

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

**FILED**

DATE: August 22, 2022

AUG 19 2022

TIME: 9:00 A.M.

TIME 8:21 AM  
HOPE TRAMMELL, COUNTY CLERK  
PITTSBURG COUNTY

BY \_\_\_\_\_ DEPUTY

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

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 August 15, 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  
None.
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 #4 to Crawford Roofing for the Pittsburg County Courthouse Roof Replacement Project, Project No. ARPA-21.009

9. AGENDA ITEMS

- A. Mike Kerns to address the Board regarding preliminary budget numbers for FY 2022-2023
- B. Resolution 23-027 to appoint board member to the Bugtussle Fire Department Board of Directors
- C. Resolution 23-028 to cancel purchase order – District 1
- D. Resolution 23-029 to re-advertise for 6-month bid on plastic pipe
- E. Approve/Disapprove County Financial Statement for year ending June 30, 2022
- F. Approve/Disapprove License No. DACW 56-3-22-270 and Certificate of Authority between the U.S. Army Corp. of Engineers and Pittsburg County for Corp. property located in Section 28, Township 9 North, Range 17 East
- G. Approve/Disapprove Payment o Tisdal and O'Hara for professional service for the County Assessor for the Hiland Partners Case
- H. Resolution 23-030 to approve participation in distributors Oklahoma Settlement Agreement
- I. Resolution 23-031 to approve participation in Janssen Oklahoma Subdivision Opioid Settlement Agreement
- J. Approve/Disapprove Settlement Participation form for the Distributors Oklahoma Settlement
- K. Approve/Disapprove Settlement Participation form for the Janssen Settlement
- L. Resolution 23-032 to accept donation - District 1
- M. Resolution 23-033 to appoint member to the Pittsburg County Floodplain Management Board
- N. Resolution 23-034 to approve CIRB 5 Year Plan
- O. Resolution 23-035 to advertise for One (1) used pumper/tanker lease purchase with financing included for Shady Grove Fire Department
- P. Approve/Disapprove Emergency Management Performance Grant Application – Emergency Management
- Q. Approve/Disapprove Amended Schedule & Federal Awards (SEFA) for Fiscal Year 2020-2021
- R. Approve/Disapprove Renewal Maintenance Proposal between Miller Office Equipment and the Pittsburg County Clerk

10. NEW BUSINESS

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

11. ROAD CROSSING PERMIT

None.

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

None.

13. 10:00 A.M. – PUBLIC HEARINGS

None.

14. RECESS OR ADJOURNMENT

  
\_\_\_\_\_  
Clerk

**PITTSBURG COUNTY COMMISSIONER**  
**AUGUST 22, 2022**  
**MEETING MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on August 22, 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 8:21 A.M., August 19, 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:** Rogers made a motion to approve the agenda; seconded by Selman.

**AYE:** Kevin Smith  
Charlie Rogers  
Ross Selman

**NAY:** None.

Motion Passed.

**4. APPROVE/DISAPPROVE MINUTES FROM:**

**A. REGULAR MEETING MINUTES FROM AUGUST 15, 2022:** The minutes from the previous meeting, August 15, 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:** Representative from Pafford Ambulance asked if the board had questions concerning the service. Smith asked about a rollover wreck on Highway 63. Pafford stated that the helicopter arrived about the same time as the ambulance and that in cases like that wreck a lot of times, they put the helicopter on air standby before they arrive if there is chance of extreme injuries. Smith stated that the helicopters are expensive if the person is flown and then immediately released from the hospital because they have no injuries needing treatment. Rogers asked about the incident in Hartshorne. Pafford stated that they have 2 ambulances in Hartshorne and that one was on a call in Haileyville and one was in route from the hospital. Pafford explained that the officer that was transporting the child did not stop to meet the ambulance that was in route. Pafford stated that he would try to get more answers and will get back to the board shortly.

**6. OFFICIALS – DEPARTMENT REPORTS:** None.

The board moved down the agenda to item 9A.

**9. AGENDA ITEMS:**

**A. MIKE KERN TO ADDRESS THE BOARD REGARDING PRELIMINARY BUDGET NUMBERS FOR FY 2022-2023:** Mike Kern stated that the budget is up \$211,494.14 over last year. Kern explained the miscellaneous revenue. Kern stated that the preliminary budget does include a \$100.00 a month increase in salaries. Kern explained the budget numbers compared to the estimate of needs. Kerns asked about the request emergency management capital outlay. Smith stated that it is for vehicles that were unavailable during last year budget cycle. Kern went over the general government capital outlay as well as the building maintenance m&o and capital outlay. Kern asked about the election board request for \$20,000.00 more that last year. Tonya Barnes stated that this is a big election year. Sandra Crenshaw stated that the Floodplain m&o request is d to have additional training. Kern stated that \$150.00 salary increase would be an additional \$55,000.00. Kern asked everyone to review the preliminary numbers and notify of any changes needed.

The board moved back up the agenda to item 7.

**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. TRANFERS:** Rogers made a motion to approve all transfers; seconded by Selman.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**C. OFFICIAL'S MONTHLY REPORTS:** None.

AYE: Kevin Smith  
 Charlie Rogers  
 Ross Selman

NAY: None.

Motion Passed.

**D. BLANKET PURCHASE ORDERS:**

DEPT	PO	AMOUNT	VENDOR
District #3	1708	\$500.00	O'Reilly's

Smith made a motion to approve the blanket purchase order; 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.	3.3300	4.0700	4.0700	2.4900
HOOTEN	3.60134	4.33474	4.33824	No Bid
HOPKINS	3.4700	4.2000	4.2000	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.

AYE: Kevin Smith  
 Charlie Rogers  
 Ross Selman

NAY: None.

Motion Passed.

**8. UNFINISHED BUSINESS:**

**A. APPROVE/DISAPPROVE PAY APPLICATION NO. 4 TO CRAWFORD ROOFING FOR THE PITTSBURG COUNTY ROOF REPLACEMENT PROJECT, PROJECT NO. ARPA-21.009:** Smith made a motion to table the item from the agenda; seconded by Selman.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**The board moved back up the agenda to item 3.**

**3. APPROVAL OF AGENDA:** Smith made a motion to strike the previous motion to approve the agenda; seconded by Rogers.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

Smith made a motion to approve the agenda with a correction to item 9B to read resolution number 23-036; seconded by Rogers.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**The board moved back down the agenda to item 9B.**

**9. AGENDA ITEMS:**

**B. RESOLUTION 23-036 TO APPOINT BOARD MEMBER TO THE BUGTUSSLE FIRE DEPARTMENT BOARD OF DIRECTORS:** Smith read the resolution. Selman made a motion to approve the resolution; seconded by Rogers.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**C. RESOLUTION 23-028 TO CANCEL PURCHASE ORDER – DISTRICT 1:** Smith made a motion to table the item from the agenda; seconded by Rogers.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**D. RESOLUTION 23-029 TO RE-ADVERTISE FOR 6-MONTH BID ON PLASTIC PIPE:** Hope Trammell explained that the original vendor that was awarded the bid, bid the incorrect pipe and that the next lowest bidder was given incorrect cost of the pipe from the supplier and cannot honor the bid. Smith read the resolution. Selman made a motion to approve the resolution; seconded by Rogers.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**E. APPROVE/DISAPPROVE COUNTY FINACIAL STATEMENT FOR YEAR ENDING JUNE 30, 2022:** Smith stated that this is the standard financial statement. Rogers made a motion to approve the financial statement; seconded by Selman.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**F. APPROVE/DISAPPROVE LICENSES NO. DACW 56-3-22-270 AND CERTIFICATE OF AUTHORITY BETWEEN THE U.S. ARMY CORP OF ENGINEERS AND PITTSBURG COUNTY FOR CORP PROPERTY LOCATED IN SECTION 28, TOWNSHIP 9 NORTH, RANGE 17 EAST:** Rogers stated that this is the normal agreement for the road and boat ramp. Selman made a motion to approve; seconded by Smith.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**G. APPROVE/DISAPPROVE PAYMENT TO TISDAL AND O'HARA FOR PROFESSIONAL SERVICE FOR THE COUNTY ASSESSOR FOR THE HILAND PARTNERS CASE:** Smith stated that the payment is in the amount of \$58,75. Selman made a motion to approve the payment; seconded by Smith.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**H. RESOLUTION 23-030 TO APPROVE PARTICIPATION IN DISTRIBUTORS OKLAHOMA SETTLEMENT AGREEMENT:** Smith explained the resolution. Selman made a motion to approve the resolution; seconded by Rogers.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**I. RESOLUTION 23-031 TO APPROVE PARTICIPATION IN JANSSEN OKLAHOMA SUBDIVISION OPIOID SETTLEMENT AGREEMENT:** Smith stated that this is part of the lawsuit settlement. Smith made a motion to approve the resolution; seconded by Selman.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**J. APPROVE/DISAPPROVE SETTLEMENT PARTICIPATION FORM FOR THE DISTRIBUTORS OKLAHOMA SETTLEMENT:** Selman made a motion to approve the settlement participation form; seconded by Rogers.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**K. APPROVE/DISAPPROVE SETTLEMENT PARTICIPATION FORM FOR THE JANSSEN SETTLEMENT:** Smith made a motion to approve the settlement participation form; seconded by Selman.



AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**L. RESOLUTION 23-032 TO ACCEPT DONATION – DISTRICT 1:** Smith read the resolution. Rogers made a motion to approve the resolution; seconded by Selman.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**M. RESOLUTION 23-033 TO APPOINT MEMBER TO THE PITTSBURG COUNTY FLOODPLAIN MANAGEMENT BOARD:** Smith read the resolution. Smith made a motion to appoint Mike Haynes; seconded by Selman.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**N. RESOLUTION 23-034 TO APPROVE CIRB 5 YEAR PLAN:** Smith made a motion to approve the 5-year plan; seconded by Selman.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**O. RESOLUTION 23-035 TO ADVERTISE FOR ONE (1) USED PUMPER/TANKER LEASE PURCHASE WITH FINANCING INCLUDED FOR SHADY GROVE FIRE DEPARTMENT:** Smith read the resolution. Selman made a motion to approve the resolution; seconded by Rogers.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**P. APPROVE/DISAPPROVE EMERGENCY MANAGEMENT PERFORMANCE GRANT APPLICATION – EMERGENCY MANAGEMENT:** Kevin Enloe stated that this is the annual grant application. Smith made a motion to approve the grant application; seconded by Rogers.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**Q. APPROVE/DISAPPROVE AMENDED SCHEDULE OF FEDERAL AWARDS (SEFA) FOR FISCAL YEAR 2020-2021:** Sandra Crenshaw stated that last year the auditors stated not to include the ARPA funds in the SEFA as the final rule had not been issued. Now we have been informed that it should have been included. Selman made a motion to approve the amended SEFA to add the ARPA funds; seconded by Smith.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**R. APPROVE/DISAPPROVE RENEWAL MAINTENANCE PROPOSAL BETWEEN MILLER OFFICE EQUIPMENT AND THE PITTSBURG COUNTY CLERK:** Hope Trammell stated that it is the standard maintenance contract for a copier and fax machine. Smith made a motion to approve the maintenance contract; seconded by Selman.

AYE: Kevin Smith  
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 PRIOR TO POSTING THIS AGENDA:** None.

**11. ROAD CROSSING PERMIT:** None.

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

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

**The board moved back up the agenda to item 5.**

**5. RECOGNITION OF GUESTS/PUBLIC COMMENTS:** Representative from Pafford gave more information as to the incident on highway 63. Pafford stated that due to the nature of the accident the State has rules that they have to follow as to transporting victims and that McAlester regional was on divert. The paramedic erred on the side of caution to get to a trauma center. Pafford also stated that the with the Hartshorne incident they were in route at 15:19 and was in Haileyville at 15:33 and advised to have the officer stop to meet them. The ambulance was stopped and waiting but the office continued and did not stop.

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

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed. Meeting Adjourned.

# Purchase Orders By Account

Fiscal Year : 2022-2023

Date Range: 08/22/2022 to 08/22/2022

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Animal Shelter</b>				
<b>1316-1-8020-2005</b>				
000757	000092	BANK OF AMERICA	EUTHANASIA LICENSE R	\$ 209.00
<b>Total:</b>				<b>\$ 209.00</b>
<b>ARPA 2021</b>				
<b>1566-1-2000-2005</b>				
001685	000011	ALEXANDERS REFRIGERATION	HVAC	\$ 4,250.00
000930	000012	BANK OF AMERICA	A/C COMPRESSOR	\$ 7,336.71
<b>Total:</b>				<b>\$ 11,586.71</b>
<b>Donations</b>				
<b>1235-2-0400-2201</b>				
000469	000002	BANK OF AMERICA	PROGRAM SUPPLIES	\$ 219.87
<b>Total:</b>				<b>\$ 219.87</b>
<b>Drug Court</b>				
<b>7206-1-1900-2005</b>				
001573	000025	MCINTOSH CO. YOUTH & FAMILY RES	OFFICE RENTAL	\$ 175.00
001574	000026	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 78.41
001623	000027	REDWOOD TOXICOLOGY LABORATOR	LAB FEES	\$ 690.32
<b>Total:</b>				<b>\$ 943.73</b>
<b>Econ Dev Trust</b>				
<b>7603-4-0500-2005</b>				
000756	000050	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 69.68
001531	000051	LOWES	SHOP SUPPLIES	\$ 78.48
<b>Total:</b>				<b>\$ 148.16</b>
<b>Emergency Mgmt</b>				

**Emergency Mgmt**

1212-2-2700-1310  
 001688      000020      BAUGHMAN, LEONARD C.      TRAVEL      \$ 111.25  
**Total:      \$ 111.25**

1212-2-2700-2005  
 001607      000021      OK FIRE      DRIP TORCH ETC.      \$ 772.50  
**Total:      \$ 772.50**

**General**

0001-1-0100-2005  
 001528      000493      THE BANK N.A.      SAFE DEPOSIT BOX REN      \$ 50.00  
 001577      000494      FREEDOM FORD      BRAKE REPAIR      \$ 837.30  
**Total:      \$ 887.30**

0001-1-1000-2005  
 001629      000495      MILLER OFFICE EQUIPMENT      COPIER MAINTENANCE      \$ 141.65  
**Total:      \$ 141.65**

0001-1-1600-1310  
 001568      000496      VESTER, TARENCE E.      TRAVEL      \$ 150.25  
**Total:      \$ 150.25**

0001-1-1600-2005  
 001615      000497      IAAO OKLAHOMA CHAPTER      DUES      \$ 15.00  
**Total:      \$ 15.00**

0001-1-1700-2005  
 001616      000498      IAAO OKLAHOMA CHAPTER      DUES      \$ 105.00  
**Total:      \$ 105.00**

0001-1-2000-2065  
 001698      000499      ACCO SIG      PROPERTY INSURANCE      \$ 10,000.00  
**Total:      \$ 10,000.00**

0001-1-3300-2005  
 001170      000500      ADA PAPER COMPANY      JANITORIAL SUPPLIES      \$ 586.67  
 001409      000501      CINTAS CORPORATION # 618      FLOOR MATS AND ETC      \$ 59.68  
 001541      000502      LINGO COMMUNICATIONS      MONTHLY SERVICE      \$ 144.65  
 001587      000503      UNIFIRST CORP.      JANITORIAL SUPPLIES      \$ 18.98

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>General</b>				
	<b>0001-1-3300-2005</b>			
	001588	000504	PUBLIC SERVICE CO. OF OKLAHOMA	
	001680	000505	MCALESTER NEWS CAPITAL & DEM.	
	001681	000506	MCALESTER NEWS CAPITAL & DEM.	
	001696	000507	CENTER POINT ENERGY ARKLA	
			<b>Total:</b>	<b>\$ 2,939.09</b>
	<b>0001-2-0400-2005</b>			
	000023	000508	COMDATA	
	000139	000509	COMDATA	
	001186	000510	COMDATA	
			<b>Total:</b>	<b>\$ 10,000.00</b>
	<b>0001-2-0400-2012</b>			
	001650	000511	US FOODS	
			<b>Total:</b>	<b>\$ 3,565.94</b>
	<b>0001-2-2700-2005</b>			
	001022	000512	CINTAS FIRST AID AND SAFETY #418	
	001558	000513	PUBLIC SERVICE CO. OF OKLAHOMA	
	001560	000514	KIAMICHI ELECTRIC COOPERATIVE	
	001608	000515	QUALITY FIRE & SAFETY	
	001610	000516	PUBLIC SERVICE CO. OF OKLAHOMA	
	001687	000517	CENTER POINT ENERGY ARKLA	
			<b>Total:</b>	<b>\$ 2,148.95</b>
	<b>0001-5-0900-1110</b>			
	001675	000518	OSU COOPERATIVE EXTENSIVE SER.	
			<b>Total:</b>	<b>\$ 17,333.33</b>
	<b>0001-5-0900-1310</b>			
	001674	000519	CANTRELL, DAVID	
			<b>Total:</b>	<b>\$ 84.13</b>
	<b>0001-6-0800-2005</b>			
	001262	000520	AMERICAN STAMP & MARKING PROD.	
	001263	000521	AMERICAN STAMP & MARKING PROD.	
	001285	000522	STAPLES ADVANTAGE	
	001372	000523	STAPLES ADVANTAGE	
			<b>Total:</b>	<b>\$ 604.91</b>

PO	Warrant No.	Vendor Name	Purpose	Amount
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**General**

0001-6-0800-4110	000524	ULINE INC	OFFICE EQUIPMENT	\$ 1,502.37
			<b>Total:</b>	<b>\$ 1,502.37</b>

**Health**

<b>1216-3-5000-2005</b>				
000829	000030	GLAXO SMITH KLINE	VACCINE	\$ 2,545.38
001174	000031	HARMONY BUSINESS SUPPLIES	GLOVES	\$ 116.90
001368	000032	PRO KILL INC.	PEST CONTROL	\$ 96.00
001445	000033	WALMART COMMUNITY CARD	HEALTH DEPT SUPPLIES	\$ 71.52
001689	000034	VIP VOICE SERVICES LLC	MONTHLY SERVICE	\$ 3,544.85
			<b>Total:</b>	<b>\$ 6,374.65</b>

**Highway**

<b>1102-6-4100-2005</b>				
000768	000362	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 425.83
000770	000363	O REILLY AUTO PARTS	PARTS & SHOP SUPPLIE	\$ 481.88
001506	000364	AIRGAS	OXYGEN	\$ 28.12
001507	000365	RAM INC	FUEL	\$ 2,359.80
001509	000366	RAM INC	FUEL	\$ 7,823.76
001510	000367	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 133.33
			<b>Total:</b>	<b>\$ 11,252.72</b>

**1102-6-4300-2005**

001177	000368	BANK OF AMERICA	LODGING	\$ 92.00
001178	000369	BANK OF AMERICA	LODGING	\$ 92.00
			<b>Total:</b>	<b>\$ 184.00</b>

**Hwy-ST**

<b>1313-6-8040-2005</b>				
001564	000293	RAM INC	FUEL	\$ 8,346.00
001582	000294	ASPHALT & FUEL SUPPLY	ASPHALT BINDER	\$ 20,959.50
001658	000295	ASPHALT & FUEL SUPPLY	ASPHALT BINDER	\$ 21,760.50
001662	000296	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 1,716.98
			<b>Total:</b>	<b>\$ 52,782.98</b>

**1313-6-8041-2005**

000105	000297	DOLESE	1 1/2" CRUSHER RUN	\$ 4,867.16
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PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Hwy-ST</b>				
<b>1313-6-8041-2005</b>				
000362	000298	P & K EQUIPMENT	EQUIP PARTS	\$ 204.62
001580	000299	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 36.64
001581	000300	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 21.14
001583	000301	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 184.86
001611	000302	OK FIRE	DRIP TORCH ETC.	\$ 515.00
000528	000307	BANK OF AMERICA	TRUCK REPAIR	\$ 3,600.00
<b>Total:</b>				<b>\$ 9,429.42</b>
<b>1313-6-8043-2005</b>				
001198	000303	DOLESE	1 1/2" CRUSHER RUN	\$ 4,857.77
001546	000304	RAM INC	FUEL	\$ 3,983.52
001579	000305	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 161.88
001660	000306	RAM INC	FUEL	\$ 7,421.70
<b>Total:</b>				<b>\$ 16,424.87</b>
<b>Jail-ST</b>				
<b>1315-2-8034-2005</b>				
001562	000125	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 10,094.44
001563	000126	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 113.33
000539	000129	BANK OF AMERICA	ICE MACHINE SUPPLIES	\$ 45.90
<b>Total:</b>				<b>\$ 10,253.67</b>
<b>1315-2-8034-2012</b>				
001494	000127	PERFORMANCE FOODSERVICE - LITT	INMATE GROCERIES	\$ 1,815.01
001495	000128	US FOODS	INMATE GROCERIES	\$ 3,588.83
<b>Total:</b>				<b>\$ 5,403.84</b>
<b>Rural Fire-ST</b>				
<b>1321-2-8201-4110</b>				
001400	000122	ATWOODS	AIR COMPRESSOR	\$ 769.98
<b>Total:</b>				<b>\$ 769.98</b>
<b>1321-2-8203-2005</b>				
001665	000123	PRO KILL INC.	PEST CONTROL	\$ 186.00
<b>Total:</b>				<b>\$ 186.00</b>



PO Warrant No. Vendor Name Purpose Amount

Rural Fire-ST

1321-2-8206-2005  
000044 000124 COMDATA FUEL \$ 566.74  
001176 000125 P & K EQUIPMENT WHEEL \$ 160.80  
**Total: \$ 727.54**

1321-2-8207-2005  
000046 000126 COMDATA FUEL \$ 458.77  
001703 000127 CANADIAN VALLEY TELEPHONE MONTHLY SERVICE \$ 140.12  
001704 000128 OKLA. NATURAL GAS COMPANY MONTHLY SERVICE \$ 36.64  
001705 000129 PUBLIC SERVICE CO. OF OKLAHOMA MONTHLY SERVICE \$ 382.43  
**Total: \$ 1,017.96**

1321-2-8208-2005  
000047 000130 COMDATA FUEL \$ 123.59  
001584 000131 OKLATEL COMMUNICATIONS INC MONTHLY SERVICE \$ 52.21  
001585 000132 OKLA. NATURAL GAS COMPANY MONTHLY SERVICE \$ 35.92  
001586 000133 KIAMICHI ELECTRIC COOPERATIVE MONTHLY SERVICE \$ 173.93  
**Total: \$ 385.65**

1321-2-8212-2005  
001686 000134 CITY OF MCALESTER MONTHLY SERVICE \$ 83.88  
**Total: \$ 83.88**

1321-2-8214-2005  
000051 000135 COMDATA FUEL \$ 482.12  
**Total: \$ 482.12**

1321-2-8216-2005  
001702 000136 PUBLIC SERVICE CO. OF OKLAHOMA MONTHLY SERVICE \$ 156.67  
**Total: \$ 156.67**

1321-2-8218-2005  
001597 000137 OKLA. NATURAL GAS COMPANY MONTHLY SERVICE \$ 29.01  
001697 000138 PUBLIC SERVICE CO. OF OKLAHOMA MONTHLY SERVICE \$ 99.50  
**Total: \$ 128.51**

1321-2-8221-2005  
001333 000139 HEARTLAND FIRE TRUCK FIRE HOSE \$ 5,450.00  
**Total: \$ 5,450.00**

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Rural Fire-ST</b>				
1321-2-8227-2005				
001671	000140	US CELLULAR	MONTHLY SERVICE	\$ 109.65
			<b>Total:</b>	<b>\$ 109.65</b>
<b>SH Commissary</b>				
1223-2-0400-2005				
001357	000026	CUSTOM TECHNOLOGIES LLC	INMATE COMMISSARY	\$ 2,036.13
001651	000027	US FOODS	COMMISSARY SUPPLIES	\$ 352.68
001486	000028	US FOODS	COMMISSARY SUPPLIES	\$ 322.76
001487	000029	BANCFIRST	POSITIVE PAY MONTHLY	\$ 149.79
001488	000030	COMMISSARY EXPRESS	INMATE COMMISSARY	\$ 3,505.33
			<b>Total:</b>	<b>\$ 6,366.69</b>
<b>SH Forf</b>				
1225-2-0400-2005				
001545	000002	US CELLULAR	MONTHLY SERVICE	\$ 195.08
			<b>Total:</b>	<b>\$ 195.08</b>
<b>SH Svc Fee</b>				
1226-2-0400-2005				
000765	000175	HOLMANS FAST LUBE	OIL CHANGE ETC	\$ 307.13
001547	000176	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 206.44
			<b>Total:</b>	<b>\$ 513.57</b>
1226-2-3400-2005				
000024	000177	COMDATA	FUEL	\$ 2,500.00
000065	000178	LOCKE HEATING & COOLING SUPPLY	MAINTENANCE SUPPLIE	\$ 396.43
000076	000179	LOWES	MAINTENANCE SUPPLIE	\$ 133.57
000140	000180	COMDATA	JAIL FUEL	\$ 373.96
000462	000181	NORTH AMERICAN RESCUE LLC	FIRST AID KITS	\$ 1,363.60
000562	000182	PEPSI-COLA BOTTLING CO.	INMATE WORK CREW	\$ 192.00
000964	000183	CENTRAL RESTAURANT PRODUCTS	Jail Supplies	\$ 535.25
001088	000184	KELLPRO SOFTWARE & TECHNOLOG	KELLPRO SOFTWARE	\$ 3,216.00
001187	000185	COMDATA	FUEL	\$ 1,261.49
001275	000186	AMAZON CAPITAL SERVICES INC.	RADIO ACCESSORIES	\$ 844.67
001331	000187	O REILLY AUTO PARTS	BRAKES ETC	\$ 611.65
001344	000188	MUSKOGEE COMMUNICATIONS	RADIO INSTALLATION	\$ 560.00
001381	000189	AIRGAS	WELDING SUPPLIES	\$ 28.15
001382	000190	AMAZON CAPITAL SERVICES INC.	FLAGS	\$ 172.91

SH Svc Fee

1226-2-3400-2005

001489	000191	US FOODS	JANITORIAL SUPPLIES	\$ 334.72
001490	000192	PERFORMANCE FOODSERVICE - LITT	KITCHEN SUPPLIES	\$ 153.52
001491	000193	PARMED PHARMACEUTICALS	FIRST AID SUPPLIES	\$ 1,383.81
001492	000194	INDIAN NATION WHOLESale CO.	JANITORIAL SUPPLIES	\$ 272.23
001549	000195	TRAMMELLS AUTOMOTIVE	AUTO REPAIR	\$ 280.00
001551	000196	PEPSI-COLA BOTTLING CO.	INMATE WORK CREW	\$ 72.00
001553	000197	MILLER OFFICE EQUIPMENT	COPIER REPAIR	\$ 155.00
001555	000198	O REILLY AUTO PARTS	FREON ETC	\$ 122.65
001595	000199	VYVE BROADBAND	MONTHLY SERVICE	\$ 226.11
001647	000200	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 535.62
001648	000201	US FOODS	JANITORIAL SUPPLIES	\$ 551.58
001649	000202	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES	\$ 667.03
001652	000203	PENROD, MELINDA	CONTRACT LABOR	\$ 600.00
000300	000204	BANK OF AMERICA	K-9 DOG	\$ 69.13
000485	000205	BANK OF AMERICA	DEPUTIES SUPPLIES	\$ 158.95

**Total: \$ 17,772.03**

**Grand Total: \$ 222,296.53**

# Purchase Orders By Account

Fiscal Year : 2021-2022

Date Range: 08/22/2022 to 08/22/2022

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>General</b>				
0001-1-1000-2005				
011235	004299	MIDWEST PRINTING	RECORD PAPER ETC.	\$ 6,777.50
<b>Total:</b>				<b>\$ 6,777.50</b>
0001-1-1400-1310				
010146	004306	BANK OF AMERICA	LODGING	\$ 476.00
<b>Total:</b>				<b>\$ 476.00</b>
0001-1-1700-2005				
011043	004300	ADVANTAGE TRUCK & AUTO ACCESSO	WINDOW TINT	\$ 500.00
<b>Total:</b>				<b>\$ 500.00</b>
0001-1-2200-2005				
011265	004307	BANK OF AMERICA	PHONE CASE	\$ 75.44
<b>Total:</b>				<b>\$ 75.44</b>
0001-2-0400-2005				
009483	004301	COMDATA	FUEL	\$ 10,000.00
010366	004302	COMDATA	FUEL	\$ 10,000.00
<b>Total:</b>				<b>\$ 20,000.00</b>
0001-5-0900-2005				
011120	004303	SHOP 4-H/NATIONAL 4-H COUNCIL	4-H SUPPLIES	\$ 386.12
011445	004304	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 1,179.85
011446	004305	LOWES	MAINTENANCE SUPPLIE	\$ 398.90
<b>Total:</b>				<b>\$ 1,964.87</b>
<b>Rural Fire-ST</b>				
1321-2-8207-2005				
007810	001170	CHIEF FIRE & SAFETY	WILDLAND PANTS	\$ 1,005.00
008619	001171	CHIEF FIRE & SAFETY	HELMET & LIGHTS	\$ 806.00
<b>Total:</b>				<b>\$ 1,811.00</b>

PO	Warrant No.	Vendor Name	Purpose	Amount
		<b>Rural Fire-ST</b>		
1321-2-8210-4110				
011259	001172	H & H ALARM CO INC	SECURITY CAMERA SYS	\$ 10,181.00
			<b>Total:</b>	<b>\$ 10,181.00</b>

**SH Svc Fee**

<b>1226-2-3400-2005</b>				
009381	001922	ROE TACTICAL	UNIFORMS	\$ 525.00
009450	001923	COMDATA	FUEL	\$ 2,500.00
009673	001924	BIZ-TEL	Phone line Repairs	\$ 1,713.75
010054	001925	BALCO UNIFORM CO. INC.	UNIFORMS	\$ 339.18
010223	001926	GALLS LLC	DEPUTY SUPPLIES	\$ 725.99
010367	001927	COMDATA	FUEL	\$ 2,500.00
010534	001928	COMDATA	FUEL	\$ 4,837.80
010536	001929	COMDATA	FUEL	\$ 107.60
010928	001930	BOB BARKER COMPANY	INMATE CLOTHING	\$ 742.68
011253	001931	AMAZON CAPITAL SERVICES INC.	DOG ACCESSORIES	\$ 147.73
011401	001932	ZERO9 SOLUTIONS	HOLSTER	\$ 576.50
			<b>Total:</b>	<b>\$ 14,716.23</b>

**Grand Total: \$ 56,502.04**



***Ram, Inc. submits the following fuel bids for the week: August 22nd, 2022.***

UL	CLEAR	DYED	LP
3.3300	4.0700	4.0700	2.4900

**FILED**

AUG 22 2022

TIME 8:31 AM  
HOPE TRAMMELL, COUNTY CLERK  
PITTSBURG COUNTY  
BY       V       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***

PITTSBURG COUNTY BUDGET  
2022-23

PREL

PAGE 1 OF 8  
8/22/2022

	GEN. FUND 6/30/2022	GEN. FUND 6/30/2021	DIFF
CASH BAL	1,789,142.93	1,769,883.14	19,259.79
LESS: RESERVES	136,983.31	206,662.05	(69,678.74)
CASH FUND BAL 06-30-22	1,652,159.62	1,563,221.09	88,938.53
MISC REVENUE	1,338,168.74	1,352,958.93	(14,790.19)
PROPERTY TAXES 90%	4,187,102.30	4,049,756.50	137,345.80
LESS: TIF INCREMENT	-	-	-
MANUF EXEMPT	-	-	-
TOTAL APPROP	7,177,430.66	6,965,936.52	211,494.14

TOTAL VALUATION 2022	LIBRARY	GEN	HEALTH
MILLAGE22-23	4.07	10.33	2.58
445,867,621	1,814,681.22	4,605,812.52	1,150,338.46
	164,971.02	418,710.23	104,576.22
	1,649,710.20	4,187,102.30	1,045,762.24

	21-22
COUNTY AUDIT 1M	46,058.13
LAPSED	74,731.21
SC-1	120,789.34
REVENUES	5,771,439.46
WARRANTS	(5,816,369.88)
NEW APPROP	64,190.21
END RESERVE	69,678.74
CHANGE	88,938.53



BUDGET AC TYPE	2021-22 ACTUAL	2021-22 BUDGETED	2021-22 DIFF	2022-23 90%	
	TAXES 21	4,205,348.28		4,205,348.28	
	TAXES 20	78,491.96		78,491.96	
	TAXES 19	31,520.63		31,520.63	
	<b>SUBTOTAL TAXES</b>	<b>4,315,360.87</b>			
9007	INTEREST CERTIFICATES	32,161.42	574.20	31,587.22	28,945.28
9009	INTEREST UNAPROPRIATED	3,727.82	10,742.14	(7,014.32)	3,355.04
9101	911 PHONE FEES		5.40	(5.40)	
9104	MOTOR VEH-AUTO STAMPS	21,262.57	20,818.94	443.63	19,136.31
9106	CO. CLERK FEES	346,704.08	276,426.33	70,277.75	312,033.67
9107	COURT CLERK FEES		130.14	(130.14)	
9112	FARM IMPLEMENTS		868.93	(868.93)	
9120	FIVE YEAR MANUF EXEMP	2,615.29	7,849.87	(5,234.58)	2,353.76
9123	REBATES	1,096.53	536.69	559.84	986.88
9125	TIF		3,723.23	(3,723.23)	
9126	TREASURER SERV-SCHOOL DEP	32,000.00		32,000.00	28,800.00
9127	TREASURER FEES		35,100.00	(35,100.00)	
9129	VISUAL INSPECTION	620,763.79	508,868.09	111,895.70	558,687.41
9130	WILDLIFE FINES	4,427.10	1,704.64	2,722.46	3,984.39
9132	FINES AND FEES	24.37		24.37	21.93
9148	OTHER FEES	150.75	142.43	8.32	135.68
9202	DIST ATTORNEY REIMB	46,262.68	30,243.08	16,019.60	41,636.41
9203	ELECYION BOARD-REIMB	44,359.48	43,552.94	806.54	39,923.53
9204	GRANTS-STATE		16,705.80	(16,705.80)	
9221	PAYMENTS IN LIEU OF TAX	20,563.55	3,619.81	16,943.74	18,507.20
9225	ELECTION BOARD	9,211.09	6,565.61	2,645.48	8,289.98
9235	OTC-MOTOR VEH	73,025.75	65,584.19	7,441.56	65,723.18
9236	STATE DISASTER REIMB	2,378.29		2,378.29	2,140.46
9305	FED EMERG MANAG ASSIST		6,435.58	(6,435.58)	
9311	FLOOD CONTROL	13,996.71	22,591.96	(8,595.25)	12,597.04
9314	US DEP OF INTERIOR	179,623.00	157,807.80	21,815.20	161,660.70
9317	CARES		71,266.39	(71,266.39)	
9407	REIMB OF EXPEN	31,892.41	7,237.75	24,654.66	28,703.17
9412	SALES OF COUNTY PROP	563.50		563.50	507.15
9415	MISC		53,856.99	(53,856.99)	
9418	SALES TAX REIMB	43.98	-	43.98	39.58
	<b>SUBTOTAL MISC</b>	<b>1,486,854.16</b>	<b>1,352,958.93</b>	133,895.23	<b>1,338,168.74</b>
	<b>TOTAL</b>	<b>5,802,215.03</b>			

TAX	4,205,348.28	0.72
MISC INCOME	1,596,866.75	0.28
	5,802,215.03	

100/Mo

SHERIFF		CURRENT		SS&MEDIC	RETIREMENT	
MORRIS		2476.41	59,433.84	4,546.69	9,806.58	7,918.00
MCCLENDON		2011.5	48,276.00	3,693.11	7,965.54	7,918.00
BROWN		1562.5	37,500.00	2,868.75	6,187.50	7,918.00
DALLEY		1562.5	37,500.00	2,868.75	6,187.50	7,918.00
GLASCO		1562.5	37,500.00	2,868.75	6,187.50	7,918.00
HANCE		1562.5	37,500.00	2,868.75	6,187.50	7,918.00
KIOUS		1562.5	37,500.00	2,868.75	6,187.50	7,918.00
MCFARLAND		1562.5	37,500.00	2,868.75	6,187.50	7,918.00
NEWTON		1562.5	37,500.00	2,868.75	6,187.50	7,918.00
OWENS		1562.5	37,500.00	2,868.75	6,187.50	7,918.00
PINGLETON		1562.5	37,500.00	2,868.75	6,187.50	7,918.00
WESTBROOK		1562.5	37,500.00	2,868.75	6,187.50	7,918.00
WILSON		1562.5	37,500.00	2,868.75	6,187.50	7,918.00
OPEN		1562.5	37,500.00	2,868.75	6,187.50	7,918.00
OPEN		1562.5	37,500.00	2,868.75	6,187.50	7,918.00
OPEN		1562.5	37,500.00	2,868.75	6,187.50	7,918.00
SAFETY			3,250.00	248.63	536.25	
SUBTOTAL	13		635,959.84	48,650.93	104,933.37	126,688.00

## DISPATCHERS

ANDERSON		1475	35,400.00	2,708.10	5,841.00	7,918.00
ARMSTRONG		1500	36,000.00	2,754.00	5,940.00	7,918.00
BARNHILL		1475	35,400.00	2,708.10	5,841.00	7,918.00
COLE		1500	36,000.00	2,754.00	5,940.00	7,918.00
HOWARD		1500	36,000.00	2,754.00	5,940.00	7,918.00
LONDON		1500	36,000.00	2,754.00	5,940.00	7,918.00
MORGAN		1475	35,400.00	2,708.10	5,841.00	7,918.00
TRUE		1475	35,400.00	2,708.10	5,841.00	7,918.00
SAFETY			2,000.00	153.00	330.00	
PARTTIME				-	-	-
SUBTOTAL	8		287,600.00	22,001.40	47,454.00	63,344.00

TOTAL			923,559.84	70,652.33	152,387.37	190,032.00
			994,212.17	994,212.17	152,387.37	

## TREASURER DEPT

LENNOX-HACKLER		2476.41	59,433.84	4,546.69	9,806.58	7,918.00
COOK,CINDY		1837.58	44,101.92	3,373.80	7,276.82	7,918.00
PATTERSON		1837.58	44,101.92	3,373.80	7,276.82	7,918.00
ROBERTS		1633.92	39,214.08	2,999.88	6,470.32	7,918.00
SAFETY			1,000.00	76.50	165.00	-
			-	-	-	-
TOTAL	4		187,851.76	14,370.66	30,995.54	31,672.00

			202,222.42	202,222.42	30,995.54	
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## COUNTY CLERK DEPT

TRAMMELL		2476.41	59,433.84	4,546.69	9,806.58	7,918.00
HARTSFIELD		1837.58	44,101.92	3,373.80	7,276.82	7,918.00
SENNETT		1633.92	39,214.08	2,999.88	6,470.32	7,918.00
BLANSETT		1475	35,400.00	2,708.10	5,841.00	7,918.00
O'DELL		1475	35,400.00	2,708.10	5,841.00	7,918.00
CREEKMORE		1475	35,400.00	2,708.10	5,841.00	7,918.00
BEDFORD		1475	35,400.00	2,708.10	5,841.00	7,918.00
SAFETY			2,000.00	153.00	330.00	7,918.00
OLIVER		1475	35,400.00	2,708.10	5,841.00	7,918.00
TOTAL	8		321,749.84	24,613.86	53,088.72	71,262.00

			346,363.70	346,363.70	53,088.72	
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## ASSESSOR DEPT

## SS&amp;MEDIC RETIREMENT

FIELDS		2476.41	59,433.84	4,546.69	9,806.58	7,918.00
RIDENOUR		1837.58	44,101.92	3,373.80	7,276.82	7,918.00
CATHEY		1475	35,400.00	2,708.10	5,841.00	7,918.00
EGGLESTON		1633.92	39,214.08	2,999.88	6,470.32	7,918.00
VESTER		1475	35,400.00	2,708.10	5,841.00	7,918.00
PARKER		1475	35,400.00	2,708.10	5,841.00	7,918.00
TIMMONS		1475	35,400.00	2,708.10	5,841.00	7,918.00
			-	-	-	-
TOTAL	7		284,349.84	21,752.76	46,917.72	55,426.00
			306,102.60	306,102.60	46,917.72	

## CT CLERK DEPT

SMITH		2476.41	59,433.84	4,546.69	9,806.58	7,918.00
CRANDALL		1735.75	41,658.00	3,186.84	6,873.57	7,918.00
FORD		1735.75	41,658.00	3,186.84	6,873.57	7,918.00
SMITH		1475	35,400.00	2,708.10	5,841.00	7,918.00
MACHADO		1475	35,400.00	2,708.10	5,841.00	7,918.00
SAFETY			1,500.00	114.75	247.50	-
SPECIAL (6X300X12)			21,600.00	1,652.40	3,564.00	
JACKSON		1475	35,400.00	2,708.10	5,841.00	7,918.00
TOTAL	6		272,049.84	20,811.81	44,888.22	47,508.00
			292,861.65	292,861.65	44,888.22	

## CIVIL DEFENSE

ENLOE		2125	51,000.00	3,901.50	8,415.00	7,918.00
SAFETY			1,000.00	76.50	165.00	
OPEN 1/2 1475		737.5	17,700.00	1,354.05	1,460.25	3,959.00
LUPARDIS		1837.5	44,100.00	3,373.65	7,276.50	7,918.00
BAUGHMAN		1800	43,200.00	3,304.80	7,128.00	7,918.00
TOTAL	3		157,000.00	12,010.50	24,444.75	27,713.00
			169,010.50	169,010.50		

## REVAL DEPT

## SS&amp;MEDIC RETIREMENT

MOODY RANAE		1662.5	39,900.00	3,052.35	6,583.50	7,918.00
SUTTERFIELD LISA		1633.92	39,214.08	2,999.88	6,470.32	7,918.00
THOMAS JEANELLE		1633.92	39,214.08	2,999.88	6,470.32	7,918.00
JONES JAL		1837.58	44,101.92	3,373.80	7,276.82	7,918.00
DELANA		1633.92	39,214.08	2,999.88	6,470.32	7,918.00
WILSON JERRY		1662.5	39,900.00	3,052.35	6,583.50	7,918.00
COSPER		1662.5	39,900.00	3,052.35	6,583.50	7,918.00
TRIPP		1662.5	39,900.00	3,052.35	6,583.50	7,918.00
MCCOWEN		1662.5	39,900.00	3,052.35	6,583.50	7,918.00
SAFETY			2,500.00	191.25	412.50	
SHERREL- 1AA			15,600.00	1,193.40	-	
TOTAL	10		379,344.16	29,019.83	60,017.79	71,262.00
			408,363.99	408,363.99		

## ELECTION BD

29019.82824

OFFICAL 10 MONT		2987.17	29,871.70	2,285.19	4,928.83	7,918.00
OFFICAL 2 MONTHS		3405.33	6,810.66	521.02	1,123.76	
1ST DEPUTY		1837.58	44,101.92	3,373.80	7,276.82	7,918.00
2ND DEPUTY		1633.92	39,214.08	2,999.88	6,470.32	7,918.00
SAFETY				-	-	
TOTAL	3	9,864.00	119,998.36	9,179.87	19,799.73	23,754.00
		236736	129,178.23	129,178.23		

COMM		2476.41	59,433.84	4,546.69	9,806.58	7,918.00
COMM		2476.41	59,433.84	4,546.69	9,806.58	7,918.00
COMM		2476.41	59,433.84	4,546.69	9,806.58	7,918.00
SAFETY			1,500.00	114.75	247.50	
OPEN		1475	35,400.00	2,708.10	5,841.00	7,918.00
CRENSHAW2086.67		2011.5	48,276.00	3,693.11	7,965.54	7,918.00
SWEETIN		1475	35,400.00	2,708.10	5,841.00	7,918.00
<b>TOTAL</b>	<b>6</b>		<b>298,877.52</b>	<b>22,864.13</b>	<b>49,314.79</b>	<b>47,508.00</b>

321,741.65      321,741.65

FLOOD PL	1		8,629.20	660.13	1,423.82	-
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9,289.33

STACEY	1760.75	42,258.00	3,232.74	6,972.57	7,918.00
MORGAN	1550	37,200.00	2,845.80	6,138.00	7,918.00
ORR	1475	35,400.00	2,708.10	5,841.00	7,918.00
<b>TOTAL</b>	<b>3</b>	<b>114,858.00</b>	<b>8,786.64</b>	<b>18,951.57</b>	<b>23,754.00</b>

<b>GENERAL</b>	0	1250	30,000.00	2,295.00	4,950.00	7,918.00
<b>JASON</b>	0	1200	28,800.00	2,203.20	4,752.00	7,918.00
<b>STRAIN</b>	0	1250	30,000.00	2,295.00	4,950.00	180.00

88,800.00      6,793.20      14,652.00      16,016.00

<b>GENERAL</b>	3		95,593.20			
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GRAND TC	75		3,157,068.36	241,515.73	516,882.03	605,907.00
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SAL & SS& MED			3,398,584.09	241,515.73	-	581,973.00
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% TO TOTAL BUDGET      0.50

REVAL

HEALTH INS		71,262.00		135000	32602.5	167,602.50
RETIREMENT		60,017.79		90000	21735	111,735.00
W/C		3,397.59				<b>55,867.50</b>
SUTA		2,400.00				
		<u>137,077.38</u>				

RETIREMENT

TOTAL		516,882.03		HEATH INS PER EMPLOYEE		
LESS: REVAL		60,017.79		MED-INS	654.81	7,857.72
TOTAL R4		<u>456,864.24</u>		1 TIME		60.00

HEALTH INS

TOTAL		605,907.00			654.81	7,917.72
LESS: REVAL		71,262.00				
TOTAL R11		<u>534,645.00</u>				

<b>DA 100</b>												
PER SERV	1110											
TRAVEL	1310	1,000.00						1,000.00				
M & O	2005	55,500.00						5218.36			70,000.00	
CAPITAL	4110	32,000.00						31,150.00		850.00	1,000.00	
<b>TOTAL</b>		<b>88,500.00</b>	-	-	<b>72,838.69</b>	<b>5,218.36</b>		<b>10,442.95</b>		<b>71,000.00</b>	<b>71,000.00</b>	
<b>SHERIFF 400</b>												
PER SERV	1110	648,655.67			647,378.91			1,276.76		1,910,656.09	685,149.02	
TRAVEL	1310	4,000.00			1,847.48			300.00		15,000.00	4,000.00	
M & O	2005	100,000.00	23,000.00		101,301.29	21,415.60		283.11		360,781.59	123,000.00	
CAPITAL	2012	50,000.00	10,000.00		59,762.57			237.43		141,421.00	60,000.00	
INMATE FEE	4110	3,000.00			850.00			1,010.02			3,000.00	
LEASE PAY	4130	10,500.00			10,500.00			-				
<b>TOTAL</b>		<b>816,155.67</b>	<b>33,000.00</b>	-	<b>821,640.25</b>	<b>22,855.58</b>		<b>4,659.84</b>		<b>2,427,858.68</b>	<b>875,149.02</b>	
<b>DISPATCHE 401</b>												
PER SERV	1110	281,558.58			280,054.63			1,503.95			309,351.40	
<b>EXPO 500</b>												
PER SERV	1110	88,531.62			63,420.90			25,110.72		129,627.90	123,644.64	
TRAVEL	1310	2,000.00						2,000.00		4,000.00	4,000.00	
M & O	2005	10,000.00			3,033.53			6,966.47		10,000.00	10,000.00	
CAPITAL	4110	10,000.00						10,000.00				
<b>TOTAL</b>		<b>110,531.62</b>	-	-	<b>66,454.43</b>	-		<b>44,077.19</b>		<b>143,627.90</b>	<b>137,644.64</b>	
<b>TREASURER 600</b>												
PER SERV	1110	192,157.14	3,605.00		195,635.28			126.86		201,952.46	202,222.42	
TRAVEL	1310	6,500.00	-		6,459.00			41.00		6,500.00	6,500.00	
M & O	2005	20,000.00	-		17,742.02	703.47		1,554.51		30,000.00	20,000.00	
CAPITAL	4110	5,000.00	3,605.00		1,395.00			1,395.00		5,000.00	5,000.00	
<b>TOTAL</b>		<b>223,657.14</b>	<b>3,605.00</b>		<b>219,836.30</b>	<b>703.47</b>		<b>3,117.37</b>		<b>243,452.46</b>	<b>233,722.42</b>	
<b>COMMISSIC 800</b>												
PER SERV	1110	309,269.41	2,189.00		311,458.32			0.09		320,756.13	321,741.65	
TRAVEL	1310	2,000.00			1,991.31			8.69		4,000.00	3,000.00	
M & O	2005	25,000.00	4,000.00		20,910.46	85.00		4.54		28,000.00	25,000.00	
CAPITAL	4110	2,000.00	4,000.00		5,950.00			50.00		8,000.00	6,000.00	
<b>TOTAL</b>		<b>338,269.41</b>	<b>6,189.00</b>		<b>340,310.09</b>	<b>85.00</b>		<b>63.32</b>		<b>360,756.13</b>	<b>355,741.65</b>	
<b>OSU EXT 900</b>												
CONTR SERV	1110	208,000.00			207,999.96			0.04		208,000.00	208,000.00	
TRAVEL	1310	19,500.00			9,002.74	1,419.26		3,690.84		19,500.00	19,500.00	
M & O	2005	25,000.00	5,387.16		21,354.88	9,019.91		12.37		25,000.00	25,000.00	
CAPITAL	4110	4,500.00			587.88	3,833.74		78.38		4,500.00	4,500.00	
<b>TOTAL</b>		<b>257,000.00</b>	<b>5,387.16</b>		<b>238,945.46</b>	<b>14,272.91</b>		<b>3,781.63</b>		<b>257,000.00</b>	<b>257,000.00</b>	
<b>COUNTY CI 1000</b>												
PER SERV	1110	329,531.63	-		327,231.44			2,300.19		350,200.47	346,363.70	
TRAVEL	1310	8,000.00			7,103.11			896.89		10,000.00	8,000.00	
M & O	2005	80,000.00	117.28		61,963.64	16,797.80		1,355.84		80,000.00	80,000.00	
CAPITAL	4110	10,000.00	-		1,411.00	7,387.65		1,201.55		20,000.00	10,000.00	
<b>TOTAL</b>		<b>427,531.63</b>	<b>117.28</b>		<b>397,709.19</b>	<b>24,185.45</b>		<b>5,754.27</b>		<b>460,200.47</b>	<b>444,363.70</b>	

PITT. COUNTY GENERAL FUND BUDGET

ACCOUNT ACCT# BUDGET 21-22

COURT CLI 1400

PER SERV	1110	277,360.05	-	14,181.34	263,178.71	262,466.81	711.90	311,000.74	292,861.65
TRAVEL	1310	8,000.00	33.00		8,033.00	7,556.83	476.00	10,000.00	8,000.00
M & O	2005	1.00	2,561.95		2,562.95		-	600.00	600.00
CAPITAL	4110	1.00	11,586.39		11,587.39		11,512.92	100.00	1.00
<b>TOTAL</b>		<b>285,362.05</b>	<b>14,181.34</b>	<b>14,181.34</b>	<b>285,362.05</b>	<b>272,586.59</b>	<b>11,988.92</b>	<b>321,700.74</b>	<b>301,462.65</b>

ASSESSOR 1600

PER SERV	1110	289,632.15			289,632.15	289,173.66	458.49	311,823.21	306,102.60
TRAVEL	1310	15,700.00			15,700.00	11,207.54	1,036.80	15,700.00	15,700.00
M & O	2005	19,150.00			19,150.00	15,508.03	3,407.05	21,023.00	20,000.00
CAPITAL	4110	1.00			1.00		1.00	1.00	1.00
<b>TOTAL</b>		<b>324,483.15</b>	<b>-</b>	<b>-</b>	<b>324,483.15</b>	<b>315,889.23</b>	<b>4,443.85</b>	<b>348,547.21</b>	<b>341,803.60</b>

VISUAL INS 1700

PER SERV	1110	368,183.63			368,183.63	349,057.38	19,126.25	391,436.03	408,363.99
PART TIME	1130	16,147.50			16,147.50		16,147.50	18,731.10	16,147.50
OPERS-COU	1221	56,433.16			56,433.16	52,722.20	3,710.96	59,605.29	55,000.00
HEALTH INS	1222	70,686.00			70,686.00	67,378.50	3,307.50	71,259.48	70,000.00
UNEMPLOY	1233	2,400.00			2,400.00	2,050.20	349.80	2,480.00	2,480.00
W/C	1234	3,397.59			3,397.59	2,113.60	1,283.99	3,529.57	3,600.00
TRAVEL	1310	30,000.00		5,222.32	24,777.68	12,787.20	414.72	30,000.00	20,000.00
M & O	2005	14,050.00	5,222.32		19,272.32	16,728.19	1,320.00	17,650.00	17,650.00
PROF SERV	2020	112,023.00		3,745.00	108,278.00	37,500.00	70,778.00	112,023.00	112,023.00
CAPITAL	411	61,943.17	43,994.00		105,937.17	43,994.00	868.79	61,075.38	61,075.38
<b>TOTAL</b>		<b>735,264.05</b>	<b>49,216.32</b>	<b>8,967.32</b>	<b>775,513.05</b>	<b>584,331.27</b>	<b>2,603.51</b>	<b>767,789.85</b>	<b>766,339.87</b>

JUV SHELTT 1800

M & O	2005	35,000.00			35,000.00	13,691.77	21,308.23	35,000.00	35,000.00
GEN GOV	2000								

OPERS COU 1221

OPERS COU	1221	450,000.00			450,000.00	409,607.40	40,392.60	450,000.00	430,000.00
UNEMPLOY	1233	50,000.00			50,000.00	42,791.54	7,208.46	50,000.00	50,000.00
W/C	1234	50,000.00	2,795.00		52,795.00	51,397.50	1,397.50	53,411.20	55,000.00
CAPITAL								60,000.00	160,030.80
M & O	2005	2,536.00			2,536.00	2,536.00	-	2,536.00	2,536.00
MEDICAL IN	2011	50,000.00		33,000.00	17,000.00	15,776.52	500.00	50,000.00	50,000.00
PROF SERV	2020	10,000.00			10,000.00	9,500.00	500.00	10,000.00	10,000.00
CONTRACT	2021	2,400.00			2,400.00	-	2,400.00	2,400.00	2,400.00
PROP INS	2065	156,346.00	3,409.00		159,755.00	159,755.00	-	175,000.00	175,000.00
OTH INS	2066	2,100.00			2,100.00	2,058.00	42.00	2,100.00	2,100.00
<b>TOTAL</b>		<b>773,382.00</b>	<b>6,204.00</b>	<b>33,000.00</b>	<b>746,586.00</b>	<b>693,421.96</b>	<b>500.00</b>	<b>855,447.20</b>	<b>937,066.80</b>

MCAAP 2001

PROGRMS	2010	5,000.00			5,000.00	5,000.00	-	5,000.00	5,000.00
EXCISE	2100								

PER SERV 1110

PER SERV	1110	7,000.00			7,000.00	4,736.66	2,263.34	10,000.00	10,000.00
TRAVEL	1310	3,000.00			3,000.00	985.64	2,014.36	4,000.00	4,000.00
M & O	2005	1,000.00			1,000.00	458.21	541.79	1,000.00	1,000.00
<b>TOTAL</b>		<b>11,000.00</b>	<b>-</b>	<b>-</b>	<b>11,000.00</b>	<b>6,180.51</b>	<b>4,819.49</b>	<b>15,000.00</b>	<b>15,000.00</b>



RESOLUTION  
23-036

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, August 22, 2022.

WHEREAS, the Bugtussle Volunteer Fire Department requests that the Board of County Commissioners, Pittsburg County, appoint Howard Zummer to the Bugtussle Volunteer Fire Department Board of Directors, replacing Leon Broyles vacated seat, to expire June 30, 2027.

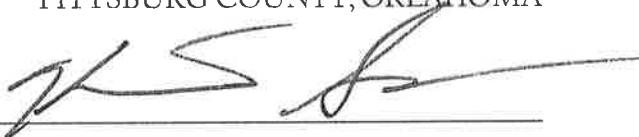
WHEREAS, Mr. Zummer resides in the Bugtussle Fire District and is an active member of the Bugtussle Volunteer Fire Department and has been voted by a majority of the citizens of the Bugtussle Volunteer Fire District to be appointed as Board Member.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby appoint Howard Zummer to the Bugtussle Volunteer Fire Department Board of Directors for the term expiring June 30, 2027.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

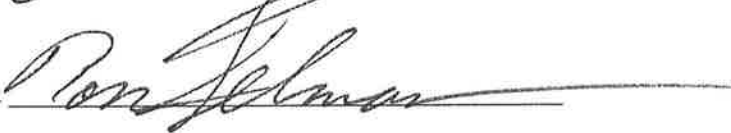
CHAIRMAN



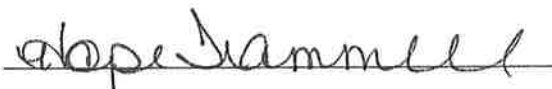
VICE CHAIRMAN



MEMBER



COUNTY CLERK





# BUGTUSSLE FIRE DEPARTMENT

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## ISO CLASS 5

August 9, 2022

To the Board of County Commissioners for Pittsburg County, OK

At the August Board Meeting of the Bugtussle Volunteer Fire Department on August 9, 2022 a vote for recommendation was made for Howard Zummer to be a board member until 2027.

Howard Zummer  
165 E. Hilltop Rd.  
McAlester, OK 74501  
918-429-9652

Howard Zummer expiring 2027

Teresa Durant, Secretary/Treasurer expiring in 2026

Jered Weeks, President/expiring in 2025

Sam Anthony expiring in 2024

Ken Miller replacing Larry Browning expiring in 2023

For the July, 2022 to June, 2023 year officer positions are as follows:

**Fire Chief:** Jered Weeks


**Assistant Fire Chief:** Lane Verner

**Captain:** Bryan Fuller

Greg Durant

Best Regards,

Jered Weeks, President/Fire Chief



A handwritten signature in black ink, appearing to read 'J. Weeks', is written over a solid horizontal line.

RESOLUTION #23-029  
TO RE-ADVERTISE FOR  
SIX MONTH BIDS

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, August 22, 2022.

WHEREAS, Pittsburg County wishes to re-advertise for the following materials for six-month bid:

PLASTIC PIPE

A bid package containing complete specifications and an "Invitation to Bid" with an affidavit of non-collusion may be picked up at the County Clerk's Office, Pittsburg County Courthouse, 115 E. Carl Albert Parkway, Room 103, McAlester, OK 74501. All bids must state price of the aforesaid materials and said materials must be delivered in quantities ordered when and as needed by the Board of County Commissioners, within a six-month period, beginning July 1, 2022 and ending December 31, 2022. Each competitive bid submitted to the county must be accompanied with an affidavit for filing with competitive bid form, as required by 19 O.S. § 1501(3). No bid will be considered unless submitted on this form with affidavit completed and notarized. Place you bids in an envelope and mark it "Six Month Bids".

Sealed bids will be received by the Pittsburg County Clerk until 4:00 p.m. Friday, September 2, 2022. Bids received after 4:00 p.m. on Friday, September 2, 2022, WILL NOT BE OPENED. Bids will be opened on Tuesday, September 6, 2022 at 10:00 a.m. in the Board of County Commissioners Conference Room, Pittsburg County Courthouse, 115 E. Carl Albert Pkwy, McAlester, OK 74501. Contract will be awarded to the lowest or best bidder. The Board of County Commissioners, Pittsburg County, reserves the right to reject any and all bids and re-advertise.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN 

VICE-CHAIRMAN 

MEMBER 

COUNTY CLERK 



Pittsburg County  
Financial Statement  
6/30/2022

County Funds	7/1/2021	APPORTIONMENTS	TRANS IN	TRANS OUT	DISBURSEMENTS	6/30/2022
COUNTY GENERAL FUND	1,769,883.14	5,803,765.40			5,784,505.61	1,789,142.93
County sinking	18,896.30					18,896.30
County Highway Unrestricted	1,894,204.67	7,399,133.37		181,365.54	6,746,016.16	2,365,956.34
County Health Department	1,682,457.13	1,169,367.31			1,016,470.79	1,835,353.65
Treasurer's Mortgage Certification Fees	87,989.73	10,411.52				98,401.25
Resale Property	1,308,301.15	364,597.34			405,205.84	1,267,692.65
County Clerk's Lien Fee	205,336.13	30,335.08			14,754.68	220,916.53
Assessor's Visual Inspection	20,951.26	3,275.22			1,302.85	22,923.63
Emergency Management	183,977.63	265,143.50			292,930.61	156,190.52
County Clerk's Records Preservation(RM&P)	397,793.01	128,776.00			47,953.87	478,615.14
Sheriff's Service Fee	340,771.81	2,321,900.37			1,832,962.32	829,709.86
Lake Patrol	441.18	17,160.24			15,183.75	2,417.67
Juvenile Detention	20,028.84	57.57				20,086.41
REAP		9,945.10			9,945.10	
Hazmeet Meeting & Trainings	7,814.88					7,814.88
Jail-ST	1,160,655.17	1,449,570.50			1,349,006.35	1,261,219.32
Animal Shelter	548,034.27	560,048.91			616,201.18	491,882.00
911 Phone Fees	41,747.96	75,881.32			98,495.17	19,134.11
Rural Fire-ST	4,387,154.74	1,943,082.79			1,117,402.28	5,212,835.25
Sheriff Training	28.18	47,388.50			33,245.57	14,171.11
Sheriff Commissary	157,702.08	432,042.63			405,497.08	184,247.63
Local Emergency Preparedness Grant (LEPC)	8,720.25	1,000.00				9,720.25
Road & Bridges-ST	2,345,319.57	8,163,429.70		205,000.00	7,898,450.24	2,405,299.03
Court Clerk Payroll	39.78	266,075.77			252,747.32	13,368.23
Rental of County Property		13,650.00			3,274.00	10,376.00
County Bridge and Road Improvements (CBRI)	943,354.18	693,328.64		25,000.00	1,047,640.14	564,042.68
County Donations	227,138.62	737,552.37			730,600.12	234,090.87
Equitable Sharing-DOJ	5,395.64	3.70			4,801.24	598.10
Safe Oklahoma-AG	16,648.53	30,000.00			28,634.35	18,014.18
Covid Aid And Relief (CARES)	630,083.09	1,432.91			209,969.88	421,546.12
American Rescue Plan Act (ARPA)	4,232,555.00	4,249,097.37			1,346,842.42	7,134,809.95
<b>Total County Funds</b>	<b>22,645,631.74</b>	<b>36,187,650.63</b>	<b>-</b>	<b>411,365.54</b>	<b>31,310,038.92</b>	<b>27,111,877.91</b>
<b>Trust and Agency Funds</b>			<b>411,365.54</b>			
Emergency & Transportation Revolving	15,000.00	115,380.32			426,365.54	-
Economic Development Authority	644,940.03	20,628.13			190,462.11	569,858.24
Law Library	8,118.04				21,631.75	7,114.42
Multi-County Library Remit	8,148.10	1,703,722.99			1,704,952.38	6,918.71
SD Canadian General	1,428,301.77	4,953,347.81			4,766,427.28	1,615,222.30
SD Canadian Building	343,345.83	203,330.80			164,894.10	381,782.53
SD Canadian Sinking	521.86	182,996.47			5,580.00	177,938.33
SD Canadian Bond	875,356.49				573,225.02	302,131.47
SD Frink General	1,370,526.04	4,046,185.08			3,857,877.85	1,558,833.27
SD Frink Building	524,099.99	206,231.08			365,917.16	364,413.91
SD Frink Sinking	2,988.49	88,833.32			90,482.50	1,339.31
SD Frink Bond	111,688.37				69,727.00	41,961.37
SD Haywood General	384,701.37	1,761,461.03	3.32		1,773,857.39	372,308.33
SD Haywood Building	58,287.80	67,909.70		3.32	61,943.19	64,254.31
SD Haywood Sinking	3.32			3.32		
SD Savanna General	632,692.21				630,671.88	2,020.33
SD Savanna Building	266,908.21				266,908.21	
SD Savanna Sinking	53,172.91				53,172.91	
SD Tannehill General	576,432.77	1,887,054.65			1,957,591.30	505,896.12
SD Tannehill Building	148,259.36	60,856.94			91,168.89	117,947.41
SD Tannehill Sinking	114,366.52	113,893.95			137,152.50	91,107.97
Independent School Remit	138,282.83	18,712,552.21			18,760,627.04	90,208.00
Municipal City Town Remit	59,887.98	669,022.02			668,585.23	60,324.77
Career Tech Remit	3,234.96	5,128,220.83			5,107,141.61	21,079.22
Sheriff Forfeiture	172,797.09	13,084.38			1,824.86	14,494.48
Control Substance	4,527.85	55,727.60			51,468.92	177,055.77
VOCA		5,983.81			10,511.66	
Estray Animal	10,281.51				1,776.50	8,505.01
Supervision Fees	429,707.96	3,824.00			1,908.42	431,623.54
Official Depository	1,686,217.97	6,919,579.62			7,161,686.97	1,444,110.62
Protest Tax	1,066.54	661,412.75			2,503.79	659,975.50
Tax Refund	388.00	15,609.27			15,950.27	47.00
Flood Plain	12,297.75	1,400.00				13,697.75
Juvenile Mental Health Court		66,666.26				66,666.26
District 18 Drug Court	47,971.38				46,961.66	40,565.05
District 18 Mental Health Court Program	15,800.80	39,555.33			4,204.50	23,752.13
District 18 Misdemeanor Drug Recovery Fund	6,226.60	7,708.00			8,641.30	5,293.30
Tiff Holdings	1.00	899,535.65			876,626.76	22,909.89
991 Supervision Fees	175,418.90	504.31				175,923.21
Seizure of Property	24,044.00	3,866.00			25,189.00	2,721.00
Court Clerk Preservation Fund	30,119.85	25,729.08			1,301.50	54,547.43
Change Fund		500.00				500.00
Educational Trust	24,160.00				375,828.32	24,160.00
EFTPS NA		462,544.53				86,716.21
<b>Total Trust &amp; Agency Funds</b>	<b>10,410,292.45</b>	<b>49,117,013.75</b>	<b>411,368.86</b>	<b>3.32</b>	<b>50,332,747.27</b>	<b>9,605,924.47</b>
<b>Total</b>	<b>\$ 33,055,924.19</b>	<b>\$ 85,304,664.38</b>	<b>\$ 411,368.86</b>	<b>\$ 411,368.86</b>	<b>\$ 81,642,786.19</b>	<b>\$ 36,717,802.38</b>

I hereby certify that the foregoing report is true and correct as shown by the records in my office.

Name Joseph J. Fox

Title Treasurer

Individual designated by management to oversee the Financial Statement

Source: County Treasurer's Financial Statement, County Treasurer's accounting records  
Purpose: To document the County's Financial statement and to determine financial statement reconciles to the accounting records.  
Conclusion: County's Financial statement reconciles to the accounting records.

PITTSBURG COUNTY, OKLAHOMA  
FOOTNOTES TO THE FINANCIAL STATEMENTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2022

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1. Summary of Significant Accounting Policies

A. Reporting Entity

Pittsburg County is a subdivision of the State of Oklahoma created by the Oklahoma Constitution and regulated by Oklahoma Statutes.

The accompanying financial statement presents the receipts, disbursements, and changes in cash balances of the total of all funds under the control of the primary government. The general fund is the county's general operating fund, accounting for all financial resources except those required to be accounted for in another fund, where its use is restricted for a specified purpose. Other funds established by statute and under the control of the primary government are also presented.

The County Treasurer collects and remits material amounts of intergovernmental revenues and ad valorem tax revenue for other budgetary entities, including libraries, school districts, and cities and towns. The cash receipts and disbursements attributable to those other entities do not appear in funds on the County's financial statement; those funds play no part in the County's operations. Any trust or agency funds maintained by the County are not included in this presentation.

B. Fund Accounting

The County uses funds to report on receipts, disbursements, and changes in cash balances. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities.

Following are descriptions of the county funds included as combining information within the financial statement:

County General Fund - Revenues are from ad valorem taxes, officers' fees, interest earnings and miscellaneous collections of the County. Disbursements are for the general operations of the government.

County Sinking - accounts for the payment of interest and principal on the matured portion of long-term bonded debt and civil judgments. Debt service receipts derived generally from a special ad valorem tax levy and from interest earned on investments of cash not immediately required for debt service payments.

County Highway Unrestricted - accounts for state, local and miscellaneous receipts and disbursements for the purpose of constructing and maintaining county roads and bridges.

County Health Department - accounts for monies collected on behalf of the county health department from ad valorem taxes and state and local revenues. Disbursements are for the operation of the county health department.

Treasurer's Mortgage Tax Certification Fees - accounts for the collection of fees by the Treasurer for mortgage tax certificates and the disbursement of the funds as restricted by statutes.

**PITTSBURG COUNTY, OKLAHOMA  
FOOTNOTES TO THE FINANCIAL STATEMENTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

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**Resale Property** - accounts for the collection of interest and penalties on delinquent taxes and the disposition of same as restricted by statute.

**County Clerk's Lien Fee** - accounts for lien collections and disbursements as restricted by statute.

**Assessor's Visual Inspection** - accounts for the collection and expenditure of monies by the County Assessor as restricted by state statute for the visual inspection program.

**Emergency Management** - accounts for the receipt and disbursement of funds from state and local governments for civil defense purposes.

**County Clerk's Records Preservation (RM&P)** - accounts for fees collected for instruments filed in the County Clerk's office as restricted by statute for preservation of records.

**Sheriff's Service Fee** - accounts for the collection and disbursement of sheriff process service fees as restricted by statute.

**Lake Patrol** - accounts for monies received from the Corps of Engineers for patrolling services.

**Juvenile Detention** - accounts for state funds held for the maintenance and operation of the juvenile detention building.

**REAP** - accounts for state grant funds received for specific projects as identified by the grant.

**Hazmet Meeting & Training** - accounts for the federal funds from the Department of Emergency Management for the operation of the emergency management office.

**Jail-ST** - accounts for the collection of sales tax revenue and the disbursement of funds as restricted by the sales tax resolution.

**Animal Shelter** - accounts for the collection of sales tax revenue and the disbursement of funds as restricted by the sales tax resolution.

**911 Phone Fees** - accounts for a fee collected by local telephone service providers for the operation of the enhanced emergency telephone system.

**Rural Fire-ST** - accounts for the collection of sales tax revenue and the disbursement of funds as restricted by the sales tax resolution.

**Sheriff Training** - accounts for monies collected from other law enforcement agencies for attendance of training classes for law enforcement certifications and the disbursement of funds are for expenses of conducting classes.

**Sheriff Commissary** - accounts for the monies received from the sale of commissary items and disbursement of funds are for commissary and jail operating expenses.

PITTSBURG COUNTY, OKLAHOMA  
FOOTNOTES TO THE FINANCIAL STATEMENTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2022

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Local Emergency Preparedness Grant (LEPC) - accounts for monies received from the Department of Homeland Security passed through the State Department of Emergency Management to be used for grant program.

Reward Fund- accounts for collections of fines from littering and the disbursements are restricted to be used for the prevention of littering.

Road & Bridges-ST - accounts for the collection of sales tax revenue and the disbursement of funds as restricted by the sales tax resolution.

Court Clerk Payroll-accounts for funds deposited by the Court Clerk to be used for payroll for the office.

County Bridge and Road Improvements (CBRD)- accounts for state, local and miscellaneous receipts and disbursements for the purpose of constructing and maintaining county roads and bridges.

County Donations- accounts for the donations received and acknowledged by resolutions by the Board of County Commissioners and to be disbursed for the purpose for which they were donated.

Equitable Sharing-DOJ- accounts for cooperating local law enforcement can receive asset forfeitures.

Safe Oklahoma-AG-accounts for a state grant for local law enforcement.

Covid Aid & Relief (Cares)-accounts for Covid Aid and Relief Economic Stimulus Monies received in response to the COVID-19 pandemic to assist local governments.

American Rescue Plan Act-accounts for a American Rescue Plan Act 2021 federal grant monies received in response to the COVID-19 pandemic to assist local governments.

**PITTSBURG COUNTY, OKLAHOMA  
FOOTNOTES TO THE FINANCIAL STATEMENTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

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**C. Basis of Accounting**

The financial statement is prepared on a basis of accounting wherein amounts are recognized when received or disbursed. This basis of accounting differs from accounting principles generally accepted in the United States of America, which require revenues to be recognized when they become available and measurable or when they are earned, and expenditures or expenses to be recognized when the related liabilities are incurred. This regulatory basis financial presentation is not a comprehensive measure of economic condition or changes therein.

Title 19 O.S. § 171 specifies the format and presentation for Oklahoma counties to present their financial statement in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) or on a regulatory basis. The County has elected to present their financial statement on a regulatory basis in conformity with Title 19 O.S. § 171. County governments (primary only) are required to present their financial statements on a fund basis format with, at a minimum, the general fund and all other county funds, which represent ten percent or greater of total county revenue. All other funds included in the audit shall be presented in the aggregate in a combining statement.

**D. Budget**

Under current Oklahoma Statutes, a general fund and a county health department fund are the only funds required to adopt a formal budget. On or before the first Monday in July of each year, each officer or department head submits an estimate of needs to the governing body. The budget is approved for the respective fund by office, or department and object. The County Board of Commissioners may approve changes of appropriations within the fund by office or department and object. To increase or decrease the budget by fund requires approval by the County Excise Board.

**E. Cash**

For the purposes of financial reporting, "Ending Cash Balances, June 30" includes cash and cash equivalents as allowed by statutes. The County pools the cash of its various funds in maintaining its bank accounts. However, cash applicable to a particular fund is readily identifiable on the County's books. The balance in the pooled cash accounts is available to meet current operating requirements.

State statutes require financial institutions with which the County maintains funds to deposit collateral securities to secure the County's deposits. The amount of collateral securities to be pledged is established by the County Treasurer; this amount must be at least the amount of the deposit to be secured, less the amount insured (by, for example, the FDIC).

**PITTSBURG COUNTY, OKLAHOMA  
FOOTNOTES TO THE FINANCIAL STATEMENTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

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**2. Ad Valorem Tax**

The County's property tax is levied each October 1 on the assessed value listed as of January 1 of the same year for all real and personal property located in the County, except certain exempt property. Assessed values are established by the County Assessor within the prescribed guidelines established by the Oklahoma Tax Commission and the State Equalization Board. Title 68 O.S. § 2820.A. states, "... Each assessor shall thereafter maintain an active and systematic program of visual inspection on a continuous basis and shall establish an inspection schedule which will result in the individual visual inspection of all taxable property within the county at least once each four (4) Years."

Taxes are due on November 1 following the levy date, although they may be paid in two equal installments. If the first half is paid prior to January 1, the second half is not delinquent until April 1.

1. The County Treasurer, according to the law, shall give notice of delinquent taxes and special assessments by publication once a week for two consecutive weeks at any time after April 1, but prior to the end of September following the year the taxes were first due and payable. Unpaid real property taxes become a lien upon said property after the treasurer has perfected the lien by public notice.
2. Unpaid delinquent personal property taxes are usually published in May. If the taxes are not paid within 30 days from publication, they shall be placed on the personal tax lien docket.

**3. Other Information**

**A. Pension Plan**

Plan Description. The County contributes to the Oklahoma Public Employees Retirement Plan (the Plan), a cost-sharing, multiple-employer defined benefit pension plan administered by the Oklahoma Public Employees Retirement System (OPERS). Benefit provisions are established and amended by the Oklahoma Legislature. The Plan provides retirement, disability, and death benefits to Plan members and beneficiaries. Title 74, Sections 901 through 943, as amended, establishes the provisions of the Plan. OPERS issues a publicly available financial report that includes financial statements and supplementary information. That report may be obtained by writing OPERS, P.O. Box 53007, Oklahoma City, Oklahoma 731 05 or by calling 1-800-733-9008.

Funding Policy. The contribution rates for each member category are established by The Oklahoma Legislature and are based on an actuarial calculation which is performed to determine the adequacy of.

**B. Other Post-Employment Benefits {OPEB}**

In addition to the pension benefits described in the Pension Plan note, OPERS provides post-retirement health care benefits of up to \$105 each for retirees who are members of an eligible



**PITTSBURG COUNTY, OKLAHOMA  
FOOTNOTES TO THE FINANCIAL STATEMENTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

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group plan. These benefits are funded on a pay-as-you-go basis as part of the overall retirement benefit. OPEB expenditure and participant information is available for the state as a whole; however, information specific to the County is not available nor can it be reasonably estimated.

**C. Contingent Liabilities**

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, primarily the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable fund. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time; although, the County expects such amounts, if any, to be immaterial.

As of the end of the fiscal year, there were no claims or judgments that would have a material adverse effect on the financial condition of the County; however, the outcome of any lawsuit would not be determinable.

**D. Sales Tax**

The voters of Pittsburg County approved three quarters of one percent (3/4%) sales tax effective October 1, 2005. This sales tax was designated as follows:

- 48% constructing, renovating, expanding, equipping, which includes three-sixteenths of one cent for operating and maintaining the Pittsburg County Jail;
- 47% acquisition of real property, constructing, renovating, expanding, and furnishing the Pittsburg County Courthouse;
- 5% acquisition of real property, constructing, equipping, which includes one-sixteenth of one cent primarily for operating and maintaining a new Pittsburg County animal shelter.

A portion of this sales tax, one-half of one cent, expires October 1, 2024, or until principal and interest upon indebtedness is paid in full, whichever occurs earlier. On July 23, 2015, the Economic Development Authority, (the "Authority"), defeased all outstanding sales tax revenue bonds associated with one-half cent (.50%) associated with capital improvements. Therefore, one-half cent (.50%) county sales tax was terminated effective October 1, 2015. The remaining one quarter sales tax is permanent. These funds are accounted for in Jail Maintenance and Operation, and Animal Shelter Maintenance and Operation funds.

**PITTSBURG COUNTY, OKLAHOMA  
FOOTNOTES TO THE FINANCIAL STATEMENTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

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The voters of Pittsburg County approved a permanent one quarter of one percent (1 /4%) sales tax effective July 29, 2008. This sales tax was designated for fire protection. The sales tax will be distributed to the fire departments in the following communities; Alderson, Arrowhead Estates, Ashland, Blanco, Blue, Bugtussle, Canadian, Canadian Shores, Crowder, Elm Point, Haileyville, Hartshorne, Haywood-Arpelar, High Hill, Highway 9, Indianola, Kiowa, Krebs, McAlester, Pittsburg, Quinton, Sam's Point, Savanna, Shady Grove, Tannehill, and Union Chappell, or others hereinafter established. These funds are accounted for in the County Fire Tax fund.

The voters of Pittsburg County approved a permanent one percent (1%) sales tax effective January 1, 2016. The sales tax was designated for construction and repair of county roads and bridges; acquisition of equipment and materials; contractor services as necessary; and not for salaries of county employees; authorizing the pledging of said sales tax for debt service; making provisions separable; and declaring an emergency. These funds are accounted for in the Highway Sales Tax fund.

**E. Interfund Transfers**

- \$5,000 from County Bridge & Road Improvements (CBRI) to Emergency Transportation Revolving (trust and agency fund) for a loan repayment for bridge and road projects in the County
- \$5,000 from County Bridge & Road Improvements (CBRI) to Emergency Transportation Revolving (trust and agency fund) for a loan repayment for bridge and road projects in the County
- \$5,000 from County Bridge & Road Improvements (CBRI) to Emergency Transportation Revolving (trust and agency fund) for a loan repayment for bridge and road projects in the County
- \$10,000 from County Bridge & Road Improvements (CBRI) to Emergency Transportation Revolving (trust and agency fund) for a loan repayment for bridge and road projects in the County
- \$55,000 from Road and Bridges-ST to Emergency Transportation Revolving (trust and agency fund) for a loan repayment for bridge and road projects in the County
- \$50,000 from County Highway Unrestricted to Emergency Transportation Revolving (trust and agency fund) for a loan repayment for bridge and road projects in the County
- \$50,000 from County Highway Unrestricted to Emergency Transportation Revolving (trust and agency fund) for a loan repayment for bridge and road projects in the County
- \$50,000 from Road and Bridges-ST to Emergency Transportation Revolving (trust and agency fund) for a loan repayment for bridge and road projects in the County
- \$50,000 from Road and Bridges-ST to Emergency Transportation Revolving (trust and agency fund) for a loan repayment for bridge and road projects in the County
- \$50,000 from Road and Bridges-ST to Emergency Transportation Revolving (trust and agency fund) for a loan repayment for bridge and road projects in the County

PITTSBURG COUNTY, OKLAHOMA  
FOOTNOTES TO THE FINANCIAL STATEMENTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2022

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- and agency fund) for a loan repayment for bridge and road projects in the County
- \$50,000 from County Highway Unrestricted to Emergency Transportation Revolving (trust and agency fund) for a loan repayment for bridge and road projects in the County
  - \$31,365.54 from County Highway Unrestricted to Emergency Transportation Revolving (trust and agency fund) for a loan repayment for bridge and road projects in the County
  - \$3.32 from SD Haywood Sinking to SD Haywood General to close out fund

During the fiscal year, the County made the following transfers between cash funds.

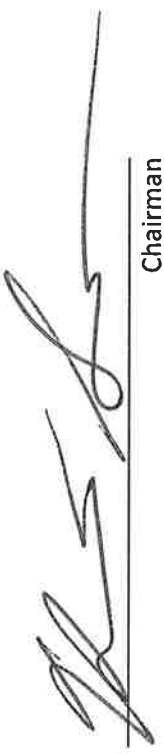
I hereby certify the footnotes to the financial statement to be true and correct.

Jonny Fox-Dacker 8/22/2022  
Name Date  
County Treasurer Title

We, the Board of County Commissioners of Pittsburg County, do hereby approve the Pittsburg County Financial Statement and Footnotes to the Financial Statement as presented by the Pittsburg County Treasurer.

Approved this 22<sup>nd</sup> day of August, 2022.

Board of County Commissioners  
Pittsburg County, Oklahoma

  
Chairman

  
Vice-Chairman

  
Member



Attest:

  
County Clerk

DEPARTMENT OF THE ARMY LICENSE  
EUFAULA LAKE  
MCINTOSH COUNTY, OKLAHOMA

**THE SECRETARY OF THE ARMY**, acting by and through the Chief, Real Estate Division, U.S. Army Corps of Engineers, Tulsa District, hereinafter referred to as the "Grantor", by authority of Title 16, United States Code, Section 460d, hereby grants **Pittsburg County Board of County Commissioners, 115 E Carl Albert Pkwy, McAlester, OK 74501**, hereinafter referred to as the "Grantee", a license to operate and maintain a road, boat-launching ramp, and parking area, over, across, in and upon lands of the United States, as identified in **Exhibit A**, attached hereto and made a part hereof, hereinafter referred to as the premises.

**THIS LICENSE** is granted subject to the following conditions.

**1. TERM**

This license is granted for a term of **FIVE (5) years**, beginning **March 31, 2022**, and ending **March 30, 2027**, but revocable at will by the Grantor.

**2. CONSIDERATION**

The consideration for this license is the operation and maintenance of the premises by the Grantee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

**3. NOTICES**

All notices to be given pursuant to this license shall be addressed, if to the Grantee, to **Pittsburg County Board of County Commissioners, 115 E Carl Albert Pkwy, McAlester, OK 74501**; and if to the Grantor, to the **U.S. Army Corps of Engineers, Tulsa District, Attention: Chief, Real Estate Division, 2488 East 81<sup>st</sup> Street, Tulsa, OK 74137-4290**; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

**4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "Grantor", "Chief, Real Estate Division", or "said officer" shall include their duly

authorized representatives. Any reference to "Grantee" shall include any duly authorized representatives.

## **5. SUPERVISION BY THE GRANTOR**

The use and occupation of the premises shall be subject to the general supervision and approval of the Grantor, Tulsa District, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

## **6. APPLICABLE LAWS AND REGULATIONS**

The Grantee shall comply with all applicable federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

## **7. CONDITIONAL USE BY GRANTEE**

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use, or maintain the premises;
- c. subject to other outgrants of the United States on the premises;
- d. personal to the Grantee; and this license, or any interest therein, may not be transferred or assigned.

## **8. CONDITION OF PREMISES**

The Grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

## **9. COST OF UTILITIES**

The Grantee shall pay the cost, as determined by said officer, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the Grantee, including the Grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

## **10. PROTECTION OF PROPERTY**

The premises shall at all times be protected and maintained in good order and condition by and at the expense of the Grantee. The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## **11. RESTORATION**

On or before the expiration date of this license or its termination by the Grantee, the Grantee shall vacate the premises, remove the property of the Grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the Grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the Grantor may designate. In either event, if the Grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

## **12. NON-DISCRIMINATION**

The Grantee shall not discriminate against any person or persons or exclude any persons from participation in the Grantee's operations, programs, or activities conducted on the licensed premises, because of race, color, religion, age, sex, handicap, national origin or place of residency. The Grantee, by acceptance of this license, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000d); the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 C.F.R. Part 195), issued as Department of Defense Directive 5500.11, December 28, 1964).

### **13. TERMINATION**

This license may be terminated by the Grantee at any time by giving the Grantor at least ten (10) days notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event that said notice is not given at least ten (10) days prior to the rental due date, the Grantee shall be required to pay the consideration for the period shown in the Condition on **CONSIDERATION**.

### **14. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

c. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

### **15. HISTORIC PRESERVATION**

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

### **16. DISCLAIMER**

This license is effective only insofar as the rights of the United States in the premises are concerned; and the Grantee shall obtain any permit or license which may be require by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of



obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403) and Section 404 of the Clean Water Act (33 USC 1344).

#### **17. RIGHT TO ENTER AND FLOOD**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government work; to make inspections; to remove timber or other material, except property of the Grantee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes; and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

#### **18. SUPERVISION AND REPAIR**

The Grantee shall supervise the said boat complex and cause it to be inspected at reasonable intervals, and shall immediately repair any defect found therein as a result of such inspection or, when requested by said officer, to repair any defects. Upon completion of the installation of said boat complex and the making of any repairs thereto, the premises shall be restored immediately by the Grantee at the Grantee's own expense to the same condition as that which existed prior to the commencement of such work to the satisfaction of the said officer.

#### **19. PUBLIC ACCESSIBILITY**

Said road, parking area, and boat-launching ramp shall be open to the general public as well as to residents in the area or adjacent to the lake. An access road to said facilities shall be provided by the Grantee.

#### **20. FEES**

a. Fees may be charged by the Grantee for use of the boat-launching ramp; however, such fees may be charged for no other purpose than to recover expenses. Such fees shall be reasonable and comparable to other similar rates charged for similar services in the area. The said officer shall have the right to review such fees and require an increase or reduction when it is determined that the objectives of this license have been violated. The amount charged shall not be so high as to virtually eliminate or greatly deter public use of the ramp. The authority to charge fees to recover expenses is revocable at will if it is determined by said officer that the Grantee is violating the nonprofit objective of the charge and circumventing in any way the public's ability to use the ramp.

b. All monies received by the Grantee from the use of the boat-launching ramp must be utilized by the Grantee for the administration, maintenance, operation and development of the premises. Any such monies not so utilized or programmed for use within a reasonable time shall be paid to said officer at the end of the five (5)-year period of the license. The Grantee shall furnish a statement of receipts and expenditures for the five (5)-year license period at the end of the term. In addition to the end of the term report, the said officer shall have the right to require that a statement be furnished at any time during the license term for any specific period.

## **21. CONDITION OF FACILITIES**

During the term of the license said facilities shall be maintained by and at the expense of the Grantee in a condition satisfactory to said officer, to include removal of trash and debris from the premises, and in a condition insuring the safety of the using public, and the Grantee will correct hazardous conditions as directed and within the time limit specified by said officer. If the Grantee does not maintain said facilities in the condition prescribed, or hazardous conditions are not corrected within the time limit specified by the said officer, this license may be revoked and the terms and conditions of Condition 12, **RESTORATION**, will apply in regard to removal of property of the Grantee and restoration of the premises.

## **22. MINIMUM WAGE REQUIREMENT (EXECUTIVE ORDER 13658)**

a. Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

b. The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

c. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive

Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

d. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

e. Contract Suspension/Contract Termination/ Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any

failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

**f.** The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

**g.** Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

**h. Payroll Records.**

**(1)** The contractor shall make and maintain for three years records containing the information specified in paragraphs (h)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

**(i)** Name, address, and social security number.

**(ii)** The worker's occupation(s) or classification(s).

**(iii)** The rate or rates of wages paid.

**(iv)** The number of daily and weekly hours worked by each worker.

**(v)** Any deductions made; and

**(vi)** Total wages paid.

**(2)** The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

**(3)** Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall

take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

**(4)** The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

**(5)** Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

i. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

**j. Certification of Eligibility.**

**(1)** By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

**(2)** No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

**(3)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**k. Tipped employees.** In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

I. Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

n. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

o. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous

determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

### **23. PAID SICK LEAVE REQUIREMENT (EXECUTIVE ORDER 13706)**

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

a. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

#### **b. Paid Sick Leave.**

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

c. Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be

considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

**d. Contract Suspension/Contract Termination/Contractor Debarment.** In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

**e.** The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

**f.** Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

**g. Record keeping.**

**(1)** Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i)** Name, address, and Social Security number of each employee;
- (ii)** The employee's occupation(s) or classification(s);
- (iii)** The rate or rates of wages paid (including all pay and benefits provided);



- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
- (xiii) The relevant covered contract;
- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
- (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

**(2)(i)** If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's

request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.

**(ii)** If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

**(3)** In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

**(4)(i)** Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

**(ii)** If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41CFR60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

**(iii)** The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

**(5)** The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

**(6)** Nothing in this contract clause limits or otherwise modifies the contractor's record keeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

**h.** The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

**i.** Certification of Eligibility.

**(1)** By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

**(2)** No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

**(3)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**j.** Interference/Discrimination.

**(1)** A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

**(2)** A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**THIS LICENSE** is not subject to Title 10, United States Code, Section 2662, as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**TERRY D. RUPE**  
**CHIEF, REAL ESTATE**  
**REAL ESTATE CONTRACTING OFFICER**

THIS LICENSE is also executed by the Grantee this 22<sup>nd</sup> day of August, 2022.

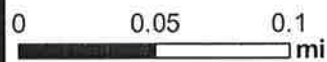
**PITTSBURG COUNTY BOARD OF COUNTY COMMISSIONERS**

  
\_\_\_\_\_  
**SIGNATURE**


Charles Rojas  
\_\_\_\_\_  
**PRINTED NAME**

District 1 Commissioner  
\_\_\_\_\_  
**TITLE**

918-423-1338  
\_\_\_\_\_  
**PHONE NUMBER**



**Legend**

-  Outgranted Area
-  Gov Easements
-  Gov Fee Lands



Map Projection: WGS 1984 Web Mercator (Auxiliary Sphere)

Contract Number: DACW56-3-22-270

**Location Description:** A strip, piece or parcel of land approximately 80 feet wide and 650 feet in length lying in the W1/2 NE1/4 NW1/4 SW1/4 NE1/4 of Section 28, T9N, R17E, Pittsburg County, Oklahoma. Containing 1.19 acres, more or less.

Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user  
 While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to insure the accuracy of the maps and associated data, it should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability of any nature for any errors, omissions, or inaccuracies in the information provided regardless of how caused.



U.S. Army Corps  
of Engineers®  
Tulsa District

EXHIBIT A

Date Created: 8/10/2022

# CERTIFICATE OF AUTHORITY

I, Hope Trammell, certify that I am the County Clerk  
(Name) (Secretary or Attesting Officer)  
of the County of Pittsburg, named as grantee/lessee/licensee herein;  
(Agency Name)  
that Charlie Rogers, who signed this Agreement on behalf  
(Officer Name)  
of said County of Pittsburg, was then District Commissioners  
(Agency Name) (Officer Title)

of the Agency; and that said Agreement was duly signed for and on behalf of

the County of Pittsburg by authority of its governing body and is  
(Agency Name)

within the scope of its statutory powers.

Signed, Hope Trammell  
Secretary or Attesting Officer



(The person that signed the attached instrument cannot sign Certificate)

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.

**REQUEST FOR GRANTEE  
SOCIAL SECURITY NUMBER AND/OR TAXPAYER IDENTIFICATION NUMBER**

Nature of Outgrant: License  
(EASEMENT, LEASE, LICENSE, PERMIT, RIGHT OF WAY, ETC.)

Number of Outgrant: DACW56-3-22-270

Name of Grantee: Pittsburg County Board of County Commissioners  
(PRINT NAME)

Address of Grantee: 115 E. Carl Albert Pkwy. Rm 100  
McAlester, OK 74501

Grantee's Social Security Number: \_\_\_\_\_

Grantee's Taxpayer Identification Number: 73-6006407

  
SIGNATURE

8/22/2022  
DATE

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**PRIVACY ACT STATEMENT**

**Purpose of Form:** This information is mandatory under the Debt Collection Improvement Act of 1996, Public Law 104-134, April 26, 1996, 110 Stat 1321-358. The head of each Federal Agency must require each person doing business with that agency to furnish to that agency such person's taxpayer identification number. The agency intent is to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with the Government. OMB Circular A-129, App. A, part V, and DOD Financial Regulation 7000.14-R, Vol. 4, chapter 3, states that any close-out of accounts receivable procedures will include reporting the close-out amount on IRS Form 1099-C. IRS Form 1099-C is an income form which requires a taxpayer identification number and means that the agency will report the uncollectible debt to IRS as income to the person who failed to pay the uncollectible debt owed to the agency under the outgrant. The 1099-C reports the uncollectible debt as income to the debtor, which may be taxable at the debtor's current tax rate. Failure to provide this information may result in your outgrant request being denied.

**U.S. Army Corps of Engineers, Tulsa District**



TISDAL & O'HARA  
 814 FRISCO AVENUE  
 P.O. BOX 1387  
 CLINTON, OKLAHOMA 73601

PHONE: (580) 323-3964  
 FAX: (580) 323-3674

Pittsburg County  
 c/o Michelle Fields, Assessor  
 115 East Carl Albert Pkwy - Rm 101  
 McAlester OK 74501

Page: 1  
 07/27/2022  
 Account No: 519-05  
 Statement No: 23378

Hiland Partners

**PRIVILEGED AND CONFIDENTIAL**

Previous Balance \$68.75

Fees

06/13/2022

LA

Telephone conferences and emails with opposing counsel  
 and Court regarding striking hearing on Assessor's Motion  
 to Dismiss

Hours

0.25

For Current Services Rendered

0.25

58.75

Recapitulation

Timekeeper

Luke Adams

Hours

0.25

Rate

\$235.00

Total

\$58.75

Total Current Work

58.75

Payments

07/21/2022

Fee Payment - Warrant #32

-68.75

Balance Due

\$58.75

Pittsburg County

Hiland Partners

Page: 2

07/27/2022

Account No: 519-05

Statement No: 23378

**PLEASE REMIT PAYMENT TO: P.O. BOX 1387, CLINTON, OKLAHOMA 73601**

**TO ENSURE PROPER CREDIT, PLEASE REFERENCE YOUR ACCOUNT  
NUMBER WITH PAYMENT**

**PLEASE MAKE CHECKS PAYABLE TO "TISDAL & O'HARA, PLLC"**

**RESOLUTION OF PITTSBURG COUNTY, OKLAHOMA**

**RESOLUTION # 23-030**  
**AUGUST 22, 2022**

**A RESOLUTION TO APPROVE PARTICIPATION IN  
DISTRIBUTORS OKLAHOMA SETTLEMENT AGREEMENT**

**WHEREAS**, pharmaceutical opioids have harmed Pittsburg County, Oklahoma and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of opioid manufacturers and distributors, including McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen (collectively "Settling Distributors").

**WHEREAS**, Pittsburg County, Oklahoma, filed suit to address and seek recovery for the harms cause to it and its citizens.

**WHEREAS**, Settling Distributors have agreed to settle the claims of the State of Oklahoma and certain Oklahoma subdivisions in the Distributors Oklahoma Settlement Agreement.

**THEREFORE**, it was duly moved and seconded that the following resolution be adopted.

**THEREFORE, BE IT RESOLVED** that Pittsburg County, Oklahoma hereby elects to, and approves its participation in, the Distributors Oklahoma Settlement Agreement, authorizes its Board of County Commissioners to execute the Settlement Participation Form contained in the Distributors Oklahoma Settlement Agreement as Exhibit G.

**THEREFORE, BE IT RESOLVED** that Pittsburg County, Oklahoma further elects to, and approves, its participation in the Memorandum of Understanding Regarding Certain Opioid Litigation Proceeds with the State of Oklahoma ("Sharing Agreement") and Addendum to the Sharing Agreement Regarding Certain Opioid Litigation Proceeds, and further ratifies its prior actions of legal counsel in executing documents necessary for Pittsburg County, Oklahoma to participate in the Distributors Oklahoma Settlement Agreement, the Sharing Agreement, and the Addendum to the Sharing Agreement.

**THEREFORE, BE IT RESOLVED** that Pittsburg County, Oklahoma, further authorizes its Board of County Commissioners and legal counsel to take all actions required by the Distributors Oklahoma Settlement Agreement, the Sharing Agreement and Addendum to the Sharing Agreement to effectuate the

Distributors Oklahoma Settlement Agreement for the benefit of Pittsburg County, Oklahoma, including executing any documents required to finalize the participation of Pittsburg County in the Distributors Oklahoma Settlement Agreement, the Sharing Agreement, and the Amendment to the Sharing Agreement.

The Board of County Commissioners of Pittsburg County, Oklahoma adopted the above Resolution on the 22<sup>nd</sup> day of August, 2022.

BOARD OF COUNTY COMMISSIONERS  
OF PITTSBURG COUNTY, OKLAHOMA



Charlie Rogers, Commissioner – District 1



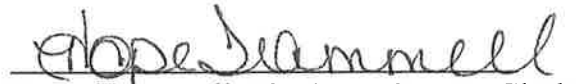
Kevin Smith, Commissioner – District 2



Ross Selman, Commissioner – District 3

Dated this 22<sup>nd</sup> day of August, 2022.

ATTEST:

  
Hope Trammell, Pittsburg County Clerk



**RESOLUTION OF PITTSBURG COUNTY, OKLAHOMA**

**RESOLUTION # 23-031**  
**AUGUST 22, 2022**

**A RESOLUTION TO APPROVE PARTICIPATION IN  
JANSSEN OKLAHOMA SUBDIVISION OPIOID SETTLEMENT AGREEMENT**

**WHEREAS**, pharmaceutical opioids have harmed Pittsburg County, OK and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of opioid manufacturers and distributors, including Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively "Janssen").

**WHEREAS**, Pittsburg County filed suit to address and seek recovery for the harms cause to it and its citizens.

**WHEREAS**, Janssen has agreed to settle the claims of certain Oklahoma Participating Subdivisions in the Janssen Oklahoma Subdivision Opioid Settlement Agreement.

**THEREFORE**, it was duly moved and seconded that the following resolution be adopted.

**THEREFORE, BE IT RESOLVED** that Pittsburg County, Oklahoma hereby elects to, and approves its participation in, the Janssen Oklahoma Subdivision Opioid Settlement Agreement, authorizes its Board of County Commissioners, to execute the Settlement Participation Form contained in the Janssen Oklahoma Subdivision Opioid Settlement Agreement as Exhibit C, and authorizes its counsel to take all actions required by Exhibit C and the Janssen Oklahoma Subdivision Opioid Settlement Agreement to effectuate the Janssen Oklahoma Subdivision Opioid Settlement Agreement for the benefit of Pittsburg County, Oklahoma.

The Board of County Commissioners of Pittsburg County, Oklahoma adopted the above Resolution on the 22<sup>nd</sup> day of August 2022.

BOARD OF COUNTY COMMISSIONERS  
OF PITTSBURG COUNTY, OKLAHOMA

  
Charlie Rogers, Commissioner – District 1

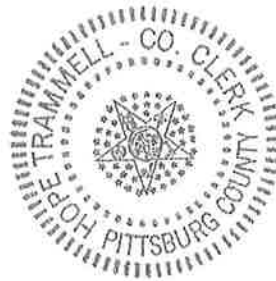
  
Kevin Smith, Commissioner – District 2

  
Ross Selman, Commissioner – District 3

Dated this 22<sup>nd</sup> day of August 2022.

ATTEST:

  
Hope Trammell, Pittsburg County Clerk



**Exhibit G**  
**Subdivision Settlement Participation Form**

Governmental Entity: <u>Pittsburg</u>	State: <u>Oklahoma</u>
Authorized Official: <u>Kevin Smith</u>	
Address 1: <u>115 E Carl Albert Pkwy</u>	
Address 2: <u>Room 100</u>	
City, State, Zip: <u>McAlester, OK 74501</u>	
Phone: <u>918-423-1338</u>	
Email: <u>dccc@pittsburg.okcounties.org</u>	

The governmental entity identified above (the "*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated June 24, 2022 (the "*Distributors Oklahoma Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Oklahoma Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Oklahoma Settlement, including Exhibit I thereto, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributors Oklahoma Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of October 1, 2022 and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributors Oklahoma Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributors Oklahoma Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after December 1, 2022.
5. The Governmental Entity agrees to use any monies it receives through the Distributors Oklahoma Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Oklahoma Court for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributors Oklahoma Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the Distributors Oklahoma Settlement.
7. The Governmental Entity has the right to enforce the Distributors Oklahoma Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributors Oklahoma Settlement, including, but not limited to, all provisions of Section XI of Exhibit I thereto, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributors Oklahoma Settlement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributors Oklahoma Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributors Oklahoma Settlement.
10. In connection with the releases provided for in the Distributors Oklahoma Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the date the Distributors Oklahoma Settlement becomes effective pursuant to Section II.B of the Distributors Oklahoma Settlement, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributors Oklahoma Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributors Oklahoma Settlement, to which the Governmental Entity hereby agrees. To the extent this Participation Form is worded differently from Exhibit G to the Distributors Oklahoma



Settlement or interpreted differently from the Distributors Oklahoma Settlement in any respect, the Distributors Oklahoma Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: 

Name: Kevin Smith

Title: Chairman, BOCC

Date: 8/2/2022

**EXHIBIT C**  
**Settlement Participation Form**

Governmental Entity: <u>Pittsburg</u>	State: <u>Oklahoma</u>
Authorized Official: <u>Kevin Smith</u>	
Address 1: <u>115 E. Carl Albert Pkwy</u>	
Address 2: <u>Room 100</u>	
City, State, Zip: <u>McAlester, OK 74501</u>	
Phone: <u>918-423-1338</u>	
Email: <u>kdcc@pittsburg.okcounties.org</u>	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated \_\_\_\_\_, 2022 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Participation Date, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Participation Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court of Pottawatomie County, State of Oklahoma for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section III (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity

claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim. The Janssen Settlement does not release or effect in any way the claims asserted by the State of Oklahoma against a Released Entity.

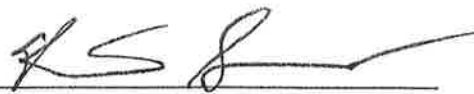
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the date that the settlement payment defined in Section IV.B of the Janssen Settlement is made to the Settlement Fund Escrow, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: 

Name: Kevin Smith

Title: Chairman, BCC

Date: 8/22/2022

RESOLUTION  
23-032

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, August 22, 2022.

WHEREAS, Pittsburg County District I has received a donation from Trustee Arrowhead Estates in the amount of \$60,000.00 for road projects in the subdivision of Arrowhead Estates.

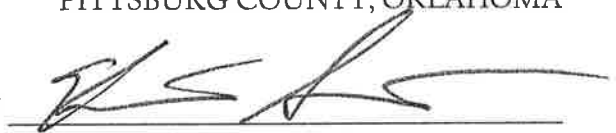
WHEREAS, Pittsburg County hereby accepts the donation from Trustee Arrowhead Estates in the amount of \$60,000.00, to be deposited into account 1235-6-4100-4151, named the Arrowhead Estates Donation Account.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby accept the donation from Trustee Arrowhead Estates in the amount of \$60,000.00 to be used for road projects in the subdivision of Arrowhead Estates.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



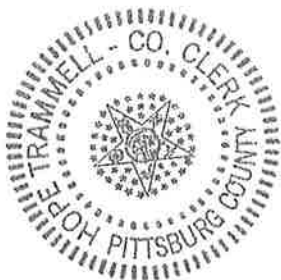
VICE CHAIRMAN



MEMBER



COUNTY CLERK



THIS CHECK IS DELIVERED FOR PAYMENT ON THE FOLLOWING ACCOUNTS

DATE	ACCOUNT

**TRUSTEE ARROWHEAD ESTATES**  
815 ARROWHEAD DR PH. 918-339-2230  
CANADIAN, OK 74426

9414

86-333/1031

DATE 8-18-2022



PAY TO THE ORDER OF

Pittsburgh County Dist. 1 \$ 60,000.00

Sixty Thousand dollars &  $\frac{00}{100}$  DOLLARS



Ron Steed  
Dana Dalton

FOR County Road work

IF INCORRECT, PLEASE RETURN - NO RECEIPT NECESSARY

RESOLUTION  
23-033

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, August 22, 2022.

WHEREAS, the Board of County Commissioners, Pittsburg County, do hereby appoint Mike Haynes to the Pittsburg County Floodplain Management Board at the request of Floodplain Vice-Chairman Donald Pryor.

WHEREAS, Mr. Haynes is a resident of rural Pittsburg County and has agree to accept the position.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby appoint Mike Haynes to the Pittsburg County Floodplain Management Board.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



Chairman

Vice-Chairman

Member

County Clerk

RESOLUTION  
23-034

The Board of County Commissioners, Pittsburg County, State of Oklahoma, met in regular session in the Conference Room of the Board of County Commissioners at the Pittsburg County Courthouse in McAlester, Oklahoma, on the 22<sup>nd</sup> day of August, 2022 at Nine o'clock a.m.

Present: Charlie Rogers, Kevin Smith, Ross Selman

Absent: None

(Other Proceedings)

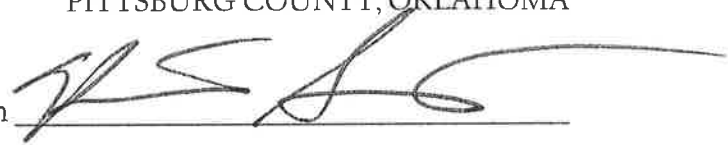
WHEREAS, the Board of County Commissioners, Pittsburg County, do hereby approve the adoption of the 5 year road and bridge plan through the County Improvements to Roads & Bridges Fund.

THEREUPON, the Chairman introduced this resolution, read in full and upon motion by Commissioner Smith, seconded by Commissioner Selman, this Resolution has been adopted.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

Chairman



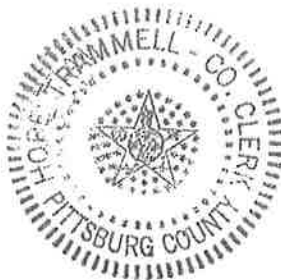
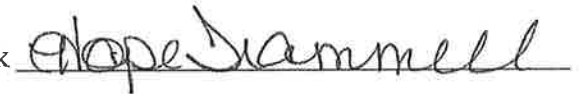
Vice-Chairman



Member



County Clerk





Revised 2/7/2022	PROJECT	ENGINEER	I/P	PHASE	FEDERAL DOLLARS ELIGIBLE	CIRB SPENT/ ENCUMBERED	CIRB PROGRAM	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	HOLD PROJECTS DISTRICT 1	HOLD PROJECTS DISTRICT 2	HOLD PROJECTS DISTRICT 3
PITTSBURG	CIRB Span Bridge on NS 420 Over N Jackfork Creek 0.25 mile S Savage Road	OLSSON	32927	ENGINEERING	YES	\$ 137,000.00	\$ -								
				RIGHT-OF-WAY		\$ 25,000.00	\$ -								
				UTILITIES		\$ 25,000.00	\$ -								
				CONSTRUCTION		\$ -	\$ -								
PITTSBURG	0.25 miles on McNally Road (EW131) ID 022/NBI 20671 over Lick Creek, Bridge & Approaches project 2.5 miles north and 1 mile west of Featherston <i>REMOVE</i>	BENHAM	23492	ENGINEERING	YES	\$ 88,569.00	\$ -								
				RIGHT-OF-WAY		\$ 45,000.00	\$ -								
				UTILITIES		\$ 30,000.00	\$ -								
				CONSTRUCTION		\$ -	\$ -								
PITTSBURG	3.6 miles on Cabiness Road Phase I (NS394 / MC6154C), 3R Resurfacing project from US-70 extending north and east to junction of Cabiness Road & EW140.5 Road, 3.5 miles west of Arpelar	GUY	32361	ENGINEERING	NO	\$ 155,728.44	\$ -								
				RIGHT-OF-WAY		\$ -	\$ -								
				UTILITIES		\$ -	\$ -								
				CONSTRUCTION		\$ -	\$ 955,000	\$ 955,000							
PITTSBURG	3.0 miles on Cabiness Road Phase II (NS394 / MC6154C), 3R Resurfacing project from 0.25 miles from junction of Cabiness Road & EW140.5 Road extending north, near Arpelar		32361	ENGINEERING	NO	\$ -	\$ -								
				RIGHT-OF-WAY		\$ -	\$ -								
				UTILITIES		\$ -	\$ -								
				CONSTRUCTION		\$ -	\$ 1,886,823	\$ 1,886,823							
PITTSBURG	0.25 miles on Burns Loop (NS415), ID 186/ NBI 13698 over Unnamed Creek, Bridge & Approaches, approx. 2.2 miles south & 8.0 miles east of Blanco		29997	ENGINEERING	YES	\$ 115,606.71	\$ -								
				RIGHT-OF-WAY		\$ -	\$ 25,000			\$ 25,000					
				UTILITIES		\$ -	\$ 25,000			\$ 25,000					
				CONSTRUCTION		\$ -	\$ 1,300,000					\$ 1,300,000			
PITTSBURG	0.25 miles on Russelville Road (NS428) ID 210/NBI 06679 over Unnamed Creek, Bridge & Approaches project 2 miles north and 1.75 miles west of Quinton <i>REMOVE</i>	BENHAM	22490	ENGINEERING	YES	\$ 74,146.00	\$ -								
				RIGHT-OF-WAY		\$ -	\$ 25,000			\$ 25,000					
				UTILITIES		\$ -	\$ 25,000			\$ 25,000					
				CONSTRUCTION		\$ -	\$ 200,000					\$ 200,000			
PITTSBURG	0.25 miles on S Brewer Road (NS403 / MC6160C), ID 144/ NBI 09205 over Chun Creek, Bridge & Approaches, approx. 1.5 miles north & 3 miles east of Kiowa		29995	ENGINEERING	YES	\$ 93,490.00	\$ -								
				RIGHT-OF-WAY		\$ -	\$ 25,000					\$ 25,000			
				UTILITIES		\$ -	\$ 25,000					\$ 25,000			
				CONSTRUCTION		\$ -	\$ 750,000					\$ 750,000			
PITTSBURG	3.8 miles on Haywood Road (NS397 / MC6156C), 3R Resurfacing project from SH-31 extending north to US-270, near Haywood		32357	ENGINEERING	YES	\$ -	\$ 100,000								\$ 100,000
				RIGHT-OF-WAY		\$ -	\$ 25,000							\$ 25,000	
				UTILITIES		\$ -	\$ 25,000							\$ 25,000	
				CONSTRUCTION		\$ -	\$ 2,000,000						\$ 2,000,000		
PITTSBURG	8.0 miles on Adamson Road (EW143.8 / MC6124C), 3R Cold in Place Recycling project from SH-31 extending east to NBI 15608, near Krebs		61001	ENGINEERING	NO	\$ -	\$ 100,000						\$ 100,000		
				RIGHT-OF-WAY		\$ -	\$ -								
				UTILITIES		\$ -	\$ -								
				CONSTRUCTION		\$ -	\$ -								
PITTSBURG	3.0 miles on East Herford Lane (EW142), ID 47A / NBI 08098 over Un-Named Creek, Bridge & Approaches. Approx 1.5 Miles East and 1.8 Miles North of McAlester		61002	ENGINEERING	YES	\$ -	\$ 100,000								\$ 100,000
				RIGHT-OF-WAY		\$ -	\$ -								
				UTILITIES		\$ -	\$ -								
				CONSTRUCTION		\$ -	\$ -								
						\$ 22,001,481.10		\$ 2,981,323	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ 300,000	\$ 2,100,000	\$ 2,250,000

Pittsburg	I/P	Project Name	Engineering	Right-of-Way	Utilities	Construction	CIRB Dollars Spent	FY of Construction	Reviewed
District # 1	23482	Crowder Blocker Road	\$ 248,895.06	\$ 386,073.86	\$ -	\$ 2,604,515.79	\$ 3,239,484.71	2012	1/5/2022
District # 1	29993	Hartshorne Overlay	\$ 28,328.93	\$ -	\$ -	\$ 1,059,710.12	\$ 1,088,039.05	2013	1/5/2022
District # 1	32196	Crowder Blocker Slide Repair	\$ 4,540.02	\$ -	\$ -	\$ 10,424.00	\$ 14,964.02		1/5/2022
District # 1	32358	Blocker Road	\$ 154,224.20	\$ -	\$ -	\$ 3,100,187.56	\$ 3,254,411.76	2020	1/5/2022
District # 1	23886	Fairview Road	\$ 73,394.00	\$ 30,000.00	\$ 50,000.00	\$ 260,000.00	\$ 620,680.85	2022	
Total Spent by District							\$ 8,217,580.39		
District # 2	22491	SW Hartshorne Bridge	\$ -	\$ 4,891.19	\$ 16,216.50	\$ 186,179.16	\$ 207,286.85	2016	2/4/2022
District # 2	22538	Buck Creek	\$ -	\$ 316.35	\$ -	\$ 98,885.34	\$ 99,201.69	2016	2/4/2022
District # 2	23479	Krebs Bridge	\$ -	\$ 578.78	\$ -	\$ 119,108.83	\$ 119,687.61	2013	2/4/2022
District # 2	23491	Brushy Creek	\$ -	\$ 1,373.46	\$ 5,289.34	\$ 1,061,359.42	\$ 1,068,022.22	2014	2/4/2022
District # 2	23885	SE Blanco Bridge	\$ -	\$ 437.53	\$ -	\$ 139,735.39	\$ 140,172.92	2013	2/4/2022
District # 2	29992	Blanco Overlay	\$ 11,085.61	\$ -	\$ -	\$ 904,870.02	\$ 915,955.63	2013	2/4/2022
District # 2	32356	Ashland Road Phase 1	\$ 46,842.96	\$ -	\$ -	\$ 2,274,900.67	\$ 2,321,743.63	2019	2/4/2022
District # 2	32359	Ashland Road Phase 2	\$ 23,945.56	\$ -	\$ -	\$ 1,386,835.90	\$ 1,410,781.46	2020	2/4/2022
Total Spent by District							\$ 6,282,852.01		
District # 3	22949	Bull Creek	\$ -	\$ 864.97	\$ -	\$ 337,149.63	\$ 338,014.60	2015	2/4/2022
District # 3	25471	Coal Creek	\$ -	\$ 3,050.00	\$ -	\$ 1,432,648.88	\$ 1,435,698.88	2010	2/4/2022
District # 3	29994	Scipio / Tannehill Road	\$ 5,144.45	\$ -	\$ -	\$ 1,716,971.34	\$ 1,722,115.79	2016	2/4/2022
District # 3	29996	Wildhorse Creek	\$ 47,532.14	\$ 180.00	\$ -	\$ 246,402.91	\$ 294,115.05	2019	2/4/2022
District # 3	32930	Choate Prairie	\$ 31,956.23	\$ -	\$ -	\$ 2,869,608.00	\$ 2,901,564.23	2020	2/4/2022
Total Spent by District							\$ 6,691,508.55		

	Prior to Current FY	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
<b>DISTRICT 1 CIRB SPENT FISCAL YEAR TO DATE</b>	\$ 8,475,295.39	\$ 8,475,295.39	\$ 8,475,295.39	\$ 8,475,295.39	\$ 8,475,295.39	\$ 8,525,295.39
<b>DISTRICT 2 CIRB SPENT FISCAL YEAR TO DATE</b>	\$ 6,678,948.72	\$ 7,018,948.72	\$ 7,018,948.72	\$ 7,068,948.72	\$ 7,068,948.72	\$ 7,068,948.72
<b>DISTRICT 3 CIRB SPENT FISCAL YEAR TO DATE</b>	\$ 6,847,236.99	\$ 9,488,559.99	\$ 9,488,559.99	\$ 9,488,559.99	\$ 9,488,559.99	\$ 9,488,559.99
<b>ACCUMULATED DOLLARS SPENT + DOLLARS PROGRAMMED</b>	\$ 22,001,481.10	\$ 24,982,804.10	\$ 24,982,804.10	\$ 25,032,804.10	\$ 25,032,804.10	\$ 25,082,804.10
<b>ACCUMULATED SHARE OF DOLLARS TO COUNTY</b>	\$ 17,350,783.69	\$ 19,031,339.24	\$ 20,698,005.91	\$ 22,364,672.58	\$ 24,031,339.24	\$ 25,698,005.91
<b>CED ACCUMULATED DOLLARS SPENT + DOLLARS PROGRAMMED</b>	\$ 171,398,030.82	\$ 188,744,454.82	\$ 199,921,875.11	\$ 210,848,695.03	\$ 222,763,695.03	\$ 231,398,102.43
<b>ACCUMULATED SHARE OF DOLLARS TO CED</b>	\$ 156,157,053.18	\$ 171,282,053.18	\$ 182,907,053.18	\$ 194,532,053.18	\$ 206,157,053.18	\$ 217,782,053.18

RESOLUTION  
23-035  
To Advertise

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, August 22, 2022.

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

One (1), Used Pumper/Tanker  
Lease Purchase with Financing Included

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

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

Sealed bids will be received and filed with the Pittsburg County Clerk until Friday, September 2, 2022 at 4:00 p.m. All bids received after 4:00 p.m. on Friday, September 2, 2022 WILL NOT BE OPENED. Bids will be opened on Tuesday, September 6, 2022 at 10:00 a.m. in the Board of County Commissioners Conference Room, 115 E. Carl Albert Pkwy, McAlester, Oklahoma. The Board of County Commissioners, Pittsburg County, reserves the right to reject any and all bids and re-advertise.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



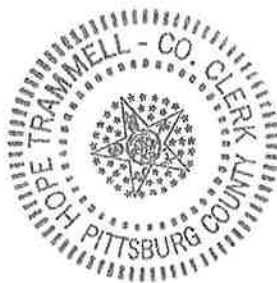
VICE CHAIRMAN



MEMBER



COUNTY CLERK



## BID SPECIFICATIONS

One (1) Used Pumper-Tanker, Lease Purchase with Financing Included

**Shady Grove Fire Department will be making a \$51,453.47 down payment, provided through a Rural Economic Action Plan (REAP) Grant.**

2000 or new model year

150,000 miles or less

Diesel Engine

Automatic Transmission

Air Conditioned

Color: Red

2,000 gallons or larger, Poly Tank

20 gallons or larger, Foam Tank

Top Mount

Front Bumper with 1 1/2" trash line

Deck Gun

Work lights all around truck

1500 gallons waterus pump

Water level indicator on back and side of truck

21 1/2" cross lays

Outside attached speaker to hear radio traffic

2" hose lay on back

Motorola Radio or equivalent

Siren

Q2 Siren

Air Horns

2 Fill Line in back

Dump Shoot on back

Hydraulic Portable Tank Rack



**PREPAREDNESS  
RESPONSE  
RECOVERY  
MITIGATION**

August 1, 2022

Jurisdiction: **Pittsburg County**

Subject: FY 2022 EMPG Notice of Intent Approval

The Oklahoma Department of Emergency Management and Homeland Security (ODEMHS) would like to thank you for your interest in the Fiscal Year 2022 Emergency Management Performance Grant (EMPG).

Your Notice of Interest (NOI) for FY22 EMPG has been approved. **\$50,000** will be obligated to **Pittsburg County**, Oklahoma designated as the "Subrecipient" within official documents, pending the completion of the attached application. Once your application is completed and approved, an award letter will be issued by the ODEMHS Director.

**The initial application must be submitted by August 31<sup>st</sup>, 2022,** to be eligible for the award. The application must be finalized by September 30<sup>th</sup>, 2022, to be awarded. Time extensions may be granted with a written request.

Should you have questions, comments, or concerns, please contact the EMPG team at [empg@oem.ok.gov](mailto:empg@oem.ok.gov) or call 405-521-2481 and ask for the EMPG team.

Thank you,

Brianna Thomas  
Deputy Chief Financial Officer/Federal Fiscal Programs Director

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# Emergency Management Performance Grant Program

## OK FY22 EMPG Subgrant

### Program Description

#### Issued By

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

#### CFDA / Assistance Listings Number

97.042

#### Program Title

Emergency Management Performance Grant (EMPG) Program

#### Funding Opportunity Title

ODEMHS Fiscal Year 2022 Emergency Management Performance Program – Subgrant

#### Project Title

LPP - EMPG FY 2022: **Pittsburg County**

#### Authorizing Authorities for Program

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. § 5121 et. Seq. (the Stafford Act)
- Post-Katrina Emergency Management Reform Act of 2006, as amended, 6U.S.C. § 762
- FEMA Preparedness Grants Manual, Version 3
- DHS NOFO Fiscal Year 2022 EMPG Program
- Title 2, Code of Federal Regulations (CFR)
- U.S. Department of Homeland Security Presidential Directive 5 (HSPD-5)
- 2022 - 2026 FEMA Strategic Plan
- Oklahoma Emergency Management Act 2003, 63 O.S. 683. 1 et. Seq.
- Oklahoma Statutes Title 63 - 683

#### Announcement Type

Agreement and Application

#### Program Category

Preparedness: Emergency Management

#### Period of Performance

October 1, 2022 – September 30, 2023



# Oklahoma FY22 Emergency Management Performance Subgrant Program Agreement

The agreement is entered into by and between The State of Oklahoma Department of Emergency Management and Homeland Security (ODEMHS), further referred to as the "Recipient", and **Pittsburg County**, Oklahoma, further referred to as the "Subrecipient". The

Recipient shall pay the Subrecipient for required works performed under the Fiscal Year 2022 Oklahoma EMPG application and this contractual agreement the sum of **\$ 50,000.00** dollars in **agreement with the following terms and conditions:**

## Article 1. Purpose

The purpose of this agreement is to provide a 50/50 Subgrant with a portion of the funds awarded to the State of Oklahoma under the Federal Emergency Management Agency (FEMA)'s Emergency Management Performance Grant (EMPG) Program. The EMPG program encourages the development of a comprehensive emergency preparedness system for all hazards for the State and local governments, as defined by the *FEMA Fiscal Year 2022 EMPG Notice of Funding Opportunity (NOFO)*.

## Article 2. Eligibility Criteria

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

1. The Subrecipient must have a current existing Emergency Management Program. Refer to **Article 3: Scope of Work** for additional information on this requirement.
2. The Subrecipient must have a paid Emergency Management Director, either full or part time, who works at least 20 hours a week, and is employed as defined under Oklahoma State Statute, Title 63-683.11 to 13, Emergency Management Compact and the Fair Labor Standards Act.
3. The Emergency Management Program budget must exceed the EMPG dollar amount and cover the entire cost of the Subrecipient's emergency management office, independent of any subgrant monies. The EMPG is based on a 50/50 match (50% local and 50% federal).
  - a. A certified copy of the Emergency Management Budget for the Subrecipient must be included with the application.
    - i. **Please note:** the Subrecipient cannot replace the Emergency Management Program's budget with EMPG funds. The EMPG funds are supplemental funds for improving and/or increasing the Subrecipient's Emergency Management Program only and cannot be used to supplant existing funds.
4. Grant funds and/or grant matching funds may not be used for costs to support hiring sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities. **Refer to Article 5: Funding Guidelines – Unauthorized Expenditures.**
5. A facility or location must be designated as the Subrecipient's Emergency Operations





Center (EOC) with the capacity to coordinate response efforts and resource capabilities in the event of an incident

6. The Subrecipient must submit a list of their Jurisdictional All – Hazard, Whole Community Planning Group Annexes or Emergency Support Function (ESF) representatives, Tribal representatives, Higher – Education representatives, business partners, as well as any other persons the Local Planning Group deems necessary to promote the “whole community” concept of planning. The Planning Group list will include name, position, email, and phone number.
7. Maintain a 24-hour point of contact who will promptly report to the State Emergency Operations Center (SEOC) Duty Officer at **1-800-800-2481**, all significant impacting events happening within the jurisdiction, per *State Statute, Title 63-683.11. E.*
8. Maintain a current Emergency Operations Plan (EOP) to be updated and / or reviewed annually, per *State Statute, Title 63-683.11. D.*
9. The applying jurisdiction must be National Incident Management System (NIMS) Compliant and maintain compliance throughout the Period of Performance. To ensure this requirement is fulfilled, the Subrecipient must successfully complete the NIMS Compliance Survey through the Oklahoma Office of Homeland Security and provide their NIMS Compliance Certificate upon submitting the grant application

### Article 3: Scope of Work

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

The following eleven (11) activities are the minimum requirements that shall be completed by the Subrecipient. All deliverables will be submitted to ODEMHS via the OK EMGrants platform.

#### Planning and Preparedness

1. *Quarterly All-Hazard, Whole Community Planning Group Meetings*

An All-Hazard, Whole Community Planning Group within your jurisdiction will be formed or continued, consisting of all Community Lifeline / Annexes and / or Emergency Support Function (ESF) representatives, Tribal representatives, Higher Education representatives, and business partners, as well as any other persons the Planning Group deems necessary to promote the “whole community” concept of planning. Meetings must be conducted quarterly at a minimum.

**Note:** In the case meetings are not permitted in person due to an unforeseen circumstance,



online meetings are allowed and encouraged.

**Note:** Regional Emergency Management Meetings do not fulfill this requirement.

Measurement Methods / Required Documentation:

- a. A meeting invitation letter for each meeting to include a mailing list (can be an email copy)
- b. An agenda
- c. Dated sign-in sheets for each quarterly meeting.
- d. Minutes for each quarterly meeting. EOP planning should be reflected within these minutes.

2. *Emergency Operations Plan*

The Subrecipient must have an Emergency Operations Plan (EOP) to participate in the EMPG program. The All-Hazard, Whole Community Planning Group will be directly involved in the quarterly planning and updates of the Subrecipient's EOP. The EOP will be updated in accordance with the Comprehensive Preparedness Guide (CPG) 101 Version 2.0 (2010) and by the State Statute (see **Article 2.8 Eligibility Criteria**).

**Note:** Approval pages signed outside of the grant cycle will not be accepted.

Measurement Methods / Required Documentation:

- a. Quarterly updates utilizing the CPG 101, Version 2.0 Plan Analysis Tool
- b. An EOP approval page signed annually by each of the Annexes or ESF representatives and the Subrecipient's highest elected (officials) by the 4<sup>th</sup> quarter report and no later than October 10, 2023. A form has been provided for this requirement.

3. *List of Current and Ongoing Whole Community Preparedness Projects / Activities*

A list of new and / or ongoing Whole Community Preparedness activities, projects, and events should be completed quarterly. These can include Whole Community preparedness projects, local preparedness events, schools, and / or civic group presentations, preparedness fairs, etc. Remember to include all Emergency Response Agencies / Organizations' preparedness efforts in the reports, including those of the Annexes or ESF representatives within the All-Hazard, Whole Community Planning Group.

**Note:** A summary of activities/events/projects will be utilized to fulfill this requirement. Screenshots, pictures, newspaper clippings, etc. will be considered "additional narrative" and **will not fulfill the requirement on their own**.

Measurement Methods / Required Documentation:

- a. Submit a summary of your anticipated Emergency Management / Whole Community Preparedness activities for the current grant year with the application
- b. On a quarterly basis, submit progress reports / summaries for preparedness activities within your jurisdiction. Examples of appropriate



preparedness projects include, but are not limited to, outreach at the Subrecipient's events and some social media presence.

4. *Attendance of the Regional (Strategic) Planning Workshop*

The ODEMHS Planning Division, in conjunction with local Emergency Managers within the region, will host a Regional (Strategic) Planning Meeting. The Emergency Management Director or designee must attend their Region's Workshop in its entirety.

**Note:** This requirement may be waived by the ODEMHS Agency Director and / or Deputy Director due to certain circumstances such as a disaster. The decision will be announced to Subrecipients prior to the event.

Measurement Methods / Required Documentation:

- a. A copy of the Region's Attendance Certificate and / or other appropriate document, such as the agenda, hotel receipt, and sign – in sheets for all days, shall be submitted to OK EMGrants by the 4<sup>th</sup> quarter report and no later than October 10, 2023.

## Training and Exercises

5. *Current List of Training and Exercises*

The current Training and Exercise plans will be a topic of discussion of the All-Hazard, Whole Community Planning Group.

Measurement Methods / Required Documentation:

- a. A list of the training produced by all Annex or ESF agencies for the completed quarter will be submitted to OK EMGrants for each quarterly report.
- b. A list of the exercises produced by all Annex or ESF agencies for the completed quarter will be submitted to OK EMGrants for each quarterly report.

6. *EMPG Required Training*

All paid emergency management staff working for the Subrecipient are required to complete eleven (11) FEMA courses within one (1) year of their hire date. This includes all courses listed in Group 1, and either all the courses in Group 2 (Independent Study Online- Personal Development Series) **or** all the courses in Group 3 (Basic Academy). Please see the table below regarding these required courses.

Measurement Methods / Required Documentation:

- a. Submit either FEMA Transcript and / or FEMA Course Certificates proving the completion of course work for all paid emergency management staff must be turned in with the application, except for personnel that have not reached their one (1) year anniversary as a paid employee.
- b. The new staff members will have until the end of the grant cycle following their work anniversary to submit their training documentations.
- c. Unless otherwise stated, only the listed versions or newer of the courses below are accepted. Any other version, aside from Group 1, will fulfill this requirement.



Group 1	
<ul style="list-style-type: none"> <li>• IS – 100 (any version)</li> <li>• IS – 200 (any version)</li> </ul>	<ul style="list-style-type: none"> <li>• IS – 700 (any version)</li> <li>• IS – 800 (any version)</li> </ul>
Group 2	Group 3
<ul style="list-style-type: none"> <li>• IS – 120 version a, b, or c</li> <li>• IS – 230 version d or e</li> <li>• IS – 235 version b or c</li> <li>• IS – 240.b</li> <li>• IS – 241.b</li> <li>• IS – 242.b</li> <li>• IS-244.b</li> </ul>	<ul style="list-style-type: none"> <li>• IS – 230 version d or e</li> <li>• E / L 101</li> <li>• E/L 102</li> <li>• E/L 103</li> <li>• E/L 104 or 146</li> <li>• E/L 105</li> </ul>

7. *Oklahoma Optional Training*

All paid emergency management staff are highly encouraged to complete the three (3) following courses: ICS – 300 Intermediate ICS for Expanding Incidents, ICS – 400 Advanced Command and General Staff-Complex Incidents, and G – 191 ICS EOC Interface within the grant's period of performance. For Fiscal Year 2022, this is an optional requirement, however, may become a requirement in future subgrants.

8. *Two (2) Exercises of Any Type*

The Subrecipient must conduct two (2) exercises of any type annually within their jurisdiction. The exercises should be based on local – approved plans, including but not limited to the Emergency Operations Plan (EOP), Hazard Mitigation Plan, Recovery / Maintenance Plans, etc. The types of exercises are Seminars, Workshops, Tabletops, Games, Drills, Functional, and Full – Scale, and they can be conducted as stand – alone events or in conjunction with an event such as the local planning meeting. All exercises must comply with the Homeland Security Exercise and Evaluation Program (HSEEP) requirements and format.

**Note:** ODEMHS and/or regionally hosted exercises, such as WebEOC Drills and Regional Coordination, will not fulfill this requirement. These exercises must exercise the Subrecipient's jurisdictional Emergency Operations Plan.

Measurement Methods / Required Documentation:

- a. A copy of the Subrecipient After Action Report and Improvement Plan (AAR / IP) for each exercise must be submitted to OK EMGrants by the 4<sup>th</sup> quarter report and no later than October 10, 2023.



9. *Quarterly Regional Communication Drill/Exercise Participation*

The Emergency Management Director or designee must participate quarterly in their region's Communications Drill/Exercise through radio communication, phone call, and / or creating a Planned Event entry into the Oklahoma Emergency Management WebEOC Portal.

**Note:** Participation in Communications Drills/Exercises for regions that the subrecipient does not belong to is highly encouraged but will not count towards their EMPG requirement.

Measurement Methods / Required Documentation:

- a. Copy of the event ICS 205 Form
- b. A copy of the Regional After-Action Report and Improvement Plan (AAR / IP) for each exercise must be submitted to OK EMGrants by the 4th quarter report and no later than October 10, 2023.

## Additional Requirements

10. *Event Reporting*

Pursuant to Oklahoma Statute Title 63-683.11. E 63, all impacting significant events within the Subrecipient's jurisdiction resulting in a threat to life, safety, or public health, and adverse impact on the local economy, or stress placed on local resources, any mutual aid request outside of the county, and / or regional resources must be reported to the and / or regional resources must be reported to the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS). In addition, any event that your local jurisdiction would sign a disaster / emergency proclamation and request the State for Federal declaration assistance must also be reported to qualify for potential disaster assistance.

Measurement Methods / Required Documentation:

- a. Create and maintain updates via WebEOC Local Boards and / or through contacting the State Emergency Operations Center (SEOC) Duty Officer (See **Article 2.7: Eligibility Criteria**).

## Article 4. Authorized Representatives

The Agency Director of the Oklahoma Department of Emergency Management and Homeland Security and the Subrecipient's Director of Emergency Management shall be the authorized representatives to complete work and negotiate changes to this agreement. On a form provided by ODEMHS, the Subrecipient will identify a Director of Emergency Management, an alternate point-of-contact (such as a deputy director), and the Subrecipient's official mailing address. The Director of Emergency Management for the Subrecipient will serve as the official point-of-contact (POC), responsible for reporting on, or responding to inquiries regarding the five (5) phases of emergency management (mitigation, prevention, protection (both formerly combined into preparedness), response, and recovery) to include incident reporting (see **Article 3.10: Scope of Work – Event Reporting**).



## Article 5. Funding Guidelines

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

### Authorized Expenditures:

#### *Operations*

FY22 EMPG Subgrant funds may be used for all hazards local Emergency Management operations activities that may include, but are not limited to:

- a. Staffing including salary and personnel costs
- b. Compensatory time off
- c. Overtime
- d. Day-to-day activities in support of Emergency Management
- e. Associated fringe benefits

#### *Planning*

FY22 EMPG Subgrant funds may be used for a range of Emergency Management planning activities that may include, but are not limited to:

- a. Community based planning to advance the Whole Community, Security and Emergency Management concept.
- b. Maintaining a current Hazard Mitigation plan inclusive of a Threat Hazard Identification and Risk Assessment (THIRA).
- c. Maintaining current Emergency Operations procedures that conform to the guidelines outlined in CPG 101 v.2.
- d. Developing and/or enhancing comprehensive Emergency Management plans.

#### *Training*

FY22 EMPG Subgrant funds may be used for a range of Emergency Management related training activities for the purposes of enhancing local Emergency Management's personnel capabilities.

Training related expenses may include, but are not limited to:

- a. Training development, delivery, and/or evaluation
- b. Overtime
- c. Travel, lodging and registration
- d. Hiring of full or part-time staff, contractors, or consultants



- e. Certification or recertification of Instructors

*Exercise*

FY22 EMPG Subgrant funds may be used for a range of Emergency Management related exercise activities for the purposes of testing and improving local Subrecipient's Emergency Management Operations plans. Qualifying exercises are those conducted within the Subrecipient's jurisdictional boundaries.

Exercise related expenses may include, but are not limited to:

- a. Exercise conduct, design, development, and evaluation
- b. Hiring full or part-time staff, contractors, or consultants
- c. Travel, lodging, and registration
- d. Supplies

*Equipment*

In accordance with 2 CFR 200.310, 200.313, and 200.316 allowable equipment categories for the EMPG FY22 program are listed on the web-based version of the Authorized Equipment List (AEL). Unless otherwise stated, equipment must meet all mandatory, regulatory and/or FEMA adopted standards to be eligible for purchase using these funds. Additionally, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. All requests to purchase Small Unmanned Aircraft Systems (SUAS) require pre - approval and must comply with Information Bulletin (IB) 426.

**Unauthorized Expenditures:**

- a. Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles). The only vehicle costs that are reimbursable are fuel and/or mileage.
- b. Equipment that is purchased for permanent installation and/or use beyond the scope of exercise conduct (e.g., electronic messaging signs).
- c. Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.
- d. Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, vehicles, or weapons systems of any kind with weapons installed.
- e. Costs associated with hiring, supplanting, equipping, training, etc. of sworn public safety officers whose primary job responsibilities include fulfilling traditional public safety duties such as law enforcement, firefighting, emergency medical services, or other first responder duties.
- f. Activities unrelated to the completion and implementation of the EMPG.
- g. Other items not in accordance with the authorized expenses listed above.



## Article 6. Subgrant Administration Requirements

1. Any tasking the Oklahoma Department of Emergency Management and Homeland Security receives from the U.S. Department of Homeland Security, FEMA or any other federal agency that is Emergency Management related and requires the assistance of the Subrecipient shall also be considered as part of the required tasking elements under the EMPG Subgrant.
2. If the Subrecipient receives \$750,000 or more in Federal funds in Subrecipients EMPG FY22, they are responsible for compliance with the provisions of 2 CFR 200.501. The Subrecipient shall submit a copy of their audit letter signed by the auditor to the Oklahoma Department of Emergency Management and Homeland Security and/or uploaded into the Federal Audit Clearinghouse.
3. The FY22 EMPG Subgrant is a performance-based grant. To ensure EMPG requirements compliance, each Subrecipients performance shall be monitored. The Subrecipient must have an active Community Profile project and should be visited a minimum of four (4) times each year by a Regional Coordinator or other representative of ODEMHS. The field visits shall be conducted at a mutually agreed date, time, and location during each quarter.
4. Within ten (10) days following the end of each quarter the EMPG Subrecipient will submit via OK EMGrants a progress report to Oklahoma Department of Emergency Management and Homeland Security. Submitted documentation shall be maintained by the Subrecipient and ODEMHS for a minimum of three (3) years and shall be compliant with 2 CFR 200.333. In the event the receipt of the progress report is 30 or more days delinquent, it may result in notification of the Chief Elected Official. If the reporting for two (2) quarters is simultaneously delinquent or incomplete, it can result in Award Reduction or administrative close – out of the grant.

Quarter	Start Date	End Dates	Due Date
1 <sup>st</sup> Quarter	October 1, 2022	December 31, 2022	January 10, 2023
2 <sup>nd</sup> Quarter	January 1, 2023	March 31, 2023	April 10, 2023
3 <sup>rd</sup> Quarter	April 1, 2023	June 30, 2023	July 10, 2023
4 <sup>th</sup> Quarter	July 1, 2023	September 30, 2023	October 10, 2023

## Article 7. Payment Terms

All payments will be contingent upon the Subrecipient's payment requests and supporting documentation of the Oklahoma Department of Emergency Management and Homeland Security review of required tasks. Should the Subrecipient meet the EMPG Subgrant performance requirements, the following shall occur:

1. Payment in the amount of 25% of the awarded FY22 EMPG Subgrant will be made by the Oklahoma Department of Emergency Management and Homeland Security for the First Quarter, after January 10, 2023. This is contingent upon receipt of the fully executed agreement and request for reimbursement from the Subrecipient. Documentation of the





first quarter's tasks and supporting documentation for expenditures and match requirements are required. Payment will not be made until the terms of the agreement have been met and affirmed by ODEMHS.

2. Payment in the amount of 25% of the awarded FY22 EMPG Subgrant will be made for the Second Quarter after April 10, 2023. This is contingent upon receipt of request for reimbursement from the Subrecipient. Documentation of the second quarter's tasks and supporting documentation for expenditures and match requirements are required. Payment will not be made until terms of the agreement have been met and affirmed by ODEMHS.
3. Payment in the amount of 25% of the awarded FY22 EMPG Subgrant will be made for the Third Quarter after July 10, 2023. This is contingent upon receipt of request for reimbursement from the Subrecipient. Documentation of the third quarter's tasks and supporting documentation for expenditures and match requirements are required. Payment will not be made until terms of the agreement have been met and affirmed by ODEMHS.
4. Final payment in the amount of 25% of the awarded FY22 EMPG Subgrant will be made for the fourth quarter after October 10, 2023. This is contingent upon receipt of request for reimbursement from the Subrecipient. Documentation of the fourth quarter's tasks and supporting documentation for expenditures and match requirements are required. Payment will not be made until terms of the agreement have been met and affirmed ODEMHS.

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

## **Article 8. Overmatch Funds**

The Subrecipient will provide quarterly payroll and fringe benefit reports with each request for reimbursement. Salary and fringe benefits amounts will be used to meet Subrecipients' 50/50 match requirements. The Subrecipient agrees that ODEMHS may use the documented salary and fringe benefits more than its match / Overmatch to meet its own match requirements. The Subrecipient may request to retain a portion of its Overmatch by written request and written approval by ODEMHS. The Subrecipient agrees to follow Code of Federal Regulations (2 CFR) and the FEMA Fiscal Year 2022 Emergency Management Preparedness Grant (EMPG) Notice of Funding Opportunity (NOFO) guidelines. The jurisdiction further agrees that overmatch funds provided to ODEMHS cannot be used to match any other Federal Funds.

## **Article 9. Time of Completion**

The Subrecipient shall complete all work from October 1, 2022, through September 30, 2023. A time extension may be approved through a written request and approval from the ODEMHS Grants Management Division.



## Article 10. General Provisions

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

## Article 11. Amendments

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

## Article 12. Waiver of Scope of Work Line Items

One (1) waiver relieving the Subrecipient from having to complete a basic scope of work line item (**Article 3 Scope of Work**) may be requested to the Grants Management Division and may be subject to approval by the ODEMHS Agency Director and / or the Grants Management Division Team.

## Article 13. Award Reduction or De - Obligation

If the Subrecipient fails to complete or adhere to the financial or performance based Subgrant requirements, the award amount is subject to a reduction or full de-obligation. This includes the lack of funding match, incomplete quarterly reports, and/or consistently late submissions of required documentations.

## Article 14. Suspension of Subgrant / Debarment from Future Awards

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



## **Article 15. Duration and Closeout**

This agreement shall be in full force and effective on October 1, 2022, for both parties and terminate on September 30, 2023. Either party may cancel this agreement by providing 15 days' notice in writing to the other party. ODEMHS may at its discretion extend the term of the closeout of this agreement. If approved, extensions are typically approved for no more than a 30-day period.

## **Article 16. Audit Clause**

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

## **Article 17. Non – Collusion**

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



# Oklahoma FY22 Emergency Management Performance Subgrant

## Appendix A. Federal Agreement Articles

### **Article I - USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

### **Article II - Universal Identifier and System of Award Management**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

### **Article III - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

### **Article IV - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

### **Article V - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

### **Article VI - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)



## **Article VII - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating based on disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

## **Article VIII - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

## **Article IX - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

## **Article X - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government

## **Article XI - Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

## **Article XII - Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.



## **Article XIII - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

## **Article XIV - National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

## **Article XV - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## **Article XVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination based on national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

## **Article XVII - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)



## **Article XVIII - Trafficking Victims Protection Act of 2000 (TVPA)**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

## **Article XIX - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

## **Article XX - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

## **Article XXI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

## **Article XXII - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.



## **Article XXIII - Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

## **Article XXIV - Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

## **Article XXV - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

## **Article XXVI - Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

## **Article XXVII - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

## **Article XXVIII - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.





## **Article XXIX - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

## **Article XXX - Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

## **Article XXXI - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination based on age in any program or activity receiving federal financial assistance.

## **Article XXXII - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

## **Article XXXIII - Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

## **Article XXXIV - DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.



Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

### **Article XXXV - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

### **Article XXXVI - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, based on sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

### **Article XXXVII - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines



issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

### **Article XXXVIII - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

### **Article XXXIX - Use of DHS Seal, Logo, and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

### **Article XL - Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

### **Article XLI - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.



# Oklahoma FY22 Emergency Management Performance Subgrant

## Appendix B. Program Changes

### Preparedness and Planning

The **Communication Initiative has been Removed**. This requirement has been replaced by the Quarterly Regional Communication Drill/Exercise Participation (see in the Training and Exercise section below).

Participants are expected to attend at least two (2) **Regional Emergency Management/ Preparedness Meetings** for their designated region aside from their Annual Workshop. An Agenda and Sign In Sheets are required; Minutes are optional.

### Training and Exercise

**Clarification on Exercises:** Exercises should be jurisdiction – focused projects. Exercises such as the ODEMHS WebEOC drill, evaluating another jurisdiction’s exercise, or similar exercises that do not focus on the jurisdictional gap/needs/plans will not be accepted for this requirement.

**Homeland Security Exercise and Evaluation Program**, also known as HSEEP, has long been a requirement for EMPG, however we will be more rigorous with this requirement starting with FY22 EMPG. If additional information is needed for the Subrecipient, they will need to contact their Regional Coordinator for assistance.

**Regional Communication Drill / Exercise Participation** is required at least once quarterly. These will be counted in their own category since the “Two Exercise of Any Type” requirement does not permit them. This replaces the Communications Initiative requirement of 2021.

### Additional Requirements

Formerly known as Article 4, **Event Reporting** was placed into the Scope of Work for EMPG 21 to ensure and encourage integration between local jurisdictions and the State Emergency Operations Center (SEOC). The lack of reporting or maintaining communication with the State can cause potential strain with regional capacity for a large scale or high-risk event. To minimize the strain, alerting the Watch Officer and / or Regional Coordinator on potentially hazardous event early on will allow for more time for assistance to be determined. In addition, the lack of event reporting can decrease the chance of getting assistance for recovery following a disaster due to the lack of information and awareness regarding the jurisdiction’s situation.



## Application Documentation

The **Delegation of Authority** form is an optional document that permits the Subrecipient's Highest Elected /Tribal Official(s) to delegate the quarterly Request for Payment activity to the Subrecipient's Emergency Management Director. This would include signing the form to get paid.

A **Proposed Preparedness Activities** form has been created to help form a list of activities, projects, training, and exercises to be completed and submitted with the application. This list is a proposal list and items are permitted to change throughout the period of performance. A summary and/or calendar of the activities can also suffice in lieu of this form.



# Oklahoma FY22 Emergency Management Performance Subgrant

## Appendix C. Required Application Documents

Listed below are the documents required for the successful completion of the FY 2022 EMPG application. All applications and documents are to be uploaded into OK EMGrants.

To register or to obtain access to OK EMGrants, please navigate to <https://ok.emgrants.com/>.

1. State of Oklahoma Designation of Subrecipient Agent
2. Delegation of Authority for request for payment (Optional)
3. All - Hazard, Whole Community Planning Group Member's List
4. Summary of your jurisdictions' anticipated Emergency Management whole community preparedness activities for the current grant year.
5. EMPG Training Checklist for all paid emergency management personnel listed on the Subgrant Funding Worksheet
6. EMI Independent Study Program Transcript Request Form (Optional)
7. Subgrant Funding Worksheet
8. Assurances and Certifications
  - a. Summary Sheet for Assurances and Certifications
  - b. Assurances: Non – Construction Programs\*
  - c. Assurances: Construction Programs
  - d. Certifications Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; and Drug-Free Workplace Requirements
  - e. Disclosure of Lobbying Activities (SF – LLL) (If Applicable)
9. Elected Official, City Manager, Tribal Officials Signature Page

Please provide the following documents.

1. FEMA transcript(s) and/or FEMA Course certificates for all paid emergency management staff employed for the jurisdiction for excess of one (1) year.
2. Certified Subrecipient's Official Emergency Management Program Budget
3. Subrecipient's NIMS Compliance Certificate



Oklahoma FY22 Emergency Management Performance  
Subgrant

**State of Oklahoma Designation of Subrecipient Agent**

**Subrecipient Information**

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

**Subrecipient Emergency Management Director (Primary Contact)**

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

**Subrecipient Emergency Management Alternate (Secondary Contact)**

Name:	Erin Brogdon	Agency:	Pittsburg County Emergency Management		
Physical Address:	705 EOC Drive McAlester, OK 74501				
Office #:	918-423-5655	Cell#:	918-424-0396	Email:	mcalester.pittscoem2@gmail.com

**Certification**

The above Primary and Secondary contacts are hereby authorized as the Subrecipient's point of contact (POC) for the purpose of reporting disaster and emergencies and the extent associated with them to Oklahoma Department Emergency Management and Homeland Security (ODEMHS). The above designated point of contacts is further authorized to take such action, prepare required documentation, and attend meetings (i.e., applicant briefing or kick off meetings) as may be required on behalf of the Subrecipient.

Governing Body:	Pittsburg County Board of County Commissioners				
Certifying Official:	Kevin Smith				
Title:	Chairman, BOCC				
Office #	918-423-1338	Cell#	918-424-5644	Email:	bocc@pittsburg.okcounties.org



**Delegation of Authority**

(Optional)

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

1. The Delegate may request reimbursement(s) under the Emergency Management Performance Grant contractual agreement for an amount not to exceed the award amount within the period of performance.
2. This delegation remains effective for the duration of the FY 2022 Emergency Management Performance Grant unless revoked in writing by the Delegating Official.
3. The authority delegated is not subject to sub-delegation without the prior and express written consent of the Delegating Official.

  
\_\_\_\_\_  
**Signature, Delegating Official**

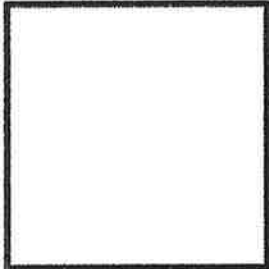
Kevin Smith, Chairman Pittsburg County BOCC  
\_\_\_\_\_  
**Name and Title**

8/22/2022  
**Date**

  
\_\_\_\_\_  
**Signature, Delegate**

Kevin Enloe, Director Pittsburg Co. Emergency Mgmt  
\_\_\_\_\_  
**Name and Title**

8/22/2022  
**Date**



Notary





**All Hazard, Whole Community Planning Group Member's List**

Annex/ESF	Name	Phone	E-mail	Agency Organization
Transportation	Charlie Rogers	918-470-2951	bocc@pittsburg.okcounties.org	Pittsburg County Board of County Commissioners
	Kevin Smith	918-424-5644	bocc@pittsburg.okcounties.org	
	Ross Selman	918-470-8753	bocc@pittsburg.okcounties.org	
Communications	Jared Weeks	918-470-4461	Jered12@hotmail.com	Pitts Co Emergency Mgmt Pitts Co Emergency Mgmt City of McAlester
	David Weeks	918-424-0728	Kd5jcx@yahoo.com	
	Shawn Smith	918-423-9300	Shawn.smith@cityofmcalester.com	
	Wade Mathis	918-470-2954	pittsburgcounty@hotmail.com	
Public Works & Engineering	Larry Christman	918-424-3290	bocc@pittsburg.okcounties.org	Pitts Co Dist 1 Pitts Co Dist 2 Pitts Co Dist 3 City of McAlester
	Lee Kirkes	918-470-8754	pcd3_52@hotmail.com	
	Jeb Jones	918-329-6707	jeb.jones@cityofmcalester.com	
	Brett Brewer	918-424-1352	Brett.brewer@cityofmcalester.com	
Firefighting	Danny Choat	918-617-0653	Choat331@gmail.com	McAlester Fire Dept Highway 9 FD/Pres FF Assoc.
	Kevin Enloe	918-424-9110	mcalester.pittscoem1@gmail.com	
Emergency Management	Leonard Baughman	918-916-1977	om	McAlester/Pittsburg County Emergency Management
	Erin Brogdon	918-424-0396	mcalester.pittscoem3@gmail.com	
	Denton Cossey	918-429-3161	om	
			mcalester.pittscoem2@gmail.com	
			om	
Mass-Care, Housing & Human Services	Rene Beezley	918-421-0904	Rene.beezley@redcross.org	American Red Cross Pittsburg Co. Health Dept
	Chris Comer	918-318-7009	Chris.comer@health.ok.gov	
Logistics Management & Resource Support	Hope Trammell	918-423-4934	pittscountyclerk@yahoo.com	Pitts Co. Clerk Pittsburg County Commissioners Office
	Sandra Crenshaw	918-423-1338	bocc@pittsburg.okcounties.org	
Public Health & Medical Services	Juli Montgomery	515-422-1877	julim@health.ok.gov	Pittsburg Co. Health Dept Pittsburg Co. Health Dept MERC
	Chris Comer	918-318-7009	Chris.comer@health.ok.gov	
	Kari Beggs	405-226-3529	karib@mcems.us	



Search & Rescue	Chis Morris Kevin Heard Kevin Enloe	918-424-9201 918-424-7393 918-424-9110	cmorris@pittsburgsheriff.com kevin.hearod@cityofmcalester.com mcalester.pittscoem1@gmail.com	Pittsburg Co. Sheriff McAlester Police Dept Pitts Co. EM
Oil & Hazardous Materials Response	Brett Brewer Jonathan Schulz Kevin Enloe	918-424-1352 918-429-2848 918-424-9110	Brett.brewer@cityofmcalester.com Jonathan.schulz@deq-ok.gov mcalester.pittscoem1@gmail.com	McAlester Fire Dept OK DEQ Pitts Co. EM
Agriculture & Natural Resources	Michele VanPelt David Cantrell	918-423-7803 918-423-4120	Pcas1206@yahoo.com David.cantrell@okstate.edu	Pittsburg Co. Animal Shelter OSU Extension Office
Energy	Frank Phillips	918-424-0102	fiphillips@aep.com	PSO
Public Safety & Security	Chris Morris Kevin Heard	918-424-9201 918-424-7393	cmorris@pittsburgsheriff.com kevin.hearod@cityofmcalester.com	Pittsburg Co. Sheriff McAlester Police Dept
Long-Term Community Recovery	Rene Beezley Juli Montgomery Kari Beggs	918-421-0904 515-422-1877 405-226-5329	Rene.beezley@redcross.org julim@health.ok.gov karib@mcems.us	American Red Cross Pitts Co. Health Dept MERC
External Affairs	Kevin Enloe Chris Morris	918-424-9110 918-424-9201	mcalseter.pittscoem1@gmail.com cmorris@pittsburgsheriff.com	Pitts Co. EM Pittsburg Co. Sheriff
Higher Ed	Anne Brooks	918-32-3603	abrooks@eosc.edu	Eastern Oklahoma State College
Tech Centers	Raymond Wilson	918-426-0940	rwilson@ktc.edu	Kiamichi Vo. Tech
Secondary Schools	Robert Steeber	918-423-4771	rsteeber@mcalster.k12.ok.us	McAlester Public Schools
Tribal Member	Jeff Hansen	580-579-2291	Jhansen@choctawnation.com	Choctaw Nation
Private Partners				
(Other)				



Oklahoma FY22 Emergency Management Performance  
Subgrant

**Proposed Preparedness Activities**

Quarter	Preparedness Activity	Training	Exercise
1 (10/1 – 12/31/22)	All Hazards Preparedness  Winter Weather Preparedness	Swift Water II	SE Comms. Drill
2 (1/1 – 3/30/23)	All Hazards Preparedness  Flooding/ Turn around Don't Drown	ICS – 300  ICS – 400	SE Comms Drill
3 (4/1 – 6/30/23)	All Hazards Preparedness  Severe Storms and Tornadoes Preparedness	Search and Rescue	Search and Rescue/ EMC Deployment FSE – TBD
4 (7/1 – 9/30/23)	All Hazards Preparedness  Dangerous Heat "Summer Risks"	Wild Land Skills	SE Comms. Drill

Name: Kevin Enloe

Jurisdiction: McAlester/Pittsburg County

on file

Position: Director Date of Appointment 1/1/2014

Please indicate whether you have taken the below course or not. You do not have to provide a certificate to me but should keep them on file. I will enter this information into the state database when completed.

1. Training required for emergency managers within their first year of appointment

Title	Date of Completion
IS 100.b Introduction to Incident Command System	11/5/2013
IS 120.a An Introduction to Exercises	1/20/2015
IS 200.b ICS for Single Resources and Initial Action Incidents	3/12/2019
IS 230.d Fundamentals of Emergency Management	1/28/2015
IS 235.b Emergency Planning	1/13/2015
IS 393.a Introduction to Hazard Mitigation	1/23/2015
IS 634 Introduction to the Public Assistance Process	2/3/2015
IS 700.a NIMS An Introduction	11/10/2013
IS 775 EOC Management and Operations	2/3/2015
IS 800.b National Response Framework, an Introduction	3/12/2019

1. Training required within SLAs

Title	Date of Completion
IS 240.a Leadership & Influence	1/13/2015
IS 241.a Decision Making and Problem Solving	1/13/2015
IS 242.a Effective Communication	1/16/2015
IS 244.b Developing and Managing Volunteers	1/13/2015

# Emergency Management Performance Grant Program

EMPG 999

## EMPG Training Checklist

on file

Employee Name: Lois Lupardus

Employee Start Date: 6/2005

Attach Supporting Documents - (Such as course certificates, FEMA transcript, or a combination of both)

Table 1: NIMS Training	Date Completed
IS-100 (Any Version)	5/11/2005
IS-200 (Any Version)	3/12/2019
IS-700 (Any Version)	5/10/2005
IS-800 (Any Version)	8/30/2006

Table 2: Professional Development Series (PDS)	Date Completed
IS-120.a (Listed/Current Version Only)	2/17/2009
IS-230.d (Listed/Current Version Only)	8/31/2020
IS-235.b (Listed/Current Version Only)	9/2/2020
IS-240.b (Listed/Current Version Only)	9/1/2020
IS-241.b (Listed/Current Version Only)	9/1/2020
IS-242.b (Listed/Current Version Only)	9/2/2020
IS-244.b (Listed/Current Version Only)	9/1/2020

## State of Oklahoma EMPG Training Checklist

Employee Name: Leonard C. Baughman

Employee Start Date: 04/16/2022

Attach Supporting Documents - (Such as course certificates, FEMA transcript, or a combination of both)

Table 1: NIMS Training	Date Completed
IS-100 (Any Version)	09/14/2005
IS-200 (Any Version)	09/14/2005
IS-700 (Any Version)	09/14/2005
IS-800 (Any Version)	12/05/2005

Table 2: Professional Development Series (PDS)	Date Completed
IS-120.a (Listed/Current Version Only) <u>120.c</u> 120.a 12/5/2011	06/27/2022
IS-230.d (Listed/Current Version Only) <u>230.e</u> 230.b 12/05/2011	06/28/2022
IS-235.b (Listed/Current Version Only) <u>235.c</u> 235.a 12/05/2011	06/27/2022
IS-240.b (Listed/Current Version Only) <u>240.c</u>	06/27/2022
IS-241.b (Listed/Current Version Only) <u>241.c</u>	06/27/2022
IS-242.b (Listed/Current Version Only) <u>242.c</u>	06/27/2022
IS-244.b (Listed/Current Version Only) <u>244.b</u>	06/28/2022

Table 3: Basic Academy	Date Completed
IS-230.d (Listed/Current Version Only)	
E/L 101	
E/L 102	
E/L 103	
E/L 104 or 146	
E/L 105	



# OFFICIAL TRANSCRIPT



# FEMA

**Last Name**  
BAUGHMAN

**First Name**  
LEONARD

**MI**  
C

**Student ID**  
458-55-8960

**Issued:** March 05, 2013

Course Code and Title

<u>Course Code and Title</u>	<u>Completed</u>	<u>IACET CEUs*</u>
IS-00018 Equal Employment Opportunity (EEO) for Employees	07/09/2007	0.1
IS-00100 Introduction to the Incident Command System, ICS-100	09/14/2005	0.3
IS-00120.a An Introduction to Exercises	12/05/2011	0.5
IS-00200.FW Basic Incident Command System, ICS-200, for Federal Disaster Workers	09/14/2005	0.3
IS-00230.b Fundamentals of Emergency Management	12/05/2011	1.0
IS-00235.a Emergency Planning	12/05/2011	1.0
IS-00292 Disaster Basics	09/08/2006	1.0
IS-00346 Hazardous Materials for Medical Personnel	09/08/2006	1.0
IS-00386 Introduction to Residential Coastal Construction	09/08/2006	1.4
IS-00393.a Introduction to Hazard Mitigation	12/05/2011	1.0
IS-00700 National Incident Management System (NIMS), An Introduction	09/14/2005	0.3
IS-00775 EOC Management and Operations	12/05/2011	0.4
IS-00800 National Response Plan (NRP), an Introduction	12/05/2005	0.3

\*\*\*\*\* End of Transcript \*\*\*\*\*

  
**Tony Russell**  
 Superintendent  
 Emergency Management Institute

\* One Continuing Education Unit (CEU) is equal to ten (10) student contact hours using the guidelines of the American National Standards Institute (ANSI) / International Association for Continuing Education and Training (IACET) 1-2007 Standard.

# Emergency Management Institute



## FEMMA

This Certificate of Achievement is to acknowledge that

**LEONARD C BAUGHMAN**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00120.c**

**An Introduction to Exercises**

*Issued this 27th Day of June, 2022*



Jeffrey D. Stern, Ph.D.

Superintendent

Emergency Management Institute

Federal Emergency Management Agency



# Emergency Management Institute



## FEMIA

This Certificate of Achievement is to acknowledge that

**LEONARD C BAUGHMAN**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00242.c**

**Effective Communication**

A handwritten signature in black ink, appearing to read "Jeffrey D. Stern", written over a horizontal line.

*Issued this 27th Day of June, 2022*



# Emergency Management Institute



## FEMMA

This Certificate of Achievement is to acknowledge that

**LEONARD C BAUGHMAN**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00240.c**

**Leadership and Influence**

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

*Issued this 27th Day of June, 2022*



Jeffrey D. Stern, Ph.D.

Superintendent

Emergency Management Institute

Federal Emergency Management Agency

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## FEMMA

This Certificate of Achievement is to acknowledge that

**LEONARD C BAUGHMAN**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00241.c**

**Decision Making and Problem Solving**

A handwritten signature in black ink, appearing to read "Jeffrey D. Stern", written over a horizontal line.

*Issued this 27th Day of June, 2022*



# Emergency Management Institute



## FEMMA

This Certificate of Achievement is to acknowledge that

**LEONARD C BAUGHMAN**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00235.c**

**Emergency Planning**

A handwritten signature in black ink, appearing to read "J.D. Stern", written over a horizontal line.

*Issued this 27th Day of June, 2022*



Jeffrey D. Stern, Ph.D.

Superintendent

Emergency Management Institute

Federal Emergency Management Agency

# Emergency Management Institute



## FEMIA

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**LEONARD C BAUGHMAN**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00230.e**

**Fundamentals of Emergency Management**

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

*Issued this 28th Day of June, 2022*



Jeffrey D. Stern, Ph.D.

Superintendent

Emergency Management Institute

Federal Emergency Management Agency

# Emergency Management Institute



## FEMMA

This Certificate of Achievement is to acknowledge that

**LEONARD C BAUGHMAN**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00244.b**

**Developing and Managing Volunteers**

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

*Issued this 28th Day of June, 2022*



Jeffrey D. Stern, Ph.D.  
Superintendent

Emergency Management Institute  
Federal Emergency Management Agency

Oklahoma FY22 Emergency Management Performance  
Subgrant

**State of Oklahoma EMPG Training Checklist**

Employee Name: Erin Brogdon

Employee Start Date: 8/1/2022

Attach Supporting Documents - (Such as course certificates, FEMA transcript, or a combination of both)

Table 1: NIMS Training	Date Completed
IS-100 (Any Version)	8/4/2022
IS-200 (Any Version)	8/4/2022
IS-700 (Any Version)	8/5/2022
IS-800 (Any Version)	8/5/2022

Table 2: Professional Development Series (PDS)	Date Completed
IS-120.a (Listed/Current Version Only)	
IS-230.d (Listed/Current Version Only)	
IS-235.b (Listed/Current Version Only)	
IS-240.b (Listed/Current Version Only)	8/12/2022
IS-241.b (Listed/Current Version Only)	8/8/2022
IS-242.b (Listed/Current Version Only)	
IS-244.b (Listed/Current Version Only)	

Table 3: Basic Academy	Date Completed
IS-230.d (Listed/Current Version Only)	
E/L 101	
E/L 102	
E/L 103	
E/L 104 or 146	
E/L 105	



# Emergency Management Institute



## FEHMA

This Certificate of Achievement is to acknowledge that

**ERIN M BROGDON**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-100.C:**

**INTRODUCTION TO INCIDENT COMMAND SYSTEM, ICS-100**

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

*Issued this 04th Day of August, 2022*

Jeffrey D. Stern, Ph.D.

Superintendent

Emergency Management Institute

Federal Emergency Management Agency



0.20 IACET CEU



# Emergency Management Institute



## FEMIA

This Certificate of Achievement is to acknowledge that

**ERIN M BROGDON**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-200.C:**

**BASIC INCIDENT COMMAND SYSTEM FOR INITIAL RESPONSE ICS-  
200**

A handwritten signature in black ink, appearing to read "Jeffrey D. Stern".

*Issued this 04th Day of August, 2022*

Jeffrey D. Stern, Ph.D.  
Superintendent  
Emergency Management Institute  
Federal Emergency Management Agency



# Emergency Management Institute



# FEMMA

This Certificate of Achievement is to acknowledge that

**ERIN M BROGDON**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-700.B:**

**AN INTRODUCTION TO THE NATIONAL INCIDENT MANAGEMENT SYSTEM**

*Issued this 05th Day of August, 2022*

A handwritten signature in black ink, appearing to read "Jeffrey D. Stern".

Jeffrey D. Stern, Ph.D.  
Superintendent  
Emergency Management Institute  
Federal Emergency Management Agency



0.40 IACET CEU

# Emergency Management Institute



## FEMIA

This Certificate of Achievement is to acknowledge that

**ERIN M BROGDON**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-800.D:**

**NATIONAL RESPONSE FRAMEWORK, AN INTRODUCTION**

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

*Issued this 05th Day of August, 2022*

Jeffrey D. Stern, Ph.D.

Superintendent

Emergency Management Institute

Federal Emergency Management Agency



0.30 IACET CEU

# Emergency Management Institute



## FEMMA

This Certificate of Achievement is to acknowledge that

**ERIN M BROGDON**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-241.C:**

**DECISION MAKING AND PROBLEM SOLVING**

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

*Issued this 08th Day of August, 2022*

Jeffrey D. Stern, Ph.D.

Superintendent

Emergency Management Institute

Federal Emergency Management Agency



0.20 IACET CEU

# Emergency Management Institute



## FEMIA

This Certificate of Achievement is to acknowledge that

**ERIN M BROGDON**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-240.C:**

**LEADERSHIP AND INFLUENCE**

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

*Issued this 12th Day of August, 2022*

Jeffrey D. Stern, Ph.D.

Superintendent

Emergency Management Institute

Federal Emergency Management Agency



**State of Oklahoma EMPG Training Checklist**

Employee Name: Denton Cossey

Employee Start Date: 8/1/2022

Attach Supporting Documents - (Such as course certificates, FEMA transcript, or a combination of both)

Table 1: NIMS Training	Date Completed
IS-100 (Any Version)	7/1/2018
IS-200 (Any Version)	7/1/2018
IS-700 (Any Version)	7/1/2018
IS-800 (Any Version)	8/5/22

Table 2: Professional Development Series (PDS)	Date Completed
IS-120.a (Listed/Current Version Only)	
IS-230.d (Listed/Current Version Only)	
IS-235.b (Listed/Current Version Only)	
IS-240.b (Listed/Current Version Only)	
IS-241.b (Listed/Current Version Only)	
IS-242.b (Listed/Current Version Only)	
IS-244.b (Listed/Current Version Only)	8/8/2022

Table 3: Basic Academy	Date Completed
IS-230.d (Listed/Current Version Only)	
E/L 101	
E/L 102	
E/L 103	
E/L 104 or 146	
E/L 105	



# Emergency Management Institute



## FEMMA

This Certificate of Achievement is to acknowledge that

**DENTON V COSSEY**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00100.b**

**Introduction to Incident Command System**

**ICS-100**

*Issued this 1st Day of July, 2018*



A handwritten signature in black ink, appearing to read "Tony Russell".

Tony Russell  
Superintendent  
Emergency Management Institute

# Emergency Management Institute



## FEMIA

This Certificate of Achievement is to acknowledge that

**DENTON V COSSEY**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00200.b**

**ICS for Single Resources and  
Initial Action Incident, ICS-200**

*Issued this 1st Day of July, 2018*



A handwritten signature in blue ink, appearing to read "Tony Russell".

Tony Russell  
Superintendent  
Emergency Management Institute



# Emergency Management Institute



## FEMMA

This Certificate of Achievement is to acknowledge that

**DENTON V COSSEY**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00700.a**

**National Incident Management System (NIMS)  
An Introduction**

*Issued this 1st Day of July, 2018*



A handwritten signature in black ink, appearing to read "Tony Russell".

Tony Russell  
Superintendent  
Emergency Management Institute

# Emergency Management Institute



## FEMMA

This Certificate of Achievement is to acknowledge that

**DENTON V COSSEY**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-800.D:**

**NATIONAL RESPONSE FRAMEWORK, AN INTRODUCTION**

*Issued this 05th Day of August, 2022*

Jeffrey D. Stern, Ph.D.

Superintendent

Emergency Management Institute

Federal Emergency Management Agency



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## FEMIA

This Certificate of Achievement is to acknowledge that

**DENTON V COSSEY**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-244.B:**

**DEVELOPING AND MANAGING VOLUNTEERS**

A handwritten signature in black ink, appearing to be "Jeffrey D. Stern", written over a horizontal line.

*Issued this 08th Day of August, 2022*

Jeffrey D. Stern, Ph.D.

Superintendent

Emergency Management Institute

Federal Emergency Management Agency



0.40 IACET CEU

Oklahoma Department of Emergency Management and Homeland Security

Attention To: Grants Management Division

2401 N. Lincoln Blvd Suite C51, Oklahoma City, OK 73105

**State of Oklahoma EMPG Training Checklist**

Employee Name: Matthew Weeks

Employee Start Date: 9/11/2020

*on file*

Attach Supporting Documents - (Such as course certificates, FEMA transcript, or a combination of both)

Table 1: NIMS Training	Date Completed
IS-100 (Any Version)	1/7/2021
IS-200 (Any Version)	1/7/2021
IS-700 (Any Version)	1/7/2021
IS-800 (Any Version)	1/7/2021

Table 2: Professional Development Series (PDS)	Date Completed
IS-120.a (Listed/Current Version Only)	8/22/21
IS-230.d (Listed/Current Version Only)	01/12/21
IS-235.b (Listed/Current Version Only)	8/22/21
IS-240.b (Listed/Current Version Only)	8/22/21
IS-241.b (Listed/Current Version Only)	8/22/21
IS-242.b (Listed/Current Version Only)	8/22/21
IS-244.b (Listed/Current Version Only)	8/22/21

Table 3: Basic Academy	Date Completed
IS-230.d (Listed/Current Version Only)	
E/L 101	
E/L 102	
E/L 103	
E/L 104 or 148	
E/L 105	



Oklahoma Department of Emergency Management and Homeland Security

Attention To: Grants Management Division

2401 N. Lincoln Blvd Suite C51, Oklahoma City, OK 73105

State of Oklahoma EMPG Training Checklist

Employee Name: David Weeks

*afk*

Employee Start Date: 8/27/2020

Attach Supporting Documents - (Such as course certificates, FEMA transcript, or a combination of both)

Table 1: NIMS Training	Date Completed
IS-100 (Any Version)	07/28/06
IS-200 (Any Version)	07/29/06
IS-700 (Any Version)	12/08/05
IS-800 (Any Version)	04/08/2015

Table 2: Professional Development Series (PDS)	Date Completed
IS-120.a (Listed/Current Version Only)	8/22/21
IS-230.d (Listed/Current Version Only)	8/22/21
IS-235.b (Listed/Current Version Only)	8/22/21
IS-240.b (Listed/Current Version Only)	8/22/21
IS-241.b (Listed/Current Version Only)	8/22/21
IS-242.b (Listed/Current Version Only)	8/22/21
IS-244.b (Listed/Current Version Only)	8/22/21

Table 3: Basic Academy	Date Completed
IS-230.d (Listed/Current Version Only)	
E/L 101	
E/L 102	
E/L 103	
E/L 104 or 146	
E/L 105	



## State of Oklahoma EMPG Training Checklist

Employee Name: Dustin Fry

Employee Start Date: 4/28/22

Attach Supporting Documents - (Such as course certificates, FEMA transcript, or a combination of both)

Table 1: NIMS Training	Date Completed
IS-100 (Any Version)	6/29/2022
IS-200 (Any Version)	6/29/2022
IS-700 (Any Version)	6/30/2022
IS-800 (Any Version)	6/30/2022

Table 2: Professional Development Series (PDS)	Date Completed
✓ IS-120.a (Listed/Current Version Only)      120c	7/9/2022
IS-230.d (Listed/Current Version Only)      230e	7/9/2022
IS-235.b (Listed/Current Version Only)      235c	7/12/2022
- IS-240.b (Listed/Current Version Only)      240c	7/13/2022
IS-241.b (Listed/Current Version Only)      241c	7/10/2022
IS-242.b (Listed/Current Version Only)      242c	7/10/2022
✓ IS-244.b (Listed/Current Version Only)      244b	7/10/2022

Table 3: Basic Academy	Date Completed
IS-230.d (Listed/Current Version Only)	
E/L 101	
E/L 102	
E/L 103	
E/L 104 or 146	
E/L 105	



# Emergency Management Institute



## FEEMIA

This Certificate of Achievement is to acknowledge that

**DUSTIN FRY**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00100.c**

**Introduction to Incident Command System, ICS-100**

A handwritten signature in black ink, appearing to read "Jeffrey D. Stern", written over a horizontal line.

*Issued this 29th Day of June, 2022*



0.2 IACET CEU

Jeffrey D. Stern, Ph.D.  
Superintendent  
Emergency Management Institute  
Federal Emergency Management Agency

# Emergency Management Institute



## FEMIA

This Certificate of Achievement is to acknowledge that

**DUSTIN FRY**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00200.c**

**Basic Incident Command System for Initial Response**

**ICS-200**

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

*Issued this 29th Day of June, 2022*



Jeffrey D. Stern, Ph.D.  
Superintendent  
Emergency Management Institute  
Federal Emergency Management Agency



# Emergency Management Institute



## FEEMIA

This Certificate of Achievement is to acknowledge that

**DUSTIN FRY**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00700.b**

**An Introduction to the National Incident Management System**

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

*Issued this 30th Day of June, 2022*

0.4 IACET CEU



Jeffrey D. Stern, Ph.D.  
Superintendent  
Emergency Management Institute  
Federal Emergency Management Agency

# Emergency Management Institute



## FEMIA

This Certificate of Achievement is to acknowledge that

**DUSTIN FRY**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00800.d**

**National Response Framework, An Introduction**

A handwritten signature in black ink, appearing to read "Jeffrey D. Stern", written over a horizontal line.

*Issued this 30th Day of June, 2022*



0.3 IACET CEU

Jeffrey D. Stern, Ph.D.  
Superintendent  
Emergency Management Institute  
Federal Emergency Management Agency

# Emergency Management Institute



## FEMMA

This Certificate of Achievement is to acknowledge that

**DUSTIN FRY**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-120.C:**

**AN INTRODUCTION TO EXERCISES**

*Issued this 09th Day of July, 2022*

A handwritten signature in black ink, appearing to read "Jeffrey D. Stern", written over a horizontal line.

Jeffrey D. Stern, Ph.D.  
Superintendent  
Emergency Management Institute  
Federal Emergency Management Agency



0.30 IACET CEU

# Emergency Management Institute



## FEMMA

This Certificate of Achievement is to acknowledge that

**DUSTIN FRY**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-230.E:**

**FUNDAMENTALS OF EMERGENCY MANAGEMENT**

*Issued this 09th Day of July, 2022*

A handwritten signature in black ink, appearing to read "Jeffrey D. Stern", written over a horizontal line.

Jeffrey D. Stern, Ph.D.  
Superintendent  
Emergency Management Institute  
Federal Emergency Management Agency



0.60 IACET CEU

# Emergency Management Institute



## FEMIA

This Certificate of Achievement is to acknowledge that

**DUSTIN FRY**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-241.C:**

**DECISION MAKING AND PROBLEM SOLVING**

A handwritten signature in black ink, appearing to read "Jeffrey D. Stern", written over a horizontal line.

*Issued this 10th Day of July, 2022*

Jeffrey D. Stern, Ph.D.  
Superintendent  
Emergency Management Institute  
Federal Emergency Management Agency



0.20 IACET CEU

# Emergency Management Institute



## FEMMA

This Certificate of Achievement is to acknowledge that

**DUSTIN FRY**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-242.C:**

**EFFECTIVE COMMUNICATION**

A handwritten signature in black ink, appearing to read "Jeffrey D. Stern", written over a horizontal line.

*Issued this 10th Day of July, 2022*

Jeffrey D. Stern, Ph.D.

Superintendent

Emergency Management Institute

Federal Emergency Management Agency



0.80 IACET CEU

# Emergency Management Institute



## HEMMA

This Certificate of Achievement is to acknowledge that

**DUSTIN FRY**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-244.B:**

**DEVELOPING AND MANAGING VOLUNTEERS**

A handwritten signature in black ink, appearing to read "Jeffrey D. Stern", written over a horizontal line.

*Issued this 10th Day of July, 2022*

Jeffrey D. Stern, Ph.D.

Superintendent

Emergency Management Institute

Federal Emergency Management Agency



0.40 IACET CEU

# Emergency Management Institute



## FEMMA

This Certificate of Achievement is to acknowledge that

**DUSTIN FRY**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-235.C:**

**EMERGENCY PLANNING**

A handwritten signature in black ink, appearing to read "Jeffrey D. Stern", written over a horizontal line.

*Issued this 12th Day of July, 2022*

Jeffrey D. Stern, Ph.D.

Superintendent

Emergency Management Institute

Federal Emergency Management Agency



0.50 IACET CEU



# Emergency Management Institute



## FEMIA

This Certificate of Achievement is to acknowledge that

**DUSTIN FRY**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-240.C:**

**LEADERSHIP AND INFLUENCE**

A handwritten signature in black ink, appearing to read "Jeffrey D. Stern", written over a horizontal line.

*Issued this 13th Day of July, 2022*

Jeffrey D. Stern, Ph.D.

Superintendent

Emergency Management Institute

Federal Emergency Management Agency



0.30 IACET CEU

## EMI Independent Study Program Transcript Request Form

A transcript of your Independent Study course completions will be emailed to you (the student) and sent by postal mail to any Institutions you indicate below. Please type or write your information legibly.  
*\*If you are requesting transcripts for 10 or more students, please contact our office at 301-447-1200 or [Independent.Study@fema.dhs.gov](mailto:Independent.Study@fema.dhs.gov) for additional completion verification options.*

Student Name (required):
Address (required):
City, State & Zip Code (required):
Phone Number:
Email Address (required):
Social Security Number <b>OR</b> FEMA Student ID (SID) (1 required):
<i>Please see our website at <a href="https://training.fema.gov/ls/privacystatement.aspx">https://training.fema.gov/ls/privacystatement.aspx</a> for information on why the ssn is required.</i>
<b>*Student Signature (handwritten or authentic digital signature required):</b>
<i>For information on how to create digital signatures, visit <a href="https://acrobot.adobe.com/us/en/sign/capabilities/digital-signatures-faq.html">https://acrobot.adobe.com/us/en/sign/capabilities/digital-signatures-faq.html</a></i>
<i>*Only you (the student) can authorize the release of your training record(s). By signing this form you grant permission for the FEMA Independent Study program to release your information to the designated third-party organizations or agencies indicated below.</i>

### **Institutions to receive Official Transcripts(s):**

\*As the requestor, you automatically receive a student copy of your transcript via email. Official transcripts are printed, sealed and mailed via the US Postal Service. Please allow 10 business days for delivery.

Institution Name (required):
Attention to (required):
Address (required):
City, State & Zip Code (required):
Institution Name (required):
Attention to (required):
Address (required):
City, State & Zip Code (required):

### **Submit your request to:**

National Emergency Training Center  
EMI Independent Study Program  
16825 South Seton Avenue  
Emmitsburg, MD 21727-8998

[Independent.Study@FEMA.DHS.gov](mailto:Independent.Study@FEMA.DHS.gov)

Fax to: (301) 447-1201

Rev 07/30/2019

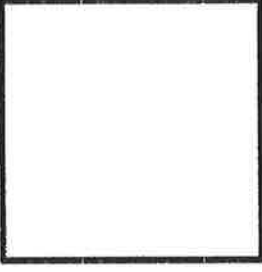


**Subgrant Funding Worksheet**

This Worksheet should be accompanied by the jurisdiction's approved budget(s). If the budget has not been approved, a budget marked "tentative" should accompany this document.

Joint city / county jurisdictions will furnish a copy of both the city and county excise board approved budgets if the lead jurisdiction's budget does not account for the total and complete budget of the emergency management office.

Please follow the detailed instructions for proper completion of the Subgrant Funding Worksheet below. Enter all expense entries in the applicable City or County column. Expenses should reflect local funds only (exclusive of EMPG funding).



Notary

**Section I.(a) Lines 1-8**

Enter employee's full name in the "Employee" column. Enter employee Salary and Fringe Benefits in the appropriate column. **Line 9**

Enter all non-personnel expenses. (Items such as M&O, Travel, Capital Outlay, and any other expenses.

FY21 EMPG Subgrant Funding Worksheet					
Line Item	I.(a) Salary and Fringe Benefits	Employee (Last name, First Name MI)	I.(a) Salary and Fringe Benefits		Total Salary & Fringe Benefits
			Salary	Benefits	
1		Enloe, Kevin	\$48,600.00	\$19,875.11	\$68,475.11
2		Lupardus, Lois	\$10,425.48	\$4,475.21	\$14,900.69
3		Baughman, Leonard	\$40,800.00	\$17,647.20	\$58,447.20
4		Brogdon, Erin	\$36,814.08	\$16,684.56	\$53,498.64
5		Cossey, Denton	\$33,000.00	\$15,763.68	\$48,763.68
6		Weeks, Matt	\$7,117.50	\$544.52	\$7,662.02
7		Weeks, David	\$4,433.00	\$591.23	\$5,024.23
8		Fuller, Bryan	\$2,106.00	\$161.10	\$2,267.10
9		Weeks, Jered	\$1,573.00	\$120.34	\$1,693.34
10		Fry, Dustin	\$455.00	\$34.81	\$489.81
		<b>SUBTOTAL</b>	<b>\$185,324.06</b>	<b>\$75,897.76</b>	<b>\$261,221.82</b>
<b>I.(b) Other</b>					
9	III. All other expenses (i.e. M&O, Travel, Capital Outlay, etc.)				
		<b>SUBTOTAL</b>			<b>\$66,500.00</b>
		<b>TOTAL</b>			<b>\$66,500.00</b>



FEDERAL EMERGENCY MANAGEMENT AGENCY  
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

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

FOR  
FY 2022

CA FOR (Name of Applicant)

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

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

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

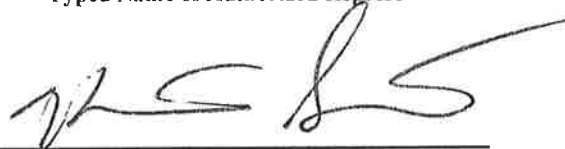
As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Kevin Smith

Chairman, Pitts Co. Board of County Commissioners

Typed Name of Authorized Representative

Title



8/22/2022  
-8/23/2022

Signature of Authorized Representative

Date Signed

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

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

Paperwork Burden Disclosure Notice

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



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

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

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



Subgrant

11. Will comply with environmental standards which m 14. Will comply with P.L. 93-348 regarding the

be prescribed pursuant to the following: (a) institution protection of human subjects involved in research, of environmental quality control measures under the development, and related activities supported by this National Environmental Policy Act of 1969 (P.L. 91-190 award of assistance.

and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlan 15. Will comply with the Laboratory Animal Welfare Act pursuant to EO 11990; (d) evaluation of flood hazards i of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) floodplains in accordance with EO 11988; (e) assurance pertaining to the care, handling, and treatment of warm project consistency with the approved State managemenblooded animals held for research, teaching, or other program developed under the Coastal Zone Manageme activities supported by this award of assistance.

Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation 16. Will comply with the Lead-Based Paint Poisoning Plans under Section 176(c) of the Clean Air Act of 1955, Prevention Act (42 U.S.C. Section 4801 et seq.) which as amended (42 U.S.C. Section 7401 et seq.); (g) protectiprohibits the use of lead based paint in construction or of underground sources of drinking water under the Sa rehabilitation of residence structures.

Drinking Water Act of 1974, as amended, (P.L. 93-523);

and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

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

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

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

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

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



FEDERAL EMERGENCY MANAGEMENT AGENCY  
ASSURANCES-CONSTRUCTION PROGRAMS

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

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

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

FEMA Form 20-16B, JUN 94



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

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

15. Will comply with environmental standards which are prescribed pursuant to the following: (a) activities until the conditions of the construction grant program(s) have been met.

of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 and Executive Order (EO) 11514; (b) notification of violations with the minimum standards as may be required or facilities pursuant to EO 11738; (c) protection of wetlands prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such floodplains in accordance with EO 11988; (e) assurance project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conform with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

(g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-224).

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

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

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

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

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

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

activities until the conditions of the construction grant program(s) have been met.

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

23. It will require the facility to be designed to comply with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

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

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





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

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

**1. LOBBYING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

employee who is so convicted:

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

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

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

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

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

Pittsburg Co. Emergency Management

705 FOC Drive

McAlester, OK 74501

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

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




# DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

1. Type of Federal Action: <span style="float: right;">(See reverse for public burden disclosure)</span>		3. Report Type:	
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application b. initial award c. post-award	a. Initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known: _____  Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Oklahoma Department of Emergency Management and Homeland Security 2401 Lincoln Blvd - Suite C51 Oklahoma City, OK 73105  Congressional District, if known: _____	
6. Federal Department/Agency: U.S. Department of Homeland Security / Federal Emergency Management Agency		7. Federal Program Name/Description: FY 2021 Emergency Management Performance Grant Program  CFDA Number, if applicable: <u>97.042</u>	
8. Federal Action Number, if known: _____		9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature:  Print Name: <u>Kevin Smith</u> Title: <u>Chairman, Pitts Co. Board of Commissioners</u>  Telephone No.: <u>918.423.1338</u> Date: <u>8/22/2022</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	



**Elected Officials / City Manager / Tribal Officials Signature Page**

By signing below, we are applying for the Oklahoma 2022 Emergency Management Program Grant Subgrant Program. Our jurisdiction is committed to fulfilling the application requirements listed within this agreement and have an understanding that, if our jurisdiction fails to abide by this agreement, the grant funding is subject to a reduction, full de-obligation, and / or inability to participate in future EMPG Subgrant funding programs.

**Approved By:**

  
County Commissioner, District 1

\_\_\_\_\_  
City Mayor or Manager

  
County Commissioner, District 2

\_\_\_\_\_  
Tribal Official

  
County Commissioner, District 3

\_\_\_\_\_  
Emergency Management Director

**Witnessed By:**

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

Date: 8-22-2022



Notary





## 2022-2023 NIMS Implementation Reporting Tool



# Thanks!

**Thank you for all your efforts in preparing your community to Protect, Prevent, Respond to, Mitigate, and Recover from a Disaster! You should receive a certificate via email within two weeks. If you have questions, please reach out to April Keeler State NIMS Coordinator [April.Keeler@OKOHS.OK.GOV](mailto:April.Keeler@OKOHS.OK.GOV).**

[Submit another response](#)

[Create my own form](#)

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The owner of this form has not provided a privacy statement as to how they will use your response data. Do not provide personal or sensitive information.

| [Terms of use](#)

COUNTY GENERAL COVERING THE PERIOD 7/1/2020 TO 6/30/2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT A

Schedule 8: Report Of Prior Year's Expenditures FISCAL YEAR ENDING JUNE 30, 2021						FISCAL YEAR 2021-2022	
Supplemental Adjustments	Net Amount of Appropriations	Warrants Issued	Reserves	Lapsed Balance Known to be Unencumbered	Needs as Estimated by Governing Board	Approved by County Excise Board	
<b>Dept: 2200, Election Board</b>							
\$ 1,862.70	\$ 127,611.77	\$ 126,214.86	\$ -	\$ 1,396.91	\$ 131,124.96	\$ 124,456.50	
\$ 6,670.90	\$ 26,670.90	\$ 26,310.15	\$ -	\$ 360.75	\$ 20,000.00	\$ 20,000.00	
\$ (9,573.44)	\$ 1,426.56	\$ 1,091.50	\$ 284.48	\$ 50.58	\$ 11,000.00	\$ 11,000.00	
\$ (601.66)	\$ 39,398.34	\$ 34,268.88	\$ 4,179.75	\$ 949.71	\$ 60,000.00	\$ 40,000.00	
\$ 10,600.00	\$ 10,601.00	\$ -	\$ 10,600.00	\$ 1.00	\$ 1.00	\$ 1.00	
\$ 8,958.50	\$ 205,708.57	\$ 187,885.39	\$ 15,064.23	\$ 2,758.95	\$ 222,125.96	\$ 195,457.50	
<b>Dept: 2300, Insurance-Benefits</b>							
\$ 42,820.80	\$ 562,820.80	\$ 516,255.37	\$ -	\$ 46,565.43	\$ 520,000.00	\$ 520,000.00	
\$ 42,820.80	\$ 562,820.80	\$ 516,255.37	\$ -	\$ 46,565.43	\$ 520,000.00	\$ 520,000.00	
<b>Dept: 2500, Information Technology</b>							
\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	
\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	
<b>Dept: 2700, Emergency Management</b>							
\$ 20,847.00	\$ 154,119.77	\$ 153,607.67	\$ -	\$ 512.10	\$ 233,332.08	\$ 154,264.52	
\$ (500.00)	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00	
\$ 444.04	\$ 60,444.04	\$ 60,136.30	\$ 307.71	\$ 0.03	\$ 60,000.00	\$ 60,000.00	
\$ 2,145.76	\$ 8,145.76	\$ -	\$ 8,145.76	\$ -	\$ 6,000.00	\$ 6,000.00	
\$ 22,936.80	\$ 222,709.57	\$ 213,743.97	\$ 8,453.47	\$ 512.13	\$ 299,832.08	\$ 220,764.52	
<b>Dept: 2800, Charity</b>							
\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
<b>Dept: 3300, Building Maintenance</b>							
\$ 130.00	\$ 88,848.76	\$ 88,846.66	\$ -	\$ 2.10	\$ 100,735.65	\$ 89,638.00	
\$ -	\$ 1,000.00	\$ 154.26	\$ 108.58	\$ 737.16	\$ 1,000.00	\$ 1,000.00	
\$ (8,744.46)	\$ 782,844.61	\$ 256,823.16	\$ 31,820.76	\$ 494,200.69	\$ 800,000.00	\$ 774,626.72	
\$ 31,246.79	\$ 91,246.79	\$ 41,596.79	\$ 4,650.00	\$ 45,000.00	\$ 110,000.00	\$ 332,733.82	
\$ 22,632.33	\$ 963,940.16	\$ 387,420.87	\$ 36,579.34	\$ 539,939.95	\$ 1,011,735.65	\$ 1,197,998.54	
<b>Dept: 4500, County Audit Budget</b>							
\$ -	\$ 83,653.12	\$ 39,262.56	\$ 15,000.00	\$ 29,390.56	\$ 83,653.12	\$ 83,653.12	
\$ -	\$ 83,653.12	\$ 39,262.56	\$ 15,000.00	\$ 29,390.56	\$ 83,653.12	\$ 83,653.12	
<b>Dept: 4700, Free Fair Budget</b>							
\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	
\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	
\$ -	\$ 14,000.00	\$ 14,000.00	\$ -	\$ -	\$ 14,000.00	\$ 14,000.00	
\$ -	\$ 18,000.00	\$ 18,000.00	\$ -	\$ -	\$ 18,000.00	\$ 18,000.00	
<b>Dept: 5200, Senior Citizens</b>							
\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	
\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	
<b>Dept: 6300, Flood Plain</b>							
\$ -	\$ 6,367.54	\$ 6,367.44	\$ -	\$ 0.10	\$ 6,367.54	\$ 6,367.54	
\$ -	\$ 1,000.00	\$ -	\$ 18.93	\$ 981.07	\$ 1,000.00	\$ 1,000.00	
\$ -	\$ 2,000.00	\$ 437.48	\$ -	\$ 1,562.52	\$ 2,000.00	\$ 2,000.00	
\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
\$ -	\$ 10,367.54	\$ 6,804.92	\$ 18.93	\$ 3,543.69	\$ 10,367.54	\$ 10,367.54	
<b>COUNTY GENERAL FUND ACCOUNT</b>							
\$ 105,246.58	\$ 6,545,023.38	\$ 5,434,146.94	\$ 206,662.05	\$ 904,214.39	\$ 8,232,603.99	\$ 6,965,936.52	
<b>SUBJECT TO WARRANT ISSUE</b>							
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL UNRESTRICTED EXPENSES FOR THE COUNTY GENERAL FUND</b>							
\$ 105,246.58	\$ 6,545,023.38	\$ 5,434,146.94	\$ 206,662.05	\$ 904,214.39	\$ 8,232,603.99	\$ 6,965,936.52	

COUNTY GENERAL COVERING THE PERIOD 7/1/2020 TO 6/30/2021  
ESTIMATE OF NEEDS FOR 2021-2022

## EXHIBIT A


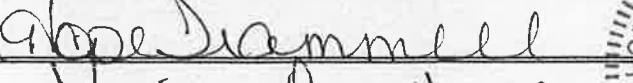
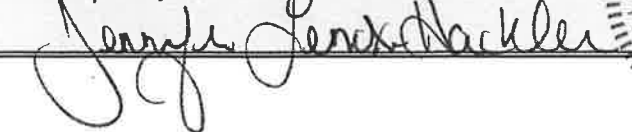
Schedule 8: Report Of Prior Year's Expenditures				
DEPARTMENTS OF GOVERNMENT APPROPRIATED ACCOUNTS	FISCAL YEAR ENDING JUNE 30, 2020			FY ENDING JUNE, 30 2021
	Reserves 6-30-2020	Warrants Since Issued	Balance Lapsed Appropriations	Original Appropriations
<b>Dept: 2200, Election Board</b>				
1110 Full time salaries	\$ -	\$ -	\$ -	\$ 125,749.07
1130 Part Time salaries	\$ -	\$ -	\$ -	\$ 20,000.00
1310 Travel	\$ -	\$ -	\$ -	\$ 11,000.00
2005 Maintenance & Operation	\$ 8,433.74	\$ 8,368.74	\$ 65.00	\$ 40,000.00
4110 Capital Outlay	\$ 3,061.76	\$ 3,141.76	\$ (80.00)	\$ 1.00
<b>Total for Election Board</b>	\$ 11,495.50	\$ 11,510.50	\$ (15.00)	\$ 196,750.07
<b>Dept: 2300, Insurance-Benefits</b>				
1222 Health Insurance	\$ -	\$ -	\$ -	\$ 520,000.00
<b>Total for Insurance-Benefits</b>	\$ -	\$ -	\$ -	\$ 520,000.00
<b>Dept: 2500, Information Technology</b>				
2005 Maintenance & Operation	\$ -	\$ -	\$ -	\$ 3,000.00
<b>Total for Information Technology</b>	\$ -	\$ -	\$ -	\$ 3,000.00
<b>Dept: 2700, Emergency Management</b>				
1110 Full time salaries	\$ -	\$ -	\$ -	\$ 133,272.77
1310 Travel	\$ -	\$ -	\$ -	\$ 500.00
2005 Maintenance & Operation	\$ 749.43	\$ 559.44	\$ 189.99	\$ 60,000.00
4110 Capital Outlay	\$ -	\$ -	\$ -	\$ 6,000.00
<b>Total for Emergency Management</b>	\$ 749.43	\$ 559.44	\$ 189.99	\$ 199,772.77
<b>Dept: 2800, Charity</b>				
2005 Maintenance & Operation	\$ -	\$ -	\$ -	\$ 1,000.00
<b>Total for Charity</b>	\$ -	\$ -	\$ -	\$ 1,000.00
<b>Dept: 3300, Building Maintenance</b>				
1110 Full time salaries	\$ -	\$ -	\$ -	\$ 88,718.76
1310 Travel	\$ 33.46	\$ 33.46	\$ -	\$ 1,000.00
2005 Maintenance & Operation	\$ 31,689.62	\$ 17,193.71	\$ 14,495.91	\$ 791,589.07
4110 Capital Outlay	\$ 2,309.00	\$ 999.00	\$ 1,310.00	\$ 60,000.00
<b>Total for Building Maintenance</b>	\$ 34,032.08	\$ 18,226.17	\$ 15,805.91	\$ 941,307.83
<b>Dept: 4500, County Audit Budget</b>				
2005 Maintenance & Operation	\$ -	\$ -	\$ -	\$ 83,653.12
<b>Total for County Audit Budget</b>	\$ -	\$ -	\$ -	\$ 83,653.12
<b>Dept: 4700, Free Fair Budget</b>				
1110 Full time salaries	\$ -	\$ -	\$ -	\$ 1,000.00
2005 Maintenance & Operation	\$ -	\$ -	\$ -	\$ 3,000.00
2015 Premiums & Awards	\$ -	\$ -	\$ -	\$ 14,000.00
<b>Total for Free Fair Budget</b>	\$ -	\$ -	\$ -	\$ 18,000.00
<b>Dept: 5200, Senior Citizens</b>				
2005 Maintenance & Operation	\$ -	\$ -	\$ -	\$ 3,000.00
<b>Total for Senior Citizens</b>	\$ -	\$ -	\$ -	\$ 3,000.00
<b>Dept: 6300, Flood Plain</b>				
1110 Full time salaries	\$ -	\$ -	\$ -	\$ 6,367.54
1310 Travel	\$ -	\$ -	\$ -	\$ 1,000.00
2005 Maintenance & Operation	\$ -	\$ -	\$ -	\$ 2,000.00
4110 Capital Outlay	\$ -	\$ -	\$ -	\$ 1,000.00
<b>Total for Flood Plain</b>	\$ -	\$ -	\$ -	\$ 10,367.54
<b>COUNTY GENERAL FUND ACCOUNT</b>				
Sub-Total of Expenditures	\$ 191,032.54	\$ 172,018.06	\$ 19,014.48	\$ 6,439,776.80
<b>SUBJECT TO WARRANT ISSUE</b>				
Total Provision for Interest on Warrants	\$ -	\$ -	\$ -	\$ -
<b>TOTAL UNRESTRICTED EXPENSES FOR THE COUNTY GENERAL FUND</b>	\$ 191,032.54	\$ 172,018.06	\$ 19,014.48	\$ 6,439,776.80

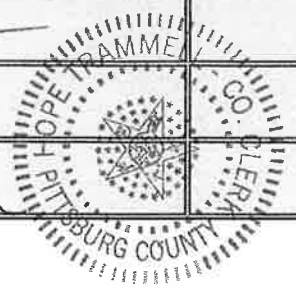
**Pittsburg County**  
**Schedule of Expenditures of Federal Awards**  
**For the Fiscal Year Ended June 30, 2021**

**AMENDED**

Federal Department	State Pass-Thru Department/Program Award Title	ARRA Funds	Federal CFDA Number	Pass-Thru Grantor's Number	Beginning Cash Balance	Federal Receipts	Federal Expenditures	Ending Cash Balance	Expenditures to Subrecipients
ELECTION ASSISTANCE COMMISSION	2018 HAVA ELECTION SECURITY GRANTS		90.404		-	4,308.40	4,308.40	-	-
USDHS	EMERGENCY MANAGEMENT PERFORMANCE GRANTS		97.042		-	75,000.00	75,000.00	-	-
USDOD	PAYMENTS TO STATES IN LIEU OF REAL ESTATE TAXES		12.112		-	33,469.57	33,469.57	-	-
USDOJ	PAYMENT IN LIEU OF TAXES		15.226		-	175,342.00	175,342.00	-	-
USDHS	DISASTER GRANTS - PUBLIC ASSISTANCE (PRESIDENTIALLY DECLARED)		97.036		227,949.96	172,900.47	172,900.47	227,949.96	-
USDOT	INTERAGENCY HAZARDOUS MATERIAL PUBLIC SECTOR TRAINING AND PLANNING		20.703		233.25	-	-	233.25	-
USDOJ	EDWARD MYRNE MEMORIAL JUSTICE ASSISTANCE GRANT		16.738		-	10,000.00	10,000.00	-	-
USDOJ	CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING		16.034		-	34,246.98	34,246.98	-	-
TREASURY	CORONAVIRUS RELIEF FUND (CARES ACT)		21.019		-	1,355,756.08	1,355,756.08	-	-
TREASURY	CORONAVIRUS STATE AND LOCAL RECOVERY FUNDS (ARPA)		21.027		-	4,239,639.00	7,084.00	4,232,555.00	-
<b>TOTALS</b>					<b>228,183.21</b>	<b>6,100,662.50</b>	<b>1,868,107.50</b>	<b>4,460,738.21</b>	<b>-</b>

**This Schedule of Expenditures of Federal Awards (SEFA) was reviewed and approved by the following Elected Officials**

SIGNATURE	NAME (PRINT)	TITLE	DATE
	Ross Selman	Chairman, BOCC	8/22/2022
	Hope Trammell	County Clerk	8/22/2022
	Jennifer Lenox-Hackler	County Treasurer	8/22/2022





## Appropriation Ledger

Date Range: 07/01/2020 to 06/30/2021

Account 1566-1-2000-2005: AMERICAN RESCUE PLAN M&o

Fiscal Year: 2020-2021

Dist	Date	Vendor	PO #	PO Amount	Adjustment Amount	Amount Approved	Paid	Warrant Number	Unexpended	Unliquidated Encumbrances	Unencumbered
	05/26/2021	SPECIAL APPORTIONMENT			\$ 1,239,639.00		REC# 01209		\$ 1,239,639.00	\$ 0.00	\$ 1,239,639.00
	06/24/2021	WHITESIDE, KURT	010504	\$ 1,200.00					\$ 1,239,639.00	\$ 1,200.00	\$ 1,238,439.00
<b>Range Total:</b>				<b>\$ 1,200.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>					

	<b>Year Total:</b>	<b>\$ 1,200.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>		<b>\$ 1,239,639.00</b>	<b>\$ 1,200.00</b>	<b>\$ 1,238,439.00</b>
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\* Paid column reflects the date on which the warrant was cancelled or voided.

## Appropriation Ledger

Date Range: 07/01/2020 to 06/30/2021

Account 1566-1-2000-4110: AMERICAN RESCUE PLAN CAPITAL OUTLAY

Fiscal Year: 2020-2021

Dist	Date	Vendor	PO #	PO Amount	Adjustment Amount	Amount Approved	Paid	Warrant Number	Unexpended	Unliquidated Encumbrances	Unencumbered
	05/26/2021	SPECIAL APPORTIONMENT			\$ 3,000,000.00		REC# 01209		\$ 3,000,000.00	\$ 0.00	\$ 3,000,000.00
	06/16/2021	K & B GENERAL CONSTRUCTION INC.	010288	\$ 37,500.00					\$ 3,000,000.00	\$ 37,500.00	\$ 2,962,500.00
	06/16/2021	MCALESTER MECHANICAL, LLC	010289	\$ 27,160.00					\$ 3,000,000.00	\$ 64,660.00	\$ 2,935,340.00
	06/16/2021	MCALESTER MECHANICAL, LLC	010290	\$ 11,640.00					\$ 3,000,000.00	\$ 76,300.00	\$ 2,923,700.00
	06/16/2021	MCALESTER MECHANICAL, LLC	010291	\$ 5,930.00					\$ 3,000,000.00	\$ 82,230.00	\$ 2,917,770.00
	06/16/2021	MCALESTER MECHANICAL, LLC	010292	\$ 17,790.00					\$ 3,000,000.00	\$ 100,020.00	\$ 2,899,980.00
	06/16/2021	STONE ELECTRIC	010293	\$ 15,900.00					\$ 3,000,000.00	\$ 115,920.00	\$ 2,884,080.00
	06/16/2021	PETERSON CONTRUCTION	010297	\$ 20,088.00					\$ 3,000,000.00	\$ 136,008.00	\$ 2,863,992.00
	06/16/2021	BEMAC SUPPLY	010299	\$ 7,084.00					\$ 3,000,000.00	\$ 143,092.00	\$ 2,856,908.00
	06/16/2021	LOCKE HEATING & COOLING SUPPLY	010300	\$ 7,420.00					\$ 3,000,000.00	\$ 150,512.00	\$ 2,849,488.00
	06/28/2021	BEMAC SUPPLY	010299			\$ 7,084.00	06/28/2021	000001	\$ 2,992,916.00	\$ 143,428.00	\$ 2,849,488.00
<b>Range Total:</b>				<b>\$ 150,512.00</b>	<b>\$ 0.00</b>	<b>\$ 7,084.00</b>					

<b>Year Total:</b>	<b>\$ 150,512.00</b>	<b>\$ 0.00</b>	<b>\$ 7,084.00</b>	<b>\$ 2,992,916.00</b>	<b>\$ 143,428.00</b>	<b>\$ 2,849,488.00</b>
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\* Paid column reflects the date on which the warrant was cancelled or voided.

Pittsburg County Treasurer  
Jennifer Lenox-Hackler

### COUNTY TREASURER'S SPECIAL APPORTIONMENT REPORT

SEC. "A" - CONTROL Revenue Accounts Charged		SEC. "B" - CONTROL Fund Accounts Credited	
Class of Revenue	Amount	Control of Accounts	Class of Revenue
Receipt No. 01209	4,239,639.00	AMERICAN RESCUE PLAN A	FEDERAL GRANTS
Total	4,239,639.00	AMERICAN RESCUE PLAN A	FEDERAL GRANTS
		Total	4,239,639.00

SEC. "C" - Detail of Revenue Apportioned Cities & Towns.		SEC. "E" - Detail of Revenue Apportioned to School District	
City or Town	Class of Revenue	Amount	School District
		0.00	
Total		0.00	Total

SEC. "D" - Detail of Revenue Apportioned to Ind. School Districts having own Treasurer.	
City or Town	Class of Revenue
	Amount
Total	0.00

#### CERTIFICATE

STATE OF Oklahoma, COUNTY OF Pittsburg SS.  
I, the undersigned County Treasurer of the County and State aforesaid, do hereby certify that the above and foregoing apportionment of revenues is true and correct.

Credit has been entered on my records to each municipality by separate funds and accounts, according to law and like credit is respectfully requested on your accounts with me against eventual settlement with the Board of County Commissioners, as by law provided.

Dated and subscribed at Muskogee Oklahoma, this 21 day of May, 2021  
Jennifer Lenox-Hackler By \_\_\_\_\_ Deputy  
 County Treasurer

#### CERTIFICATE OF FILING

Received and filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 \_\_\_\_\_ By \_\_\_\_\_ Deputy  
 County Clerk

Printed: 5/26/2021 1:30PM  
Pittsburg County Treasurer  
Jennifer Lenox-Hackler

**MISCELLANEOUS RECEIPTS**  
**OFFICE OF THE TREASURER**  
Pittsburg County Oklahoma

RECEIVED OF: COUNTY COMMISSIONERS

THE SUM OF:

NO. 01209  
McAlester Oklahoma, 5/26/2021

Item	Source	Fund Name	Total
1566-1-2000-2005	9303 / Federal Grants	1566 / American Rescue Plan	1,239,639.00
1566-1-200-4110	9303 / Federal Grants	1566 / American Rescue Plan	3,000,000.00
			<b>4,239,639.00</b>

Payment Reference	Amount	Received by
ETR	4,239,639.00	JLH

**4,239,639.00**

**COMMENTS:**  
PAYMENT #1 OF 2



*Board of County Commissioners, Pittsburg County*

*Charlie Rogers  
District #1*

*Kevin Smith  
District #2*

*Ross Selman  
District #3*

May 26, 2021

SPECIAL APPORTIONMENT

AMERICAN RESCUE PLAN FUND - M&O (1566-1-2000-2005)

U.S. Treasury  
(Payment #1 of 2)

\$1,239,639.00

TOTAL AMERICAN RESCUE PLAN FUND - M&O (1566-1-2000-2005)

\$1,239,639.00

AMERICAN RESCUE PLAN FUND - CAPITAL OUTLAY (1566-1-2000-4110)

U.S. Treasury  
(Payment #1 of 2)

\$3,000,000.00

TOTAL AMERICAN RESCUE PLAN FUND - CAPITAL OUTLAY (1566-1-2000-4110)

\$3,000,000.00

TOTAL DEPOSIT

\$4,239,639.00

115 E. Carl Albert Parkway, Room 100, McAlester, OK 74501  
Phone: 918-423-1338 FAX: 918-423-0722  
Website: [pittsburg.okcounties.org](http://pittsburg.okcounties.org) Email: [pittsburgcounty@hotmail.com](mailto:pittsburgcounty@hotmail.com)

# MISCELLANEOUS RECEIPT INFORMATION SHEET

BOCC DEPARTMENT

5/26/2021 DATE

\$4,239,639.00 AMOUNT

Sandra Crenshaw RECEIVED BY

If you need specific details on the miscellaneous receipt, please include that info on this form.

## **INCOME SOURCE (CIRCLE ONE)**

2020-2021 Chart of Account #'s

DONATIONS 9110  
PERMITS 9122  
GRANTS - STATE 9204  
RURAL ECONOMIC ACTION PLAN 9205  
CED SMALL PROJECTS 9240  
BUREAU OF INDIAN AFFAIRS 9302  
FEDERAL GRANTS 9303  
COMMUNITY DEVELOPMENT 9304  
BLOCK GRANT  
FEDERAL EMERGENCY 9305  
MANAGEMENT ASSISTANCE  
CARES ACT REIMBURSEMENT 9317  
HEALTH INSURANCE REIMB. 9402  
REIMBURSEMENT OF EXPENDITURES 9407  
ROYALTY 9410  
SALE OF COUNTY OWNED ASSETS 9411  
SALE OF COUNTY OWNED PROPERTY 9412  
MISCELLANEOUS 9415

## **RECEIVING FUND (CIRCLE ONE)**

GENERAL FUND 0001  
COUNTY HIGHWAY - UNRESTRICTED 1102  
COUNTY BRIDGE & ROAD IMPROVEMENT 1103  
COUNTY DONATIONS 1235  
COMMUNITY DEVELOPMENT 1400  
BLOCK GRANT REVOLVING FUND 1425  
RURAL ECONOMIC DEVELOPMENT PLAN REVOLVING FUND 1450  
BUREAU OF INDIAN AFFAIRS REVOLVING FUND 1566  
AMERICAN RESCUE PLAN FUND EMERGENCY TRANSPORTATION REVOLVING 7506  
ROAD & BRIDGE SALES TAX 1313

## **ACCOUNTS TO BE APPLIED**

PLEASE WRITE IN ACCOUNT NUMBER

1566-1-2000-2005 \$ 1,239,639.00  
1566-1-2000-4110 \$ 3,000,000.00

## NOTES:

# Requisition - Purchase Order - Claim

Requisition No. 10299 003384 **Pittsburg** County, Oklahoma **Order No. 010299** Purchase

Requisitioning Dept. **General** Date Req. Rec. 06/16/2021 Date Assigned 06/16/2021  
 Project No. JAIL HVAC/WATER HEATER Date Material Needed \_\_\_\_\_  
 Federal Award \_\_\_\_\_

I approve the processing of this purchase request and the encumbering on the designated account to the maximum of **7,084.00** Account **1566-1-2000-4110**

06/16/2021 Date Reese Johnson Requisitioning County Official

**Comments:**

**Suggested Vendors:**

Purchasing Method  Regular P.O.  Blanket P.O.  Purchase Card/Vendor for p-card

Type of bid (if required)  
 State Contract/Purchasing Cooperative  
 County Purchasing Act  
 Public Competitive Bidding Act

Issued To:  
**BEMAC SUPPLY**  
**P O BOX 70**

**MCALESTER, OK 74502**

**Shipped To:**

**KEVIN SMITH**  
**115 E. CARL ALBERT PKWY**  
**MCALESTER, OK 74501-0000**

ALL PRICES ARE FOB DESTINATION UNLESS OTHERWISE NOTED

Quantity	Unit	Description	Price	Amt. To Be Encumbered	Amount	Adjustment	Approved
1.000	EA	COMMERCIAL WATER HEATER	7084.000	7,084.00			
		ARPA - 21.002.					
<b>THIS HAS NOT FOLLOWED PROPER PURCHASING PROCEDURES. HOPE TRAMMELL, COUNTY CLERK</b> <i>Invoice dates</i>							
			<b>Totals</b>	<b>7,084.00</b>			<b>7084.00</b>

CHARGE & INVOICE TO:

**Hope Trammell**

County Clerk  
 115 East Carl Albert, Rm 103  
 Billing Address  
**MCALESTER, OK 74501**  
 City, State, Zip Code

APPROVAL BY GOVERNING BOARD

This claim is approved for payment in the amount indicated above (Signed by at least two members. District Attorney is approving Officer of expenditures for that office. 19 Okl. St. Ann S. 326.

6-28-2021 Date

*[Signature]* Chairman

*[Signature]* Member

*[Signature]* Member

PAYMENT RECORD

Warrant Number \_\_\_\_\_

Amount 7084.00

**Hope Trammell**

County Clerk/Deputy

Date Returned For Filing For Consideration By The Governing Board

COMPLETE WHEN USED WITH A BLANKET PURCHASE ORDER

I also certify that the maximum amount of the blanket purchase order has not been exceeded.

County Clerk/Deputy

Date

Requisitioning County Officer

Date

County Clerk/Encumbering Officer

Appropriation Account  
 1566-1-2000-4110

Warrant Number

**PAID**  
 JUN 28 2021

Date 06/16/2021 Fiscal Year 2020-2021  
 Appropriation Account 1566-1-2000-4110  
 I hereby approve the issuance and encumbrance of this purchase order

*[Signature]*  
 Purchasing Agent

I hereby certify that the amount of this encumbrance has been entered against the designated appropriation accounts and that this encumbrance is within the authorized available balance of said appropriation.

DATED THIS 06/16/2021

**Hope Trammell**  
 County Clerk/Deputy

OF Pittsburg COUNTY

Bemac Supply -McAlester  
 P.O. Box 70  
 836 E. Carl Albert Pkwy.  
 MCALLESTER, OK 74501  
 918-423-4194 Fax 918-423-4466

**\*\* INVOICE \*\***

INVOICE DATE	INVOICE NUMBER
06/15/21	S2291114.001
REMIT TO:	
Bemac Supply	
PO Box 70	
McAlester, OK 74502	
	1

BILL TO:  
 PITTSBURG COUNTY JAIL  
 1210 N.W. STREET  
 MCALLESTER, OK 74501

SHIP TO:  
 PITTSBURG COUNTY JAIL  
 1210 N.W. STREET  
 MCALLESTER, OK 74501

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	ORDER NUMBER	SHIP DATE	SHIP QTY	NET 10TH	SHIP DATE	SHIP QTY	NET PER	OPEN BAL
1085	male dormitories								MCALLESTER HOUSE
Bruce Sharp	LOCAL DEL				NET 10TH	06/15/21	06/14/21		
STA SUF-100-199NE COMM WATER HEATER				1				7084.000	7084.00
NAT 95% EFF.									
Serial#: 2105122970935									

PAID JUN 28 2021

\*\* Reprint \*\* Reprint \*\* Reprint \*\*

Invoice is due by 07/10/21.

Subtotal	7084.00
S&H CHGS	0.00
Sales Tax	0.00
Amount Due	7084.00

All claims for shortage or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable.  
 Past due invoices may be subject to 1.5% late charge

CDT  
 Signature \_\_\_\_\_ 6/15/21  
 Printed Name \_\_\_\_\_ # Items



407 E. Main  
Antlers, OK 74523  
(800) 522-3889 Phone  
(580) 298-3335 Fax

"Serving Our Customers Since 1975"



600 N. Broadway Ave  
Ada, OK 74820  
(580) 332-6300 Phone  
(580) 332-0107 Fax

Remit To: 900 E. Wyandotte Ave  
McAlester, OK 74501  
(888) 332-3431 Phone  
(918) 426-3626 Fax

Pittsburg County Clerk  
PO Box 3304  
McAlester, OK 74502

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

**Renewal Maintenance Contract Proposal**  
**Contract # MCA60511-10**  
**Renewal Date Range 9/24/2022 - 9/23/2023**

8/9/2022

Dear Valued Customer:

The maintenance contract for your office equipment(s) is/are scheduled for renewal. Please review the attached Renewal Maintenance Contract Proposal, fill in all blanks in the spaces below, and initial the reverse side of this agreement. If your contract needs have changed or you have any questions or concerns, please contact our Contract Department so that we may address them and better serve you. An unreturned Renewal Maintenance Contract Proposal will constitute agreement on your part.

**Your Contract Renewal Rate will be \$1,489.07 billing Annual**  
**Maint-Supply Incl Excl Paper/Networking**

Equipment covered under this contract agreement include:

<b>C6037</b>	<b>IMR-3235</b>	<b>DFW08895</b>		
Meter	Meter Group	Meter Group	Covered Copies	Overage Rate Overage Cycle
B\W	BLACK AND WHITE		40,000.00	0.02 Annual
<b>C6454</b>	<b>IMR-1025IF</b>	<b>DRL42285</b>		
Meter	Meter Group	Meter Group	Covered Copies	Overage Rate Overage Cycle
B\W	BLACK AND WHITE		40,000.00	0.02 Annual

Miller Office Equipment thanks you for the opportunity to provide service for all of your office needs.

**This is not a bill ....**  
**Please Sign and Return.**  
**Invoice to follow.**

Sincerely,

Rachel McCann  
Contract Administrator  
rmccann@milleroffice.com  
918-426-3600 Phone

Contract# MCA60511-10

Printed Name: Hope Trammell

Signature: Hope Trammell

Title: County Clerk

Date: 8-22-2022

New Purchase Order#

\* This agreement includes and is subject to the terms and conditions on the reverse side of this document.

# Miller Office Equipment MAINTENANCE AGREEMENT

This Maintenance Agreement shall become effective upon its acceptance by MOE Systems, LLC (hereinafter referred to as Miller) on the date indicated on the face hereof.

1. Maintenance Agreement base rate charges, if applicable, are payable in advance. The payment due date for a coverage period is the first day of the coverage period specified on the face hereof. Anything herein contained to the contrary notwithstanding, Miller shall have no obligation to provide any of the services called for hereunder to customer unless customer is current in all payments made to Miller on all billings on any equipment provided by or serviced by Miller or its affiliates or subsidiaries, including but not limited to service, supply, maintenance and maintenance related billings, and equipment lease billings. Miller may charge interest at the rate of one and one-half percent (1.5%) per month on all payments overdue, and in the event of failure of payment, to pursue any available remedies at law or inequity for breach of this Agreement. In the event collection of any amount due hereunder is turned over to an attorney, buyer agrees to be responsible for all fees and expenses incurred in said effort.
2. Miller shall provide inspections as required, which may be made in conjunction with regular or emergency service calls. Inspections, as well as all service calls, shall be made during normal business hours.
3. During the terms of the Agreement, Miller will provide, depending on contract type chosen, parts which have been broken or worn through normal use, labor which is necessary for servicing and maintenance adjustments, and equipment supplies (not including paper), with no charge. This agreement shall not apply to network connectivity as it is not provided under our maintenance agreements, but rather as separate chargeable service provided at Miller's established rates.
4. All service calls under this Agreement will be made by Miller during normal business hours on the equipment described on the face hereof. Should the equipment be moved to an alternate location, there will be an adjustment to the normal maintenance base and/or copy rate as set forth by Miller. The move of equipment is not included in maintenance agreement and will be done by Miller at a rate determined by Miller based on distance from Miller's service office to new customer location via most convenient route determined by Miller. If service at a time other than during Miller's normal business hours is furnished upon customer's request, it will not be included in customer maintenance agreement and customer will be charged at Miller's established rates for labor and travel then in effect.
5. This Agreement shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, lightening, electrical power failure, fire, water, or other casualty, or to repairs made necessary as a result of either service by personnel other than Miller personnel or repeated use of supplies other than supplies meeting Miller's published supply specifications for the equipment. Separate charges for repairs or replacements due to the foregoing shall be borne by the customer, at Miller's established rate for parts and labor from time to time in effect.
6. This Agreement covers only the equipment described on the face hereof and does not include any accessories listed thereon.
7. This Agreement may not be assigned by the customer.
8. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any Governmental authority shall be paid by the customer in accordance with law.
9. Standard Freight and Fuel Surcharge items are included in established Miller's maintenance price rates for contracts types that include parts and supplies. Any contracts excluding parts and/or supplies will be subject to Freight and Fuel Surcharge charges being added to supply order and service call invoices. Rush orders are not considered standard and will result in an extra fee.
10. This Agreement (consisting of the face and reverse side of this page) supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire agreement between the customer and Miller with respect to the service to be provided hereunder.
11. If, during the term of this Agreement or any subsequent terms, Miller is unable to obtain parts for the equipment covered under this Agreement, Miller may, at its sole discretion, terminate this Agreement and refund to the customer the prorated unused portion.
12. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement. Pricing is for the first year only unless otherwise stated on the face of this Agreement contract. Changes to this contract may only be made with the consent of the customer and Miller. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including this paragraph, shall be deemed to have been automatically renewed for a term of twelve (12) months and at a rate established by Miller, unless either party has given thirty (30) days prior written notice to the other of its intention to terminate this agreement as of the end of such term.

(Initial) \_\_\_\_\_