

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

**** AMENDED AGENDA ****

DATE: MARCH 7, 2022

TIME: 9:00 A.M.

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

FILED

MAR 04 2022

TIME 6:58 AM
HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY
BY _____ 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:

KEVIN SMITH	-	CHAIRMAN
CHARLIE ROGERS	-	VICE-CHAIRMAN
ROSS SELMAN	-	MEMBER

3. APPROVAL OF AGENDA

4. APPROVE/DISAPPROVE MEETING MINUTES

A. Regular Meeting Minutes from February 28, 2022

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. EXPO CENTER

i. Director's Monthly Report

7. FISCAL TRANSACTIONS

A. CLAIMS AND PURCHASE ORDERS

B. TRANSFERS

C. OFFICIAL'S MONTHLY REPORTS

D. BLANKET PURCHASE ORDERS

E. FUEL BIDS

8. UNFINISHED BUSINESS

A. Resolution 22-199 to Re-Advertise for Bids on the Outdoor Facilities at the Southeast Expo Center

9. AGENDA ITEMS

- A. Approve/Disapprove Plat for Brooken Ridge
- B. Approve/Disapprove Amended Resolution 22-197 to remove items from inventory - District 2
- C. Approve/Disapprove Grant Application for Emergency Management Planning Grant - American Rescue Plan Act (EMPG-ARPA) for a reimbursement grant in the amount of \$1,000.00 for 3 pallets of water - Emergency Management
- D. Approve/Disapprove Grant Application for Emergency Management Planning Grant - American Rescue Plan Act (EMPG-ARPA) for a 50% reimbursement grant in the amount of \$10,000.00 for a generator/light tower - Emergency Management
- E. Approve/Disapprove 324A Claim in the amount of \$31,218.99 for the waterline relocation of the Swinging Bridge Project, Job Piece No. 32927(04) - District 2
- F. Approve/Disapprove Lease Documents for One (1) Pumper Truck for Crowder VFD
- G. Resolution 22-201 to Approve the Pittsburg County Hazard Mitigation Plan
- H. Resolution 22-202 to Declare Items Surplus - District 1
- I. Resolution 22-203 to Declare Items Surplus - OSU Extension
- J. Resolution 22-204 to Advertise for 14 Gauge Heavy Duty Stock Panels

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.

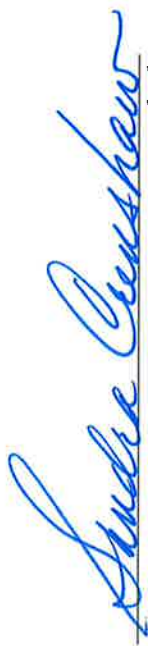
11. ROAD CROSSING PERMIT

None.

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

None.

13. RECESS OR ADJOURNMENT


Clerk

Ram, Inc. submits the following fuel bids for the week: March 7th, 2022.

***** This bid is for today only *****

UL	CLEAR	DYED	IP
3.7000	4.0300	4.0300	2.9500

FILED

MAR 07 2022

AM
PM

TIME
HOPE TRAMMELL COUNTY CLERK
PITTSBURG COUNTY

DEPUTY

BY

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

If you can't read this bid, call me immediately.

Thank you,

Twilah Monroe

RAM, Inc.

918-424-2097

RESOLUTION
22-199
To Re-Advertise

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, March 7, 2022.

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

Outdoor Facilities at the Southeast Expo Center
Facilities to include restrooms, concession and storage areas

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

A mandatory pre-bid conference will be held on Monday, March 21, 2022, in the conference room of the Board of County Commissioners at 10:00 a.m.

THEREFORE, each competitive bid submitted to the County must be accompanied with an affidavit for filing with the competitive bid form, as required by Title 61 O.S. § 101 - 138.

Sealed bids will be received and filed with the Pittsburg County Clerk until Friday, March 25, 2022 at 4:00 p.m. All bids received after 4:00 p.m. on Friday, March 25, 2022 WILL NOT BE OPENED. Bids will be opened on Monday, March 28, 2022 at 10:00 a.m. in the Board of County Commissioners Conference Room, 115 E. Carl Albert Pkwy, McAlester, Oklahoma. The Board of County Commissioners, Pittsburg County, reserves the right to reject any and all bids and re-advertise.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN _____

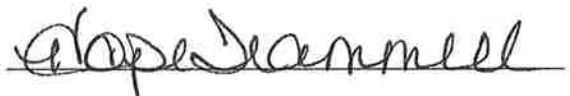
VICE CHAIRMAN



MEMBER



COUNTY CLERK





CONCRETE

18" x 24" Footing 4 Runs of 1/2" Rebar
4 1/2" Floor 1/2" Rebar on 16" Centers

Building

Pre fab steel building 36' x 68' x 12'
2/12 Roof Pitch
2 8' x 8' Rollup doors
1 3'0" x 7'0" EXTERIOR WALK door

INTERIOR

2x4 WALLS 2x6 Joist
INSULATION IN WALLS AND CEILING
5/8" Sheet Rock IN CONCESSION
TAPE-BED-PAINT
Rest Room 2x6 WALLS
5/8 Green Sheet Rock with F.R.P. over LAY

ELECTRICAL FIXTURE SCHEDULE

FIXTURE TAG	DESCRIPTION	MANUFACTURER	MODEL
A-1	4' LED STRIP LIGHT, FROSTED LENS		
EM	EMERGENCY BUG-EYE		
EX	EXIT SIGN		
WPE	EXTERIOR WALL PACK EMERGENCY BATTERY		

PLUMBING SCHEDULE:

FIXTURE TAG	DESCRIPTION	MANUFACTURER	MODEL# (IF APPLICABLE)
CP-1	CIRCULATING PUMP		
ET-1	EXPANSION TANK		
EWC-1	ELECTRIC WATER COOLER		
EWB-1	ELECTRIC WATER HEATER - 50 GALLON		
FD-1	FLOOR DRAIN		
FPHB-1	FROST PROOF WALL HYDRANT		
HL-1	HANDICAPPED WALL MOUNT, LAVATORY		
HWC-1	HANDICAPPED WATER CLOSET, FLOOR MOUNTED		
JS-1	JANITOR SINK, 24"X24"		
S-1	SINK, WALL MOUNTED		
WC-1	WATER CLOSET, FLOOR MOUNTED		
HUR-1	HANDICAPPED URINAL, WALL MOUNT		
UR-1	URINAL, WALL MOUNT		
SH-1	SHOWER, ADA		

MINI-SPLIT SYSTEM

FIXTURE TAG	MANUFACTURER	MODEL	NOTES
IU-1			208/230/1
CU-1			208/230/1

BID FORM

OUTDOOR FACILITIES AT THE SOUTHEAST EXPO CENTER

BIDDER NAME: _____

CONTACT PERSON/PHONE NUMBER: _____

MAILING ADDRESS: _____

CONCRETE WORK \$ _____

BUILDING: \$ _____

NO LATER THAN START DATE: _____

NUMBER OF DAYS TO COMPLETION: _____

FAN SCHEDULE

FIXTURE TAG		MANUFACTURER	MODEL# (IF APPLICABLE)
EF-1,2			
EF-3, 4, 5			

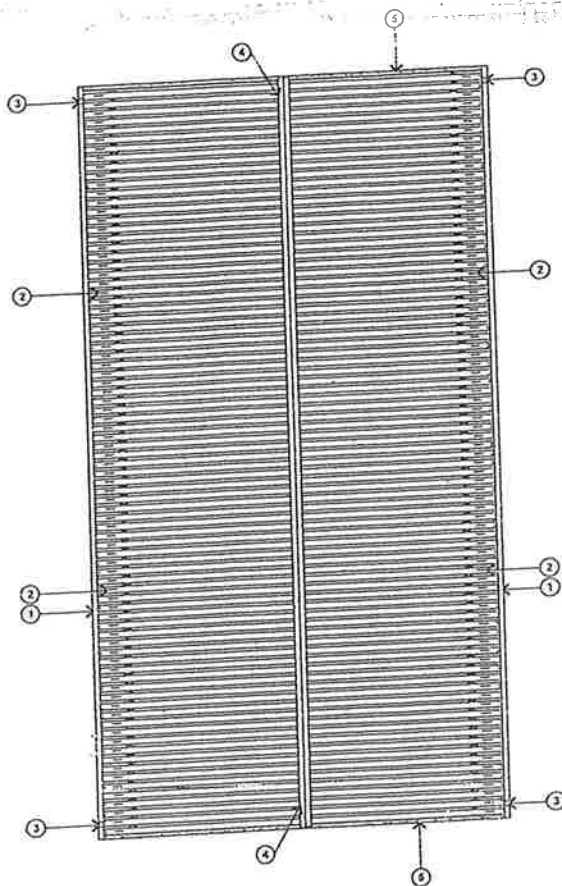
Airflow, HP, Voltage, Phase and Hertz should comply with specifications located on A-200 of prints.

Must provide integral disconnect switch backdraft damper vibration isolators and flex connections on outlet.

Must provide roof curb, NEMA 3R disconnect switch and backdraft damper

ELECTRIC INFRARED HEATER SCHEDULE

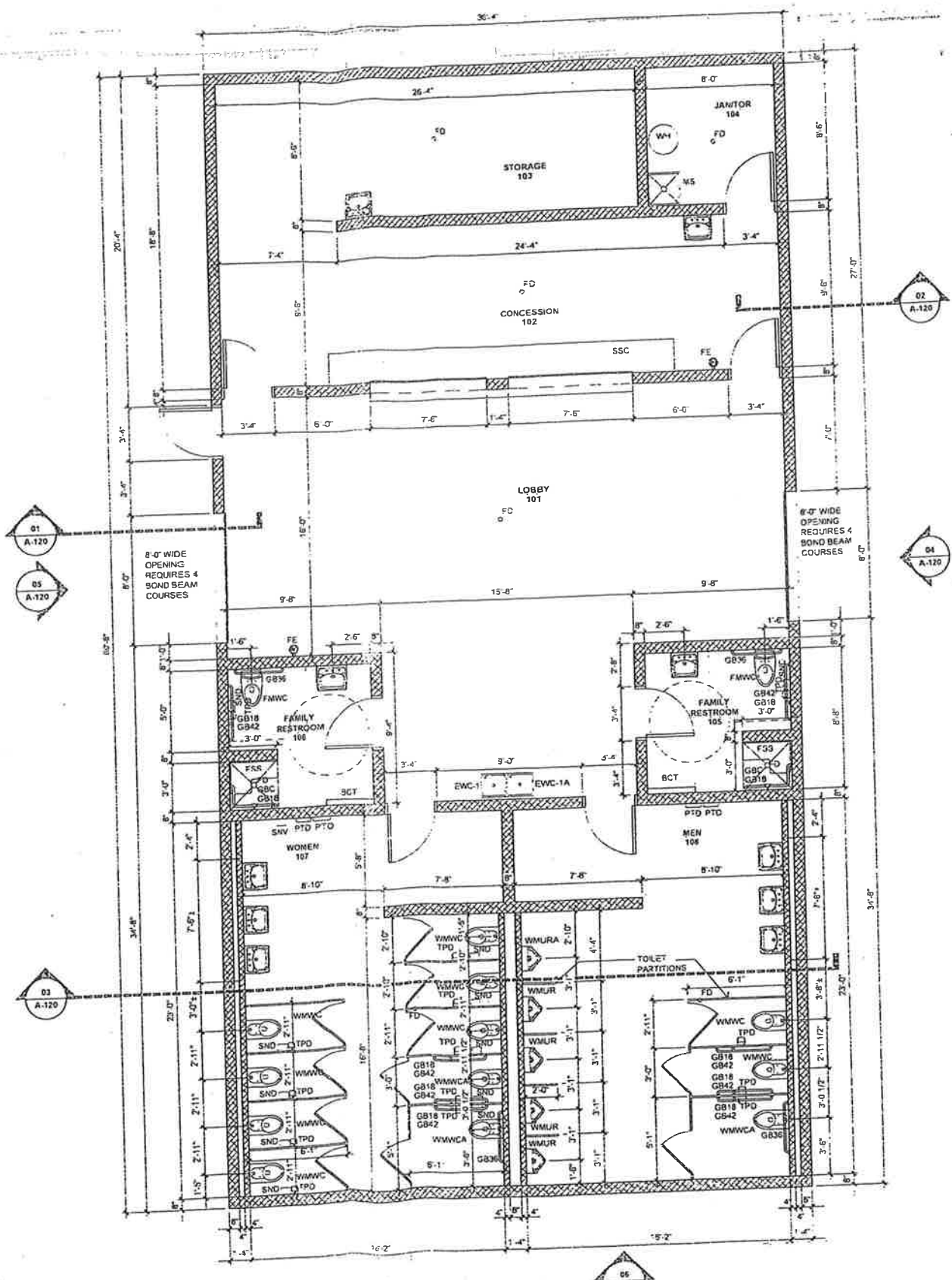
FIXTURE TAG	MANUFACTURER	MODEL	NOTES
IRH-1			RECESSED MOUNTING KIT
EF-3, 4, 5			RECESSED MOUNTING KIT



02 ROOF PLAN
SCALE: 1/8"=1'-0"

- ROOF PLAN KEY NOTES:**
1. PRE-FINISHED 6" METAL GUTTER COLOR BY OWNER
 2. SNOW/GICE GUARD, SPACING AS RECOMMENDED PER MANUFACTURER FOR REGION.
 3. PRE-FINISHED 5-1/2" x 5-1/2" METAL DOWNSPOUTS - THE DOWNSPOUT BACK TO FACE OF BUILDING, TYP.
 4. PRE-FINISHED METAL RIDGE CAP (COLOR TO MATCH ROOF)
 5. PRE-FINISHED GABLE END TRIM BY ROOF MFG. COLOR BY OWNER

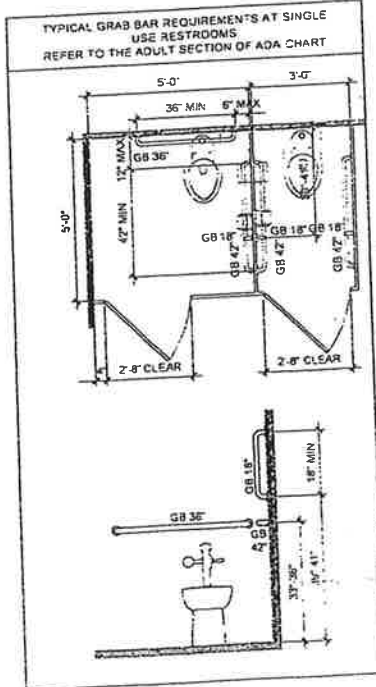
FRB



01 FLOOR PLAN
SCALE: 1/4"=1'-0"

PLAN LEGEND	
	CMU WALL
EWC-1A	ADA ACCESSIBLE ELEG. WATER COOLER WITH BOTTLE FILLER. REFER PLUMBING
EWC-1	ELECTRIC WATER COOLER. REFER PLUMBING
FE	FIRE EXTINGUISHER WALL MOUNTED
SSC	STAINLESS STEEL COUNTER
MS	MOP SINK
WH	WATER HEATER

RESTROOM PLAN ABBREVIATIONS	
BCT	BABY CHANGING TABLE REFER SPEC
FD	FLOOR DRAIN-SLOPE SLAB TO DRAIN
FMWC	ADA FLOOR MOUNTED WATER CLOSET
SSS	ADA SHOWER W/ FOLDING SHOWER SEAT
GB36	36" GRAB BAR
GB42	42" GRAB BAR
GB18	18" GRAB BAR
G3C	CONTINUOUS GRAB BAR AT ADA SHOWER
MR	MIRROR
PTD	PAPER TOWEL DISPENSER, BY OWNER
SD	SOAP DISPENSER BY OWNER
SND	SANITARY NAPKIN DISPOSAL, BY OWNER
SNV	SANITARY NAPKIN VENDOR, BY OWNER
TPD	TOILET PAPER DISPENSER, BY OWNER
WMWCA	ADA WALL MOUNTED WATER CLOSET
WMWC	WALL MOUNTED WATER CLOSET
WMUR	WALL MOUNTED URINAL
WMURA	ADA WALL MOUNTED URINAL



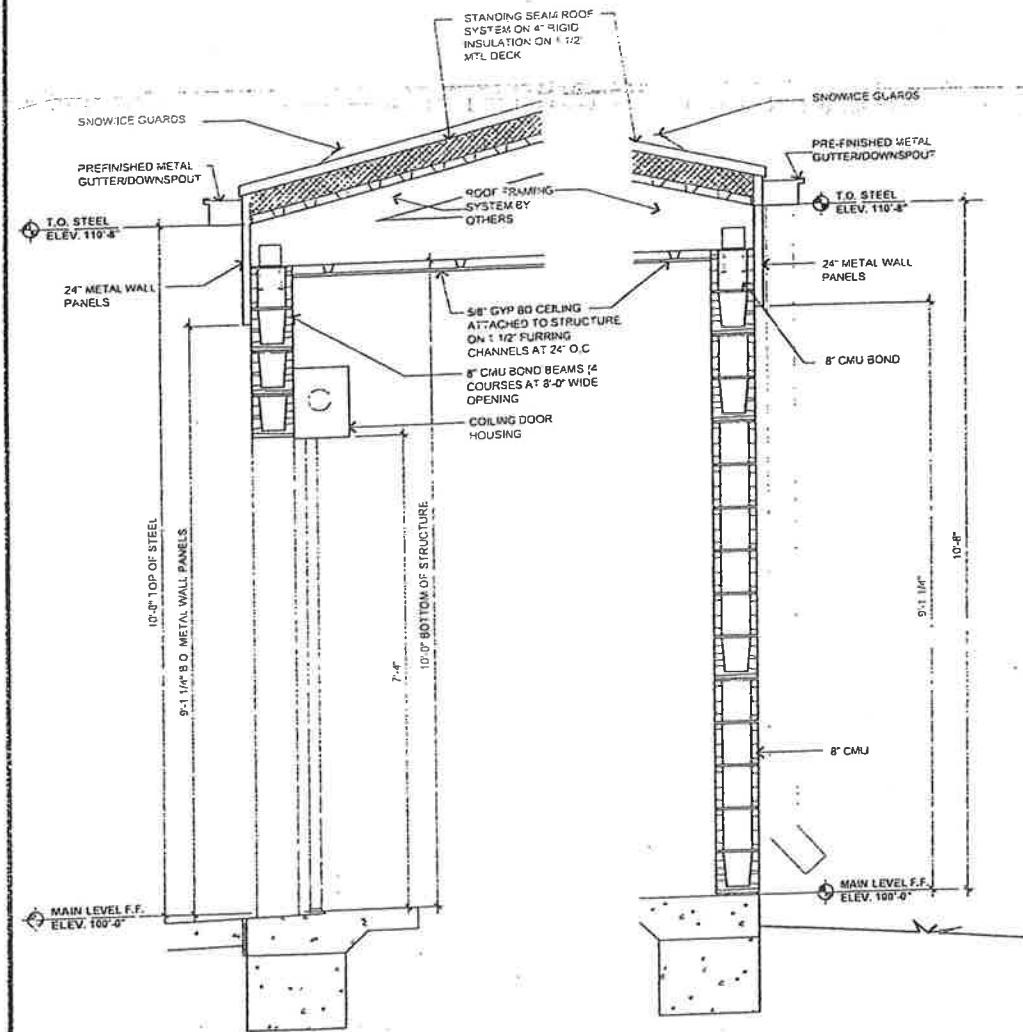
PITTSBURG COUNTY EXPO
CONCESSIONS/RESTROOM BUILDING

MCALLESTER, OKLAHOMA

REVISIONS		
REV	DATE	DESCRIPTION

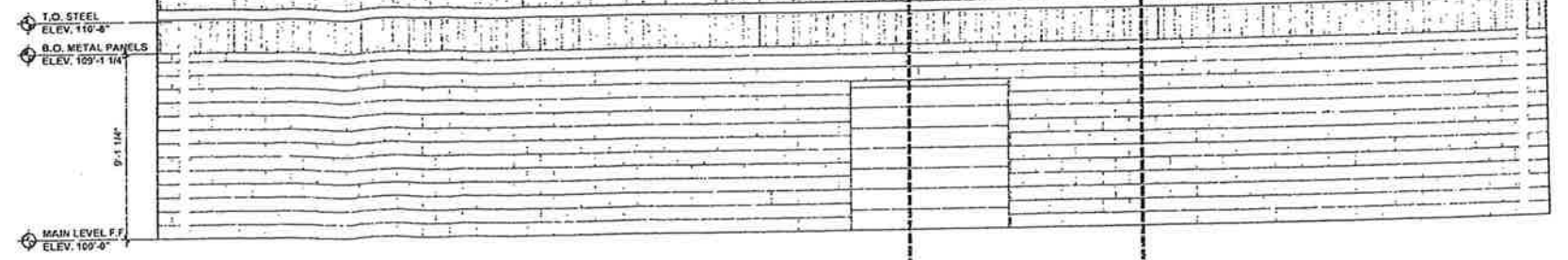
PRO. MANAGER	
DRAWN BY	MB
CHECKED BY	
DATE	12/20/2021

FLOOR PLAN
A-110

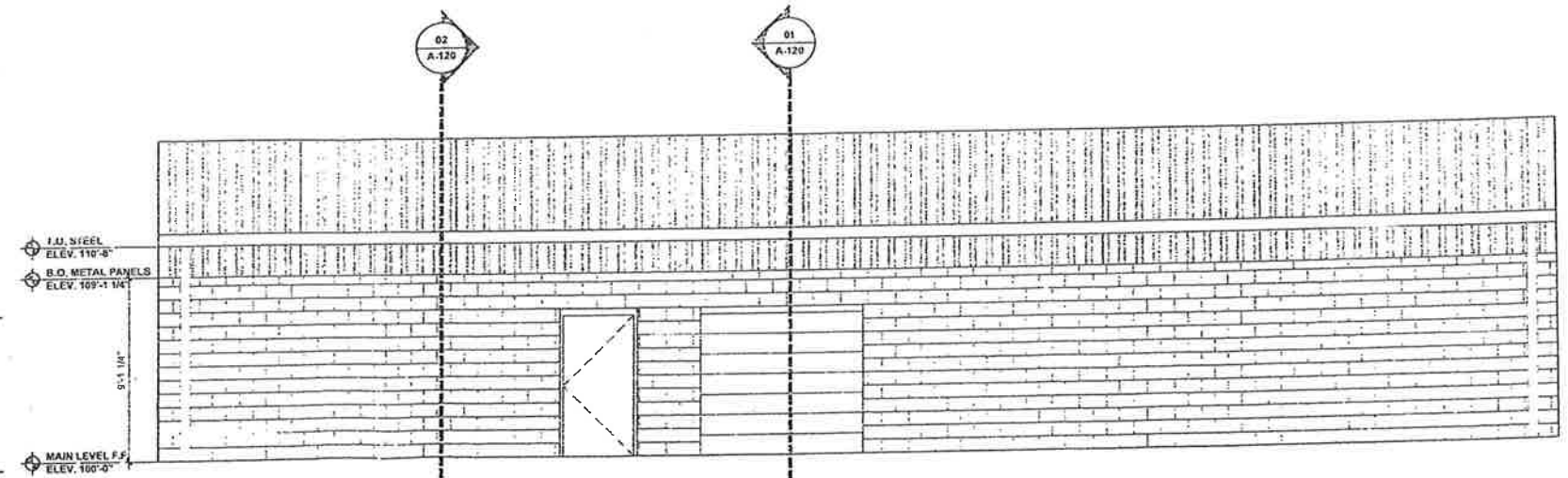


01 WALL SECTION
SCALE: 3/4"=1'-0"

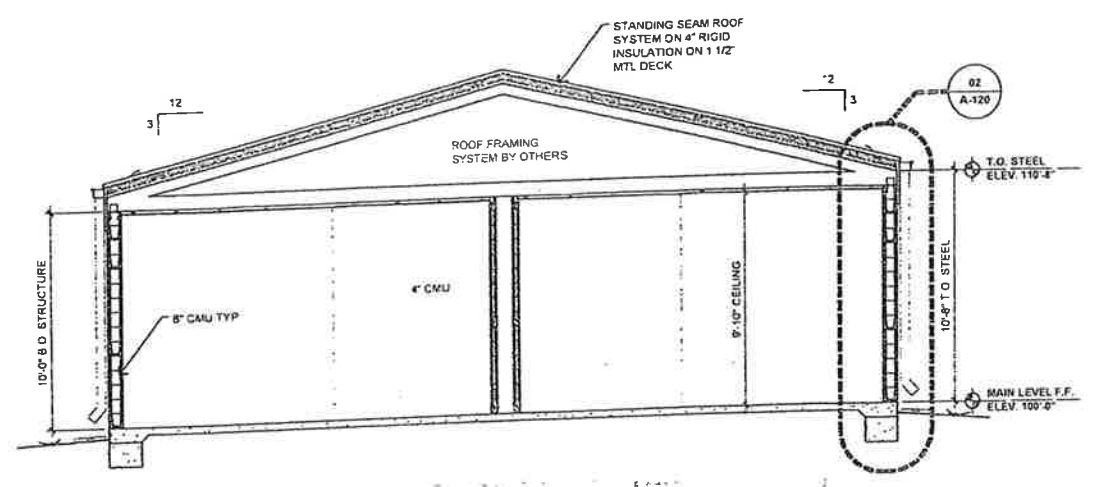
02 TYPICAL WALL SECTION
SCALE: 3/4"=1'-0"



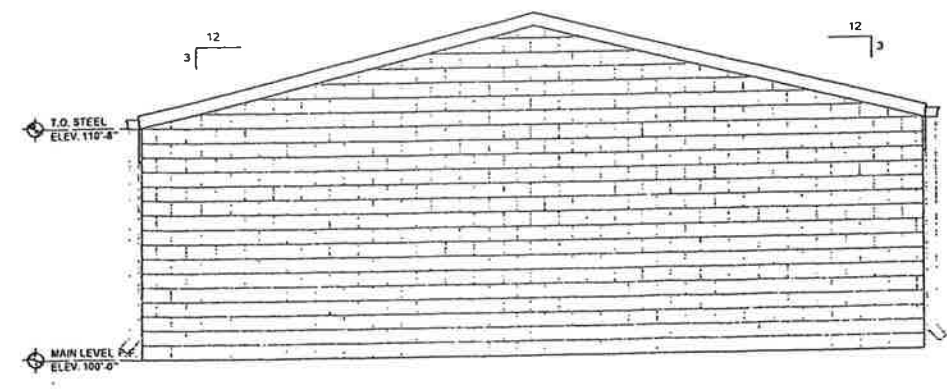
04 ELEVATION
SCALE: 1/4"=1'-0"



05 ELEVATION
SCALE: 1/4"=1'-0"



03 BUILDING SECTION
SCALE: 1/4"=1'-0"



06 ELEVATION
SCALE: 1/4"=1'-0"

PITTSBURG COUNTY EXPO
CONCESSIONS/RESTROOM BUILDING

MCALLESTER, OKLAHOMA

REVISIONS

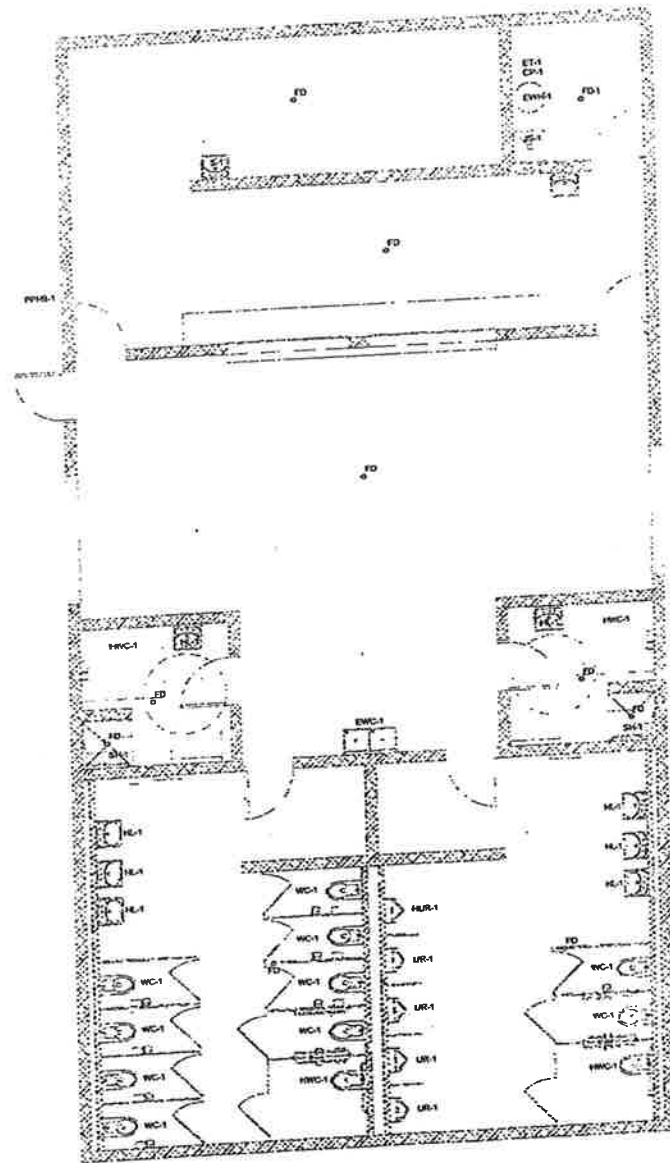
REV	DATE	DESCRIPTION

PROJ. MANAGER
DRAWN BY MB
CHECKED BY

DATE 12/20/2021
PROJ. NO. 10022020

BUILDING SECTION & ELEVATIONS

A-120



01 PLUMBING
SCALE: 3/16"=1'-0"

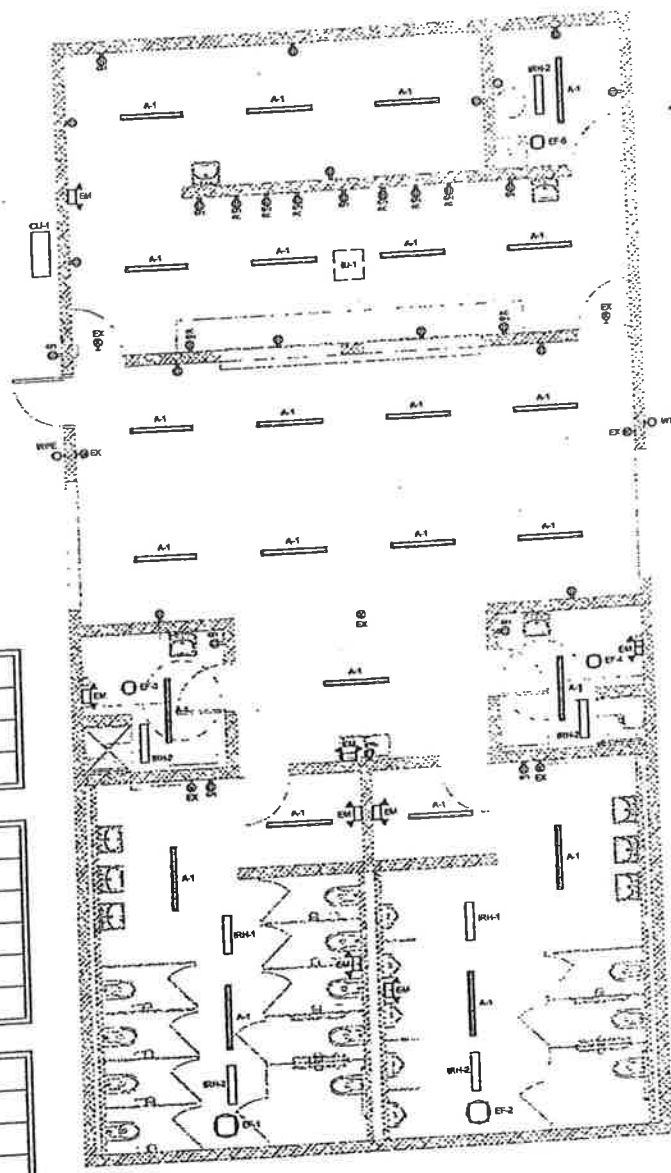
PLUMBING EQUIPMENT SCHEDULE				
FIXTURE TAG	DESCRIPTION	MANUFACTURER	TRIM	ELECTRICAL REQUIREMENTS
OP-1	CIRCULATING PUMP	BELL AND GOSSETT PL-35	BRONZE BODY WITH BRASS IMPELLER TEMP CONTROL KIT	115V 1PH 1/2 HP
ET-1	EXPANSION TANK	AMTROL ST-5		
EWC-1	ELECTRIC WATER COOLER	ELJAY ESTUBLC	SPLIT LEVEL WALL MOUNTED STANDARD AND HANDICAPPED	115V 1PH 300W
EWH-1	ELECTRIC WATER HEATER 50 GALLON	A O BATH DHC-524	BRASS DRAIN VALVE, ANODE ROD AUTO T-STAT, EXP TANK	208V 95W 1PH
FD-1	FLOOR DRAIN	J R SMITH 2005		
FPWB-1	FROST PROOF WALL HYDRANT	J R SMITH 550KIT		
HL-1	HANDICAPPED WALL MOUNT LAVATORY	AMERICAN STANDARD DEOLYN 621 628	AMERICAN STANDARD 2175 S4 SINGLE LEVER FAUCET	
HWC-1	HANDICAPPED WATER CLOSET, FLOOR MOUNTED	AMERICAN STANDARD BACERA 3401 021	EQ-FLO 6215 OPEN FRONT SEAT, SLOAN ROYAL 111 FLUSH VALVE	
JS-1	JANITOR'S SINK 24"x24"	MUSTEE CUSTODIAL MODEL 8M	FAUCET #83 900A, W/VACUUM BREAKER	
S-1	SINK WALL MOUNTED	ADVANCE TABCO T-PS-08	MAGUIRE #112 1 1/2" 211 40" HD CHROME PLATED BRASS A-TSHP W/ CLEANOUT PLUMB, MAGUIRE 170K BRASS ANGLE STOP, W/ CHROME EXTENSION TUBE, FLEXIBLE CHROME PLATED COPPER ROSE, THERMOSTATIC MIXING VALVE (TMV-1)	
WC-1	WATER CLOSET, FLOOR MOUNTED	AMERICAN STANDARD BACERA 3401 021	EQ-FLO 6215 OPEN FRONT SEAT, SLOAN ROYAL 111 FLUSH VALVE	
HUR-1	HANDICAPPED URINAL, WALL MOUNT	AMERICAN STANDARD WASH-BROOK 690 001	J R SMITH 6015 URINAL SUPPORT, AMERICAN STANDARD 6405 2511 MANUAL FLUSH VALVE	
UR-1	URINAL, WALL MOUNT	AMERICAN STANDARD WASH-BROOK 690 001	J R SMITH 6015 URINAL SUPPORT, AMERICAN STANDARD 6405 2511 MANUAL FLUSH VALVE	
SH-1	SHOWER ADA	BRADLEY	1CHD 8 1/4" HD W VALVE, DIVERTER VALVE, HEAD, W/SLIDE BAR, AND VAC BREAKER	

FAN SCHEDULE		
FIXTURE TAG	EF-1, 2	EF-3, 4, 5
MANUF	GREENHECK	GREENHECK
MODEL	G-025-VG	G-025-VG
AIRFLOW	325	375
HP	1/2 HP	1/2 HP
VOLTAGE	115	115
PHASE	1	
HERTZ	60	60
1 PROVIDE INTEGRAL DISCONNECT SWITCH, BACKDRIFT DAMPER, VIBRATION ISOLATORS, AND FLEX CONNECTIONS ON OUTLET 2 PROVIDE ROOF CURB, W/MSA 3/8" DISCONNECT SWITCH, AND BACKDRIFT DAMPER		

ELECTRIC INFRARED HEATER SCHEDULE			
FIXTURE TAG	MANUFACTURER	MODEL	NOTES
IRH-1	DETROIT RADIAN	BAH-25-B-17	RECESSED MOUNTING KIT
IRH-2	DETROIT RADIAN	BAH-25-B-10	RECESSED MOUNTING KIT

ELECTRICAL FIXTURE SCHEDULE			
FIXTURE TAG	DESCRIPTION	MFR	MODEL
A-1	4" LED STRIP LIGHT, PROTECTED LEAS	HE WILLIAMS	TFR 4 L22 8 35 UNV
EM	EMERGENCY BUG-EYE	HE WILLIAMS	EMERNA WHT PCS D
EX	EXIT SIGN	HE WILLIAMS	EXIT R EM WHT SDT
WPE	EXTERIOR WALL PACK, EMERGENCY BATTERY	HE WILLIAMS	WPP H L30 T 40 T3 UNV EM10WV PC

MINI-SPLIT SYSTEMS			
FIXTURE TAG	MANUFACTURER	MODEL	NOTES
LS-1	LENNOR	MZD1854-2P	206/2001
LS-2	LENNOR	MPE01854S-1P	206/2001



02 MECHANICAL/ELECTRICAL
SCALE: 3/16"=1'-0"

PITTSBURG COUNTY EXPO
CONCESSIONS/RESTROOM BUILDING
McALESTER, OKLAHOMA

10/02/2020

REVISIONS		
REV	DATE	DESCRIPTION

PROJ MANAGER _____
 DRAWN BY _____
 CHECKED BY _____
 DATE **12/20/2021**
 PROJECT NO _____

SHEET TITLE **MECHANICAL, ELECTRICAL AND PLUMBING**
 SHEET NO **A-200**

AMENDED
RESOLUTION

22-197

The Board of County Commissioners, Pittsburg County, Oklahoma, met in regular session on Monday March 7, 2022.

WHEREAS, Pittsburg County District #2 hereby wishes to have the following items removed from inventory as they were sent back to Caterpillar

<u>Unit No.</u>	<u>Description</u>	<u>Ser/Vin#</u>
D2-306.20C	CAT Motor grader	N9F00554
D2-306.19C	CAT Motor grader	N9R00259

WHEREAS, Pittsburg County District #2 wishes to have the above-mentioned items removed from inventory as they were sent back to Caterpillar.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners do hereby declare the above-described property to be removed from inventory as they were sent back to Caterpillar.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

Chairman

Chad

Vice-Chairman

Ron Selman

Member



ATTEST:

Hope Trammell

County Clerk



PREPAREDNESS
RESPONSE
RECOVERY
MITIGATION

February 8, 2022

Attention: Emergency Manager

The Oklahoma Department of Emergency Management and Homeland Security (ODEMHS) has approved the notice of intent for Pittsburg County an Emergency Management Performance Grant American Rescue Plan ACT (EMPG-ARPA) in the amount of \$1,000 (Federal Share) for a Water Pallet. There is no local cost share required to complete this grant making the total cost \$1,000.

This grant has a period of performance of January 1, 2022, through September 30, 2022. All purchases must be made during the period of performance. This grant must be closed by December 31, 2022.

Attached to this cover letter is the grant application, which must be completed and returned to ODEMHS via OKEMGrants. Once this is completed, ODEMHS will issue an official award letter.

Should you have questions, please email grants@oem.ok.gov.

Bonnie McKelvey
Grants Program Manager

Emergency Management Performance Grant Program

OK – FY21 – EMPG – ARPA Special Project

Program Description

Issued By

Oklahoma Department of Emergency Management and Homeland Security (ODEMHS) / Grants Management Division (GMD)

CFDA / Assistance Listings Number

97.042

Program Title

FY 21 Emergency Management Performance Grant (EMPG) Program – American Rescue Plan Act (ARPA)

Funding Opportunity Title

ODEMHS FY 21 Emergency Management Performance Program, American Rescue Plan Act – Special Project – Water Grant

Special Project Name

FY 21 Special Projects Grant: Pittsburg County Water Grant

Authorizing Authorities for Program

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. § 5121 et. Seq. (the Stafford Act)
- Post-Katrina Emergency Management Reform Act of 2006, as amended, 6U.S.C. § 762
- FEMA Preparedness Grants Manual, Version 2 / DHS NOFO FY2021 EMPG Program ARPA
- Title 2, Code of Federal Regulations (CFR)
- U.S. Department of Homeland Security Presidential Directive 5 (HSPD-5)
- Oklahoma Emergency Management Act 2003, 63 O.S. 683. 1 et. Seq.
- State Administrative Plan adopted by the Oklahoma Department of Emergency Management and Homeland Security

Announcement Type

Agreement and Application

Program Category

Preparedness: Emergency Management

Application Due

March 31, 2022

Period of Performance

January 1, 2022 – September 30, 2022



Oklahoma FY21 Water Grant Special Project Agreement

Agreement

The agreement is entered into by and between The State of Oklahoma Department of Emergency Management and Homeland Security (ODEMHS), and **Pittsburg County**, hereafter referred to as the "Subrecipient." The Oklahoma Department of Emergency Management and Homeland Security shall pay the Subrecipient for required works performed under the EMPG Special Project application for the **ODEMHS Water Grant** and this contractual agreement the sum of up to **\$1,000** dollars in **agreement with the following terms and conditions:**

Article 1. Purpose

The purpose of this agreement is to provide a portion of the funds awarded to the State of Oklahoma under the Federal Emergency Management Agency (FEMA) Emergency Management Performance Grant (EMPG) American Rescue Plan (ARPA) Program. This project is associated with the Subrecipient as a special project and encourages the development of a comprehensive emergency preparedness system for all hazards for the State and local governments, as defined by the FEMA Fiscal Year 2021 EMPG Notice of Funding Opportunity (NOFO). ODEMHS Special Projects are designed to encourage local activities that fill gaps and needs in State, Regional, and Local levels of emergency preparedness and readiness.

The Water Grant Opportunity is designed to help local jurisdictions build Resiliency Capabilities and to ensure the jurisdiction can sustain initial response operations for up to 72 hours.

Article 2. Eligibility Criteria

To be eligible for an Emergency Management Performance Grant (EMPG) Special Project, a local Subrecipient must meet the following eligibility requirements:

1. The Subrecipient must have a current existing Emergency Management Program. Refer to **Article 3: Scope of Work** for additional information on this requirement.
2. All applicants must submit a Notice of Intent to the ODEMHS Grants Management Division no later than December 17th, 2021.
3. The Subrecipient must have their Emergency Management Program and Director listed within the ODEMHS Emergency Manager Directory no later than November 1, 2021.
4. The funding allocated by the State to the Subrecipient must be utilized to complete the Scope of Work prior to the end of the Period of Performance.
5. A facility or location must be designated as the Subrecipient's Emergency Operations Center (EOC) with the capacity to coordinate response efforts and resource capabilities in the event of an incident
6. Maintain a 24-hour point of contact who will promptly report to the State Emergency Operations Center (SEOC) Duty Officer at 1-800-800-2481, all significant events happening within the jurisdiction, per State Statute, Title 63-683.11. E.



7. Maintain a current Emergency Operations Plan (EOP) to be updated and / or reviewed annually, per State Statute, Title 63-683.11. D.

Article 3: Scope of Work

Advancing the Whole Community approach reinforces the concept that it is the community's responsibility to take necessary and appropriate actions to protect people and property from the consequences of local emergencies and disasters. Communities are challenged to develop collective local abilities to withstand the potential impacts of these events, respond quickly, and recover in a way that sustains and improves the community's overall well-being. Achieving this collective capability calls for innovative approaches in a community-wide effort. The efforts of the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS) are to assist and support a local Subrecipient's Emergency Management Program with the capabilities to prevent, protect against, respond to, and recover both natural and man-made disasters. This includes enhancing the local Subrecipient's Emergency Management Program's existing practices, programs, institutions, and organizations.

As a Special project, the following items must be completed within the Period of Performance time frame:

Special Project

1. *Pallets of Water*

To assist local jurisdictions with building Resilience Capabilities, this grant is designed to help the subrecipient to sustain initial response operations for up to 72 hours.

The Subrecipient is responsible for the purchase, maintenance, usage, and storage of supplies purchased with this grant.

Measurement Methods / Required Documentation:

- a. Must purchase a maximum of three (3) pallets of bottled water no later than September 30, 2022
 - i. Provide proof of purchase including but not limited to \$0 balance invoice, Purchase Orders, receipts, etc.
- b. Must maintain inventory of water for three (3) years from the date of inventory log through September 30, 2025
 - i. Inventory is subject of monitoring by ODEMHS personnel.
- c. The jurisdiction is responsible for the cost of replacement of water used during this time period
 - i. Provide proof of purchase including but not limited to \$0 balance invoice, Purchase Orders, receipts, etc.



Additional Requirements

2. Event Reporting

Pursuant to Oklahoma Statute Title 63-683.11. E 63, all significant events within the Subrecipient's jurisdiction resulting in a threat to life, safety, or public health, and adverse impact on the local economy, or stress placed on local and / or regional resources must be reported to the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS).

Measurement Methods / Required Documentation:

- a. Create and maintain updates via WebEOC Local Boards and / or through contacting the State Emergency Operations Center (SEOC) Duty Officer (See **Article 2.6: Eligibility Criteria**).

Article 4. Authorized Representatives

The Agency Director of the Oklahoma Department of Emergency Management and Homeland Security and the Subrecipient's Director of Emergency Management shall be the authorized representatives to complete work and negotiate changes to this agreement. On a form provided by ODEMHS, the Subrecipient will identify a Director of Emergency Management, an alternate point-of-contact (such as a deputy director), and the Subrecipient's official mailing address. The Director of Emergency Management for the Subrecipient will serve as the official point-of-contact (POC), responsible for reporting on, or responding to inquiries regarding the six (6) phases of emergency management (mitigation, preparedness, response, recovery, prevention, and protection) to include incident reporting (see **Article 3.2: Scope of Work – Event Reporting**).

Article 5. Funding Guidelines

EMPG Special Project funds can only be used for the purposes set forth in this contract. All EMPG Special Project fund expenditures must be accounted for and follow this funding guidance. Grant funds may not be used for matching funds for Federal grants, cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings. Additionally, EMPG Special Project funds may not be used to sue the Federal government or any other government entity. It is the Oklahoma Department of Emergency Management and Homeland Security's (ODEMHS) intent to supplement (NOT supplant) city, county and tribal Emergency Management program funds. This can only be achieved by the commitment and compliance of EMPG Subrecipients.



Authorized Expenditures:

1. *Supplies*

This grant funding is only permitted to purchase up to three (3) water pallets, for the Subrecipient jurisdiction, per **Article 3.1: Scope of Work – Pallets of Water**.

Unauthorized Expenditures:

Aside from Pallets of Water, no other expenditures are permitted with this grant funding.

Article 6. Special Project Administration Requirements

1. Any tasking the Oklahoma Department of Emergency Management and Homeland Security receives from the U.S. Department of Homeland Security, FEMA or any other federal agency that is Emergency Management related and requires the assistance of the Subrecipient shall also be considered as part of the required tasking elements under the EMPG Special Project.
2. If the Subrecipient expends \$750,000 or more in Federal funds in Subrecipients EMPG FY21, they are responsible for compliance with the provisions of 2 CFR 200.501. The Subrecipient shall submit a copy of their audit letter signed by the auditor to the Oklahoma Department of Emergency Management and Homeland Security and/or uploaded into the Federal Audit Clearinghouse.
3. The FY 21 EMPG Special Project is a performance-based grant. To ensure EMPG requirements compliance, each Subrecipients performance shall be monitored. The Subrecipient should be visited a minimum of four (4) times each year by a Regional Coordinator or other representative of ODEMHS. The field visits shall be conducted at a mutually agreed date, time, and location during each quarter.

Article 7. Payment Terms

All payments will be contingent upon the Subrecipient's payment requests and supporting documentation the Oklahoma Department of Emergency Management and Homeland Security review of required tasks.

Any payment requests received on or prior to the 10th day of any month will be processed the same month. Any payment requests submitted after the 10th day of any month will be processed the same month or the following month.

Article 8. Overmatch Funds

The Subrecipient agrees that ODEMHS may use the excess of its match / Overmatch to meet its own match requirements. The Subrecipient may request to retain a portion of its Overmatch by written request and written approval by ODEMHS. The Subrecipient agrees to follow Code of Federal Regulations (2 CFR) and the FY2021 Emergency Management Preparedness Grant Notice of Funding Opportunity (NOFO) guidelines. The jurisdiction further agrees that overmatch funds provided to ODEMHS cannot be used to match any other Federal Funds.



Article 9. Time of Completion

The Subrecipient shall complete all work from January 1, 2022 through March 31, 2022. A time extension may be approved through a written request and approval from the ODEMHS Grants Management Division.

Article 10. General Provisions

1. All work shall be completed in a professional manner and in compliance with all applicable laws.
2. To the extent required by law, individuals duly licensed and authorized by law to do so shall perform all work.
3. The Subrecipient warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the Subrecipients or its employees or agents.
4. The Subrecipient agrees that neither it nor its employees or agents are covered under insurance paid for by the State of Oklahoma and are not authorized to obligate the State of Oklahoma, its employees or agents.
5. The Standard Assurances for Federal Funds submitted by the Subrecipient, as part of their application package, are hereby referenced and incorporated into this agreement.

Article 11. Amendments

Any alterations or deviations to this agreement shall be executed only upon written agreement of both parties, and if there is a change to the agreement award for such alteration or deviation, it shall be noted.

Article 13. Award Reduction

If the Subrecipient fails to complete or adhere to the financial or performance based Special Project requirements, the award amount is subject to a reduction.

Article 14. Suspension of Special Project / Debarment from Future Awards

If the Subrecipient fails to complete the agreed scope of work, they may be barred from participation in the Special Project program for the following Federal Fiscal Year. Subrecipient will maintain active status in SAM.gov.



Article 15. Duration and Closeout

This agreement shall be in full force and effective on July 1, 2021 for both parties and terminate on June 30, 2022. Either party may cancel this agreement by providing 15 days' notice in writing to the other party. ODEMHS may at its discretion extend the term of the closeout of this agreement. If approved, extensions are typically approved for no more than a 30-day period.

Article 16. Audit Clause

In accepting this agreement, the Subrecipient agrees to this audit clause which provides that books, records, documents, accounting procedures, practices, or any other items of the Subrecipient relevant to the agreement are subject to examination by the Federal Emergency Management Agency, the Oklahoma Department of Emergency Management and Homeland Security, the State of Oklahoma and the State Auditor and Inspector.

Article 17. Non – Collusion

In accepting this agreement, the Subrecipient acknowledges that they have not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this agreement.



State of Oklahoma Designation of Subrecipient Agent

Subrecipient Information			
Name of Subrecipient:	Pittsburg County Emergency Management		
Physical Address:	705 EOC Drive, McAlester, OK 74501		
Mailing Address (if different from above):			
Employer's Identification (EIN):	73-6006407	FIPS#:	121-99121-00
Duns #:	082482795		

Subrecipient Emergency Management Director (Primary Contact)					
Name:	Kevin Enloe	Agency:	<i>Pittsburg Co. Emergency Management</i>		
Physical Address:	705 EOC Drive McAlester, OK 74501				
Office #:	918-423-5655	Cell#:	918-424-9110	Email:	mcalester.pittscoem1@gmail.com

Subrecipient Emergency Management Alternate (Secondary Contact)					
Name:	Lois Lupardus	Agency:	Pittsburg County Emergency Management		
Physical Address:	705 EOC Drive McAlester, OK 74501				
Office #:	918-423-5655	Cell#:	918-424-0396	Email:	mcalester.pittscoem2@gmail.com

Certification					
The above Primary and Secondary contacts are hereby authorized as the Subrecipient's point of contact (POC) for the purpose of reporting disaster and emergencies and the extent associated with them to Oklahoma Department Emergency Management (OEM). The above designated point of contacts is further authorized to take such action, prepare required documentation, and attend meetings (i.e., applicant briefing or kick off meetings) as may be required on behalf of the Subrecipient. Until contrary notice is given to the Oklahoma Department of Emergency Management.					
Governing Body:	Pittsburg County Board of County Commissioners				
Certifying Official:	<i>[Signature]</i>				
Title:	Chairman, BOCC <i>Vice-Chairman, BOCC</i>				
Office #	918-423-1338	Cell#	918-424-5644	Email:	bocc@pittsburg.okcounties.org




Delegation of Authority

(Optional)

By means of this document, I, Kevin Smith, hereafter known as "the Delegating Official," delegate the authority herein described to Kevin Enloe, hereafter known as "the Delegate," on the following terms and conditions:

1. The Delegate may request reimbursement(s) under the Emergency Management Performance Grant contractual agreement for an amount not to exceed the award amount within the period of performance.
2. This delegation remains effective for the duration of the FY 2021 Emergency Management Performance Grant unless revoked in writing by the Delegating Official.
3. The authority delegated is not subject to sub-delegation without the prior and express written consent of the Delegating Official.



Signature, Delegating Official
Kevin Smith, Chairman
Charlie Rogers, Vice-Chairman
Pitts. Co. Board of County Commissioners

Name and Title

Signature, Delegate
Kevin Enloe, Director
Pittsburg County Emergency Management

Name and Title

March 7, 2022
Date

Date



FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

O.M.B. No. 3067-0206
 Expires February 28, 2007

FOR
 FY 2021

CA FOR (Name of Applicant)
 Pittsburg County Emergency Management

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II FEMA Form 20-16B, Assurances-Construction Programs
- Part III FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV SF LLL, Disclosure of Lobbying Activities (If applicable)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

~~Kevin Smith~~ Charlie Rogers
 Typed Name of Authorized Representative

Vice Chairman, BOCC
 Title

[Signature]
 Signature of Authorized Representative

March 7, 2022
 Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

"Public reporting burden for this form is estimated to average 1.7 hours per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, retain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the form, including suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0206). You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Please do not send your completed form to the above address.

FEMA Form 20-16, FEB 01



FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

FEMA Form 20-16A, JUN 94



11. Will comply with environmental standards which m 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

(ACK)



FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State through any authorized representative, access to and right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plan and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to standards for merit systems for programs funded under of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.
12. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

FEMA Form 20-16B, JUN 94



13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for federally assisted construction subagreements.

14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Will comply with environmental standards which are prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violations pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-224).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assistance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).



(ACK)

**FEDERAL EMERGENCY MANAGEMENT AGENCY
 CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
 OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

Standard Form LLL, "Disclosure of Lobbying Activities" attached. (This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by drug abuse violations occurring in the workplace; any Federal department or agency;

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and

(4) the penalties that may be imposed upon employees for



(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Pittsburg County Emergency Management

705 EOC Drive

McAlester, OK 74501

Check if there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

FEMA Form 20-16C (BACK)



OK - EMPG FY21 Special Project Application| January 2022

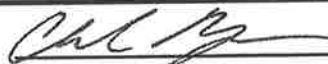
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application b. Initial award c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. Initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known : Congressional District, if known :	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Oklahoma Department of Emergency Management and Homeland Security 2401 Lincoln Blvd - Suite C51 Oklahoma City, OK 73105 + Congressional District, if known :	
6. Federal Department/Agency: U.S. Department of Homeland Security / Federal Emergency Management Agency	7. Federal Program Name/Description: FY 2021 Emergency Management Performance Grant Program CFDA Number, if applicable : <u>97.042</u>	
8. Federal Action Number, if known :	9. Award Amount, if known : \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Kevin Smith</u> <u>Charlie Rogers</u> Title: <u>Vice -</u> Chairman, Board of County Commissioners Telephone No.: <u>918-423-1338</u> Date: <u>March 7 2022</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



Elected Officials / City Manager / Tribal Officials Signature Page

By signing below, we are applying for the ODEMHS FY 21 Emergency Management Performance Program Water Grant Special Project and are affirming our commitment to fulfill the application requirements listed within this agreement.

Approved By:


County Commissioner, District 1

City Mayor or Manager

County Commissioner, District 2

Tribal Official


County Commissioner, District 3

Emergency Management Director



Witnessed By:

Name: Hope Trammell
City / County/ Tribal Clerk /Treasurer

Date: 3/7/2022





**PREPAREDNESS
RESPONSE
RECOVERY
MITIGATION**

February 8, 2022

Attention: Emergency Manager

The Oklahoma Department of Emergency Management and Homeland Security (ODEMHS) has approved the notice of intent for Pittsburg County regarding the Emergency Management Performance Grant - American Rescue Plan ACT (EMPG-ARPA) in the amount of \$10,000 (Federal Share) for the acquisition of a Light Tower. The local cost share required to complete this grant is 50% of the total project cost of \$20,000.

This grant has a period of performance of January 1, 2022, through September 30, 2022. All purchases must be made during the period of performance. This grant must be closed by December 31, 2022.

Attached to this cover letter is the grant application, which must be completed and returned to ODEMHS via OKEMGrants. Once this is completed, ODEMHS will issue an official award letter.

Should you have questions, please email grants@oem.ok.gov.

Bonnie McKelvey
Grants Program Manager

Emergency Management Performance Grant Program

OK – FY21 – EMPG – ARPA Special Project

Program Description

Issued By

Oklahoma Department of Emergency Management and Homeland Security (ODEMHS) / Grants Management Division (GMD)

CFDA / Assistance Listings Number

97.042

Program Title

FY 21 Emergency Management Performance Grant (EMPG) Program – American Rescue Plan Act (ARPA)

Funding Opportunity Title

ODEMHS FY 21 Emergency Management Performance Program, American Rescue Plan Act – Special Project – Generator Grant

Special Project Name

FY 21 Special Projects Grant: Pittsburg County Generator Grant

Authorizing Authorities for Program

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. § 5121 et. Seq. (the Stafford Act)
- Post-Katrina Emergency Management Reform Act of 2006, as amended, 6U.S.C. § 762
- FEMA Preparedness Grants Manual, Version 2 / DHS NOFO FY2021 EMPG Program ARPA
- Title 2, Code of Federal Regulations (CFR)
- U.S. Department of Homeland Security Presidential Directive 5 (HSPD-5)
- Oklahoma Emergency Management Act 2003, 63 O.S. 683. 1 et. Seq.
- State Administrative Plan adopted by the Oklahoma Department of Emergency Management and Homeland Security

Announcement Type

Agreement and Application

Program Category

Preparedness: Emergency Management

Application Due

March 31, 2022

Period of Performance

January 1, 2022 – September 30, 2022



Oklahoma FY21 Generator Grant Special Project Agreement

Agreement

The agreement is entered into by and between The State of Oklahoma Department of Emergency Management and Homeland Security (ODEMHS), and **Pittsburg County**, hereafter referred as the "Subrecipient." The Oklahoma Department of Emergency Management and Homeland Security shall pay the Subrecipient for required works performed under the EMPG Special Project application for the **ODEMHS Generator Grant** and this contractual agreement the sum of up to \$10,000 dollars in **agreement with the following terms and conditions:**

Article 1. Purpose

The purpose of this agreement is to provide a 50/50 Subgrant with a portion of the funds awarded to the State of Oklahoma under the Federal Emergency Management Agency (FEMA) Emergency Management Performance Grant (EMPG) American Rescue Plan (ARPA) Program. This project is associated with the Subrecipient as a special project and encourages the development of a comprehensive emergency preparedness system for all hazards for the State and local governments, as defined by the FEMA Fiscal Year 2021 EMPG Notice of Funding Opportunity (NOFO). ODEMHS Special Projects are designed to encourage local activities that fill gaps and needs in State, Regional, and Local levels of emergency preparedness and readiness.

The Generator Grant Opportunity is designed to help local jurisdictions build Resiliency Capabilities and to ensure the jurisdiction can sustain initial response operations for up to 72 hours.

Article 2. Eligibility Criteria

To be eligible for an Emergency Management Performance Grant (EMPG) Special Project, a local Subrecipient must meet the following eligibility requirements:

1. The Subrecipient must have a current existing Emergency Management Program. Refer to **Article 3: Scope of Work** for additional information on this requirement.
2. All applicants must submit a Notice of Intent to the ODEMHS Grants Management Division no later than December 17th, 2021.
3. The Subrecipient must have their Emergency Management Program and Director listed within the ODEMHS Emergency Manager Directory no later than November 1, 2021.
4. The funding allocated by the State to the Subrecipient must be utilized to complete the Scope of Work prior to the end of the Period of Performance.
5. A facility or location must be designated as the Subrecipient's Emergency Operations Center (EOC) with the capacity to coordinate response efforts and resource capabilities in the event of an incident
6. Maintain a 24-hour point of contact who will promptly report to the State Emergency Operations Center (SEOC) Duty Officer at 1-800-800-2481, all significant events happening within the jurisdiction, per State Statute, Title 63-683.11. E.



7. Maintain a current Emergency Operations Plan (EOP) to be updated and / or reviewed annually, per State Statute, Title 63-683.11. D.

Article 3: Scope of Work

Advancing the Whole Community approach reinforces the concept that it is the community's responsibility to take necessary and appropriate actions to protect people and property from the consequences of local emergencies and disasters. Communities are challenged to develop collective local abilities to withstand the potential impacts of these events, respond quickly, and recover in a way that sustains and improves the community's overall well-being. Achieving this collective capability calls for innovative approaches in a community-wide effort. The efforts of the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS) are to assist and support a local Subrecipient's Emergency Management Program with the capabilities to prevent, protect against, respond to, and recover both natural and man-made disasters. This includes enhancing the local Subrecipient's Emergency Management Program's existing practices, programs, institutions, and organizations.

As a Special project, the following items must be completed within the Period of Performance time frame:

Special Project

1. *Portable Generator or otherwise approved Heavy Equipment*

To assist local jurisdictions with building Resiliency Capabilities, this grant is designed to help the subrecipient to sustain initial response operations for up to 72 hours.

The Subrecipient is responsible for the purchase, maintenance, usage, and storage of equipment purchased with this grant.

Measurement Methods / Required Documentation:

- a. Must purchase a new portable generator no later than September 30, 2022
 - i. Provide proof of purchase including but not limited to \$0 balance invoice, Purchase Orders, receipts, etc.
 1. A Light Tower or Water Pump is eligible to request in place of a portable generator if requested through the NOI
- b. Equipment purchased must stay on the jurisdictional inventory for three (3) years from the date of inventory log through September 30, 2025
- c. The jurisdiction is responsible for the purchase, maintenance, usage, and storage costs associated with the
 - i. Provide proof of purchase including but not limited to \$0 balance invoice, Purchase Orders, receipts, etc.



Additional Requirements

2. *Event Reporting*

Pursuant to Oklahoma Statute Title 63-683.11. E 63, all significant events within the Subrecipient's jurisdiction resulting in a threat to life, safety, or public health, and adverse impact on the local economy, or stress placed on local and / or regional resources must be reported to the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS).

Measurement Methods / Required Documentation:

1. Create and maintain updates via WebEOC Local Boards and / or through contacting the State Emergency Operations Center (SEOC) Duty Officer (See **Article 2.6: Eligibility Criteria**).

Article 4. Authorized Representatives

The Agency Director of the Oklahoma Department of Emergency Management and Homeland Security and the Subrecipient's Director of Emergency Management shall be the authorized representatives to complete work and negotiate changes to this agreement. On a form provided by ODEMHS, the Subrecipient will identify a Director of Emergency Management, an alternate point-of-contact (such as a deputy director), and the Subrecipient's official mailing address. The Director of Emergency Management for the Subrecipient will serve as the official point-of-contact (POC), responsible for reporting on, or responding to inquiries regarding the six (6) phases of emergency management (mitigation, preparedness, response, recovery, prevention, and protection) to include incident reporting (see **Article 3.2: Scope of Work – Event Reporting**).

Article 5. Funding Guidelines

EMPG Special Project funds can only be used for the purposes set forth in this contract. All EMPG Special Project fund expenditures must be accounted for and follow this funding guidance. Grant funds may not be used for matching funds for Federal grants, cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings. Additionally, EMPG Special Project funds may not be used to sue the Federal government or any other government entity. It is the Oklahoma Department of Emergency Management and Homeland Security's (ODEMHS) intent to supplement (NOT supplant) city, county, and tribal Emergency Management program funds. This can only be achieved by the commitment and compliance of EMPG Subrecipients.

Authorized Expenditures:

1. **Equipment**
3. This grant funding is only permitted to purchase one (1) portable generator, light tower, or water pump, for the Subrecipient jurisdiction, per **Article 3.1: Scope of Work – Portable Generator or otherwise approved Heavy Equipment**

. In accordance with 2 CFR 200.310, 200.313, and 200.316 allowable equipment categories for the EMPG FY21 program are listed on the web-based version of the Authorized Equipment List (AEL) <https://www.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory, regulatory and/or FEMA



adopted standards to be eligible for purchase using these funds. Additionally, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Unauthorized Expenditures:

- a. Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles). The only vehicle costs that are reimbursable are fuel and/or mileage.
- b. Equipment that is purchased for permanent installation and/or use beyond the scope of exercise conduct (e.g., electronic messaging signs).
- c. Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.
- d. Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- e. Expenditures for weapons systems and ammunition.
- f. Costs to support the hiring of sworn safety officers (sworn law enforcement officers).
- g. Activities unrelated to the completion and implementation of the EMPG.
- h. Other items not in accordance with the aforementioned authorized expenses.

Article 6. Special Project Administration Requirements

1. Any tasking the Oklahoma Department of Emergency Management and Homeland Security receives from the U.S. Department of Homeland Security, FEMA or any other federal agency that is Emergency Management related and requires the assistance of the Subrecipient shall also be considered as part of the required tasking elements under the EMPG Special Project.
2. If the Subrecipient expends \$750,000 or more in Federal funds in Subrecipients EMPG FY21, they are responsible for compliance with the provisions of 2 CFR 200.501. The Subrecipient shall submit a copy of their audit letter signed by the auditor to the Oklahoma Department of Emergency Management and Homeland Security and/or uploaded into the Federal Audit Clearinghouse.
3. The FY 21 EMPG Special Project is a performance-based grant. To ensure EMPG requirements compliance, each Subrecipients performance shall be monitored. The Subrecipient should be visited a minimum of four (4) times each year by a Regional Coordinator or other representative of ODEMHS. The field visits shall be conducted at a mutually agreed date, time, and location during each quarter.

Article 7. Payment Terms

All payments will be contingent upon the Subrecipient's payment requests and supporting documentation the Oklahoma Department of Emergency Management and Homeland Security review of required tasks.



Any payment requests received on or prior to the 10th day of any month will be processed the same month. Any payment requests submitted after the 10th day of any month will be processed the same month or the following month.

Article 8. Overmatch Funds

The Subrecipient agrees that ODEMHS may use the excess of its match / Overmatch to meet its own match requirements. The Subrecipient may request to retain a portion of its Overmatch by written request and written approval by ODEMHS. The Subrecipient agrees to follow Code of Federal Regulations (2 CFR) and the FY2021 Emergency Management Preparedness Grant Notice of Funding Opportunity (NOFO) guidelines. The jurisdiction further agrees that overmatch funds provided to ODEMHS cannot be used to match any other Federal Funds.

Article 9. Time of Completion

The Subrecipient shall complete all work from January 1, 2022 through September 30, 2022. A time extension may be approved through a written request and approval from the ODEMHS Grants Management Division.

Article 10. General Provisions

1. All work shall be completed in a professional manner and in compliance with all applicable laws.
2. To the extent required by law, individuals duly licensed and authorized by law to do so shall perform all work.
3. The Subrecipient warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the Subrecipients or its employees or agents.
4. The Subrecipient agrees that neither it nor its employees or agents are covered under insurance paid for by the State of Oklahoma and are not authorized to obligate the State of Oklahoma, its employees or agents.
5. The Standard Assurances for Federal Funds submitted by the Subrecipient, as part of their application package, are hereby referenced and incorporated into this agreement.

Article 11. Amendments

Any alterations or deviations to this agreement shall be executed only upon written agreement of both parties, and if there is a change to the agreement award for such alteration or deviation, it shall be noted.



Article 13. Award Reduction

If the Subrecipient fails to complete or adhere to the financial or performance based Special Project requirements, the award amount is subject to a reduction.

Article 14. Suspension of Special Project / Debarment from Future Awards

If the Subrecipient fails to complete the agreed scope of work, they may be barred from participation in the Special Project program for the following Federal Fiscal Year. Subrecipient will maintain active status in SAM.gov.

Article 15. Duration and Closeout

This agreement shall be in full force and effective on January 1, 2022 for both parties and terminate on September 30, 2022. Either party may cancel this agreement by providing 15 days' notice in writing to the other party. ODEMHS may at its discretion extend the term of the closeout of this agreement. If approved, extensions are typically approved for no more than a 30-day period.

Article 16. Audit Clause

In accepting this agreement, the Subrecipient agrees to this audit clause which provides that books, records, documents, accounting procedures, practices, or any other items of the Subrecipient relevant to the agreement are subject to examination by the Federal Emergency Management Agency, the Oklahoma Department of Emergency Management and Homeland Security, the State of Oklahoma and the State Auditor and Inspector.

Article 17. Non – Collusion

In accepting this agreement, the Subrecipient acknowledges that they have not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this agreement.



State of Oklahoma Designation of Subrecipient Agent

Subrecipient Information			
Name of Subrecipient:	Pittsburg County Emergency Management		
Physical Address:	705 EOC Drive, McAlester, OK 74501		
Mailing Address (if different from above):			
Employer's Identification (EIN):	73-6006407	FIPS#:	121-99121-00
Duns #:	082482795		

Subrecipient Emergency Management Director (Primary Contact)			
Name:	Kevin Enloe	Agency:	Pittsburg County Emergency Management
Physical Address:	705 EOC Drive, McAlester, OK 74501		
Office #:	918-423-5655	Cell#:	918-424-9110
Email:	mcalester.pittscoem1@gmail.com		

Subrecipient Emergency Management Alternate (Secondary Contact)			
Name:	Lois Lupardus	Agency:	Pittsburg County Emergency Management
Physical Address:	705 EOC Drive, McAlester, OK 74501		
Office #:	918-423-5655	Cell#:	918-424-0396
Email:	mcalester.pittscoem2@gmail.com		

Certification			
<p>The above Primary and Secondary contacts are hereby authorized as the Subrecipient's point of contact (POC) for the purpose of reporting disaster and emergencies and the extent associated with them to Oklahoma Department Emergency Management (OEM). The above designated point of contacts is further authorized to take such action, prepare required documentation, and attend meetings (i.e., applicant briefing or kick off meetings) as may be required on behalf of the Subrecipient. Until contrary notice is given to the Oklahoma Department of Emergency Management.</p>			
Governing Body:	<i>Pittsburg County Board of County Commissioners</i>		
Certifying Official:	<i>[Signature]</i>		
Title:	<i>Chairman, BOCC</i>		
Office #	918-423-1338	Cell#	918-424-5644
Email:	bocc@pittsburg.okcounties.org		



Delegation of Authority

(Optional)

By means of this document, I, Kevin Smith, hereafter known as "the Delegating Official," delegate the authority herein described to Kevin Enloe, hereafter known as "the Delegate," on the following terms and conditions:

1. The Delegate may request reimbursement(s) under the Emergency Management Performance Grant contractual agreement for an amount not to exceed the award amount within the period of performance.
2. This delegation remains effective for the duration of the FY 2021 Emergency Management Performance Grant unless revoked in writing by the Delegating Official.
3. The authority delegated is not subject to sub-delegation without the prior and express written consent of the Delegating Official.



Signature, Delegating Official

Charlie Rogers
Kevin Smith, Chairman BOCC
Vice

Name and Title

Signature, Delegate

Kevin Enloe, Director, Pitts Co. Emergency Mgmt

Name and Title

March 7, 2022

Date

Date



FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

O.M.B. No. 3067-0206
Expires February 28, 2007

FOR
FY 2021

CA FOR (Name of Applicant)
Pittsburg County Emergency Management

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II FEMA Form 20-16B, Assurances-Construction Programs
- Part III FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV SF LLL, Disclosure of Lobbying Activities (If applicable)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

~~Kevin Smith~~ Charlie Rogers
Typed Name of Authorized Representative

Vice-
Chairman, Board of County Commissioners
Title

[Signature]
Signature of Authorized Representative

March 7, 2022
Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

"Public reporting burden for this form is estimated to average 1.7 hours per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, retain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the form, including suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0206). You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Please do not send your completed form to the above address.

FEMA Form 20-16, FEB 01



FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

FEMA Form 20-16A, JUN 94



11. Will comply with environmental standards which are prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection prohibits the use of lead based paint in construction or of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.



(IACK)

FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State through any authorized representative, access to and right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plan and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.
12. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.



13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for federally assisted construction subagreements.

14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Will comply with environmental standards which are prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violations with the minimum standards as may be required or facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor. and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-224).

21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.



**FEDERAL EMERGENCY MANAGEMENT AGENCY
 CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
 OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

Standard Form LLL, "Disclosure of Lobbying Activities" attached.
 (This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

**2. DEBARMENT, SUSPENSION, AND OTHER
 RESPONSIBILITY MATTERS
 (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by drug abuse violations occurring in the workplace;
 any Federal department or agency;

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attached an explanation to this application.

**3. DRUG-FREE WORKPLACE
 (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;



(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Pittsburg Co Emergency Management

705 EOC Drive

McAlester, OK 74501

Check if there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

FEMA Form 20-16C (BACK)




OK - EMPG FY21 Special Project Application | January 2022

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

(See reverse for public burden disclosure)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known : Congressional District, if known :	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Oklahoma Department of Emergency Management and Homeland Security 2401 Lincoln Blvd - Suite C51 Oklahoma City, OK 73105	
6. Federal Department/Agency: U.S. Department of Homeland Security / Federal Emergency Management Agency	7. Federal Program Name/Description: FY 2021 Emergency Management Performance Grant Program CFDA Number, if applicable : <u>97.042</u>	
8. Federal Action Number, if known :	9. Award Amount, if known : \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Kevin Smith</u> Title: <u>Vice Chairman, Board of County Commissioners</u> Telephone No.: <u>918-423-13</u> Date: <u>March 7, 2022</u> <u>918-423-1358</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



Elected Officials / City Manager / Tribal Officials Signature Page

By signing below, we are applying for the ODEMHS FY 21 Emergency Management Performance Program Generator Grant Special Project and are affirming our commitment to fulfill the application requirements listed within this agreement.

Approved By:



County Commissioner, District 1

City Mayor or Manager

County Commissioner, District 2

Tribal Official



County Commissioner, District 3

Emergency Management Director



Witnessed By:

Name: Hope Trammell
City / County/ Tribal Clerk /Treasurer

Date: 3/7/2022



Pittsburg County, OKLAHOMA

LEASE PURCHASE AGREEMENT

This agreement is made this March 7, 2022 by and between the Board of County Commissioners of Pittsburg County, Oklahoma, on behalf of Crowder Fire Department designated throughout this agreement as the Lessee, and Chief Fire & Safety Co., INC., designated throughout this agreement as the Lessor.

I. Equipment

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

<u>Make</u>	<u>Model</u>	<u>Description</u>	<u>Serial #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Lease Purchase Price</u>
2022 E-One Freightliner	Rescue Pumper	3ALACYFE6NDNA5844		1	\$297,958.00	\$298,258.00

Together with all equipment, accessions, additions and attachments thereto.

II. Payment Of Lease Purchase Installments

In consideration of the agreement by the Lessor to lease purchase the equipment, the Lessee promises to pay the Lessor, for the equipment, the sum of \$3,092.21 per month, (see enclosed payment schedule) during the term of this agreement or any renewal of the agreement

III. Lease Term

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

IV. Option To Renew

The Lessee is hereby granted 10 successive options to renew this lease for additional terms not to exceed one fiscal year each, plus one final option to renew this lease for a period of 9 months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of this lease or any renewal then in effect.

V. Title To Equipment

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

VI. Option To Purchase

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

VII. Delivery And Return Of Equipment

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

VIII. Repairs And Maintenance

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

IX. Taxes

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

X. Insurance

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

XI. Patents

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

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

XII. Funding

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

XIII. Assignment

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

XIV. Road Machinery and Equipment

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

XV. Entire Agreement Of The Parties And Severability

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

XVI. Choice Of Law

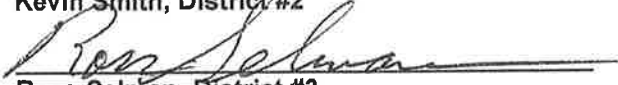
This lease shall be governed in all respects by the laws of the State of Oklahoma. In the event that any litigation shall occur concerning the terms and conditions of this lease or the rights and duties of the parties, the parties agree that any such suit shall be maintained in the District Court in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

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



Charlie W. Rogers, District #1

FOR THE LESSOR: Chief Fire & Safety Co., INC.

Kevin Smith, District #2


Ross Selman, District #3

ATTEST 

Hope Trammell, County Clerk



SCHEDULE OF RENTAL PAYMENTS

Lease No. 68509

This Schedule is executed by **Chief Fire & Safety Co., INC.** ("Lessor") and **Pittsburg County** ("Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Lease Purchase Agreement For Equipment dated as of **March 7, 2022** ("Lease"), between Lessor and Lessee.

EQUIPMENT LOCATION: Crowder Fire Department

PAYMENT SCHEDULE:

RATE: 4.509%

Equipment Cost 297,958.00 + Doc Fee \$300.00 = \$298,258.00

	Date	Payment	Interest	Principal	Balance
Loan	3/7/2022				298,258.00
1	4/7/2022	3,092.21	1,140.42	1,951.79	296,306.21
2	5/7/2022	3,092.21	1,096.41	1,995.80	294,310.41
3	6/7/2022	3,092.21	1,125.33	1,966.88	292,343.53
4	7/7/2022	3,092.21	1,081.75	2,010.46	290,333.07
5	8/7/2022	3,092.21	1,110.12	1,982.09	288,350.98
6	9/7/2022	3,092.21	1,102.54	1,989.67	286,361.31
7	10/7/2022	3,092.21	1,059.62	2,032.59	284,328.72
8	11/7/2022	3,092.21	1,087.16	2,005.05	282,323.67
9	12/7/2022	3,092.21	1,044.68	2,047.53	280,276.14
10	1/7/2023	3,092.21	1,071.67	2,020.54	278,255.60
11	2/7/2023	3,092.21	1,063.94	2,028.27	276,227.33
12	3/7/2023	3,092.21	953.98	2,138.23	274,089.10
13	4/7/2023	3,092.21	1,048.01	2,044.20	272,044.90
14	5/7/2023	3,092.21	1,006.64	2,085.57	269,959.33
15	6/7/2023	3,092.21	1,032.22	2,059.99	267,899.34
16	7/7/2023	3,092.21	991.30	2,100.91	265,798.43
17	8/7/2023	3,092.21	1,016.31	2,075.90	263,722.53
18	9/7/2023	3,092.21	1,008.37	2,083.84	261,638.69
19	10/7/2023	3,092.21	968.14	2,124.07	259,514.62
20	11/7/2023	3,092.21	992.28	2,099.93	257,414.69
21	12/7/2023	3,092.21	952.51	2,139.70	255,274.99
22	1/7/2024	3,092.21	976.07	2,116.14	253,158.85
23	2/7/2024	3,092.21	967.98	2,124.23	251,034.62
24	3/7/2024	3,092.21	897.93	2,194.28	248,840.34
25	4/7/2024	3,092.21	951.47	2,140.74	246,699.60
26	5/7/2024	3,092.21	912.86	2,179.35	244,520.25
27	6/7/2024	3,092.21	934.95	2,157.26	242,362.99
28	7/7/2024	3,092.21	896.81	2,195.40	240,167.59
29	8/7/2024	3,092.21	918.31	2,173.90	237,993.69
30	9/7/2024	3,092.21	910.00	2,182.21	235,811.48
31	10/7/2024	3,092.21	872.57	2,219.64	233,591.84
32	11/7/2024	3,092.21	893.17	2,199.04	231,392.80
33	12/7/2024	3,092.21	856.22	2,235.99	229,156.81
34	1/7/2025	3,092.21	876.21	2,216.00	226,940.81

35	2/7/2025	3,092.21	867.73	2,224.48	224,716.33
36	3/7/2025	3,092.21	776.08	2,316.13	222,400.20
37	4/7/2025	3,092.21	850.37	2,241.84	220,158.36
38	5/7/2025	3,092.21	814.65	2,277.56	217,880.80
39	6/7/2025	3,092.21	833.09	2,259.12	215,621.68
40	7/7/2025	3,092.21	797.86	2,294.35	213,327.33
41	8/7/2025	3,092.21	815.68	2,276.53	211,050.80
42	9/7/2025	3,092.21	806.98	2,285.23	208,765.57
43	10/7/2025	3,092.21	772.49	2,319.72	206,445.85
44	11/7/2025	3,092.21	789.37	2,302.84	204,143.01
45	12/7/2025	3,092.21	755.39	2,336.82	201,806.19
46	1/7/2026	3,092.21	771.63	2,320.58	199,485.61
47	2/7/2026	3,092.21	762.76	2,329.45	197,156.16
48	3/7/2026	3,092.21	680.90	2,411.31	194,744.85
49	4/7/2026	3,092.21	744.63	2,347.58	192,397.27
50	5/7/2026	3,092.21	711.92	2,380.29	190,016.98
51	6/7/2026	3,092.21	726.55	2,365.66	187,651.32
52	7/7/2026	3,092.21	694.36	2,397.85	185,253.47
53	8/7/2026	3,092.21	708.34	2,383.87	182,869.60
54	9/7/2026	3,092.21	699.22	2,392.99	180,476.61
55	10/7/2026	3,092.21	667.81	2,424.40	178,052.21
56	11/7/2026	3,092.21	680.80	2,411.41	175,640.80
57	12/7/2026	3,092.21	649.92	2,442.29	173,198.51
58	1/7/2027	3,092.21	662.24	2,429.97	170,768.54
59	2/7/2027	3,092.21	652.95	2,439.26	168,329.28
60	3/7/2027	3,092.21	581.34	2,510.87	165,818.41
61	4/7/2027	3,092.21	634.03	2,458.18	163,360.23
62	5/7/2027	3,092.21	604.48	2,487.73	160,872.50
63	6/7/2027	3,092.21	615.12	2,477.09	158,395.41
64	7/7/2027	3,092.21	586.11	2,506.10	155,889.31
65	8/7/2027	3,092.21	596.06	2,496.15	153,393.16
66	9/7/2027	3,092.21	586.52	2,505.69	150,887.47
67	10/7/2027	3,092.21	558.33	2,533.88	148,353.59
68	11/7/2027	3,092.21	567.25	2,524.96	145,828.63
69	12/7/2027	3,092.21	539.61	2,552.60	143,276.03
70	1/7/2028	3,092.21	547.83	2,544.38	140,731.65
71	2/7/2028	3,092.21	538.10	2,554.11	138,177.54
72	3/7/2028	3,092.21	494.25	2,597.96	135,579.58
73	4/7/2028	3,092.21	518.40	2,573.81	133,005.77
74	5/7/2028	3,092.21	492.16	2,600.05	130,405.72
75	6/7/2028	3,092.21	498.62	2,593.59	127,812.13
76	7/7/2028	3,092.21	472.94	2,619.27	125,192.86
77	8/7/2028	3,092.21	478.69	2,613.52	122,579.34
78	9/7/2028	3,092.21	468.70	2,623.51	119,955.83
79	10/7/2028	3,092.21	443.87	2,648.34	117,307.49
80	11/7/2028	3,092.21	448.54	2,643.67	114,663.82
81	12/7/2028	3,092.21	424.29	2,667.92	111,995.90
82	1/7/2029	3,092.21	428.23	2,663.98	109,331.92

83	2/7/2029	3,092.21	418.04	2,674.17	106,657.75
84	3/7/2029	3,092.21	368.35	2,723.86	103,933.89
85	4/7/2029	3,092.21	397.40	2,694.81	101,239.08
86	5/7/2029	3,092.21	374.61	2,717.60	98,521.48
87	6/7/2029	3,092.21	376.71	2,715.50	95,805.98
88	7/7/2029	3,092.21	354.51	2,737.70	93,068.28
89	8/7/2029	3,092.21	355.86	2,736.35	90,331.93
90	9/7/2029	3,092.21	345.39	2,746.82	87,585.11
91	10/7/2029	3,092.21	324.09	2,768.12	84,816.99
92	11/7/2029	3,092.21	324.31	2,767.90	82,049.09
93	12/7/2029	3,092.21	303.60	2,788.61	79,260.48
94	1/7/2030	3,092.21	303.06	2,789.15	76,471.33
95	2/7/2030	3,092.21	292.40	2,799.81	73,671.52
96	3/7/2030	3,092.21	254.43	2,837.78	70,833.74
97	4/7/2030	3,092.21	270.84	2,821.37	68,012.37
98	5/7/2030	3,092.21	251.66	2,840.55	65,171.82
99	6/7/2030	3,092.21	249.19	2,843.02	62,328.80
100	7/7/2030	3,092.21	230.63	2,861.58	59,467.22
101	8/7/2030	3,092.21	227.38	2,864.83	56,602.39
102	9/7/2030	3,092.21	216.43	2,875.78	53,726.61
103	10/7/2030	3,092.21	198.80	2,893.41	50,833.20
104	11/7/2030	3,092.21	194.37	2,897.84	47,935.36
105	12/7/2030	3,092.21	177.37	2,914.84	45,020.52
106	1/7/2031	3,092.21	172.14	2,920.07	42,100.45
107	2/7/2031	3,092.21	160.98	2,931.23	39,169.22
108	3/7/2031	3,092.21	135.27	2,956.94	36,212.28
109	4/7/2031	3,092.21	138.46	2,953.75	33,258.53
110	5/7/2031	3,092.21	123.07	2,969.14	30,289.39
111	6/7/2031	3,092.21	115.82	2,976.39	27,313.00
112	7/7/2031	3,092.21	101.07	2,991.14	24,321.86
113	8/7/2031	3,092.21	93.00	2,999.21	21,322.65
114	9/7/2031	3,092.21	81.53	3,010.68	18,311.97
115	10/7/2031	3,092.21	67.76	3,024.45	15,287.52
116	11/7/2031	3,092.21	58.45	3,033.76	12,253.76
117	12/7/2031	3,092.21	45.34	3,046.87	9,206.89
118	1/7/2032	3,092.21	35.20	3,057.01	6,149.88
119	2/7/2032	3,092.21	23.51	3,068.70	3,081.18
120	3/7/2032	3,092.21	11.03	3,081.18	0.00
Grand Totals		371,065.20	72,807.20	298,258.00	

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

LESSEE: Pittsburg County

BY: 
Charlie Rogers

TITLE: Commissioner Vice-Chairman

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting County Commissioner, District #2, for Pittsburg County, State of Oklahoma ("Lessee") with respect to the Lease Purchase Agreement For Equipment dated March 7, 2022, (the "Lease"), by and between the Chief Fire & Safety Co., INC., ("Lessor") and Lessee, and that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with the Specifications (as that term is defined in the Lease) and has been irrevocably accepted by Lessee.

2. The rental payments provided for in the Lease (the "Rental Payments") shall commence and be due and payable on March 7, 2022, and the 7th of each month thereafter in accordance with the Lease.

3. Lessee has appropriated and/or taken all other lawful actions necessary to provide monies sufficient to pay all Rental Payments required to be paid under the Lease during the fiscal year of Lessee for which monies have been appropriated and such monies will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

Equipment Description: **2022 E-One Freightliner Rescue Pumper VIN# 3ALACYFE6NDNA5844 Together with all equipment, accessions, additions and attachments thereto.**

DATED: March 7, 2022

By: 
Charlie Rogers

Title: Commissioner Vice-Chairman

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

INSURANCE COVERAGE REQUIREMENTS

In accordance with Section 10 of the Equipment Lease Purchase Agreement dated as **March 7, 2022** ("Lease") by **Chief Fire & Safety Co., INC.** ("Lessor") and **Pittsburg County** ("Lessee"). "Lessor" has assigned the Equipment Lease Purchase Agreement and all rights to the **Welch State Bank, P.O. Box 129 Welch, Ok 74369, 918-788-3373**. Lessee has instructed their insurance agent named below (please fill in name, address and telephone number)

Company: Burrows

Address: 307 W Patti Page Blvd. Claremore, OK 74017

Telephone: 918-341-2196

Contact: Dave Burrows

To issue:

All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.
Coverage Required-Full Replacement Value

Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with the following minimum coverage:
\$500,000.00 per person
\$500,000.00 aggregate bodily injury liability
\$300,000.00 property damage liability

or

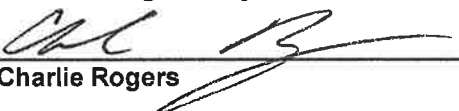
Pursuant to Section 10 of the Agreement, Lessee is self insured for all risk, physical damage and public liability and will provide proof of such self insurance in letter form together with a copy of the statute authorizing this form of insurance.

Cost: \$297,958.00

Equipment Description: **2022 E-OneFreightliner Rescue Pumper VIN# 3ALACYFE6NDNA5844. together with all equipment, accessions, additions and attachments thereto.**

Equipment Location: **Crowder Fire Department**

Lessee: **Pittsburg County**

By: 
Charlie Rogers

Title: Commissioner Vice-Chairman

OPINION OF COUNSEL

With respect to that certain Lease-Purchase Agreement for Equipment ("Lease") dated March 7, 2022 by and between Lessor and Lessee. I am of the opinion that:

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

Counsel for Lessee:  _____

By: Adam R. Schera _____

Title: FIRST ASSISTANT DISTRICT ATTORNEY _____

Date: March 7, 2022 _____

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

1. This certificate with respect to qualified tax-exempt obligations (the "Certificate") is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax exempt obligation of Lessee for purposes of Section 265(b)(3)(B) of the Tax Reform Act of 1986.
2. Lessee is a political subdivision of the State of Oklahoma and the Lease is being issued by Lessee in calendar year 2021-2022.
3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
4. The Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year 2021-2022 as qualified tax-exempt obligations. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.00.
6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the calendar year 2021-2022 will not exceed \$10,000,000.00.
7. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this March 7, 2022.

Lessee: **Pittsburg County**

By: 
Charlie Rogers

Title: Commissioner Vice-Chairman

Attest: 
Hope Trammell, County Clerk



March 7, 2022

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

Re: Lease Purchase Agreement For Equipment dated March 7, 2022, between Chief Fire & Safety Co., INC., Lessor, and Pittsburg County, Lessee.

Dear Board of County Commissioners:

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

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

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

Sincerely,

WELCH STATE BANK

ACKNOWLEDGED:


By: Charlie Rogers

Title: Commissioner Vice-Chairman

By: Tammie Harris, Assistant Vice President

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into this March 7, 2022 by and between **Chief Fire & Safety Co., INC.** (herein "Assignor") and **Welch State Bank** (herein "Assignee").

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

1. Assignor hereby assigns to Assignee its entire right, title and interest in and to that certain Lease Purchase Agreement dated March 7, 2022 and entered into by and between Assignor and the Board of County Commissioners of **Pittsburg County** (herein "Lease"), together with Assignor's right to receive all rent and other monies thereunder, and all of Assignor's right title and interest in and to any guaranties or other rights and interest granted to Assignor to secure the payment due under the terms of the Lease.

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

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

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

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

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

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

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

ASSIGNOR: **Chief Fire & Safety Co., INC.**

ASSIGNEE: **Welch State Bank**

By: _____

By: _____
Tammie Harris, Assistant Vice President

WELCH STATE BANK



Member F D I C

INVOICE

396 S. Commercial
PO Box 129
Welch, OK 74369
Ph. 918-788-3373
Fax 918-788-3364

March 7, 2022

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

Reference: **Lease/Purchase #68509**

QUANTITY	DESCRIPTION	TOTAL
1	Lease # 68509 - Payment #1 per Payment Schedule 2022 E-OneFreightliner Rescue Pumper VIN# 3ALACYFE6NDNA5844.	\$3,092.21
	Total Due	\$3,092.21
	Date Due:	March 7, 2022

THANK YOU FOR YOUR BUSINESS!

Please remit payment to: **Welch State Bank**
PO Box 129
Welch, OK 74369

CUT ON LINE AND RETURN BOTTOM PORTION WITH PAYMENT

Payment #	Account #	Due Date	Amount Due
1	68509	March 7, 2022	\$3,092.21

Welch State Bank
PO Box 129
Welch, OK 74369

Pittsburg County

2022 E-OneFreightliner Rescue Pumper
VIN# 3ALACYFE6NDNA5844.

Information Return for Tax-Exempt Governmental Bonds

(Rev. October 2021)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name Pittsburg County		2 Issuer's employer identification number (EIN) 73-6006407
3a Name of person (other than Issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 115 E. Carl Albert Parkway	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code McAlester, OK 74501		7 Date of issue 3-7-22
8 Name of Issue Lease purchase 2022 E-One Freightliner Rescue Pumper		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ► lease purchase	18 298,258.00
19a If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>
b If bonds are BANs, check only box 19b	<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box	<input checked="" type="checkbox"/>

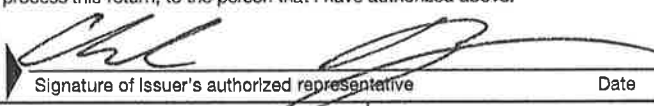
Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	3-7-22	\$ 298,258.00	\$ na	10 years	4.50 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	_____

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶		<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box ▶		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	 Signature of Issuer's authorized representative	Date	Charlie Rogers Vice- Kevin White, Commissioner Chairman	Type or print name and title
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

RESOLUTION

22-202

The Board of County Commissioners, Pittsburg County, met in regular session on Monday March, 7, 2022

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

ITEM NO.	DESCRIPTION	VIN/SERIAL
DI-301.165	2011 FORD F250	1FT7X2B63BEA48072
DI-332.111	2012 JOHN DEERE EXCAVATOR	1FF180GCLCE020096
DI-430.001	RYOBI LAWN MOWER	2653104
DI-439.001	CHALLENGER STEAM CLEANER	10-6757-90

WHEREAS, Pittsburg County District 1 wishes to declare the above-mentioned items surplus, to be sold at the CED Equipment Auction, March 11th & 12th, 2022 in Elk City, Oklahoma.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby declare the above-mentioned equipment surplus for Pittsburg County District 1

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN _____

VICE CHAIRMAN *Chad B...*

MEMBER *Bob...*

COUNTY CLERK *Hope Trammell*



RESOLUTION
22-203

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, March 7, 2022.

WHEREAS, The Board of County Commissioners declared the following list of property from the Pittsburg County OSU Extension's Office as surplus inventory.

The following listed items were to be returned to OSU Stillwater for hard drive removal and disposal by OSU Stillwater.

One Dell Optiplex 330	Inventory #E218.25	4PFBCK1
One Dell Optiplex 990	Inventory #E218.28	SNGVQ7GQ1
One Dell Optiplex 330	Inventory #E218.22	9944 TH 1

The Pittsburg County OSU Extension Office declared the above listed equipment as surplus and removed the equipment from inventory and had the hard drives removed and junked by OSU Stillwater on the regular scheduled Board of County Commissioners, Pittsburg County on February 4, 2019. Since the equipment was purchased with county funds they returned items to the Pittsburg County OSU Extension office to be disposed of through the county they were purchased. At this time, we ask to adjust records and have them disposed of at the Alderson Land Fill.

WHEREAS, The Board of County Commissioners hereby declare the following list of property from the Pittsburg County OSU Extension's Office as surplus inventory.

The following listed items are to be junked and disposed of at the Alderson Land Fill.

One Work Station	Inventory #E105.1	N/A
One Watchman Security System	Inventory #E299.24	SN#VM040311050799
One Dell Computer, Monitor and Keyboard	Inventory #E218.26	SN#7PQ6RL1
One Dell Vistro Computer	Inventory #E218.29	SN#8QB6LS1
One Dell Latitude Computer	Inventory #E218.32	SN#B9R3GS1
One Dell Optiplex Computer	Inventory #E218.35	SN#C16R9Y1
One Dell Optiplex Computer	Inventory #E218.36	SN#7JSH9Z1
One Dell Optiplex Computer	Inventory #E218.37	SN9XZXR22
One Dell Optiplex Computer	Inventory #E218.38	SN#DTNCS22
One Dell Optiplex Computer	Inventory #E218.43	SN#DQRTQD2
One Dell Optiplex Computer	Inventory #E218.45	SN#DQRQQD2
One HP LaserJet Printer	Inventory #E299.14	SN#CNBC89POPX
One Hitachi Projector	Inventory #E299.20	SN#F8K011202
One Dell 1510X Projector	Inventory #E299.22	SN#44645MI
One Sennheiser Wireless Mic System	Inventory #E299.27	SN#0023000183
One Dell Projector	Inventory #E299.41	SN#DXF1G22
One Solo Mist Blower	Inventory #E399.1	N/A
One Wylie Defender Sprayer	Inventory #E438.1	N/A
One Schaben 25 Gal Tow Behind Sprayer	Inventory #E438.2	N/A
One Baby Taylor Small Guitar	Inventory #E610.13	200462987
One Weddle Building Sign	Inventory #E610.21	N/A

The Pittsburg County OSU Extension Office has declared the above listed equipment as surplus and wishes to remove the equipment from inventory to be junked and disposed of at the Alderson Land Fill.

WHEREAS, The Board of County Commissioners hereby declare the following list of property from the Pittsburg County OSU Extension's Office as surplus inventory.

The following listed items are to be transferred to the Board of County Commissioners to be used at the SouthEast Expo Center.

One Martin Oak Desk	Inventory #E105.3	N/A
One Smart Board 640	Inventory #E299.17	SN#SB640-R2-652604
One Smart Board 680	Inventory #E299.18	SN#SB680-R2-714974

The Pittsburg County OSU Extension Office has declared the above listed equipment as surplus and wishes to remove the equipment from inventory to be transferred to the Board of County Commissioners to be used at the SouthEast Expo Center.

NOW THEREFORE BE IT RESOLVED, The Board of County Commissioners hereby authorize the above listed equipment to be declared surplus property and remove the above listed equipment from inventory of the Pittsburg County OSU Extension's Office and items are to be junked and disposed of at the Alderson Land Fill as specified.

**Board of County Commissioners
Pittsburg County, Oklahoma**

CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION
22-204
To Advertise

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, March 7, 2022.

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

14 Gauge Heavy Duty Stock Panels
(a.k.a. Portable Rodeo Arena)

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

THEREFORE, each competitive bid submitted to the County must be accompanied with an affidavit for filing with the competitive bid form, as required by Title 61 O.S. § 101 - 138.

Sealed bids will be received and filed with the Pittsburg County Clerk until Friday, March 18, 2022 at 4:00 p.m. All bids received after 4:00 p.m. on Friday, March 18, 2022 WILL NOT BE OPENED. Bids will be opened on Monday, March 21, 2022 at 10:00 a.m. in the Board of County Commissioners Conference Room, 115 E. Carl Albert Pkwy, McAlester, Oklahoma. The Board of County Commissioners, Pittsburg County, reserves the right to reject any and all bids and re-advertise.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN _____

VICE CHAIRMAN *Chad B...*

MEMBER *Bon...*

COUNTY CLERK *Hope Trammell*



BID NO. 17
 14 GAUGE HEAVY DUTY STOCK PANELS
 A.K.A. PORTABLE RODEO ARENA (NEW OR USED)
 BID SPECIFICATIONS

QUANTITY	WEIGHTS	DESCRIPTION	COST	TOTAL
4		506 HALF SHEETED		
2	52	506		
2	90	508		
8	110	510		
8		510 HALF SHEETED		
2	128	512		
2	110	60" GIF		
4	165	510 G4		
4	207	510 HPG 7'8"		
2	24	PMB Left		
2	53	32" ACF		
12	102	32" ACG		
1		3 SEC. BUCKING CHUTE (LEFT)		
1		3 SEC. BUCKING CHUTE (RIGHT)		
6		FOLD CATWALKS		
8		FOLD OVER DOOR TRACKS		
2		90* CORNER HINGE COMPLETE		
2	75	6' ELBOW GATE		
1	585	ROPE CHUTE		
1	488	ROPE CHUTE EXIT		
2		6X12 RC GATE PANEL 133" OSM		
2		6X16-6 RC PANEL PIN ON END		
8		6X4 - 14 GAUGE		
2		6X6 - 14 GAUGE		
2		6X8 - 14 GAUGE		
41		C 6X10 - 14 GAUGE		
16		C 6X10 HPG 7 - 8 14 GAUGE		
40		C 6X12 - 14 GAUGE		
2	93	GIF 6X6 CHAP		
28		TRIPLE SOCKETS		
1		32" PANEL /31.5 SWITCH GATE CL		