

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

FILED

DATE: MARCH 28, 2022
TIME: 9:00 A.M.
PLACE: COUNTY COMMISSIONERS CONFERENCE ROOM
PITTSBURG COUNTY COURTHOUSE
115 EAST CARL ALBERT PARKWAY
MCALESTER, OKLAHOMA

MAR 25 2022
8:28 AM
TIME HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY DEPUTY

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

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

1. CALL MEETING TO ORDER
2. ROLL CALL:

KEVIN SMITH	-	CHAIRMAN
CHARLIE ROGERS	-	VICE-CHAIRMAN
ROSS SELMAN	-	MEMBER
3. APPROVAL OF AGENDA
4. APPROVE/DISAPPROVE MEETING MINUTES
 - A. Regular Meeting Minutes from March 21, 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 Report
7. FISCAL TRANSACTIONS
 - A. CLAIMS AND PURCHASE ORDERS
 - B. TRANSFERS
 - C. OFFICIAL'S MONTHLY REPORTS
 - D. BLANKET PURCHASE ORDERS
 - E. FUEL BIDS
 - F. PAYROLL
8. UNFINISHED BUSINESS

None.

9. AGENDA ITEMS

- A. Approve/Disapprove Payment Application No. 2 for the Waterline Relocation Project, part of the Swinging Bridge Project, J/P No. 32927(04) - District 2
- B. Approve/Disapprove Payment Application No. 2 for the HVAC Project at the Pittsburg County Jail
- C. Approve/Disapprove Contract between Pittsburg County and the Oklahoma Department of Transportation for the Inmate Public Works Project - On State Highway System
- D. Approve/Disapprove Addendum to Working and Pricing Order for Contract between DataScout, LLC and Pittsburg County
- E. Accept/Deny Petition to Close Street in the Sooner Haven Subdivision - District 1
- F. Approve/Disapprove Public Hearing Notice to Close Street in the Sooner Haven Subdivision - District 1
- G. Approve/Disapprove Subcontract between Pittsburg County and Kiamichi Economic Development District of Oklahoma (KEDDO) for Rural Economic Action Plan (REAP) Grant K6029-22 for Indianola VFD in the amount of \$4,870.90 for new fire hoses
- H. Approve/Disapprove Subcontract between Pittsburg County and Kiamichi Economic Development District of Oklahoma (KEDDO) for Rural Economic Action Plan (REAP) Grant K6030-22 for Shady Grove VFD in the amount of \$51,453.47 for One (1) Used Pumper/Tanker Fire Truck
- I. Approve/Disapprove Subcontract between Pittsburg County and Kiamichi Economic Development District of Oklahoma (KEDDO) for Rural Economic Action Plan (REAP) Grant for K6031-22 for Sam's Point VFD in the amount of \$18,540.00 for new SCBA's and extra oxygen cylinders
- J. Approve/Disapprove Subcontract between Pittsburg County and Kiamichi Economic Development District of Oklahoma (KEDDO) for Rural Economic Action Plan (REAP) Grant for Richville Road, District 1 in the amount of \$112,296.45 for an Asphalt Overlay Project
- K. Approve/Disapprove Certificate of Authorized Signatures for Rural Economic Action Plan (REAP) contracts for the Kiamichi Economic Development District of Oklahoma (KEDDO)
- L. Approve/Disapprove Non-Collusion Affidavit for Rural Economic Action Plan (REAP) contracts for the Kiamichi Economic Development District of Oklahoma (KEDDO)
- M. Resolution 22-211 to Deposit Check
- N. Resolution 22-212 to Advertise for One (1) New 200 Gallon Wildlands Skid Unit for Quinton Fire Department
- O. Resolution 22-213 to Cancel Purchase Order - Treasurer
- P. Resolution 22-214 to Cancel Purchase Order - Health Department
- Q. Resolution 22-215 to Cancel Purchase Orders - Assessor
- R. Resolution 22-216 to Cancel Purchase Orders - Sheriff
- S. Resolution 22-217 to Cancel Purchase Orders - Animal Shelter

T. Discussion and Possible Action to Award Bid No. 18, Outdoor Facilities at the Southeast Expo Center

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

A. Bid No. 18, Outdoor Facilities at the Southeast Expo Center

B. Bid No. 19, One (1) Used, 3000 Gallon Tender

13. RECESS OR ADJOURNMENT


_____ Clerk

Ram, Inc. submits the following fuel bids for the week: March 28th, 2022.

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

UI	CLEAR	DYED	LP
3.6000	4.2150	4.2150	3.0500

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

FILED

MAR 28 2022
 TIME 8:00 AM
 HOPE TRAMMELL, COUNTY CLERK
 PITTSBURG COUNTY

BY TD DEPUTY

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Swinging Bridge Water Line Relocation						Application Number: 2					
Application Period: 02/23/2022-03/22/2022						Application Date: 3/22/2022					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
1	Mobilization	1	LS	\$20,000.00	\$20,000.00	1 LS	\$20,000.00		\$20,000.00	100.0%	
2	3" DR 11 Polyethylene Pipe, Water Main, Tracer Wire	1000	LF	\$24.00	\$24,000.00			\$11,651.77	\$11,651.77	48.5%	\$12,348.23
3	3" DR 11 Polyethylene Pipe, by directional bore	700	LF	\$85.00	\$59,500.00						\$59,500.00
4	2" PVC, Class 250, water main and tracer wire	10	LF	\$50.00	\$500.00						\$500.00
5	2" Gate Valve with Valve Box and marker	1	EA	\$1,500.00	\$1,500.00						\$1,500.00
6	2" Blow-Off Valve Assembly furnished and installed	1	LS	\$3,400.00	\$3,400.00						\$3,400.00
7	Ductile Iron Fittings	200	LB	\$17.00	\$3,400.00						\$3,400.00
8	6"x3" Tapping Sleeve, 3" Gate Valve and Valve Box	1	EA	\$3,800.00	\$3,800.00	1 EA	\$3,800.00		\$3,800.00	100.0%	
9	3" Encased County Road Crossing	50	LF	\$200.00	\$10,000.00			\$1,210.32	\$1,210.32	12.1%	\$8,789.68
10	Connection to Existing Main	1	EA	\$2,000.00	\$2,000.00						\$2,000.00
11	2" Cut and Cap Existing Main	10	EA	\$500.00	\$5,000.00	4 EA	\$2,000.00		\$2,000.00	40.0%	\$3,000.00
12	Bedding Material	100	LF	\$9.00	\$900.00						\$900.00
13	Rock Excavation	5	CY	\$800.00	\$4,000.00						\$4,000.00
14	500 Ft, 2" DR-11 polyethylene pipe, sterilized & connected after completion, line is salvaged to Sardis Lake Water Auth.	1	LS	\$12,000.00	\$12,000.00	1 LS	\$12,000.00		\$12,000.00	100.0%	
Totals					\$150,000.00		\$37,800.00	\$12,862.09	\$50,662.09	33.8%	\$99,337.91

**Bacteriological Water Analysis
City of Durant Bacteriological Laboratory**

Sample Mailing Address:

City of Durant Bac-T Lab
1222 Davis Rd.
Durant, OK 74701

Physical Address:

City of Durant WWTP Bac-T Lab
1222 Davis Rd.
Durant, OK 74701

(samples have to be received and tested within 30 hrs of sample taken)

PLEASE FILL TO THE 100ML LINE ON SAMPLE BOTTLE (we cannot test sample if it does not have at least 100mls of sample, if you are a little above the 100ml line that is acceptable for testing) DO NOT USE TAPE TO SEAL LID.

There is a \$31.25 charge for private well water analysis. All fees will have to be paid at the City of Durant Utilities office before results can be sent.

Complete Information Below

County: Pittsburg

Date Collected: 3-2-22 Time Collected: 2:20 Collector's Initials: K.L.

Owner: Pittsburg County #2-Swinging Bridge Water Line Sample Collected at: Bypass Line

Mail Results to:

Name: Kenneth Little Phone: 918-424-1555

Address: P.O. Box 188 Fax: _____

City: Crowder State: OK Zip: 74430

Sampler's Remarks: KLittle@advancom.com
please email results

For Lab Use Only

Lab Sample Number: 1991 Lab Received Date/Time: 3/2/22 1310

Analysis Date: 3/2/22 Time: 1330 Rejection Code: _____

MF: _____ LTB: _____ BGB: _____ EC: _____ PA/PA: UV: _____ Lab Tech Initials: km

LABORATORY RESULTS: Any Positive (P) result; Water is NOT safe to drink.
N = Negative for Bacteria (SAFE) P = Positive for Bacteria (NOT SAFE)

Total Coliform Test: SM 9223B (Collert) PA/PA Total/100mL N
E-Coli Test: SM 9223B (Collert) PA/PA Total/100mL N
2004 22nd Edition Standard Method

Analyst Comments: _____

**City of Durant Lab
1222 Davis Rd.
Durant OK 74701
State Lab ID: D9912**

Date: 3/3/22

**Kenneth Little
PO Box 188
Crowder, OK 74430**

Sampler's Initials: KL
Sample Description: bypass line
Sample Collected: 3/2/22 @ 0820
Date Sample Received: 3/2/22 @ 1310
Lab Log #: 1991

Method Reference: Standard Methods for the Examination of Water and Wastewater, 22nd Edition Method 9223B(2004).

Coliform Bacteria Results

XXX According to Method 9223B Colilert, Total Coliform bacteria and Escherichia Coliform bacteria are **Absent** from your sample.

_____ According to Method 9223B Colilert, Total Coliform bacteria are **Present** in your sample. Disinfection of well is advised.

_____ According to Method 9223B Colilert, Escherichia Coliform bacteria are **Present** in your sample. Disinfection of well is advised.

Lab Comments:

Laboratory Manager George McAusland

Date/Time of Analysis 3/2/22 @ 1330

1222 Davis Rd. Durant, OK 74701 (580) 924-3416 Fax: (580) 924-3956

**Bacteriological Water Analysis
City of Durant Bacteriological Laboratory**

Sample Mailing Address:

City of Durant Bac-T Lab
1222 Davis Rd.
Durant, OK 74701

Physical Address:

City of Durant WWTP Bac-T Lab
1222 Davis Rd.
Durant, OK 74701

(samples have to be received and tested within 30 hrs of sample taken)

PLEASE FILL TO THE 100ML LINE ON SAMPLE BOTTLE (we cannot test sample if it does not have at least 100mls of sample, if you are a little above the 100ml line that is acceptable for testing) DO NOT USE TAPE TO SEAL LID.

There is a \$31.25 charge for private well water analysis. All fees will have to be paid at the City of Durant Utilities office before results can be sent.

Complete Information Below

County: Pittsburg
Date Collected: 3-3-22 Time Collected: 9:30 am Collector's Initials: K.L.
Owner: Pittsburg City #2-Swinging Br. Sample Collected at: Bypass Line

Mail Results to:

Name: Kenneth Little Phone: 918-424-1556
Address: P.O. Box 188 Fax: klittle@advancem.com
City: Crandall State: OK Zip: 74430
Sampler's Remarks: Swinging Bridge Bypass Lin

For Lab Use Only

Lab Sample Number: 1790 Lab Received Date/Time: 3/3/22 1430
Analysis Date: 3/3/22 Time: 1450 Rejection Code: _____
MF: _____ LTB: _____ BGB: _____ EC: _____ PA/PA: UV: _____ Lab Tech Initials: ban

LABORATORY RESULTS: Any Positive (P) result; Water is **NOT** safe to drink.
N = Negative for Bacteria (**SAFE**) P = Positive for Bacteria (**NOT SAFE**)

Total Coliform Test: SM 9223B (Colilert) PA/PA Total/100mL N
E-Coli Test: SM 9223B (Colilert) PA/PA Total/100mL N
2004 22nd Edition Standard Method

Analyst Comments:

City of Durant Lab
1222 Davis Rd.
Durant OK 74701
State Lab ID: D9912

Date: 3/7/22

Kenneth Little
PO Box 188
Crowder, OK 74430

Sampler's Initials: KL
Sample Description: bypass line
Sample Collected: 3/3/22 @ 0930
Date Sample Received: 3/3/22 @ 1430
Lab Log #: 1998

Method Reference: Standard Methods for the Examination of Water and Wastewater, 22nd Edition Method 9223B(2004).

Coliform Bacteria Results

XXX According to Method 9223B Colilert, Total Coliform bacteria and Escherichia Coliform bacteria are **Absent** from your sample.

_____ According to Method 9223B Colilert, Total Coliform bacteria are **Present** in your sample. Disinfection of well is advised.

_____ According to Method 9223B Colilert, Escherichia Coliform bacteria are **Present** in your sample. Disinfection of well is advised.

Lab Comments:

Laboratory Manager George McAusland

Date/Time of Analysis 3/3/22 @ 1450

1222 Davis Rd. Durant, OK 74701 (580) 924-3416 Fax: (580) 924-3956

APPLICATION AND CERTIFICATION FOR PAYMENT (SUMMARY SHEET) 797338741

Invoice: 312478695

To: PITTSBURG COUNTY SHERIFFS OFFICE
 CONTRACT NAME: PITTSBURG COUNTY JAIL

From: Trane
 305 HUDIBURG CIRCLE
 OKLAHOMA CITY, OK 73108
 CONTRACT LOCATION: 115 E CARL ALBERT PARKWAY
 MCALESTER, OK 74501

APPLICATION NO: 02
 APPLICATION DATE: 16-MAR-2022
 PERIOD TO: 31-MAR-2022
 CUST PO NO: Signed Proposal

CONTRACT DATE: 27-DEC-2021
 CONTRACT NO: CID00097752

APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1 ORIGINAL CONTRACT SUM:	\$280,629.00
2 NET CHANGE BY CHANGE ORDERS:	\$0.00
3 CONTRACT SUM TO DATE (Line 1 +/- 2)	\$280,629.00
4 TOTAL COMPLETED & STORED TO DATE: (Column G on Detail Sheet)	\$22,215.00
5 RETAINAGE:	
a. 0.00% of Completed Work: (Columns D + E on Detail Sheet)	\$0.00
b. 0.00% of Stored Material: (Column F on Detail Sheet)	\$0.00
Total Retainage: (Line 5a+5b or Total in Column I of Detail Sheet)	\$0.00
6 TOTAL EARNED LESS RETAINAGE: (Line 4 less Line 5 Total)	\$22,215.00
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT:	\$4,235.00
8 CURRENT PAYMENT DUE: (Before Applicable Sales Taxes)	\$17,980.00
9 BALANCE TO FINISH, INCLUDING RETAINAGE: (Line 3 less line 6)	\$258,414.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS:	\$0.00	

The undersigned Company Certifies that to the best of the Company's knowledge, information and belief, the work covered by this Application For Payment has been completed in accordance with the Contract Documents, and that current payment shown herein is now due

COMPANY: Trane
 BY: _____ Date: _____

State of:
 County of

Subscribed and sworn to before

Me this _____ day of _____

My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the undersigned company Certifies that to the best of their knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the company indicated above is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$17,980.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Detail Sheet that are changed to conform to the amount certified.)

CERTIFIER:
 BY: _____ Date: _____

ACCEPTANCE:
 BY:  _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the company named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the party under this Contract.

DETAIL SHEET

797338741

Invoice: 312478695

APPLICATION AND CERTIFICATE FOR PAYMENT,
Containing Certification is attached

APPLICATION NO: 02
APPLICATION DATE: 16-MAR-2022
PERIOD TO: 31-MAR-2022

CUST PO NO: Signed Proposal
CONTRACT DATE: 27-DEC-2021
CONTRACT NO: CID00097752

A No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D +E)	THIS PERIOD		% (G/C)			
1	HVAC	141,000.00	0.00	0.00	0.00	0.00	0.00%	141,000.00	0.00
2	Engineering a Submittals	7,955.00	0.00	2,270.00	0.00	2,270.00	28.54%	5,685.00	0.00
3	Controls Installation Labor	79,024.00	0.00	1,030.00	0.00	1,030.00	1.30%	77,994.00	0.00
4	Controls Material	52,650.00	4,235.00	14,680.00	0.00	18,915.00	35.93%	33,735.00	0.00
TOTAL		280,629.00	4,235.00	17,980.00	0.00	22,215.00	7.92%	258,414.00	0.00



TRANE®

Trane U.S. Inc.
3600 Pammel Creek Road
La Crosse, WI 54601-7599
United States

Invoice

Invoice Number	312478695
Invoice Date	16-MAR-2022
Customer No.	726304
Reference No.	L250148
Internal Account	4158426
Payment Terms	.5%10 NET30
Payment Due Date	15-Apr-2022
Discount Date	26-Mar-2022

For questions please contact:

Oklahoma City TCS SO, OK
Tel: 405-943-6600
Fax: 405-789-5681

Remit Payment To

Trane U.S. Inc.
P. O. Box 845053
DALLAS, TX 75284-5053

Bill To

PITTSBURG COUNTY SHERIFFS OFFICE
115 E CARL ALBERT PARKWAY
MCALESTER, OK 74501
UNITED STATES

Customer Tax ID	
Inco Terms	
Supply Location	Oklahoma City TCS SO, OK
Shipping Method	
Tracking No.	
Freight Terms	
Bill of Lading	

Sold To

PITTSBURG COUNTY SHERIFFS OFFI
115 E CARL ALBERT PARKWAY
MCALESTER, OK 74501
UNITED STATES

Ship To

115 E CARL ALBERT PARKWAY
MCALESTER, OK 74501

<https://www.tranetechnologies.com/customer>

CERTifyTax - for submittal of tax exemption certificates.

iReceivables - access invoice copies, account balances & make payments.

797338741

Tax/GST ID: 25-0900465	State Tax: 0.00 0.0000%	County Tax: 0.00 0.0000%	City Tax: 0.00 0.0000%	District Tax: 0.00 0.0000%
PST/QST ID:	OK	PITTSBURG	MCALESTER	

Currency	Subtotal	Special Charges	Tax	Freight	Total
USD	17980.00	0.00	0.00	0.00	17980.00

Special Instructions	Pittsburg County Jail
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Contract No.	Contract Date	Ship Date	Purchase Order
CID00097752	27-DEC-2021	31-MAR-2022	Signed Proposal

Application No. 02 for work completed thru 31-MAR-2022

- | | | | |
|---------------------------------|--------------|--|--------------|
| 1. ORIGINAL CONTRACT SUM: | \$280,629.00 | 4. TOTAL COMPLETED & STORED TO DATE: | \$22,215.00 |
| 2. NET CHANGE BY CHANGE ORDERS: | \$0.00 | a. Percentage Completed: | <u>7.92%</u> |
| 3. CONTRACT SUM TO DATE: | \$280,629.00 | 5. RETAINAGE: | |
| | | a. <u>0.00%</u> of Completed Work: | \$0.00 |
| | | b. <u>0.00%</u> of Stored Material: | \$0.00 |
| | | Total Retainage: | \$0.00 |
| | | 6. TOTAL EARNED LESS RETAINAGE: | \$22,215.00 |
| | | 7. LESS PREVIOUS REQUESTS FOR PAYMENT: | \$4,235.00 |

- | | |
|---|--------------------|
| 8. CURRENT PROJECT PAYMENT DUE: | \$17,980.00 |
| (Before Applicable Sales Taxes) | |
| 9. Applicable Sales Taxes: | \$0.00 |
| 10. Amount Due This Requisition: | \$17,980.00 |
| Currency: USD | |

Sections Included: Summary Sheet and Detail Sheet(s)

PLEASE REFERENCE NUMBER 312478695 WITH YOUR PAYMENT

**Oklahoma Department of Transportation
and
Board of County Commissioners of Pittsburg County
Inmate Public Works Project – On State Highway System**

This contract is entered into between the Oklahoma Department of Transportation (hereinafter DEPARTMENT) and the Board of County Commissioners of Pittsburg County (hereinafter COUNTY) to provide county jail inmates for work on the state highway system in Pittsburg County as ordered by the Department, in accordance with 69 O.S. Sec. 613.

SECTION 1. Purpose of Contract

The purpose of this contract is to provide the DEPARTMENT with an appropriate number of county jail inmates (inmates) and Deputy Sheriff supervision (supervisor) to provide highway maintenance services in the county.

The parties agree and understand that the inmates shall not displace any employees of the DEPARTMENT, nor shall they reduce the employment opportunities of any citizen eligible and qualified.

SECTION 2. Scope of the Contract

- A. The parties agree that the purpose of this contract generally affects the public good of the inhabitants of the State and is in aid of exercising a government function. The DEPARTMENT agrees to use inmates to assigned public works project(s) on public property only. The inmates shall be utilized as a group for this purpose and not as individuals. A minimum of five inmates shall be used.
- B. The DEPARTMENT shall also provide work orders, job qualifications, duties and assignments, any training to the inmates and shall provide a reasonably safe working environment for the work being performed. The DEPARTMENT shall furnish all materials and tools necessary for the public works project.
- C. The DEPARTMENT shall not use the inmates to provide personal services for private benefit, nor to supervise other inmates or prisoners. Except for untagged construction and maintenance equipment, the DEPARTMENT shall not allow inmates to operate any motor vehicles or automobiles upon roadways. The COUNTY may conduct unscheduled periodic visits to the public works project sites to monitor the inmates and verify contract compliance.

SECTION 3. Compensation

The DEPARTMENT agrees to pay the COUNTY the agreed-upon base cost upon receipt of a valid monthly invoice within 45 days. The base cost will include the wage of \$30.00 an hour for each supervisor required to provide appropriate inmate supervision. Compensation for services

rendered under this contract will be the hourly rate, plus mileage reimbursement, by calculating the distance from the county facility to the site location, all mileage driven at the site location(s) for services provided and return to the county facility. The mileage reimbursement rate will be \$0.47 per mile.

The annual total not to exceed amount of this contract is \$125,000 (one hundred twenty-five thousand dollars).

Pursuant to 69 O.S. Sec. 615, inmates that perform roadwork in a satisfactory manner shall be entitled to two (2) days credit on his/her time in jail for each day consisting of eight (8) hours of roadwork performed by the inmate, and he/she shall be recorded as having served two (2) days in the jail on his/her judgment and sentence.

SECTION 4. Responsibility of the DEPARTMENT

- A. The DEPARTMENT agrees to comply with and make count procedures and with the monitoring of the inmates' whereabouts. The DEPARTMENT shall immediately notify the supervisor or COUNTY of any inmate that is missing and believed to have escaped. The DEPARTMENT shall immediately report any other serious rule infraction(s). Failure to return to the facility shall be deemed an escape and subject to penalty provided by law. The COUNTY shall have the ultimate responsibility for the security of the inmates. When outside the facility on assigned work detail, the supervisor will have visual contact with the inmates once every hour, and the inmate(s) will not leave the defined work area without approval of the supervisor.
- B. No inmate so assigned shall be considered as an employee of the DEPARTMENT, nor shall any such inmate be covered by any of the provisions of the Employment Security Act (40 O.S. Sec. 1-101, et seq.), or be entitled to any benefits thereunder, whether on behalf of himself/herself, or that of any other person.
- C. The DEPARTMENT, unless otherwise agreed, shall provide work shifts of no longer than eight (8) working hours and to utilize inmates for no more than eight (8) hours per shift. The normal working hours shall be eight (8) hours between 0700 and 1800 hours, Monday through Friday. Weekend or night shifts are not prohibited by this contract and may be utilized under the same terms and conditions of this contract. Any additional or modified work shifts required shall be approved by the COUNTY and attached as an addendum.
- D. The DEPARTMENT will not allow any inmate to operate or use any type of equipment unless and until the DEPARTMENT has fully trained the inmate in the proper and safe use of the equipment and has documented evidence to support said training. Under no circumstances will the DEPARTMENT allow any inmate to operate any equipment which has had the manufacturer's safety device modified or removed, nor allow any inmate to operate any dangerous or unsafe equipment. Inmates will not be allowed to operate motor vehicles at any time.

SECTION 5. Responsibility of the COUNTY

- A. The County Sheriff or his designee shall, at all times during the term of this contract, have full jurisdiction and authority over the discipline and control of the inmates performing work on the public works project. Unsatisfactory job performance shall be documented and reported to the COUNTY for discipline which may include removal and forfeiture of any earned credit.
- B. The inmates, while assigned to the public works projects, shall for the purpose of punishment for escape, be deemed to be on a trusty status and shall be under the custody and control of the Sheriff in accordance with 57 O.S. Sec 1, et seq.
- C. The COUNTY shall select and assign qualified inmates to work for the DEPARTMENT. The inmates will be assigned to the public works projects, shall be exempt from the provision of the Administrative Worker's Compensation Act (85A O.S. Sec 1, et seq).
- D. The COUNTY shall be responsible for providing and for the cost of medical needs of the inmates, including emergencies, while assigned to the public works projects.
- E. The COUNTY shall, unless otherwise agreed, provide the transportation to and from the worksite of the inmates assigned to the public works project.
- F. The COUNTY shall provide lunches to the inmates.

SECTION 6. Contract Term

The term of this contract shall begin on July 1, 2022, for a period of twelve (12) months, ending on June 30, 2023.

This contract may be extended by mutual agreement of the parties. Any extension may have additional terms, shall incorporate the terms of this contract and shall be executed with the same formalities.

SECTION 7. Termination

This contract may be terminated upon thirty (30) days written notice by either the DEPARTMENT or the COUNTY without fault. In the event of such termination, the COUNTY shall be entitled to compensation only to the reasonable value of services rendered prior to the termination.

SECTION 8. Dispute Resolution

In the event of any dispute related to this contract, the parties shall consult with each other in good faith, recognize their mutual interests, and effect a just and equitable solution satisfactory to both sides.

SECTION 9. Governing Law

The parties hereto have entered into this contract in the State of Oklahoma. This contract and any subsequent amendments shall be constructed and enforced in accordance with the laws of the State of Oklahoma. Venue for any action, claim, and dispute of litigations, mediation or arbitration shall be in Oklahoma County, State of Oklahoma.

SECTION 10. Amendment or Modification of Contract

No changes, revisions, amendments or alterations in the manner, scope, type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by both parties with the same formalities as are observed in the execution of this contract.

SECTION 11. Limitation of Liability

The DEPARTMENT and the COUNTY mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. Sec. 151, et seq.). The DEPARTMENT and COUNTY hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, and any nature whatsoever, paying for the damages or otherwise, arising from any negligent act or omission of any of its respective employees, agents or officers which may occur during the prosecution or performance of this contract to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Act and any judgment which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or expectation which may be provided by the Governmental Tort Claims Act.

SECTION 12. Notices

All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to this contract shall be in writing and shall be deemed to have been properly given or sent:

- A. If intended for the department, by mailing by first class mail or, if sender prefers, by registered or certified mail return receipt requested, with postage prepaid, addressed to:
Oklahoma Department of Transportation
Field Division II
Attention: Anthony Echelle
Post Office Drawer 628
Antlers, OK 74523

B. If intended for the county, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to:
The Pittsburg County Sheriff
Attention: Chris Morris
1210 N. West Street
McAlester, OK 74578

SECTION 13. Severability

If any provisions, causes, or paragraphs of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this contract which are not affected by the determination. The provisions, clauses, or paragraphs and any documents incorporated by reference are declared severable.

SECTION 14. Effective Date

This contract shall become effective on the date of execution by the Oklahoma Department of Transportation Chief Engineer for the time period identified in Section 6 of this contract.

IN WITNESS WHEREOF, the parties hereto have duly executed this contract:

COUNTY:



Sheriff, Pittsburg County



Chairman, Board of County Commissioners



Member, Board of County Commissioners



Member, Board of County Commissioners

Approved as to Form & Legality:

County District Attorney, Pittsburg County



County Clerk

(SEAL)



DEPARTMENT

Anthony Echelle, Division Engineer

Shawn Davis, Director of Operations

Approved as to Form & Legality:

Approved:

David Miley, Assistant General Counsel

Brian Taylor, Chief Engineer



March 9, 2022

Michelle Fields
Pittsburg County Assessor
115 E Carl Albert Parkway Room 101
McAlester, OK 74501

Dear Michelle,

The past year provided me time to not only reflect on myself as an individual, but also upon DataScout's business operations and client relation initiatives. Like many of you, we were forced to navigate the pandemic with a remote workforce. That experience exposed some operational hurdles, but also led to new, and sometimes better, ways of doing business. I believe our team has excelled in adapting to the new professional normal, but we can always continually improve our services, support, and communication with our clients. Rather than provide you with a list of everything we have accomplished this past year, I would like to take this opportunity to ask of you, 'How did we do over the past 18 months?' and 'What can we do to better serve your office at this time?'

Please email me directly at cscott@datascoutpro.com with your thoughts and ideas. In the past, I was often able to sit down with you in your office and ask you these questions in person. Unfortunately, travel constraints over the past 18 months have significantly limited my ability to maintain that close contact. As I can make my rounds again, I hope to be able to visit you in person soon. That personal connection with our clients is something in which we take great pride.

All pricing for DataScout services and product licenses will remain the same for your fiscal year starting July 1, 2022 except for DataScout OneMap. As you all may be aware, the cost of goods and doing business has been rising across all sectors and industries and has accelerated as the COVID-19 pandemic continues, supply chains remain disrupted, and fears of inflation increase. DataScout is not insulated from these economic trends. To continue to provide our dedicated services and software, price increases sometimes must happen. We do have an option for current clients with a DataScout OneMap license to retain current pricing, as explained in the attached announcement.

To assist you in your budgeting process, enclosed you will find our 2022 Fee Schedule. It lists license and support fees for each of the services to which you currently subscribe. If you have questions regarding the Fee Schedule, feel free to contact me or any member of our support staff at support@datascoutpro.com or 479-521-5607 x 2.

It has truly been a pleasure to have the opportunity to serve you, and we look forward to doing so again in 2022!

Sincerely,



Cory Scott - Chief Operations Officer



ANNOUNCEMENT

DataScout OneMap™ **'Rate increase'**

Release: March 16, 2022

Effective June 1, 2022, all DataScout OneMap™ local government licensed extensions in Oklahoma will receive a 10% rate increase. The price increase was effective as of December 1, 2021 for Arkansas and Louisiana licensed extensions. DataScout OneMap™ has not experienced a rate increase since 2015 when we re-branded the 'DataScout map viewer' as DataScout OneMap™. There has been a substantial increase in the economic cost of doing business over the past seven years. Along with annual general inflation as outlined by the Consumer Price Index, uncontrollable bottom-line expenses such as wages, cyber insurance, health insurance, rent, utilities, and general goods have steadily risen, most dramatically over the most recent two years.

As we have stated before in announcements concerning pricing increases, we spend significant resources in staff time and efforts, as well as funds to increase our efficiencies in order to maintain lower service fees for clients. In addition to the efficiency gains, we have listened to our clients and increased functionality across all extensions with several new version releases for DataScout OneMap™ extensions since 2015. Unfortunately, service fees must go up over time so that we may maintain our ability to provide unparalleled service, reliability as a service provider, and continue to improve both our software and our services.

Customers who are currently in a multi-year contract will not see an increase in their rates until the expiration of their contract term, which is a benefit for the multi-year contracts. Customers in an annual or auto-renewal contract should expect to see the new rates applied beginning July 2022.

Interested in Maintaining the Current Rate?

We do have some good news. DataScout is providing DataScout OneMap™ license holders a one-time offer. If you choose to extend your contract for an additional 4-year term prior to June 1, 2022, then you will be able to maintain the current rates over that term period providing your county annual savings. Enclosed is a contract Addendum with a term extension should you desire to take advantage of this offer. If we do not receive an executed contract or correspondence from your office, we will assume that you have elected not to extend the term of the agreement. Increased rates will be applied to your invoice upon annual license renewal.

We appreciate your understanding of the need for this price increase, and we greatly thank for your business. If you would like to speak with our staff about extending your contract at current rates, or you would like to enter into a multi-year contract to lock in current pricing, then please do not hesitate to contact us at support@datascoutpro.com or by calling 479-521-5607 x 2.



ANNOUNCEMENT

DataScout OneMap™

‘Separation of Addressing & Emergency Management extension’

Release: March 16, 2022

Effective December 1, 2021, DataScout will deprecate the currently combined Addressing & Emergency Management extension and split it into two separate licensed extensions: (1) Addressing and (2) Emergency Management.

One of the major draws of DataScout OneMap™ versus other mapping applications on the market is the streamlined approach to relative functionality. The other draw is our dedicated support and rapid response. DataScout OneMap™ provides your office with tools tailored to your usage requirements versus bloated functionality with tools you may never need or use. Since the Addressing and Emergency Management extension release, we added significant functionality based on user request. Some of this functionality has confused users that do not need it for their workflow, or simply do not apply to their office. Rather than significantly increase the price based on the increased functionality to satisfy two different groups of users, we decided to split the extensions to help save money on fees for those who only need the addressing tools or those who only need the emergency management tools. Those who need both sets of tools may always purchase both extensions.

Customers who are currently in a multi-year contract will not see an increase in their rates or additional costs for the separation of the extensions until the expiration of the contract term, which is a benefit for the multi-year contracts. Customers in an annual or auto-renewal contract should expect to see the new rates for the additional extension applied beginning January 2022.

Any client who elects to extend their license for an additional 4-year term will be ‘grandfathered’ in through that term so that you may continue to save on annual fees for another four years. Executing the enclosed Addendum will allow you to operate both the Addressing and Emergency Management extensions for the same price you are currently paying and delay payment for both extensions individually until the end of the new term.

Pittsburg County, OK

Fee Schedule: Fiscal Year 07/01/22 – 06/30/23

For Currently Utilized Licenses, Support and Services

DataScout OneMap™ - Tier 3 \$ 13,230.00

- Assessor Extension \$ 3,745.00

\$ 4,644.50 License, Maintenance and Support

(\$ 399.50) Credit to offset 2022 price increase*

(\$ 250.00) Multiple Extension Credit

(\$ 250.00) Annual Credit with 4-year Contract
- Addressing Extension \$ 1,185.63

\$ 4,094.50 License, Maintenance and Support

(\$ 349.50) Credit to offset 2022 price increase*

(\$ 561.87) Multiple Extension Credit

(\$1,747.50) Credit to match current AEM contract**

(\$ 250.00) Annual Credit with 4-year Contract
- Emergency Management Extension \$ 1,185.62

\$ 4,094.50 License, Maintenance and Support

(\$ 349.50) Credit to offset 2022 price increase*

(\$ 561.88) Multiple Extension Credit

(\$1,747.50) Credit to match current AEM contract**

(\$ 250.00) Annual Credit with 4-year Contract
- Law Extension \$ 2,371.25

\$ 4369.50 License, Maintenance and Support

(\$ 374.50) Credit to offset 2022 price increase*

(\$1,373.75) Multiple Extension Credit

(\$ 250.00) Annual Credit with 4-year Contract
- Road and Bridge Extension \$ 2,371.25

\$ 4369.50 License, Maintenance and Support

(\$ 374.50) Credit to offset 2022 price increase*

(\$1,373.75) Multiple Extension Credit

(\$ 250.00) Annual Credit with 4-year Contract
- Voting Extension \$ 2,371.25

\$ 4,369.50 License, Maintenance and Support

(\$ 374.50) Credit to offset 2022 price increase*

(\$1,373.75) Multiple Extension Credit

(\$ 250.00) Annual Credit with 4-year Contract

*Credit provided for multi-year contracts with start dates prior to June 1, 2022.

**Beginning in 2022 the Addressing and Emergency Management (AEM) Extension has been split into separate extensions. This credit makes the cost of both extensions equivalent to the single AEM extension

FY 2022-2023 Total Fees: \$ 13,230.00

This county-wide contract will be invoiced to the Pittsburg County Commissioners.

Available DataScout, LLC Offerings Not Currently Subscribed

- General Maintenance Call for Pricing

If you have mapping work you would like to complete, but do not have the staff, time or expertise to do so then General Maintenance might be for you. Parcels, Road Centerlines, Address Points, Voting Districts, Land Use, Road Work, etc. No matter the mapping work needed we have experienced and dedicated staff members ready to assist. All work is done in a timely manner and audit reports of completed work are sent to the client on a monthly basis.
- Custom Website: Front Page Call for Pricing

This is not an invoice



DataScout, LLC

Data. Delivered.

**ADDENDUM TO
WORKING AND PRICING ORDER**

This **Addendum** to the current **'Working And Pricing Order'** (hereinafter **"WAPO"**) is entered into on April 1, 2021 (**"Addendum Effective Date"**) by and between **DataScout, LLC ("DataScout")** an Arkansas corporation located at 38 W. Trenton Blvd. Ste 101, Fayetteville, AR 72701, and **Pittsburg County, Oklahoma and all elected or appointed officials or offices of or in Pittsburg County, Oklahoma that are signatories below to this Agreement ("Customer")** located at 115 E Carl Albert Parkway Room 101, McAlester OK 74501.

WHEREAS, DataScout and Customer agree that this Addendum shall be a part of and subject to the **Master Services and/or License Agreement (hereinafter "MSA")** and to the **WAPO** entered into by and between the parties on January 1, 2021, with the exception of the following modified sections as set forth below:

1. Term. Subject to earlier termination as provided herein, the extended term of this WAPO shall begin on July 1, 2024 and shall automatically renew for three (3) consecutive years beginning on July 1 of each subsequent year and ending on June 30, 2028. The parties agree that unless Customer provides written notice to DataScout at least thirty (30) days prior to the end of the four-year (4) term stated above, this WAPO shall automatically renew for additional one-year terms until Customer provides written notice to DataScout at least thirty (30) days prior to the end of the then current term.

7. Pricing.

Extension: Assessor, Tier 3

License Fee.....	\$4,644.50 (Annual Fee)
Extra 20 GB Storage option (50 GB included).....	\$ <u>N/A</u>
Plus Access service package.....	\$ _____
Premier Access service package.....	\$ _____
Special Credit.....	\$ (399.50)
Multiple Extension Credit.....	\$ (250.00)
Multiple Year Agreement Credit.....	\$ (250.00)
<u>TOTAL NET ANNUAL CUSTOMER FEE>>>>></u>	<u>\$ 3,745.00</u>

Extension: Addressing, Tier 3

License Fee.....	\$ 4,094.50 (Annual Fee)
Extra 20 GB Storage option (50 GB included).....	\$ <u>N/A</u>
Special Cedit.....	\$ (349.50)
Multiple Extension Credit.....	\$ (561.87)
Split Extension Credit.....	\$ (1,747.50)
Multiple Year Agreement Credit.....	\$ (250.00)
<u>TOTAL NET ANNUAL CUSTOMER FEE>>>>>>.....</u>	<u>\$ 1,185.63</u>

Extension: Emergency Management, Tier 3

License Fee.....	\$ 4,094.50 (Annual Fee)
Extra 20 GB Storage option (50 GB included).....	\$ <u>N/A</u>
Special Cedit.....	\$ (349.50)
Multiple Extension Credit.....	\$ (561.88)
Split Extension Credit.....	\$ (1,747.50)
Multiple Year Agreement Credit.....	\$ (250.00)
<u>TOTAL NET ANNUAL CUSTOMER FEE>>>>>>.....</u>	<u>\$ 1,185.62</u>

Extension: Law, Tier 3

License Fee.....	\$ 4,369.50 (Annual Fee)
Extra 20 GB Storage option (50 GB included).....	\$ <u>N/A</u>
Special Cedit.....	\$ (374.50)
Multiple Extension Discount.....	\$ (1,373.75)
Multiple Year Agreement Credit.....	\$ (250.00)
<u>TOTAL NET ANNUAL CUSTOMER FEE>>>>>>.....</u>	<u>\$ 2,371.25</u>

Extension: Road & Bridge, Tier 3

License Fee.....	\$ 4,369.50 (Annual Fee)
Extra 20 GB Storage option (50 GB included).....	\$ <u>N/A</u>
Special Cedit.....	\$ (374.50)
Multiple Extension Discount.....	\$ (1,373.75)
Multiple Year Agreement Credit.....	\$ (250.00)
<u>TOTAL NET ANNUAL CUSTOMER FEE>>>>>>.....</u>	<u>\$ 2,371.25</u>

Extension: Voting, Tier 3

License Fee.....	\$ 4,369.50 (Annual Fee)
Extra 20 GB Storage option (50 GB included).....	\$ <u>N/A</u>
Special Cedit.....	\$ (374.50)
Multiple Extension Discount.....	\$ (1,373.75)
Multiple Year Agreement Credit.....	\$ (250.00)
<u>TOTAL NET ANNUAL CUSTOMER FEE>>>>>>.....</u>	<u>\$ 2,371.25</u>

WHEREAS, DataScout and Customer further agree that with the exception of the above substituted, amended, or revised WAPO sections, the remainder of the MSA and the WAPO entered into by and between the parties on January 1, 2021 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed by their duly authorized representatives, effective the date first above written.

County Assessor's Office

By: _____

Name: Michelle Fields

Title: Pittsburg County Assessor

DataScout, LLC

By: 

Name: Cory Scott

Title: Chief Operations Officer

County, County Clerk's Office

By: _____

Name: Hope Trammell

Title: Pittsburg County, County Clerk

County Sheriff's Office

By: _____

Name: Chris Morris

Title: Pittsburg County Sheriff

County Emergency Management's Office

By: _____

Name: Kevin Enloe

Title: _____

Pittsburg County Commissioners

County Commissioner _____ Date: _____

County Commissioner _____ Date: _____

County Commissioner _____ Date: _____

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, STATE OF OKLAHOMA

PETITION

COMES NOW, the undersigned, all being free holders residing in Pittsburg County, State of Oklahoma and residing within the area of the requested relief, hereby Petition to the Board of County Commissioners for Pittsburg County, for the following relief:

1. This Petition is made pursuant to 69 Okla. State Ann. §646(A)(1-5) et seq.
2. That this Petition is requesting that the Board of County Commissioners to establish and open/close a public road along the Baker Ave of the section line road separating Sections _____ and _____, Township _____ North, Range _____ East. *Between lots 23-26 and 17-22, Block 1 Souver Haven*
3. That there is presently a county road that traverses down the Baker Ave of the section line separating Sections _____ and _____, Township _____ North, Range _____ East. *Between the aforementioned lots.*
4. In support of which your petitioners represent and show that there is (is not) a public necessity for such road, and that the undersigned constitute resident freeholders of said Township _____ North, Range _____ East, Pittsburg County, Oklahoma. *SOVER HAVEN ADDITION*

WHEREFORE, premises considered, the petitioners hereby pray this Honorable Board of County Commissioners accept this Petition and open/close the section line road as set forth in this Petition.

Dated this _____ day of _____, 20_____.

Property Owner:

Description of Property Owned:

Cheryl Crandell
Rawn Crandell
Randy Crandell
Jim Crandell

Stephanie Barnett
Brooklyn Williams
[Signature]
Kelly

PETITION - PAGE 2

Musta O'Keefe
Todd Mox
Kelli Jenkins
[Signature]
Jebbe B. [Signature]

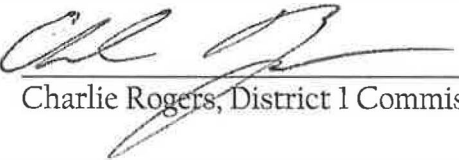
PUBLIC HEARING NOTICE

The purpose of this public hearing is to enable comments on the closing of a platted road, described as follows:

Baker Avenue, between lots 23-26 and 17-22, Block 1, Sooner Haven Addition

The public hearing will provide a clear explanation of the probably impacts on the community and residents. More specific details will be provided at the public hearing which will be held in the Pittsburg County Commissioners Conference Room, Pittsburg County Courthouse, 115 E. Carl Albert Parkway, McAlester, Oklahoma, during a regular meeting of the Pittsburg County Commissioners on Monday, April 25, 2022 at 10:00 A.M.

Dated this 28th day of March, 2022

Certified by 
Charlie Rogers, District 1 Commissioner

Part 1

SUBCONTRACT

Contract Title: Rural Economic Action Plan Funds

Subcontract Number: **2022 REAP Fund K6029-22**

Contracting Agency: Oklahoma Department of Commerce
Contractor: Kiamichi Economic Development District of OK (KEDDO)

Subcontractors: Pittsburg County/ Indianola VFD

Subcontractor Address: 115 E. Carl Albert Pkwy., Suite 100
McAlester, OK 74501

Subcontractor Telephone: 918-423-1338

Description of Project: Purchase (24) new corded fire hoses that will be 2.5 inches in diameter and 50 foot in length.

Amount: **\$4,870.80**

Source: House Bill 2900 of the 1st Session of the 58th Oklahoma Legislature (2021)

Funding Period: July 1, 2021 through June 30, 2022
Requisition Period: **March 1, 2022 through May 15, 2023**

Submit Requisitions to: Issue Payment to:

KEDDO Pittsburg County
1002 Highway 2 North 115 E. Carl Albert Pkwy., Suite 100
Wilburton, OK 74578 McAlester, OK 74501

Agreement Components: Part I-Summary and Signatures
Part II-Terms and Conditions

SIGNATURES-EXECUTION OF SUBCONTRACT

KEDDO

SUBCONTRACTOR



Signature



Signature

Kim Rose, Executive Director
Typed or Printed Name and Title

Kevin Smith, Chairman, Board
Typed or Printed Name and Title

3/1/2022
Date

3/28/2022
Date

PART II - TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

- A. Payments pursuant to the contract are to be made only from monies made available to KEDDO through the Oklahoma Department of Commerce of the State of Oklahoma for the REAP program. Notwithstanding any other provisions, payments to the Contractor and Subcontractor by the Oklahoma Department of Commerce of the State of Oklahoma are subject to the availability of such funds, as determined by State action and/or law. The Oklahoma Department of Commerce of the State of Oklahoma may take any action necessary in accordance with such determination.
- B. All projects shall be started by **July 1, 2022**. Projects not under construction by **September 1, 2022** are subject to be defunded with funds being awarded to alternate projects. Projects shall be closed out by **May 15, 2023**.

2. MODIFICATION (AMENDMENT)

- A. This contract is subject to such modification as may be required by State law. Any such modification may be done unilaterally by the Oklahoma Department of Commerce of the State of Oklahoma.
- B. Except as otherwise provided in this contract, the work and services to be preformed and the total subcontract amount may be modified only upon written agreement of the duly-authorized representatives of both parties.
- C. Revisions to this subcontract must be approved in writing in advance by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.
- D. A waiver by the Oklahoma Department of Commerce of the State of Oklahoma of any provision of this contract must be recommended by KEDDO and in writing and signed by the Oklahoma Department of Commerce of the State of Oklahoma.

3. THE KIAMICHI ECONOMIC DEVELOPMENT DISTRICT OF OKLAHOMA

The Kiamichi Economic Development District of Oklahoma will provide funding for the project up to the total subcontract amount.

4. SUBCONTRACTOR

- A. The Subcontractor will provide the necessary personnel, facilities, supplies, equipment and/or related resources and skills to accomplish this project in accordance with the terms and conditions of this subcontract. The Subcontractor agrees to perform those duties, obligations and representations contained in this contract and all amendments thereto submitted to and accepted by the Oklahoma Department of Commerce of the State of Oklahoma and KEDDO.
- B. All of the work and services required shall be performed by the Subcontractor, or be performed under the Subcontractor's supervision, and all personnel engaged therein must be fully qualified and authorized under State and local law to perform such work and services.
- C. None of the work and services covered by this subcontract may be subcontracted without prior written approval of KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.

- D. In no event will this subcontract incur obligation on the part of the Oklahoma Department of Commerce of the State of Oklahoma or KEDDO beyond that stated in section 3, above.

5. EMPLOYEE BENEFITS

The Subcontractor shall have full responsibility for payment of Worker's Compensation insurance, unemployment insurance, social security, state and federal income taxes, and any other deductions required by law for their employees.

6. CERTIFICATIONS BY SUBCONTRACTOR

- A. The Subcontractor expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all State statutes and other legal authority. The Subcontractor recognizes that it is responsible for assuring financial programmatic compliance to KEDDO.
- B. The Subcontractor specifically certifies and assures that:
1. It will adhere to State regulations pertaining to non-discrimination.
 2. It will maintain fiscal controls and accounting procedures adequate to ensure the proper disbursement and accounting for all funds received pursuant to this program.

7. HOLD HARMLESS CLAUSE

The Subcontractor shall, within limitations placed on such entities by State law, save harmless KEDDO and the State of Oklahoma, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damages sustained by any person or property in consequence of any act or omission by the Subcontractor. The Subcontractor shall, within limitations placed on such entities by State law, save harmless KEDDO and the State of Oklahoma, its agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation law or any other law.

8. POLITICAL ACTIVITY

- A. No portion of the subcontract funds may be used for any political activity or to further the election or defeat of any candidate for public office.
- B. No portion of the subcontract funds may be used for lobbying activities.

9. PAYMENTS TO COMPANIES

- A. No subcontract funds may be paid to any corporation, limited liability company, partnership, proprietor or other private entity except for services to be provided pursuant to an approved project.
- A. No subcontract funds may be loaned to any corporation, limited liability company, partnership, proprietor or other legal entity.

10. NO-CONFLICT COVENANT

The Subcontractor covenants that no members or employees of any governing board of the Subcontractor have any personal or financial interest, direct or indirect, and that none shall acquire any such interest, that would conflict with the full and complete execution of this contract. The Subcontractor further covenants that in the performance of this contract, no person having any such interest will be employed by the Subcontractor.

11. COMPENSATION TO CONTRACTOR

- A. Funds made available pursuant under this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma. No subcontract funds shall be used for expenses incurred either prior to or after the time period specified. Subcontract funds shall not be used for any purpose other than those approved and agreed to by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.
- B. The funds provided under this subcontract shall not be used to pay any administrative expenses of the entity requesting the funds or any expenses of Subcontractor in preparation for this project. This provision shall not apply to funds provided pursuant to 62 O.S. 2009 § 2011 (c) (Section 11.C. of House Bill 1434, 45th Legislature, Second Regular Session, 1996, effective July 1, 1996. Amended by Laws 1997, c. 236, § 3, eff. July 1, 1997; Laws 1998, c. 373, § 6, eff. July 1, 1998; Laws 2008, c. 392, § 4, emerg. eff. June 3, 2008, et seq.).

12. TRAVEL AND PER DIEM

No travel-related costs, including per diem, shall be paid from these funds.

13. PROCUREMENT

Procurement of goods and services and the management and disposition of personal property acquired with subcontract funds shall be governed by the principles of the Oklahoma Central Purchasing Act, 74 O.S. 85.1, et. seq.

14. RECORDS, REPORTS, DOCUMENTATION

- A. The Subcontractor shall maintain records and accounts, including property, personnel and financial records, that properly document and account for all project funds. Some specific types and forms of records may be required by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.
- B. The Subcontractor shall furnish KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma with narrative reports and financial reports related to this contract in the forms and at such times as may be required by the Oklahoma Department of Commerce of the State of Oklahoma.
- C. The Subcontractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least five (5) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later, or as otherwise required by law. The Subcontractor shall, as the Oklahoma Department of Commerce of the State of Oklahoma deems necessary, permit authorized representatives of the Oklahoma Department of Commerce of the State of Oklahoma, Kiamichi Economic Development District of Oklahoma (KEDDO), and the State of Oklahoma to have full access to and the right to fully examine all such materials.

15. CLOSING OUT OF PERIOD FUNDED

- A. The Subcontractor shall promptly return to the Rural Economic Action Plan any funds received under this contract that are not obligated as of the final date of the period funded. Funds shall be considered obligated only

if goods and services have been received or a binding contract for such has been executed as of the final date of the period funded.

- C. The Subcontractor shall submit closeout documents no later than sixty (60) days after the final date of the period funded. Said closeout documents shall be accompanied by the Final Expenditure Report.
- D. When actual expenditures total less than the subcontract amount, the subcontract shall automatically be deobligated to the actual expenditures as shown in the closeout documents and such excess funds shall be promptly returned to the Rural Economic Action Plan fund.

16. INTERPRETATION REMEDIES

- A. In the event the parties fail to agree on changes or interpretation of this contract, the decision of the Oklahoma Department of Commerce of the State of Oklahoma shall prevail.
- B. In the event of any disagreement between the Subcontractor and KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma relating to the technical competence of the work and services being performed and its conformity to the requirements of this contract, the decision of the Oklahoma Department of Commerce of the State of Oklahoma shall prevail.
- C. Neither forbearance nor payment by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma shall be construed to constitute waiver of any remedies for any default or breach by the Subcontractor that exists or occurs later.

17. TERMINATION OR SUSPENSION

- A. This Subcontract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- B. This subcontract may be terminated or suspended by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma, in whole or in part, for cause, after notice and an opportunity for Subcontractor to present reasons why such action should not be taken. Grounds constituting cause include but are not limited to:
 - (1) Subcontractor fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this subcontract.
 - (2) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - (3) Subcontractor has submitted incorrect or incomplete documentation pertaining to this contract.
- C. In the event of termination or suspension, the Subcontractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action and to reimbursement for reasonable and necessary expenses. The Subcontractor shall reduce to the minimum possible all obligations, prepaid expenses and other costs.
- D. The Subcontractor shall not be relieved of liability to KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma for damages sustained by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma by virtue of any breach of this contract by Contractor or Subcontractor. The Oklahoma Department of

Commerce of the State of Oklahoma or KEDDO may withhold payments due under this subcontract pending resolution of the damages.

18. ENTIRE AGREEMENT

This subcontract constitutes the entire agreement between the Subcontractor, KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma, that it is final and complete. No evidence of alleged prior dealings, course of dealings or performance not specifically set out herein shall be deemed in any sense relevant to supply any unexpressed term, to supplement or qualify this subcontract or to add any stipulation or obligation different from or inconsistent with the express provisions of this subcontract.

19. SEVERABILITY CLAUSE

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

Part 1

SUBCONTRACT

Contract Title: Rural Economic Action Plan Funds

Subcontract Number: **2022 REAP Fund K6030-22**

Contracting Agency: Oklahoma Department of Commerce
Contractor: Kiamichi Economic Development District of OK (KEDDO)

Subcontractors: Pittsburg County/ Shady Grove VFD

Subcontractor Address: 115 E. Carl Albert Pkwy., Suite 100
McAlester, OK 74501

Subcontractor Telephone: 918-423-1338

Description of Project: Purchase one (1) used Pumper/Tanker Fire Truck, 2000 Model or newer with a minimum 1000-gallon water tank size and a minimum 300 gallon per minute pump.

Amount: **\$51,453.47**

Source: House Bill 2900 of the 1st Session of the 58th Oklahoma Legislature (2021)

Funding Period: July 1, 2021 through June 30, 2022
Requisition Period: **March 1, 2022 through May 15, 2023**

Submit Requisitions to: Issue Payment to:

KEDDO Pittsburg County
1002 Highway 2 North 115 E. Carl Albert Pkwy., Suite 100
Wilburton, OK 74578 McAlester, OK 74501


Agreement Components: Part I-Summary and Signatures
Part II-Terms and Conditions

SIGNATURES-EXECUTION OF SUBCONTRACT

KEDDO

SUBCONTRACTOR


Signature


Signature

Kim Rose, Executive Director
Typed or Printed Name and Title

Kevin Smith, Chairman, Board
Typed or Printed Name and Title

3/1/2022
Date

3/28/2022
Date

PART II - TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

- A. Payments pursuant to the contract are to be made only from monies made available to KEDDO through the Oklahoma Department of Commerce of the State of Oklahoma for the REAP program. Notwithstanding any other provisions, payments to the Contractor and Subcontractor by the Oklahoma Department of Commerce of the State of Oklahoma are subject to the availability of such funds, as determined by State action and/or law. The Oklahoma Department of Commerce of the State of Oklahoma may take any action necessary in accordance with such determination.
- B. All projects shall be started by **July 1, 2022**. Projects not under construction by **September 1, 2022** are subject to be defunded with funds being awarded to alternate projects. Projects shall be closed out by **May 15, 2023**.

2. MODIFICATION (AMENDMENT)

- A. This contract is subject to such modification as may be required by State law. Any such modification may be done unilaterally by the Oklahoma Department of Commerce of the State of Oklahoma.
- B. Except as otherwise provided in this contract, the work and services to be preformed and the total subcontract amount may be modified only upon written agreement of the duly-authorized representatives of both parties.
- C. Revisions to this subcontract must be approved in writing in advance by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.
- D. A waiver by the Oklahoma Department of Commerce of the State of Oklahoma of any provision of this contract must be recommended by KEDDO and in writing and signed by the Oklahoma Department of Commerce of the State of Oklahoma.

3. THE KIAMICHI ECONOMIC DEVELOPMENT DISTRICT OF OKLAHOMA

The Kiamichi Economic Development District of Oklahoma will provide funding for the project up to the total subcontract amount.

4. SUBCONTRACTOR

- A. The Subcontractor will provide the necessary personnel, facilities, supplies, equipment and/or related resources and skills to accomplish this project in accordance with the terms and conditions of this subcontract. The Subcontractor agrees to perform those duties, obligations and representations contained in this contract and all amendments thereto submitted to and accepted by the Oklahoma Department of Commerce of the State of Oklahoma and KEDDO.
- B. All of the work and services required shall be performed by the Subcontractor, or be performed under the Subcontractor's supervision, and all personnel engaged therein must be fully qualified and authorized under State and local law to perform such work and services.
- C. None of the work and services covered by this subcontract may be subcontracted without prior written approval of KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.

- D. In no event will this subcontract incur obligation on the part of the Oklahoma Department of Commerce of the State of Oklahoma or KEDDO beyond that stated in section 3, above.

5. EMPLOYEE BENEFITS

The Subcontractor shall have full responsibility for payment of Worker's Compensation insurance, unemployment insurance, social security, state and federal income taxes, and any other deductions required by law for their employees.

6. CERTIFICATIONS BY SUBCONTRACTOR

- A. The Subcontractor expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all State statutes and other legal authority. The Subcontractor recognizes that it is responsible for assuring financial programmatic compliance to KEDDO.

- B. The Subcontractor specifically certifies and assures that:

1. It will adhere to State regulations pertaining to non-discrimination.
2. It will maintain fiscal controls and accounting procedures adequate to ensure the proper disbursement and accounting for all funds received pursuant to this program.

7. HOLD HARMLESS CLAUSE

The Subcontractor shall, within limitations placed on such entities by State law, save harmless KEDDO and the State of Oklahoma, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damages sustained by any person or property in consequence of any act or omission by the Subcontractor. The Subcontractor shall, within limitations placed on such entities by State law, save harmless KEDDO and the State of Oklahoma, its agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation law or any other law.

8. POLITICAL ACTIVITY

- A. No portion of the subcontract funds may be used for any political activity or to further the election or defeat of any candidate for public office.
- B. No portion of the subcontract funds may be used for lobbying activities.

9. PAYMENTS TO COMPANIES

- A. No subcontract funds may be paid to any corporation, limited liability company, partnership, proprietor or other private entity except for services to be provided pursuant to an approved project.
- A. No subcontract funds may be loaned to any corporation, limited liability company, partnership, proprietor or other legal entity.

10. NO-CONFLICT COVENANT

The Subcontractor covenants that no members or employees of any governing board of the Subcontractor have any personal or financial interest, direct or indirect, and that none shall acquire any such interest, that would conflict with the full and complete execution of this contract. The Subcontractor further covenants that in the performance of this contract, no person having any such interest will be employed by the Subcontractor.

11. COMPENSATION TO CONTRACTOR

- A. Funds made available pursuant under this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma. No subcontract funds shall be used for expenses incurred either prior to or after the time period specified. Subcontract funds shall not be used for any purpose other than those approved and agreed to by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.
- B. The funds provided under this subcontract shall not be used to pay any administrative expenses of the entity requesting the funds or any expenses of Subcontractor in preparation for this project. This provision shall not apply to funds provided pursuant to 62 O.S. 2009 § 2011 (c) (Section 11.C. of House Bill 1434, 45th Legislature, Second Regular Session, 1996, effective July 1, 1996. Amended by Laws 1997, c. 236, § 3, eff. July 1, 1997; Laws 1998, c. 373, § 6, eff. July 1, 1998; Laws 2008, c. 392, § 4, emerg. eff. June 3, 2008, et seq.).

12. TRAVEL AND PER DIEM

No travel-related costs, including per diem, shall be paid from these funds.

13. PROCUREMENT

Procurement of goods and services and the management and disposition of personal property acquired with subcontract funds shall be governed by the principles of the Oklahoma Central Purchasing Act, 74 O.S. 85.1, et. seq.

14. RECORDS, REPORTS, DOCUMENTATION

- A. The Subcontractor shall maintain records and accounts, including property, personnel and financial records, that properly document and account for all project funds. Some specific types and forms of records may be required by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.
- B. The Subcontractor shall furnish KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma with narrative reports and financial reports related to this contract in the forms and at such times as may be required by the Oklahoma Department of Commerce of the State of Oklahoma.
- C. The Subcontractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least five (5) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later, or as otherwise required by law. The Subcontractor shall, as the Oklahoma Department of Commerce of the State of Oklahoma deems necessary, permit authorized representatives of the Oklahoma Department of Commerce of the State of Oklahoma, Kiamichi Economic Development District of Oklahoma (KEDDO), and the State of Oklahoma to have full access to and the right to fully examine all such materials.

15. CLOSING OUT OF PERIOD FUNDED

- A. The Subcontractor shall promptly return to the Rural Economic Action Plan any funds received under this contract that are not obligated as of the final date of the period funded. Funds shall be considered obligated only

if goods and services have been received or a binding contract for such has been executed as of the final date of the period funded.

- C. The Subcontractor shall submit closeout documents no later than sixty (60) days after the final date of the period funded. Said closeout documents shall be accompanied by the Final Expenditure Report.
- D. When actual expenditures total less than the subcontract amount, the subcontract shall automatically be deobligated to the actual expenditures as shown in the closeout documents and such excess funds shall be promptly returned to the Rural Economic Action Plan fund.

16. INTERPRETATION REMEDIES

- A. In the event the parties fail to agree on changes or interpretation of this contract, the decision of the Oklahoma Department of Commerce of the State of Oklahoma shall prevail.
- B. In the event of any disagreement between the Subcontractor and KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma relating to the technical competence of the work and services being performed and its conformity to the requirements of this contract, the decision of the Oklahoma Department of Commerce of the State of Oklahoma shall prevail.
- C. Neither forbearance nor payment by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma shall be construed to constitute waiver of any remedies for any default or breach by the Subcontractor that exists or occurs later.

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- A. This Subcontract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- B. This subcontract may be terminated or suspended by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma, in whole or in part, for cause, after notice and an opportunity for Subcontractor to present reasons why such action should not be taken. Grounds constituting cause include but are not limited to:
 - (1) Subcontractor fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this subcontract.
 - (2) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - (3) Subcontractor has submitted incorrect or incomplete documentation pertaining to this contract.
- C. In the event of termination or suspension, the Subcontractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action and to reimbursement for reasonable and necessary expenses. The Subcontractor shall reduce to the minimum possible all obligations, prepaid expenses and other costs.
- D. The Subcontractor shall not be relieved of liability to KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma for damages sustained by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma by virtue of any breach of this contract by Contractor or Subcontractor. The Oklahoma Department of

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19. SEVERABILITY CLAUSE

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Part 1

SUBCONTRACT

Contract Title: Rural Economic Action Plan Funds

Subcontract Number: **2022 REAP Fund K6031-22**

Contracting Agency: Oklahoma Department of Commerce
Contractor: Kiamichi Economic Development District of OK (KEDDO)

Subcontractors: Pittsburg County/ Sam's Point VFD

Subcontractor Address: 115 E. Carl Albert Pkwy., Suite 100
McAlester, OK 74501

Subcontractor Telephone: 918-423-1338

Description of Project: Purchase three (3) new complete SCBA's (Self Contained Breathing Apparatus) and three (3) new extra SCBA oxygen cylinders.

Amount: **\$18,540.00**

Source: House Bill 2900 of the 1st Session of the 58th Oklahoma Legislature (2021)

Funding Period: July 1, 2021 through June 30, 2022
Requisition Period: **March 1, 2022 through May 15, 2023**

Submit Requisitions to: **KEDDO**
1002 Highway 2 North
Wilburton, OK 74578

Issue Payment to: Pittsburg County
115 E. Carl Albert Pkwy., Suite 100
McAlester, OK 74501

Agreement Components: Part I-Summary and Signatures
Part II-Terms and Conditions

SIGNATURES-EXECUTION OF SUBCONTRACT

KEDDO

SUBCONTRACTOR



Signature



Signature

Kim Rose, Executive Director
Typed or Printed Name and Title

Kevin Smith, Chairman, BOCC
Typed or Printed Name and Title

3/1/2022
Date

3/28/2022
Date

PART II - TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

- A. Payments pursuant to the contract are to be made only from monies made available to KEDDO through the Oklahoma Department of Commerce of the State of Oklahoma for the REAP program. Notwithstanding any other provisions, payments to the Contractor and Subcontractor by the Oklahoma Department of Commerce of the State of Oklahoma are subject to the availability of such funds, as determined by State action and/or law. The Oklahoma Department of Commerce of the State of Oklahoma may take any action necessary in accordance with such determination.
- B. All projects shall be started by **July 1, 2022**. Projects not under construction by **September 1, 2022** are subject to be defunded with funds being awarded to alternate projects. Projects shall be closed out by **May 15, 2023**.

2. MODIFICATION (AMENDMENT)

- A. This contract is subject to such modification as may be required by State law. Any such modification may be done unilaterally by the Oklahoma Department of Commerce of the State of Oklahoma.
- B. Except as otherwise provided in this contract, the work and services to be performed and the total subcontract amount may be modified only upon written agreement of the duly-authorized representatives of both parties.
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- D. A waiver by the Oklahoma Department of Commerce of the State of Oklahoma of any provision of this contract must be recommended by KEDDO and in writing and signed by the Oklahoma Department of Commerce of the State of Oklahoma.

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The Kiamichi Economic Development District of Oklahoma will provide funding for the project up to the total subcontract amount.

4. SUBCONTRACTOR

- A. The Subcontractor will provide the necessary personnel, facilities, supplies, equipment and/or related resources and skills to accomplish this project in accordance with the terms and conditions of this subcontract. The Subcontractor agrees to perform those duties, obligations and representations contained in this contract and all amendments thereto submitted to and accepted by the Oklahoma Department of Commerce of the State of Oklahoma and KEDDO.
- B. All of the work and services required shall be performed by the Subcontractor, or be performed under the Subcontractor's supervision, and all personnel engaged therein must be fully qualified and authorized under State and local law to perform such work and services.
- C. None of the work and services covered by this subcontract may be subcontracted without prior written approval of KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.

- D. In no event will this subcontract incur obligation on the part of the Oklahoma Department of Commerce of the State of Oklahoma or KEDDO beyond that stated in section 3, above.

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The Subcontractor shall have full responsibility for payment of Worker's Compensation insurance, unemployment insurance, social security, state and federal income taxes, and any other deductions required by law for their employees.

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- A. No subcontract funds may be loaned to any corporation, limited liability company, partnership, proprietor or other legal entity.

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- C. The Subcontractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least five (5) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later, or as otherwise required by law. The Subcontractor shall, as the Oklahoma Department of Commerce of the State of Oklahoma deems necessary, permit authorized representatives of the Oklahoma Department of Commerce of the State of Oklahoma, Kiamichi Economic Development District of Oklahoma (KEDDO), and the State of Oklahoma to have full access to and the right to fully examine all such materials.

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if goods and services have been received or a binding contract for such has been executed as of the final date of the period funded.

- C. The Subcontractor shall submit closeout documents no later than sixty (60) days after the final date of the period funded. Said closeout documents shall be accompanied by the Final Expenditure Report.
- D. When actual expenditures total less than the subcontract amount, the subcontract shall automatically be deobligated to the actual expenditures as shown in the closeout documents and such excess funds shall be promptly returned to the Rural Economic Action Plan fund.

16. INTERPRETATION REMEDIES

- A. In the event the parties fail to agree on changes or interpretation of this contract, the decision of the Oklahoma Department of Commerce of the State of Oklahoma shall prevail.
- B. In the event of any disagreement between the Subcontractor and KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma relating to the technical competence of the work and services being performed and its conformity to the requirements of this contract, the decision of the Oklahoma Department of Commerce of the State of Oklahoma shall prevail.
- C. Neither forbearance nor payment by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma shall be construed to constitute waiver of any remedies for any default or breach by the Subcontractor that exists or occurs later.

17. TERMINATION OR SUSPENSION

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Commerce of the State of Oklahoma or KEDDO may withhold payments due under this subcontract pending resolution of the damages.

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Part 1

SUBCONTRACT

Contract Title: Rural Economic Action Plan Funds

Subcontract Number: **2022 REAP Fund K6032-22**

Contracting Agency: Oklahoma Department of Commerce
Contractor: Kiamichi Economic Development District of OK (KEDDO)

Subcontractors: Pittsburg County/ Richville Road

Subcontractor Address: 115 E. Carl Albert Pkwy., Suite 100
McAlester, OK 74501

Subcontractor Telephone: 918-423-1338

Description of Project: Asphalt Overlay project to approximately 1.3 miles of Richville Road. Beginning at a intersection with Adamson Road and continue south on Richville Road to Pasture Road is the project area and all lying within Sections 1,11,12 T5N R15E in District 1.

Amount: **\$112,296.45**

Source: House Bill 2900 of the 1st Session of the 58th Oklahoma Legislature (2021)

Funding Period: July 1, 2021 through June 30, 2022
Requisition Period: **March 1, 2022 through May 15, 2023**

Submit Requisitions to: **KEDDO**
1002 Highway 2 North
Wilburton, OK 74578


Issue Payment to: Pittsburg County
115 E. Carl Albert Pkwy., Suite 100
McAlester, OK 74501


Agreement Components: Part I-Summary and Signatures
Part II-Terms and Conditions

SIGNATURES-EXECUTION OF SUBCONTRACT

KEDDO

SUBCONTRACTOR


Signature


Signature

Kim Rose, Executive Director
Typed or Printed Name and Title

Kevin Smith, Chairman, Board
Typed or Printed Name and Title

3/1/2022
Date

3/28/2022
Date

PART II - TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

- A. Payments pursuant to the contract are to be made only from monies made available to KEDDO through the Oklahoma Department of Commerce of the State of Oklahoma for the REAP program. Notwithstanding any other provisions, payments to the Contractor and Subcontractor by the Oklahoma Department of Commerce of the State of Oklahoma are subject to the availability of such funds, as determined by State action and/or law. The Oklahoma Department of Commerce of the State of Oklahoma may take any action necessary in accordance with such determination.
- B. All projects shall be started by **July 1, 2022**. Projects not under construction by **September 1, 2022** are subject to be defunded with funds being awarded to alternate projects. Projects shall be closed out by **May 15, 2023**.

2. MODIFICATION (AMENDMENT)

- A. This contract is subject to such modification as may be required by State law. Any such modification may be done unilaterally by the Oklahoma Department of Commerce of the State of Oklahoma.
- B. Except as otherwise provided in this contract, the work and services to be performed and the total subcontract amount may be modified only upon written agreement of the duly-authorized representatives of both parties.
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- D. A waiver by the Oklahoma Department of Commerce of the State of Oklahoma of any provision of this contract must be recommended by KEDDO and in writing and signed by the Oklahoma Department of Commerce of the State of Oklahoma.

3. THE KIAMICHI ECONOMIC DEVELOPMENT DISTRICT OF OKLAHOMA

The Kiamichi Economic Development District of Oklahoma will provide funding for the project up to the total subcontract amount.

4. SUBCONTRACTOR

- A. The Subcontractor will provide the necessary personnel, facilities, supplies, equipment and/or related resources and skills to accomplish this project in accordance with the terms and conditions of this subcontract. The Subcontractor agrees to perform those duties, obligations and representations contained in this contract and all amendments thereto submitted to and accepted by the Oklahoma Department of Commerce of the State of Oklahoma and KEDDO.
- B. All of the work and services required shall be performed by the Subcontractor, or be performed under the Subcontractor's supervision, and all personnel engaged therein must be fully qualified and authorized under State and local law to perform such work and services.
- C. None of the work and services covered by this subcontract may be subcontracted without prior written approval of KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.

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The Subcontractor shall have full responsibility for payment of Worker's Compensation insurance, unemployment insurance, social security, state and federal income taxes, and any other deductions required by law for their employees.

6. CERTIFICATIONS BY SUBCONTRACTOR

A. The Subcontractor expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all State statutes and other legal authority. The Subcontractor recognizes that it is responsible for assuring financial programmatic compliance to KEDDO.

B. The Subcontractor specifically certifies and assures that:

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A. No subcontract funds may be loaned to any corporation, limited liability company, partnership, proprietor or other legal entity.

10. NO-CONFLICT COVENANT

The Subcontractor covenants that no members or employees of any governing board of the Subcontractor have any personal or financial interest, direct or indirect, and that none shall acquire any such interest, that would conflict with the full and complete execution of this contract. The Subcontractor further covenants that in the performance of this contract, no person having any such interest will be employed by the Subcontractor.

11. COMPENSATION TO CONTRACTOR

- A. Funds made available pursuant under this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma. No subcontract funds shall be used for expenses incurred either prior to or after the time period specified. Subcontract funds shall not be used for any purpose other than those approved and agreed to by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.
- B. The funds provided under this subcontract shall not be used to pay any administrative expenses of the entity requesting the funds or any expenses of Subcontractor in preparation for this project. This provision shall not apply to funds provided pursuant to 62 O.S. 2009 § 2011 (c) (Section 11.C. of House Bill 1434, 45th Legislature, Second Regular Session, 1996, effective July 1, 1996. Amended by Laws 1997, c. 236, § 3, eff. July 1, 1997; Laws 1998, c. 373, § 6, eff. July 1, 1998; Laws 2008, c. 392, § 4, emerg. eff. June 3, 2008, et seq.).

12. TRAVEL AND PER DIEM

No travel-related costs, including per diem, shall be paid from these funds.

13. PROCUREMENT

Procurement of goods and services and the management and disposition of personal property acquired with subcontract funds shall be governed by the principles of the Oklahoma Central Purchasing Act, 74 O.S. 85.1, et. seq.

14. RECORDS, REPORTS, DOCUMENTATION

- A. The Subcontractor shall maintain records and accounts, including property, personnel and financial records, that properly document and account for all project funds. Some specific types and forms of records may be required by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.
- B. The Subcontractor shall furnish KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma with narrative reports and financial reports related to this contract in the forms and at such times as may be required by the Oklahoma Department of Commerce of the State of Oklahoma.
- C. The Subcontractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least five (5) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later, or as otherwise required by law. The Subcontractor shall, as the Oklahoma Department of Commerce of the State of Oklahoma deems necessary, permit authorized representatives of the Oklahoma Department of Commerce of the State of Oklahoma, Kiamichi Economic Development District of Oklahoma (KEDDO), and the State of Oklahoma to have full access to and the right to fully examine all such materials.

15. CLOSING OUT OF PERIOD FUNDED

- A. The Subcontractor shall promptly return to the Rural Economic Action Plan any funds received under this contract that are not obligated as of the final date of the period funded. Funds shall be considered obligated only

if goods and services have been received or a binding contract for such has been executed as of the final date of the period funded.

- C. The Subcontractor shall submit closeout documents no later than sixty (60) days after the final date of the period funded. Said closeout documents shall be accompanied by the Final Expenditure Report.
- D. When actual expenditures total less than the subcontract amount, the subcontract shall automatically be deobligated to the actual expenditures as shown in the closeout documents and such excess funds shall be promptly returned to the Rural Economic Action Plan fund.

16. INTERPRETATION REMEDIES

- A. In the event the parties fail to agree on changes or interpretation of this contract, the decision of the Oklahoma Department of Commerce of the State of Oklahoma shall prevail.
- B. In the event of any disagreement between the Subcontractor and KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma relating to the technical competence of the work and services being performed and its conformity to the requirements of this contract, the decision of the Oklahoma Department of Commerce of the State of Oklahoma shall prevail.
- C. Neither forbearance nor payment by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma shall be construed to constitute waiver of any remedies for any default or breach by the Subcontractor that exists or occurs later.

17. TERMINATION OR SUSPENSION

- A. This Subcontract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- B. This subcontract may be terminated or suspended by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma, in whole or in part, for cause, after notice and an opportunity for Subcontractor to present reasons why such action should not be taken. Grounds constituting cause include but are not limited to:
 - (1) Subcontractor fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this subcontract.
 - (2) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - (3) Subcontractor has submitted incorrect or incomplete documentation pertaining to this contract.
- C. In the event of termination or suspension, the Subcontractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action and to reimbursement for reasonable and necessary expenses. The Subcontractor shall reduce to the minimum possible all obligations, prepaid expenses and other costs.
- D. The Subcontractor shall not be relieved of liability to KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma for damages sustained by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma by virtue of any breach of this contract by Contractor or Subcontractor. The Oklahoma Department of

Commerce of the State of Oklahoma or KEDDO may withhold payments due under this subcontract pending resolution of the damages.

18. ENTIRE AGREEMENT

This subcontract constitutes the entire agreement between the Subcontractor, KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma, that it is final and complete. No evidence of alleged prior dealings, course of dealings or performance not specifically set out herein shall be deemed in any sense relevant to supply any unexpressed term, to supplement or qualify this subcontract or to add any stipulation or obligation different from or inconsistent with the express provisions of this subcontract.

19. SEVERABILITY CLAUSE

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

CERTIFICATE OF AUTHORIZED SIGNATURES

I, Kevin Smith, certify that I am the chief elected or appointed official of Pittsburg County

Name of Organization (city/county)

(hereinafter Contractor), which contracts with the Kiamichi Economic Development District of Oklahoma (KEDDO).

I certify that each such contract will be signed for and on behalf of Contractor pursuant to authority granted by its governing body and within the scope of its legal powers.

I certify that the persons named below as contract signatories are authorized to sign all contracts and related documents issued to Contractor by the Kiamichi Economic Development District of Oklahoma (KEDDO) and that the persons named as Fiscal Signatories are authorized to sign all fiscal and record keeping documents on behalf of Contractor.

This certification is effective with the date shown below and shall remain in effect until revised or canceled by Contractor.

CONTRACT SIGNATORIES (Please Select Three)

Kevin Smith, Chairman, BOCC
Typed or Printed Name and Title of Contract Signatory

[Signature]
Signature

Charlie Rogers, Vice-Chair, BOCC
Typed or Printed Name and Title of Contract Signatory

[Signature]
Signature

Ross Selman, Member, BOCC
Typed or Printed Name and Title of Contract Signatory

[Signature]
Signature

FISCAL SIGNATORIES (Please Select Three)

Kevin Smith, Chairman, BOCC
Typed or Printed Name and Title of Contract Signatory

[Signature]
Signature

Hope Trammell, County Clerk
Typed or Printed Name and Title of Contract Signatory

[Signature]
Signature

Sandra Crenshaw, First Deputy, BOCC
Typed or Printed Name and Title of Contract Signatory

[Signature]
Signature

CONTRACTOR RECOGNIZES THAT IT HAS FULL RESPONSIBILITY TO GIVE THE KIAMICHI ECONOMIC DEVELOPMENT DISTRICT OF OKLAHOMA (KEDDO) TIMELY NOTICE OF ANY CHANGE IN THE INDIVIDUALS DESIGNATED ABOVE, OR OF ANY CHANGE OR LIMIT IN THEIR AUTHORITY, INCLUDING THE TYPE OF PROGRAM OR AMOUNT CONTRACTED FOR.

STATE OF OKLAHOMA
COUNTY OF Pittsburg
Subscribed and sworn to before me this

28th day of March, 20 22

[Signature]
[Signature]
Notary Public (or Clerk or Judge)

[Signature]
(Signature - Chief Elected or Appointed Official)
Kevin Smith, Chairman, BOCC
(Typed or Printed Name & Title)

March 28, 2022
(Date)



4-09-2022
December 31, 2024

NON-COLLUSION AFFIDAVIT

State of Oklahoma
County of Pittsburg *SS.

I Kevin Smith, certify that I am the chief
elected or appointed official of Pittsburg County.
(Hereinafter subcontractor),

Which subcontracts with the Kiamichi Economic Development District of Oklahoma (KEDDO),
for Rural Economic Action Plan Funds (REAP), says that:

1. (S)He is duly authorized agent of the above named entity, as subcontractor and/or
procuring the subcontract which is attached to this statement, for the purpose of certifying
the facts pertaining to the existence of collusion among applicants and grant awardee's
and their officials or employees, as well as, facts pertaining to the giving or offering of
things of value to personnel of any organization in return for special consideration in the
award of any contract or grant pursuant to the subcontract to which this statement is
attached.
2. (S)He is fully aware of the facts and circumstances surrounding the making of the bid
and/or the procurement of the subcontract to which this statement is attached and has been
personally and directly involved in the proceedings leading to the submission of such
applications or the procurement of the subcontract which is attached to this statement and
has been personally and directly involved in the proceedings leading to the submission of
such applications.
3. Neither the subcontractor nor anyone subject to the subcontractor's direction or control
has been a party: a) to any collusion among applicants in restraint of freedom of
competition by agreement to apply or to refrain from applying; b) to paying, giving or
donating or agreeing to pay, give or donate to any officer or employee of the Kiamichi
Economic Development District of Oklahoma (KEDDO), any money or other thing of
value, either directly or indirectly, in procuring the subcontract to which this statement is
attached.

X [Signature]
NAME/TITLE

Subscribed and sworn before me this 28th day of March, 2022

X Hope Trammell
CLERK OR NOTARY PUBLIC

My commission expires: December 31, 2024



SEAL

**RESOLUTION
NO. 22-211**

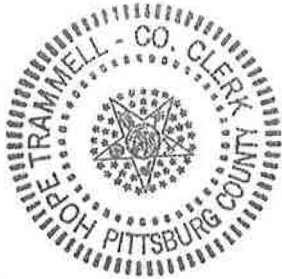
The Board of County Commissioners, Pittsburg County, Met in regular session on Monday, March 28, 2022.

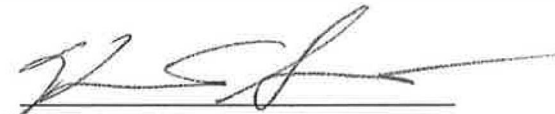
WHEREAS, Haywood-Arpelar Volunteer Fire Department has been issued a check from The Burrows Agency as a reimbursement for insurance premiums for a 1984 International that has been taken out of service. The funds are to be deposited in the amount of \$60.00 into the Haywood-Arpelar Fire Department Sales Tax M&O account 1321-2-8216-2005 since the expenses came from the respective account.

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

THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Pittsburg County do hereby approve the deposit of \$60.00 from The Burrows Agency as a reimbursement for insurance premiums.

ATTEST:




CHAIRMAN


VICE-CHAIRMAN


MEMBER


COUNTY CLERK



The Burrows Agency

307 W. Patti Page Boulevard
Claremore, OK 74017
(918) 341-2196

RCB BANK

That's my bank!

86-1259/1031

39190

03/14/2022

PAY TO THE ORDER OF Haywood Arpelar Fire Dept

\$60.00

Sixty Dollars and 00 Cents

DOLLARS

Haywood Arpelar Fire Dept
12458 W US HWY 270
McAlester, OK 74501



Nancy Little
AUTHORIZED SIGNATURE

MEMO

Return Premium

⑈039190⑈ ⑆103112594⑆ 00000891978⑈

The Burrows Agency

39190

Account	Date	Schedule	Invoice	P.O #	Description	Debit
10500	03/14/2022				issued check #39190 to Haywood Arpelar	\$60.00

Check # 39190

Refer # 2903



307 West Patti Page Blvd
 Claremore, OK 74017
 Phone: (918) 341-2196

Haywood Arpelar Fire Dept
12458 W US HWY 270
McAlester, OK 74501

Invoice # 2945		Page 1 of 1
Account Number	Date	
HAYWARP-01	3/11/2022	
Balance Due On		
3/11/2022		
Amount Paid	Amount Due	
	(\$60.00)	



Please make check payable to The Burrows Agency or
 Click Here to pay now
<https://burrowsagency.epypolicy.com>

Commercial Package	Policy Number: VFNU-TR-0011292	Effective: 5/28/2021 to 5/28/2022
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Item #	Trans Eff Date	Due Date	Trans	Description	Amount
13455	2/28/2022	3/11/2022	ENDT	Endorsement to DEL '84 Int'l #27309	(\$60.00)

Total Invoice Balance: (\$60.00)

RESOLUTION
22-212
To Advertise

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, March 28, 2022.

WHEREAS, the Pittsburg County wishes to advertise for the following for Quinton Fire Department:

One (1), New 200 Gallon Wildlands Skid Unit

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

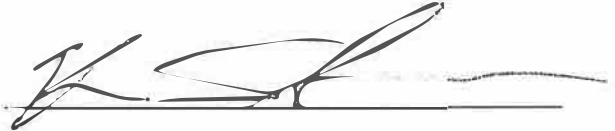
THEREFORE, each competitive bid submitted to the County must be accompanied with an affidavit for filing with the competitive bid form, as required by Title 19 O.S. § 1501.

Sealed bids will be received and filed with the Pittsburg County Clerk until Friday, April 8, 2022 at 4:00 p.m. All bids received after 4:00 p.m. on Friday, April 8, 2022 WILL NOT BE OPENED. Bids will be opened on Monday, April 11, 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



SPECIFICATIONS
FOR
**QUINTON
FIRE DEPARTMENT**

FOR A
200 Gallon

Wildlands Skid unit

TABLE OF CONTENTS

TABLE OF CONTENTS	ii
Intent:	1
Service and Warranty Support:	1
Proposal Price:	1
Proposal Format:	1
Intent of Specifications:	1
Exceptions:	2
Delivery:	3
Pump Test:	3
Skid Unit.....	3
Polypropylene Water Tank:.....	3
Polypropylene Foam Tank:	4
Fire Pump Plumbing System:.....	4
Hose Threads:	4
Intake and Discharge Valves:	4
Hose Reel Discharge:	4
Spare Discharge:.....	4
Fire Pump to Water Tank bypass Line:	5
Water Tank to Pump & Suction:	5
Manifold:	5
Fire Pump:	5
Foam Pump:.....	5
Fuel Tank:	5
Battery Supply:.....	6
Pump Test:.....	6
Pump Panel:.....	6
Booster Hose Reel:	6
Hose Reel Electric Rewind:.....	6
Skid Work Light:	6
Hose:.....	7
Booster Hose:	7
Nozzle:	7

Any Mention of Brand Name Shall be "or Equivalent"

BIDDER
COMPLIES
YES NO

Intent:

The intent of these specifications is to set minimum requirements, not to otherwise limit bidding for the supply of one (1) New Wildlands type skid unit.

In as much as some designs of equipment vary among different manufacturer's, the Department specifically reserves the right to make judgment concerning what is or is not concerning deviations or exceptions and to award the bidder (s) whose bid best suits the Department's need for the product being purchased.

Service and Warranty Support:

To insure full service after delivery, the bidder must be capable of providing service when required. The bidder shall show that the company is in position to render prompt service and furnish replacement parts. Each bidder must be able to display that they are actively in the fire skid unit service business by operating an authorized service center located within the State of Oklahoma, and shall stock parts equating to \$250,000.00, No Exceptions.

Detailed information shall be provided on service facilities, personnel, service vehicles, and how long the service facility has operated in the State of Oklahoma.

Service is a criteria for award of this bid.

Proposal Price:

Each bidder's proposal must include all items required in the specifications unless a specific exception is taken. Any bidder who option prices an item included in these specifications that does not specifically require option pricing will have their proposal rejected without further cause.

Proposal Format:

Each bid must be accompanied by a set of detailed contractor's specifications consisting of a detailed description of the skid unit and equipment proposed. All bid proposal specifications must be in the same sequence as the advertised specification for ease of comparison. These specifications shall include size, location, type, and model of all component parts being furnished. Detailed information shall be provided on the materials used to construct all facets of the skid unit body. Any bidder who fails to submit detailed construction specifications, or who photo copies and submits these specifications as their own construction details or any proposals found to have deviations without listing them will be considered non-responsive and shall render their proposal ineligible for award.,. **NO EXCEPTION.**

Intent of Specifications:

It is the intent of these specifications to clearly describe the furnishing and delivery to the Purchaser, a complete skid unit equipped as specified. The primary objective of these specifications is to obtain the most acceptable skid unit for service in the Fire Department. These specifications cover specific requirements as to the type of construction and tests the skid unit must conform, together with certain details as to finish, material preferences, equipment and appliances with which the successful bidder must conform.

The design of the skid unit must embody the latest approved automotive design practices. The workmanship must be of the highest quality in its respective field. Special consideration shall be

Any Mention of Brand Name Shall be "or Equivalent"

BIDDER
COMPLIES
YES NO

given to service access to areas needing periodic maintenance, ease of operation, and symmetrical proportions. Construction must be heavy-duty and ample safety factors must be provided to carry loads as specified. The construction method employed will be in such a manner as to allow ready removal of any component for service or repair.

The skid unit shall conform to the National Fire Protection Association Standard for Automotive Fire Skid unit, number 1901 and the National Fire Protection Association Standard for Wildland Fire Skid unit, number 1906, in its most recent edition, unless otherwise specified in this document. Only the specified firefighting support equipment listed in these specifications shall be provided.

The skid unit shall further conform to all Federal Motor Vehicle Safety Standards. **NO EXCEPTION.**

Each bidder shall furnish satisfactory evidence of their ability to design, engineer, and construct the skid unit specified and shall state the location of the factory producing the skid unit. They shall also substantiate they are in a position to render prompt and proper service and to furnish replacement parts for the skid unit.

Bids will be addressed and submitted in accordance with the instructions provided on the cover sheet. The bid number, the date, and bid opening time shall be stated on the front of the bid envelope.

It shall be the responsibility of the bidder to assure that their proposal arrives at the location and time indicated. Late proposals, telegrams, facsimile, or telephone bids will not be considered. **NO EXCEPTION.**

All bidders are required to detail the payment terms for skid unit on the bidder's proposal page. Any required prepayments or progress payments must be explained in detail.

Exceptions:

The following skid unit specifications are considered minimum design and construction standards against which the skid unit will be inspected. It is the intent to receive proposals on equipment/skid unit meeting the attached detailed specifications in their entirety. Any proposals being submitted, without "Full Compliance" with these specifications shall so state on the bid proposal page, followed by a detailed "Letter of Exceptions" listing the areas of non-compliance. The reference must include page number, paragraph, and the exact nature of the exception.

Failure to follow this format, provided for the convenience of the Purchaser, will render the vendor's proposal non-responsive and ineligible for award of contract.

If a product brand name is specified and is commercially available to all bidders, an exception to such items is not acceptable and such bid may be rejected. All deviations, no matter how slight, shall be clearly explained on a separate sheet, in the bid sequence, citing the page and paragraph number(s) of the specifications, how the proposal deviation is different, how the deviation meets or exceeds the specifications and why it is necessary.

The Purchaser may add the statement "No Exception" to a component or design feature in these specifications. In the interest of fleet conformity or specific performance requirements, the Purchaser will not permit exceptions taken to these item(s). The Purchaser reserves the right to reject any or all bid proposals and purchase the equipment it deems most suitable to its needs.

Any Mention of Brand Name Shall be "or Equivalent"

BIDDER
COMPLIES
YES NO

The Purchaser does not, in any way, obligate itself to accept the lowest or any bid. Any bidder taking total exception to the complete specification or a major element will result in immediate rejection of the proposal.

Delivery:

The bidder shall state the time required for delivery of the completed unit on the proposal page. The completed unit shall be delivered to the purchaser with full instructions provided to Fire Department personnel on operation, care and maintenance of skid unit at the purchaser's location.

Pump Test:

The fire pump shall be tested after all of its associated piping and valves have been installed on the skid unit. The tests shall be conducted at the manufacturer's facility and certified by the manufacturer.

Skid Unit

The water tank, pump and plumbing shall be mounted on a heavy duty polypropylene frame to allow for the unit to be removed as a single unit.

Polypropylene Water Tank:

A 200 gallon water tank shall be supplied and shall have a 4" overflow. The construction shall be of co-polymer polypropylene and shall be rectangular shaped. **No Fiberglass! No Exception!**

The tank body and end bulkheads shall be constructed of 0.5" thick, polypropylene tested inside and out.

The transverse and longitudinal swash partitions shall be interlocked and welded to each other as well as to the walls of the tank. The partitions shall be designed and equipped with vent holes to permit air and liquid movement between compartments. The 0.5" thick cover shall be recessed .375" from the top of the side walls. Hold down dowels shall extend through and be welded to both the covers and the transverse partitions, providing rigidity during filling operations. Drilled pegs for lifting eyes shall be provided in the top area of the water tank.

The water fill tower shall be 0.5" thick polypropylene stock with a hinged lid and a removable polypropylene screen.

The water fill tower shall be located on the rear driver's side of the water tank.

A sight glass shall be supplied on the front driver's side corner of the water tank, so the operator can see the lifeline of water remaining during pumping operations from pump panel.

Two (2) tank mounting tabs shall be provided. One shall be at the front and one at the rear to allow the tank to be fastened to the aluminum skid frame utilizing heavy duty grade 8 bolts. .

Any Mention of Brand Name Shall be "or Equivalent"

BIDDER
COMPLIES
YES NO

The water tank shall have an over flow tube. The overflow tube shall exit the passenger side tank body, ahead of the rear wheels.

Polypropylene Foam Tank:

A 10 gallon internal polypropylene foam tank shall be supplied as an integral part of the main water tank. The construction methods of the foam tank shall be identical to that of the water tank.

The foam tank shall have a sight glass for the ease of seeing remaining foam capacity.

The foam fill tower shall be 1/2" thick polypropylene stock with lid and a removable polypropylene screen and shall be located on the passenger's side rear of the main water tank.

Fire Pump Plumbing System:

The engine driven fire pump plumbing system shall be built completely of stainless steel piping, stainless steel and/or brass fittings, and connections.

Tank connections, front discharges, and other piping shall use high-pressure flexible piping. Flexible hose couplings shall be threaded stainless steel or Victraulic connections.

Plumbing shall not be welded for ease of disassembly, no exceptions.

Hose Threads:

The hose threads shall be National Standard (NST) on all base threads on the skid unit intakes and discharges, unless otherwise specified.

Intake and Discharge Valves:

All valves used in the plumbing installation shall be stainless steel or brass quarter turn full flow type valves.

Steel – Industrial valves shall not be used due to rusting.

Hose Reel Discharge:

One (1) 1" discharge shall be provided and piped to the hose reel with flexible high pressure hose and a 1" Stainless steel valve or equivalent will be provided for this connection on manifold.

Spare Discharge:

One 1.5" Spare discharge shall be provided and plumbed to the rear of the skid unit. This discharge shall be provided with a chrome cap and chain.

Fire Pump to Water Tank bypass Line:

A 1" fire pump to water tank refill and pump bypass cooler line shall be provided. The valve shall be a full flow quarter turn ball valve.

A 1" piping and flex hose will be provided from valve to tank. The valve control shall be directly on the valve.

Water Tank to Pump & Suction:

A 2½" water tank to fire pump line shall be provided with a full flow 2½" quarter turn ball valve.

Suction will be provided with a full flow 2½" quarter turn ball valve so that while pumping you can also be connecting to an additional water source.

A 2½" chrome plug and chain will be provided at the rear for the suction.

Manifold:

A common 304 stainless steel manifold will be provided for all discharges.

Fire Pump:

A fire with 20 HP engine shall be supplied

Foam Pump:

A class *A* foam system with a main water check valve that is capable of providing foam to all discharge outlets shall be provided.

The foam system shall be installed in such a manner that the system, discharges, and hoses can be flushed without foam entering the water tank from the foam system.

Foam system will have a manual metering valve to set the percentage of foam out of the discharges.

All control will be provided pump panel.

A booster pump will be provided at the rear for foam system so foam is available in a moment's notice

Fuel Tank:

A heavy-duty aluminum 6-gallon fuel tank shall be supplied and mounted to the skid unit frame. The fuel tank shall have fuel level sight gauge and an overflow tube.

Any Mention of Brand Name Shall be "or Equivalent"

BIDDER
COMPLIES
YES NO

Battery Supply:

The skid unit of the skid unit shall have a heavy-duty separate battery supply to power the unit.

An emergency back-up system that runs off the chassis electrical system shall be supplied that will assist in starting the skid unit in case of a battery failure.

The engine will include a 36-watt alternator to keep separate battery charged

Pump Test:

The fire pump shall be tested after all of its associated piping and valves have been installed on the skid unit. The tests shall be conducted at the manufacturer's facility and certified by the manufacturer.

Pump Panel:

A standard pump panel shall be supplied and located at the rear of the skid unit. The pump panel shall be installed on a tilted pump panel for the ease of visibility.

Pump Panel shall have the following controls:

- Pump Panel Light switch
- Start/Stop switch
- Low oil pressure light
- Pump inlet/outlet pressure gauge
- Idle control
- Choke
- Foam System controls

Booster Hose Reel:

One (1) hose reel, model 4038-17-18 or equivalent with electric rewind shall be provided with a double roller and spool assembly and a brake to adjust tension on the spool.

The hose reel shall be mounted on top of the water tank.

Hose Reel Electric Rewind:

One (1) electric rewind push buttons will be installed. The electric rewind control shall be a weather-resistant enclosed momentary push button switch. Switch shall be installed as follows: One (1) switch at the pump panel location.

Skid Work Light:

One (1) LED flood/spotlights shall be installed in accordance with customer requirements.

Lights shall be 12v 20W low current draw lights and shall be mounted as follows:

Any Mention of Brand Name Shall be "or Equivalent"

BIDDER
COMPLIES
YES NO

- One (1) on top of the water tank offset the rear, to illuminate the pump and plumbing. This shall be controlled by a single switch on the pump panel.

Features:

- 10- and 60-degree spot and flood
- 2,112 Lumen output ea.
- Black, cast-aluminum housing
- Lifetime Warranty

Hose:

Booster Hose:

100` of 1" 800psi booster hose shall be provided for the hose reel.

Nozzle:

A 1" pistol grip nozzle with bell shut off shall be supplied.

RESOLUTION

NO. 22-213

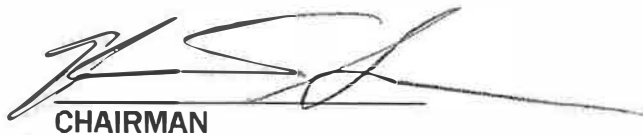
The Board of County Commissioners, Pittsburg County, Met in regular session on Monday, March 28, 2022.

WHEREAS, Pittsburg County's Treasurer would like the cancel the following Tax Refund Cash Voucher.

18T to John Shannon dated January 12, 2022 in the amount of \$51.00 for 2021 Refund.

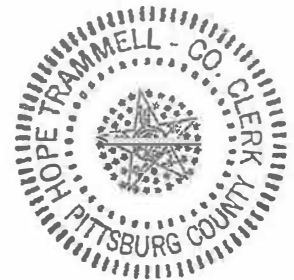
WHEREAS, the cash voucher has been lost in the postal system and was written to an incorrect vendor.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Tax Refund Cash Voucher Claim #18T.


CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

NO. 22-214


The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, March 28th, 2022.


WHEREAS, the Health Department wishes to cancel the following Purchase Order

7759 to ADT Security Services dated March 10th, 2022 in the amount of \$17.49 for
monthly service.

WHEREAS, the purchase order was written out of the wrong account, therefore it is
no longer needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel
Purchase Order 7759 to ADT Security Services.


CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

NO. 22-215

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, March 28th, 2022.

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

1733 to Embassy Suites dated August 26th, 2021 in the amount of \$288.00 for
lodging.

2857 to Embassy Suites dated September 29th, 2021 in the amount of \$96.00 for
lodging.

and

2858 to Embassy Suites dated September 29th, 2021 in the amount of \$106.00 for
lodging.

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

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel
Purchase Orders 1733, 2857 & 2858 for FY 2021-2022.



CHAIRMAN



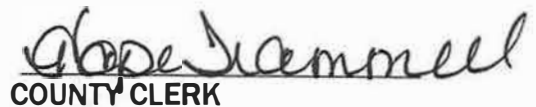
MEMBER



MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

NO. 22-216

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, March 28th, 2022.

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

6271 to Patriot Auto Group dated January 25th, 2022 in the amount of \$642.00 for brake parts.

7186 to US Foods dated February 22nd, 2022 in the amount of \$55.89 for surface sanitizer.

7303 to T&W Tire dated February 28th, 2022 in the amount of \$280.53 for tires.

and

7350 to McAlester Tag Agent dated March 1st, 2022 in the amount of \$46.05 for tag & title.

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

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Orders 6271, 7186, 7303 & 7350 for FY 2021-2022.


CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION
22-217

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, March 28, 2022.

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

Purchase Order 0695, issued on July 26, 2022 to Compliance Resource Group in the amount of \$40.00 for drug testing

Purchase Order 4330, issued on November 15, 2022 to Compliance Resource Group in the amount of \$130.00 for drug testing

Purchase Order 6962, issued on February 14, 2022 to Miller Office Equipment in the amount of \$454.48 for renewal maintenance contract agreement

Purchase Order 7089, issued on February 17, 2022 to Pittsburg County Health Department in the amount of \$1,125.00 for rabies vaccinations

WHEREAS, these above-mentioned purchase orders were never used, are not longer needed and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel purchase orders 0695, 4330, 6962, and 7089 in the amount of \$40.00, \$130.00, \$454.48 and \$1,125.00 respectively.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



VICE-CHAIRMAN



MEMBER



COUNTY CLERK

