

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

FILED

DATE: AUGUST 1, 2022

TIME: 9:00 A.M.

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

JUL 29 2022
TIME 8:34 AM
HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY

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 July 25, 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. COUNTY CLERK

i. Letter Changing Receiving Officers – Kiowa FD

7. FISCAL TRANSACTIONS

A. CLAIMS AND PURCHASE ORDERS

B. TRANSFERS

C. OFFICIAL'S MONTHLY REPORTS

D. BLANKET PURCHASE ORDERS

E. FUEL BIDS

8. UNFINISHED BUSINESS

A. Approve/Disapprove Pay Application No. 5 to Martin Roofing for the Expo Center Roof Project, Project No. ARPA-21.004

9. AGENDA ITEMS

- A. Approve/Disapprove Detention Transportation Contract between Oklahoma Office of Juvenile Affairs and Pittsburg County
- B. Verbally Approve/Disapprove Contract between Oklahoma Department of Mental Health & Substance Abuse Services and McIntosh/Pittsburg County District Court
- C. Approve/Disapprove Plat for Eufaula Lake Private Estates Subdivision
- D. Accept/Deny Petition to Close a Section Line, located between Section 3, Township 4 North, Range 14 East and Section 34, Township 5 North, Range 14 East – District 2
- E. Approve/Disapprove Public Hearing Notice to Close a Section Line, located between Section 3, Township 4 North, Range 14 East and Section 34, Township 5 North, Range 14 East – District 2
- F. Resolution 23-017 to Cancel Purchase Order - Sheriff
- G. Resolution 23-018 to Cancel Purchase Orders – Asphalt Plant
- H. Resolution 23-019 to Declare Burn Ban – Emergency Management

10. NEW BUSINESS

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

11. ROAD CROSSING PERMIT

- A. 23.007, Riverside Midstream Water Resources, LLC (permanent waterline) – District 3
- B. 23.008, Tall Oak Woodford (gas pipeline) – District 3
- C. 23.009, Tall Oak Woodford (gas pipeline) – District 3

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

None.

13. 10:00 A.M. – PUBLIC HEARINGS

None.

14. RECESS OR ADJOURNMENT


Clerk

TOWN OF KIOWA
KIOWA VOLENTEER FIRE DEPARTMENT
801 S. HARRISON St.
P.O. BOX 69
KIOWA OKLAHOMA 74553
918.470.9390

07.26.22

This letter is to inform changes in positions at the Kiowa Fire Department and changes with the requisitioning officers and the receiving officers.

I Clifford Sexton, Fire Chief for the Kiowa Fire Department would like to remove Body Jameson and Dale Vanblaricom as requisitioning and receiving officers, as they are no longer affiliated with the Kiowa Fire Department. I would like to replace them with the following.

Clayton Nichols will replace Body Jameson as the 2nd requisitioning officer,

Jeffery Drake will replace Dale Vanblaricom as the 2nd receiving officer.

I, Clifford Sexton, will remain as the 1st requisitioning officer and Aaron Ellis will remain as the 1st receiving officer.

Thank you for you help in this situation.

Sincerely,

Clifford Sexton Kiowa Fire Chief

A handwritten signature in black ink, appearing to read "Clifford Sexton". The signature is written in a cursive style with a large initial "C".

TOWN OF KIOWA
KIOWA VOLENTEER FIRE DEPARTMENT
MONTHLY MEETING AGENDA
JUNE 18, 2022 at 6:30pm
AT THE KIOWA FIRE DEPARTMENT
801 S. HARRISON St. KIOWA OKLAHOMA

CALL MEETING TO ORDER: 6:48PM

1. Discuss run reports, ensure all information is collected and recorded
2. Discuss and possible approval to move stated meetings to the 3rd Saturday of every month for meetings, training, and maintenance of vehicles. MOTION- Clayton Nichols, 2nd Jess Wilson. VOTED- passed none opposed
3. Discuss and possible approval to remove Body Jameson as Assistant Chief and to replace with Tommy Mitchell. MOTION- Clifford Sexton, 2nd- Brandon Jameson VOTED- passed none opposed
4. Discuss and possible approval to remove Body Jameson and Dale Vanblaircom from the bank account and add Tommy Mitchell. MOTION- Clifford Sexton, 2nd Brandon Jameson. VOTED- passed none opposed.
5. Discuss and possible approval to remove Dale Vanblaircom as Fire Department Secretary/Treasurer and to accept Dannie Kelley as Fire Department Secretary/Treasurer. MOTION- Jeffery Drake, 2nd Jeff Smith. VOTED- passed none opposed.
6. Discuss and possible approval to add Dannie Kelley and Clayton Nichols to the Fire Department bank accounts. MOTION- Jeffery Drake, 2nd -Dannie Kelley. VOTED- passed, none opposed.
7. Discuss and possible approval to add Clayton Nichols on

requisition of purchase orders. MOTION-
Jeff Smith. VOTED- passed, none opposed.

8. Discuss and possible approval to remove Dale Vanblaircom from receiving purchase orders and add Jeffery Drake. MOTION-Jeffery Drake, 2nd-Jeff Smith. VOTED-passed, none opposed.
9. Discuss and possible approval to remove Clark Kelley as safety officer and replace with Jeffery Drake. MOTION-Clayton Nichols, 2nd- Jeff Smith. VOTED-passed, none opposed.
10. Discuss and possible approval to appoint new captain.
TABLED

OLD BUSINESS: none

NEW BUSINESS: none

PUBLIC DISCUSSION: none signed in

MEETING ADJORN: 7:59pm

FIRE DEPARTMENT CHIEF:

FIRE DEPARTMENT
SECRETARY: _____

**PITTSBURG COUNTY COMMISSIONER
AUGUST 1, 2022
MEETING MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on August 1, 2022 at 9:00 A.M., Meeting held in the County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:34 A.M., July 29, 2022.

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

2. ROLL CALL: Roll was called.

Kevin Smith	Present
Charlie Rogers	Present
Ross Selman	Present

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

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MINUTES FROM:

A. REGULAR MEETING MINUTES FROM JULY 25, 2022: The minutes from the previous meeting, July 25, 2022 regular meeting were read. Rogers made a motion to approve the minutes; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: Greg Owen stated that at the 4-H state round-up Pittsburg County had 11 winners of scholarships. Owen introduced Reed Marcum as a State 4-H Hall of Fame winner and gave an overview of Reed's projects.

6. OFFICIALS – DEPARTMENT REPORTS:

A. COUNTY CLERK:

i. LETTER CHANGING RECEIVING OFFICERS – KIOWA FIRE DEPARTMENT: Smith read a letter from Kiowa Fire Chief changing requisitioning and receiving officers.

7. FISCAL TRANSACTIONS:

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

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

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

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

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

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AYE: Kevin Smith
 Charlie Rogers
 Ross Selman

NAY: None.

Motion Passed.

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
District #3	991	\$ 200.00	Unifirst 1 st Aid
District #2	992	\$ 1,500.00	Kiamichi Automotive
Expo	993	\$ 200.00	Johnny's Market
Animal Shelter	994	\$ 125.00	H2O Depot
District #2	995	\$ 200.00	Unifirst 1 st Aid
District #2	996	\$ 2,000.00	Cintas
Animal Shelter	997	\$ 125.00	Unifirst
Asphalt Plant	998	\$ 200.00	Comdata
District #2	1000	\$ 300.00	H2O Depot
Asphalt Plant	1003	\$ 100.00	H2O Depot
District #2	1004	\$ 1,500.00	Rinker's Automotive
District #3	1005	\$ 1,500.00	T&W Tire
District #3	1006	\$ 2,000.00	Unifirst
Animal Shelter	1007	\$ 200.00	Comdata
Asphalt plant	1008	\$ 200.00	Cintas
District #3	1010	\$10,000.00	Comdata
District #3	1011	\$ 1,000.00	Kiamichi Automotive
Building Maintenance	1013	\$ 550.00	H2O Depot
Building Maintenance	1014	\$ 400.00	Cintas
Sheriff	1015	\$10,000.00	Comdata
Sheriff	1016	\$ 2,500.00	Comdata
District Attorney	1017	\$ 100.00	H2O Depot
District Attorney	1018	\$ 1,000.00	Comdata
District Attorney	1019	\$ 50.00	OTA Pikepass
Emergency Mgmt	1020	\$ 2,000.00	Comdata
Emergency Mgmt	1021	\$ 40.00	OTA Pikepass
Emergency Mgmt	1022	\$ 300.00	Cintas 1 st Aid

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DEPT	PO	AMOUNT	VENDOR
Emergency Mgmt	1023	\$ 500.00	Walmart
Emergency Mgmt	1024	\$ 1,500.00	Lowes
Emergency Mgmt	1025	\$ 500.00	Kiamichi Automotive
Emergency Mgmt	1026	\$ 500.00	Atwood's
Emergency Mgmt	1027	\$ 500.00	Staples
Emergency Mgmt	1028	\$ 212.00	Prokill
Emergency Mgmt	1029	\$ 106.00	Prokill
Alderson Fire Dept	1030	\$ 1,000.00	Comdata
Ashland Fire Dept	1031	\$ 1,000.00	Comdata
Ashland Fire Dept	1032	\$ 500.00	Kiamichi Automotive
Blanco Fire Dept	1033	\$ 500.00	Kiamichi Automotive
Blanco Fire Dept	1034	\$ 1,000.00	Comdata
Blue Fire Dept	1035	\$ 1,000.00	Titus Snow
Blue Fire Dept	1036	\$ 1,000.00	Comdata
Bugtussle Fire Dept	1037	\$ 700.00	Comdata
Canadian Fire Dept	1038	\$ 1,000.00	Comdata
Canadian Shores Fire Dept	1039	\$ 1,000.00	Comdata
Canadian Fire Dept	1040	\$ 300.00	Eufaula Auto Part
Fire Fighters Assoc	1041	\$ 216.00	Prokill
High Hill Fire Dept	1042	\$ 1,000.00	Comdata
Haileyville Fire Dept	1043	\$ 1,000.00	Comdata
Haywood/Arpelar Fire Dept	1044	\$ 1,000.00	Comdata
Highway 9 Fire Dept	1045	\$ 1,000.00	Comdata
Indianola Fire Dept	1046	\$ 1,000.00	Comdata
Russellville Fire Dept	1047	\$ 1,000.00	Comdata
Russellville Fire Dept	1048	\$ 1,000.00	Quinton Auto Parts
Sam's Point Fire Dept	1049	\$ 1,000.00	Comdata
Shady Grove Fire Dept	1050	\$ 1,000.00	Comdata
Tannehill Fire Dept	1051	\$ 1,000.00	Comdata
Visual Inspection	1052	\$ 700.00	Comdata
Health Dept	1053	\$ 120.00	St Francis Health System
Jail	1054	\$ 500.00	O'Reilly's
Jail	1055	\$ 250.00	Cintas 1 st Aid
Jail	1056	\$ 400.00	Pepsi Cola

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DEPT	PO	AMOUNT	VENDOR
Sheriff	1057	\$ 500.00	Holman's Fast Lube
Jail	1058	\$ 500.00	H2O Depot
Jail	1059	\$ 500.00	Lowes
Jail	1060	\$ 500.00	Bemac
Jail	1061	\$ 300.00	Holman's Fast Lube
Jail	1062	\$ 500.00	Locke Supply
Sheriff	1063	\$ 600.00	Pepsi Cola
Sheriff	1064	\$ 500.00	Walmart

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

AYE: Kevin Smith
 Charlie Rogers
 Ross Selman

NAY: None.

Motion Passed.

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

VENDOR	UNLEADED NON ETHANOL	UNDYED LOW S. DIESEL	DYED LOW S. DIESEL	PROPANE
RAM INC.	3.3400	3.8800	3.8800	2.4900
HOOTEN	3.69604	4.18114	4.18464	No Bid
HOPKINS	3.3900	4.0000	4.0000	2.4900

Selman made a motion to award unleaded, undyed low sulfur diesel and dyed low sulfur diesel to Ram and propane to Ram and Hopkins with the stipulation that if the vendor cannot deliver, to move to the next lowest bidder and that the fuel bids are for today only; seconded by Rogers.

Chairman Smith left the meeting at 9:15 A.M.

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AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS:

A. APPROVE/DISAPPROVE PAY APPLICATION NO. 5 TO MARTIN ROOFING FOR THE EXXPO CENTER ROOF PROJECT, PROJECT NO. ARPA-21.004: Selman made a motion to table the item from the agenda; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

9. AGENDA ITEMS:

A. APPROVE/DISAPPROVE DETENTION TRANSPORTATION CONTRACT BETWEEN OKLAHOMA OFFICE OF JUVENILE AFFAIRS AND PITTSBURG COUNTY: Rogers stated that the contract is for \$12.00 per hour for July – October and for \$17.00 per hour for November – June. Rogers made a motion to approve the contract; seconded by Selman.

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

B. VERBALLY APPROVE/DISAPPROVE CONTRACT BETWEEN OKLAHOMA DEPARTMENT OF MENTAL HEALTH & SUBSTANCE ABUSE SERVICES AND MCINTOSH/PITTSBURG COUNTY DISTRICT COURT: Rogers made a motion to approve the contract; seconded by Selman.

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

C. APPROVE/DISAPPROVE PLAT FOR EUFAULA LAKE PRIVATE ESTATES SUBDIVISION: The representative from Eufaula Lake Private Estates explained where the subdivision is located and that the roads will be private roads. Rogers made a motion to approve the plat without accepting the roads; seconded by Selman.

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

The board moved down the agenda to item 9F.

F. RESOLUTION 23-017 TO CANCEL PURCHASE ORDER - SHERIFF: Rogers read the resolution stating purchase order 606. Rogers made a motion to cancel the purchase order; seconded by Selman.

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

G. RESOLUTION 23-018 TO CANCEL PURCHASE ORDERS – ASPHALT PLANT:

Rogers read the resolution stating purchase orders 9018, 9353, 9439, 9978 and 10397. Selman made a motion to cancel the purchase orders; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

H. RESOLUTION 23-019 TO DECLARE BURN BAN EMERGENCY MANAGEMENT:

Kevin Enloe stated that 100% of the fire departments are in favor of a 14 day burn ban. Enloe also stated that the county is drought monitor is in extreme drought with less than ¼” of rainfall in the next 7day forecast. Rogers made a motion to approve the burn ban; seconded by Selman.

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

10. NEW BUSINESS:

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

11. ROAD CROSSING PERMIT:

A. 23.007, RIVERSIDE MIDSTREAM WATER RESOURCES, LLC (PERMANENT WATERLINE) – DISTRICT 3: Selman made a motion to table the item from the agenda; seconded by Rogers.

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AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

B. 23.008, TALL OAK WOODFORD (GAS PIPELINE) – DISTRICT 3: Selman made a motion to table the item from the agenda; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

C. 23.009, TALL OAK WOODFORD (GAS PIPELINE) – DISTRICT 3: Selman made a motion to table the item from the agenda; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

Smith rejoined the meeting at 9:25 A.M.

The board moved back up the agenda to item 9D.

D. ACCEPT/DENY PETITION TO CLOSE A SECTION LINE, LOCATED BETWEEN SECTION 3, TOWNSHIP 4 NORTH, RANGE 14 EAST AND SECTION 34, TOWNSHIP 5 NORTH, RANGE 14 EAST: Smith made a motion to accept the petition; seconded by Rogers.

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AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

E. APPROVE/DISAPPROVE PUBLIC HEARING NOTICE TO CLOSE A SECTION LINE, LOCATED BETWEEN SECTION 3, TOWNSHIP 4 NORTH, RANGE 14 EAST AND SECTION 34, TOWNSHIP 5 NORTH, RANGE 14 EAST: Smith made a motion to approve the public hearing notice; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

12. 10:00 A.M. - BID OPENINGS: None.

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

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

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2022-2023

Date Range: 08/01/2022 to 08/01/2022

PO	Warrant No.	Vendor Name	Purpose	Amount
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ARPA 2021

1566-1-2000-2005

000967	000005	ALEXANDERS REFRIGERATION	HVAC	\$ 5,670.00
			Total:	\$ 5,670.00

CARES

1565-1-2000-2005

000854	000002	LOWES	FANS	\$ 911.90
			Total:	\$ 911.90

Donations

1235-2-0400-2208

000673	000001	SPARTAN ARMOR SYSTEMS	DEPUTY SUPPLIES	\$ 4,505.89
			Total:	\$ 4,505.89

Drug Court

7206-1-1900-2005

000205	000015	REDWOOD TOXICOLOGY LABORATOR	DRUG TESTING SUPPLIE	\$ 1,702.00
			Total:	\$ 1,702.00

Econ Dev Trust

7603-4-0500-2005

000517	000027	P & K EQUIPMENT	POLE SAW PARTS	\$ 55.67
000520	000028	LOWES	SHOP SUPPLIES	\$ 52.61
000527	000029	LOWES	WASHERS	\$ 13.60
000531	000030	P & K EQUIPMENT	POLE SAW PARTS	\$ 17.00
000555	000031	PIT STOP POP A LOCK	KEYS	\$ 40.00
000642	000032	LOWES	MAINTENANCE SUPPLIE	\$ 13.84
000856	000033	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 36.89
			Total:	\$ 229.61

PO	Warrant No.	Vendor Name	Purpose	Amount
Emergency Mgmt				
1212-2-2700-2005				
000128	000010	ADVANCED THERMAL SOLUTIONS	LEAK DETECTION	\$ 805.00
			Total:	\$ 805.00
General				
0001-1-1000-1310				
000979	000309	TRAMMELL, LOREN H.	TRAVEL	\$ 88.50
			Total:	\$ 88.50
0001-1-1000-2005				
000374	000310	KELLPRO SOFTWARE & TECHNOLOG	HARD DRIVE	\$ 299.00
			Total:	\$ 299.00
0001-1-2200-2005				
000818	000311	AT&T MOBILITY	MONTHLY SERVICE	\$ 31.20
			Total:	\$ 31.20
0001-1-3300-2005				
000166	000312	JE SYSTEMS INC	FIRE ALARM INSPECTIO	\$ 2,105.00
000612	000313	BEMAC SUPPLY	AIR FILTERS	\$ 120.34
000690	000314	LOWES	MAINTENANCE SUPPLIE	\$ 320.07
000838	000315	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 140.47
000902	000316	A-1 MINI STORAGE	STORAGE RENTAL	\$ 35.00
000973	000317	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 463.20
			Total:	\$ 3,184.08
0001-2-0400-2005				
000816	000318	AT&T MOBILITY	MONTHLY SERVICE	\$ 1,120.16
			Total:	\$ 1,120.16
0001-2-2700-1310				
000914	000319	BAUGHMAN, LEONARD C.	TRAVEL	\$ 64.13
			Total:	\$ 64.13
0001-2-2700-2005				
000030	000320	CINTAS FIRST AID AND SAFETY #418	FIRST AID SUPPLIES	\$ 135.04
000912	000321	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 135.00
000913	000322	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 33.35
			Total:	\$ 303.39

PO	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-6-0800-1310				
000620	000323	SELMAN, WILLIAM R.	TRAVEL EXPENSES	\$ 192.00
000963	000324	CRENSHAW, SANDRA	TRAVEL EXPENSES	\$ 302.19
			Total:	\$ 494.19
Health				
1216-3-5000-2005				
000117	000014	PACE HEAT & AIR	A/C REPAIR	\$ 755.16
000180	000015	PRO KILL INC.	PEST CONTROL	\$ 158.00
000546	000016	MCKESSON MEDICAL SURGICAL	MEDICAL SUPPLIES	\$ 557.69
000903	000017	LOWES	BATTERIES ETC	\$ 100.12
000904	000018	WALMART COMMUNITY CARD	HEALTH DEPT SUPPLIES	\$ 85.95
000905	000019	WHITES ELECTRIC	BULBS ETC.	\$ 193.62
000938	000020	BEMAC SUPPLY	COIL CLEANER	\$ 29.56
			Total:	\$ 1,880.10
Highway				
1102-6-4100-1310				
000959	000217	ROGERS, CHARLES W.	TRAVEL	\$ 147.50
000960	000218	MATHIS, DONALD W.	TRAVEL	\$ 147.50
			Total:	\$ 295.00
1102-6-4100-2005				
000633	000219	WARREN POWER & MACHINERY INC.	RUBBER SEAL	\$ 172.50
000662	000220	KIRBY SMITH INC.	FILTERS	\$ 513.29
000674	000221	RAM INC	FUEL	\$ 6,349.50
000675	000222	OK TIRE	TIRES & SERVICES	\$ 488.92
000676	000223	PREMIER TRUCK GROUP	TRUCK PARTS	\$ 1,026.27
000677	000224	RAM INC	FUEL	\$ 1,909.00
000687	000225	ATWOODS	CHAINSAW CHAINS	\$ 59.97
000688	000226	PREMIER TRUCK GROUP	FILTERS	\$ 811.45
000817	000227	FASTENAL	BOLTS ETC	\$ 106.66
000850	000228	TRUE VALUE HARTSHORNE	DRILL BITS	\$ 49.99
000860	000229	P & K EQUIPMENT	EQUIPMENT REPAIR	\$ 3,743.66
000865	000230	TRUE VALUE HARTSHORNE	WEED EATER LINE	\$ 17.99
000910	000231	PEPSI-COLA BOTTLING CO.	BOTTLED WATER	\$ 279.00
			Total:	\$ 15,528.20
1102-6-4200-1310				
000961	000232	SMITH, KEVIN	TRAVEL	\$ 296.00

PO	Warrant No.	Vendor Name	Purpose	Amount
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Highway

1102-6-4200-1310

Total: \$ 296.00

1102-6-4200-4110

000851	000233	KIAMICHI AUTOMOTIVE WAREHOUSE	WATER COOLER	\$ 5,784.00
			Total:	\$ 5,784.00

1102-6-4300-1310

000962	000234	SELMAN, WILLIAM R.	TRAVEL	\$ 147.50
			Total:	\$ 147.50

Hwy-ST

1313-6-8040-2005

000386	000118	DOLESE	#4 SCREENINGS	\$ 4,970.44
000387	000119	DOLESE	3/8" #2 COVER CHIPS	\$ 8,129.94
000489	000120	DOLESE	#4 SCREENINGS	\$ 4,898.32
000680	000121	ASPHALT & FUEL SUPPLY	ASPHALT BINDER	\$ 23,006.50
000726	000122	ASPHALT & FUEL SUPPLY	ASPHALT BINDER	\$ 21,858.40
000899	000123	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS	\$ 249.33
000917	000124	RAM INC	FUEL	\$ 12,082.56
000974	000125	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 120.75
			Total:	\$ 75,316.24

1313-6-8041-2005

000359	000126	LINDLEYS GROCERY	INMATE LUNCHES	\$ 89.45
000364	000127	O REILLY AUTO PARTS	PARTS & SHOP SUPPLIE	\$ 185.13
000366	000128	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 422.26
000855	000129	LONGTOWN RW&S DIST. #1	MONTHLY SERVICE	\$ 40.00
			Total:	\$ 736.84

1313-6-8042-2005

000144	000130	DISCOUNT STEEL	METAL PLATE	\$ 105.00
000328	000131	RAM INC	FUEL	\$ 6,006.42
000492	000132	OK TIRE	TIRES	\$ 183.52
000494	000133	M & M SUPPLY CO.	FIRE HOSE	\$ 152.68
000617	000134	RAM INC	FUEL	\$ 5,592.96
000625	000135	RAM INC	FUEL	\$ 9,137.51
000629	000136	P & K EQUIPMENT	BOLTS, NUTS, & WASHER	\$ 381.60
000686	000137	KIAMICHI AUTOMOTIVE WAREHOUSE	OIL	\$ 3,195.00
000697	000138	SOUTHEASTERN TRUCK & TRAILER	PARTS & SHOP SUPPLIE	\$ 226.40
000827	000139	CANAM ROAD SERVICES	SENSOR	\$ 850.00

PO	Warrant No.	Vendor Name	Purpose	Amount
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Hwy-ST

1313-6-8042-2005

000857	000140	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 650.22
000864	000141	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 137.88
000933	000142	MCELROY, JILL E.	CONTRACT SERVICES	\$ 350.00
			Total:	\$ 26,969.19

1313-6-8043-2005

000400	000143	DOLESE	1 1/2" CRUSHER RUN	\$ 4,889.80
000470	000144	PATRIOT AUTO GROUP	TRUCK PARTS	\$ 285.44
000826	000145	US CELLULAR	MONTHLY SERVICE	\$ 435.60
			Total:	\$ 5,610.84

Jail-ST

1315-2-8034-2005

000643	000078	INDIAN NATION WHOLESALE CO.	JANITORIAL SUPPLIES	\$ 160.99
000715	000079	US FOODS	KITCHEN SUPPLIES	\$ 273.75
000916	000080	INDIAN NATION WHOLESALE CO.	Jail Supplies	\$ 183.06
000920	000081	JAMESCO ENTERPRISES LLC	Jail Supplies	\$ 903.37
000923	000082	PERFORMANCE FOODSERVICE - LITT	INMATE GROCERIES	\$ 1,606.47
000942	000084	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 80.37
			Total:	\$ 3,208.01

1315-2-8034-2012

000924	000083	US FOODS	INMATE GROCERIES	\$ 2,889.29
000713	000085	US FOODS	INMATE GROCERIES	\$ 3,189.29
000724	000086	PERFORMANCE FOODSERVICE - LITT	INMATE GROCERIES	\$ 1,436.61
			Total:	\$ 7,515.19

Mental Health

7207-1-1900-2005

000204	000001	REDWOOD TOXICOLOGY LABORATOR	DRUG TESTING SUPPLIE	\$ 1,043.00
			Total:	\$ 1,043.00

Misdemeanor Drug Recovery Fund

7211-1-1900-2005

000203	000005	REDWOOD TOXICOLOGY LABORATOR	DRUG TESTING SUPPLIE	\$ 523.50
			Total:	\$ 523.50

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8204-2005				
000985	000049	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 331.95
000986	000050	VERIZON	MONTHLY SERVICE	\$ 40.90
			Total:	\$ 372.85
1321-2-8205-2005				
000767	000051	KIAMICHI ELECTRIC COOP.	MONTHLY SERVICE	\$ 80.00
000976	000052	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 389.56
			Total:	\$ 469.56
1321-2-8206-2005				
000981	000053	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 144.97
			Total:	\$ 144.97
1321-2-8212-2005				
000862	000054	COOKSON HILLS ELECTRIC COOP.	MONTHLY SERVICE	\$ 104.00
			Total:	\$ 104.00
1321-2-8214-2005				
000858	000055	THE BURROWS AGENCY	INSURANCE	\$ 7,770.00
			Total:	\$ 7,770.00
1321-2-8214-4110				
000631	000056	VICARS POWERSPORTS	UTV	\$ 25,052.30
			Total:	\$ 25,052.30
1321-2-8216-2005				
000958	000057	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 243.09
			Total:	\$ 243.09
1321-2-8217-2005				
000861	000058	LONGTOWN RW&S DIST. #1	MONTHLY SERVICE	\$ 96.40
			Total:	\$ 96.40
1321-2-8217-4110				
000504	000059	CERTIFIED REFRIGERATION	A/C UNIT	\$ 5,460.32
			Total:	\$ 5,460.32

PO	Warrant No.	Vendor Name	Purpose	Amount
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Rural Fire-ST

1321-2-8219-2005

000317	000060	T & W TIRE	TIRE ETC.	\$ 363.85
000348	000061	FREEDOM FORD	TRUCK REPAIRS	\$ 5,826.98
000503	000062	FREEDOM FORD	TRUCK REPAIR	\$ 2,004.52
			Total:	\$ 8,195.35

1321-2-8222-2005

000934	000063	PITTSBURG PUBLIC WORKS AUTH.	MONTHLY SERVICE	\$ 63.00
000935	000064	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 48.69
			Total:	\$ 111.69

1321-2-8225-2005

000871	000065	US CELLULAR	MONTHLY SERVICE	\$ 44.48
000872	000066	H & H ALARM CO INC	MONTHLY SERVICE	\$ 35.00
000953	000067	RURAL WATER DIST #18	MONTHLY SERVICE	\$ 200.00
000955	000068	THE BURROWS AGENCY	INSURANCE	\$ 1,210.00
			Total:	\$ 1,489.48

1321-2-8227-2005

000900	000069	REPUBLIC SERVICES # 375	MONTHLY SERVICE	\$ 150.41
000901	000070	US CELLULAR	MONTHLY SERVICE	\$ 109.65
			Total:	\$ 260.06

SH Commissary

1223-2-0400-2005

000605	000007	COMMISSARY EXPRESS	KIOSK FEES	\$ 113.75
000607	000008	COMMISSARY EXPRESS	INMATE PHONE TIME	\$ 286.00
000649	000009	CUSTOM TECHNOLOGIES LLC	INMATE COMMISSARY	\$ 1,447.59
000720	000010	US FOODS	INMATE COMMISSARY	\$ 555.08
000836	000011	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 132.00
000849	000012	BANCFIRST	ACCOUNTING SERVICES	\$ 151.61
000927	000013	US FOODS	INMATE COMMISSARY	\$ 358.86
			Total:	\$ 3,044.89

SH Svc Fee

1226-2-0400-2005

000077	000083	T & W TIRE	VEHICLE MAINTENANCE	\$ 249.95
000822	000084	AT&T MOBILITY	MONTHLY SERVICE	\$ 1,601.60
			Total:	\$ 1,851.55

PO	Warrant No.	Vendor Name	Purpose	Amount
SH Svc Fee				
1226-2-3400-2005				
000261	000085	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 235.97
000707	000086	U LINE	LABELS ETC	\$ 653.74
000718	000087	PERFORMANCE FOODSERVICE - LITT	KITCHEN SUPPLIES	\$ 153.66
000719	000088	US FOODS	KITCHEN SUPPLIES	\$ 20.84
000721	000089	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES	\$ 655.01
000753	000090	FUSION	MONTHLY SERVICE	\$ 436.03
000758	000091	CINTAS FIRST AID AND SAFETY #418	FIRST AID SUPPLIES	\$ 142.55
000926	000092	US FOODS	KITCHEN SUPPLIES	\$ 92.92
000821	000093	PEPSI-COLA BOTTLING CO.	INMATE WORK CREW	\$ 222.50
000918	000094	PERFORMANCE FOODSERVICE - LITT	KITCHEN SUPPLIES	\$ 153.59
000919	000095	US FOODS	CLEANING SUPPLIES	\$ 785.93
000949	000096	PENROD, MELINDA	CONTRACT LABOR	\$ 600.00
			Total:	\$ 4,152.74

Grand Total: \$ 223,081.91

Purchase Orders By Account

Fiscal Year : 2021-2022
Date Range: 08/01/2022 to 08/01/2022

PO	Warrant No.	Vendor Name	Purpose	Amount
CBRI				
1103-6-4200-2075				
009518	000076	SUNBELT EQUIPMENT	USED STEEL PIPE	\$ 19,825.00
			Total:	\$ 19,825.00
Donations				
1235-2-0400-2204				
011102	000026	OMG NATIONAL	DEPARTMENT SUPPLIES	\$ 418.00
			Total:	\$ 418.00
Drug Court				
7206-1-1900-2005				
009006	000191	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 241.37
			Total:	\$ 241.37
Econ Dev Trust				
7603-4-0500-2005				
011149	000382	BRIGGS PRINTING	RECEIPT BOOKS ETC.	\$ 184.00
			Total:	\$ 184.00
General				
0001-1-0100-2005				
011202	004293	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 1,402.00
			Total:	\$ 1,402.00
0001-1-1000-2005				
008534	004294	EMBASSY SUITES NORMAN	LODGING	\$ 100.00
			Total:	\$ 100.00
0001-1-3300-2005				
011234	004295	MIDWEST PRINTING	WARRANTS ETC.	\$ 2,074.00

PO	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-1-3300-2005				
			Total:	\$ 2,074.00
0001-5-0900-2005				
011121	004296	NATIONAL BUSINESS FURNITURE	CHAIRS	\$ 712.20
			Total:	\$ 712.20
0001-6-0800-2005				
011145	004297	BRIGGS PRINTING	RECEIPT BOOKS	\$ 85.00
			Total:	\$ 85.00
Health				
1216-3-5000-1110				
010722	000412	OKLA. STATE DEPT. OF HEALTH	PERSONAL SERVICES	\$ 36,963.57
			Total:	\$ 36,963.57
Highway				
1102-6-6520-2005				
007285	002719	CINTAS CORPORATION # 618	UNIFORM MAINTENANCE	\$ 1,438.12
			Total:	\$ 1,438.12
Hwy-ST				
1313-6-8040-2005				
011064	003052	DOLESE	3/8" #2 COVER CHIPS	\$ 6,649.19
			Total:	\$ 6,649.19
1313-6-8041-2005				
011032	003053	DIRECT DISCOUNT TIRE	TIRES	\$ 1,170.00
			Total:	\$ 1,170.00
1313-6-8042-2005				
008299	003054	CINTAS CORPORATION # 618	UNIFORM MAINTENANCE	\$ 1,842.11
009435	003055	CINTAS CORPORATION # 618	UNIFORM MAINTENANCE	\$ 1,252.50
009554	003056	DIRECT DISCOUNT TIRE	TIRES	\$ 1,792.00
009944	003057	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 1,442.61
010207	003058	DOLESE	1 1/2" ODOT BASE TYPE	\$ 1,105.48
010216	003059	DOLESE	2 1/2" CRUSHER RUN	\$ 1,521.76

PO	Warrant No.	Vendor Name	Purpose	Amount
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Hwy-ST

1313-6-8042-2005

010395	003060	CINTAS CORPORATION # 618	BLANKET	\$ 1,564.90
010402	003061	KIAMICHI AUTOMOTIVE WAREHOUSE	BLANKET	\$ 1,282.95
010460	003062	PRO KILL INC.	PEST CONTROL	\$ 74.00
010491	003063	DOLESE	8" SURGE	\$ 1,395.18
011012	003064	RINKERS AUTO	AUTO & SHOP SUPPLIES	\$ 2,910.40
011014	003065	P & K EQUIPMENT	PARTS	\$ 240.06
011015	003066	WHITES TRACTOR & EQUIP	EQUIP PARTS	\$ 384.00
011016	003067	TOLIVER CHEVROLET	FUEL PUMP	\$ 555.58
011024	003068	STANDARD MACHINE & WELDING	HOSE	\$ 43.95
011055	003069	STANDARD MACHINE & WELDING	BOLTS & NUTS	\$ 10.32
011094	003070	RINKERS AUTO	FUEL ADDITIVE	\$ 3,800.00
011096	003071	HATCO FEED STORE	WEED KILLER	\$ 1,500.00
011097	003072	HATCO FARM & RANCH ADA	WEED SPRAYING	\$ 520.00
011110	003073	STANDARD MACHINE & WELDING	TRAILER PARTS	\$ 245.30
011131	003074	CAR BONZ SALVAGE & SALES	BUMPER	\$ 400.00
011152	003075	DOLESE	1 1/2" CRUSHER RUN	\$ 9,254.49
011236	003076	WHITES TRACTOR & EQUIP	EQUIPMENT PARTS	\$ 160.00
011273	003077	DOLESE	1 1/2" CRUSHER RUN	\$ 4,353.69
011274	003078	WHITES TRACTOR & EQUIP	SHAFT	\$ 416.00
011275	003079	ADAMS TRUE VALUE	SPRAY GUN	\$ 145.00
011323	003080	DIRECT DISCOUNT TIRE	TIRES	\$ 3,205.00
011361	003081	SOUTHEASTERN TRUCK & TRAILER	RADIO MICS	\$ 48.10
011373	003082	HATCO FEED STORE	PLUMBING PARTS	\$ 2.75

Total: \$ 41,468.13

Grand Total: \$ 112,730.58

Ram, Inc. submits the following fuel bids for the week: August 1st, 2022.

UL	CLEAR	DYED	LP
3.3400	3.8800	3.8800	2.4900

FILED
AUG 01 2022
TIME 8:20 AM
HOPE TRAMMELL, COUNTY CLERK
PITTSBURGH COUNTY
BY VO DEPUTY

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

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



OKLAHOMA
OFFICE OF JUVENILE AFFAIRS

FY2023 CONTRACT

DETENTION TRANSPORTATION

PITTSBURG COUNTY COMMISSIONERS

Rachel C. Holt, Executive Director

Greg Delaney, Deputy Director
Community-based Support

Rodney McKnight, District Supervisor
District 7, Juvenile Services Unit

**STATE OF OKLAHOMA
OFFICE OF JUVENILE AFFAIRS
DETENTION TRANSPORTATION CONTRACT
Pittsburg County Commissioners**

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**STATE OF OKLAHOMA
OFFICE OF JUVENILE AFFAIRS
DETENTION TRANSPORTATION
FY2023 CONTRACT**

This agreement, consisting of 11 pages (“Contract”), between the Oklahoma Office of Juvenile Affairs, (“OJA”) and

**Pittsburg County Commissioners
115 E. Carl Albert
McAlester, OK 74501
FEI# 7360064072**

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

RECITALS

WHEREAS 10A O.S. § 2-3-103. B, provides that the County Sheriffs and or their designee shall provide transportation to and from secure detention for the transportation of juveniles to and from secure detention for purposes of admission, interfacility transfer, discharge, medical or dental attention, court appearance, or placement designated by the office.

NOW, THEREFORE, the parties agree as follows:

I. CONTRACT PERIOD

The term of the Contract shall be effective from the latter of the 1st day of July 2022 or date a transportation order is issued, to the 30th day of June 2023. Work done before the effective date of the Contract is at the Contractor’s risk. The Contract may be renewed at one (1) year intervals for two additional years at the same or modified terms.

- Base Year – FY23: July 1, 2022 – June 30, 2023
- 1st Renewal Option – FY24: July 1, 2023-June 30, 2024
- 2nd Renewal Option – FY25: July 1, 2024 – June 30, 2025

II. COMPENSATION

A. Allowable Cost and Payment

OJA will pay Contractor to provide secure transportation for eligible juveniles in Pittsburg County.

B. Transportation

OJA shall reimburse Contractor for necessary and actual expenses of transporting juveniles who are detained in or destined for a secure detention center pursuant to 10A O.S. § 2-3-103. B. Payment for reimbursable services rendered by Contractor will be made only upon receipt from Contractor of documented monthly claims in the format and in accordance with procedures prescribed by OJA. OJA shall provide reimbursement to the entity transporting juveniles for necessary and actual expenses for transporting juveniles who are detained in or destined for a secure detention center as follows:

1. Service Fees
 - a) Fee for the cost of personal services are as follows:
 - Jul 01, 2022 – Oct 31, 2022, at the rate of Twelve Dollars (\$12.00) per hour.
 - Nov 01, 2022 – Jun 30, 2023, at the rate of Seventeen Dollars (\$17.00) per hour.

- b) Mileage reimbursement for each mile actually traveled at the rate established in State Travel Reimbursement Act.
- c) Meals for transporting personnel, not to exceed are as follows:
 Jul 01, 2022 – Oct 31, 2022, at the rate of Six Dollars (\$6.00) per meal.
 Nov 01, 2022 - Jun 30, 2023, at the rate of Ten Dollars (\$10.00) per meal; and
- d) Meals for juveniles being transported, not to exceed are as follows:
 July 01, 2022 – Oct 31, 2022, at the rate of Six Dollars (\$6.00) per meal.
 Nov 01, 2022 – June 30, 2023, at the rate of Ten Dollars (\$10.00) per meal.

Final billings shall be submitted to OJA within sixty (60) days of the end of this contract year. Monthly billings submitted after sixty (60) days from the final month of service will be subject to non-reimbursement.

In the event any cost items claimed by Contractor are subsequently disallowed by OJA as cost items of this contract, Contractor shall repay OJA, on demand, the amount of any such disallowed items or at the discretion of OJA, OJA may deduct such amounts from subsequent payments due to Contractor. Any such deduction shall be without prejudice to the rights, if any, of Contractor to thereafter establish the allowability of any such cost under this contract.

III. GENERAL TERMS AND CONDITIONS

A. Appeal

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

B. Assignment and Subcontracting

1. Assignment

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

2. Subcontracting

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

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

3. Subcontract Modification

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

C. Audit

1. Federal Funds

a) In accordance with 2 CFR 200.501(a) a non-Federal entity that expends \$750,000.00 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

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

c) In accordance with 2 CFR 200.514(a), the audit must be conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

2. State Funds

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

3. Auditor Approval and Audit Distribution

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

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

D. Civil Rights

Contractor shall at all times comply (and will require any subcontractors to comply) with all nondiscrimination requirements imposed by law. There shall be no discrimination against any person or group of persons on account of race, color, religion, creed, national origin, sex, gender identity, sexual orientation, age, military status, disability, or any other lawfully protected status in the performance of this Agreement.

Contractor agrees that in the event a federal or state court or administrative agency makes a finding of discrimination on the basis of race, color, religion, creed, national origin, sex, gender identity, sexual orientation, age, military status, disability or any other lawfully protected status after a due process hearing against Contractor or a

subcontractor, Contractor shall forward a copy of the finding to OJA to be forwarded to the appropriate authorities. Contractor also agrees to immediately notify OJA's Advocate General of any and all civil rights complaint(s) by persons receiving services under this Contract; and further, Contractor agrees to fully cooperate with any investigation, request for information, legal proceeding, or other such matters related to such complaint(s).

E. Compliance with Laws, Statutes, and Regulations

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

1. Choice of Law

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

2. Choice of Venue

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

3. Limitation of Liability

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

4. Oklahoma Open Records Act

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

5. Family Educational Rights and Privacy Act

Contractor agrees to comply with applicable provisions of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, as well as other relevant laws and regulations applicable to the confidentiality of student education information and records. Contractor acknowledges that during the course of performing its contract duties it may have access to confidential education records, as defined by FERPA, and Contractor agrees that it will not disclose any such education information or records except to perform its duties under this Agreement or as required by law.

F. Extension Option

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

G. Contract Modification

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

H. Certifications

Contractor Certifies to the following:

1. Debarment, or Suspension

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

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local entity.
- b) Have not within a three (3)-year period preceding this Contract been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) and
- d) Have not within a three-year period preceding this Contract had one (1) or more public (Federal, State or local) contracts terminated for cause or default.

2. Prohibition of State Employees Participating in the Development of this Contract

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

I. Drug-Free Workplace

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

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

J. Duplicate Billing Prohibition

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

K. Employment Relationship

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

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

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

M. Indemnity

1. Non-Governmental entities

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

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

2. Governmental entities

Unless prohibited by Article 10 of the Oklahoma Constitution and the *Governmental Tort Claim Act*, 51 O.S. §§ 151-200, Contractor agrees to the extent allowed by law, to indemnify and hold OJA, and its Board Members, officers, directors, and employees, harmless from any and all bodily injuries and property damages, civil rights violations, deficiencies or liability resulting from any action, inaction or conduct on the part of Contractor or non-fulfillment of any term or condition of this Contract. Contractor agrees to ensure that any subcontractor under this Contract shall indemnify and hold OJA, and its Board Members, officers, directors, and employees, harmless from any and all claims for bodily injuries, property damages, or other liabilities whatsoever arising from any subcontractor's actions, inaction, or other conduct related to or arising from this Contract.

N. Insurance

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

O. No Grant of Authority.

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

P. Monitoring and Financial Compliance Review

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

Q. Oklahoma Taxpayer and Citizen Protection Act of 2007

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

R. Confidentiality

The parties agree that neither Contractor nor any of its employees or any other person assisting with the services to be performed under this Agreement, shall publish any material, including on-line publications, or speak to or otherwise communicate with any representative of a television station, radio station, newspaper, magazine, website, or any other media outlet concerning the work outlined or contemplated by this Agreement without first obtaining approval of OJA's Executive Director.

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

S. Prior Unmet Contractual Obligations

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

T. Records

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

U. Responsibility for Actions of Employees.

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

V. Severability

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

W. Taxes

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

X. Termination

1. For Convenience

Either party may terminate this Contract by giving the other party thirty (30) day written notice of the termination. Notice may be provided via electronic (email) transmission of notice on letterhead.

2. For Cause

If Contractor fails to comply with the terms and conditions herein, OJA may, upon written notice of such noncompliance transmitted via Certified Mail or personal delivery to Contractor, cancel this Contract effective upon Contractor's receipt of notice as evidenced by proof of delivery. Such cancellation shall be in addition to any other rights

and remedies provided by law. If this Contract is terminated, then the State shall be liable only for payment under the payment provisions of this Contract for goods and services rendered before the effective date of termination.

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

3. Termination/ Contract Reduction Due to Lack of Funding

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

Reallocation of budgeted funds is at the sole discretion of OJA.

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

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

Y. Unallowable Costs

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

Z. Electronic Transactions

All transactions related to the Contract may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

III. SPECIAL TERMS AND CONDITIONS

A. Client Confidentiality

Contractor assures compliance with OJA's requirements pertaining to the protection, use and release of confidential information and applicable statutory provisions set forth in 10A O.S. §§ 1-6-102 through 1-6-108. Provider shall hold confidential all personal information regarding individuals, including lists of names, addresses, photographs, evaluations, and all other records of the client. This information may not be disclosed, directly or indirectly, unless consent is obtained in writing. Disposal of juvenile records is controlled by Title 10A §§ 2-6-101 *et seq.* and Title 67 O.S. § 305. If Contractor ceases doing business, all juvenile records shall be returned to OJA prior to final payment of Contractor claims by OJA.

B. Reporting Child Abuse

Contractor shall comply with the Oklahoma Children's Code, 10A O.S. § 1-2-101, regarding the reporting of child abuse and neglect. If Contractor knows or has reason to believe or reason to suspect any juvenile has been subject to abuse or neglect by any

person, the Contractor must immediately report the matter to the Department of Human Services Office of Client Advocacy at 1-800-522-8014 and to the OJA Advocate General at (405) 530-2939. Failure to report is a violation of Oklahoma law and is subject to prosecution. Failure to report suspected or actual abuse or neglect or failure to cooperate in investigations of abuse or neglect may result in immediate cancellation of the Contract at the sole discretion of OJA.

C. Prison Rape Elimination Act (P.R.E.A.)

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

IV. PROGRAM REQUIREMENTS

A. Service Provision

Contractor shall provide secure transportation for OJA custody youth to and from detention facilities, court, and other places as necessary.

1. Minimum Qualifications of Transport Personnel

Contractor shall provide secure transportation services with personnel that meet the following minimum qualifications and experience:

- a) Twenty-one (21) years of age or older.
- b) Shall possess a valid Oklahoma Driver's license.
- c) Provide a certificate of training in CPR/First Aid.
- d) Provide a motor vehicle report from the Oklahoma Department of Public Safety. Any violations listed will prohibit that individual from providing services under this contract. Contractor has the right to request a waiver in writing to OJA. OJA shall review the request and render a decision within 15 calendar days.
- e) Contractor shall ensure that personnel receive orientation in the procedures for secure transportation of high-risk juveniles, proper use of mechanical restraints, OJA abuse and neglect policies, confidentiality, and cultural diversity.


V. SIGNATURES

For the faithful performance of the terms of this contract the parties hereto in their capacities as stated, affix their signatures.

OFFICE OF JUVENILE AFFAIRS

COUNTY COMMISSIONERS

Greg Delaney, Division Director


County Commissioner

Date: _____

County Commissioner

County Commissioner

Date: 8/1/2022

STATE FISCAL YEAR 2023
BETWEEN
THE OKLAHOMA DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
AND
McIntosh/Pittsburg County District Court

This contract is made and entered into this **1st day of July 1, 2022** between the **State of Oklahoma-Oklahoma Department of Mental Health and Substance Abuse Services** (hereinafter referred to as "Department" or "ODMHSAS"), and **McIntosh/Pittsburg County District Court** (hereinafter referred to as "Contractor").

In consideration of the provisions set forth herein, the parties mutually agree to the following provisions and any attachment affixed or referenced hereto and incorporated herein.

I. STATUTORY AUTHORITY AND EFFECTIVE DATES OF CONTRACT

- A.** This contract is authorized pursuant to and in accordance with the provisions of 43A O.S. §1-101 *et seq.*, 450:1-3-14 through 450:1-3-21 of the Oklahoma Administrative Code, 22 O.S. §471 *et seq.*, 22 O.S. §472 *et seq.*, 10A O.S. §2-2-505 *et seq.* and other applicable statutes and is in effect for the period of **July 1, 2022 through June 30, 2023**. This contract has the option to renew for two additional one year periods (July 1 through June 30). A renewal letter will be issued to the Contractor to constitute each renewal option period. The option to renew shall be contingent upon the needs of the ODMHSAS, funding availability, and is at the sole discretion of the ODMHSAS.
- B.** The parties to this contract understand and acknowledge that the certainty of any future contracts or renewals is not automatic nor implied by this contract. The parties further acknowledge and understand this contract is effective only for the term set forth in Paragraph I (A) above. The Department, upon expiration of this contract and in its sole discretion, may offer the Contractor an opportunity to renew this contract for an additional term.
- C.** This contract, and any renewal made hereafter, is made subject to the availability of state and/or federal funds and if such funds become unavailable, or if the total amount of funds allocated hereunder should become depleted or reduced during the term of this contract, then this contract may be immediately reduced or terminated by the Department.

II. STATEMENT OF WORK

- A.** The Contractor shall provide the services as indicated and in the manner set forth in the most recent version(s) of the Criminal Justice Manual attached or incorporated by reference here. Statement(s) of work (SOW), Criminal Justice Manual, and other documents can be found on the Department's ARC website (<http://www.odmhsas.org/arc.htm>). Said Manual and other attachments shall be binding on the parties of this contract as if fully stated herein.

III. PERFORMANCE REQUIREMENTS

- A. The Contractor agrees to abide by all federal laws and regulations, all state laws and regulations, the provisions of this contract and addenda attached or referenced hereto, including but not limited to, all licensing, permit, or certification requirements; all applicable Department standards and criteria; labor laws and workers' compensation laws. Any act committed by a Contractor, its officers, directors, employees, or other authorized persons, which violates any of the foregoing will constitute a breach of this contract. Further, the Contractor shall insure any participant/consumer served by the Contractor pursuant to this contract shall receive care and treatment in accordance with 43A O.S. §1-101 *et seq.* and Title 450 of the Oklahoma Administrative Code. Failure to provide care and treatment in accordance with 43A O.S. §1-101 *et seq.* and Title 450 of the Oklahoma Administrative Code shall be deemed a breach of this contract. Abuse, neglect, and violation of client rights shall not be condoned. The Contractor is expected to take appropriate measures to prevent such instances, including termination or other appropriate discipline against any employee or agent of Contractor found to have (a) abused or neglected, mentally or physically, or otherwise violated the rights of any client or patient or (b) permitted such.
- B. Contractor agrees that grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended...in full accordance with U.S. statutory ...requirements."); 21 U.S.C. §§ 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.
- C. Contractor shall abide by all state and federal laws and regulations restricting the disclosure of participant/consumer information, including 43A O.S. §§1-109 and 3-422, 42 U.S.C. §290dd-2, 42 U.S.C. §290dd-3, 42 C.F.R. Part 2, 45 C.F.R. Parts 160 and 164 HITECH section of the American Recovery and Reinvestment Act (ARRA) and OAC 450-1-1-7.
- D. Contractor (and any subrecipients at any tier) must comply with, and are subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law or regulation related to a federal grant.

Contractor (and any subrecipients at any tier) must inform their employees, in writing (and in the predominant native language for the workforce), of employee

rights and remedies under 41 U.S.C. 4712. Potential fraud, waste, abuse, or misconduct involving or relating to federal funds should be reported to the Office of the Inspector General by (1) mail directed to: 950 Pennsylvania Avenue, N.W. Room 4706, Washington DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.

- E. Contractor agrees to possess and demonstrate compliance with all licenses, certifications, and permits that are required to lawfully perform the duties under this contract. Loss of required certification, permit, or license by the Contractor shall automatically terminate this contract.
- F. The Contractor shall not engage in any subcontract to provide the services herein without prior written approval of the Department. If approved, the Contractor shall be liable for any act of the subcontractor, including any act that constitutes a breach of this contract. An approved subcontractor shall be subject to the terms of this contract or grantor agency; and, if the source of funding is federal, subcontractor is also subject to subrecipient terms and conditions of that funding. The contractor or subcontractor shall not obligate the Department to pay any sums to the Contractor, subcontractor, or any other person or entity without the prior written approval of the Department. Any subcontracts shall be terminated if a conflict of interest arises between the subcontractor and the Department.
- G. Neither this contract, nor any part thereof, may be assigned without the prior written approval of the Department. If approved, the assignment is subject to the terms of this contract or grantor agency; and, if the source of funding is federal, subcontractor is also subject to subrecipient terms and conditions of that funding.
- H. In the performance of all services rendered under this contract, the Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture as between the parties.

Contractor assures that neither the Contractor, nor anyone subject to the contractor's direction or control, has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

Contractor also assures that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the Contractor to fulfill any of the services provided for under said contract. No current state employee will engage in the performance of the contract unless approved by the State Purchasing Director.

- I. Except as those offered through Department supported evidence-based practices, the Contractor shall not solicit participants/consumers through gratuitous offerings, incentives, gifts, or other offerings for any service provided by the Contractor; nor shall the Contractor allow any other provider to solicit

participants/consumers of the Contractor through gratuitous offerings, incentives, gifts, or other offerings. The Contractor shall not use any coercion, duress, force, or similar action, real or threatened, against any participants/consumers for the purpose of soliciting participants/consumers, or for the purpose of hindering or obstructing any investigation conducted by the Department, any other governmental agency, or advocacy group.

- J. Department may prescribe and require reports and/or documents from Contractor during the effective dates of this contract. All reports and/or documents, financial and otherwise, required by Department, shall be in the format as indicated by Department. Department may, upon reasonable notice, withhold payments otherwise due under the terms of this contract if Contractor fails to submit required reports and/or fails to submit reports on a timely basis. Attorney work-product and attorney-client privileged information and/or records shall not be requested in conjunction with this clause.
- K. Contractor, upon reasonable notice, agrees to participate and cooperate in surveys, studies, research projects, and/or program evaluations conducted by Department. Attorney work-product and attorney-client privileged information and/or records shall not be requested in conjunction with this clause. Department shall only request those records that are relevant to the implementation and completion of this contract.
- L. The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
- M. Contractor, Contractor's employees, subcontractor, and subcontractors' employees shall not engage in trafficking in persons, procure commercial sex acts, or use forced labor in the performance of this contract.
- N. Contractor, or Contractor's designee, shall attend all meetings that ODMHSAS, in ODMHSAS's sole discretion, deems mandatory.

IV. COMPENSATION

- A. In accordance with the terms of this contract, the Department will pay the Contractor an amount not to exceed **\$68,000.00** unless amended in writing and approved by Contractor and Department, payable to the Contractor as set forth below.

Contract Line	CFDA #	SOW Attachment	Maximum Payment
Criminal Justice - Drug Court Administration - Adult - State	N/A	Criminal Justice	\$5,000.00
Criminal Justice - Early Diversion - Adult - McIntosh County - State	N/A	Criminal Justice	\$3,000.00

Contract Line	CFDA #	SOW Attachment	Maximum Payment
Criminal Justice - Early Diversion - Adult - Pittsburg County - State	N/A	Criminal Justice	\$3,000.00
Criminal Justice - Juvenile Diversion - Juvenile - State	N/A	Criminal Justice	\$50,000.00
Criminal Justice - Mental Health Court Administration - Adult - State	N/A	Criminal Justice	\$7,000.00

Except for pandemic response grant funds, this contract is a one-twelfth (1/12) contract that is assigned a yearly value, and payment is apportioned throughout the fiscal year in one-twelfth (1/12) increments, or depending on the start date of the program, payment is distributed equally based on the number of months remaining in the state fiscal year. Invoices shall be electronically submitted using the eProviderInvoice application in Access Control, emailed to contracts@odmhsas.org, or mailed to ODMHSAS. Contractor shall submit an invoice and appropriate documentation of the services provided prior to the Department issuing payment.

Pandemic response grant funds shall be drawn down as cost reimbursement. **Cost reimbursement** contract lines require submission of an invoice by the Contractor for services already provided. Documentation for Contractor expenditures is required prior to payment. Invoices paid by the Department for pandemic response is NOT limited to a cumulative one-twelfth (1/12) of the total contract amount each month.

- B. The Department may perform site reviews at all contracted programs. Review findings may be shared with Contractor. If the review indicates an overpayment, Contractor will have 60 days to repay or credit the Department for the identified services.
- C. For eligible services, Contractors are encouraged to develop additional funding streams.
- D. Payment of funds shall be directed to the designated financial officer. The payment structure for this contract is a tiered funding structure. Funding may change depending on a mid-year review. Funds shall only be used for the benefit and administration of the programs referenced herein and consistent with any ODMHSAS allowable use of funds policies.
 - D.1. The number of participants to be served in Contractor's Drug Court falls within the tier of: **30-39. Contractor's Drug Court initial funding level under this contract is \$5,000.00** (hereinafter referred to as "funds").
 - D.2. The number of participants to be served in Contractor's Mental Health Court falls within the tier of: **0-14. Contractor's Mental Health Court initial funding level under this contract is \$7,000.00** (hereinafter referred to as "funds").

- D.3. The number of participants to be served in Contractor's Juvenile Diversion falls within the tier of: **N/A. Contractor's Juvenile Diversion initial funding level under this contract is \$50,000.00** (hereinafter referred to as "funds").
- D.4. The number of participants to be served in Contractor's Early Diversion falls within the tier of **0-24. Contractor's Early Diversion McIntosh County initial funding level under this contract is \$3,000.00** (hereinafter referred to as "funds").
- D.4. The number of participants to be served in Contractor's Early Diversion falls within the tier of **0-24. Contractor's Early Diversion Pittsburg County initial funding level under this contract is \$3,000.00** (hereinafter referred to as "funds").
- D.5. Contractor must demonstrate a good faith effort to reach or maintain an adequate number of participants in accordance with the terms of this contract.
- D.6. Invoices for funds: One invoice shall be completed for each month per contract line.
 - D.6.1. Each invoice shall be submitted the last week of the month prior to the month for which payment is requested.
 - D.6.2. The "Contractor Approval Signature" signature block shall be signed by the financial officer identified in Attachment. It shall be the Contractor's responsibility to ensure financial officer contact information is kept current by notifying the Department as changes occur.
- E. Contractor shall submit an expenditure report quarterly in the method directed by ODMHSAS. All quarterly reports shall be submitted within 45 days of the close of each quarter. The quarterly expenditure report shall minimally be a balance sheet which includes:
 - E.1. General description of expense items with costs.
 - E.2. General description of deposits and amounts.
 - E.3. Running account balance in relation to expenses and deposits.
 - E.4. A separate expenditure report is required for each contract line identified.
- F. If contact information, Policy and Procedure Manual, and Participant Handbook are not received prior to contracting, through the eligibility for contract renewal process, and expenditure reports are not received within the time identified above, ODMHSAS shall submit in writing to Contractor a list of items needing to be submitted along with a timeline for submission. If the required documents are not received after written request, ODMHSAS reserves the ability to withhold payment of funds until such documentation is received.
- G. Funding sources utilized to make payments pursuant to this contract (e.g., state and federal, etc.) shall be at the ODMHSAS discretion and shall not be subject to review or considered a breach of this contract. Contractor agrees that by

accepting federal funds from the Department, Contractor is in receipt of pass-through federal funds and may be considered to be a subrecipient of these federal funds. Therefore, Contractor may be subject to all federal rules and regulations applicable to the appropriate expenditure of federal funds. See 2 CFR 200, http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl, and its Compliance Supplement, and the Certifications and Assurances bound to receipt of federal funds. If Contractor is a subrecipient of federal funding, Contractor is required to maintain current and accurate information in the Central Contractor Registration (CCR); primary registrant database for the U.S. Federal Government and have obtained a DUNS (Dunn and Bradstreet Number). If Contractor is in receipt of federal funding, Contractor shall be identified as either a subrecipient or vendor in the Federal Funding Identification Form.

- H. The Contractor shall use no federal funds to pay an employee a salary at a rate in excess of Executive Level II of the Federal Executive Pay.
- I. WEBS information updates (e.g. – data including positive drug tests, phase changes, sanctions, incentives, violations, drug free infants) must be filled out appropriately and completely by the first (1st) of each month. Performance and outcome measures (e.g. – custody status of affected children, prior felony conviction history, income level, education status, and employment data) must be filled out at admission and at graduation to obtain payment throughout this contract. If any of the information is determined missing from WEBS or is not properly updated, the Department has the right to withhold payment or suspend this contract.
- J. The Department may reduce the payment to the Contractor in the event a shortfall of state or federal funding occurs. The amount decreased from the Contractor's payment shall be at the sole discretion of the Department and shall not be actionable by the Contractor.
- K. The Contractor shall report data for payment according to procedures prescribed by the Department. The Department will provide access to enter and retrieve information via Internet web application, file transfer, and online interactive applications. The Contractor is responsible for assuring the capacity to interface with the Department's system via the Internet no later than the effective date of this contract and maintaining staff knowledge of current data processing procedures identified by Department.
- L. Payment of funds shall be directed to the McIntosh/Pittsburg district court's designated Financial Officer.
 - L.1. The designated Financial Officer should be an employee of the county and not a member of the Drug Court Team, Mental Health Court Team, Juvenile Diversion, or the Misdemeanor Diversion Team.
 - L.2. Payments and disbursements shall be made through the designated Financial Officer.

- L.3.** The Contractor shall follow the accounting procedures in 22.O.S. § 471 The Oklahoma Drug Court Act and additional guidance issued by the Office of the State Auditor and Inspectors Office in their Chart of Accounts and Standard Operating Procedures for Oklahoma Counties.

- M.** This contract will be reviewed mid-year.
 - M.1.** The mid-year contract review will consider the average number of active participants for the previous six (6) months excluding the month with the lowest active count, and the number of active participants in the court as of the last day of the month prior to the mid-year review. Any adjustments will be based on the information above, and the data submitted by the court related to Performance Outcomes Measures including, but not limited to, positive drug tests, phase changes, custody status of affected children, prior felony conviction history, risk assessment scores, income level, education status, and employment data. Any adjustments are made at the sole discretion of ODMHSAS and are subject to the availability of funds.

- N.** This contract will be reviewed throughout the year.
 - N.1.** Defined Term: "Active participant" is a month-to-month ODMHSAS-funded status of a participant who receive behavioral health services provided by an Approved Treatment Entity or is in aftercare phases at any point during the month, and whose information has been updated in the identified ODMHSAS administrative database in the past 60 day. Active participant status is met for participants who have graduated, terminated, or absconded but who otherwise met the above criteria at any point in the month. Active participant status is not met for participants who are court-mandated to facilities which require labor in exchange for housing, with the exception of ODMHSAS-certified half-way house programs. Active participant status is not met for participants who are residing in recovery housing that is not certified by OKARR, Oxford House, or ODMHSAS.
 - N.2.** Payments may be withheld in the event Performance Outcomes Measures, including positive drug tests, phase changes, custody status of affected children, prior felony conviction history, risk assessment scores, income level, education status, and employment data, for each participant whose records are not current in Webs.

- O.** Participants funded under any portion of this contract shall not be dually enrolled or otherwise funded with any other diversion program in the jurisdiction.

- P.** If contractor receives funds to support projects awarded through the Bureau of Justice Assistance (BJA), contractor shall abide by the Department of Justice Office of Justice Programs Bureau of Justice Assistance Special Conditions and follow project specific guidelines.

V. GENERAL PROVISIONS

A. Access to Records

The parties agree that any books, records, documents, accounting procedures, practices, or any other item of the services relevant to this contract are subject to inspection, examination and copying by ODMHSAS, its designees, and the Office of the Oklahoma State Auditor and Inspector. Attorney work-product and attorney-client privileged information and/or records shall not be requested in conjunction with this clause.

B. Audit and Records Clause

B.1. As used in this clause, records shall include, but are not limited to, any books, documents, accounting procedures and practices, and other data, regardless of type or form.

B.2. In accepting this contract with ODMHSAS, Contractor agrees that any pertinent state or federal agency will have the right to examine and audit all records relevant to the implementation and completion of this contract.

B.3. The Contractor is required to retain all records and supporting documentation relative to this contract for the duration of the contract term and for a period of seven (7) years following completion and/or termination of this contract. If an audit, litigation, or other action involving such records is initiated before the end of the seven-year period, the records are required to be maintained for seven years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later.

B.4. Contractor agrees the review of all records, as they relate to the performance of professional services, are subject to examination by the Department, the State Auditor and Inspector, and the State Purchasing Director.

C. Interpretation

The headings contained herein are for reference purposes only and shall not affect the meaning or interpretation of this contract.

D. Notices

Except for service of process, any notice provided hereunder is deemed to be offered when deposited with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as indicated herein. The official address of Department shall be the address of record for any correspondence with Department. The address of record for Contractor shall be that of the Drug Court Judge, or designee, and shall be the address of record for all correspondence.

E. No Grant of Authority

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

F. No Waiver

Waiver by the Department of any breach of any provision of this contract by Contractor shall not operate nor be construed as a waiver of any subsequent breach by Contractor.

G. Construction and Enforcement

This contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. Any action brought to enforce the provisions of this contract shall be brought in the District Court of Oklahoma County, State of Oklahoma.

H. Performance Suspension

Performance may be suspended by either party for any act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, power, labor, or transportation, accident, national defense requirements, or any cause beyond the control of such party which prevents the performance of such party. An alleged breach of this contract by either party shall be grounds for immediate suspension of performance.

I. Entire Agreement

This contract represents the full and final intent of the parties herein and supersedes any and all prior agreements/contracts between the parties, unless amended in writing and approved by both parties. Furthermore, the terms of this contract may not be modified, amended, or otherwise altered expressly or implicitly without the written approval of the parties.

J. Severability

If any clause or provision of this contract is illegal, invalid, or unenforceable under any present or future law, the remainder of this contract will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid, and enforceable.

K. Non-Discrimination

The Contractor is an Equal Opportunity Employer, a provider of services and/or assistance, and assures compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973,

as amended, Executive Orders 11246 and 11375, and the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

As applicable, the provisions of Executive Order 11246, as amended by Exec. Order No. 11375, Exec. Order No. 11141, Exec. Order No. 13665 and as supplemented in Department of Labor Regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) et. seq.), are incorporated into this contract and must be included in any subcontracts awarded involving this contract. The parties represent that they are in compliance with all applicable federal and state laws and regulations and all services are provided without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, gender expression, genetic information, age (40 or older), disability, political beliefs, or status as a veteran in any of their respective policies, practices, or procedures; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §701 and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C.

L. Drug-Free Workplace

The Contractor certifies it will provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 and implemented at 45 CFR Part 76, Subpart F for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610.

M. Specialized Services

Contractors shall have policies and procedures for the provision of interpreters for persons who are deaf, hard of hearing, or who speak a language other than English.

N. Indemnification

Each party will be responsible for its own negligent acts and omissions as governed by the terms of the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq.

O. Debarment and Suspension

As required by Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, for prospective participants in primary covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110:

O.1. The Contractor certifies that it and its principals:

O.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

- O.1.2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property.
- O.1.3. Are not presently indicted of, or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with, commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
- O.1.4. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- O.2. Contractor shall notify the Department within ten (10) business days or fifteen (15) calendar days, whichever is shorter, in the event the status of the Contractor or any of its principals meets any of the above listed conditions.
- O.3. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this contract.

P. Recognition of Department Support

Contractor shall state it is funded by the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS), as well as prominently display approved ODMHSAS logo(s) and adhere to the ODMHSAS branding guide in all applicable promotional information (including but not limited to promotional or informational brochures, flyers, newsletters, posters, websites, multi-media presentations, media releases, and community education presentations) regarding services funded by the Department.

Q. Contract Compliance

- Q.1. The contract may be terminated by the Department immediately and without prior notice if the Department reasonably determines that the health or safety of the persons served are in imminent jeopardy due to the actions or inactions of Contractor or those under Contractor's control. The Department may also terminate the contract immediately in the event of a material default by Contractor by giving written notice to Contractor, specifying the effective date of the termination, provided that the Department shall provide written notice to Contractor specifying the default in reasonable detail.
- Q.2. This contract may be terminated without cause by the Department or the Contractor upon thirty (30) days written notice to the other party.

Q.3. The Department will monitor the Contractor's performance of this contract. At a minimum, this will include ongoing reviews of certain performance indicators. Contractor shall cooperate with the Department in its monitoring activities and shall comply with Department requests that facilitate such monitoring.

Q.4. The Department can suspend payment if the Contractor does not comply with the terms of the contract.

R. Family Education Rights and Privacy Act (FERPA)

Contractor agrees that it may create, receive from or on behalf of a consumer, or be given access to, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g (collectively, the "FERPA Records"). Contractor represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the source institution in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which contractor protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement, and to be in complete compliance with current FERPA regulations.

IN WITNESS WHEREOF, this contract, consisting of fourteen (14) pages and the attached, has been executed and delivered effective as of the date first above written.

Electronic signature page will replace this page if applicable.

CONTRACTOR

By: _____

Gary Smith

Printed Name of Authorized Representative

Coordinator

Title (Print)

**STATE OF OKLAHOMA-OKLAHOMA DEPARTMENT OF MENTAL HEALTH AND
SUBSTANCE ABUSE SERVICES**, 2000 N. Classen Blvd., Suite 2-600, Oklahoma City,
Oklahoma, 73106, an agency of the State of Oklahoma.

By: _____
Carrie Slatton-Hodges
Commissioner

By: _____
Durand Crosby
Chief of Staff and Operations

Attest:

Attest:

Attachment A (if applicable)
Adult Drug Court Team Members:

Drug Court Team of: District 18 Drug Court Pittsburg/McIntosh County

Name of Drug Court Judge: Honorable Judge Tim Mills

E-mail Address: tim.mills@oscn Telephone Number: 918-470-1785

Name of Drug Court District Attorney: Cheyenne Miller

E-mail Address: cheyenne.miller@dac.state.ok.us Telephone Number: 918-423-0421

Name of Drug Court Defense Attorney: Tim Maxey

E-mail Address: tmaxey@stipelaw.org Telephone Number: 918-423-7329

Name of Drug Court Coordinator: Gary Smith

E-mail Address: gsmith@odmhsas.org Telephone Number: 918-423-7329

Supervisor of Drug Court Coordinator: Debbie Moran

E-mail Address: dmoran@odmhsas.org Telephone Number: 918-426-7801

Attachment B (if applicable)

Mental Health Court Team Members:

Mental Health Court Team of: Pittsburg and McIntosh County

Name of Mental Health Court Judge: Honorable Judge Mike Hogan

E-mail Address: Mike.Hogan@oscn.net Telephone Number: 918-423-6866

Name of Mental Health Court District Attorney: Cheyenne Miller

E-mail Address: cheyenne.miller@dac.state.ok.us Telephone Number: 918-470-1785

Name of Mental Health Court Defense Attorney: seeking to obtain one

E-mail Address: _____ Telephone Number: _____

Name of Mental Health Court Coordinator: Gary Smith

E-mail Address: gsmith@odmhsas.org Telephone Number: 918-426-7232

Supervisor of Mental Health Court Coordinator: Debbie Moran

E-mail Address: dmoran@odmhsas.org Telephone Number: 918-426-7801

Attachment C (if applicable)

Juvenile Diversion Team Members:

Juvenile Diversion Team of: Pittsburg County

Name of Juvenile Diversion Judge: Honorable Judge Mindy Beare

E-mail Address: Mindy.beare@oscn.net Telephone Number: 918-423-6651

Name of Juvenile Diversion District Attorney: Cheyenne Miller

E-mail Address: cheyenne.miller@dac.state.ok.us Telephone Number: 918-470-1785

Name of Juvenile Diversion Defense Attorney: seeking to obtain one

E-mail Address: _____ Telephone Number: _____

Name of Juvenile Diversion Coordinator: Gary Smith

E-mail Address: gcsmith@odmhsas.org Telephone Number: 918-423-7323

Supervisor of Juvenile Diversion Coordinator: Debbie Moran

E-mail Address: dmoran@odmhsas.org Telephone Number: 918-426-7801

Attachment D (if applicable)

Misdemeanor Diversion Team Members:

Misdemeanor Diversion Team of: McIntosh County

Name of Misdemeanor Diversion Judge (if applicable):
Honorable Judge Brendon Bridges

E-mail Address: brendon.bridges@oscn.net Telephone Number: 918-689-2282

Name of Misdemeanor Diversion District Attorney (if applicable):
Sara Dupree

E-mail Address: sara.dupree@dac.state.ok.us Telephone Number: 918-689-2566

Name of Misdemeanor Diversion Defense Attorney (if applicable):
Court appointed or hired attorney

E-mail Address: _____ Telephone Number: _____

Name of Misdemeanor Diversion Coordinator: Gary Smith

E-mail Address: gsmith@odmhsas.org Telephone Number: 918-423-7323

Supervisor of Misdemeanor Diversion Coordinator: Debbie Moran

E-mail Address: dmoran@odmhsas.org Telephone Number: 918-426-7801

Financial Contact Information:

Name: Debbie Moran

Title: Executive Director CACMHC

Telephone: 918-426-7801

E-mail: dmoran@odmhsas.org

Contract Mail to:

Name: Gary Smith

Title: Coordinator

Address: 115 East Carl Albert Pkwy Sut 201
McAlester, Ok 74501

Telephone: 918-423-7323

E-mail: gcsmith@odmhsas.org

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 West side of the section line road separating Sections 3 and 34, Township 4~~18~~ North, Range 14 East.
3. That there is presently a county road that traverses down the West side of the section line separating Sections 3 and 34, Township 5~~4~~ North, Range 14 East.
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 4 North, Range 14 East, Pittsburg County, Oklahoma.

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 26th day of July, 20 22.

Property Owner:

Description of Property Owned:

<u>MAX Boggs - Max Boggs</u>	<u>394 Boggs Road McAlester, Ok.</u>
<u>Linda Boggs</u>	<u>394 Boggs Rd McAlester</u>
<u>Jonathan Boggs</u>	<u>395 Boggs Rd McAlester</u>
<u>Marissa Boggs</u>	<u>395 Boggs Rd McAlester</u>

Amanda Boggs Salinas

391 Boggs Rd

Jacob Salinas

391 Boggs Rd

Kamron Boggs

393 Boggs Rd

Aaron Boggs

393 Boggs Rd

Andrew Boggs

395 Boggs Rd.

Dale Boggs

396 Boggs Rd

Dolores Boggs

396 Boggs Rd

Pat Key

392 Boggs Rd

Roy Jo Boggs

396 Boggs Rd



Board of County Commissioners, Pittsburg County

*Charlie Rogers
District #1*

*Kevin Smith
District #2*

*Ross Selman
District #3*

PUBLIC HEARING NOTICE

The purpose of this public hearing is to enable comments on the closing of a section line, located as follows:

Section line separating Section 3, Township 4 North, Range 14 East and Section 34, Township 5 North, Range 14 East

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, August 29, 2022 at 10:00 A.M.

Dated this 1st day of August, 2022

Certified by

A handwritten signature in black ink, appearing to read "Kevin Smith", written over a horizontal line.

Kevin Smith
Pittsburg County Commissioner
District #2

RESOLUTION

NO. 23-017

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, August 1st, 2022.

WHEREAS, the **SHERIFF'S OFFICE** wishes to cancel the following Purchase Order

606 to American Solutions dated July 18th, 2022 in the amount of \$548.85 for Car
Detail Supplies.

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

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel
Purchase Order 606 for FY 2022-2023.

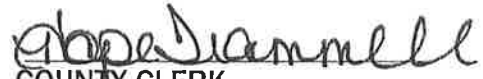
CHAIRMAN


MEMBER


MEMBER

ATTEST:




COUNTY CLERK

RESOLUTION
23-018

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, August 1, 2022.

WHEREAS, the Pittsburg County Asphalt Plant issued the following purchase orders from Fiscal Year 2021-2022:

Purchase Order 9018, issued on April 18, 2022, to Bank of America in the amount of \$80.99 for a replacement pump through Amazon Capital Services

Purchase Order 9353, issued on April 27, 2022, to RAM, Inc. in the amount of \$10,537.50 for fuel

Purchase Order 9439, issued on May 2, 2022, to O'Reilly Auto Parts in the amount of \$500.00 for blanket parts and shop supplies

Purchase Order 9978, issued on May 16, 2022, to Asphalt & Fuel Supply in the amount of \$16,950.00 for PG-22 Asphalt Oil

Purchase Order 10397, issued on May 31, 2022 to Asphalt & Fuel Supply in the amount of \$16,950.00 for PG-22 Asphalt Oil

WHEREAS, the above-mentioned purchase orders were duplicates, are not needed and should be canceled.

THEFORE, BE IT RESOLVED, that the Board of County Commissioners, Pittsburg County, do hereby cancel purchase orders 9018, 9353, 9439, 9978, and 10397 in the amount of \$80.99, \$10537.50, \$500.00, \$16,950.00, and \$16,950.00, respectively as they were all duplicate purchase orders.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN

VICE-CHAIRMAN

MEMBER

COUNTY CLERK



Hope Trammell

Ken Johnson

Lee B.

RESOLUTION
23-019

PITTSBURG COUNTY BURN BAN

WHEREAS, the Board of County Commissioners, Pittsburg County, pursuant to the authority granted to the Board by Section 16-26.B of Title 2 of the Oklahoma Statutes, do hereby proclaim that extreme fire danger exists in Pittsburg County. This situation (as defined in Section 16-26.B.1 a-d, Title 2. O.S.) has been verified by a documented concurrence of the majority of the County's municipal managers and rural fire chiefs or their designees.

WHEREAS, by virtue of this resolution, it is unlawful for any person to set fire to any forest, grass, range, crop, or other wildlands, or build a campfire or bonfire, or to burn trash or other material, or use any fireworks that may cause a forest, grass, range, crop or other wildland fire. NOTE: Outdoor welding will be allowed, provided that there is fire watch personnel on scene while welding and/or cutting activities are being performed.

WHEREAS, any law enforcement office of the State of Oklahoma may carry out the enforcement of this resolution. Any person convicted of violating this resolution shall be guilty of a misdemeanor and shall be subject to a fine of not more than Five Hundred Dollars (\$500.00), to imprisonment of not more than one (1) year, or to both such fine and imprisonment.

WHEREAS, certain exceptions are attached to this resolution by Pittsburg County.

NOW, THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Pittsburg County, made this COUNTY-WIDE BURN BAN, effective immediately for a period not to exceed Fourteen (14) days from the date of passage by the Board of County Commissioners. If extreme fire danger conditions persists, subsequent resolutions may be passed. This Burn Ban may be removed at any time during the seven day period by the same method by which it was approved.

*Attachment on back.

Approved this 1st day of August, 2022.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN _____

VICE-CHAIRMAN Chh B

MEMBER Ron

COUNTY CLERK Hope Stammell



U.S. Drought Monitor Oklahoma

July 26, 2022

(Released Thursday, Jul. 28, 2022)

Valid 8 a.m. EDT

Drought Conditions (Percent Area)

	NO-D0	D0-D1	D1-D2	D2-D3	D3-D4	D4
Current	0.00	100.00	99.81	92.11	37.15	0.00
Last Week 07-19-2022	0.00	100.00	99.09	57.21	0.60	0.00
3 Months Ago 04-26-2022	22.73	77.27	65.49	50.30	39.39	11.03
Start of Growing Year 03-21-2022	5.02	94.98	88.14	72.26	40.44	0.00
Start of Water Year 06-29-2021	6.45	93.55	73.23	21.72	2.05	0.00
One Year Ago 07-27-2021	91.45	8.55	1.13	0.06	0.00	0.00

Intensity

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

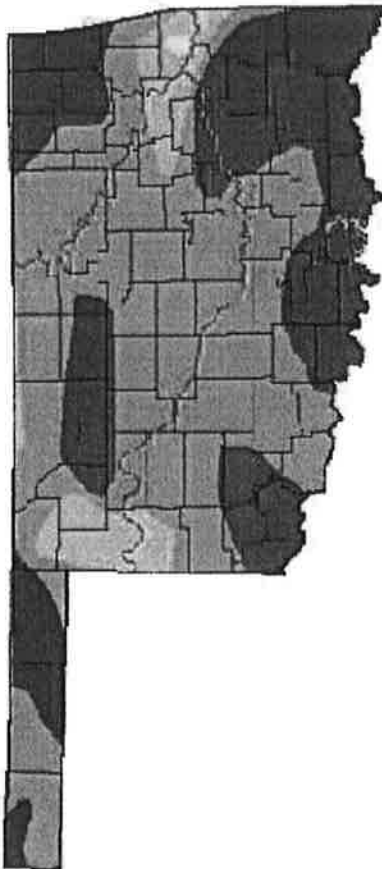
The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

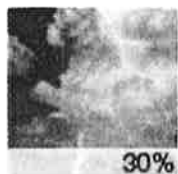
Author:

Curtis Riganti
National Drought Mitigation Center



droughtmonitor.unl.edu



TodayChance
T-storms**High: 97 °F****Tonight**

Mostly Clear

Low: 78 °F**Tuesday**

Hot

High: 101 °F**Tuesday
Night**

Mostly Clear

Low: 79 °F**Wednesday**

Hot

High: 101 °F**Wednesday
Night**

Partly Cloudy

Low: 77 °F

Detailed Forecast

Today

A 30 percent chance of showers and thunderstorms, mainly before 10am. Partly sunny, with a high near 97. Heat index values as high as 102. South wind 5 to 10 mph, with gusts as high as 20 mph.

Tonight

Mostly clear, with a low around 78. South wind around 5 mph.

Tuesday

Sunny and hot, with a high near 101. Heat index values as high as 107. South wind 5 to 10 mph, with gusts as high as 20 mph.

Tuesday Night

Mostly clear, with a low around 79. South wind 5 to 10 mph.

Wednesday

Sunny and hot, with a high near 101. South wind 5 to 10 mph, with gusts as high as 20 mph.

Wednesday Night

Partly cloudy, with a low around 77. South wind 5 to 10 mph.

Thursday

A 20 percent chance of showers and thunderstorms before 1pm. Mostly sunny, with a high near 99. South wind 5 to 10 mph.

Thursday Night

A 20 percent chance of showers and thunderstorms after 1am. Partly cloudy, with a low around 75. Southeast wind around 5 mph becoming calm in the evening.

Friday

A 20 percent chance of showers and thunderstorms. Mostly sunny, with a high near 99. Calm wind becoming south around 5 mph in the morning.

Friday Night

Mostly clear, with a low around 75. Southeast wind around 5 mph.

Saturday

A 20 percent chance of showers and thunderstorms. Sunny, with a high near 99. South wind 5 to 10 mph.

Saturday Night

Mostly clear, with a low around 75. Southeast wind around 5 mph.

Sunday

A 20 percent chance of showers and thunderstorms. Sunny, with a high near 99. South wind around 5 mph.



McAlester/Frisburg County

PITTSBURG COUNTY BURN BAN POLL

Do you agree with the need for a County wide Burn Ban?

Revision Date: 7/20/2022

Poll Date

7/29/2022

Dept:	Chief:	Asst Chief:	Name	Phone #	E-mail	Agree	Do not agree
			Alderson			Agree	Do not agree
	Chief:		Jim McCoy	918-429-4355	timccoy1@yahoo.com <i>AKS</i>	X	
	Asst Chief:		Russell Thurman	918-302-8581	Russell11080@icloud.com		
			Ashland			Agree	Do not agree
	Chief:		Kenny Weiher	918-429-9860	skw5861@yahoo.com	X	
	Asst Chief:		Toby Freas	918-916-1316	6719hillbilly@yahoo.com		
			Arrowhead Estates			Agree	Do not agree
	Chief:		Junior L Crabtree	918-339-2835	crabjid@cvok.net <i>AKS</i>	X	
	Asst Chief:		Frank Weeks	918-470-9848			
			Blanco			Agree	Do not agree
	Chief:		William Johnson	918-429-5171	blancofd@kiamichiwb.org <i>AKS</i>	X	
	Asst Chief:		Chris Burchfield	918-726-1755			
			Blue			Agree	Do not agree
	Chief:		Hunter James	9184298271	bvamok@gmail.com	X	
	Asst Chief:						
			Bugtussle			Agree	Do not agree
	Chief:		Jared Weeks	918-470-4461	bugtusslefire@outlook.com	X	
	Asst Chief:		Doyle Morris	918-916-4743			
			Canadian			Agree	Do not agree
	Chief:		Vess Neill	918-617-2006	matnatt@cvok.net <i>AKS</i>	X	
	Asst Chief:		James Merford	918-916-9249	gmangstring@yahoo.com		
			Canadian Shores			Agree	Do not agree
	Chief:		Donald Cathey Jr.	918-424-0457	canadianshoresfire@yahoo.com	X	
	Asst Chief:		Justin King	918-424-1924			
			Crowder			Agree	Do not agree
	Chief:		Greg Hubbard	918-424-2256	hubblawfire@yahoo.com	X	
	Asst Chief:		Kelly Burks	918-429-2324	burkskelly299@gmail.com		

Dept:	Elm Point	Phone #	E-mail	Agree	Do not agree
Chief:	Dale Mason	918-246784	jackdalmason53@gmail.com	X	
Asst Chief:	Dennis Mason	918-470-7143			
Dept:	Haileyville	Phone #	E-mail	Agree	Do not agree
Chief:	Kevin Mick	918-429-8575	haileyvillevfd@yahoo.com	X	
Asst Chief:	Bobby Morrow	918-429-9365			
Dept:	Hartshorne	Phone #	E-mail	Agree	Do not agree
Chief:	Gerry Barone	918-470-7864	hartshornefiredept@gmail.com	X	
Asst Chief:					
Dept:	Haywood/Arpelar	Phone #	E-mail	Agree	Do not agree
Chief:	Randy Crone	918-302-8960	ranero42@yahoo.com	X	
Asst Chief:	Dale Brown	918-470-9848	gdalebrown1974@yahoo.com		
Dept:	High Hill	Phone #	E-mail	Agree	Do not agree
Chief:	Nina Howry	918-855-2596	highhillfd@gmail.com	X	
Asst Chief:	Billy Howry Jr.	918-297-5586			
Dept:	Highway 9	Phone #	E-mail	Agree	Do not agree
Chief:	Danny Choat	918-617-0653	9fireline9@gmail.com	X	
Asst Chief:	Mike Rhodes	918-617-2751	9fireline9@gmail.com		
Dept:	Indianola	Phone #	E-mail	Agree	Do not agree
Chief:	Jimmy Herrin	918-470-0758		X	
Asst Chief:	Michelle Mulliniks	918-916-1647	indianolafire@yahoo.com		
Dept:	Kiowa	Phone #	E-mail	Agree	Do not agree
Chief:	Clifford Sexton	918-916-3792		X	
Asst Chief:	Body Jameson	918-916-9643			
Dept:	Krebs	Phone #	E-mail	Agree	Do not agree
Chief:	Chuck Nelms	918-429-6061	nelms chuck@yahoo.com	X	
Asst Chief:	Jim Cortassa	918-916-0383	cortassa@att.net		
Dept:	McAlester	Phone #	E-mail	Agree	Do not agree
Chief:	Brett Brewer	918-424-1352	brett.brewer@cityofmcalester.com	X	
Asst Chief:	Benny Brooks	918-429-5570	benny.brooks@cityofmcalester.com		
Dept:	Pittsburg	Phone #	E-mail	Agree	Do not agree
Chief:	Ty Sullivan	918-429-4027		X	
Asst Chief:	Holly Sweetin (SEC)	918-429-4214	hollysullivan10@gmail.com		

Dept:	Quinton	Phone #		E-mail		Agree	Do not agree
Chief:	Scott Daniels	918-448-1558		luther.daniels@oneok.com		X	
Asst Chief:	Mike West	918-839-5146		mlkewest@corrwelldealer.com			

Dept:	Russellville	Phone #		E-mail		Agree	Do not agree
Chief:	Clayton Potts	918-429-8511		spotts756@gmail.com		X	
Asst Chief:	Hank Eakle	918-500-6990		hank.eakle@gmail.com			

Dept:	Sams Point	Phone #		E-mail		Agree	Do not agree
Chief:	Duane Rodgers	402-578-8537		samspointfr@gmail.com		X	
Asst Chief:	Brandy Nichols	918-891-1588					

Dept:	Savanna	Phone #		E-mail		Agree	Do not agree
Chief:	Jeff Jones	918-916-2258		savannafiredept@gmail.com		X	
Asst Chief:	Coy Holt	918-429-2484					

Dept:	Shady Grove	Phone #		E-mail		Agree	Do not agree
Chief:	Chris Herrin	918-318-9195		sevfd@hotmail.com		X	
Asst Chief:	Anthony Wesley	918-479-5312					

Dept:	Tannehill	Phone #		E-mail		Agree	Do not agree
Chief:	Ricky Compton	918-429-4299		tannehillfiredepartment@gmail.com		X	
Asst Chief:	Gene Dalmont	918-429-9897					

Dept:	Union Chappell	Phone #		E-mail		Agree	Do not agree
Chief:	Jason Myers	918-470-6180				X	
Asst Chief:	Clayton Rice	918-470-5925					

Dept:		Phone #		E-mail		Agree	Do not agree
Chief:							
Asst Chief:							

Email Contact: Verna Caudill v_caudill@yahoo.com

Burn Ban requested by: Randy Gore - Howard Arpels Fire Dept Dept: _____
 Burn Ban Poll Taken By: Scott Spender - Advance Safety

Yes for Burn Ban: _____
 No for Burn Ban: _____