



NOTICE AND AGENDA OF REGULAR MEETING

Pursuant to the Oklahoma Open Meeting Act (25 O.S. Sec. 301, et seq.), notice is hereby given that the Board of County Commissioners, Pittsburg County, will hold a regular meeting as follows

FILED

SEP 15 2023 8:49 AM
TIME TRAMMELL, COUNTY CLERK
HOPE PITTSBURG COUNTY DEPUTY

DATE: September 18, 2023

TIME: 9:00 A.M.

PLACE: COUNTY COMMISSIONERS CONFERENCE ROOM
PITTSBURG COUNTY COURTHOUSE
115 EAST CARL ALBERT PARKWAY, ROOM 100B
MCALESTER, OKLAHOMA

BY _____

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

AGENDA

1. CALL MEETING TO ORDER
2. ROLL CALL: CHARLIE ROGERS CHAIRMAN
ROSS SELMAN VICE-CHAIRMAN
KEVIN SMITH MEMBER
3. APPROVAL OF AGENDA
4. APPROVE/DISAPPROVE MEETING MINUTES

A. Regular Meeting from September 11, 2023

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 TO THREE (3) MINUTES. COMMENTS ARE LIMITED TO ITEMS ON THE AGENDA. ANY COMMENTS BY THE PUBLIC ON ITEMS NOT ON THE AGENDA CANNOT BE ACKNOWLEDGED OR DISCUSSED BUT CAN BE PLACED ON AN UPCOMING AGENDA FOR DISCUSSION AND POSSIBLE ACTION.

6. OFFICIALS – DEPARTMENT REPORTS

- A. County Clerk
 - i. Letter Removing and Adding requestion officer for Quinton Fire Department

7. FISCAL TRANSACTIONS

- A. Claims and Purchase Orders
- B. Transfers
- C. Monthly Reports

D. Blanket Purchase Orders

8. UNFINISHED BUSINESS

None.

9. AGENDA ITEMS

- A. Resolution 24-066 to declare items surplus to be sold by sealed bid- District 2
- B. Resolution 24-067 to cancel Purchase Order FY 23-24- District 3
- C. Resolution 24-068 to cancel Purchase Orders FY 22-23- District 3
- D. Resolution 24-069 to cancel Purchase Order- BOCC
- E. Resolution 24-070 to cancel Purchase Order- Fire Fighters Association
- F. Resolution 24-071 to cancel Purchase Order- Tannehill Fire Dept.
- G. Resolution 24-072 to cancel Purchase Order- Canadian Shores Fire Dept.
- H. Resolution 24-073 cancel Purchase Order- Canadian Fire Dept.
- I. Resolution 24-074 to cancel Purchase Order- Bugtussle Fire Dept.
- J. Resolution 24-075 to cancel Purchase Orders- Indianola Fire Dept.
- K. Discussion, Consideration and Possible Action to submit and opioid abatement grant application through the Oklahoma Office of the Attorney General
- L. Discussion Consideration and Possible Action to approve contract with Guardian RFiD for inmate tracking- Sheriff
- M. Discussion, Consideration and Possible Action to approve Pay Application No. 1 to GARLAND/DBS, INC. for Courthouse Roof Project
- N. Discussion, Consideration and Possible Action to approve Pay Application No. 4 to Crawford Roofing for Courthouse Roof Project
- O. Discussion, Consideration and Possible Action to approve payment to FW Walton for Courthouse Roof Project
- P. Discussion, Consideration and Possible Action to approve transcript of proceedings; Approve/ Disapprove Resolution 24-076 for Commissioners Sale; Approve & sign county deed, all for Lot 13 Blk 5 Hidden Valley, Lot 19 Blk 13 Piney Creek #9- Treasurer
- Q. Discussion, Consideration and Possible Action to approve transcript of proceedings; Approve/ Disapprove Resolution 24-077 for Commissioners Sale; Approve & sign county deed, all for N 5' of S 45' of W 60' of Lot 7 & 35' of S 45' of E 77' of Lot 7 Blk 225 So McAlester- Treasurer
- R. Discussion Consideration and Possible Action to Approve Subdivision plat for Eufaula Cove- District 1
- S. Discussion, Consideration and Possible Action to Approve Subdivision plat for Falcon Flats- District 2

10. ROAD CROSSING PERMITS

- A. Permit 24.005, H2 Services LLC temporary water line- District3

II. NEW BUSINESS

CONSIDERATION AND POSSIBLE ACTION WITH RESPECT TO ANY OTHER MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE BEEN FORESEEN PRIOR TO THE POSTING OF THIS AGENDA.

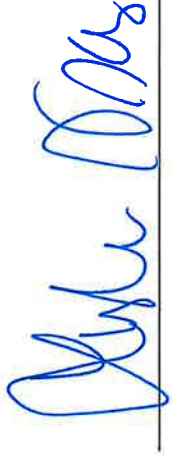
12. 10:00 A.M. – PUBLIC HEARINGS

None.

13. 10:00 A.M. – BID OPENINGS

None.

14. RECESS/ADJOURNMENT

A handwritten signature in blue ink, appearing to read "John D. [unclear]", is written over a horizontal line.

Commissioners' Assistant

Quinton Fire Dept

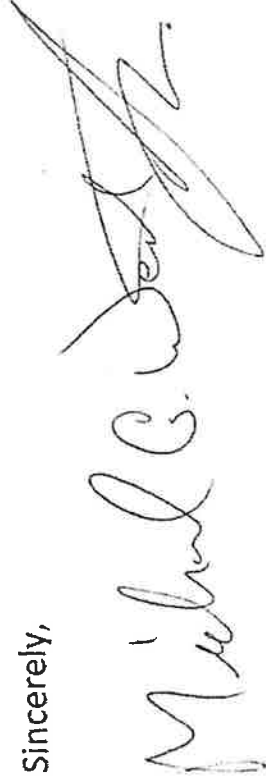
P.O. Box 913

Quinton, OK 74561

September 13, 2023

This letter is to update our requisition and receiving officer list for purchasing requirements. Josh Murray is no longer a member of the department and we are putting Paul Quinton as a requisition officer. If you need anything else please call Chief West at (918) 839-5136.

Sincerely,

A handwritten signature in black ink that reads "Michael C. West". The signature is written in a cursive style with a large, sweeping flourish at the end.

Mike West

Fire Chief

RESOLUTION
24-066

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, September 18, 2023.

WHEREAS, Highway District #3 wishes to declare the following item surplus to be sold by sealed bid:

INVENTORY#	DESCRIPTION	SERIAL/VIN#
D3-331.1A	2012 CHEVROLET IMPALA	2GIWD5E33C1237369

WHEREAS, the above-mentioned item is no longer needed.

WHEREAS, Pittsburg County District #1 wishes to sell this item by sealed bid, interested bidders may view the vehicle listed above at the Pittsburg County District #3 shop, 1906 N. 15th Street, McAlester, Oklahoma or online at pittsburg.okcounties.org under the bids section.

WHEREAS, sealed bids will be accepted through September 29, 2023. All bids received after September 29, 2023 will not be opened. Bids will be opened on Monday, October 2, 2023 during a regular meeting of the Board of County Commissioners, Pittsburg County in the County Commissioners Conference Room, Pittsburg County Courthouse, 115 E. Carl Albert Pkwy, Room 100, McAlester, Oklahoma 74501.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby declare the above-mentioned item surplus to be sold by sealed bid.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



VICE-CHAIRMAN



MEMBER



COUNTY CLERK



Fixed Asset Record--Property and Equipment

(Autos, Office Furniture and Equipment, Road Machinery and Equipment, Radios, Etc.)

COUNTY **PITTSBURG** Ident. No. **D3-331.1A**

Office or Dept. **DISTRICT #3** Fund/Account

RECORD OF ACQUISITION

Item **2012 IMPALA** Trade Name **CHEVROLET**
 Description **AUTOMOBILE**
 Estimated Life **Serial No. 2G1WD5E33C1237369 Motor #: Model No. IMPALA**
 Vendor or Leasor **M. GRAHAM AUCTIONS Address MARLOW, OK**

If acquired by purchase and County actually has title thereto, give following information:

Date Acquired Purchase price: **\$3,750.00** P.O.No. Warrant #

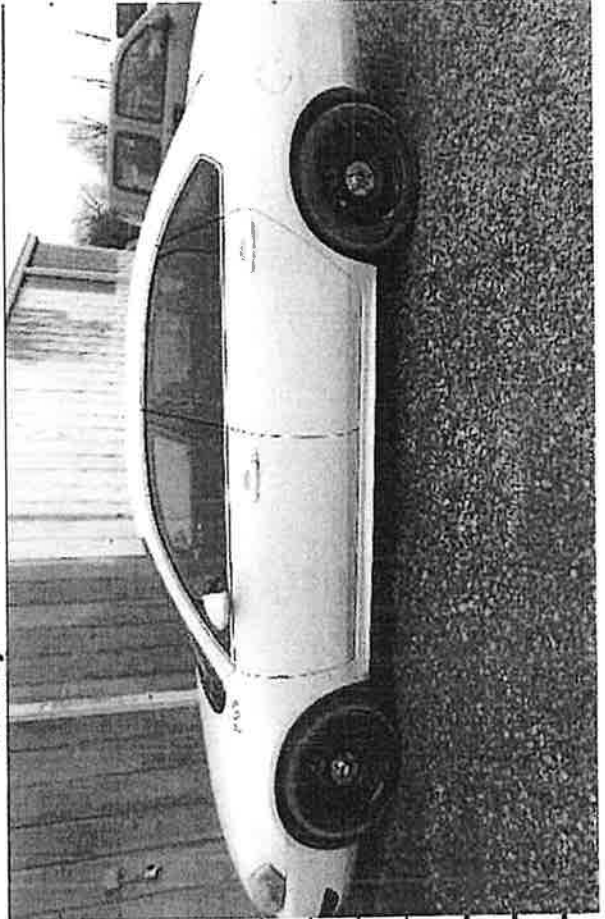
If County does not have title but is holding under lease or rental contract, give following information:

Payment Contract w/ Monthly Rental \$

Contract # Date of Contract Purcha

Tire Size:
 Front: **235/55RX17**
 Back: **235/55RX17**

INVENTORY			
Date			
By			



RESOLUTION
24-067

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, September 18, 2023.

WHEREAS, Pittsburg County District 3, issued the following purchase order:

2094, issued on August 31, 2023 to Twin Cities Ready Mix in the amount of 600.00 for 6" wall block

WHEREAS, the above-mentioned Purchase Order was never used, is no longer needed and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel Purchase Order 2094 for FY 2023-2024

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



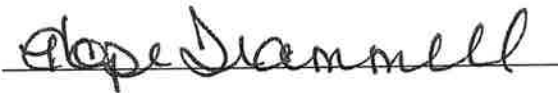
VICE-CHAIRMAN



MEMBER



COUNTY CLERK



RESOLUTION
24-068

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, September 18, 2023.

WHEREAS, Pittsburg County District 3, issued the following purchase order:

4548, issued on November 14, 2022 to Unifirst First Aid Corp in the amount of \$200.00 for First Aid Supplies

4837, issued on November 28, 2022 to Ok Tire in the amount of 6544.97 for Tires

5540, issued on December 19, 2022 to Unifirst First Aid Corp in the amount of \$200.00 for First Aid Supplies

11174, issued on June 8, 2023 to Ram Inc. in the amount of \$2770.00 for Fuel

WHEREAS, the above-mentioned Purchase Order was never used, is no longer needed and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel Purchase Order 4548, 4837, 5540, 11174 for FY 2022-2023

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

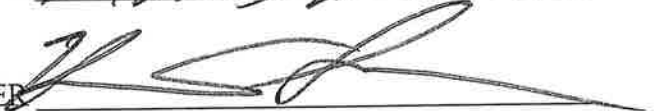
CHAIRMAN



VICE-CHAIRMAN



MEMBER



COUNTY CLERK



RESOLUTION
24-069

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, September 18, 2023.

WHEREAS, Pittsburg County, issued the following purchase order:

8532, issued on March 22, 2023 to Design- Build Solutions Inc. in the amount of \$12,358.00 for repairs.

WHEREAS, the above-mentioned Purchase Order was never used, is no longer needed and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel Purchase Order 8532 for FY 2022-2023

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN

[Handwritten Signature]

VICE-CHAIRMAN

[Handwritten Signature]

MEMBER

[Handwritten Signature]

COUNTY CLERK

[Handwritten Signature]

RESOLUTION

NO. 24-070

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, SEPTEMBER 18, 2023

WHEREAS, the FIRE FIGHTERS ASSOC wishes to cancel the following Purchase
Order

3074 to PRO KILL INC dated OCTOBER 3, 2022 in the amount of \$216.00 for PEST
CONTROL

WHEREAS, this purchase orders was not used, therefore no longer needed.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg
County do hereby cancel Purchase Order 3074 for FY 2022-2023.


CHAIRMAN


MEMBER


MEMBER

ATTEST:


COUNTY CLERK



RESOLUTION

NO. 24-071

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, SEPTEMBER 18, 2023

WHEREAS, the **TANNEHILL FIRE DEPARTMENT** wishes to cancel the following
Purchase Order


7692 to **KIAMICHI AUTOMOTIVE WAREHOUSE** dated **FEBRUARY 27, 2023** in the
amount of **\$500.00** for **AUTO PARTS**

WHEREAS, this purchase order was not used, therefore no longer needed.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg
County do hereby cancel Purchase Order 7692 for FY 2022-2023.

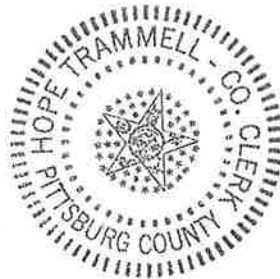

CHAIRMAN


MEMBER


MEMBER

ATTEST:


COUNTY CLERK



RESOLUTION

NO. 24-072

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, SEPTEMBER 18, 2023

WHEREAS, the **CANADIAN SHORES FIRE DEPARTMENT** wishes to cancel the
following Purchase Order

1039 to COMDATA dated **AUGUST 1, 2022** in the amount of **\$1000.00** for **FUEL**

WHEREAS, this purchase order was not used, therefore no longer needed.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg
County do hereby cancel Purchase Order 1039 for FY 2022-2023.


CHAIRMAN


MEMBER


MEMBER

ATTEST:


COUNTY CLERK



RESOLUTION

NO. 24-073

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, SEPTEMBER 18, 2023

WHEREAS, the **CANADIAN FIRE DEPARTMENT** wishes to cancel the following
Purchase Order

7698 to EUFAULA AUTO PARTS INC dated FEBRUARY 27, 2023 in the amount of
\$300.00 for PARTS

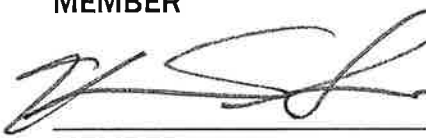
WHEREAS, this purchase order was not used, therefore no longer needed.

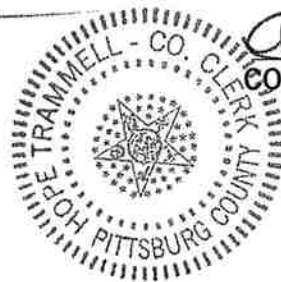
THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg
County do hereby cancel Purchase Order 7698 for FY 2022-2023.


CHAIRMAN


MEMBER

ATTEST:


MEMBER




COUNTY CLERK

RESOLUTION

NO. 24-074

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, SEPTEMBER 18, 2023

WHEREAS, the **BUGTUSSLE FIRE DEPARTMENT** wishes to cancel the following
Purchase Order

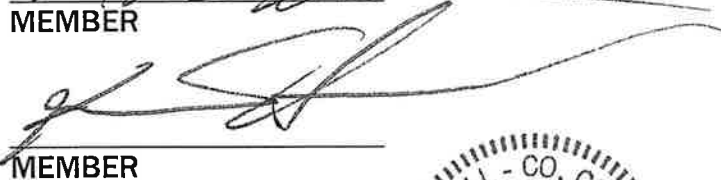
4826 to COMDATA dated **NOVEMBER 28, 2022** in the amount of **\$700.00** for Fuel

WHEREAS, this purchase order was not used, therefore no longer needed.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg
County do hereby cancel Purchase Order 4826 for FY 2022-2023.


CHAIRMAN


MEMBER


MEMBER

ATTEST:


COUNTY CLERK



RESOLUTION

NO. 24-075

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, SEPTEMBER 18, 2023

WHEREAS, the INDIANOLA FIRE DEPARTMENT wishes to cancel the following
Purchase Orders

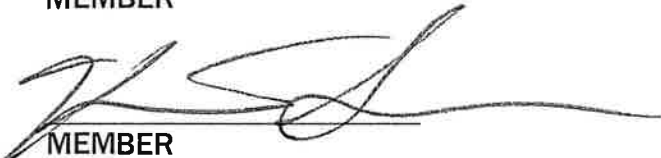
- 55 to COMDATA dated JULY 5, 2022 in the amount of \$1000.00 for FUEL
- 1046 to COMDATA dated AUGUST 1, 2022 in the amount of \$1000.00 for FUEL
- 1893 to COMDATA dated AUGUST 29, 2022 in the amount of \$1000.00 for FUEL
- 4058 to COMDATA dated OCTOBER 31, 2022 in the amount of \$1000.00 for FUEL
- 4833 to COMDATA dated NOVEMBER 28, 2022 in the amount of \$1000.00 for FUEL
- 5889 to COMDATA dated JANUARY 3, 2023 in the amount of \$1000.00 for FUEL
- 7717 to COMDATA dated FEBRUARY 27, 2023 in the amount of \$1000.00 for FUEL
- 8935 to COMDATA dated APRIL 3, 2023 in the amount of \$1000.00 for FUEL

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

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg
County do hereby cancel Purchase Orders
55,1046,1893,4058,4833,5889,7717,8935 for FY 2022-2023.


CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK



September 01, 2023

Pittsburg County Sheriff's Office (OK)
Jeff Daniels
1210 N West St
McAlester, Oklahoma 74501

RE: GUARDIAN RFID® Sole Source Letter for Pittsburg County Sheriff's Office (OK)

Dear Assistant Jail Administrator Daniels:

This letter is intended to detail assertions as Sole Source provider of GUARDIAN RFID®.

Codex Corp. (d/b/a GUARDIAN RFID) is the manufacturer and exclusive provider of the GUARDIAN RFID® platform. GUARDIAN RFID is the only inmate tracking system comprised of Systems of Engagement and Insight leveraging business intelligence and artificial intelligence in our native Cloud environment powered by AWS. There is no commercially available substitute that is similar or identical in capability.

There are several competitive circumstances that exist:

1. Source code for the GUARDIAN RFID platform is exclusively created and managed by GUARDIAN RFID, and uses a variety of intellectual property (IP) strategies to protect its IP, including patents, trademarks, and copyright protection.
2. GUARDIAN RFID exclusively sells and supports its software and solutions directly to law enforcement agencies and department of corrections.
3. GUARDIAN RFID has been awarded the following patents by the United States Patent and Trademark Office (USPTO) and has multiple patents-pending:

U.S. patent no. 9,024,754	MONITORING INMATE MOVEMENT WITH RFID
U.S. patent no. 9,024,753	AUTOMATING OFFENDER DOCUMENTATION WITH RFID



U.S. patent no. 9,251,691	SYSTEMS AND METHODS FOR BEHAVIOR MONITORING AND IDENTIFICATION
U.S. patent no. 9,396,447	SYSTEMS AND METHODS FOR MONITORING A HEADCOUNT.
U.S. patent no. 9,483,926	MONITORING INMATE MOVEMENT WITH RFID

4. SPARTAN® is a custom-built, ultra-rugged Android manufactured specifically by GUARDIAN RFID and is only available through our company.
5. GUARDIAN RFID is the only correctional RFID platform that uses passive, high-frequency RFID (ISO15693, 13.56MHz) sensors directly manufactured by Codex Corp. Similarly, GUARDIAN RFID is the exclusive distributor Clincher RFID wristbands manufactured by PDC® (a Brady Corporation).
6. GUARDIAN RFID is the only inmate tracking system that embeds business intelligence and artificial intelligence technologies to manage, monitor, and track offenders in-custody.

All the best,

Jeff Kovar

Strategic Account
GUARDIAN RFID



GUARDIAN RFID SYSTEM AGREEMENT – LEASED DEVICES

THIS GUARDIAN RFID SYSTEM AGREEMENT (the "Agreement") is entered into as of September 08, 2023 ("Effective Date") by and between Codex Corporation d/b/a GUARDIAN RFID, a Minnesota corporation ("GUARDIAN RFID"), having its principal place of business at 6900 Wedgwood Rd. N, Suite 325, Maple Grove, MN 55311 and Pittsburg County Sheriff's Office, a body corporate and politic under the laws of the state of Oklahoma ("Customer"), having its principal place of business at 1210 N. West St. McAlester, OK 74501.

WHEREAS, GUARDIAN RFID provides a system comprised of software, hardware, support services, and a web-based software as a service platform to deliver a wide range of inmate management, monitoring, and tracking solutions (the "GUARDIAN RFID System"), and the Customer desires to implement the GUARDIAN RFID System by licensing the software, leasing GUARDIAN RFID Mobile Devices and GUARDIAN RFID Mobile Device Accessories included within the definition of Hardware, purchasing the remaining portion of the Hardware, purchasing support services, and obtaining rights to use the web-based software as a service platform.

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

- (a) "Acceptance Criteria" has the meaning provided in Section 9(c)(i).
- (b) "Additional Modules" means modules that offer additional features to the GUARDIAN RFID and which may be purchased by the Customer either at the time of the original implementation of the GUARDIAN RFID System or during the Term of the Agreement. The list of Additional Modules available as of the Effective Date is included in Addendum A; however, new Additional Modules may become available during the Term of the Agreement as GUARDIAN RFID develops new products.
- (c) "Agreement" has the meaning provided in the recitals.
- (d) "Authorized Customer Personnel" means any Customer Personnel who need to use the GUARDIAN RFID System in the performance of their duties or collaboration with the Customer, who have agreed to abide by the terms of this Agreement and who have agreed in writing to be bound by the terms of the Confidentiality provisions of this Agreement in Section 15, either by means of an agreement directly with GUARDIAN RFID or pursuant to an agreement with the Customer which restricts the use of the Confidential or Proprietary Information received as an employee, partner, member, owner, or affiliate of the Customer. In no case will the term "Authorized Customer Personnel" include any competitor of GUARDIAN RFID.
- (e) "Authorized GUARDIAN RFID Personnel" means GUARDIAN RFID Personnel who provide services to the Customer under the terms of this Agreement.
- (f) "Complete End User Training" has the meaning provided in Section 7(b)(i).
- (g) "Confidential or Proprietary Information" means any information or data disclosed by either GUARDIAN RFID or the Customer to the other party, including, but not limited to, the terms of this Agreement, negotiations and discussions relating to this Agreement, and any of the following which relate directly or indirectly to the Disclosing Party's products, services, or business:



- (i) technology, ideas, concepts, drawings, designs, inventions, discoveries, improvements, patents, patent applications, specifications, trade secrets, prototypes, processes, notes, memoranda, and reports; or
- (ii) visual representations concerning the Disclosing Party's past, present or future research, technology, know-how, and concepts; or
- (iii) computer programs, software code, written documentation, products, information concerning vendors, members, customers, prospective customers, employees and prospective employees, market research, sales and marketing plans, distribution arrangements, financial statements, financial information, financing strategies and opportunities, and business plans.

In addition, the term "Confidential or Proprietary Information" shall include any information disclosed pursuant to any confidentiality or nondisclosure agreement entered by the parties in contemplation of entering the business relationship evidenced by this Agreement.

- (h) "Correction Notice" has the meaning provided in Section 9(c)(ii).
- (i) "Correction Testing Period" has the meaning provided in Section 9(c)(iii).
- (j) "Customer" has the meaning provided in the recitals.
- (k) "Customer Indemnified Claim" has the meaning provided in Section 17(a).
- (l) "Customer Indemnified Parties" has the meaning provided in Section 17(a).
- (m) "Customer Information" means all Confidential or Proprietary Information disclosed by the Customer to GUARDIAN RFID in connection with, in contemplation of entering, or under this Agreement.
- (n) "Customer Personnel" means any officers, employees, partners, members, owners, agents, or affiliates of the Customer (including any third party to whom the Customer has outsourced all or part of its operations).
- (o) "Customer Project Manager" means the person authorized by the Customer to serve as the primary point of contact for project management with GUARDIAN RFID as specified in Section 14(b).
- (p) "Customer's Third-Party Hardware" means any hardware, equipment, and other tangible items used by the Customer that is not specified to be provided by GUARDIAN RFID under the terms of this Agreement, including, but not limited to, networking equipment (including Wi-Fi), workstations, servers for third-party systems, mobile workstations, and laptops.
- (q) "Customer's Third-Party Software" means any software that is not specified to be provided by GUARDIAN RFID under the terms of this Agreement, including, but not limited to, operating systems, Internet browsers, plug-ins, content-viewing applications, software frameworks for downloaded content, productivity software, and enterprise software (including, but not limited to, jail, records, offender, medication, prescription, and case management systems).
- (r) "Defended by GUARDIAN RFID™ Seal" has the meaning provided in Section 14(o).
- (s) "Disclosing Party" means a party to this Agreement that discloses its Confidential or Proprietary Information to the other party to this Agreement.



- (t) "Documentation" means all documentation and other materials (including manuals, instructions, training materials, specifications, advertising brochures, promotional materials, flow charts, logic diagrams, and other support materials) relating to the operation and functionality of the GUARDIAN RFID Software and GUARDIAN RFID OnDemand.
- (u) "Effective Date" has the meaning provided in the recitals.
- (v) "Extended Term" has the meaning provided in Section 18(a).
- (w) "Extended Term Replacement Period" has the meaning provided in Section 8(e)(ii).
- (x) "Force Majeure Event" means an occurrence beyond the reasonable control of the party affected, including acts of governmental authorities, acts of God, material shortages, wars, riots, rebellions, sabotage, fire, explosions, accidents, floods, strikes or lockouts of third parties, widespread illness or pandemics, or electrical, internet, or telecommunication outage that is not caused by the obligated party.
- (y) "Go-Live" or "Goes-Live" means the use of the GUARDIAN RFID System as a live, non-test-bed system, which can be exhibited by events such as the completion of the first real-world log entry (e.g., cell check, offender movement, etc.) or a similar event or inmate activity dealing with real-world use.
- (z) "Go-Live Date" means the latest to occur of (i) the date of the Installation Notice, or (ii) if any, the date of the last Subsequent Installation Notice. For clarity, the official Go-Live Date will be identified in the first invoice sent by GUARDIAN RFID to the Customer after the GUARDIAN RFID System Goes-Live.
- (aa) "Go-Live Support" has the meaning provided in Section 7(b)(ii).
- (bb) "GUARDIAN RFID" has the meaning provided in the recitals.
- (cc) "GUARDIAN RFID Indemnified Claim" has the meaning provided in Section 17(b).
- (dd) "GUARDIAN RFID Indemnified Parties" has the meaning provided in Section 17(b).
- (ee) "GUARDIAN RFID Information" means Confidential or Proprietary Information disclosed by GUARDIAN RFID to the Customer in connection with, in contemplation of entering, or under this Agreement, including, but not limited to, all Documentation.
- (ff) "GUARDIAN RFID Mobile Device" has the meaning in the quote provided in Addendum A.
- (gg) "GUARDIAN RFID Mobile Device Accessories" means the batteries, hand straps and pins, protective bumpers, battery covers, and other similar peripherals for the GUARDIAN RFID Mobile Device, except that the term expressly excludes the GUARDIAN RFID Mobile Device Charging Station.
- (hh) "GUARDIAN RFID Mobile Device Charging Station" means the charging cradle and cradle power adapter for the GUARDIAN RFID Mobile Device.
- (ii) "GUARDIAN RFID OnDemand" means the web-based software as a service platform provided by GUARDIAN RFID to the Customer that is used by the Customer to access the server database that hosts the information collected by the GUARDIAN RFID System, and is identified as "Platform" under the "Product Family" column of the quote provided in Addendum A.



- (jj) "GUARDIAN RFID Personnel" means any officers, employees, partners, members, owners, agents, or affiliates of GUARDIAN RFID.
- (kk) "GUARDIAN RFID Project Manager" means the person authorized by GUARDIAN RFID to serve as the primary point of contact for project management with the Customer as specified in Section 6(a).
- (ll) "GUARDIAN RFID Software" means the computer programs in object code form and any Updates, enhancements, modifications, revisions, additions, replacements, or conversions thereof owned by GUARDIAN RFID, and either identified as "Software" under the "Product Family" column of the quote provided in Addendum A, installed to enable use of GUARDIAN RFID OnDemand, or subsequently licensed to the Customer. GUARDIAN RFID Software specifically excludes any Third-Party Software and the Customer's Third-Party Software.
- (mm) "GUARDIAN RFID Software Materials" means the GUARDIAN RFID Software, the media containing the GUARDIAN RFID Software and the Documentation.
- (nn) "GUARDIAN RFID System" has the meaning provided in the recitals, and includes the GUARDIAN RFID Software licensed, the GUARDIAN RFID OnDemand platform licensed for access and use, Hardware sold or leased, Third-Party Software used, and services provided by GUARDIAN RFID to the Customer under this Agreement.
- (oo) "GUARDIAN RFID Trainers" has the meaning provided in Section 7(b).
- (pp) "Hardware" means all hardware, equipment, and other tangible items supplied to the Customer by GUARDIAN RFID under this Agreement and identified as "Hardware" under the "Product Family" column of the quote provided in Addendum A. Hardware specifically excludes the Customers' Third-Party Hardware.
- (qq) "Initial Term" has the meaning provided in Section 18(a).
- (rr) "Initial Term Fee" means the sum of the Initial Term Fee for Year One and the fee amounts listed in Addendum B for (i) Initial Term Fee for Year Two and (ii) Initial Term Fee for Year Three.
- (ss) "Initial Term Fee for Year One" means the sum of the fee amounts listed in Addendum B for (i) Contract Execution, (ii) Access to GUARDIAN RFID OnDemand prior to the Go-Live Date, (iii) Delivery of Hardware, and (iv) Go-Live Date.
- (tt) "Initial Term Replacement Period" has the meaning provided in Section 8(e)(ii).
- (uu) "Initial Training" has the meaning provided in Section 7(b).
- (vv) "Inmate Data" has the meaning provided in Section 11(d).
- (ww) "Installation Notice" has the meaning provided in Section 9(c)(i).
- (xx) "Kick-Off Meeting" has the meaning provided in Section 6(b).
- (yy) "Leased Hardware" means all Hardware leased to the Customer by GUARDIAN RFID under this Agreement, and is identified as "Leased Hardware" in Addendum A, except that such term will not include any GUARDIAN RFID Mobile Device Accessories.
- (zz) "Notice of Non-Conformity" has the meaning provided in Section 13(a)(ii).



- (aaa) "Pre-Training Meeting" has the meaning provided in Section 7(a).
- (bbb) "Receiving Party" means the party to this Agreement that receives Confidential or Proprietary Information from the other party to this Agreement.
- (ccc) "Receiving Party Personnel" means any employees, partners, members, owners, or affiliates of the Receiving Party.
- (ddd) "Refresher Training" has the meaning provided in Section 7(c).
- (eee) "Renewal Fee" means the sum of the fee amounts listed in Addendum B for (i) Renewal Fee for Extended Term Year One, (ii) Renewal Fee for Extended Term Year Two, and (iii) Renewal Fee for Extended Term Year Three.
- (fff) "Service Level Agreement" means the agreement set forth in Addendum C.
- (ggg) "Statement of Work" means the expectations, if any, provided in Addendum D.
- (hhh) "Subsequent Installation Notice" has the meaning provided in Section 9(c)(iii).
- (iii) "System Administrator" means any person authorized by the Customer to serve as the primary point of contact for systems administration between the Customer and GUARDIAN RFID as specified in Section 14(c).
- (jjj) "Term" means the period beginning on the Effective Date and ending on the earliest to occur of (i) the expiration of the Initial Term plus the Extended Term pursuant to Sections 18(a) and 18(b), or (ii) a termination of this Agreement pursuant to Sections 18(b), 18(c), or 18(d).
- (kkk) "Testing Period" has the meaning provided in Section 9(c)(i).
- (lll) "Third-Party Software" means any software to be supplied by GUARDIAN RFID under this Agreement that is purchased or licensed from any source external to GUARDIAN RFID for use with or integration into the GUARDIAN RFID System. Third-Party Software specifically does not include the Customer's Third-Party Software.
- (mmm) "Update" means any revision, enhancement, update, correction, security device, limiting device, or other modification of the GUARDIAN RFID Software (other than an Upgrade) that GUARDIAN RFID releases or provides after the Effective Date. Such term specifically excludes Upgrades.
- (nnn) "Upgrade" means any commercially released version of the GUARDIAN RFID Software that GUARDIAN RFID releases after the Effective Date which adds new or changed functionalities or features to the GUARDIAN RFID Software or allows the GUARDIAN RFID Software to be compatible with another operating system, and new or enhanced products, modules, components, or applications offered by GUARDIAN RFID subsequent to the Effective Date that have a functionality similar to the GUARDIAN RFID Software.

2. LICENSE OF GUARDIAN RFID SOFTWARE MATERIALS

- (a) License Grant. GUARDIAN RFID hereby grants to the Customer a limited, non-exclusive, terminable, non-transferable license to the GUARDIAN RFID Software Materials, including any Additional Modules selected as indicated in Addendum A and any Updates provided pursuant to Section 8(a), allowing the Customer and its Authorized Customer Personnel to use solely for the



Customer's own business purposes as part of the GUARDIAN RFID System during the Term of this Agreement, in the license amounts set forth in the "Quantity" column of the quote provided in Addendum A. The type of license granted—agency or per device—is described in the "Product" column of the quote provided in Addendum A. Agency licenses grant access to an unlimited number of Authorized Customer Personnel. Per device licenses grant one license per corresponding device purchased. The license granted does not grant the Customer the right to use the GUARDIAN RFID Software Materials except as set forth in this Agreement and does not grant to the Customer any ownership, title, or interest in the GUARDIAN RFID Software Materials, other than as specifically set forth in this Agreement.

- (b) Copies. The Customer may reproduce as many copies of the Documentation as the Customer reasonably deems appropriate to support its use of the GUARDIAN RFID System. The Customer must reproduce all confidentiality, proprietary, copyright, and similar notices and disclaimers on any copies made pursuant to this Section.
- (c) Restrictions on Usage. The Customer will not decompile, or create by reverse engineering or otherwise, the source codes from the object code for the GUARDIAN RFID Software provided under this Agreement, adapt the GUARDIAN RFID Software in any way, or use it to create a derivative work. GUARDIAN RFID will not be responsible in any way for performance of the GUARDIAN RFID Software if the GUARDIAN RFID has been modified, except as modified by GUARDIAN RFID.

3. SALE AND LEASE OF HARDWARE

- (a) Sale of Hardware. Subject to the terms of this Agreement, GUARDIAN RFID will sell, assign, convey, transfer, and deliver to the Customer, and the Customer will purchase, receive, and accept from GUARDIAN RFID, all right, title, and interest in and to the Hardware (other than Leased Hardware).
- (b) Lease of Hardware. Subject to the terms of this Agreement, during the Term GUARDIAN RFID will lease to the Customer, and the Customer will lease from GUARDIAN RFID, the Leased Hardware. If this Agreement is extended for the Extended Term pursuant to Section 18(a), then at the beginning of the Extended Term GUARDIAN RFID will replace the Leased Hardware that was leased at the beginning of the Term with new Leased Hardware.

4. USE OF THIRD-PARTY SOFTWARE

- (a) Third-Party Software. Subject to the terms of this Agreement, GUARDIAN RFID will install or otherwise allow the Customer to use the Third-Party Software as part of the GUARDIAN RFID System. The Customer's use of the Third-Party Software is subject to any terms and conditions set forth by the owner of the Third-Party Software.
- (b) Restrictions on Usage. The Customer will not decompile, or create by reverse engineering or otherwise, the source codes from the object code for any Third-Party Software provided under this Agreement, adapt the Third-Party Software in any way, or use it to create a derivative work.

5. GUARDIAN RFID ONDEMAND

- (a) Grant of Access. GUARDIAN RFID hereby grants to the Customer a limited, non-exclusive, terminable, non-transferable license to access and use GUARDIAN RFID OnDemand, including in connection with any Additional Modules selected as indicated in Addendum A, solely for the Customer's own business purposes as part of the GUARDIAN RFID System during the Term of this Agreement. The license granted does not grant the Customer the right to use GUARDIAN RFID OnDemand except as set forth in this Agreement and does not grant to the Customer any



ownership, title, or interest in GUARDIAN RFID OnDemand, other than as specifically set forth in this Agreement. GUARDIAN RFID OnDemand will interact with the Customer's existing jail management system to automatically share inmate demographic and housing assignment data. The Customer is being granted access to GUARDIAN RFID OnDemand for an unlimited number of Authorized Customer Personnel. The System Administrator will be responsible for providing and removing access to GUARDIAN RFID OnDemand for Authorized Customer Personnel.

(b) Restrictions on Usage.

- (i) GUARDIAN RFID reserves the right, in its sole discretion, to limit the Customer's and any Authorized Customer Personnel's use of GUARDIAN RFID OnDemand if GUARDIAN RFID determines that the Customer's or any Authorized Customer Personnel's use is inconsistent with this Agreement.
- (ii) The Customer and any Authorized Customer Personnel may not use GUARDIAN RFID OnDemand for any purpose that is unlawful or that is prohibited by the terms of this Agreement. The Customer and any Authorized Customer Personnel may not attempt to gain unauthorized access to any part of GUARDIAN RFID OnDemand, other accounts, computer systems, or networks connected to any part of GUARDIAN RFID OnDemand through hacking, password mining, or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally made available through GUARDIAN RFID OnDemand.
- (iii) The Customer will not (A) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate GUARDIAN RFID OnDemand; (B) disassemble, decompile, or reverse engineer the software used to provide GUARDIAN RFID OnDemand, or copy or catalog any materials or information made available through GUARDIAN RFID OnDemand other than as permitted under this Agreement; or (C) take any actions, whether intentional or unintentional, that may circumvent, disable, damage, or impair GUARDIAN RFID OnDemand's control or security systems, or allow or assist a third party to do so.
- (iv) The Customer will not, and will not allow any party other than GUARDIAN RFID to, perform "write" operations directly to or on the GUARDIAN RFID OnDemand server or database, such as by using an open database connectivity driver, without the prior written consent of GUARDIAN RFID.

6. PROJECT MANAGEMENT

- (a) GUARDIAN RFID Project Manager. The GUARDIAN RFID project manager is Courtney Ganley ("GUARDIAN RFID Project Manager"). The GUARDIAN RFID Project Manager works with the Customer as the single point of contact for implementation of the GUARDIAN RFID System.
- (b) GUARDIAN RFID System Configuration. After the Effective Date, the Authorized GUARDIAN RFID Personnel, under the direction of the GUARDIAN RFID Project Manager, will meet with Authorized Customer Personnel chosen by the Customer via online meeting in order to understand the Customer's operational needs and business rules (the "Kick-Off Meeting"). The Authorized Customer Personnel will inform the Authorized GUARDIAN RFID Personnel about the Customer's daily operations. The Authorized GUARDIAN RFID Personnel will use that information to identify how the GUARDIAN RFID System would best be configured to match and enhance the Customer's workflows. The Authorized GUARDIAN RFID Personnel will inform each System Administrator on configuration options, including user-definable tools, establishing and removing users, and setting user privileges. If the Customer desires that the Kick-Off Meeting be



conducted at the Customer's premises, the parties will negotiate in good faith to mutually agree upon a price.

- (c) **Implementation and Status Meetings.** The GUARDIAN RFID Project Manager will develop and manage the implementation schedule and coordinate with the Customer Project Manager to keep the implementation of the GUARDIAN RFID System on track and on schedule. The GUARDIAN RFID Project Manager will conduct status meetings, as needed or as requested by the Customer, to provide the Customer with status reports.

7. TRAINING

- (a) **Pre-Training Meeting.** A pre-training meeting will be completed prior to the Complete End-User Training and Go-Live Support (the "Pre-Training Meeting"). The Pre-Training Meeting attendees should include the Customer Project Manager, each Systems Administrator, any Authorized Customer Personnel chosen by the Customer, the GUARDIAN RFID Project Manager, and Authorized GUARDIAN RFID Personnel chosen by GUARDIAN RFID. Attendees of the Pre-Training Meeting will review the Customer's use of the GUARDIAN RFID System and discuss all policy and procedure considerations. Additionally, Authorized GUARDIAN RFID Personnel will review frequently asked questions about the GUARDIAN RFID System. Information gathered during the Pre-Training Meeting will be used to customize the Complete End-User Training. The Authorized GUARDIAN RFID Personnel will include certified training instructors who will be available to answer questions asked by the Customer relating to the GUARDIAN RFID System.
- (b) **Initial Training.** Over the course of no more than 4 consecutive days, Authorized GUARDIAN RFID Personnel who are certified training instructors (the "GUARDIAN RFID Trainers") will conduct Complete End-User Training and Go-Live Support (the "Initial Training") as follows:
 - (i) **Complete End-User Training.** The GUARDIAN RFID Trainers will provide training to Authorized Customer Personnel that is focused on building proficiency and confidence using the GUARDIAN RFID System (the "Complete End-User Training"), including using the GUARDIAN RFID Software and GUARDIAN RFID OnDemand, logging a wide range of inmate activities, and assembling RFID wristbands. The Complete End-User Training will be conducted over up to 3 of the Initial Training days, with a maximum of two (2) classes per day (for a total of up to 6 classes). Each class will have a duration of approximately four (4) hours.
 - (ii) **Go-Live Support.** For 1 of the Initial Training days, which includes a maximum of eight (8) hours per day, the GUARDIAN RFID Trainers will be on the Customer's premises to provide support to the Authorized Customer Personnel by answering on-the-job questions that arise and reinforcing skills covered during the Complete End-User Training (the "Go-Live Support").
- (c) **Refresher Training.** After the Go-Live Date, live online classes to introduce additional Authorized Customer Personnel to the GUARDIAN RFID System or refresh existing Authorized Customer Personnel on best practices in using the GUARDIAN RFID System (the "Refresher Training") are available at no additional charge. If the Customer wants Refresher Training to be conducted at the Customer's premises, the Customer may purchase on-premises Refresher Training at the then-current list pricing.

8. MAINTENANCE, SUPPORT, AND SERVICE LEVELS

- (a) **GUARDIAN RFID Software Updates.** GUARDIAN RFID will make available to the Customer all Updates. Those Updates will be provided at no additional charge to the Customer, remain the property of GUARDIAN RFID, and will be licensed to the Customer as part of the GUARDIAN RFID Software under this Agreement. Updates will be provided on an as-available basis and,

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subject to Section 14(i), will be installed remotely by GUARDIAN RFID at a time chosen by GUARDIAN RFID, provided that GUARDIAN RFID has communicated that time via email or telephone call to an appropriate Customer contact at least twenty-four (24) hours prior to such Update installation date. The obligation of GUARDIAN RFID to provide Updates pursuant to this Section shall not extend to Upgrades, which the Customer may purchase by executing an amendment to this Agreement pursuant to Section 22(b).

- (b) GUARDIAN RFID OnDemand Hosting and Maintenance. GUARDIAN RFID will maintain the servers necessary to host GUARDIAN RFID OnDemand, allow the GUARDIAN RFID Software to interact with GUARDIAN RFID OnDemand, and store data under this Agreement.
- (c) Telephone and Email Support. GUARDIAN RFID will provide telephone and email support, available Monday-Friday during the hours of 8 a.m. to 5 p.m. Central time, excluding federal holidays, for the GUARDIAN RFID Software licensed under this Agreement and GUARDIAN RFID OnDemand and will maintain a support center database to track any reported issues. For weekends and federal holidays, GUARDIAN RFID will provide a contact number in the event of an emergency. Provided that Updates to the GUARDIAN RFID Software have been made available to the Customer, no support will be provided for any earlier version of GUARDIAN RFID Software if more than thirty (30) days have elapsed since GUARDIAN RFID provided the Customer with an end of life notice for that earlier version of the GUARDIAN RFID Software. In addition, the technical support for GUARDIAN RFID OnDemand does not include support for the Customer's jail management system unrelated to GUARDIAN RFID OnDemand, such as any of the Customer's Third-Party Software. The telephone and email support provided under this Section does not include custom programming services or training.
- (d) Service Levels. The expectations for GUARDIAN RFID OnDemand availability, recovery services, and incident response are as set forth in the Service Level Agreement in Addendum C.
- (e) Maintenance, Repair, and Replacement of Leased Hardware.
 - (i) Maintenance, Repair, and Replacement. GUARDIAN RFID will provide required maintenance and, if necessary, repair or replace any Leased Hardware at no additional charge to the Customer. GUARDIAN RFID will be solely responsible for processing and managing all requests for maintenance, repair, or replacement of Leased Hardware during the Term of this Agreement. The Customer will contact GUARDIAN RFID in accordance with Section 8(c) for all issues related to the Leased Hardware. After receiving a request related to Leased Hardware, GUARDIAN RFID will provide instructions to the Customer to follow for facilitating maintenance or, if necessary, a repair or replacement. Maintenance, repairs, and replacements of Leased Hardware may take up to twenty (20) business days from the date of the request is received by GUARDIAN RFID until the product is returned to the Customer.
 - (ii) Maximum Number of Replacements. During the Initial Term, each Leased Hardware item is subject to a maximum number of replacements (the "Initial Term Replacement Period"). If the Agreement renews for an Extended Term, the maximum number of replacements for any new Leased Hardware items provided in connection with such Extended Term will apply during the three-year period starting on the first day after the end of the Initial Term (the "Extended Term Replacement Period"). The maximum number of replacements for each Leased Hardware item during its respective warranty period will be as set forth in the quote provided in Addendum A.
 - (iii) Exclusions. GUARDIAN RFID's maintenance, repair and replacement obligations do not apply to, and the Customer will be responsible for any expenses for, repair, replacement or maintenance of Leased Hardware that are necessitated by any one or a combination of the following:



- (A) damage resulting from misuse, abuse, fire, liquid contact, or alterations by the Customer or any Customer Personnel; or
- (B) corrective work necessitated by repairs made by anyone other than a GUARDIAN RFID authorized service technician or without GUARDIAN RFID's prior written consent.
- (iv) Costs and Shipping and Handling. All costs associated with maintaining, repairing, or replacing the Leased Devices will be assumed by GUARDIAN RFID, except that shipping and handling fees will be paid by the Customer.
- (f) Duration. GUARDIAN RFID will provide the support, repair, and replacements described in this Section 8 until this Agreement expires or is terminated.

9. DELIVERY AND ACCEPTANCE

- (a) Delivery of Software to the Customer. GUARDIAN RFID will deliver the GUARDIAN RFID Software Materials to the Customer, either physically or electronically, and install them for the Customer at a mutually agreeable time in the project timeline. In addition, GUARDIAN RFID will install any Third-Party Software on the Hardware for use as part of the GUARDIAN RFID System at a mutually agreeable time in the project timeline.
- (b) Delivery of Hardware to the Customer. GUARDIAN RFID will ship the Hardware to the Customer's facility at a mutually agreeable time in the project timeline. Any Hardware shipped will be via commercial carrier chosen by GUARDIAN RFID FOB destination, with the price included in the "Total Price" column of the quote provided in Addendum A.
- (c) GUARDIAN RFID System Acceptance.
 - (i) After GUARDIAN RFID provides notice to the Customer that the GUARDIAN RFID System has been successfully installed, which may be conveyed via email (the "Installation Notice"), the Customer will have thirty (30) days to test the GUARDIAN RFID System (the "Testing Period") to determine whether the GUARDIAN RFID Software operates in accordance with the Documentation (including the expectations, if any, set forth in the Statement of Work provided in Addendum D), that GUARDIAN RFID OnDemand is accessible and that all Hardware has been delivered (the "Acceptance Criteria").
 - (ii) If, in the Customer's reasonable determination, the GUARDIAN RFID System does not satisfy the Acceptance Criteria, the Customer will give notice to GUARDIAN RFID, which may be conveyed via email, prior to the end of the Testing Period specifying with reasonable particularity the reason the GUARDIAN RFID System does not satisfy the Acceptance Criteria (a "Correction Notice").
 - (iii) GUARDIAN RFID will use reasonable efforts to correct any items specified in a Correction Notice and will provide notice to the Customer, which may be conveyed via email, when the Correction Notice has been addressed in a way that satisfies the Acceptance Criteria (a "Subsequent Installation Notice"). The Customer will have ten (10) days to test the GUARDIAN RFID System to determine whether it meets the Acceptance Criteria (a "Correction Testing Period"). If, in the Customer's reasonable determination, the GUARDIAN RFID System still does not satisfy the Acceptance Criteria, the Customer will provide another Correction Notice to GUARDIAN RFID, which may be conveyed via email, prior to the end of the Correction Testing Period. GUARDIAN RFID will continue to use reasonable efforts to correct any items specified in any Correction Notice and send Subsequent Installation Notices to the Customer, which may be conveyed via email, until the GUARDIAN RFID System meets the Acceptance Criteria, which will be deemed to occur when a Correction



Testing Period expires without receipt of a Correction Notice from the Customer. If, in the Customer's reasonable determination, the GUARDIAN RFID System does not satisfy the Acceptance Criteria within sixty (60) days of the first Correction Notice, then the Customer may, with notice to GUARDIAN RFID, deem the first Correction Notice to be a Notice of Non-Conformity which cannot be corrected for purposes of Section 13(a)(ii).

10. FEES AND PAYMENT TERMS

- (a) **Fees.** The Customer will pay GUARDIAN RFID the fees in the amounts specified in Addendum B.
- (b) **Payment Terms.** GUARDIAN RFID will invoice the Customer for amounts due under this Agreement after the occurrence of the applicable events specified in Addendum B and after the occurrence of any other events specified in this Agreement which require a payment from Customer to GUARDIAN RFID. The Customer will pay any invoice received from GUARDIAN RFID within thirty (30) days after the date of that invoice. If the Customer fails to pay an amount due within thirty (30) days after the applicable invoice date, the Customer will pay late charges of one and one half percent (1.5%) or the highest amount allowed by law, whichever is lower, per month on such balance, together with all of GUARDIAN RFID's expenses, collection costs, and reasonable attorneys' fees incurred in collecting amounts due under this Agreement.
- (c) **Taxes.** Unless the Customer and/or the transaction is exempt from the following taxes as a governmental entity, the Customer will pay or reimburse GUARDIAN RFID for sales and use taxes, where applicable, and any other governmental charges levied, imposed, or assessed on the use of the GUARDIAN RFID System or on this Agreement, excluding, however, ordinary personal property taxes assessed against or payable by GUARDIAN RFID, taxes based upon GUARDIAN RFID's net income, and GUARDIAN RFID's corporate franchise taxes. GUARDIAN RFID will furnish to the Customer invoices showing separately itemized amounts due under this Section.
- (d) **Additional Purchases.** From time to time, additional Hardware (e.g., wristbands, RFID wall readers, GUARDIAN RFID Mobile Devices, GUARDIAN RFID Mobile Device Accessories, etc.) may need to be purchased or leased by the Customer in order to continue using the GUARDIAN RFID System. In addition, the Customer may choose to purchase Additional Modules. The purchases of some Hardware (e.g., GUARDIAN RFID Mobile Devices, etc.) and Additional Modules and the lease of additional Leased Hardware may require the purchase of additional licenses for GUARDIAN RFID Software and Third-Party Software. In the event of additional purchases of Hardware, Additional Modules, and any corresponding licenses and additional leases of Leased Hardware, the Customer shall acquire such additional Hardware, Additional Modules, Leased Hardware, and licenses directly from GUARDIAN RFID, and GUARDIAN RFID will invoice the Customer for amounts due for such additional Hardware, Additional Modules, Leased Hardware, and corresponding licenses. The Customer will be responsible for paying amounts related to the purchases of additional Hardware, Additional Modules and corresponding licenses, and additional leases of Leased Hardware, in accordance with the provisions of Section 10 of this Agreement. The additional purchases and leases will be governed by the provisions of this Agreement and may also cause an increase in the Renewal Fee provided in Addendum B. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases and leases, which will automatically amend and replace Addendum B.
- (e) **Change in Configuration of the Customer's Third-Party Software or the Customer's Third-Party Hardware.** In the event that the Customer chooses to change the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware as such configuration existed as of the Effective Date (including, but not limited to, adding, removing, or modifying any Customer's Third-Party Software or Customer's Third-Party Hardware), and such changed



configuration requires modifications to the GUARDIAN RFID System for the GUARDIAN RFID System to function with the changed configuration, the Customer will pay GUARDIAN RFID to perform the work needed to enable the GUARDIAN RFID System to function with the changed configuration. The amount paid by the Customer to GUARDIAN RFID will be as reasonably agreed to by the parties in writing prior to the Customer changing the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware.

11. INTELLECTUAL PROPERTY RIGHTS

(a) GUARDIAN RFID Intellectual Property.

- (i) Except for the rights expressly granted to the Customer under this Agreement, GUARDIAN RFID will retain all right, title, and interest in and to the GUARDIAN RFID Software Materials and GUARDIAN RFID OnDemand, including all worldwide technology and intellectual property and proprietary rights.
- (ii) With the exception of the Hardware purchased pursuant to this Agreement, GUARDIAN RFID retains title to any other deliverables under this Agreement, including, but not limited to, all copies and audiovisual aspects of the deliverables and all rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the deliverables.
- (iii) Any and all trademarks and trade names which GUARDIAN RFID uses in connection with this Agreement are and shall remain the exclusive property of GUARDIAN RFID. Nothing in this Agreement will be deemed to give the Customer any right, title, or interest in any trademark or trade name of GUARDIAN RFID.
- (iv) All right, title, and interest in all derivative works, enhancements, and other improvements to the GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, and other GUARDIAN RFID intellectual property and all processes relating thereto, whether or not patentable, and any patent applications or patents based thereon, made or conceived during, and a result of, this Agreement shall be owned solely by GUARDIAN RFID. For the avoidance of doubt, GUARDIAN RFID will have all right, title, and interest in any modifications made to the GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, and other GUARDIAN RFID intellectual property to allow GUARDIAN RFID intellectual property to function with Customer's intellectual property and Customer's Third-Party Software. The Customer will, at GUARDIAN RFID's request, cooperate with and assist GUARDIAN RFID in obtaining intellectual property for any derivative works, enhancements, or other improvements covered by this paragraph.
- (v) GUARDIAN RFID expressly reserves any rights not expressly granted to the Customer by this Agreement.
- (vi) The Customer shall not remove, efface, or obscure any confidentiality, proprietary, copyright, or similar notices or disclaimers from any GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, or any materials provided under this Agreement.

(b) GUARDIAN RFID Information. GUARDIAN RFID retains ownership of all GUARDIAN RFID Information.

(c) Customer Information. The Customer retains ownership of all Customer Information.

(d) Inmate Data. The Customer owns any inmate management, monitoring, and tracking data collected as part of the GUARDIAN RFID System ("Inmate Data"). Prior to the expiration or termination of this Agreement, the Customer may access the Inmate Data by either running a



report on GUARDIAN RFID OnDemand and exporting the Inmate Data, or requesting that GUARDIAN RFID run a report, at no additional expense to the Customer, and send the Customer the Inmate Data. Unless otherwise directed by the Customer, GUARDIAN RFID will maintain a copy of the Inmate Data for up to one (1) year after expiration or termination of this Agreement. Upon request of the Customer made within one (1) year after the expiration or termination of this Agreement, GUARDIAN RFID will run a report and send the Customer the Inmate Data in spreadsheet form.

12. REPRESENTATIONS OF GUARDIAN RFID

- (a) No Infringement. GUARDIAN RFID represents to the Customer that:
- (i) GUARDIAN RFID owns or otherwise has rights in the GUARDIAN RFID Software Materials and has the full legal right to license the GUARDIAN RFID Software Materials in accordance with this Agreement; and
 - (ii) GUARDIAN RFID has no actual knowledge that the GUARDIAN RFID Software Materials infringe or misappropriate any patent, trademark, copyright, or any trade secret or proprietary right of any person or entity.
- (b) Condition of Purchased Hardware. GUARDIAN RFID represents to the Customer that, at the time of delivery, the Hardware purchased by the Customer pursuant to this Agreement will be new and unused and that the Customer will acquire good and clear title to such Hardware, free and clear of all liens and encumbrances.
- (c) Condition of Leased Hardware. GUARDIAN RFID represents to the Customer that, at the time of delivery, the Leased Hardware will be new and unused and that GUARDIAN RFID has the right to lease the Leased Hardware to the Customer on the terms set forth in this Agreement.

13. WARRANTIES

- (a) GUARDIAN RFID Software.
- (i) GUARDIAN RFID warrants to the Customer that, during the Term of this Agreement, the GUARDIAN RFID Software will operate in accordance with and otherwise conform to the Documentation, provided that (A) no party other than Authorized GUARDIAN RFID Personnel has altered any portion of the GUARDIAN RFID Software, (B) the GUARDIAN RFID Software is operated on the Hardware, and (C) the Customer has met its obligations under Section 14.
 - (ii) In the event of a claim by the Customer under this GUARDIAN RFID Software warranty, which claim should be made by notice to GUARDIAN RFID specifying with reasonable particularity the claimed non-conformity (a "Notice of Non-Conformity"), GUARDIAN RFID will use reasonable efforts to correct the non-conformity. If within sixty (60) days after receipt of the Notice of Non-Conformity from the Customer, GUARDIAN RFID shall not have either corrected the non-conformity or, in the case of a non-conformity which cannot be corrected in sixty (60) days, begun in good faith to correct the non-conformity, then the Customer's sole remedy under this warranty is to terminate the Agreement in accordance with the provisions of Section 18(d), in which case the Notice of Non-Conformity sent by the Customer pursuant to this Section will be deemed to be the notice required by Section 18(d). If the non-conformity which cannot be corrected occurs prior to the time the GUARDIAN RFID System meets the Acceptance Criteria pursuant to Section 9(c) and the Customer terminates the Agreement pursuant to Section 18(d), then the Customer will receive from GUARDIAN RFID a refund of all fees paid under the Agreement, in which case the Customer must return to GUARDIAN RFID the GUARDIAN RFID Software Materials licenses, Hardware, Leased



Hardware, licenses to use and access GUARDIAN RFID OnDemand and other products purchased from GUARDIAN RFID. In no other circumstances will GUARDIAN RFID be obligated to provide a refund of fees paid under the Agreement or be obligated to accept the return of Hardware or other products purchased from GUARDIAN RFID.

- (b) **Hardware.** GUARDIAN RFID will be solely responsible for processing and managing all Hardware warranty claims during the Term of this Agreement. All coverage periods for purchased Hardware begin on the latest to occur of (1) the Go-Live Date or (2) the date the Hardware is purchased, and ends on the earliest to occur of (1) the end of the warranty period provided in this Section applicable to such Hardware or (2) the date this Agreement expires or is terminated. The Customer will contact GUARDIAN RFID in accordance with Section 8(c) for all Hardware-related issues. After receiving a Hardware-related warranty request, GUARDIAN RFID will provide instructions to the Customer to follow for facilitating a repair or replacement. Repairs and replacements may take up to twenty (20) business days from the date of the request is received by GUARDIAN RFID until the product is returned to the Customer. The Leased Hardware is not subject to a Hardware warranty, and instead will be maintained, repaired, or replaced by GUARDIAN RFID in accordance with Section 8(e). Unless a specific item of Hardware is explicitly listed as being covered by a warranty in this Section 13(b), it will not be covered by any warranty except that such Hardware will be replaced if it is defective upon arrival. The Hardware warranties for Hardware purchased by the Customer from GUARDIAN RFID under this Agreement are as follows:
- (i) **Three-Year Warranty.** GUARDIAN RFID provides a complimentary, standard three-year premium care warranty that includes accident protection coverage for certain purchased Hardware. If that Hardware malfunctions or breaks, GUARDIAN RFID will cover the cost to repair or replace that Hardware during that three-year warranty period. The Hardware that is covered by this three-year warranty has "Three-Year" in the "Warranty" column of the quote provided in Addendum A.
 - (ii) **One-Year Warranty.** GUARDIAN RFID provides a complimentary, standard one-year warranty for certain purchased Hardware. If that Hardware malfunctions or breaks, GUARDIAN RFID will cover the cost to repair or replace that Hardware during that one-year warranty period. The Hardware that is covered by this one-year warranty has "One-Year" in the "Warranty" column of the quote provided in Addendum A.
 - (iii) **Useful Life Warranty.** GUARDIAN RFID provides a complimentary useful life warranty for certain purchased Hardware. If that Hardware malfunctions or breaks, GUARDIAN RFID will cover the cost to repair or replace that Hardware during the useful life of that Hardware. If the Hardware that is subject to the useful life warranty is no longer being manufactured, GUARDIAN RFID will replace it with a substantially similar product. The Hardware that is covered by this useful life warranty has "Useful Life" in the "Warranty" column of the quote provided in Addendum A.
 - (iv) **Maximum Number of Replacements.** During the warranty periods set forth in this Section 13(b), each Hardware item is subject to a maximum number of replacements. The maximum number of replacements for each Hardware item during its respective warranty period will be as set forth in the quote provided in Addendum A.
 - (v) **Costs and Shipping and Handling.** All costs associated with repairing or replacing Hardware covered by this Hardware warranty will be assumed by GUARDIAN RFID, except that shipping and handling fees will be paid by the Customer.
 - (vi) **Exclusions.** The Hardware warranty does not cover repairs or replacements that are necessitated by any one or a combination of the following:



- (A) damage resulting from misuse, abuse, fire, liquid contact, or alterations by the Customer or any Customer Personnel; or
- (B) corrective work necessitated by repairs made by anyone other than a GUARDIAN RFID authorized service technician or without GUARDIAN RFID's prior written consent.
- (vii) Manufacturer Warranties. For any other Hardware not listed above, all Hardware warranties provided by the manufacturer, if any, will be passed through to the Customer.
- (c) DISCLAIMER OF OTHER WARRANTIES. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, GUARDIAN RFID DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, PARTICULARLY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, GUARDIAN RFID DOES NOT GUARANTEE THAT THE GUARDIAN RFID SYSTEM WILL BE ACCESSIBLE ERROR-FREE OR UNINTERRUPTED. THE CUSTOMER ACKNOWLEDGES THAT GUARDIAN RFID DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT ACCESS TO THE GUARDIAN RFID SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. GUARDIAN RFID IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

14. CUSTOMER OBLIGATIONS

- (a) Access to Premises and Authorized Customer Personnel. The Customer will provide Authorized GUARDIAN RFID Personnel with reasonable and timely access to the Customer's premises and Authorized Customer Personnel necessary for GUARDIAN RFID to perform its obligations under this Agreement.
- (b) Customer Project Manager. The Customer will name one primary Customer project manager, who will be the main point of contact between the Customer and GUARDIAN RFID with respect to project management ("Customer Project Manager"). The Customer Project Manager will be responsible for managing and coordinating the Customer's resources to complete assigned project tasks and activities. The Customer Project Manager will also be responsible for designating persons responsible for specific roles as needed, such as System Administrator, and ensuring that tasks assigned to these individuals are completed. The Customer Project Manager will also be responsible for signoffs of various project documents and will have the authority to speak for the Customer from a project perspective.
- (c) System Administrator. The Customer will name one or more primary system administrators to serve as a main point(s) of contact between the Customer and GUARDIAN RFID with respect to system administration (each, a "System Administrator"). At least one (1) System Administrator must be available at all times. The Customer will ensure that the System Administrators possess the appropriate technology and public safety knowledge and skills to perform this role sufficiently.
- (d) Hardware Installation. The Customer will be responsible for installing and maintaining all hardware not specified under this Agreement to be installed or maintained by GUARDIAN RFID.
- (e) Customer's Third-Party Software and Customer's Third-Party Hardware. The Customer will be solely responsible for obtaining, installing, maintaining, supporting, and updating the Customer's Third-Party Software and the Customer's Third-Party Hardware. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Agreement for obtaining, installing,



maintaining, supporting, or updating the Customer's Third-Party Software or the Customer's Third-Party Hardware.

- (f) Flow of Information. The Customer will be responsible for the accuracy and continuous flow of any information required from Customer's Third-Party Software and the Customer's Third-Party Hardware to the GUARDIAN RFID System that is required for the GUARDIAN RFID System to properly function.
- (g) Facility Preparation. The Customer will be responsible for performing any actions not specifically delegated to GUARDIAN RFID under this Agreement that are required to prepare the facility for installation of the GUARDIAN RFID System, including, but not limited to, providing appropriate uninterrupted power, air conditioning, sufficient space, electrical drops, network and physical security, network equipment (including Wi-Fi), network drops, and other similar items.
- (h) System Configuration. The Customer will make appropriate subject matter experts available to perform GUARDIAN RFID System configuration tasks as assigned.
- (i) System Updates. The Customer will work in good faith to allow GUARDIAN RFID to timely install Updates as requested by GUARDIAN RFID.
- (j) Other Server Maintenance. Other than as provided in Section 8(b), the Customer is responsible for all general maintenance of the Customer's servers, including data backups, operating system updates, virus protection, database software updates, and other general performance of the Customer's servers.
- (k) Warranty Requests. The Customer will submit all Hardware warranty claims to GUARDIAN RFID for processing and managing, and promptly respond to any requests from GUARDIAN RFID for information or cooperation related to those warranty claims.
- (l) Third-Party Costs. The Customer will be solely responsible for any third-party costs related to the implementation of the GUARDIAN RFID System. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Agreement for any third-party costs related to the implementation of the GUARDIAN RFID System, including, but not limited to, any third-party costs associated with the implementation of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware. In addition, where the Customer chooses to change the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware as such configuration existed as of the Effective Date (including, but not limited to, adding, removing, or modifying any of the Customer's Third-Party Software or the Customer's Third-Party Hardware), and such changed configuration requires modifications to the GUARDIAN RFID System for the GUARDIAN RFID System to function with the changed configuration, the Customer will be responsible for paying amounts related to those changes in accordance with the provisions of Section 10(e) of this Agreement.
- (m) Proper Use of GUARDIAN RFID System. Each of the Authorized Customer Personnel must learn proper use of the GUARDIAN RFID System through one or a combination of the following: (1) attending one of the Customer End-User Training Classes, (2) attending a Refresher Training, or (3) receiving instruction on proper use of the GUARDIAN RFID System by another of the Authorized Customer Personnel who is familiar with the proper use of the GUARDIAN RFID System. The Customer acknowledges that the GUARDIAN RFID System is designed to deliver a wide range of inmate management, monitoring, and tracking solutions, but that the GUARDIAN RFID System relies on the Authorized Customer Personnel accurately and appropriately logging events and on the Customer fulfilling the obligations of this Section 14. The failure by the Customer or the Authorized Customer Personnel to properly use the GUARDIAN RFID System or



fulfill the obligations of this Section 14 may prevent records logged using the GUARDIAN RFID System from being accurate.

- (n) **Service Levels.** The Customer is responsible for meetings its obligations set forth in the Service Level Agreement in Addendum C.
- (o) **Usage Seal.** The Customer may display the Defended by GUARDIAN RFID™ Seal on the Customer's website and link the Defended by GUARDIAN RFID™ Seal to the GUARDIAN RFID website (<https://www.guardianrfid.com>). For avoidance of doubt, the "Defended by GUARDIAN RFID™ Seal" is as follows, a digital copy of which can be obtained from the GUARDIAN RFID Project Manager:



In addition, the Customer may, but is not required, to include some or all of the following additional information about GUARDIAN RFID on the Customer's website or through such other means as the Customer reasonably determines will effectively inform the public of such information:

[Insert Customer's Proper Name] uses GUARDIAN RFID to manage, monitor, and track inmates in-custody. Radio frequency identification (RFID) technology is used to support staff and inmate compliance and optimizes our data collection and reporting responsibilities as mandated by state and national corrections standards.

Inmates are required to wear non-implantable devices at all times. Any incident of non-compliance will not be tolerated, and an inmate will be subject to fines and disciplinary action, including prosecution.

All systems and devices using RFID technology are designed, tested, and manufactured to comply with Federal Communications Commission (FCC) regulations. RF energy levels generated are similar to those found in consumer electronics. Inmate-worn devices are hypoallergenic.

RF-based inmate identification is the exclusive property of [Insert Customer's Proper Name].

15. CONFIDENTIALITY

- (a) **Use and Handling of Confidential or Proprietary Information.** The Receiving Party shall keep the Confidential or Proprietary Information confidential, shall use such information solely for performing its obligations under this Agreement, and shall not disclose to any persons or entities any of the Confidential or Proprietary Information without the prior written consent of the applicable Disclosing Party. The Receiving Party shall make the Confidential or Proprietary Information available only to Receiving Party Personnel who have a demonstrable need for such information, provided that the Receiving Party has informed all such Receiving Party Personnel of the Receiving Party's obligations under this Agreement and such Receiving Party Personnel have agreed in writing to be bound by the terms of this Agreement, either by means of an agreement directly with the Disclosing Party or pursuant to an agreement with the Receiving Party which restricts the use of the Confidential or Proprietary Information received as Receiving Party Personnel. In accepting any Confidential or Proprietary Information disclosed to the Receiving Party under this Agreement, the Receiving Party agrees to preserve the confidentiality of such

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information with at least the same degree of care as that taken by the Receiving Party to preserve and protect its own Confidential or Proprietary Information, in no case less than a reasonable degree of care. The Receiving Party agrees to maintain adequate safeguards and procedures to prevent the theft, loss, or dissemination of any of the Confidential or Proprietary Information, and, in the event of any such theft, loss, or dissemination, shall notify the Disclosing Party immediately.

- (b) Exceptions to Confidential Treatment. The Receiving Party shall not be obligated to maintain any information in confidence or refrain from use if:
- (i) the information was lawfully in the Receiving Party's possession or was known to it prior to its disclosure from the Disclosing Party as evidenced by written records;
 - (ii) the information is, at the time of disclosure, or thereafter becomes public knowledge without the fault of the Receiving Party (provided, however, that the act of copyrighting, patenting, or otherwise publishing or aiding in publication by the Disclosing Party shall not cause or be construed as causing the copyrighted materials or patented technologies to be in the public domain);
 - (iii) the information is or becomes rightfully available on an unrestricted basis to the Receiving Party from a source other than the Disclosing Party which did not acquire the same under an obligation of confidentiality to the Disclosing Party;
 - (iv) the information becomes available on an unrestricted basis to a third party from the Disclosing Party or from someone acting under its control;
 - (v) disclosure is required by subpoena or pursuant to a demand by any governmental authority;
or
 - (vi) disclosure is required by open records laws, such as the federal Freedom of Information Act or similar state "sunshine" laws.

Before relying on the exceptions of this Section 15(b), and disclosing any Confidential or Proprietary Information, the Receiving Party shall notify the Disclosing Party in writing of its intent to do so, and give the Disclosing Party a period of fifteen (15) days to object or otherwise take action to protect its rights and interest in such information, provided that if the exception being relied upon is Section 15(b)(vi), then such fifteen (15) day period will be extended to be the maximum amount of time allowed pursuant to the applicable open records law or other applicable law, rule, or regulation pursuant to which the Disclosing Party is seeking to disclose such information.

- (c) Return of Materials. Upon request from the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all copies of Confidential or Proprietary Information received under this Agreement as well as all copies of notes, reports, or other documents or materials that reflect such Confidential or Proprietary Information; provided, however, that if the Disclosing Party requests, the Receiving Party shall immediately destroy all Confidential or Proprietary Information and certify such destruction to the Disclosing Party.
- (d) Confidentiality Remedies. The Receiving Party acknowledges that any breach of the provisions of this Section 15 could result in immediate and irreparable injury to the Disclosing Party for which an award of money damages would be inadequate. The Receiving Party agrees, therefore, that the Disclosing Party shall have the right to seek equitable relief including an injunction to specifically enforce the terms of this Section 15, and to obtain any other legal or equitable remedies that may be available to it. In the event of any breach by the Receiving Party of this



Section 15, the Receiving Party agrees to pay reasonable costs and legal fees incurred by the Disclosing Party in pursuit of any of its rights under this Section 15, in addition to any damages sustained by the Disclosing Party by reason of such breach, provided that the Disclosing Party prevails in the suit, action, or proceeding in which such costs and fees were incurred.

16. LIMITATION OF LIABILITY

IN NO EVENT WILL GUARDIAN RFID'S LIABILITY TO THE CUSTOMER FOR DAMAGES UNDER THIS AGREEMENT, INCLUDING GUARDIAN RFID'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, EXCEED THE AMOUNT OF FEES PAID BY THE CUSTOMER UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THEIR RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT.

17. INDEMNIFICATION

- (a) Indemnification by GUARDIAN RFID. GUARDIAN RFID will defend, indemnify, and hold harmless the Customer and the Authorized Customer Personnel (the "Customer Indemnified Parties"), from and against all reasonable and necessary costs, charges and expenses (including attorneys' fees) arising from any third-party claim, action, suit, or proceeding against any Customer Indemnified Party (a "Customer Indemnified Claim") to the extent the Customer Indemnified Claim is based on: (i) any claim that the GUARDIAN RFID Software infringes a patent, copyright, or other proprietary right or violates a trade secret; and (ii) any gross negligence, willful misconduct, or fraud of GUARDIAN RFID or any Authorized GUARDIAN RFID Personnel.
- (b) Indemnification by the Customer. The Customer will defend, indemnify, and hold harmless GUARDIAN RFID and the Authorized GUARDIAN RFID Personnel ("GUARDIAN RFID Indemnified Parties"), from any and all reasonable and necessary costs, charges, and expenses (including attorneys' fees) which result from any third-party claim, action, suit, or proceeding against any GUARDIAN RFID Indemnified Party (a "GUARDIAN RFID Indemnified Claim") to the extent the GUARDIAN RFID Indemnified Claim is based on: (i) the Customer's use of the GUARDIAN RFID Software or GUARDIAN RFID OnDemand other than as permitted under this Agreement; and (ii) any gross negligence, willful misconduct, or fraud of the Customer or any Authorized Customer Personnel.

18. TERM AND TERMINATION

- (a) Term. The initial term of this Agreement shall begin on the Effective Date and extend to the third anniversary of the Go-Live Date (the "Initial Term"). After the Initial Term, subject to Section 18(b), this Agreement will be automatically renewed for one (1) additional three-year (3-year) period (the "Extended Term").
- (b) Termination for Convenience.
 - (i) Non-Renewal. This Agreement may be terminated for convenience by either party by providing a non-renewal notice to the other party at least sixty (60) days prior to the end of the Initial Term or Extended Term, as applicable. Such termination will be effective as of the end of such Initial Term or Extended Term, as applicable.
 - (ii) Early Termination. This Agreement may be terminated for convenience by the Customer prior to the end of the Initial Term or Extended Term upon sixty (60) days' notice of such early termination to GUARDIAN RFID. Such termination will be effective as of the end of the sixty (60) days' notice period. Any early termination for convenience by the Customer made



pursuant to this Section 18(b)(ii) before either of the Go-Live Date or the first-year anniversary of the Go-Live Date will cause any remaining portions of the Initial Term Fee for Year One that have not already been paid by Customer to be accelerated and become immediately due and payable by Customer to GUARDIAN RFID, regardless of whether the events specified in Addendum B have occurred.

(c) Termination by GUARDIAN RFID for Cause.

- (i) GUARDIAN RFID may terminate this Agreement immediately and discontinue any of its obligations under this Agreement by notice to the Customer if:
 - (A) the Customer ceases to actively conduct its business, files a voluntary petition for bankruptcy or has filed against it an involuntary petition for bankruptcy, makes a general assignment for the benefit of its creditors, or applies for the appointment of a receiver or trustee for substantially all of its property or assets or permits the appointment of any such receiver or trustee;
 - (B) the Customer attempts, without the prior written consent of GUARDIAN RFID, to assign its rights and obligations under this Agreement, in whole or in part, whether by merger, consolidation, assignment, sale of stock, operation of law, or otherwise; or
 - (C) the Customer fails to comply with the terms of the license of GUARDIAN RFID Software Materials provided in Section 2, the terms of the license to access and use GUARDIAN RFID OnDemand provided in Section 5, the provisions regarding GUARDIAN RFID's intellectual property rights in Section 11(a) and 11(b), or the Confidentiality provisions of Section 15.
- (ii) GUARDIAN RFID may terminate this Agreement upon sixty (60) days' notice to the Customer if the Customer breaches its obligation to pay any fee or otherwise materially breaches any provision of this Agreement not otherwise specified in Section 18(c)(i) and fails to cure such breach within such notice period.

(d) Termination by the Customer for Cause. The Customer may terminate this Agreement upon sixty (60) days' notice to GUARDIAN RFID if GUARDIAN RFID materially breaches any provision of this Agreement and fails to cure such breach within such notice period, provided, however, that if such breach cannot be cured within sixty (60) days and GUARDIAN RFID has begun in good faith to cure such breach, then GUARDIAN RFID shall have an additional period of sixty (60) days to cure such breach. This provision shall apply in the event that GUARDIAN RFID is unable to correct a non-conformity pursuant to Section 13(a)(ii) of this Agreement.

(e) Post-Termination Rights and Obligations.

- (i) Upon expiration or termination of this Agreement, the grant of the license of the GUARDIAN RFID Software Materials, the grant of access to GUARDIAN RFID OnDemand, the lease of the Leased Hardware, and all other rights granted to the Customer under this Agreement will immediately terminate and revert to GUARDIAN RFID and the Customer must discontinue all use of the GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, and the Leased Hardware.
- (ii) The following shall survive the expiration or termination of this Agreement:
 - (A) The provisions of Sections 11 ("Intellectual Property Rights"), 15 ("Confidentiality"), 16 ("Limitation of Liability"), 17 ("Indemnification"), and 21 ("Non-Disparagement");



- (B) The provisions of Section 10 ("Fees and Payment Terms"), with respect to fees incurred prior to the expiration or termination of the Agreement and with respect to fees accelerated in connection with such expiration or termination;
- (C) The Customer's obligation to pay any fees incurred prior to the expiration or termination of the Agreement or accelerated in connection with such expiration or termination; and
- (D) In the case of a non-conformity that GUARDIAN RFID is unable to correct pursuant to Section 13(a)(ii): (1) GUARDIAN RFID's obligation to provide a refund to the Customer, and (2) the Customer's obligation to return to GUARDIAN RFID the GUARDIAN RFID Software Materials licenses, Hardware, the Leased Hardware, licenses to use and access GUARDIAN RFID OnDemand, and other products purchased from GUARDIAN RFID.

19. INSURANCE

- (a) Types of Insurance. GUARDIAN RFID will maintain in full force and effect insurance of the following kinds and amounts, and meeting the other requirements set forth in this Section.
 - (i) Commercial General Liability Insurance. Occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence plus an umbrella policy of not less than \$4,000,000, for a total of \$5,000,000 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this Agreement or be no less than two times the occurrence limit.
 - (ii) Occurrence Based Products and Completed Operations Liability Insurance. Products and completed operation liability insurance with a limit not less than \$2,000,000 for each occurrence/\$2,000,000 general aggregate.
 - (iii) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.
 - (iv) Workers' Compensation Insurance. Workers' compensation insurance or equivalent form with limits not less than:
 - (A) Bodily Injury by Accident: \$1,000,000 Each Accident
 - (B) Bodily Injury by Disease: \$1,000,000 Each Employee
 - (C) Bodily Injury by Disease: \$1,000,000 Policy Limit
- (b) Certificates of Insurances. At the Customer's request, GUARDIAN RFID will provide properly executed Certificates of Insurance which will clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on thirty (30) days prior written notice to the Customer.

20. INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood by the Customer and GUARDIAN RFID that GUARDIAN RFID and any Authorized GUARDIAN RFID Personnel will not be construed to be, and are not, employees of the Customer. GUARDIAN RFID will provide services to the Customer as an independent contractor with control over the time, means, and methods for fulfilling its obligations under this Agreement. GUARDIAN RFID further acknowledges that neither it nor any of the Authorized GUARDIAN RFID

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Personnel is entitled to benefits from the Customer such as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment with the Customer.

21. NON-DISPARAGEMENT

During the Term of the Agreement, and for a period of one (1) year after termination or expiration of the Agreement, each party will refrain from any statements or comments (in oral or written form) that could damage, disparage, or cause injury to the other party's reputation.

22. MISCELLANEOUS

- (a) **Entire Agreement.** This Agreement, including its Addenda and documents or other information specifically referenced in this Agreement, constitutes the entire expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In the event of a conflict between the Sections 1 through 22 of the Agreement and any of its Addenda, the language of Sections 1 through 22 of the Agreement will control.
- (b) **Amendments.** The parties may not amend this Agreement except in a writing that each party signs. The terms of such amendment will apply as of the effective date of the amendment unless the amendment specifies otherwise.
- (c) **Change Orders.** Any change orders and out-of-scope work must be agreed to by executing an amendment to this Agreement pursuant to Section 22(b).
- (d) **Waiver.** No provision of this Agreement will be waived except pursuant to a writing executed by the party against which the waiver is sought. No waiver will be applicable other than in the specific instance in which it is given. No failure to exercise, partial exercise of, or delay in exercising any right or remedy or failure to require the satisfaction of any condition under this Agreement will operate as a waiver or estoppel of any right, remedy, or condition.
- (e) **Assignment.** This Agreement will be binding upon, and the benefits and obligations provided for in this Agreement will inure to, the parties and their respective owners, shareholders, members, heirs, legal representatives, successors, and assigns. The Customer may not assign, without the prior written consent of GUARDIAN RFID, which consent will not be unreasonably withheld, the Customer's rights and obligations under this Agreement, in whole or in part, whether by merger, consolidation, assignment, sale of stock, operation of law, or otherwise, and any attempt to do so will be deemed a material breach of this Agreement.
- (f) **Notice.** Except as otherwise provided in this Agreement, each party giving any notice required under this Agreement will do so in writing and will use one of the following methods of delivery:
 - (i) Delivered personally, with the notice effective upon delivery;
 - (ii) U.S.-recognized overnight courier, with the notice effective at the time delivery is shown in the courier's records; or
 - (iii) Postage prepaid by U.S. registered or certified mail, return receipt requested, with the notice effective upon receipt or upon the date that delivery is attempted and refused.



All notices shall be addressed to the parties at the addresses set forth in the recitals of this Agreement, except that either party may designate another notice address in a notice given under this Section.

- (g) **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired.
- (h) **Remedies.** Unless otherwise specified in this Agreement, the rights and remedies of both parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.
- (i) **Construction.** This Agreement will be constructed as if drafted by both parties and will not be strictly construed against either party because of drafting.
- (j) **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- (k) **No Third-Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties to this Agreement.
- (l) **Force Majeure.** Any delay or failure of performance of either party to this Agreement will not constitute a breach of the Agreement or give rise to any claims for damages, if and to the extent that such delay or failure is caused by a Force Majeure Event. If one of the parties intends to invoke this provision, that party will promptly notify the other party of the cause of the delay or failure beyond its reasonable control and will use commercially reasonable efforts to mitigate the resulting delay or failure. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or the Customer's obligation to pay for the GUARDIAN RFID System under this Agreement.
- (m) **Non-Discrimination.** GUARDIAN RFID agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990. GUARDIAN RFID agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or sexual orientation. Any act of discrimination committed by GUARDIAN RFID, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.
- (n) **Export Control.** GUARDIAN RFID agrees that if the U.S. export laws are or become applicable, it will not export any of the Customer's data and/or information received under this Agreement to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless GUARDIAN RFID has obtained prior written consent from the appropriate authority responsible for such matters.
- (o) **Cooperative Purchasing.** GUARDIAN RFID acknowledges that the Customer has a role in developing and encouraging cooperative purchasing efforts among governmental entities. GUARDIAN RFID agrees to use commercially reasonable efforts to assist the Customer in facilitating its cooperative purchasing efforts to the extent such efforts relate to the GUARDIAN RFID System.



- (p) Governing Law. The laws of the State of Minnesota, without regard to Minnesota's choice-of-law principles, govern all matters arising out of or related to this Agreement.



By signing below, GUARDIAN RFID and the Customer each agrees to the terms and conditions of this Agreement and acknowledges the existence of consideration.

GUARDIAN RFID

CUSTOMER

By: Paul Baze
(signature of authorized representative)

Name: Paul Baze
Title: Director of Sales
Date: September 08, 2023

By: _____

(signature of authorized representative)

Name: Charlie Rogers
Title: Chairman, BOCC
Date: 9/18/2023



ADDENDUM A

QUOTE

See quote on following page.

Additional Modules (Check for those Selected):

- Facilities Manager
- Medication Manager
- Digital Video Evidence
- Operational Intelligence
- Academy Unlimited



Account Name Pittsburg County Sheriff's Office (OK) Created Date 9/8/2023
 Quote Number 00008177 Expiration Date 12/31/2023
 Created By Jeff Kovar

Product	Product Family	Quantity	Sales Price	Total Price	Warranty	Max Replacements
GUARDIAN RFID® OnDemand™ Level 02 License (101-250 beds)	Platform	1.00	\$8,995.00	\$8,995.00	N/A	N/A
GUARDIAN RFID® Operational Intelligence™ Level 02 License (101-250 beds)	Software	1.00	\$2,995.00	\$2,995.00	N/A	N/A
GUARDIAN RFID® Medication Manager™ Level 02 License (101-250 beds)	Software	1.00	\$2,995.00	\$2,995.00	N/A	N/A
GUARDIAN RFID® Academy Unlimited™ Level 02 License (101-250 beds)	Software	1.00	\$1,995.00	\$1,995.00	N/A	N/A
GUARDIAN RFID® Mobile Command™ for SPARTAN™	Software	10.00	\$700.00	\$7,000.00	N/A	N/A
GUARDIAN RFID® SPARTAN 3™ - Lease	Hardware	10.00	\$700.00	\$7,000.00	Three-Year	1 per Serial#
GUARDIAN RFID® Hard Tag™	Hardware	63.00	\$20.00	\$1,260.00	Useful Life	Unlimited
GUARDIAN RFID® Hard Tag™ Spacer	Hardware	15.00	\$15.00	\$225.00	Useful Life	Unlimited
GUARDIAN RFID® Wave Wristband/ID/Key Fob Activator	Hardware	2.00	\$325.00	\$650.00	One-Year	1 per year
GUARDIAN RFID® Single Officer ID Card (no hole)	Hardware	60.00	\$3.00	\$180.00	None	N/A
GUARDIAN RFID® Wristband Printer Toner (LX500)	Hardware	2.00	\$70.00	\$140.00	None	N/A
GUARDIAN RFID® Wristband Label Printer (LX500C)w/cutter	Hardware	1.00	\$1,700.00	\$1,700.00	One-Year	N/A
GUARDIAN RFID® Wristband Laminator (4-inch)	Hardware	1.00	\$375.00	\$375.00	One-Year	1 per year
GUARDIAN RFID® Wristband Labels (1600 / roll)	Hardware	1.00	\$60.00	\$60.00	None	N/A
GUARDIAN RFID® Extra-Wide Wristband Fastener Crimper	Hardware	1.00	\$125.00	\$125.00	None	N/A
GUARDIAN RFID® Extra-Wide Wristbands (450 / box) - Metal Fastener - Yellow	Hardware	1.00	\$675.00	\$675.00	None	N/A
GUARDIAN RFID® Extra-Wide Wristbands (450 / box) - Metal Fastener - Green	Hardware	1.00	\$675.00	\$675.00	None	N/A
GUARDIAN RFID® Extra-Wide Wristbands (450 / box) - Metal Fastener - White	Hardware	1.00	\$675.00	\$675.00	None	N/A
GUARDIAN RFID® Extra-Wide Wristbands (450 / box) - Metal Fastener - Red	Hardware	1.00	\$675.00	\$675.00	None	N/A
GUARDIAN RFID® Implementation Fee - Level 02 (101-250 beds)	Professional Service	1.00	\$2,795.00	\$2,795.00	N/A	N/A
GUARDIAN RFID® Onsite Training (Days)	Professional Service	4.00	\$2,000.00	\$8,000.00	N/A	N/A
One Time Technology Grant	Professional Service	1.00	(\$2,501.30)	(\$2,501.30)	None	N/A

Total Price \$46,688.70
 Shipping and Handling \$1,076.30
 Grand Total \$47,765.00

* Each leased "GUARDIAN RFID Mobile Device" consists of the "GUARDIAN RFID® SPARTAN 3™" (the main body of the device) the

GUARDIAN RFID System Agreement – Leased Devices | 27



GUARDIAN RFID Mobile Device Charging Station, and the GUARDIAN RFID Mobile Device Accessories accompanying the GUARDIAN RFID Mobile Device at the time the GUARDIAN RFID Mobile Device is leased. During the respective Initial Term Replacement Period or Extended Term Replacement Period applicable to the GUARDIAN RFID Mobile Device, the accompanying GUARDIAN RFID Mobile Device Charging Station will be subject to a maximum of two replacements per GUARDIAN RFID Mobile Device. During the respective Initial Term Replacement Period or Extended Term Replacement Period applicable to the GUARDIAN RFID Mobile Device, none of the accompanying GUARDIAN RFID Mobile Device Accessories will be subject to replacement. Additional GUARDIAN RFID Mobile Device Charging Stations and GUARDIAN RFID Mobile Device Accessories may be separately purchased pursuant to Section 10(d) at GUARDIAN RFID's then-current pricing list for the Customer (a copy of which is available upon the Customer's request). The warranty and maximum replacements for those additional purchases will be as specified in the quote for the purchase of such additional GUARDIAN RFID Mobile Device Charging Stations and GUARDIAN RFID Mobile Device Accessories.



ADDENDUM B

FEE PAYMENT SCHEDULE

Invoices will be sent from GUARDIAN RFID to the Customer based on the occurrence of certain events, as follows:

Fee Type*	Event Occurrence	Amount
First 25% of Initial Term Fee for Year One	Contract Execution**	\$11,941.25
Second 25% of Initial Term Fee for Year One	Access to GUARDIAN RFID OnDemand prior to the Go-Live Date**	\$11,941.25
Third 25% of Initial Term Fee for Year One	Delivery of Hardware**	\$11,941.25
Final 25% of Initial Term Fee for Year One	Go-Live Date**	\$11,941.25
Initial Term Fee for Year Two	First-year anniversary of the Go-Live Date	\$23,489.00
Initial Term Fee for Year Three	Second-year anniversary of the Go-Live Date	\$23,489.00
Renewal Fee for Extended Term Year One ***	Third anniversary of the Go-Live Date (Unless Agreement is terminated prior to renewal pursuant to Section 18)	\$23,489.00
Renewal Fee for Extended Term Year Two***	Fourth anniversary of the Go-Live Date (Unless Agreement is terminated prior to renewal pursuant to Section 18)	\$23,489.00
Renewal Fee for Extended Term Year Three***	Fifth anniversary of the Go-Live Date (Unless Agreement is terminated prior to renewal pursuant to Section 18)	\$23,489.00



Modification Fee	<p>Completion of modification to GUARDIAN RFID System necessary to function with a change in configuration of the Customer's Third-Party Software or the Customer's Third-Party Hardware after the Effective Date.</p> <p><i>[No such modifications contemplated as of the Effective Date.]</i></p>	<p>[N/A]</p>
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* These amounts do not include any taxes.

** In accordance with Section 18(b), termination for convenience by the Customer before either of the Go-Live Date or the first-year anniversary of the Go-Live Date will cause any remaining portions of the Initial Term Fee for Year One that have not already been paid by Customer to be accelerated and become immediately due and payable by Customer to GUARDIAN RFID, regardless of whether the events specified in this Addendum B have occurred.

*** The Renewal Fee represents the costs for renewing licenses to use the GUARDIAN RFID System for the Extended Term and will be increased if the Customer chooses to make additional purchases from GUARDIAN RFID of additional Hardware or licenses for GUARDIAN RFID Software, access and use of the GUARDIAN RFID OnDemand platform, or Third-Party Software. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases, which will automatically amend and replace this Addendum B. In addition to increases due to those additional purchases, the Renewal Fee may be increased by up to 3.5% annually, provided that GUARDIAN RFID provides notice to the Customer at least ninety (90) days prior to the end of the Initial Term.



ADDENDUM C
SERVICE LEVEL AGREEMENT

1. DEFINITIONS

Except as defined in this Addendum C, all defined terms have the meaning set forth in the Agreement.

- (a) "Attainment" means the percentage of time during a calendar quarter, with percentages based on those contained in the chart under Section 2(d) of this Addendum C, in which the Customer has GUARDIAN RFID OnDemand Availability.
- (b) "Customer Error Incident" means any service unavailability, which GUARDIAN RFID did not directly cause or create, resulting from any one or a combination of the following: (i) the Customer's Third-Party Software or the Customer's Third-Party Hardware, (ii) the acts or omissions of any Customer Personnel, or (iii) the acts or omissions of any personnel or third-party providers over whom GUARDIAN RFID exercises no control.
- (c) "Disaster" means an event that renders any portion of a data center's infrastructure used in connection with the Agreement both inoperable and unrecoverable.
- (d) "Downtime" means those minutes during which any portion of GUARDIAN RFID OnDemand is not available for the Customer's use.
- (e) "Unscheduled Downtime" means Downtime that is not due to any one or a combination of the following: Scheduled Downtime, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires such Emergency Maintenance), Customer Error Incidents, or Force Majeure Events.
- (f) "Emergency Maintenance" means (i) maintenance that is required to patch a critical security vulnerability, or (ii) maintenance that is required to prevent an imminent outage of GUARDIAN RFID OnDemand Availability.
- (g) "Scheduled Downtime" means those minutes during which GUARDIAN RFID OnDemand is not available for the Customer's use due to GUARDIAN RFID's scheduled maintenance windows.
- (h) "GUARDIAN RFID OnDemand Availability" means that GUARDIAN RFID OnDemand is capable of receiving, processing, and responding to requests by or from the Customer and each of the Authorized Customer Personnel, excluding Scheduled Downtime, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires such Emergency Maintenance), Customer Error Incidents, and Force Majeure Events.
- (i) "RPO" means Recovery Point Objective, and refers to the maximum data loss per declared Disaster event during any calendar quarter throughout the Term that could occur following a Disaster.
- (j) "RTO" means Recovery Time Objective, and refers to the amount of time per declared Disaster event during any calendar quarter throughout the Term that it takes for GUARDIAN RFID OnDemand to become operational following a Disaster.



2. GUARDIAN RFID ONDEMAND CLOUD SERVER UPTIME

(a) GUARDIAN RFID OnDemand Availability.

- (i) Attainment Target. Subject to the terms of this Addendum C, GUARDIAN RFID has an Attainment target to provide to the Customer GUARDIAN RFID OnDemand Availability of one hundred percent (100%), twenty-four (24) hours per day, every day of the calendar year throughout the Term. GUARDIAN RFID has set GUARDIAN RFID OnDemand Availability Attainment targets and actuals under the terms of Section 2(d) of this Addendum C.
- (ii) Calculation. The GUARDIAN RFID OnDemand Availability calculation does not include Scheduled Downtime, Customer Error Incidents, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires Emergency Maintenance), and Force Majeure Events. For the avoidance of doubt, if GUARDIAN RFID is a cause of an issue that requires Emergency Maintenance, then Downtime resulting from such Emergency Maintenance will be included in the calculation of Attainment.
- (iii) Scheduled Downtime. GUARDIAN RFID will perform maintenance on GUARDIAN RFID OnDemand only during limited windows that are anticipated to be reliably low-traffic times based on historical information. As of the Effective Date, GUARDIAN RFID performs such maintenance on Wednesdays between 12:00 a.m. and 6:00 a.m. Central time. GUARDIAN RFID will provide the Customer with advance written notice of any change to the current maintenance schedule. If and when any such Scheduled Downtime is predicted to occur during periods of higher traffic, GUARDIAN RFID will provide advance notice of those windows and will coordinate with the Customer. In instances where maintenance of GUARDIAN RFID OnDemand requires Scheduled Downtime outside of the known maintenance windows described in this Section, GUARDIAN RFID will provide written notice to the Customer at least twenty-four (24) hours prior to any Scheduled Downtime.
- (iv) Emergency Maintenance. If Downtime is known to be necessary to perform any Emergency Maintenance, then GUARDIAN RFID will notify an appropriate Customer contact via email or telephone call, a minimum of four (4) hours or as early as is reasonably practicable, prior to the start of such Emergency Maintenance. GUARDIAN RFID reserves the right to perform unscheduled Emergency Maintenance at any time.
- (v) Other Maintenance. GUARDIAN RFID and the Customer agree that GUARDIAN RFID has the right to perform maintenance that is designed not to impact GUARDIAN RFID OnDemand Service Availability at any time. Any such scheduled maintenance will be considered Scheduled Downtime and will be excluded from the calculation of Attainment.
- (vi) Force Majeure. In the event of a Force Majeure Event affecting the GUARDIAN RFID OnDemand Availability, GUARDIAN RFID will provide the Customer with a written notice of the Force Majeure Event and include a description of the facts and circumstances it believes supports that determination.

(b) GUARDIAN RFID Responsibilities Relating to GUARDIAN RFID OnDemand Availability.

- (i) GUARDIAN RFID will monitor GUARDIAN RFID OnDemand Availability under this Addendum C and will make commercially reasonable efforts to (A) address any GUARDIAN RFID OnDemand Availability-related issues that impact the 100% Attainment target, and (B) notify the Customer, either through automated monitoring systems or by other mutually agreed-upon means, that (A) Downtime will occur, if practicable, or (b) if Downtime has already occurred, promptly after it is confirmed.



- (ii) If Authorized GUARDIAN RFID Personnel receive notice from the Customer that Downtime has occurred or is occurring, GUARDIAN RFID will work with the Customer to promptly identify the cause of the Downtime and will work with the Customer to promptly resume normal operations.
 - (iii) Upon timely receipt of a Customer report of Downtime under Section 2(c) of this Addendum C, if any, GUARDIAN RFID will compare that report to its own outage logs and support tickets to confirm whether Unscheduled Downtime has occurred, and communicate with the Customer about GUARDIAN RFID's findings.
 - (iv) GUARDIAN RFID will, at no additional charge to the Customer, do any one or a combination of the following, upon the Customer's written request (which can be made a maximum of once per calendar quarter), with such items being provided within sixty (60) days of the Customer's written request:
 - (A) provide to the Customer, a written report that documents the preceding calendar quarter's GUARDIAN RFID OnDemand Availability, Unscheduled Downtime, any root cause, Emergency Maintenance matters, and remedial actions that were undertaken in response to the matters identified in the report.
 - (B) make available for auditing by the Customer the severity downtime reports, incident reports, and other available information used by GUARDIAN RFID in determining whether the GUARDIAN RFID OnDemand Availability has been achieved.
- (c) Customer Responsibilities Relating to GUARDIAN RFID OnDemand Availability.
- (i) Whenever the Customer experiences Downtime, the Customer will follow the support process defined in Section 8(c) of the Agreement.
 - (ii) The Customer may document, in writing, all Downtime that is experienced during each calendar quarter throughout the Term. The Customer may deliver such documentation for any given calendar quarter to GUARDIAN RFID within thirty (30) days of that quarter's end. The documentation may include the supporting incident number(s) and corresponding Downtime(s) experienced.



(d) GUARDIAN RFID OnDemand Availability Attainment Targets and Actuals. Every calendar quarter, GUARDIAN RFID will compare confirmed Unscheduled Downtime to the GUARDIAN RFID OnDemand Availability Attainment target and actual amounts listed in the table below. If the actual Attainment does not meet the target Attainment, as shown in the table below, the corresponding Customer Relief, as shown below, will apply on a quarterly basis throughout the Term:

Target	Actual	Customer Relief
100%	100% – 95%	Prompt, remedial action will be taken.
	<95%	Will be deemed to be a Notice of Non-Conformity, which will be deemed (i) to have been corrected if the subsequent calendar quarter's Actual GUARDIAN RFID OnDemand Availability is $\geq 95\%$, or (ii) to not have been corrected if the subsequent calendar quarter's Actual GUARDIAN RFID OnDemand Availability is $< 95\%$. In situations where a Notice of Non-Conformity is deemed not to have been corrected due to the subsequent calendar quarter's Actual GUARDIAN RFID OnDemand Availability being $< 95\%$, the Customer will be entitled to terminate the Agreement under Section 18(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.

3. GUARDIAN RFID ONDEMAND CLOUD SERVER RECOVERY

In the event of a Disaster, GUARDIAN RFID will recover the Customer's data (including Inmate Data) and continue to provide GUARDIAN RFID OnDemand at a recovered or alternate operational data center within the times defined in the table below following the start of such Disaster. GUARDIAN RFID will also provide Customer Relief, as shown below, to the Customer for any calendar quarter where the RPO or RTO targets are not met.

	Actual	Customer Relief
RPO	≤ 2 Hours	Prompt, remedial action will be taken.
	> 2 Hours	Will be deemed to be a Notice of Non-Conformity, which is deemed to be not to have been corrected. The Customer will be entitled to terminate the Agreement under Section 18(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.
RTO	≤ 4 Hours	Prompt, remedial action will be taken.
	> 4 Hours	Will be deemed to be a Notice of Non-Conformity, which is deemed to be not to have been corrected. The Customer will be entitled to terminate the Agreement under Section 18(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.

4. INCIDENT PRIORITIES, CHARACTERISTICS, AND RESOLUTION

(a) Incident Tracking. In the event of an issue with the GUARDIAN RFID requiring support, the
 GUARDIAN RFID System Agreement – Leased Devices | 34



Customer will contact GUARDIAN RFID in accordance with Section 8(c) of the Agreement. Each support incident is logged using GUARDIAN RFID's enterprise workflow management system, given a unique case number, and assigned a support representative.

- (b) **Incident Priority.** Each support incident is assigned a priority level, which corresponds to the Customer's needs and deadlines. GUARDIAN RFID and the Customer will work together to reasonably set the priority of each support incident pursuant to the table below. The primary goals of the table below are to (i) guide the Customer toward clearly understanding and communicating the importance of the issue, and (ii) describe the generally expected response and resolution targets in the production environment. References to a "confirmed support incident" mean that GUARDIAN RFID and the Customer have successfully validated and set the priority for the reported support incident.

Priority	Characteristics Incident	Resolution Target
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the Customer's remote locations; or (c) systemic loss of multiple essential system functions.*	GUARDIAN RFID will provide an initial response to Priority Level 1 incidents within one (1) hour of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within eight (8) hours.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	GUARDIAN RFID will provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within five (5) business days.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	GUARDIAN RFID will provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which will occur at least quarterly.
4 Low	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	GUARDIAN RFID will provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

* Examples include: inability to create activity logs in database, and/or inability to access GUARDIAN RFID OnDemand (excluding Internet access or Wi-Fi issues).



ADDENDUM D
STATEMENT OF WORK

None.

Courthouse Roof Final

From: Josh Rhodes <jrhodes@garlandind.com>

Sent: Wed, Sep 13, 2023 at 6:07 pm

To: bocc@pittsburg.okcounties.org, Chris Reed

Repair Proposal - Pittsburg County Courthouse.pdf (215.6 KB) 20230209093210259.pdf (695.3 KB)

Final Warranty 23-0464-US-A.pdf (130.8 KB) – **Download all**

Sandra,

Thank you guys for being patient with us on the courthouse roof. We are complete on the project and I have attached a copy of the final warranty to this email. I have broken down below the distribution for the remaining monies as to how and who they are to be paid. Thank you once again for the understanding and let me know if you have any questions.

FW Walton - \$12,912.00(Invoice Attached)

Crawford Roofing - \$13,880.00(Final Billing Less Walton Invoice)

Josh Rhodes

Arklahoma Territory Manager

The Garland Company, Inc.

p: (918) 991-1210

w: www.garlandco.com

e: jrhodes@garlandind.com

Chris Reed Technical Advisor 918-844-6146
creed@garlandind.com



Click for References!

Do all the good you can, by all the means you can, in all the ways you can, in all the places you can, at all the times you can, to all the people you can, as long as ever you can. -John Wesley

APPLICATION AND CERTIFICATE FOR PAYMENT

To: Pittsburg County 115 E Carl Albert Parkway McAlester, OK 74501 ATTN: Pittsburg Co Commissioners	Project: Pittsburg County Courthouse Roof 115 E Carl Albert Parkway McAlester, OK 74501	Application Information	
		Application Number:	4
From: Crawford Roofing P.O. Box 1496 Chickasha, OK. 73023 405-224-8763		Dated:	8/9/2022
		Contract Date:	6/7/2022
		Period Ending:	8/9/2022

Change Order Summary		
NO.	ADDITIONS	DEDUCTIONS
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
Net Change by Orders		\$0.00

CONTRACTOR'S APPLICATION FOR PAYMENT	
Original Contract Sum	\$570,200.00
Net Change by Change Order	\$0.00
Contract Sum to Date	\$570,200.00
Total Completed and Stored	\$570,200.00
Retainage:	\$0.00
0% of Completed Work	\$0.00
0% of Stored Materials	\$0.00
Total Retainage:	\$0.00
Total Earned Less Retainage	\$570,200.00
Less Previous Certificates for Payment	\$543,400.00
Current Payment Due	\$26,800.00
Balance to Finish, Including Retainage	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and the belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: printed: <u>Crawford Roofing Inc</u> signed: <u><i>[Signature]</i></u> date: <u>8/9/2022</u>	Notary Public: printed: <u>Sharon K Jones</u> signed: <u><i>[Signature]</i></u> My Commission expires on: <u>5/30/2026</u>
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ARCHITECT'S CERTIFICATION FOR PAYMENT: In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that the best of the Architect's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$13,880.00 County-
 ARCHITECT: _____

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



FINAL WAIVER OF LIEN

August 9, 2022

Project: Pittsburg County Courthouse Roof
115 E. Carl Albert Parkway
Pittsburg County of Oklahoma

The Undersigned, a Contractor, Sub-contractor, Material man, Equipment Supplier,
Mechanic, Workman, or Person Performing Services, IN CONSIDERATIION OF
Twenty Six Thousand Eight Hundred Dollars and No Cents...(\$26,800.00)
DOES HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS, LEINS, AND RIGHTS TO LIENS
IN THE ABOVE DESCRIBED PREMISES, which the undersigned may have under the statutes
Of the State relating to liens ON ACCOUNT OF ALL SERVICES, EQUIPMENT, MATERIAL,
AND LABOR FURNISHED for the improvement on the above described premises.

[Signature] CONTRACTOR

STATE OF: Oklahoma

COUNTY OF: Grady

Subscribed and sworn to before me this 9 day of Aug., 2022

[Signature] Notary Public

My Commission expires 5/30/26

SEAL



FW WALTON

Since 1961
Incorporated

Repair Proposal Monday, July 24, 2023

Attn: Pittsburg County
Re: Pittsburg County Courthouse Repairs

Scope of Work:

1. Mobilize site and set up safety as needed.
2. **Scupper Sump Repair Scope:**
 - a. At 3rd scupper from the West on upper roof, tear out existing sump material and enlarge the area with like kind material to support proper drainage.
3. Provide insurance per standard policy.

Total Cost: \$12,912.00

Sincerely,
Grant Dieste



Business Development Manager
(281) 386-8440

The Garland Company, Inc.®
Twenty (20) Year High-Performance Roof System Restoration Limited Warranty

Owner Name: <u>Pittsburg County</u>	Contractor Name: <u>Crawford Roofing</u>
Address: <u>115 Carl Albert</u>	Address: <u>701 Pikes Peak Rd.</u>
City: <u>Mcalester</u> State/Zip: <u>OK 74501</u>	City: <u>Chickasha</u> State/Zip: <u>OK 73018</u>
Building Name: <u>Pittsburg County Courthouse</u>	Products: <u>LiquiTec</u>
Roof ID: <u>Courthouse</u>	Square Footage: <u>30,000</u>

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system will not leak due to manufacturing defects by the above-named Contractor. Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials that occur during a period of twenty (20) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials require removal and replacement of the roof system in recover applications, Owner will be responsible for all costs associated with the removal and replacement of the original roof system. Garland's obligation for repair remedies under this Warranty shall in no event exceed the cost of the original materials of this project.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roofing system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 - 2. Ponding water, defined as standing water 48 hours after rainfall.
 - 3. Chemical contaminate attacks on the roofing system.
 - 4. Defects in engineering or building design or construction.
 - 5. Traffic or storage of materials on the roof.
 - 6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants
- F. Any aesthetic issues that do not directly cause the roofing system to leak including, but not limited to:
 - (1) ridges, cracks, blisters, wrinkles, fish mouths or other similar conditions or
 - (2) changes in surfacing such as appearance, mineral loss, discoloration, peeling protective coatings, aggregate loss, or similar conditions.
- G. Edge metal or metal components fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- H. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system.
- I. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached Hereto and provided to the Owner. Lack of proper care and maintenance is cause for cancellation of this Warranty.
- J. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or set forth above. Garland shall not be liable for any discoloration, cosmetic deterioration or change in the visual appearance of the roofing system or Garland's top coating. Garland is not be responsible for the removal or replacement of any roof top equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions set forth in this Warranty.

By: <u>The Garland Company, Inc.</u>	Owner: _____
Signed By:  <u>Joe Orlando</u>	Signed By: _____
Date: <u>9/13/2023</u>	Date: _____

JENNIFER HACKLER, COUNTY TREASURER

DEPUTIES	PITTSBURG COUNTY	DEPUTIES
CINDY COOK	115 E. CARL ALBERT PKWY RM. 102	TAMMY ROBERTS
SUMMER ROGERS	MCALESTER, OK 74501	BROOKE OLIVER
KELSEY MITCHELL	918-423-6895	

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY
MCALESTER, OK 74501

September 18, 2023

RESOLUTION FOR COUNTY COMMISSIONERS' SALE

THE COUNTY ACQUIRED: SEE EXHIBIT "A" BELOW, THROUGH A RESALE PROPERTY DEED. THIS LETTER IS A REQUEST TO DECLARE THIS PROPERTY SURPLUS PROPERTY, AND APPROVE THE COMMISSIONER'S SALE HELD **SEPTEMBER 12, 2023** THIS PROPERTY WAS BID ON AT THE SALE HELD **SEPTEMBER 12, 2023**. THE SALE WAS ADVERTISED IN THE NEWSPAPER THE REQUIRED LENGTH OF TIME AND SOLD TO THE HIGHEST BIDDER. ATTACHED YOU WILL FIND A TRANSCRIPT OF THE PROCEEDINGS OF THE SALE.

LOT 13 BLK 5 HIDDEN VALLEY
LOT 19 BLK 13 PINEY CREEK #9

EXHIBIT "A"


THANK YOU


JENNIFER HACKLER
COUNTY TREASURER

THEREFORE, THE BOARD OF COUNTY COMMISSIONERS DO HEREBY DECLARE THE ABOVE LISTED PROPERTY TO BE SURPLUS, SOLD AT PUBLIC AUCTION, AS STATED ABOVE.


CHAIRMAN


MEMBER


MEMBER

ATTEST:


COUNTY CLERK



JENNIFER HACKLER, County Treasurer

DEPUTIES
CINDY COOK
SUMMER ROGERS
KELSEY MITCHELL

PITTSBURG COUNTY
115 E. CARL ALBERT PKWY RM. 102
MCALISTER, OK 74501
918-423-6895

DEPUTIES
TAMMY ROBERTS
BROOKE OLIVER

9/12/2023

COMMISSIONERS SALE MINUTES

LOT 13 BLK 5 HIDDEN VALLEY
LOT 19 BLK 13 PINEY CREEK #9

THE SALE STARTED AT 10:00 A.M. WITH JOSEPH & HEATHER PRETE ATTENDING. THE SALE WAS CLOSED AT 10:05 A.M. WITH THE PROPERTY GOING TO JOSEPH AND HEATHER PRETE.

THANK YOU,



JENNIFER HACKLER

COUNTY TREASURER'S TRANSCRIPT OF PROCEEDINGS
ON SALE OF COUNTY PROPERTY ACQUIRED AT RESALE FOR
APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS

To the Honorable Board of County Commissioners, Pittsburg County, State of Oklahoma:

I, Jennifer Hackler, the undersigned County Treasurer, herewith tender my report of sale to Pittsburg Board of County Commissioners of the following described tract, parcel or lot of land, situated within said County and State, and hitherto acquired by the County at Resale, to-wit:

LOT 13 BLK 5 HIDDEN VALLEY \$500.00
LOT 19 BLK 13 PINEY CREEK #9 \$50.00

The proceedings had thus far toward consummation of said sale have been as follows:

On **AUGUST 2, 2023** an offer was made by **JOSEPH AND HEATHER PRETE**
1. to purchase the above-described property from the County for the sum of **\$200.00**

2. On receipt of said bid, I caused notice to be given by publication in the **McAlester News Capital Newspaper**, published at **McAlester, OK**, within said County and State, which notice was published once a week for three consecutive weeks preceding the sale, as follows:
1. **AUGUST 24, 2023**
2. **AUGUST 31, 2023**
3. **SEPTEMBER 7, 2023**

a copy of which notice and proof of publication is hereto attached disclosing the foregoing description of the property, the amount bid therefore in addition to all costs, the name of bidder, the date set for the proposed sale, a statement that said property would be sold at such price and to such bidder on the date specified, subject to approval by the Board of County Commissioners, unless higher bids were received on such date, and that the terms of sale were strictly for cash in hand.

3. On the **31st** day of **AUGUST, 2023**, the same being the date specified in said notice, I announced that the foregoing described property was about to be sold and would be sold to the highest competitive bidder for cash in hand or to the original bidder if there be no higher price offered, whereupon, including the bid and bidder named in the published notice; the following bids were submitted:

- (a) By **#1 JOSEPH AND HEATHER PRETE** for the sum of **\$ 550.00**
- (b) By # _____ for the sum of \$ _____
- (c) By # _____ for the sum of \$ _____
- (d) By # _____ for the sum of \$ _____
- (e) By # _____ for the sum of \$ _____

4. No further bids being offered; it was ascertained that:
(a) **#2 JOSEPH AND HEATHER PRETE** had offered the highest competitive bid.
(b) that the highest competitive bid was in the sum of **\$ 550.00**
(c) that the additional and separate charge for apportioned cost was **\$ 103.20**
(d) that the total to be paid, including deed, was the sum of **\$ 671.20**

5. Receipt is hereby acknowledged from the sum of **\$ 671.20**
SIX HUNDRED SEVENTY-ONE 20/100 the same being tender in full of the foregoing total bid and apportioned costs, and the same has been deposited in the County Treasurer's Depository Account pending approval of sale and issuance of deed.

6. Sale of the foregoing described property was declared made to **JOSEPH AND HEATHER PRETE** the foregoing highest bidder subject to approval of the Board of County Commissioners, at its discretion.

NOW, THEREFORE, I respectfully present this transcript of proceedings, attached to all papers, bids, and proofs relating to said sale for your approval of the sale herein made, and for your order directing the Chairman of your Board to consummate said sale by executing a deed conveying the above-described property in as full and complete a manner as the County is empowered to do, to the person hereinbefore named as the highest competitive bidder for said property.

Signed at **McAlester, Oklahoma**, this **12th** day of **SEPTEMBER, 2023**.

(Seal)



Jennifer Hackler
County Treasurer

ORDER OF BOARD OF COUNTY COMMISSIONERS RELATING
TO SALE OF COUNTY PROPERTY ACQUIRED AT RESALE

WHEREAS, the County Treasurer has presented to this Board the foregoing transcript of all his proceedings in said sale, with all papers and proofs relating to said sale, for the approval of this Board of County Commissioners, and This Board of County Commissioners being convened in the office of the County Clerk of said County and State on the date hereinafter set forth, WE HAVE CAREFULLY EXAMINED said transcript and proceedings, and find:

1. That _____

THEREFORE, so finding, the Board of County Commissioners of Pittsburg County, State of Oklahoma, does hereby order and direct that the Foregoing sale be _____ approved; and the Chairman of said Board of County Commissioner is hereby ordered and directed: to EXECUTE A DEED conveying the foregoing described property to **Joseph and Heather Prete** In as full and complete a manner as the County is authorized to convey it; and the County Treasurer is ordered and directed upon the execution of said Deed to pay into the proper funds and accounts the monies heretofore received by him in consideration thereof Done at **McAlester, Oklahoma**, this **18th** day of **Sept**, 20**23**

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF
Pittsburg County, State of Oklahoma

[Signature] Chairman
[Signature] Member
[Signature] Member

Hope Sammel
County Clerk



NO _____
Report and Approval

of
Sale
of
COUNTY PROPERTY
ACQUIRED AT RESALE
SOLD TO

Joseph and Heather Prete

STATE OF OKLAHOMA
County of Pittsburg

Filed in the Office of County Clerk for record
this _____ day of _____ A.D., 20____
_____ o'clock _____ m., and
recorded in Book _____ Page _____

County Clerk

Deputy

COUNTY DEED
PROPERTY ACQUIRED AT RE-SALE

KNOW ALL MEN BY THESE PRESENTS, THAT

Whereas, Pittsburg County, State of Oklahoma, acquired title to the hereinafter described tract, parcel, or lot of land for delinquent taxes, interest, penalties, and costs in full compliance with and by operation of the assessment, levy, sale, and re-sale laws of the State of Oklahoma; and

Whereas, **JOSEPH AND HEATHER PRETE** did on the **17 day AUGUST 2023**, make to the County Treasurer of said County an offer to purchase from the County the tract, parcel or lot of land hereinafter described; and

Whereas, the County Treasurer caused notice of said offer to be given by publication once a week for three consecutive weeks preceding the sale in the McAlester News Capital newspaper, published at McAlester, Oklahoma, which notice embraced a description of the property, the amount bid therefor in addition to all costs, the name of the bidder, a statement that the sale of the property so listed would be made at such price and to such bidder unless higher bids were received on the date specified in said notice and that the terms of sale were strictly for cash in hand, subject to the approval of the Board of County Commissioners; and

Whereas, the County Treasurer, at her office in the Court House in Pittsburg County, Oklahoma on the **12 day of SEPTEMBER 2023**, The same being the date stated in the foregoing notice, did announce that the hereinafter tract, lot or parcel of land was about to be sold and would be sold to the highest competitive bidder, and thereafter, upon due consideration of the original bid offered and advertised and all other bids offered on the day of above mentioned, ascertained officially that

JOSEPH AND HEATHER PRETE
195 W EPLEY DR
STIGLER, OK 74462

Had offered the highest competitive bid, and did declare the sale made; and transmitted to the Board of County Commissioners a transcript of the proceedings relating to said sale.

Thereafter, the Board of County Commissioners of the aforesaid County and State, being in legal meeting at the Court House in said Pittsburg County, Oklahoma, on the **18 day SEPTEMBER 2023**, and having before it the transcript of proceedings of the County Treasurer in the sale of the hereinafter described tract, parcel, or lot of land as aforesaid, upon due consideration found said proceedings to be according to law, that said had in fact made the highest competitive bid therefor and had made full tender in cash in hand for the amount bid and in addition the separate and additional charges accrued by reason of costs of said sale, that said sale should be approved; and then did, by order, duly made and entered on its records, approve said sale and directed its Chairman to execute a deed for the same to the grantee, herein.

Now, THEREFORE, this indenture, made this **18 day of SEPTEMBER 2023** between Pittsburg County, State of Oklahoma, by **CHARLIE ROGERS**, the Chairman of the Board of County Commissioners of said County, of the First Part, and the said **JOSEPH AND HEATHER PRETE** of the Second Part.

WITNESSETH, That the said Party of the First Part for and in consideration of the premises, and the sum of **\$550.00**

Dollars in hand paid, the receipt whereof is hereby acknowledged hath granted, bargained, and sold, and by these presents doth grant, bargain, sell and convey to the said Party of the Second Part, his heirs and assigns forever, the tract, parcel or lot of land mentioned in said notice of sale and described as follows, to wit:

- 1) **LOT 13 BLK 5 HIDDEN VALLEY \$500.00**
- 2) **LOT 19 BLK 13 PINEY CREEK #9 \$50.00**

In the County of Pittsburg, State of Oklahoma.

TO HAVE AND TO HOLD said described tract, parcel, or lot of land with the appurtenances thereunto belonging, to said Party of the Second Part, his heirs and assigns forever, in as full and ample manner as the County is empowered by law to sell the same.

IN TESTIMONY WHEREOF, the said **CHARLIE ROGERS** Chairman of the Board of County Commissioners of said County of Pittsburg, Oklahoma, has hereunto set his hand on the day and year aforesaid.



Chairman, Board of County Commissioners
Pittsburg County, State of Oklahoma


ACKNOWLEDGMENT

STATE OF OKLAHOMA
County of Pittsburg

Before me, Hope Trammell, the County Clerk in and for said County and State, on this the 18th day of September **2023**, personally appeared **CHARLIE ROGERS** known to be the duly qualified acting Chairman of the Board of County Commissioners of Pittsburg County, State of Oklahoma, and the identical person who executed the above and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed as such Chairman of said Board and as the free and voluntary act and deed of Pittsburg County, State of Oklahoma, for the uses and purposes therein set forth.

WITNESS my hand and seal the date and year last above mentioned
(seal)





County Clerk Pittsburg County, State of Oklahoma

JENNIFER HACKLER, COUNTY TREASURER

DEPUTIES	PITTSBURG COUNTY	DEPUTIES
CINDY COOK	1.15 E. CARL ALBERT PKWY RM. 102	TAMMY ROBERTS
SUMMER ROGERS	MCALLESTER, OK 74501	BROOKE OLIVER
KELSEY MITCHELL	918-423-6895	

September 18, 2023

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY
MCALLESTER, OK 74501

RESOLUTION FOR COUNTY COMMISSIONERS' SALE

THE COUNTY ACQUIRED: SEE EXHIBIT "A" BELOW, THROUGH A RESALE PROPERTY DEED. THIS LETTER IS A REQUEST TO DECLARE THIS PROPERTY SURPLUS PROPERTY, AND APPROVE THE COMMISSIONER'S SALE HELD **SEPTEMBER 12, 2023** THIS PROPERTY WAS BID ON AT THE SALE HELD **SEPTEMBER 12, 2023**. THE SALE WAS ADVERTISED IN THE NEWSPAPER THE REQUIRED LENGTH OF TIME AND SOLD TO THE HIGHEST BIDDER. ATTACHED YOU WILL FIND A TRANSCRIPT OF THE PROCEEDINGS OF THE SALE.

N 5' OF S 45' OF W 60' OF LT 7 & 35' OF N 55' OF LOT 7 & S 45' OF E 77' OF LOT 7 BLK 225 SO MCALLESTER
EXHIBIT "A"

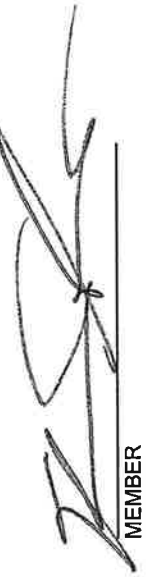
THANK YOU


JENNIFER HACKLER
COUNTY TREASURER

THEREFORE, THE BOARD OF COUNTY COMMISSIONERS DO HEREBY DECLARE THE ABOVE LISTED PROPERTY TO BE SURPLUS, SOLD AT PUBLIC AUCTION, AS STATED ABOVE.


CHAIRMAN


MEMBER


MEMBER

ATTEST:


COUNTY CLERK



JENNIFER HACKLER, County Treasurer

DEPUTIES
CINDY COOK
SUMMER ROGERS
KELSEY MITCHELL

PITTSBURG COUNTY
115 E. CARL ALBERT PKWY RM. 102
MCALESTER, OK 74501
918-423-6895

DEPUTIES
TAMMY ROBERTS
BROOKE OLIVER

9/12/2023

COMMISSIONERS SALE MINUTES

THE SALE STARTED AT 9:00 A.M. WITH JASON STEWART
ATTENDING. THE SALE WAS CLOSED AT 9:05 A.M. WITH THE
PROPERTY GOING TO JASON STEWART AS THE ONLY BIDDER.

THANK YOU,



JENNIFER HACKLER

COUNTY TREASURER'S TRANSCRIPT OF PROCEEDINGS
ON SALE OF COUNTY PROPERTY ACQUIRED AT RESALE FOR
APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS

To the Honorable Board of County Commissioners, Pittsburg County, State of Oklahoma:

I, Jennifer Hackler, the undersigned County Treasurer, herewith tender my report of sale to Pittsburg Board of County Commissioners of the following described tract, parcel or lot of land, situated within said County and State, and hitherto acquired by the County at Resale, to-wit:

**N 5' OF S 45' OF W 60' OF LOT 7 &; S 35' OF N 55' OF LOT 7 &; S 45' OF E 77' OF LOT 7 BLK 225
SO MCALESTER**

The proceedings had thus far toward consummation of said sale have been as follows:

On **AUGUST 2, 2023** an offer was made by **JASON STEWART**
1. to purchase the above-described property from the County for the sum of **\$200.00**

2. On receipt of said bid, I caused notice to be given by publication in the **McAlester News Capital Newspaper**, published at **McAlester, OK**, within said County and State, which notice was published once a week for three consecutive weeks preceding the sale, as follows:
1. AUGUST 24, 2023
2. AUGUST 31, 2023
3. SEPTEMBER 7, 2023

a copy of which notice and proof of publication is hereto attached disclosing the foregoing description of the property, the amount bid therefore in addition to all costs, the name of bidder, the date set for the proposed sale, a statement that said property would be sold at such price and to such bidder on the date specified, subject to approval by the Board of County Commissioners, unless higher bids were received on such date, and that the terms of sale were strictly for cash in hand.

3. On the **31st** day of **AUGUST, 2023**, the same being the date specified in said notice, I announced that the foregoing described property was about to be sold and would be sold to the highest competitive bidder for cash in hand or to the original bidder if there be no higher price offered, whereupon, including the bid and bidder named in the published notice; the following bids were submitted:

- (a) By **#1 JASON STEWART** for the sum of **\$ 200.00**
- (b) By # _____ for the sum of \$ _____
- (c) By # _____ for the sum of \$ _____
- (d) By # _____ for the sum of \$ _____
- (e) By # _____ for the sum of \$ _____

- 4. No further bids being offered; it was ascertained that:
 - (a) **#2 JAMES RODNEY HENDRIX** had offered the highest competitive bid.
 - (b) that the highest competitive bid was in the sum of **\$ 200.00**
 - (c) that the additional and separate charge for apportioned cost was **\$ 108.79**
 - (d) that the total to be paid, including deed, was the sum of **\$ 326.79**

5. Receipt is hereby acknowledged from the sum of **\$ 326.79**
THREE HUNDRED TWENTY-SIX & .79/100 the same being tender in full of the foregoing total bid and apportioned costs, and the same has been deposited in the County Treasurer's Depository Account pending approval of sale and issuance of deed.

6. Sale of the foregoing described property was declared made to **JASON STEWART** the foregoing highest bidder subject to approval of the Board of County Commissioners, at its discretion.

NOW, THEREFORE, I respectfully present this transcript of proceedings, attached to all papers, bids, and proofs relating to said sale for your approval of the sale herein made, and for your order directing the Chairman of your Board to consummate said sale by executing a deed conveying the above-described property in as full and complete a manner as the County is empowered to do, to the person hereinbefore named as the highest competitive bidder for said property.

Signed at McAlester, Oklahoma, this **12TH** day of **SEPTEMBER, 2023**.



James Rodney Hendrix
County Treasurer

+++++*****

ORDER OF BOARD OF COUNTY COMMISSIONERS RELATING
TO SALE OF COUNTY PROPERTY ACQUIRED AT RESALE

WHEREAS, the County Treasurer has presented to this Board the foregoing transcript of all his proceedings in said sale, with all papers and proofs relating to said sale, for the approval of this Board of County Commissioners, and This Board of County Commissioners being convened in the office of the County Clerk of said County and State on the date hereinafter set forth,
WE HAVE CAREFULLY EXAMINED said transcript and proceedings, and find:

- 1. That _____
- _____
- _____
- _____

THEREFORE, so finding, the Board of County Commissioners of Pittsburg County, State of Oklahoma, does hereby order and direct that the foregoing sale be _____ approved; and the Chairman of said Board of County Commissioner is hereby ordered and directed: to EXECUTE A DEED conveying the foregoing described property to

James Rodney Hendrix
in as full and complete a manner as the County is authorized to convey it; and the County Treasurer is ordered and directed upon the execution of said Deed to pay into the proper funds and accounts the monies hereto fore received by him in consideration thereof.
Done at ~~McAlester~~ **McAlester**, Oklahoma, this **15th** day of **Sept**, **2023**

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF
Pittsburg County, State of Oklahoma

Carl J. [Signature] Chairman
[Signature] Member
Abel Sammel Member
 County Clerk



NO _____ Report and Approval
of _____
Sale of _____
COUNTY PROPERTY
ACQUIRED AT RESALE

SOLD TO _____

James Rodney Hendrix

STATE OF OKLAHOMA
County of Pittsburg

Filed in the Office of County Clerk for record
this _____ day of _____ A.D., 20____
_____ o'clock _____ m., and
recorded in Book _____ Page _____

County Clerk

Deputy

COUNTY DEED
PROPERTY ACQUIRED AT RE-SALE

KNOW ALL MEN BY THESE PRESENTS, THAT

Whereas, Pittsburg County, State of Oklahoma, acquired title to the hereinafter described tract, parcel, or lot of land for delinquent taxes, interest, penalties, and costs in full compliance with and by operation of the assessment, levy, sale, and re-sale laws of the State of Oklahoma; and

Whereas, **JASON STEWART** did on the **15 day AUGUST 2023**, make to the County Treasurer of said County an offer to purchase from the County the tract, parcel or lot of land hereinafter described; and

Whereas, the County Treasurer caused notice of said offer to be given by publication once a week for three consecutive weeks preceding the sale in the McAlester News Capital newspaper, published at McAlester, Oklahoma, which notice embraced a description of the property, the amount bid therefor in addition to all costs, the name of the bidder, a statement that the sale of the property so listed would be made at such price and to such bidder unless higher bids were received on the date specified in said notice and that the terms of sale were strictly for cash in hand, subject to the approval of the Board of County Commissioners; and

Whereas, the County Treasurer, at her office in the Court House in Pittsburg County, Oklahoma on the **12 day of SEPTEMBER 2023**, The same being the date stated in the foregoing notice, did announce that the hereinafter tract, lot or parcel of land was about to be sold and would be sold to the highest competitive bidder, and thereafter, upon due consideration of the original bid offered and advertised and all other bids offered on the day of above mentioned, ascertained officially that

JASON STEWART
415 N. F ST.
MCALLESTER, OK 74501

Had offered the highest competitive bid, and did declare the sale made; and transmitted to the Board of County Commissioners a transcript of the proceedings relating to said sale.

Thereafter, the Board of County Commissioners of the aforesaid County and State, being in legal meeting at the Court House in said Pittsburg County, Oklahoma, on the **18 day SEPTEMBER 2023**, and having before it the transcript of proceedings of the County Treasurer in the sale of the hereinafter described tract, parcel, or lot of land as aforesaid, upon due consideration found said proceedings to be according to law, that said had in fact made the highest competitive bid therefor and had made full tender in cash in hand for the amount bid and in addition the separate and additional charges accrued by reason of costs of said sale, that said sale should be approved; and then did, by order, duly made and entered on its records, approve said sale and directed its Chairman to execute a deed for the same to the grantee, herein.

Now, THEREFORE, this indenture, made this **18 day of SEPTEMBER 2023** between Pittsburg County, State of Oklahoma, by **CHARLIE ROGERS**, the Chairman of the Board of County Commissioners of said County, of the First Part, and the said **JASON STEWART** of the Second Part.

WITNESSETH, That the said Party of the First Part for and in consideration of the premises, and the sum of **\$200.00**


Dollars in hand paid, the receipt whereof is hereby acknowledged hath granted, bargained, and sold, and by these presents doth grant, bargain, sell and convey to the said Party of the Second Part, his heirs and assigns forever, the tract, parcel or lot of land mentioned in said notice of sale and described as follows, to wit:

N 5' OF S 45' OF W 60' OF LOT 7 &; S 35' OF N 55' OF LOT 7 &; S 45' OF E 77' OF LOT 7 BLK 225 SO MCALESTER

In the County of Pittsburg, State of Oklahoma.

TO HAVE AND TO HOLD said described tract, parcel, or lot of land with the appurtenances thereunto belonging, to said Party of the Second Part, his heirs and assigns forever, in as full and ample manner as the County is empowered by law to sell the same.

IN TESTIMONY WHEREOF, the said **CHARLIE ROGERS** Chairman of the Board of County Commissioners of said County of Pittsburg, Oklahoma, has hereunto set his hand on the day and year aforesaid.


Chairman, Board of County Commissioners
Pittsburg County, State of Oklahoma


ACKNOWLEDGMENT

STATE OF OKLAHOMA
County of Pittsburg

Before me, Hope Trammell, the County Clerk in and for said County and State, on this the 15th day of September 2023, personally appeared **CHARLIE ROGERS** known to be the duly qualified acting Chairman of the Board of County Commissioners of Pittsburg County, State of Oklahoma, and the identical person who executed the above and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed as such Chairman of said Board and as the free and voluntary act and deed of Pittsburg County, State of Oklahoma, for the uses and purposes therein set forth.

WITNESS my hand and seal the date and year last above mentioned
(seal)




County Clerk Pittsburg County, State of Oklahoma

PLEASE READ CAREFULLY.

THE APPROVAL PROCESS AND FEE FOR PUBLIC SERVICE & PIPELINE CROSSING PERMITS HAS CHANGED.

1. Once you have picked up or received a Application for Permit from the Board of County Commissioners, Pittsburg County, you should fill in the application has usual. A fillable form of this permit is available under the forms section on Pittsburg County's website at pittsburg.okcounties.org.
2. Once your permit is ready for approval, please deliver to the Pittsburg County Floodplain Administrator's Office. You may want to email them a copy of this permit so that they can make the determination of whether this location is located within a floodplain, the Floodplain Administrator's email address is floodplain.pittsburgco@gmail.com. If this location is located within a floodplain, it will be necessary to acquire a floodplain permit before this permit is presented to the Board of County Commissioners. Please Be Advised, the Board of County Commissioners, Pittsburg County, will not act on this permit until a floodplain determination has been made, and if required, a floodplain permit has been issued. You can find the fee schedule in the body of the permit. You will want to provide this form in duplicate, should you wish to obtain an original copy.
3. Once the determination, and if required, a floodplain permit is issued, this/these permit(s) must be delivered to the Board of County Commissioners Office, 115 E. Carl Albert Parkway, Room 100, McAlester, Oklahoma, 74501 along with payment for the permit, which can be found in the fee schedule located in the body of the permit.

STATE OF OKLAHOMA
 COUNTY OF PITTSBURG
 APPLICATION FOR PERMIT
 PUBLIC SERVICE/PIPELINE CROSSING

We, the undersigned, hereby petition the Board of County Commissioners, Pittsburg County, to grant a permit for a public service, pipeline crossing, ingress and egress, or line installation as described below and in accordance with the provisions as listed.

PLEASE PRINT
 PUBLIC SERVICE/PIPELINE OWNER NAME: H2 Services LLC

CONTACT: Craig Hamilton EMAIL: H2.services@yahoo.com

ADDRESS: PO Box 1310 PHONE: 405-388-9049

CITY: Guthrie STATE: OK ZIP CODE: 73044

CONSTRUCTION COMPANY NAME: Same

CONTACT: _____ EMAIL: _____

ADDRESS: _____ PHONE: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TYPE OF INSTALLATION (Please mark all boxes that apply)				
<input type="checkbox"/> Electric	<input type="checkbox"/> Permanent Line	<input type="checkbox"/> Salt Water	<input type="checkbox"/> Residential	<input type="checkbox"/> Boring
<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Temporary Line	<input checked="" type="checkbox"/> Fresh Water	<input type="checkbox"/> Commercial	<input type="checkbox"/> Trenching
<input type="checkbox"/> Oil		<input type="checkbox"/> Other	<input type="checkbox"/> Agricultural	<input checked="" type="checkbox"/> In/Through existing culvert
<input checked="" type="checkbox"/> Water			<input type="checkbox"/> Oil/Gas Service Road	<input type="checkbox"/> Temporary Road Cross Bridge
<input type="checkbox"/> Telephone			<input type="checkbox"/> Other	<input type="checkbox"/> Other:
<input type="checkbox"/> Sewer				
<input type="checkbox"/> Other				

This permit is to erect, construct and maintain a Temporary Line along, upon and across the hereinafter said county highway/road for the purpose of transporting, selling, and using Fresh Water.

LOCATION

Beginning at 35° 06' 10.39N 95° 55' 55.63W and Cross freeway route Byington School Road
GPS Location (in decimals) Cross or Parallel County Road Name

Approximately .05 miles North of Regan Road and ending at
North, South, East, West Name of Closest Intersecting Road or Highway

35° 06' 53.23N 95° 56' 51.48W Embraced in Section 04 Township 07 Range 13E
GPS Location (in decimals)

PIPELINES	ELECTRIC
SIZE <u>12"</u> ALLOY/MATERIAL <u>layflat hose</u> WALL THICKNESS _____ CONTENTS <u>Freshwater</u> MFG. TEST PRESSURE <u>120 psi</u> MAX. OPERATING PRESSURE <u>60 psi</u> WORKING PRESSURE <u>100 psi</u>	VOLTAGE _____ CONDUCTOR SIZE _____ TYPE OF STRUCTURE _____ RULING SPAN _____
COMMUNICATIONS	SERVICE ENTRANCE
WIRES/PAIRS/STRANDS _____ GAUGE _____ CABLE TYPE _____	DIAMETER OF CULVERT PIPE _____ LENGTH OF CULVERT PIPE _____

CASING SIZE _____ ALLOY/MATERIAL _____ WALL THICKNESS _____

FLOODPLAIN ADMINISTRATOR'S REVIEW

Upon review, I, Tawanna Cathey, a Floodplain Administrator for Pittsburg County, have determined that the above-referenced public service/pipeline crossing permit:

_____ Does X Does Not

fall within any floodplain.


 Signature, Pittsburg County Floodplain Administrator

(Administrator: Please attach a copy of the floodplain permit and receipt where permit was paid if road crossing is within a floodplain)

If granted, this permit is subject to the following conditions, requirements and covenants, to-wit, please initial that you have read each condition, requirement or covenant:

1. Applicant/contractor is aware that all road crossing permits for PITTSBURG COUNTY shall require approval from the Pittsburg County Floodplain Administrator's Office and that all permits and fees owed to the Floodplain Administrator's Office will be paid in full before approval is given by the Board of County Commissioners.

Initial: SR

2. Application for road crossing must be submitted *no later than 5 days before a meeting* of the Board of County Commissioners with a check for the amount of permit made payable to the Pittsburg County Commissioners. The petitioner/contractor shall contact the County Commissioners Office at the completion of crossing for an onsite inspection.

Initial: SR

3. The applicant must agree to hold Pittsburg County harmless for any damage or injury to persons or property caused by or resulting from the construction, maintenance, operation, or repair of the facilities on, under, or over the County right-of-way. The petitioner/contractor will be responsible for any damage resulting from deviation of the plat.

Initial: SR

4. All crossings shall be bored on blacktop/asphalt roads. Cutting may be permitted on dirt roads, ditches, or other surfaces with approval from the Board of County Commissioners. Blasting is not permitted.

Initial: SR

5. In construction pipelines or utility routes that cross county highways or roads, NO DITCH, TRENCH, OR BORING, shall be done by the applicant/contractor until approved by the Board of County Commissioners. All ditching and trenching shall be completed to the County Commissioner's specifications. Applicants, contractors or owners shall maintain crossing. (Signs, grass, brush control, etc.)

Initial: SR

6. The petitioner/contractor shall furnish all flag men, lights, barricades, and warning signs meeting all laws and regulations, including those in the "Manual on Uniform Traffic Control Devices" appropriate for the construction project. The petitioner/contractor agrees to keep the road open to traffic unless approved by the Board of County Commissioners. At the conclusion of such work, the right-of-way must be in a presentable condition.

Initial: SR

7. When notified to do so by the Board of County Commissioners, the petitioner/contractor agrees at their expense to make all changes in the facility on County right-of-way.

Initial: SR

8. Relocation – Applicant, upon 30 days written notice, agrees to relocate utilities at their expense should it interfere with County construction and/or maintenance.

Initial: SR

9. Aerial facilities – Clearance above the traffic lanes of the road at all aerial pole line crossings shall comply with applicable safety codes and will not be less than 20 feet. All poles, posts, stubs, fixtures, down guys, wires, and other appurtenances must be kept in good repair at all times and free from weeds and brush within a 5-foot area of the installation. These facilities, when paralleling the roadway, shall be single pole construction and located within 3 feet of the fence line, if a fence exists. If no fence exists, the right-of-way shall be located by an Oklahoma Registered Land Surveyor at the petitioner's expense and a copy provided to the Board prior to construction. All crossings shall be as nearly perpendicular as possible. Facility shall not interfere with the natural flow of waters or ditch.

Initial: SR

10. Underground facilities – All shall be a minimum of 5 feet below the elevation of the center line of the road, but not less than 4 feet below the bottom of the ditch. Crossings shall be encased from right-of-way line to right-of-way line and be vented off the right-of-way lines. Concrete caps of 4' wide and 6" deep may be required from edge of road to fence line. Identification markers shall be installed at each right-of-way line directly above the facility. The markers must identify the owner's name, address and telephone

number, size of facility, and emergency contact number in black with a yellow background. Marker must be at least 130 sq. inches in area and erected at a height plainly visible from the road right-of-way.

All underground electric cable crossings must be placed in a conduit and be a minimum of 4 feet below the ditch flow lines. Conduit placed beneath a roadway must be steel, HDPE, heavy-duty PVC, or fiberglass if it is designed to withstand roadway loading and is properly protected.

Steel pipelines crossing the right-of-way may be, upon approve of the Commissioner, installed without encasement if the carrier pipe material within the right-of-way is superior to the carrier pipe material outside the right-of-way by being of steel at least one grade better and of the same wall thickness, or a minimum of one wall thickness greater and of the same alloy. Pipe must be properly protected from corrosion.

Facilities such as water and sanitary sewer lines crossing the county right-of-way shall be encased. Maintenance will be performed by a method that will not disturb the through lanes or interfere with traffic. All conduits shall be sufficient to withstand roadway loadings.

Initial: SR

11. All section corners and ¼ section corners shall be protected. No pipeline or utility line shall cross an intersection diagonally. No liens shall cross within 50 feet of a ¼ section corner or 100' of a bridge.

Initial: SR

12. Owners of all facilities shall be responsible, at their own expense, for decommissioning of sites. Roads and right-of-way shall be restored to the original condition or better.

Initial: SR

13. All road crossings shall comply with all Department of Transportation and/or Oklahoma Corporation Commission pipeline safety standards rules and regulations in effect at the time of the permit.

Initial: SR

14. All pipelines made of non-metallic materials must have a tracer wire installed so the pipeline can be located from above the ground.

Initial: SR

15. Above ground water lines are temporary and shall be placed within three (3) feet of fence line or county right-of-way as not to disrupt road maintenance. All temporary water lines shall be marked or identified with a company contact number or sign at every county road crossing.

The type of temporary road crossing, either above the road surface or trenched, are at the discretion of the individual commissioner. Trenched lines shall be at sufficient depth as to not interfere with normal maintenance and shall be removed at applicant's expense. The owner, firm or company requesting the permit for temporary or permanent line(s) shall be responsible for all damages to county roads or right-of-way caused by such installation. Temporary installation permits are for a period of thirty (30) days. A new permit will be required for each thirty (30) day time period.

Initial: SR

16. Any pipe or tin horns to be installed shall be a beveled end at a 45° angle with concrete end treatments. The commissioner shall approve proper diameter of pipe.

Initial: SR

FEE SCHEDULE
(Check must accompany permit)

Floodplain Inspection Fee (if necessary).....	\$50.00 each
Floodplain Oil & Gas Pipeline Burial Permit Fee	\$300.00 each
Floodplain Permit extension	1/2 of permit fee each
(all floodplain permits expire 6 months for original permit date)	
Road Bore - Permanent	\$1,000.00 each
Domestic or livestock water 3" diameter or less	N/C
Cut or trenched permanent.....	\$1,500.00 each
Temporary lines through culverts/bridges	\$1,500.00 each
Temporary buried line, cut or trenched	\$1,500.00 each
Temporary Road Crossing Bridge	\$1,500.00 each

NOTE: FAILURE TO NOTIFY COMMISSIONERS OF HEAVY LOAD MOVEMENT OR IF A LINE OR SERVICE ENTRANCE IS PLACED IN COUNTY RIGHT-OF-WAY WITHOUT THE PROPER PERMIT(S) MAY RESULT IN A FINE UP TO \$5,000 PLUS COURT COSTS

PETITIONER/CONTRACTOR'S ATTESTMENT

I hereby attest to the accuracy of the information contained on this application. I further certify that, in my professional opinion, the facility line is installed; the drawings, plans and specifications therefore comply in all respects with the requirement of said permit.

Sharon Roberson

Petitioner/Contractor Signature

08/28/2023

Date

405-388-9049

Office Manager

Title

Phone Number

PERMIT APPROVAL

The undersigned Board of County Commissioners, Pittsburg County, do hereby grant the crossing described in the application hereinabove set forth; provided that, the same shall be subject to the terms and conditions of the application incorporated herein by this reference.

Approved on the 15th day of September, 20 23.

Pittsburg County District # 3

Company Check# _____ Date of Check _____ Amount of Check _____

COMMISSIONERS COMMENTS/CHANGES:

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



[Signature]
District 1 Commissioner

[Signature]
District 2 Commissioner

[Signature]
District 3 Commissioner

[Signature]
County Clerk

**PITTSBURG COUNTY COMMISSIONER
SEPTEMBER 18, 2023
MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on September 18, 2023 at 9:00 A.M., Meeting held in County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:46 A.M., September 15, 2023.

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

2. ROLL CALL: Charlie Rogers Present
Ross Selman Present
Kevin Smith Present

3. APPROVAL OF AGENDA: Smith made a motion to approve the agenda with corrections to item 9M to read window washing not roof project, strike item 9K and table item 9S; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MEETING MINUTES:

A. REGULAR MEETING FROM SEPTEMBER 11, 2023: The minutes from the previous meeting, September 11, 2023 regular meeting were read. Selman made a motion to approve the minutes as read; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman

NAY: None.

Abstain: Kevin Smith

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

6. OFFICIALS – DEPARTMENT REPORTS:

A. COUNTY CLERK:

i. LETTER REMOVING AND ADDING REQUISITIONING OFFICER FOR QUINTON FIRE DEPARTMENT: Rogers read the changes to the requisitioning officer.

7. FISCAL TRANSACTIONS:

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

C. MONTHLY REPORTS: None.

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
Jail	2623	\$ 500.00	White's Electric
District 3	2624	\$1,000.00	OK Tire
District 2	2625	\$1,500.00	Kiamichi Automotive
District 1	2626	\$ 500.00	Weldon Parts
District 2	2629	\$1,000.00	Unifirst
Sam's Point Fire Dept	2631	\$ 500.00	O'Reilly's
Haileyville Fire Dept	2632	\$1,500.00	Kiamichi Automotive

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS: None.

9. AGENDA ITEMS:

A. RESOLUTION 24-066 TO DECLARE ITEMS SURPLUS TO BE SOLD BY SEALED BID – DISTRICT 2: Sandra Crenshaw stated that the resolution is for district 3 not district 2. Rogers read the resolution stating the following item.

DESCRIPTION	INVENTORY #	SERIAL/VIN #
2012 Chevrolet Impala	D3-331.1A	2G1WD5E33C1237369

Rogers made a motion to approve the resolution with the correction to read District 3; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

B. RESOLUTION 24-067 TO CANCEL PURCHASE ORDER FY 23-24 – DISTRICT 3:

Rogers read the resolution stating purchase order 2094. Smith made a motion to cancel the purchase order; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

C. RESOLUTION 24-068 TO CANCEL PURCHASE ORDERS FY 22-23 – DISTRICT 3:

Rogers read the resolution stating purchase orders 4548, 4837, 5540 and 11174. Rogers made a motion to cancel the purchase orders; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

D. RESOLUTION 24-069 TO CANCEL PURCHASE ORDER - BOCC:

Rogers read the resolution stating purchase order 8532. Rogers made a motion to cancel the purchase order; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

E. RESOLUTION 24-070 TO CANCEL PURCHASE ORDER – FIRE FIGHTERS ASSOCIATION: Rogers read the resolution stating purchase order 3074. Smith made a motion to cancel the purchase order; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

F. RESOLUTION 24-071 TO CANCEL PURCHASE ORDER – TANNEHILL FIRE DEPT: Rogers read the resolution stating purchase order 7692. Rogers made a motion cancel the purchase order; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

G. RESOLUTION 24-072 TO CANCEL PURCHASE ORDER – CANADIAN SHORES FIRE DEPT: Rogers read the resolution stating purchase order 1039. Rogers made a motion cancel the purchase order; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

H. RESOLUTION 24-073 TO CANCEL PURCHASE ORDER – CANADIAN FIRE DEPT: Rogers read the resolution stating purchase order 7698. Rogers made a motion to cancel the purchase order; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

I. RESOLUTION 24-074 TO CANCEL PURCHASE ORDER – BUGTUSSE FIRE DEPT: Rogers read the resolution stating purchase order 4826. Smith made a motion to cancel the purchase order; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

J. RESOLUTION 24-075 TO CANCEL PURCHASE ORDERS – INDIANOLA FIRE DEPT: Rogers read the resolution stating purchase orders 55, 1046, 1893, 4058, 4833, 5889, 7717 and 8935. Selman made a motion to cancel the purchase orders; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

K. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO SUBMIT AN OPIOID ABATEMENT GRANT APPLICATION THROUGH THE OKLAHOMA OFFICE OF THE ATTORNEY GENERAL: The item was stricken during the approval of the agenda.

L. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPORVE CONTRACT WITH GUARDIAN RFID FOR INMATE TRACKING – SHERIFF: Sheriff Morris explained the tracking system and how it can be used for records. Selman made a motion to approve the contract; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

M. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE PAY APPLICATION NO. 1 TO GARLAND/DBS, INC. FOR COURTHOUSE WINDOW CLEANING PROJECT: Rogers made a motion to strike the item from the agenda; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

N. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE PAY APPLICATION NO. 4 TO CRAWFORD ROOFING FOR COURTHOUSE ROOF PROJECT: Sandra Crenshaw explained the pay application stating that only \$13,888.00 is being paid to Crawford and the remainder of \$12,912.00 will be paid to FW Walton for the repair work that was performed. Smith made a motion to approve the pay application; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

O. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE PAYMENT TO FW WALTON FOR COURTHOUSE ROOF PROJECT: Smith made a motion to approve the payment; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

P. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE TRANSCRIPT OF PROCEEDINGS; APPROVE/DISAPPROVE RESOLUTION 24-076 FOR COMMISSIONERS' SALE; APPROVE & SIGN COUNTY DEED, ALL FOR LOT 13 BLK 5 HIDDEN VALLEY, LOT 19 BLK 13 PINEY CREEK #9 – TREASURER: Smith made a motion to approve the commissioner's sale; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

Q. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE TRANSCRIPT OF PROCEEDINGS; APPROVE/DISAPPROVE RESOLUTION 24-077 FOR COMMISSIONERS' SALE; APPROVE & SIGN COUNTY DEED, ALL FOR N 5' OF S 45' OF W 60' FOR LOT 7 & 35' OF S 45' OF E 77' OF LOT 7 BLK 225 SO MCALESTER – TREASURER: Smith made a motion to approve the commissioner's sale; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

**R. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE
SUBDIVISION PLAT FOR EUFAULA COVE – DISTRICT 1:** Rogers made a motion to
approve the plat with accepting the existing county road; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

**S. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE
SUBDIVISION PLAT FOR FALCON FLATS – DISTRICT 2:** Rogers made a motion to
table the item from the agenda; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

10. ROAD CROSSING PERMIT:

A. PERMIT 24.005, H2 SERVICES LLC TEMPORARY WATER LINE – DISTRICT 3:
Selman made a motion to approve the road crossing permit; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

11. NEW BUSINESS:

**CONSIDERATION AND POSSIBLE ACTION WITH RESPECT TO ANY OTHER
MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE BEEN
FORESEEN PRIOR TO THE POSTING OF THIS AGENDA:** Smith stated that the Pitt 8
basketball tournament is on the schedule for the expo.

12. 10:00 A.M. – PUBLIC HEARINGS: None.

13. 10:00 A.M. – BID OPENINGS: None.

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2023-2024

Date Range: 09/18/2023 to 09/18/2023

PO	Warrant No.	Vendor Name	Purpose	Amount
Animal Shelter				
1316-1-8020-2005				
000059	000134	H2O DEPOT	WATER & COOLER RENT	\$ 35.70
001240	000135	H2O DEPOT	WATER & COOLER RENT	\$ 53.70
001504	000136	COMDATA	FUEL	\$ 71.68
002033	000137	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 135.18
002067	000138	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES	\$ 217.84
002089	000139	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 99.58
002101	000140	WALMART COMMUNITY CARD	DOG FOOD	\$ 746.88
002119	000141	PRO KILL INC.	PEST CONTROL SERVIC	\$ 80.00
002234	000142	CENTER, EWELL	VET SERVICES	\$ 700.00
002465	000143	MWI VET SUPPLY	VET SUPPLIES	\$ 1,189.63
002531	000144	ATWOODS	LITTER	\$ 287.52
002549	000145	CENTER, EWELL	VET SERVICES	\$ 700.00
002550	000146	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 1,900.74
002579	000147	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 135.00
			Total:	\$ 6,353.45
1316-1-8020-4110				
002576	000148	BUTLER CONSTRUCTION & EXCAVATI	AWNING	\$ 0.00
			Total:	\$ 0.00
ARPA 2021				
1566-1-2000-4110				
001419	000007	JOHNSON CONTROLS	HVAC EQUIPMENT	\$ 33,600.60
			Total:	\$ 33,600.60
CBRI				
1103-6-4100-2075				
001085	000025	ERGON ASPHALT & EMULSIONS	DEMURRAGE	\$ 227.50
001743	000026	ERGON ASPHALT & EMULSIONS	DEMURRAGE	\$ 70.00
002079	000027	DOLESE	1 1/2" CRUSHER RUN	\$ 5,242.49
			Total:	\$ 5,539.99

PO Warrant No. Vendor Name Purpose Amount

Donations

1235-1-8020-2202				
002102	000004	WALMART COMMUNITY CARD	DOG TREATS	\$ 304.67
002103	000005	ATWOODS	DOG TREATS	\$ 226.82
			Total:	\$ 531.49

Econ Dev Trust

7603-4-0500-2005				
000006	000068	UNIFIRST CORP.	FLOOR MATS AND ETC	\$ 39.54
000698	000069	COMDATA	FUEL	\$ 122.97
001255	000070	COMDATA	FUEL	\$ 732.78
002375	000071	JOHNNYS A STREET MARKET	INMATE LUNCHES	\$ 13.93
002412	000072	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 261.22
002422	000073	HERRINGSHAW WASTE MANAGEMEN	MONTHLY SERVICE	\$ 130.00
002512	000074	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 39.00
			Total:	\$ 1,339.44

Emergency Mgmt

1212-2-2700-2005				
002393	000029	BIZ-TEL	LABOR	\$ 110.00
002581	000030	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 1,645.09
002582	000031	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 225.00
002583	000032	VYVE BROADBAND	MONTHLY SERVICE	\$ 173.74
			Total:	\$ 2,153.83

Equitable Sharing - DOJ

1243-1-0200-2005				
001754	000002	GALLS LLC	HELMET	\$ 843.99
			Total:	\$ 843.99

General

0001-1-0100-2005				
000085	000812	H2O DEPOT	BOTTLED WATER ETC.	\$ 62.20
000986	000813	H2O DEPOT	BOTTLED WATER ETC.	\$ 87.70
001214	000814	AMAZON CAPITAL SERVICES INC.	OFFICE SUPPLIES	\$ 304.63
002126	000815	STAPLES	OFFICE SUPPLIES	\$ 126.80
002530	000816	ACCESS	SHRED SERVICE	\$ 97.65
002604	000817	PITNEY BOWES INC	POSTAGE METER LEASE	\$ 75.00

PO Warrant No. Vendor Name Purpose Amount

General

0001-1-0100-2005

Total: \$ 753.98

0001-1-0600-2005

002269	000818	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 467.19
002449	000819	QUADIENT LEASING	POSTAGE METER LEASE	\$ 1,032.15
002516	000820	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 39.00

Total: \$ 1,538.34

0001-1-0800-2005

002438	000821	ACCO	REGISTRATION FEES	\$ 70.00
002511	000822	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 39.00

Total: \$ 109.00

0001-1-1000-2005

002131	000823	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 868.96
002440	000824	ACCO	REGISTRATION FEES	\$ 95.00
002546	000825	PITNEY BOWES BANK INC RESERVE A	POSTAGE	\$ 1,000.00

Total: \$ 1,963.96

0001-1-1700-2005

002223	000826	WEEKLY BARGAIN JOURNAL	BUSINESS CARDS	\$ 369.90
002414	000827	KIAMICHI AUTOMOTIVE WAREHOUSE	WINDSHIELD WIPERS	\$ 15.99
002425	000828	XEROX CORPORATION	COPIER LEASE	\$ 310.75

Total: \$ 696.64

0001-1-2200-2005

001752	000829	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 39.00
002592	000830	MILLER OFFICE EQUIPMENT	COPY OVERAGE	\$ 67.35

Total: \$ 106.35

0001-1-3300-2005

001725	000831	SIGNS BY JADE	SIGNS	\$ 260.00
002402	000832	LINGO COMMUNICATIONS	MONTHLY SERVICE	\$ 133.26
002521	000833	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 804.28
002536	000834	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 591.15
002588	000835	DIGI SECURITY SYSTEMS	TROUBLESHOOT CAMER	\$ 245.00
002611	000836	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 550.95

Total: \$ 2,584.64

PO Warrant No. Vendor Name Purpose Amount

Highway

1102-6-4300-2005
 002443 000523 ACCO REGISTRATION FEES \$ 95.00
Total: \$ 95.00

Hwy-ST

1313-6-8040-2005
 001249 000571 COMDATA FUEL \$ 449.76
 001251 000572 H20 DEPOT WATER & COOLER RENT \$ 44.20
 002232 000573 DOLESE #4 SCREENINGS \$ 5,349.25
 002397 000574 RAM INC FUEL \$ 8,359.20
 002417 000575 ASPHALT & FUEL SUPPLY ROAD OIL \$ 35,791.00
 002421 000576 HERRINGSHAW WASTE MANAGEMEN MONTHLY SERVICE \$ 90.00
 002451 000577 ASPHALT & FUEL SUPPLY ROAD OIL \$ 17,185.00
 002519 000578 ADAMS TRUE VALUE SHOVEL \$ 120.00
 002534 000579 ASPHALT & FUEL SUPPLY ROAD OIL \$ 18,431.00
 002535 000580 VYVE BROADBAND MONTHLY SERVICE \$ 278.88
 002539 000581 LOWES BATTERY ETC \$ 86.33
 002540 000582 RAM INC FUEL \$ 9,654.35
 002590 000583 PUBLIC SERVICE CO. OF OKLAHOMA MONTHLY SERVICE \$ 2,140.19
Total: \$ 97,979.16

1313-6-8041-2005

000008 000584 LINDLEYS GROCERY SHOP/OFFICE SUPPLIES \$ 168.23
 001247 000585 COMPLIANCE RESOURCE GROUP DRUG TESTING \$ 78.00
 001789 000586 VAUGHN, ARCHIE ELECTRICIAN SERVICES \$ 1,500.00
 001994 000587 DOLESE 1 1/2 CRUSHER RUN \$ 5,186.70
 002181 000588 T & W TIRE TIRES & SERVICES \$ 964.29
 002247 000589 TRUE VALUE HARTSHORNE HITCH PARTS \$ 110.55
 002254 000590 T & W TIRE TIRES & SERVICES \$ 1,064.40
 002288 000591 T & W TIRE TIRES & SERVICES \$ 1,095.58
 002307 000592 TRUE VALUE HARTSHORNE RAKES \$ 57.98
 002319 000593 LOWES MAGNETS \$ 47.49
 002324 000594 JAMES SUPPLIES OXYGEN ETC. \$ 20.77
 002349 000595 KIAMICHI AUTOMOTIVE WAREHOUSE OIL FILTER \$ 19.99
 002363 000596 RAM INC FUEL \$ 6,134.56
 002381 000597 AMAZON CAPITAL SERVICES INC. IPAD ACCESSORIES \$ 181.95
 002410 000598 RAM INC FUEL \$ 3,221.28
 002436 000599 YELLOW HOUSE MACHINE WINDOW GUARD \$ 2,000.00
 002437 000600 LOWES PAINT & SUPPLIES \$ 164.79
 002445 000601 YELLOW HOUSE MACHINE WINDOW ETC \$ 1,152.71
 002457 000602 PUBLIC SERVICE CO. OF OKLAHOMA MONTHLY SERVICE \$ 147.31
 002524 000603 RAM INC FUEL \$ 2,922.15
 002528 000604 ESTATE OF I. JACK STEPHENS LEASE AGREEMENT \$ 250.00

PO Warrant No. Vendor Name Purpose Amount

Hwy-ST

1313-6-8041-2005

002529	000605	H2O DEPOT	WATER & COOLER RENT	\$ 18.40
002569	000606	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 48.56
002570	000607	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 33.06

Total: \$ 26,588.75

1313-6-8042-2005

000199	000608	YELLOW HOUSE MACHINE	SWITCH	\$ 63.82
000983	000609	H2O DEPOT	WATER & COOLER RENT	\$ 44.20
001170	000610	TWIN CITIES READY MIX	CONCRETE	\$ 2,654.85
001235	000611	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 74.00
001349	000612	TWIN CITIES READY MIX	CONCRETE	\$ 2,660.00
001445	000613	STEWART MARTIN EQUIPMENT	KEYS	\$ 81.09
001660	000614	TWIN CITIES READY MIX	CONCRETE	\$ 2,495.84
001922	000615	JAMES SUPPLIES	WELDING SUPPLIES	\$ 127.14
001995	000616	STAPLES ADVANTAGE	MONITORS ETC	\$ 369.98
002032	000617	JAMES SUPPLIES	WELDING SUPPLIES	\$ 237.60
002070	000618	PRO KILL INC.	PEST CONTROL	\$ 74.00
002228	000619	IRWIN TRAILER LLC	VALVE	\$ 99.91
002233	000620	WELDON PARTS INC.	HOSE & FITTINGS	\$ 54.36
002415	000621	RAM INC	FUEL	\$ 6,518.03
002416	000622	RAM INC	DIESEL	\$ 7,368.84
002453	000623	HATCO FARM & RANCH	SEEDS	\$ 111.00
002505	000624	STANDARD MACHINE & WELDING	REPAIR CYLINDER	\$ 480.00

Total: \$ 23,514.66

1313-6-8043-2005

000034	000625	ADAMS TRUE VALUE	SHOP SUPPLIES	\$ 119.15
000048	000626	O REILLY AUTO PARTS	PARTS & SHOP SUPPLIE	\$ 368.28
001242	000627	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 969.20
001252	000628	T & W TIRE	TIRES & SERVICES	\$ 880.00
001661	000629	HOLT TRUCK CENTERS	RESERVOIR TANK	\$ 509.81
001786	000630	WARREN POWER & MACHINERY INC.	WINDOW SEAL	\$ 201.34
001885	000631	KIAMICHI AUTOMOTIVE WAREHOUSE	EQUIPMENT PARTS	\$ 231.80
002049	000632	P & K EQUIPMENT INC	EQUIP PARTS	\$ 4.92
002108	000633	BRUCKNER TRUCK SALES INC	VALVE ETC.	\$ 242.09
002150	000634	WELDON PARTS INC.	FITTING ETC.	\$ 45.51
002155	000635	MARSHALL, CRYSTAL	SHIRTS	\$ 80.00
002201	000636	WELDON PARTS INC.	MUD FLAPS	\$ 69.56
002227	000637	HDR SERVICES	TOWING	\$ 250.00
002202	000638	RAM INC	DIESEL	\$ 5,364.62
002224	000639	W.E. ALLFORD PROPANE	PROPANE	\$ 35.82
002251	000640	PEPSI-COLA BOTTLING CO.	BOTTLED WATER	\$ 300.00
002309	000641	WELDON PARTS INC.	BRAKE SHOES	\$ 194.75

PO	Warrant No.	Vendor Name	Purpose	Amount
Hwy-ST				
1313-6-8043-2005				
002317	000642	WARREN POWER & MACHINERY INC.	GRADER BLADES	\$ 2,914.37
002403	000643	DOBSON FIBER	MONTHLY INTERNET SE	\$ 106.64
002404	000644	FLEET PRIDE	BRAKE PARTS	\$ 296.06
002405	000645	RAM INC	FUEL	\$ 4,831.92
002411	000646	WARREN POWER & MACHINERY INC.	TROUBLESHOOTING	\$ 681.85
002446	000647	STANDARD MACHINE & WELDING	EQUIPMENT REPAIRS	\$ 632.00
002450	000648	LOWES	MAILBOX REPLACEMENT	\$ 63.89
002452	000649	PACE HEAT & AIR	WATER FOUNTAIN INSTA	\$ 525.00
002455	000650	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 178.92
002460	000651	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 740.28
002515	000652	WARREN POWER & MACHINERY INC.	EQUIPMENT REPAIR	\$ 2,307.60
002548	000653	RAM INC	FUEL	\$ 7,966.35
002617	000654	US CELLULAR	MONTHLY SERVICE	\$ 435.60
		Total:	\$ 31,547.33	
Jail-ST				
1315-2-8034-2005				
002100	000194	AMAZON CAPITAL SERVICES INC.	HEATING ELEMENT	\$ 52.69
002466	000195	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 9,290.66
002467	000196	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 132.26
		Total:	\$ 9,475.61	
1315-2-8034-2011				
002263	000197	INDIAN NATION WHOLESALE CO.	INMATE MEDICAL SUPPLI	\$ 127.48
		Total:	\$ 127.48	
Rural Fire-ST				
1321-2-8203-2005				
002609	000216	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
		Total:	\$ 212.14	
1321-2-8207-2005				
000108	000217	COMDATA	FUEL	\$ 104.45
001009	000218	COMDATA	FUEL	\$ 71.91
002458	000219	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 169.64
002459	000220	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
		Total:	\$ 558.14	

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8207-4110				
002545	000221	JIMMY JONES ELECTRIC LLC	GENERATORS ETC	\$ 9,654.89
			Total:	\$ 9,654.89
1321-2-8208-2005				
002605	000222	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 152.09
			Total:	\$ 152.09
1321-2-8210-2005				
002612	000223	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
			Total:	\$ 212.14
1321-2-8213-2005				
002616	000224	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
			Total:	\$ 212.14
1321-2-8215-2005				
002439	000225	KIAMICHI AUTOMOTIVE WAREHOUSE	BATTERIES	\$ 1,067.96
			Total:	\$ 1,067.96
1321-2-8216-2005				
002508	000226	KIAMICHI AUTOMOTIVE WAREHOUSE	LED LIGHTS ETC.	\$ 205.92
			Total:	\$ 205.92
1321-2-8218-2005				
001834	000227	T & W TIRE	TIRES	\$ 1,226.76
002022	000228	B & H TRUCK SERVICE LLC	REPAIRS AND MAINTENA	\$ 4,789.53
002537	000229	RURAL WATER DIST #18	MONTHLY SERVICE	\$ 200.00
002538	000230	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 111.92
002567	000231	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
002613	000232	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 27.53
			Total:	\$ 6,567.88
1321-2-8220-2005				
002520	000233	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
			Total:	\$ 212.14
1321-2-8221-2005				
002504	000234	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
			Total:	\$ 212.14

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8223-2005	000235	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
Total:				\$ 212.14
1321-2-8223-4130	000236	SECURITY NATIONAL BANK	LEASE PAYOFF	\$ 50,152.68
Total:				\$ 50,152.68
1321-2-8224-2005	000237	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
Total:				\$ 212.14
1321-2-8225-2005	000238	COMDATA	FUEL	\$ 263.27
002426	000239	RURAL WATER DIST #18	MONTHLY SERVICE	\$ 200.00
002427	000240	BANNER FIRE EQUIPMENT	UNIFORM PATCHES	\$ 170.00
002428	000241	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
002430	000242	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 127.00
002431	000243	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 166.67
002432	000244	H & H ALARM CO INC	MONTHLY SERVICE	\$ 42.50
002433	000245	US CELLULAR	MONTHLY SERVICE	\$ 44.48
Total:				\$ 1,226.06
1321-2-8226-2005	000246	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
Total:				\$ 212.14
1321-2-8229-2005	000247	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
Total:				\$ 212.14
SH Commissary				
1223-2-0400-2005	000053	COMMISSARY EXPRESS	INHOUSE COMMISSARY	\$ 2,492.12
002037	000054	AMAZON CAPITAL SERVICES INC.	PROGRAM SUPPLIES	\$ 331.40
002252	000055	AMAZON CAPITAL SERVICES INC.	CHEMICAL SPRAYERS	\$ 208.77
002434	000056	DIRECT DISCOUNT TIRE	TIRES	\$ 434.00
002462	000057	CODY LYLES DETAIL	PAINT ETC	\$ 1,600.00
002525	000058	OUTLAW TOWING & RECOVERY	TOWING	\$ 136.13
Total:				\$ 5,202.42

SH Svc Fee

1226-2-0400-2005

000079	000381	WALMART COMMUNITY CARD	EVIDENCE COLLECTION	\$ 81.80
000577	000382	BALCO UNIFORM CO. INC.	NAME PLATES	\$ 1,295.10
000644	000383	BALCO UNIFORM CO. INC.	NAME PLATES	\$ 11.50
000928	000384	BALCO UNIFORM CO. INC.	NAME TAGS	\$ 11.50
			Total:	\$ 1,399.90

1226-2-3400-2005

001296	000385	AMAZON CAPITAL SERVICES INC.	UNIFORMS ETC	\$ 600.18
001354	000386	AMAZON CAPITAL SERVICES INC.	UNIFORMS	\$ 377.38
002038	000387	AMAZON CAPITAL SERVICES INC.	CHAIN LINKS	\$ 91.69
002265	000388	BEMAC SUPPLY	PLUMBING REPAIRS	\$ 1,038.62
002268	000389	BEMAC SUPPLY	VALVE	\$ 206.10
002270	000390	SGC FOODSERVICE	JANITORIAL SUPPLIES	\$ 137.71
002276	000391	BEMAC SUPPLY	AIR FILTERS	\$ 393.14
002517	000392	BARLOW BUILT PERFORMANCE	AUTO REPAIR	\$ 593.44
002526	000393	VYVE BROADBAND	MONTHLY SERVICE	\$ 373.48
002527	000394	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 28.98
			Total:	\$ 3,840.72

1226-2-3400-2030

002463	000395	JAMES SUPPLIES	CYLINDER LEASE	\$ 21.39
002518	000396	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 171.77
			Total:	\$ 193.16

Grand Total: \$ 352,388.07

Purchase Orders By Account

Fiscal Year : 2022-2023

Date Range: 09/18/2023 to 09/18/2023

PO	Warrant No.	Vendor Name	Purpose	Amount
Health				
1216-3-5000-4110	010882 000455	MCALESTER HOME STORE LLC	CARPET	\$ 35,280.76
			Total:	\$ 35,280.76
Rural Fire-ST				
1321-2-8203-4110	008760 001179	FREEDOM FORD	TRUCK	\$ 48,578.00
			Total:	\$ 48,578.00
1321-2-8207-2005	010775 001180	COMDATA	FUEL	\$ 50.18
			Total:	\$ 50.18
1321-2-8221-4110	006314 001181	CASCO INDUSTRIES	BUNKER GEAR	\$ 14,740.00
			Total:	\$ 14,740.00
SH Svc Fee				
1226-2-3400-4110	010468 002302	SHEEHAN'S OFFICE INTERIORS INC	OFFICE FURNITURE	\$ 5,346.00
			Total:	\$ 5,346.00
			Grand Total:	\$ 103,994.94