure to the benefit of the Department and the Contractor and their respective successors and permitted assigns.
- ii. **ASSIGNMENT AND SUBCONTRACTING:** This Contract may not be assigned without written approval from the Department. If approved, the assignment is subject to the terms of this contract or grantor agency; and, if the source of funding is federal, subcontractor is also subject to sub-recipient terms and conditions of that funding. The Contractor shall not engage in any subcontract to provide the services herein without prior written approval of the Department. If approved, the Contractor shall be liable for any act of the subcontractor, including any act that constitutes a breach of this contract. An approved subcontractor shall be subject to the terms of this contract or grantor agency. Any subcontracts shall be terminated if a conflict of interest arises between the subcontractor and the Department.
- iii. **FORCE MAJEURE:** Performance may be suspended by either party in case of an Act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, labor, or transportation, accident, national defense requirement, or any cause beyond the control of such party, which prevents the performance of such party. In the event of any of the aforementioned circumstance, Contractor shall be obligated to provide for and Department to pay for only such services as are actually rendered.
- iv. **AFFIRMATION OF STATE EMPLOYMENT:** Contractor, by execution of this Contract, acknowledges and affirms that he/she (1) is not a current employee of the Department, an agency of the State of Oklahoma and (2) has not been an employee of the Department, an agency of the State of Oklahoma within the twelve (12) months next preceding the effective date of this Contract.
- v. **INDEPENDENT CONTRACTOR:** In the performance of all services rendered under this Contract, Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the parties, and accordingly shall not be eligible for rights or benefits accruing to state employees.
- vi. **AUDIT AND RECORDS CLAUSE:** As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form. In accepting any contract with the State, the contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to the execution of the resultant contract. The contractor is required to

retain all records and supporting documentation relative to this contract for the duration of the contract term and a period of seven years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven year period, the records are required to be maintained for seven years from the date that all issues arising out of the action are resolved or until the end of the seven year retention period, whichever is later. Contractor agrees the review of all records as they relate to the performance of professional services are to be subject to examination by the Department, the State Auditor and Inspector and the State Purchasing Director.

- vii. **NO GRANT OF AUTHORITY:** Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the Department, and Contractor agrees not to assume or incur any such liability or obligation without the prior express written consent of the Department.
- viii. **NO OTHER CONTRACT:** Contractor certifies and warrants that it has entered into no other Contract that would prevent performance of the services agreed to herein on the terms and conditions stated. Contractor further certifies and warrants that no such Contract will be entered into during the pendency of this Contract.
- ix. **ENTIRE CONTRACT:** This Contract, along with any quotes, the purchase order, change orders if applicable, amendments if applicable, and other attachments or supporting documentation constitutes the entire Contract and understanding between the parties with respect to the matters contained herein and supersedes all other Contracts between and representations by the parties with respect to such matters.
- x. **AMENDMENT AND MODIFICATION:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or contract stated in the solicitation. All amendments to the solicitation shall be made in writing by the Agency. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the Contractor. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Agency in writing, or made unilaterally by the Contractor, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or contract stated in the resultant Contract.
- xi. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants: A.) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency; B.) Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; C.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local); D.) Have not within a three-year period preceding this

application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.

- xii. **NOTICES:** Any notice hereunder to be given by either party to the other shall be in writing and shall be effective when received.
- xiii. **NO WAIVER:** Waiver by the Department of any breach of any provision of this Contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.
- xiv. **SEVERABILITY:** The Contracts and covenants contained herein are severable, and in the event any of them shall be held to be invalid by a court of competent jurisdiction, this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.
- xv. **CHOICE OF LAW:** Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.
- xvi. **CHOICE OF VENUE:** Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.
- xvii. **INDEMNIFICATION:** The Contractor shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability insurance of no less than \$1,000,000.00 to adequately compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents, employees or the like. Said policy must provide that the carrier may not cancel or transfer the policy without giving the Department thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the contract and provide the Department with evidence of such insurance and renewals upon request. The Policy Certificate Holder shall be listed as State of Oklahoma Department of Environmental Quality 707 N. Robinson | Post Office Box 1677 Oklahoma City, Oklahoma 73101-1677 on all insurance certificates. Contractor shall indemnify and hold harmless the Department against any and all bodily injury and property damage, deficiencies or liabilities resulting from any negligence on the part of Contractor, its employees or independent contractors, or non-fulfillment of any term or condition of this contract. Contractor shall indemnify and hold harmless the Department under the Contract from any and all assessments, judgments, cost, legal and other reasonable expenses incidental to any of the foregoing.
- xviii. **DELIVERY: F.O.B. DESTINATION:** Delivery, Inspection and Acceptance: Unless otherwise specified in the contract documents, all deliveries shall be F.O.B. Destination. The Contractor(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until accepted by the receiving agency. The Contractor(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. Contractor(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Agency.

- xix. **COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007:** The Contractor certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.
- xx. **COMPLIANCE WITH APPLICABLE LAWS:** The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- xxi. **MONITORING AND FINANCIAL COMPLIANCE REVIEW: DEQ, through** any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under this Contract and financial transactions related thereto. Such inspections, investigations or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation or evaluation is conducted by DEQ, Contractor shall provide all reasonable assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance of the services. DEQ shall have access to and the authority to examine and copy all records related to this Contract and the services to be provided under it at any time during the period such records are required to be maintained or retained by the Contractor. DEQ will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.
- xxii. **UNALLOWABLE COSTS:** In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended DEQ funds on unallowable costs on this or any previous Contract, Contractor shall reimburse DEQ in full for all such costs on demand. DEQ may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.
- xxiii. **APPEAL:** In the event any audit resolution, review, monitoring, or oversight results in the determination that DEQ has overpaid the Contractor for this or any previous Contract, Contractor has a right to file a written appeal to the DEQ Executive Director. DEQ will consider the appeal before final action or reimbursement is sought by DEQ. Payments under the Contract will continue while the appeal is pending unless the Contract is otherwise terminated.
- xxiv. **PROPER INVOICE:** An invoice is considered proper if sent to the proper recipient and goods or services have been received. Contractor shall invoice DEQ monthly for the costs specified within the contract and/or purchase orders. The proper recipient of invoices is DEQ Accounts Payable. Invoices shall be sent to: Oklahoma Department of Environmental Quality Attention: Accounts Payable P.O. Box 1677 Oklahoma City, Oklahoma 73101-1677 or AccountsPayable@deq.ok.gov. Failure to comply may result in late payments. Invoices shall contain the purchase order number, a description of the products delivered or services provided, the dates of such delivery or provision of services, and the Contractor's Federal Employer Identification number.
- xxv. **UNAUTHORIZED OBLIGATION:** At no time during the performance of this contract shall the vendor have the authority to obligate DEQ for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the awarded contract for this project,

vendor shall cease the project and contact the DEQ contract administrator for approval prior to proceeding. All work performed without an Executed Notice to Proceed and Purchase Order is an Unauthorized Obligation in which the agency will not be liable for.

In witness whereof, this Contract, consisting of seventeen (17) pages has been executed and delivered effective as of the date first above written.


Electronic Signature page will replace this page if applicable.

**Pittsburg County
Board of County Commissioners
1210 N West Street
McAlester, OK 74501**

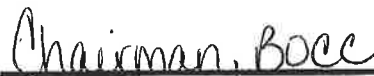
**State of Oklahoma
Oklahoma Department of
Environmental Quality
707 N. Robinson, P.O. Box 1677, Oklahoma
City, Oklahoma, 73101-1677**



Signature of Authorized Representative



Printed Name of Authorized Representative



Title of Authorized Representative

Signature of Authorized Representative

Catherine Sharp

Printed Name of Authorized Representative

Administrative Services Division Director

Title of Authorized Representative

Attachment A – Scope of Work and Budget

Note:

- Compensation awarded may be less than that originally requested in Contractor's application.
- The Environmental Officer will be Larry Butler. CONTRACTOR will notify Amanda Scofield (Amanda.scofield@deq.ok.gov; 405-702-5118) of any personnel changes related to the Scope of this agreement.
- If CONTRACTOR is unable to spend funds, CONTRACTOR will notify Amanda Scofield (Amanda.scofield@deq.ok.gov; 405-702-5118).

Community Based Environmental Protection Projects
Oklahoma Department of Environmental Quality
Request to Enter Contract for Reimbursement
Environmental Officer Grant Application

The Oklahoma Department of Environmental Quality (DEQ) has the jurisdictional area of environmental responsibility over the prevention, control and abatement of pollution caused by solid waste which presents a threat to human health or the environment, under provisions of 27A O.S. § 1-3-101 and 27A O.S. § 2-10-202; and

The Executive Director of DEQ is authorized under the provisions of 27A O.S. §§ 2-3-201 and 2-3-202 to enter into contracts for the purpose of carrying out any of the purposes, objectives or provisions of the Environmental Quality Code, Title 27A of the Oklahoma Statutes, for which DEQ has jurisdiction.

DEQ is authorized under the provisions of 27A O.S. § 2-10-802(C) to expend funds and enter into contracts with units of local government and political subdivisions of this State for purposes of administering the Oklahoma Solid Waste Management Act.

DEQ does not reimburse for buildings, vehicles, laptops, weapons and other certain types of law enforcement equipment, or drones.

Grant money is not guaranteed. Funding is limited. DEQ's ability to fund requests to local governments is entirely dependent on the amount of money available to DEQ to issue grants.

Basic Information:

- Grants are provided on a reimbursement basis.
- **Grantees must enter into a formal Agreement with DEQ as vendors. Until a fully executed Agreement and Purchase Order are issued, no funds are available. Funds spent prior to a formal Agreement and Purchase Order are not reimbursable.**
- All awarded funding must be spent in the fiscal year granted. Agreements expire June 30, 2022.

Page Break

Process for Receiving Funds

1. Apply
2. DEQ reviews application. Discussion between DEQ and applicant may occur at this time. Applicant sends revised Scope of Work and Budget to DEQ, if necessary.
3. DEQ writes formal Agreement and sends through state's procurement process for approval.
4. DEQ sends applicant a formal Agreement to sign and return, electronically.
5. DEQ signs, then sends an electronic copy of the fully executed Agreement and Purchase Order to applicant.
6. Applicant may now begin to spend funds intended for reimbursement. **Funds spent prior to a fully executed Agreement and Purchase Order (between steps 1-6) are not reimbursable.**
7. Applicant sends invoices and monthly reports to DEQ.
8. DEQ Reimburses invoices within 45 days.

For more information and application deadlines, visit the DEQ website at <https://www.deq.ok.gov/land-protection-division/waste-management/solid-waste/funding-opportunities-for-community-based-environmental-protection-projects/>.

Application Submittal Instructions

Preferably, return by email to Amanda.Scofield@deq.ok.gov with the subject line, "[Organization] FY22 [grant type] Grant Application DEQ"
e.g., Oklahoma County FY22 Equipment Grant Application DEQ

Or send a hard copy to:
Oklahoma Department of Environmental Quality
Attn: Patrick Riley, Land Protection Division
P.O. Box 1677
Oklahoma City, OK 73101-1677
Phone: 405-702-5100
Fax: 405-702-5101

DEQ Environmental Officer Grant

DEQ may provide funding to local law enforcement agencies to help them start environmental crimes enforcement programs to investigate and clean up illegal dump sites. These grants are given to curtail illegal dumping and are not to exceed \$50,000. They typically provide funding for the salary of one part-time Environmental Officer, equipment used to clean dumpsites, labor, and other costs associated with clean-ups. Grant recipients are required to submit monthly invoices, photos, and track certain metrics, such as number of dumps identified, and pounds of trash picked up.

Funding will be provided with preference to agencies providing complete information with their application, agencies that have already designated an environmental officer with previous enforcement experience, agencies which have not previously received funding (e.g. new programs), and those not already receiving funding for Environmental Officers from the Oklahoma Cooperative Circuit Engineering Districts Board.

The DEQ recommends that each agency incorporate the following into their scope of work:

- Attend at least one of the following training opportunities:
 - DEQ's Environmental Law Enforcement Training
 - Keep Oklahoma Beautiful's Law Enforcement Workshop
 - Go on at least one ride-along with an established program or with one of DEQ's Criminal Enforcement Officers
- Establish a tip line and/or a Facebook page to increase awareness

Municipal police departments requesting funding must demonstrate with their application that a jurisdictional agreement is in place with their County Sheriff that allows the police department to conduct environmental investigation and enforcement within the unincorporated county limits of the county.

Local agencies must make all efforts to acknowledge DEQ as a/the source of funding when describing the project to the public or media, in social media posts and on any signage or printed materials related to the project.

1st Year Participants

The maximum reimbursable amount of a funding agreement for first year participants is \$50,000. **Actual award may be less, depending on the needs of participant and amount of funding available to DEQ to award as grants.** Up to \$30,000 of the total may be used for officer salary (includes time spent with inmate crews cleaning up dumps). The remainder of that amount may be used for the following purchases/ expenses:

- Vehicle fuel (but not general maintenance)
- Personal protective equipment (gloves, boots, bug spray) for officers or inmates
- Trailer equipped to clean up roadside dumps
- Cameras to post at dump sites (and expenses of operating them)

- “No-Dumping” signs
- Costs of disposing of solid waste at a transfer station or landfill
- Other expenses that support the program, when agreed upon by both parties

Subsequent Years

After the first year, funding agreements will be limited to a total of \$30,000. **Actual award may be less, depending on the needs of participant and amount of funding available to DEQ to award as grants.** Up to \$25,000 may be used to pay the officer salary (includes time spent with inmate crews cleaning up dumps). The remainder may be used for the following purchases/expenses:

- Vehicle fuel (but not general maintenance)
- Personal protective equipment (gloves, boots, bug spray) for officers or inmates
- Trailer equipped to clean up roadside dumps
- Cameras to post at dump sites (and expenses of operating them)
- “No-Dumping” signs
- Costs of disposing of solid waste at a transfer station or landfill
- Other expenses that support the program, when agreed upon by both parties

1. Name of organization that reimbursements will be issued to:

Pittsburg County Sheriff's Office

2. Contact information for organization

Name:	Sheriff Chris Morris
Phone Number:	9184241225
Fax:	9184237303
Email Address:	cmorris@pittsburgsheriff.com
Mailing Address:	1210 N West Street McAlester, Ok 74501

3. Contact information for person who will prepare invoices, maintain records, and be in contact with DEQ.

Name:	Julie Padgett
Phone Number:	9184235858
Fax:	9184237303
Email Address:	jpadgett@pittsburgsheriff.com
Mailing Address:	1210 N West Street McAlester, Ok 74501

4. Deputy assigned as Environmental Officer

Name:	Unknow at this time
Phone Number:	
Fax:	
Email Address:	
Mailing Address:	
Years of Enforcement Experience:	

5. Signatory Authority for organization with legal authority to sign contract with DEQ (County Commissioner, unless otherwise approved)

Name:	Ross Selman
Phone Number:	9184708753
Fax:	
Email Address:	
Mailing Address:	

6. Project Description & Scope of Work. Answer each question in its answer box to the right.

Environmental Improvement	
Questions	Answers
a. Describe the need for this program.	We have had this program in the past and it has proven to being very beneficial in cleaning up our county. We have removed many illegal legendary dumps and posted numerous signs. Numerous citations have also been issued to illegal dumpers and the people of this county know that we take illegal dumping very serious and it will not be tolerated. This program has made a huge impact on Pittsburg County.
b. Who will be served by the program (municipalities, county, region, population estimate)?	All of Pittsburg County will benefit from this program.

Cost

Questions	Answers
<p>c. How much funding are you requesting?</p>	<p>\$50,000</p>
<p>d. Have you previously received reimbursement from DEQ for an environmental officer program? If yes, what years and what dollar amount of funding was provided?</p>	<p>Yes \$50,000 in 2017, \$30,000 in 2018 and \$30,000 in 2019, then we were told we had to sit out a year.</p>
<p>e. Have you previously received reimbursement from the Oklahoma Cooperative Circuit Engineering Districts Board for an environmental officer program? If yes, what years? What dollar amount of funding was provided?</p>	<p>No</p>
<p>f. What other sources of funding do you anticipate using to support this program, and in what amount(s)?</p>	<p>Generated money from the Sheriff's office up to \$10,000</p>
<p>g. Are you partnering with anyone else to implement this program?</p>	<p>No</p>

Public Outreach

Questions	Answers
<p>h. Do you plan to do any public outreach in your community? If so, describe.</p>	<p>Yes we do public service announcements on the radio and social media.</p>

Sustainability

Questions	Answers
<p>i. Have you discussed this program with your prosecuting attorney(s), local judges, and court clerks, and do you have their support?</p>	<p>Yes we have spoken and we have their support</p>
<p>j. Has a reward fund been established pursuant to 22 O.S. §1334 to help offset the cost of the program? If not, will it be set up before any grant funds are utilized?</p>	<p>We will set up a reward fund</p>
<p>k. How long do you intend for the program to remain in place?</p>	<p>As long as we receive funding, or can afford it</p>
<p>l. How will you support this program if DEQ funding becomes unavailable?</p>	<p>Through generated money from the Sheriff's Office</p>
<p>m. How will benefits be measured? / How will you quantify the success of your project?</p>	<p>Number of arrests made and tons of trash picked up.</p>

Scope of Work & Budget

Questions	Answers
<p>n. Will funding be used to pay for labor?</p>	<p>Yes</p>
<p>o. Will inmate labor be employed?</p>	<p>Yes</p>

Additional Information

Questions	Answers
<p>p. Is there any other information that you would like to share?</p>	<p>Thank you for your consideration on this grant. It has been very beneficial for Pittsburg County and we would like to continue to provide this service to the citizens of our County.</p>

Budget

Deputy Wages \$20/hour 16 hours/week

Attachment B

I. REQUIREMENTS FOR PURCHASING EQUIPMENT WITH DEQ FUNDS:

- i. All equipment shall be listed along with the work description to the project on Appendix A.
- ii. Records shall be maintained and accounts, including property, personnel and financial records that properly document and account for all contract funds in conformance with Generally Accepted Accounting Principles (GAAP), which can be found here if needed: <https://asc.fasb.org/> . Effective control and accountability is maintained for all funds, property and other assets.
- iii. Equipment means tangible, non-expendable, personal property having useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit.
- iv. Contractor is responsible for properly maintaining equipment and for obtaining all necessary permits associated with use.
- v. Contractor certifies that equipment proposed for administering this Contract is not already on hand and is required for the operation of the Contract. Equipment acquired with DEQ funds must be used in the program or project for which it was acquired.
- vi. Contractor must maintain records of property acquired with DEQ funds from the date of acquisition through final disposition. A control system must be developed to ensure adequate safeguards against loss, damage, or theft, adequate property records must be maintained, and a physical inventory must be completed at least once every two years.
- vii. Contractor may use, manage, and dispose of equipment purchased in accordance with State laws and procedures. Equipment purchased with DEQ funds may not be offered as collateral in any transactions, or sold within three (3) years from the date of purchase unless otherwise agreed by DEQ.



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

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

Lease Agreement

This Lease Agreement (Agreement) is made between **The McIntosh County Youth & Family Resource Center, Inc., DBA Under One Roof (Lessor)**, a 501(c)(3) tax-exempt non-profit organization, located at 107 McKinley, Eufaula, Oklahoma and **District 18 Drug Court ("Tenant Partner")**. The beginning date of this Agreement is **October 1, 2021**. If the beginning date is not the first day of the month, then the Contract Charges will be pro-rated for the initial, partial month, but the Agreement term will be calculated from the first day of the following month. This Agreement is for a term of **12 months** terminating on **September 30, 2022**.

Office Package

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

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

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

Monthly Rent

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

3)	a. Office Rental	\$ 175.
	b. Security Deposit	\$ 0
	c. Total Amount Due	\$ 175.
	Less Current Deposit on Account	(\$0)
	Total Due upon Execution of Lease	<u>\$ 175.</u>
	Current deposit on account for District 18 Drug Court	-0-

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

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

Miscellaneous Restrictions Affecting Tenant

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

Claims Against Landlord

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

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

10) Insurance.

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

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

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

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

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

Expiration of Office Services Agreement

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

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

Default

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

- a) Monthly rent becoming past due;

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

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

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

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

Miscellaneous Provisions

- 20) Lessor's Agents. The only persons having authority to act for Lessor, and to bind Lessor, are **Kim Woodruff**. Until and unless written notice is received from one of the above, no one else has any authority to act on behalf of Lessor.
- 21) Notices. Notice to the Tenant Partner must be given at the address of the office used by Tenant Partner, if at all possible. Notice to Lessor must be given at **P.O. Box 1332, Eufaula, OK 74432**. Notice must be by personal delivery, receipted, or by certified mail.
- 22) Ambiguities. Tenant Partner has had an opportunity to read this Agreement and ask questions. If Tenant later asserts any ambiguities in the Agreement, those ambiguities will be interpreted in favor of Lessor.
- 23) Returned Check. If a check is returned for any reason at all, Tenant Partner will pay an additional charge of \$25.00 per returned check. If a check is returned, then, for the purposes of calculating late charges or events of default, it will be as if payment represented by the check had never been made.
- 24) Tenant Contact. The person specified/described here: **Gary Smith** is a Tenant Partner contact. In the event of a corporate dissolution, partnership dissolution, employee dismissal or resignation or internal Tenant Partner dispute, all mail, telephone messages, Tenant Partner property, etc. will be delivered to the Tenant Partner contact.

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

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

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

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

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

Kim Woodruff Date: 8/10/21
Lessor's Signature

TENANT PARTNER: **District 18 Drug Court**

_____ Date: _____
Tenant Partner's Signature

EXHIBIT B

Rules and Regulations

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

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

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

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

Detention Services Agreement by and between Sequoyah Enterprises, Inc. and the Board of County Commissioners of Pittsburg, Oklahoma.

This agreement made this 23rd day of August, between Sequoyah Enterprises, Inc., hereinafter referred to as "Youthful Services" and Board of County Commissioners of Pittsburg County, Oklahoma, hereinafter referred to as Pittsburg County.

WHEREAS, the Oklahoma State Legislature has mandated in 10 O.S. Section 1108 that the Board of County Commissioners of every county shall provide for temporary detention services and facilities in accordance with the provision of the State Plan for the Establishment of Juvenile Detention Services; and

WHEREAS, after January 1, 1998, no child may be detained in any jail; adult lockup or other adult detention facility except as provided in 10 O.S. Section 1107.1; and

WHEREAS, the Board of County Commission shall have authority pursuant to 10 O.S. Section 1108.4 to enter into a contract with and to pay a public agency, private agency, or the Board of County commissioners of another county for detention services in a detention facility and for alternatives to secure detention; and

WHEREAS, the Board of Sequoyah Enterprises, Inc., has contracted with the Board of County Commissioners of Leflore County to operate the Leflore County Juvenile Detention Center, Talihina, Oklahoma and Sequoyah Enterprises is willing to contract with other counties to provide detention services in said facility; and

WHEREAS, Pittsburg County desires to contract with Sequoyah Enterprises for the purpose of detaining juveniles as the Leflore County Juvenile Detention Center, Talihina, Oklahoma.

It is hereby agreed as follow:

1. TERM

This agreement shall be in effect until June 30, 2022 provided, however, that in the event the respective Boards shall each approve a renewal of the agreement, on or before July 1 of each fiscal year, then this agreement shall remain in effect for each succeeding fiscal year. Either party may terminate this agreement at any time by giving the other party thirty (30) days written notice.

2. SERVICES

The parties hereby agree that Sequoyah Enterprises shall provide and make available to Pittsburg County the detention services and facilities of the Leflore County Juvenile Detention Center on a space available basis as determined by Youth Services.

3. REFERRAL AND ADMISSIONS

It shall be the responsibility of Pittsburg County authorities to initiate and obtain the detention authorization of said juvenile. Admissions shall be allowed upon oral order of the District Court provided a written order is entered and forwarded within twenty-four (24) hours or the next judicial day. Said order should include authorization for necessary medical care of the child.

All children referred to Leflore County Juvenile Detention Center for secure detention will be screened by Juvenile Services Unit or other designated persons and will be determined eligible for placement in a secure detention facility by utilizing the detention screening guidelines adopted by the State Judicial Oversight Committee on Juvenile Justice. All admissions must be cleared by Detention before transportation to the center.

4. JUDICIAL PROCEEDINGS AND OJA SERVICES

All judicial proceedings and Department of Juvenile Affairs services involving Pittsburg County's children shall be the responsibility of the Courts of said Judicial District and Pittsburg County to assure that any child sent to Leflore County Juvenile Detention Center for secure detention receives the legal services and representation he/she is entitled to under the law. Pittsburg County should also arrange for frequent contact between the detained child and his/her OJA Worker.

It shall be the responsibility of Pittsburg County to file a petition within five (5) judicial days after a child is taken into custody as set out in 10 O.S. Section 1104.1. It shall further be the responsibility of Pittsburg County to provide Leflore County Juvenile Detention Center with a written judicial order for secure detention of a child, plus an order for a child to be released from detention, e.g., order to transport, release from detention. It shall further be the responsibility of Pittsburg County to conduct all Court hearings as required by 10 O.S. Section 1107.1.

5. TRANSPORTATION

With the exception of transportation for emergency medical care, as set out in Paragraph 7, Pittsburg County will provide all transportation, including to and from the center, for its children who are placed in the Leflore County Juvenile Detention Center.

6. NOTIFICATION

Prior to transporting any child to the Leflore County Juvenile Detention Center, it shall be the responsibility of Pittsburg County to make reasonable efforts to inform the parents of the Leflore County Juvenile Detention Center's visiting hours and applicable rules.

7. MEDICAL ATTENTION

Any child detained in the Leflore County Juvenile Detention Center who requires emergency medical attention, due to developments arising after admission, will be taken to medical facilities in Latimer County by personnel of Leflore County and Sequoyah Enterprises. If the child is treated in Leflore County, the responsibility for payment for such services rests with the parents and/or Pittsburg County.

If a child is under the influence of drugs or alcohol, Pittsburg County shall be responsible for obtaining a medical clearance for said child to be detained.

8. REIMBURSEMENT

The parties agree that Sequoyah Enterprises, Inc. shall be reimbursed for its detention services by Pittsburg County upon the presentation of a claim at the rate of thirty one dollars and 50 cents (\$31.50) a day per child. This amount represents fifteen percent (15%) of the Department of Juvenile Affairs approved operational cost of detaining a child.

Payments for services shall be made upon receipt of a claim submitted by Sequoyah Enterprises, Inc. to the Pittsburg County Board of Commissioners.

Reimbursements for same should be received no later than the last day of each month.

Failure to pay services could result in termination of this agreement or suspension of secure detention services to Pittsburg County until such time accounts are paid in full.

9. LIABILITY


The parties agree that each county shall be responsible for its own negligence, if any, in the delivery of services pursuant to this contract. Neither party, by executing this agreement, assumes any liability for neither acts of omission nor commission of the other. Sequoyah Enterprises, Inc. shall be liable only for the delivery of custodial services at the Leflore County Juvenile Detention Center and the Office of Juvenile Affairs and Leflore County shall retain all responsibility for the determination of the detention of it juveniles.

Approved as to form:

Approved this 23rd day of August, 2023

Board of County Commissioners


Chairman


Member

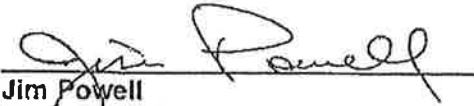

Member


Deputy County Clerk



Attest:

Sequoyah Enterprises, Inc.
305 E. Cincinnati
Muskogee, OK 74403


Jim Powell
Programs Director

APPROVED

THIS 23rd DAY OF August, 2021

COUNTY COMMISSIONERS

Ross Selman

CHAIRMAN

[Signature]

MEMBER

[Signature]

MEMBER

ATTEST Hope Trammell

COUNTY CLERK



PREPARED BY:
BENHAM DESIGN, LLC
CIVIL INFRASTRUCTURE



C.A. 7569
EXP.

LINCOLN H. IRVINE, P.E.
OKLA. REG. NO. 28885



DATE _____

OKLAHOMA
DEPARTMENT OF TRANSPORTATION

DATE APPROVED _____

BY _____

CHIEF ENGINEER

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

DATE APPROVED _____

BY _____

DIVISION ADMINISTRATOR

W.O.

)

Project No.

Sheet No.

0001

Pittsburg #15 signature block

From: Harrison, Jasper M. <jasper.harrison@benham.com>

Sent: Wed, Aug 11, 2021 at 2:36 pm

To: bocc@pittsburg.okcounties.org

Cc: Irvine, Lincoln H.

image001.gif (4 KB) 2966_001.pdf (73.4 KB) – **Download all**

Sandra,

Can you add this to Monday's Commissioner's meeting? The title sheet revision requires and updated signature.

Please scan and email it back to me. If you have any questions feel free to reach out.

****Note new contact information****

-
Jasper Harrison, CPM

Sr. Civil Designer/County Project Coordinator

O: 405.607.6906 C: 405.508.1483 F: 405.478.0406

jasper.harrison@benham.com | www.benham.com

-

14000 Quail Springs Parkway | Suite 500 | Oklahoma City, OK 73134

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Oklahoma Department of Transportation

Environmental Programs Division

Office 521-3050 Fax 522-5193

DATE: July 17, 2019

TO: Brandon Dudgeon, Local Government Division

FROM: ^{AKK} Anjie King, Environmental Programs Division

SUBJECT: Notification of NEPA on Hold

County	Pittsburg	State Job Piece No:	23886(04)
NEPA Project Manager	Anjie King	Phone Number	405.521.2325
ODOT Field Division	2	Bridge NBI No. (For County & State Projects) & Location No. (County Projects Only)	05968
Project Description from JPINFO (Type of Construction & Project Extent)	Bridge & Approaches: County Bridge Over Unnamed Creek approximately 1.5 Miles North and 0.9 Miles West of Crowder		
Let Date	2020		

Preliminary environmental studies have been completed for the above referenced project.

Check applicable items

 The NEPA process is on hold until the availability of 30% plans to complete some of the studies. Additional 2 to 6 months will be required to complete these studies.

 X The NEPA process is on hold until the availability of 65% plans (R/W Submittal) showing proposed final right-of-way. NEPA Document will be completed within 60 days of receipt of plans if the plans fall within the study footprint. Otherwise, additional time will be required to update the studies. Also, additional 60 days will be required if the plans show any potential Relocations.

Copy to:

Right-of-Way Division – Christa Sawyer
 Local Government Division Engineer – Shelly Williams
 Pittsburg County
 CED #3
 Lincoln Irvine, Benham Group, Designer
 Kirsten McCullough, Garver, NEPA Consultant

Pittsburg County

Expo Center

4500 West U.S. Highway 270
McAlester, Oklahoma 74501
918-423-1338

FACILITY RENTAL AGREEMENT

(PLEASE PRINT)

NAME OF EVENT: _____

TYPE OF EVENT: _____

DATE(S): _____

ORGANIZATION: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

ESTIMATED ATTENDANCE _____

LESSEE NAME: _____

PHONE NUMBER: _____

MAILING ADDRESS: _____

EMAIL ADDRESS: _____

The Renter, hereinafter referred to as Lessee, is permitted to use and occupy the facilities listed below with dates and time indicated, as set forth in this Agreement:

****Please include all dates and times for event, including setup and tear down****

ROOM NO.	DATES	EVENT TIME	INGRESS/EGRESS

Kitchen Use Requested:

Yes No

Will outside Catering be used?

Yes No

Use of the Pittsburg County Expo Center, hereinafter referred to as the Pittsburg County Expo Center, Expo Center or Lessor, is subject to the rules and regulations adopted by Pittsburg County

and any ordinances and/or permitting required by the City of McAlester, and the conditions stated herein this Agreement and Attachments.

Subject to such conditions, limitations and restrictions, Lessee may have the use of the facilities of the Pittsburg County Expo Center specifically described above, together with such regularly provided heat, water, light, services, and parking as set forth in the current rate schedule on file in the office of the Pittsburg County Board of County Commissioners and the Pittsburg County Clerk, as may be required for the use of said facilities for said purpose. No facility or service not provided for in this Agreement may be used by Lessee. Lessee's use of outside space is prohibited unless specifically provided for herein.

The Rental Agreement shall have no force or effect whatsoever until it is signed and returned with both rental and security deposits and signed by a member of the expo center administration. All contracts will be promptly reviewed by the Expo Center Manager and the Lessee will be contacted with any concerns, errors or changes. If any changes are needed, the Lessee will be provided a new contract to sign and verify. The Lessee shall covenant and agree that it will perform or abide by each and every rule, regulation, restriction, and/or limitation of this Agreement.

Rates will include table and chairs (as available) and utilities needed for event. Animals will not be permitted in the banquet rooms, unless used by physically impaired individuals. Items other than audio/visual equipment for meetings and banquets must be pre-approved by manager.

The Lessee shall be responsible for complying with the rules and regulations governing the operations of the premises of the Pittsburg County Expo Center in connection with Lessee's use, and all extra electrical current required for Lessee's use shall be paid and furnished by the Lessee upon approval of the Board of County Commissioners, Pittsburg County.

Pittsburg County will be permitted to photograph and videotape any and all activities held at the Pittsburg County Expo Center exclusively for the promotion and advertisement of the Expo Center and the tourism efforts of Pittsburg County. This media will not be shared with, sold or given to anyone outside the Pittsburg County Board of County Commissioners or expo center staff.

The Lessor shall have the right to enter the leased premises to inspect those premises at all reasonable times without prior notice to Lessee.

RULES AND REGULATIONS

LOCATION: The Pittsburg County Expo Center is located at 4500 West U.S. Highway 270, 3 miles west of McAlester, 1 mile east of the Indian Nation Turnpike.

RESERVATIONS: Organizations and individuals interested in renting the Pittsburg County Expo Center may do so by contacting the Board of County Commissioners office at 918-423-1338. Reservations are confirmed using the standard three-year calendar. The reservation calendar will be available for public inspection at all times during regular Expo hours. No date will be removed from the expo calendar availability list until the deposit set forth by Pittsburg County has been received in the office of the Board of County Commissioners. (If a reservation date is challenged by a group, the first group/client holding the reservation will be notified and deposit will be

requested so that the day(s) can remain secure. If the first client declines the request for deposit, the second group/client requesting the day(s) will be required to submit a deposit to secure the date.) **Reservations will be held for ten (10) days without deposit.** If a contract is not executed and returned to the Expo Center with the initial event deposit by the end of the 10th day, the reservation for the event will be canceled. Unless otherwise specified in writing and approved by the Chairman of the Board of County Commissioners, the staff of the expo center shall be privileged to schedule other similar events during, before and after the dates of this contract without notice to Lessee.

EXPO CENTER RATES: Lessee of the Pittsburg County Expo Center or any portion thereof, shall pay the rental rate and deposit amounts set forth by Pittsburg County. Pittsburg County reserves the right to revised rental rates without notice, but will honor the rental rate that was in effect at the time of reservation. At the expiration of the time of occupancy of an event, the Lessee shall vacate the premises of the contracted facility and return to Pittsburg County Expo Center all equipment and property procured from the Expo Center in a like condition and state of repair as when first occupied/accepted, or risk forfeiting all deposits. Lessee agrees to pay, in full, total rental fee at least 30 days before first scheduled event or risk cancellation. Room rental includes utilities, tables and chairs (as available), as well as setup per lessee request. A full day rental period is for eight (8) hours. Setup and tear down are to be completed within the timeframe of your event rental period, unless additional time has been paid per the rental rates.

CANCELLATION POLICY: If Lessee wishes to cancel or change the date of an event, a dated, written request must be provided to the Chairman of the Board of County Commissioners. In the event a request is made to change dates, all deposits and payments will be transferred to the new date, once a full contract is signed and prepared. If a Lessee wishes to cancel an event, 100% of security deposit will be returned up to 30 days prior to first date reserved. Upon cancellation by the Lessee, the following fee schedule will apply in regards to initial rental deposits:

90+ days	Full refund of all deposits and payments
89 - 60 days	50% of all deposits non-refundable
59 - 30 days	100% of all deposits non-refundable
Less than 30 days	100% of all deposits and payments, including security deposit, non-refundable.

No refunds will be given when the event is canceled by the Board of County Commissioners, due to the Lessee's non-compliance with terms and conditions.

If the total final payment due is not paid in full 30 days prior to the first date reserved for the event, the event will be subject to cancellation. The Board of County Commissioners reserve the right to refuse use of the leased space unless FULL payment is made.

The Board of County Commissioners, Pittsburg County, reserves the right to cancel any event in the event of a natural disaster or when the center is needed for a public health emergency. In such case, a full refund will be made.

LEASE CONTRACTS: A copy of the contract will be provided to the Lessee, who must sign the original before the event will be scheduled. The signed contract and reservation deposit made payable to Pittsburg County should be mailed or delivered to: **Board of County Commissioners,**

Pittsburg County, 115 E. Carl Albert Pkwy. Room 100, McAlester, OK 74501. This agreement shall not be let, sublet, assigned, conveyed, mortgaged, pledged, encumbered or otherwise transferred (whether voluntarily or involuntarily) by Lessee without Lessor's written consent. If Lessee is allowed to sublease, assign, convey or otherwise transfer is agreement, with the Lessor's consent, the Lessee shall remain fully liable hereunder.

SET-UP REQUIREMENTS: Set-up sheets will be completed by the Lessee and returned with every contract. Changes to setups should be made no later than two weeks (14 days) before an event. Expo staff complete room setup as early as one week before events, when possible. Any event requesting a change in setup, once a room has been completed, will be subject to an additional fee of \$50.00. Any event requiring the use of the Expo stage or dance floor will be charged a \$50.00 setup fee for each item used. Discussion regarding additional requirements and/or related cost for any event must be held with Chairman of the Board of County Commissioners. Any special set-up request must be provided to the office of the Board of County Commissioners, in writing, at least thirty (30) days before the event. In the receipt, handling, car or custody of property of any kind shipped or otherwise delivered to the expo center either prior to, during or subsequent to the use of the facilities by the Lessee, the Pittsburg County Expo Center, our agents or employees shall not be liable to the Lessee or any other person for the loss, damage or injury to such property.

Dirt Events are welcome at the Pittsburg County Expo Center. Dirt installation and removal will be provided by Pittsburg County at an additional cost.

DECORATIONS: Lessee shall not do or permit to be done upon Expo Center anything that will tend to mar or in any manner deface the Expo Center. Decorations and/or signage may not be fastened to the walls with hooks, nails, screws or staples. Thumb tacks and scotch or double-sided tape is permitted as long as there is no harsh residue or damage to the walls. Damage or discoloration to the walls may lead to forfeit of deposits. The use of glitter or metallic confetti is prohibited in the facility and/or on the grounds. The use of hay or straw is permitted, as long as floor covering is provided and any excess debris is cleaned up upon removal. No rice, birdseed or similar items shall be thrown in or around the Expo Center. Failure to comply with these rules and regulations will result in immediate forfeit of deposit. Any questions regarding decorations should be addressed with Board of County Commissioners Office at least two (2) weeks prior to event.

CONCESSIONS: The Pittsburg County Expo Center, retains all rights to food and beverage concessions in or near the Expo Center. Concessions of any merchandise, including but not limited to programs or souvenirs, either on display or by taking orders, may be sold only after price approval of the Expo Center Manager. No percentage of receipts on merchandise is required at this time. Please see CATERING/REFRESHMENT SERVICES, if your event requires any catering or banquet type needs.

KITCHEN FEES: The prep kitchen may be rented by the Lessee for a fee of \$100.00. The Expo Center will provide kitchen utilities only. The Expo Center does NOT provide any cooking or baking materials (including but not limited to pots, pans, bowls, and/or utensils) or cleaning rags or cloths. The kitchen must be cleared of all noticeable trash and debris by lessee or catering provider prior to leaving the building following the event.

CATERING/REFRESHMENT SERVICES: The Expo Center does allow the use of outside catering for events. Please notify the Expo Center when filling out your agreement is outside catering will be used. All caterers must abide by Expo Center requirements and policies. Outside caterers are welcome to use the prep kitchen, under the same rules and kitchen fees stated above. For a \$25.00 set up fee, the Expo Center will provide limited refreshments which include tea, coffee, bottled water and donuts at the following rates: Tea, coffee and bottled water at \$1.00 per person; Donuts at \$2.00 per person. Any lessee requiring refreshments services, provided by the Expo Center, must notify the Expo Manager at least two weeks (14 days) prior to the scheduled event.

COLLECTIONS/DONATIONS: No collections or donations, whether for charity or otherwise, shall be made at the Expo Center without the prior approval of the Manager.

CERTIFICATE OF INSURANCE: Lessee must provide a Certificate of Liability Insurance to the Expo Manager at least two weeks (14 days) prior to occupying the rented facility. Insurance in the amount of \$1,000,000.00 liability and property damage naming Pittsburg County, Pittsburg County Expo Center as Certificate Holder on the Certificate. (A Waiver of Liability may be permitted for private, non-public events upon approval from the Expo Manager.)

LICENSES: Lessee shall comply with all laws of the United States, the State of Oklahoma, and all ordinances of the City of McAlester. Lessee shall not do, or permit to be done, anything on the premises in violation of any such laws or ordinances. Lessee shall obtain all permits/licenses required by ordinance, rules and regulations and provide a copy to the Expo Manager, no less than thirty (30) days prior to the first day of the event. The sale of alcoholic beverages is prohibited under any circumstances unless specifically approved by the Expo Manager and where a licensed caterer/alcohol service permit and provider is in place.

ADVERTISING: No licensed event shall be placed on the Expo calendar until the signed agreement, all deposits and set up requirements are received by the Expo Manager. Lessee shall not distribute, circulate, display or permit to be distributed, circulated or displayed, any advertisement material or program promoting events or activities not scheduled at the Expo Center except as is authorized, in writing, by the Expo Manager. The Lessee may display promotional or advertisement material for an event held at the Expo Center as long as no materials displayed damages, injures or mars or in any manner defaces any portion in the facility at the Expo Center. The digital marquee is reserved for events held at the Expo Center. Events wishing to place a message on the marquee must submit, in writing, to be approved by the Expo Manager. The Expo Center reserves all rights to change or modify messages, based on size, space and/or message visibility.

SECURITY: Lessee is responsible for furnishing security, if deemed necessary by the Expo Manager, at the rate of \$25.00/hour, per security officer. In order to maintain adequate security measures, the Expo Center requires that security be provided for events serving alcohol and the event sponsor/lessee shall be responsible for the costs related to any additional security required for the event. Lessee shall arrange to pay all security directly, at the beginning of the event or sooner. Security will be determined based on size, program and/or nature of event. All alcohol services shall be discontinued 30 minutes prior to the scheduled end of all events. The Expo Center reserves the right to remove or cause to be removed from the premises any objectionable person or persons.

OBSTRUCTIONS: No portions of sidewalks, entries, vestibules, hall, elevators or way of access to public utilities of the Expo Center shall be obstructed or caused to be obstructed by the Lessee, not shall same be caused or permitted to be used for any purpose other than entering or exiting from the premises. The doors, skylights, stairways, openings that reflect or admit light into any portion of the building, hallways, corridors, passageways, radiators, and house lighting attachments, shall in no way be obstructed by the lessee. A three-foot clearance in front of all exits is required at all times for fire code compliance. No permanent parking is allowed along the front side (south side) of the Expo building. This area is a fire lane and must have complete access for fire department vehicles. Temporary parking is allowed only for a reasonable time, for move in or move out.

SMOKING: The Expo Center is a clean air facility. The use of tobacco products is not permitted inside the building.

CLEANING: It is the responsibility of the Lessee to make sure the rented area is clean of all trash, debris and decorations, including streamers and/or confetti. Lessee is **NOT** required to clean bathrooms, take out trash, mop, sweep and vacuum or put away tables and/or chairs. Excessive cleaning by Expo staff may result in forfeiture of security deposits. The Expo Center Manager shall have the sole right to collect and have custody of articles left in the building by persons attending any event held in conjunction with this lease or otherwise. These articles will be held for thirty (30) days and then, upon expiration of thirty (30) days, if not recovered by owner thereof, the articles shall be considered abandoned and disposed of by Expo Center personnel.

SECURITY DEPOSIT: A security deposit will be required when booking an event at the Expo Center. Security deposits are separate payments from the initial rental deposit and remaining balances. Security deposits are required for all rentals and will be fully refunded without facility damage or violations to contract. The following is a fee schedule for security deposits:

Expo Hall/Entire Building	\$500.00
Downstairs Rooms (101 & 103)	\$100.00
Upstairs Rooms (205, 207, 209, Mezzanine)	\$50.00/room

INITIAL DEPOSIT: An initial rental deposit is required to reserve a room or date, 50% of the total rental rate is required at the time the contract is signed. Remaining balance is to be paid within 30 days before first scheduled date. No event will be held, or date removed from availability until the full deposits are made.

OBLIGATIONS OF LESSOR: Lessor shall be responsible for:

- Opening of facilities at the beginning of each use covered by this agreement and to secure the facility at the end of each such use.
- Providing at least one staff member to be present during all events.
- Providing all standard utility services, including trash, electricity, water and sewer.
- Providing maintenance personnel to make emergency repairs in the event of facility malfunction.
- Providing ordinary and usual maintenance to the facilities.
- Any additional costs for items/services added to final invoice in accordance with current rates.

RENTAL COLLECTION: If for any reason rental is not paid as stipulated above, it is agreed that any box office receipts in the possession of Pittsburg County Expo Center, or the lessee's designated ticket agent will be immediately applied to the payment of said rent and lessee waives all rights to that portion of the box office receipts necessary to pay said rental. Lessee shall furnish Pittsburg County and the Expo Center, a true and accurate copy of the ticket printer's manifest before the event. In all cases, Pittsburg County and the Expo Center shall require that a properly executed contract be in effect and the prescribed rental and security deposits be paid in full before authorizing a ticket sale to commence. Pittsburg County and the Expo Center shall further have the right to count all unsold tickets after each performance. Lessee shall furnish a box office statement after each event. In the event suit or action is instituted, Pittsburg County and the Expo Center shall be entitled, in addition to the costs and disbursement provided by statute, to such additional sums as the court may adjudge reasonable for attorney's fees to be allowed in said suit or action.

WAIVER OF RENTAL FEES: Pittsburg County will not waive any rental fees to any organizations. Pittsburg County will consider partnering with organizations for educational and economic development projects, if the project is open to the residents of Pittsburg County and no fee is charged to the residents of Pittsburg County. Any request for partnering must be made to Pittsburg County.

Lessee shall pay Pittsburg County for the use of said facilities, as stated below:

ROOM RENTAL

- Entire Building (80,000 sq ft.) \$2,500.00
 - Subsequent day(s) \$2,000.00/day thereafter
 - Set-up \$200.00
 - Dirt Installation/ Removal \$500.00

- Expo Hall (50,000 sq ft.) \$1,500.00
 - Subsequent day(s) \$1,000.00/day thereafter
 - Set-up \$150.00
 - Dirt Installation/ Removal \$500.00

- Room 101 (3,750 sq ft.)
 - \$50.00/hour (minimum 3 hours)
 - \$350.00/day (8 hours/\$35/hour thereafter)
 - \$50.00 Set-up (Tables/Chairs only)

- Room 103 (10,875 sq ft.)
 - \$100.00/hour (minimum 3 hours)
 - \$500.00/day (8 hours/\$75/hour thereafter)
 - \$100.00 Set-up (Tables/Chairs only)

- Room 205 (780 sq ft)
 - \$40.00/hour (minimum 3 hours)
 - \$200.00/day (8 hours/\$30/hour thereafter)
 - \$50.00 Set-up (Tables/Chairs only)

- Room 207 (928 sq ft)
 - \$40.00/hour (minimum 3 hours)
 - \$200.00/day (8 hours/\$30/hour thereafter)
 - \$50.00 Set-up (Tables/Chairs only)

- Room 209 (986 sq ft)
 - \$40.00/hour (minimum 3 hours)
 - \$200.00/day (8 hours/\$30/hour thereafter)
 - \$50.00 Set-up (Tables/Chairs only)

- Mezzanine (4,725 sq ft)
 - \$50.00/hour (minimum 3 hours)
 - \$350.00/day (8 hours/\$35/hour thereafter)
 - \$50.00 Set-up (Tables/Chairs only)

TOTAL ROOM RENTAL \$ _____

SERVICES

- Kitchen Access - \$100.00 \$ _____

- Refreshments Fee - \$25.00 set-up fee \$ _____
 - Beverage Only \$1.00/person @ _____ persons \$ _____
 - Beverage/Donuts \$2.00/person @ _____ persons \$ _____

- Tables & Chairs
 - Tables (seating 6) \$1.50/table \$ _____
 - Chairs \$0.25/chair \$ _____

- RV Hookup(s) Electric Only \$25.00/day # _____ spaces \$ _____

TOTAL SERVICES \$ _____

TOTAL RENTAL COST \$ _____

INITIAL RENTAL DEPOSIT DUE (50% RENTAL COST) \$ _____

TOTAL SECURITY DEPOSIT DUE \$ _____

ACKNOWLEDGMENT & AUTHORIZATION

I have read and agree to abide by this Agreement and accompanying rules and regulations as set forth by Pittsburg County. I further agree that it is my responsibility to inquire with the City of McAlester regarding in ordinances or permits pertaining to the City of McAlester.

LESSEE

DATE

EXPO ADMINISTRATION

DATE



® **Wildlife X Team of of**
Texoma
84 Tallgrass St
Calera, OK 74730,
United States

Phone (580) 434 8360
 Fax 5804348363
 Email patriciam0909@gmail.com

WIR
#EST 68

Work Location	Work Date:	8/18/2021	Man-Hours:	4.20
Pittsburgh County Courthouse 115 E Carl Albert Pkwy McAlester, OK 74501 Phone: 918-470-1560	Arrival Time:	9:00 AM	Finish Time:	1:14 PM
	Contact:	Adam Lawson	Technician (s):	DONALD THOMPSON, Trish Thompson
	Summary	Pigeons creating mess at front entrance		

Wildlife Inspection Report®

Item	Description	Price	Qty	Amount
Avitrol	Avitrol is the leading, environmentally sound bird control product that will solve your most difficult bird problems! DESCRIPTION Avitrol is used as a chemical frightening agent to remove pest birds from a given location. Avitrol as applied is a chemically treated grain bait. The active ingredient in Avitrol baits, 4-aminopyridine, is an acute oral toxicant which acts on the central nervous system and the motor nervous system. When using Avitrol, a) Survey the site in accordance with NPMA survey recommendations, b) Prebait the site at locations indicated by your survey with a food similar to the Avitrol bait which will be used. For instance, prebait with clean, whole kernel corn if you plan to bait with Avitrol Whole corn. c) We recommend prebaiting and baiting for pigeons in wooden bait trays, two feet square or larger. d) We are frequently asked how long to prebait. The answer is as long as it takes. Prebaiting should continue uninterrupted until the flock is eating well. This will usually require two weeks or less but in some cases a substantially longer period is required. e) When prebaiting, it is helpful to remember that a flock of 100 pigeons will eat seven to ten (7-10) pounds of grain bait per	\$2,099.00	2.00	\$4,198.00

day. When bait acceptance is good, one would expect the flock to eat three and one-half to ten pounds of grain per hundred birds per day. f) Once the prebait is accepted as described above, decide upon a blend ratio of Avitrol treated grain to untreated grain. The higher the percentage of Avitrol treated grain in the blend, the higher the mortality but usually the quicker the results. g) Using Avitrol treated grain similar to the grain used for prebaiting, blend the treated bait following label instructions and precautions and place it in the bait locations used for prebaiting. Do not allow a lapse of time between prebaiting and baiting. h) Since there will always be mortality, arrange to pick up dead and dying birds promptly and dispose of them in accordance with local and label regulations. Failure to do this is the most common cause of public complaint. i) Birds accustomed to taking prebait will usually go directly to the bait after leaving the roost in the morning. Because they have fasted all night, their metabolism will be relatively high and the effect of any chemical will be felt more quickly than at other times of the day. Therefore, it is recommended that the blend of treated and untreated bait be exposed before daylight on the treatment days and in sensitive areas picked up on the same day. j) Cycle the above steps until you achieve the control you require. \$2999 for 1 station / 3 visits / 10x10 area

DISSOLVE-IT - Bird Droppings	Dissolve-It breaks down bird droppings and eliminates odors. It allows for easy removal of stubborn, caked-on droppings. It can be poured over piles of bird droppings, as well as into drains, trash cans, sewers and grease traps. \$999 minimum	\$999.00	4.00	\$3,996.00
Bird Gel	Bird Gel is sticky - when birds land in it, they will not like the sticky sensation on their feet and move on to a more comfortable perch. Transparent Bird Gel is a low profile means of keeping birds off of ledges, rooflines, beams and other flat surfaces. \$12 per LF \$299 Minimum	\$12.00	300.00	\$3,600.00
Boom Lift - Daily	A maneuverable vertical boom with an open bucket or cage at the end from which a Wildlife Specialist can perform aerial work such as bird control or wildlife repairs. \$1,800 Daily	\$1,800.00	3.00	\$5,400.00
Hazardous Waste Cleanup	A hazardous waste is a waste with properties that make it dangerous or capable of having a harmful	\$5,000.00	1.00	\$5,000.00

effect on human health or the environment.
Example: Bird, Bat and Rat Droppings/Waste.

Optical Gel™ 200
pack Bird /
Woodpecker

Optical Gel is a multi-sensory bird repellent that deters birds using sight, smell and touch. SIGHT · Dishes appear to be extremely detrimental to their safety (akin to fire or smoke) and avoid immediately. SMELL · They can't stand the citronella and peppermint oil smell which to us is pleasant. TOUCH · They avoid sticky material (in the unlikely event they touch it). Where to Use: ledges, signs, balconies, soffits, beams, skylights, signs, roofs, HVAC equipment, enclosed spaces, etc. Target Bird: All species Bird Pressure: Light, Medium & Heavy Material: Citronella, peppermint oil, agar, beeswax. Installation: Dishes are glued to the surface, magnetically affixed to metal or zip-tied to a tubular or unusually-shaped base. Very Discreet: Dishes are only 2-1/2 in. diameter and 1/4 in. tall. How it Works: Deters birds by using sight, smell and touch. Birds see fire or smoke, although there isn't any. They dislike the scent of peppermint oil. The gel is sticky if they do touch it. Safe for the environment: made of all-green ingredients
Longevity: dishes are effective for 2 - 4 years.
\$2099 for 200 dishes

\$2,099.00 3.00 \$6,297.00

Subtotal	\$28,491.00
Tax	\$0.00
Total	\$28,491.00

Notes:

Adam is maintenance and need pigeon problem solved. Please call him when you arrive so he can meet you.

I hereby authorize the services proposed, and agree to pay the cost of services as specified above.

100% Financing
SuperMoney offers 100% financing
up to \$100,000

APPLY NOW

**About
Wildlife X Team**

LEARN MORE



LEARN MORE



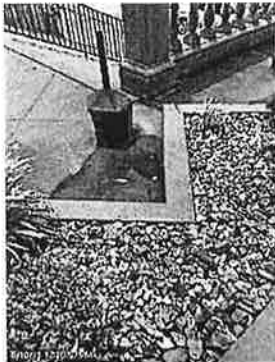
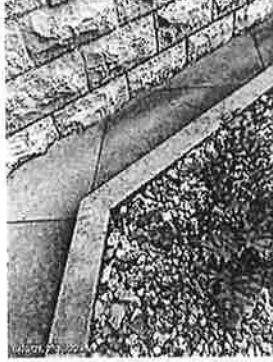
Customer Signature

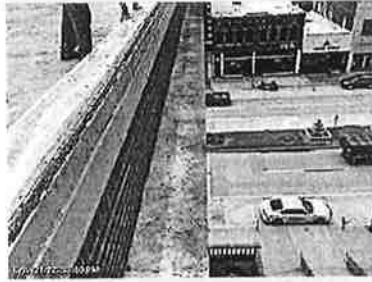
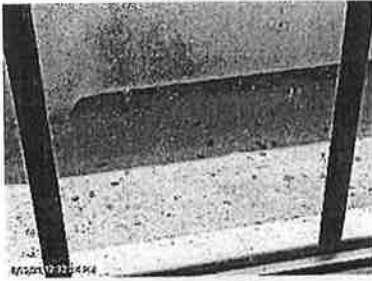
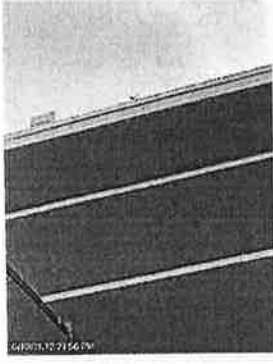
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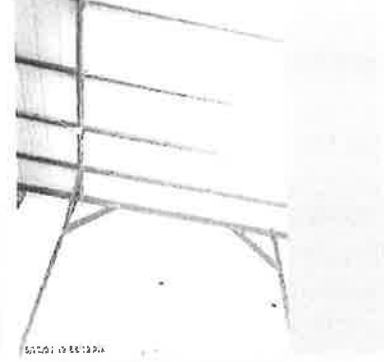
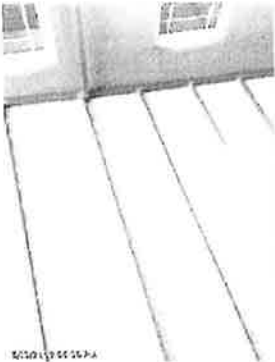
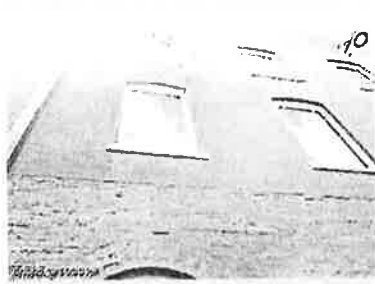
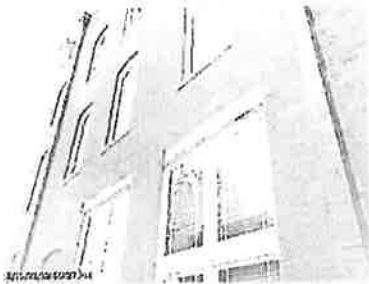
8/17/2021

Wildlife Inspection Report ®

Photos Before









11833 Katy Rd, Keller, TX. 76244 (817) 431-3007, (855) WILDLIFE (817) 431-0177 (fax) www.xteamservices.com / www.wildlifexteam.com / info@wildlifexteam.com

Thank you for allowing X Team Services/Wildlife X Team® the opportunity to complete an Inspection Report/Wildlife Inspection Report® at your home or business. Please review this report at your convenience; if you would like to schedule service, please contact your local office or (855) WILDLIFE (855.945.3543).

DISCLAIMERS & MUTUAL OBLIGATIONS:

- **X Team Services/Wildlife X Team** in this document implies and includes Wildlife X Team, Incorporated; Wildlife X Team International, Incorporated; Wildlife X Team Franchise(s)/Franchisee(s); any other business(es) under the X Team Umbrella; and all of its trademarks where applicable in the particular situation that services are rendered.
- Any fees or charges indicated in this document do not include required state and local taxes which will be added to said fees or charges where applicable.
- X Team Services; Wildlife X Team; Wildlife X Team, Incorporated; Wildlife X Team International, Incorporated; Wildlife X Team Franchise(s)/Franchisee(s); and any other business(es) under the X Team Umbrella disclaim any other warranties, expressed or implied. Furthermore, if any of the above entities sells, merges, forfeits, or closes for any reason, or no longer operates under the above mentioned names, all warranties are null and void.

DISCLAIMERS:

- X Team Services/Wildlife X Team offers no evaluation of the health status of wildlife captured. The property Owner shall make responsible efforts to keep household members, employees, children and pets away from traps, baits or pesticides for their safety. Furthermore, X Team Services/Wildlife X Team is not responsible for checking for the presence of any organisms or disease-causing entities or for any person(s) or pet(s) coming in contact with the wildlife before, during or after our service.
- Balance is due at time of service.
- Call the office to notify of captured animals (before 8 a.m. local time).
- The prices quoted on the Inspection Report/Wildlife Inspection Report are only valid for 30 days from the date indicated on the report. If 30 days expire, a new inspection must be done.
- X Team Services/Wildlife X Team may take photographs and/or videos while on your property as part of the inspection process. These photographs and/or videos may be used in the future by X Team Services/Wildlife X Team on social and/or print media. **If the Customer does not wish their property and/or person to be photographed or recorded on video, they hereby acknowledge they must inform X Team Services/Wildlife X Team in writing prior to work commencing.**
- X Team Services/Wildlife X Team's fees are based on Minimum Pricing standards. All pricing is subject to change at any time; if a new inspection is required, please be aware that new pricing may apply.
- If an Item is not on the Inspection Report/Wildlife Inspection Report, and you request such work and/or other additional work done, those Items will be charged in addition to the ones on the initial report/bid.
- **Trapping is not covered under warranty except with Trapping Programs up to 30 days.**
- **Warranties on work to control or eliminate Termites, Pests (other than termites), and moles will generally be for 30-90 days for Residential Agreements and for one (1) to 30 days for Commercial Agreements. The warranty conditions and requirements will be determined at the time of the initial inspection and listed as a line item on the original estimate.**
- Our Warranty APPLIES ONLY to work completed by Wildlife X Team, X Team Services, and/or any other business under the X Team Umbrella and its employees, and ONLY for areas where work was completed. If you experience a

- situation after we do the work, an inspector will complete a new report and verify if there are new entry points, and charges to seal new points will apply.
- Our Warranty does not cover damage or conditions that occur due to malice or forethought.
- If work done by X Team Services/Wildlife X Team is altered or affected in any way by another company, person, natural or unnatural cause, this warranty is null and void.
- No warranty work will be performed on accounts with overdue balances.
- The process(es) used for eradicating, evicting, and controlling animal(s) involves equipment that may be hazardous to human beings and animals. Therefore, the Owner understands and agrees that X Team Services/Wildlife X Team will not be responsible for any injuries resulting from any person(s) or pet(s) coming too close to said trap(s), device(s), pesticide(s), repellent(s), product(s), or wildlife, whether said trap(s) is empty or whether there is an animal(s) within the trap or running loose.
- The target animal(s) may cause damage to the premises or cause injury to person(s), animal(s), or property prior to being captured, when captured, or when being released on the Owner's property. It is possible that trapped animal(s) may escape from said trap(s). Any animal(s) caught in said trap(s) may damage or contaminate the area around and underneath said trap(s). It is also possible that the animal may escape while being removed from the premises by X Team Services/Wildlife X Team. Therefore, the Owner understands and agrees that X Team Services/Wildlife X Team will not be responsible for any injuries to person(s) or animal(s) or property caused by said animal(s) while on the Owner's premises including but not limited to people, pets, plumbing, air conditioning, carpet, and wiring.
- Paint provided by clientele for a paint match is not the responsibility of X Team Services/Wildlife X Team. Paint matches are made in good faith; the match is made by machine, so there are variables involved. X Team Services/Wildlife X Team will make every effort to match colors as closely as possible for an additional fee. Please take into account that existing paint may have faded from age.
- As there may be more than one animal and/or cause regarding the Owner's original complaint(s), X Team Services/Wildlife X Team does not guarantee that all animals and/or animal carcasses have been found and/or removed or that all causes of Owner's complaint(s) have been discovered or resolved.
- Owner understands and agrees that X Team Services/Wildlife X Team is not liable for any damages caused by any animal, person, nature, or structural condition as *in, but not limited to, the following examples:*
 - X Team Services/Wildlife X Team is not responsible for damages to people, pets, electrical wiring, cables, piping, water damage, duct work, drywall, or ceilings that could occur while working in attics and crawl spaces that do not have proper flooring and structural support. We will make repairs in these areas for additional charges.
 - Owner is responsible for reasonable maintenance of the structure of the home including full compliance with required building code. X Team Services/Wildlife X Team is not responsible for damages that may occur due to excessively worn materials, materials damaged by weather or pests (example: termites), broken structural elements of the home, or non code approved building features in the home.
 - Furthermore, in the event that an X Team Services/Wildlife X Team employee assesses that an area of the home is unsafe for carrying out an inspection or designated work, the employee may suspend work and contact a supervisor or, if qualified, the employee may provide an estimate to the Owner for repairing the areas assessed as unsafe.
 - X Team Services/Wildlife X Team is not responsible for the state of boxes or items stored in attics or any other spaces. At Owner's request, such items can be removed and/or decontaminated at time of service for an additional fee.
 - X Team Services/Wildlife X Team is not responsible for damage to people, plumbing, wiring, carpet, appliances, flooring, air conditioning, sheetrock, or nail head pops anywhere inside of the structure.

OWNER'S OBLIGATIONS:

- Owner understands and agrees that time and money have been spent by X Team Services/Wildlife X Team in regards to supplies ordered and time scheduled in preparation to complete the agreed upon work. Owner further understands and agrees that should they decide to cancel the work scheduled, they must provide at least a twenty-four (24) hour notice or a fee of \$299.00 will be charged. Owner agrees that if they cancel after work has begun, a fee of up to \$1000.00 or 50% of their original estimate, whichever is greater, will be charged.

- In addition to the per animal fee, the Owner shall pay X Team Services/Wildlife X Team a minimum set up fee as specified when traps are placed. This fee shall be paid regardless of whether any animals are trapped and shall not be credited against the per animal fees. If a trap is removed, damaged or stolen, the replacement fee is a minimum of \$99.00 per trap or device.
- The Owner shall permit X Team Services/Wildlife X Team free entrance and exit to the Owner's premises with necessary materials and equipment at reasonable times for the performance of the services to be rendered under this agreement. The Owner shall be responsible to remove and/or protect items that may be damaged or soiled by X Team Services/Wildlife X Team's work. X Team Services/Wildlife X Team is not responsible for items not removed from the working area and access points. Animals urinate and defecate at various times and may do so when being removed from a structure or premise. Further, the owner shall vacate the premises for required periods and as directed by X Team Services/Wildlife X Team, if necessary.
- **In the event that any outstanding balance remains due to X Team Services/Wildlife X Team thirty (30) days after the date the work is completed, the Owner shall be responsible for up to 10% interest per month on the outstanding balance.** Owners shall also be responsible for any return check fees incurred due to nonsufficient funds. In addition, the Owner shall be responsible for any collection fees, including the cost of reasonable attorney's fees on any outstanding balance due.

The property Owner and X Team Services/Wildlife X Team agree that any controversy or claim between them arising out of, or relating to the interpretation, performance or breach of any provision of this agreement shall be settled exclusively by arbitration. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules then in force of the American Arbitration Association. The arbitration award shall be final and binding on both parties. Judgments upon such arbitration award may be entered into any court having jurisdiction. The parties further agree that a bitration shall take place in the state in which the services were rendered, unless both parties agree otherwise.

WILDLIFE X TEAM OBLIGATIONS:

- X Team Services/Wildlife X Team, its employees and agents will render their service in a professional manner according to the customary and approved methods and procedures prevailing in the business of wildlife and wildlife damage control. X Team Services/Wildlife X Team agrees to exercise the greatest care in humanely trapping said wildlife in order to avoid damage to the Owner's property. However, the Owner is still responsible to remove items that may be damaged in accordance with Owner's Obligations above.
- Said animal(s) shall be handled in accordance to Owner's preference as long as it abides with state laws. If the animal (s) is (are) released on the Owner's property, X Team Services/Wildlife X Team can offer no guarantee that said animal(s) will not damage property and/or reenter the property or structure.

ONE YEAR RENEWABLE WARRANTY:

WARRANTY:

- ***X Team Services/Wildlife X Team, implying and including any/all other business(es) and trademark(s) under the X Team Umbrella,*** warrants our products to be free from defects in materials and workmanship for one (1) year unless indicated otherwise. Franchisee agrees to extend to its clients a one (1) year renewable warranty on the services it provides. If X Team Services/Wildlife X Team discovers a defect in a product covered by this warranty, we will repair or replace the component.
- The warranty can be transferred one time to a new owner of the property. Upon transfer of ownership of the identified property, the new property owner must contact X Team Services/Wildlife X Team within the first ninety (90) days of ownership. This warranty covers only work performed by X Team Services/Wildlife X Team or its employees. This warranty can be renewed after the first year for \$199.00 **per year** and requires a yearly reinspection which is included in the annual renewal fee (Residential Agreements Only).
- The warranty renewal requirements for Commercial Agreements will be determined at the time of the original inspection and included as a line item in the original estimate.

- This warranty does not cover damage or conditions that occur due to malice or forethought.
- If work done by X Team Services/Wildlife X Team (and/or any other business(es) and/or trademarks under the X Team Umbrella) is altered or affected in any way by another company, person, natural or unnatural cause, this warranty will be voided.
- Wildlife X Team International, Inc. (and its parents, subsidiaries, affiliates, owners, officers, directors, employees, representatives, agents, successors and assigns) will not be responsible for performance or warranty work by Franchisee service providers. Each X Team Services/Wildlife X Team Franchisee Office is independently owned and operated, and the Franchisee Owners are responsible for honoring their own warranties.

INSULATION:

This warranty begins upon the installation and lasts for the functional lifetime of the structure. X Team Services/Wildlife X Team will supply replacement insulation only. Labor costs are not included in the replacement. This warranty does not cover issues that are caused by abuse, misuse, or an act of God (such as a flood), or issues caused by structural failure. Consequential and incidental damages are not covered under this warranty.

TERMITES:

The warranty renewal requirements for work done by X Team Services/Wildlife X Team to control or eliminate termites will be determined at the time of the original inspection and included as a line item in the original estimate for both Residential and Commercial Agreements. Generally, Residential warranties will be for 30 to 90 days, and Commercial warranties will be for one (1) to 30 days.

PESTS (other than termites):

The warranty renewal requirements for work done by X Team Services/Wildlife X Team to control or eliminate pests (other than termites) will be determined at the time of the original inspection and included as a line item in the original estimate for both Residential and Commercial Agreements. Generally, Residential warranties will be for 30 to 90 days, and Commercial warranties will be for one (1) to 30 days.

MOLES:

The warranty for moles will be determined based on location and the specific situation, at the time of the original inspection, and indicated as a line item in the original estimate.

EXCLUSIONS:

The warranty does not cover theft or removal, by a roofer, other repair person, or by other means, of items installed by X Team Services/Wildlife X Team. Coverage does not extend to damage caused by unauthorized modifications or natural disasters. The warranty does not cover parts that are subject to normal wear and tear or other replacement requirements, such as solar vents, attic ladders or weather stripping. X Team Services/Wildlife X Team does not warranty paint. X Team Services/Wildlife X Team does not warranty caulking. Trapping is only under warranty for up to thirty (30) days of the agreement during the trapping program.

HARDIE SIDING:

James Hardie Building Products, Inc. ("Hardie") warrants, for a period of thirty (30) years (the "Limited Warranty Period") from the date of purchase of Hardie Fiber Cement Product. X Team Services/Wildlife X Team will supply replacement siding only. Labor costs are not included in the replacement. The warranty does not cover abuse, misuse, or an act of God. Problems caused by structural failure are not covered. This Limited Warranty extends only to (i) the first retail purchaser of the Product; (ii) the first owner of the structure to which the Product is applied, and (iii) the first transferee (each a "Covered Person"). **Not all Hardie products have the same warranty. Visit jameshardie.com for details of specific product warranty.**

LIMITS OF LIABILITY:

Should the product(s) fail, your sole recourse will be repair or replacement. We will not be liable to you or any other party if

wildlife reenter(s) the structure through a current or future opening in the structure. Damages not covered include, but are not limited to, the following: injured person(s), injured pet(s), lost profits, lost data, damage to other equipment.

X Team Services; Wildlife X Team; Wildlife X Team, Incorporated; Wildlife X Team International, Incorporated; Wildlife X Team Franchise(s)/Franchisee(s); and any other business(es) and trademark(s) under the X Team Umbrella disclaim any other warranties, expressed or implied. Furthermore, if any of the above mentioned entities sells, merges, forfeits, or closes for any reason, or no longer operates under any of the above mentioned names, all warranties are null and void.

HOW TO OBTAIN SERVICE UNDER YOUR WARRANTY:

Contact X Team Services/Wildlife X Team using one of the following methods: www.xteamservices.com / www.wildlifexteam.com/contact ∞ 855.WILDLIFE (855.945.3543) ∞ Corporate 817.431.3007 ∞ Fax 817.431.0177. Or Contact Your Local Wildlife X Team Office.

REQUIREMENTS:

If wildlife (animal/animals) cause new damage, there will be new trapping and repair fees. The property Owner will need to be available for any warranty inspections between the hours of 8 a.m. and 5 p.m. Monday through Friday.

INSURANCE:

ALL X TEAM SERVICES/WILDLIFE X TEAM FRANCHISEES ARE REQUIRED TO CARRY THEIR OWN INSURANCE INCLUDING GENERAL LIABILITY (GL) AND ERRORS AND OMISSIONS (EO) INSURANCE, EMPLOYERS' LIABILITY, WORKERS' COMPENSATION, AND AUTO (IF APPLICABLE).

REGARDING OWNER'S PROPERTY INSURANCE:

X Team Services/Wildlife X Team is not responsible for communication with Owner's insurance company; communication with said insurance company is solely the property Owner's responsibility.

RESOLUTION

22-030

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, August 23, 2021.

WHEREAS, Pittsburg County District 1 wishes to declare the following items surplus:

ITEM NO.	DESCRIPTION	VIN/SERIAL
D1-301.145	2004CHEVROLET PICKUP	1GCHK29U34E335275
D1-301.151	2008 DODGE QUAD CAB PICKUP	3D7KR28D68G125647
D1-301.158	2007 CHEVROLET PICKUP	1GCHK29UX7E134039

WHEREAS, the above-mentioned items are no longer needed by Pittsburg County District 1 and shall be sold at the McAlester Auto Auction on Thursday, September 16, 2021.

THEREFORE, BE IT KNOWN, the Board of County Commissioners, Pittsburg County, do hereby declare the above-mentioned items surplus for Pittsburg County District 1, to be sold at the McAlester Auto Auction on Thursday, September 16, 2021.

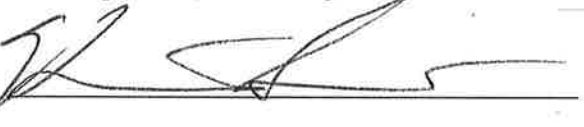
BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



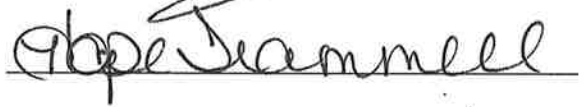
VICE CHAIRMAN



MEMBER



COUNTY CLERK



RESOLUTION
22-031

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, August 23, 2021.

WHEREAS, Pittsburg County Sheriff's Office would like to have the following items declared surplus to be sold at auction:

ITEM#	DESCRIPTION	SERIAL/VIN#
B-346	2013 FORD EXPLORER	IFM5K8ARXDGC01621
B-879	2013 GMC YUKON	IGKSICE08DR257400

WHEREAS, the above-mentioned items are no longer needed by the Pittsburg County Sheriff and shall be sold at the McAlester Auto Auction on Thursday, September 16, 2021.

THEREFORE, BE IT KNOWN, the Board of County Commissioners, Pittsburg County, do hereby declare the above-mentioned items surplus, to be sold at the McAlester Auto Auction on Thursday, September 16, 2021.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



MEMBER



MEMBER



COUNTY CLERK

