



# 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**

DATE: January 16, 2024  
TIME: 9:00 A.M.  
PLACE: COUNTY COMMISSIONERS CONFERENCE ROOM  
PITTSBURG COUNTY COURTHOUSE  
115 EAST CARL ALBERT PARKWAY, ROOM 100B  
MCALESTER, OKLAHOMA

JAN 11 2024

4:55 AM

TIME  
HOPE TRAMMELL, COUNTY CLERK  
PITTSBURG COUNTY

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

\*\*\*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:  
ROSS SELMAN - CHAIRMAN  
CHARLIE ROGERS - VICE-CHAIRMAN  
KEVIN SMITH - MEMBER
3. APPROVAL OF AGENDA
4. APPROVE/DISAPPROVE MEETING MINUTES

A. Regular Meeting from January 8, 2024

### 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 changing Requisitioning & Receiving Officers- Assessor

### 7. FISCAL TRANSACTIONS

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

D. Blanket Purchase Orders

8. UNFINISHED BUSINESS

- A. Award Bid No. 12, One (1) or more, Type 6 Wildland Fire Apparatus, Lease Purchase with Financing Included

9. AGENDA ITEMS

- A. Mike Cathey to address the Board regarding a private fund development for the Southeast Expo Center, etc.
- B. Discussion, Consideration and Possible Action to Approve Renewal Maintenance Contract Proposal between Miller Office Equipment and District 1
- C. Discussion, Consideration and Possible action to approve the Planned Service Agreement between the Pittsburg County Animal Shelter and Johnson Controls
- D. Resolution 24-172 to Approve Safety Awards – Assessor
- E. Resolution 24-173 to Approve Safety Awards – Treasurer
- F. Resolution 24-174 to Approve Safety Awards – Court Clerk
- G. Resolution 24-175 to Approve Safety Awards – County Clerk
- H. Resolution 24-176 to Approve Safety Awards – Sheriff
- I. Resolution 24-177 to Approve Safety Awards – Election Board
- J. Resolution 24-178 to Approve Safety Awards – Board of County Commissioners
- K. Resolution 24-179 to Approve Safety Awards – District 1
- L. Resolution 24-180 to Approve Safety Awards – District 2
- M. Resolution 24-181 to Approve Safety Awards – District 3
- N. Resolution 24-182 to Approve Safety Awards – Animal Shelter
- O. Resolution 24-183 to Cancel Purchase Orders- District 3
- P. Resolution 24-184 to Cancel Purchase Order- Sheriff
- Q. Resolution 24-185 to Accept Donation -Animal Shelter
- R. Resolution 24-186 to rescind Six Month Bid for Grader Blades and re-award-BOCC
- S. Resolution 24-187 to Declare Item Surplus- Haywood/Arpelar VFD
- T. Resolution 24-188 to Advertise for Bids for the Construction of a building to house the Pittsburg County Election Board
- U. Resolution 24-189 to Declare items junk- Assessor
- V. Executive Session
- i. To Discuss the pending litigation in the case City of McAlester Vs. Board of County Commissioners Pittsburg County Case No. CV-2024-00001 pursuant Oklahoma Statutes, Title 25 § 307.B.4
- W. Executive Session
- i. To Perform the Personnel Performance Evaluation to Richard Fry, Asphalt Plant Laborer, in accordance with Oklahoma Statutes, Title 25 § 307.B.1
- ii. To Perform the Personnel Performance Evaluation of Jason Morris, Courthouse Housekeeping, in accordance with Oklahoma Statutes, Title 25 § 307.B.1
- iii. To Perform the Personnel Performance Evaluation of Leslie Gray, 2<sup>nd</sup> Deputy BOCC, in accordance with Oklahoma Statutes, Title 25 § 307.B.1
- iv. To Perform the Personnel Performance Evaluation of Raymond Orr, Expo Center 3<sup>rd</sup> Deputy, in accordance with Oklahoma Statutes, Title 25 § 307.B.1

**10. ROAD CROSSING PERMITS**

None.

**11. NEW BUSINESS**

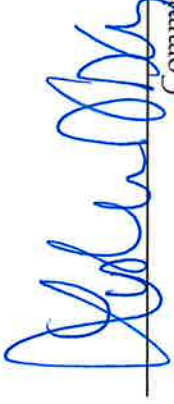
CONSIDERATION AND POSSIBLE ACTION WITH RESPECT TO ANY OTHER MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE BEEN FORESEEN PRIOR TO THE POSTING OF THIS AGENDA.

**12. 10:00 A.M. – PUBLIC HEARINGS**

None.

**13. 10:00 A.M. – BID OPENINGS**

**14. RECESS/ADJOURNMENT**



Commissioners' Assistant

**PITTSBURG COUNTY COMMISSIONER  
JANUARY 16, 2024  
MEETING MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on January 16, 2024 at 9:00 A.M., Meeting held in the County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 4:55 P.M., January 11, 2024.

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

**2. ROLL CALL:** Roll was called.

Ross Selman	Absent
Charlie Rogers	Present
Kevin Smith	Present

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

**AYE:** Charlie Rogers  
Kevin Smith

**NAY:** None.

Motion Passed.

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

**A. REGULAR MEETING, JANUARY 8, 2024:** The minutes from the previous meeting, January 8, 2024 regular meeting were read. Smith made a motion to approve the minutes; seconded by Rogers.

**AYE:** Charlie Rogers  
Kevin Smith

**NAY:** None.

Motion Passed.

**5. RECOGNITION OF GUESTS/PUBLIC COMMENTS:** None.

**6. OFFICIALS – DEPARTMENT REPORTS:**

**A. COUNTY CLERK:**

**i. LETTER CHANGING REQUISITIONING AND RECEIVING OFFICERS – ASSESSOR:** Rogers read the requisitioning and receiving officers for the Assessor's Office.

**7. FISCAL TRANSACTIONS:**

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

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AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

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

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

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

**D. BLANKET PURCHASE ORDERS:**

DEPT	PO	AMOUNT	VENDOR
Jail	6291	\$1,500.00	Jamesco
Expo	6294	\$ 500.00	Lowes
District 1	6289	\$ 500.00	Kiamichi Automotive
District 1	6292	\$ 500.00	O'Reilly's
District 2	6293	\$1,500.00	Kiamichi Automotive
District 3	6290	\$ 500.00	James Supply

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

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**8. UNFINISHED BUSINESS:**

**A. AWARD BID NO. 12, OND (1) OR MORE TYPE 6 WILDLAND FIRE APPARATUS, LEASE PURCHASE WITH FINANCING INCLUDED:** Rogers read a letter requesting that the bid be awarded to Watts Manufacturing as the lowest bid with the 10 year lease term. Smith made a motion to award the bid to Watts Manufacturing; seconded by Rogers.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**9. AGENDA ITEMS:**

**A. MIKE CATHEY TO ADDRESS THE BOARD REGARDING A PRIVATE FUND DEVELOPMENT FOR THE SOUTHEAST EXPO CENTER, ETC:** Mike Cathey stated that he has spent his career raising money and that he has been watching the expo and that he sees a lot of missed opportunities for private development funds. Cathey gave examples of corporations raising funds through sponsorships, to gain equipment such as the basketball court. Cathey stated that the expo belongs to the county not just a city and there needs to be a comprehensive plan to evaluate the assets. Cathey said that the plan should include what people who lease the property can or cannot do in terms of sponsorships and the second phase would be to implement the plan. Cathey gave examples of facilities marketing. Smith stated that he is interested in ways to support the facility and needs help and guidance with it. Cathey explained that he could work on a proposal and possible contract for review.

**B. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE RENEWAL MAINTENANCE CONTRACT PROPOSAL BETWEEN MILLER OFFICE EQUIPMENT AND DISTRICT 1:** Smith made a motion to approve the maintenance contract: seconded by Rogers.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**C. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PLANNED SERVICE AGREEMENT BETWEEN THE PITTSBURG COUNTY ANIMAL SHELTER AND JOHNSON CONTROLS:** Smith made a motion to approve the service agreement; seconded by Rogers.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**D. RESOLUTION 24-172 TO APPROVE SAFETY AWARDS - ASSESSOR:** Rogers made a motion to approve the resolution: seconded by Smith.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**E. RESOLUTION 24-173 TO APPROVE SAFETY AWARDS - TREASURER:** Rogers made a motion to approve the resolution: seconded by Smith.

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**AYE:** Charlie Rogers  
Kevin Smith

**NAY:** None.

Motion Passed.

**F. RESOLUTION 24-174 TO APPROVE SAFETY AWARDS – COURT CLERK:** Rogers made a motion to approve the resolution: seconded by Smith.

**AYE:** Charlie Rogers  
Kevin Smith

**NAY:** None.

Motion Passed.

**G. RESOLUTION 24-175 TO APPROVE SAFETY AWARDS – COUNTY CLERK:** Rogers made a motion to approve the resolution: seconded by Smith.

**AYE:** Charlie Rogers  
Kevin Smith

**NAY:** None.

Motion Passed.

**H. RESOLUTION 24-176 TO APPROVE SAFETY AWARDS – SHERIFF:** Smith made a motion to approve the resolution: seconded by Rogers.

**AYE:** Charlie Rogers  
Kevin Smith

**NAY:** None.

Motion Passed.

**I. RESOLUTION 24-177 TO APPROVE SAFETY AWARDS – ELECTION BOARD:** Smith made a motion to approve the resolution: seconded by Rogers.

**AYE:** Charlie Rogers  
Kevin Smith

**NAY:** None.

Motion Passed.

**J. RESOLUTION 24-178 TO APPROVE SAFETY AWARDS – BOARD OF COUNTY COMMISSIONERS:** Rogers made a motion to approve the resolution: seconded by Smith.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**K. RESOLUTION 24-179 TO APPROVE SAFETY AWARDS – DISTRICT 1:** Hope

Trammell asked District Attorney Sullivan if it is permissible to pay an employee's estate the safety award as it was do the employee and stated that he passed after the first of the year. Sullivan stated that it is permissible. Trammell also asked about the new Assessor being an employee and did not become the official until after the first of the year. Sullivan stated that is also permissible. Rogers made a motion to approve the resolution: seconded by Smith.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**L. RESOLUTION 24-180 TO APPROVE SAFETY AWARDS – DISTRICT 2:** Smith made a motion to approve the resolution: seconded by Rogers.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**M. RESOLUTION 24-181 TO APPROVE SAFETY AWARDS – DISTRICT 3:** Smith made a motion to approve the resolution: seconded by Rogers.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**N. RESOLUTION 24-182 TO APPROVE SAFETY AWARDS – ANIMAL SHELTER:**

Rogers made a motion to approve the resolution: seconded by Smith.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.



**O. RESOLUTION 24-183 TO CANCEL PURCHASE ORDERS – DISTRICT 3:** Rogers read the resolution stating purchase orders 6055 and 6013. Rogers made a motion to cancel the purchase orders; seconded by Smith.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**P. RESOLUTION 24-184 TO CANCEL PURCHASE ORDER - SHERIFF:** Rogers read the resolution stating purchase order 3600. Rogers made a motion to cancel the purchase order; seconded by Smith.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**Q. RESOLUTION 24-185 TO ACCEPT DONATION – ANIMAL SHELTER:** Rogers read the resolution. Smith made a motion to approve the resolution; seconded by Rogers.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**R. RESOLUTION 24-186 TO RESCIND SIX-MONTH BIDS FOR GRADER BLADES AND RE-AWARD - BOCC:** Hope Trammell explained the resolution stating that Welborn Sales has a minimum order of 5,000 pounds and that the lowest bidder without stipulations is Dub Ross Company. Smith made a motion to rescind the awarding of the bid and re-award to Dub Ross Company; seconded by Rogers.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**S. RESOLUTION 24-187 TO DECLARE ITEM SURPLUS – HAYWOOD/ARPELAR VFD:** Rogers read the resolution stating the following item.

DESCRIPTION	ITEM#	SERIAL/VIN#
2001 Ford F-350 Cab & Chassis	FD-HWARP-302.3	1FDWF36S31ED62911

Smith made a motion to approve the resolution; seconded by Rogers.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**T. RESOLUTION 24-188 TO ADVERTISE FOR BIDS FOR THE CONSTRUCTION OF A BUILDING TO HOUSE THE PITTSBURG COUNTY ELECTION BOARD:** Smith made a motion to approve the resolution; seconded by Rogers.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**U. RESOLUTION 24-189 TO DECLARE JUNK – ASSESSOR:** Rogers read the resolution stating the following items.

DESCRIPTION	ITEM#	SERIAL/VIN#
HP Computer	H-219-53	MXXL8270TMQ
HP Keyboard	H-221-58	BC2AA0FLUVVTD6
HP 22" Monitor	H-222-55	CNK816056Y

Rogers made a motion to approve the resolution; seconded by Smith.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**V. EXECUTIVE SESSION:**

**i. TO DISCUSS THE PENDING LITIGATION IN THE CASE CITY F MCALESTER VS. BOARD OF COUNTY COMMISSIOERS PITTSBURG COUNTY CASE NO. CV-2024-00001 PURSUANT TO OKLAHOMA STATUTES, TITLE 25 § 307.B.4:** Rogers made a motion to go into executive session; seconded by Smith.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

Smith made a motion to go out of executive session and back into regular session; seconded by Rogers.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**W. EXECUTIVE SESSION:**

- i. TO PERFORM THE PERSONNEL PERFORMANCE EVALUATION OF RICHARD FRY, ASPHALT PLANT LABORER, IN ACCORDANCE WITH OKLAHOMA STATUES, TITLE 25 § 307.B.1:**
- ii. TO PERFORM THE PERSONNEL PERFORMANCE EVALUATION OF JASON MORRIS, COURTHOUSE HOUSEKEEPING, IN ACCORDANCE WITH OKLAHOMA STATUES, TITLE 25 § 307.B.1:**
- iii. TO PERFORM THE PERSONNEL PERFORMANCE EVALUATION OF LESLIE GRAY, 2<sup>ND</sup> DEPUTY BOCC, IN ACCORDANCE WITH OKLAHOMA STATUES, TITLE 25 § 307.B.1:**
- iv. TO PERFORM THE PERSONNEL PERFORMANCE EVALUATION OF RAYMOND ORR, EXPO CNETER 3<sup>RD</sup> DEPUTY, IN ACCORDANCE WITH OKLAHOMA STATUES, TITLE 25 § 307.B.1:**

No action taken.

**10. ROAD CROSSING PERMITS:** None.

**11. NEW BUSINESS:**

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

**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; Selman made a motion to sign all approved claims and adjourn; seconded by Rogers.

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**AYE:** Charlie Rogers  
Kevin Smith

**NAY:** None.

**Motion Passed. Meeting Adjourned.**

# Purchase Orders By Account

Fiscal Year : 2023-2024

Date Range: 01/16/2024 to 01/16/2024

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Animal Shelter</b>				
<b>1316-1-8020-2005</b>				
005049	000411	H2O DEPOT	WATER & COOLER RENT	\$ 18.70
005925	000412	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES	\$ 323.67
006066	000413	ALL ABOUT U PLUMBING	REPAIRS	\$ 375.00
006174	000414	ATWOODS	DOG FOOD	\$ 413.86
006200	000415	CENTER, EWELL	VET SERVICES	\$ 700.00
006223	000416	UNITED PACKAGING & SHIPPING	SHIPPING	\$ 16.73
006245	000417	CITY OF MCALESTER	MONTHLY SERVICE	\$ 856.65
			<b>Total:</b>	<b>\$ 2,704.61</b>
<b>Donations</b>				
<b>1235-1-8020-2202</b>				
006175	000008	ATWOODS	DOG TREATS	\$ 127.92
			<b>Total:</b>	<b>\$ 127.92</b>
<b>1235-4-0500-2015</b>				
006238	000009	BAKER, HOLLY	BUCKLES	\$ 880.00
			<b>Total:</b>	<b>\$ 880.00</b>
<b>Econ Dev Trust</b>				
<b>7603-4-0500-2005</b>				
005038	000226	COMDATA	FUEL	\$ 591.22
005051	000227	H2O DEPOT	WATER & COOLER RENT	\$ 27.90
006115	000228	AMAZON CAPITAL SERVICES INC.	CONCESSION SUPPLIES	\$ 172.64
			<b>Total:</b>	<b>\$ 791.76</b>
<b>Equitable Sharing - DOJ</b>				
<b>1243-1-0200-2005</b>				
004731	000006	COMDATA	FUEL	\$ 697.17
			<b>Total:</b>	<b>\$ 697.17</b>

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>General</b>				
<b>0001-1-0100-2005</b>				
004719	002342	H2O DEPOT	BOTTLED WATER ETC.	\$ 53.70
004732	002343	COMDATA	FUEL	\$ 153.38
006051	002344	NEWMAN, DAVID A	REGISTRATION FEE	\$ 310.00
006219	002345	US CELLULAR	MONTHLY SERVICE	\$ 436.67
006220	002346	EVANS, KRISTY	TRANSCRIPTS	\$ 160.00
			<b>Total:</b>	<b>\$ 1,113.75</b>
<b>0001-1-0600-2005</b>				
006172	002347	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 144.00
006173	002348	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 56.72
			<b>Total:</b>	<b>\$ 200.72</b>
<b>0001-1-1600-2005</b>				
001821	002349	HAMPTON INN & SUITES	LODGING	\$ 214.00
006217	002350	XEROX CORPORATION	COPIER LEASE	\$ 757.65
006266	002351	SECRETARY OF STATE	NOTARY FILING FEE	\$ 25.00
			<b>Total:</b>	<b>\$ 996.65</b>
<b>0001-1-1700-2005</b>				
001822	002352	HAMPTON INN & SUITES	LODGING	\$ 428.00
004733	002353	COMDATA	FUEL	\$ 330.95
006229	002354	AT&T MOBILITY	MONTHLY INTERNET SE	\$ 374.16
			<b>Total:</b>	<b>\$ 1,133.11</b>
<b>0001-1-3300-2005</b>				
004718	002355	H2O DEPOT	BOTTLED WATER ETC.	\$ 289.50
006103	002356	PRO KILL INC.	PEST CONTROL	\$ 126.00
006111	002357	LOWES	POWER STRIP	\$ 182.12
006127	002358	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 2,108.16
006209	002359	JE SYSTEMS INC	MONITORING SERVICES	\$ 90.00
006210	002360	CITY OF MCALESTER	MONTHLY SERVICE	\$ 480.28
006216	002361	VYVE BROADBAND	MONTHLY SERVICE	\$ 81.90
006239	002362	CITY OF MCALESTER	MONTHLY SERVICE	\$ 168.25
006264	002363	UNIFIRST CORP.	JANITORIAL SUPPLIES	\$ 37.34
006269	002364	LINGO COMMUNICATIONS	MONTHLY SERVICE	\$ 135.96
006276	002365	TISDAL & O HARA	LEGAL SERVICES	\$ 72.00
006277	002366	TISDAL & O HARA	LEGAL SERVICES	\$ 72.00
006278	002367	TISDAL & O HARA	LEGAL SERVICES	\$ 299.25
			<b>Total:</b>	<b>\$ 4,142.76</b>

PO Warrant No. Vendor Name Purpose Amount

**General**

**0001-2-0400-2012**  
 005889 002368 SGC FOODSERVICE INMATE GROCERIES \$ 3,310.86  
 006170 002369 PERFORMANCE FOODSERVICE - LITT INMATE GROCERIES \$ 1,504.53  
 006171 002370 BEN E. KEITH OKLAHOMA INMATE GROCERIES \$ 2,905.48

**Total: \$ 7,720.87**

**0001-2-1800-2005**  
 006102 002371 EASTERN OK YOUTH SERVICES INC JUVENILE DETENTION \$ 350.73

**Total: \$ 350.73**

**0001-2-2700-2005**  
 006071 002372 PRO KILL INC. PEST CONTROL \$ 212.00  
 006073 002373 OTA PIKEPASS CUSTOMER SERVICE C TOLL \$ 9.15  
 006074 002374 CINTAS FIRST AID AND SAFETY #418 FIRST AID SUPPLIES \$ 247.22  
 006119 002375 AT&T MOBILITY MONTHLY SERVICE \$ 766.80  
 006120 002376 VYVE BROADBAND MONTHLY SERVICE \$ 179.61  
 006185 002377 MILLER OFFICE EQUIPMENT COPY OVRAGE \$ 2.35  
 006257 002378 KC FARM MACHINERY INC. SALT SPREADER \$ 550.00

**Total: \$ 1,967.13**

**0001-4-0500-1310**  
 006244 002379 GRAY, LESLIE TRAVEL \$ 116.42

**Total: \$ 116.42**

**0001-4-0500-2005**  
 005915 002380 ULINE INC FOAM TAPE \$ 319.73  
 005946 002381 KIAMICHI AUTOMOTIVE WAREHOUSE DEGREASER \$ 1,650.00  
 006101 002382 LOWES FREEZER \$ 779.91  
 006112 002383 SUMMIT UTILITIES OKLAHOMA INC MONTHLY SERVICE \$ 1,400.11  
 006201 002384 CITY OF MCALESTER MONTHLY SERVICE \$ 442.96  
 006214 002385 DUBROC, GLORIA SECURITY DEPOSIT RET \$ 50.00  
 006215 002386 PLANCARTE, SOLEDAD SECURITY DEPOSIT RET \$ 500.00  
 006251 002387 WILSON, SHANTEL CONTRACT LABOR \$ 40.00  
 006252 002388 STACEY, NORA CONTRACT LABOR \$ 105.00  
 006253 002389 STACEY, MAKAYLA CONTRACT LABOR \$ 50.00  
 006254 002390 JOHNSON, MELINDA CONTRACT LABOR \$ 130.00

**Total: \$ 5,467.71**

**0001-5-0900-1110**  
 006286 002391 OSU COOPERATIVE EXTENSIVE SER. PERSONAL SERVICES \$ 17,333.33

**Total: \$ 17,333.33**

PO Warrant No. Vendor Name Purpose Amount

**Health**

**1216-3-5000-1110**  
 006078 000218 OKLA. STATE DEPT. OF HEALTH PERSONAL SERVICES \$ 35,026.52  
**Total: \$ 35,026.52**

**1216-3-5000-2005**  
 006046 000219 HARMONY LAB & SAFETY SUPPLIES GLOVES \$ 66.92  
 006079 000220 SHRED-IT MONTHLY SERVICE \$ 247.52  
 006192 000221 VYVE BROADBAND MONTHLY SERVICE \$ 241.54  
 006193 000222 AT&T MOBILITY MONTHLY SERVICE \$ 261.00  
 006194 000223 AT&T MOBILITY MONTHLY SERVICE \$ 313.20  
 006231 000224 CITY OF MCALESTER MONTHLY SERVICE \$ 502.64  
 006232 000225 STANDLEY SYSTEMS COPIER USAGE \$ 1,627.96  
**Total: \$ 3,260.78**

**Highway**

**1102-6-4100-1310**  
 006199 001541 KERNS, ZACHERY S. TOLL CHARGES \$ 5.50  
 006246 001542 ELROD, MICHAEL W. TRAVEL \$ 96.00  
 006249 001543 HALL, MARK TRAVEL \$ 96.00  
**Total: \$ 197.50**

**1102-6-4100-2005**  
 005677 001544 ASPHALT ZIPPER ENGINE \$ 497.23  
 005680 001545 JIM WOOD REFRIGERATION ICE MACHINE SERVICE \$ 177.50  
 005704 001546 TRUE VALUE HARTSHORNE NUTS \$ 7.99  
 005705 001547 PRO KILL INC. PEST CONTROL \$ 74.00  
 006207 001548 PUBLIC SERVICE CO. OF OKLAHOMA MONTHLY SERVICE \$ 193.77  
 006274 001549 OTA PLATEPAY TOLL \$ 4.85  
**Total: \$ 955.34**

**1102-6-4300-1310**  
 006242 001550 MORGAN, CASIDHE H. TRAVEL \$ 181.04  
**Total: \$ 181.04**

**1102-6-4300-2005**  
 005641 001551 DOLESE 1 1/2" CRUSHER RUN \$ 2,391.80  
**Total: \$ 2,391.80**

**Hwy-ST**



PO Warrant No. Vendor Name Purpose Amount

**Hwy-ST**

**1313-6-8040-2005**

005029	001566	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 61.87
005045	001567	COMDATA	FUEL	\$ 117.34
005963	001568	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 15,164.10
006100	001569	T & W TIRE	TIRES & SERVICES	\$ 786.55
006124	001570	JAMES SUPPLIES	CYLINDER RENTALS	\$ 13.95
			<b>Total:</b>	<b>\$ 16,143.81</b>

**1313-6-8041-2005**

004575	001571	EUFAULA AUTO PARTS INC	HOSE & FITTINGS	\$ 51.09
005447	001572	DOLESE	1 1/2 CRUSHER RUN	\$ 1,224.11
005485	001573	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 6,101.13
005793	001574	DOLESE	1 1/2" CRUSHER RUN	\$ 5,454.27
005888	001575	RAM INC	FUEL	\$ 5,551.72
005892	001576	T & W TIRE	TIRES ETC.	\$ 1,014.35
005908	001577	O REILLY AUTO PARTS	BATTERIES ETC	\$ 536.20
005916	001578	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 102.00
005961	001579	VYVE BROADBAND	MONTHLY SERVICE	\$ 249.20
005968	001580	RAM INC	FUEL	\$ 2,308.84
			<b>Total:</b>	<b>\$ 22,592.91</b>

**1313-6-8042-2005**

002078	001581	WARREN POWER & MACHINERY INC.	EQUIPMENT PARTS	\$ 348.42
004361	001582	DOLESE	1 1/2" CRUSHER RUN	\$ 10,549.16
004563	001583	DOLESE	1 1/2" CRUSHER RUN	\$ 10,546.02
004823	001584	DOLESE	1 1/2" CRUSHER RUN	\$ 10,543.45
004941	001585	DOLESE	1 1/2" CRUSHER RUN	\$ 10,453.98
005019	001586	H2O DEPOT	BOTTLED WATER ETC.	\$ 9.20
005146	001587	DOLESE	1 1/2" CRUSHER RUN	\$ 10,523.46
006108	001588	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 175.00
006130	001589	AT&T MOBILITY	MONTHLY SERVICE	\$ 10.93
			<b>Total:</b>	<b>\$ 53,159.62</b>

**1313-6-8043-2005**

005876	001590	DOLESE	1 1/2" CRUSHER RUN	\$ 5,515.61
005911	001591	AMAZON CAPITAL SERVICES INC.	PHONE ACCESSORIES	\$ 182.66
005939	001592	DOLESE	1 1/2" CRUSHER RUN	\$ 5,525.00
006035	001593	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 19.80
006202	001594	CITY OF MCALESTER	MONTHLY SERVICE	\$ 23.52
006204	001595	CITY OF MCALESTER	MONTHLY SERVICE	\$ 468.26
006205	001596	CITY OF MCALESTER	MONTHLY SERVICE	\$ 62.70
			<b>Total:</b>	<b>\$ 11,797.55</b>

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Jail-ST</b>				
1315-2-8034-2005				
006237	000512	CITY OF MCALESTER	MONTHLY SERVICE	\$ 3,500.73
			<b>Total:</b>	<b>\$ 3,500.73</b>
1315-2-8034-2012				
005999	000513	BEN E. KEITH OKLAHOMA	INMATE GROCERIES	\$ 74.85
			<b>Total:</b>	<b>\$ 74.85</b>
<b>Rural Fire-ST</b>				
1321-2-8201-2005				
004734	000597	COMDATA	FUEL	\$ 255.48
006267	000598	ADT SECURITY SERVICES	MONTHLY SERVICE	\$ 101.79
			<b>Total:</b>	<b>\$ 357.27</b>
1321-2-8203-2005				
005852	000599	PRO KILL INC.	PEST CONTROL	\$ 168.00
			<b>Total:</b>	<b>\$ 168.00</b>
1321-2-8204-2005				
006087	000600	THE BURROWS AGENCY	INSURANCE	\$ 5,060.00
006088	000601	EMERGENCY APPARATUS MAINTENA	REPAIRS	\$ 6,732.45
			<b>Total:</b>	<b>\$ 11,792.45</b>
1321-2-8205-2005				
006083	000602	RURAL WATER DIST #8	MONTHLY SERVICE	\$ 24.00
006084	000603	KIAMICHI ELECTRIC COOP.	INTERNET SERVICE	\$ 9.09
006085	000604	US CELLULAR	MONTHLY SERVICE	\$ 171.48
			<b>Total:</b>	<b>\$ 204.57</b>
1321-2-8207-2005				
006096	000605	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 170.15
			<b>Total:</b>	<b>\$ 170.15</b>
1321-2-8208-2005				
004740	000606	COMDATA	FUEL	\$ 78.20
006226	000607	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 78.00
006227	000608	OKLATEL COMMUNICATIONS INC	MONTHLY SERVICE	\$ 48.08
			<b>Total:</b>	<b>\$ 204.28</b>

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Rural Fire-ST</b>				
<b>1321-2-8214-2005</b>				
004741	000609	COMDATA	FUEL	\$ 188.06
006281	000610	WAV 11	EMAIL SERVICES	\$ 11.50
<b>Total:</b>				<b>\$ 199.56</b>
<b>1321-2-8215-2005</b>				
003969	000611	PRO KILL INC.	PEST CONTROL	\$ 90.00
004742	000612	COMDATA	FUEL	\$ 165.43
<b>Total:</b>				<b>\$ 255.43</b>
<b>1321-2-8216-2005</b>				
005014	000613	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 127.66
005483	000614	MANN, ERNIE	FABRICATION	\$ 3,200.00
006086	000615	HOPKINS PROPANE	PROPANE	\$ 349.09
<b>Total:</b>				<b>\$ 3,676.75</b>
<b>1321-2-8225-2005</b>				
006196	000616	RURAL WATER DIST #18	MONTHLY SERVICE	\$ 200.00
006197	000617	WILSON TRUCK AND TIRE SERVICE	ALTERNATOR REPAIR	\$ 2,560.00
<b>Total:</b>				<b>\$ 2,760.00</b>
<b>SH Commissary</b>				
<b>1223-2-0400-2005</b>				
004951	000170	BARLOW BUILT PERFORMANCE	BRAKE PADS ETC.	\$ 1,520.08
005640	000171	GALLS LLC	UNIFORMS ETC	\$ 395.80
005648	000172	SGC FOODSERVICE	INHOUSE COMMISSARY	\$ 387.80
005902	000173	U LINE	PAPER CUTTER	\$ 636.50
005980	000174	CUSTOM TECHNOLOGIES LLC	INHOUSE COMMISSARY	\$ 540.76
006092	000175	CUSTOM TECHNOLOGIES LLC	INHOUSE COMMISSARY	\$ 238.22
006182	000176	COMMISSARY EXPRESS	KIOSK FEES	\$ 61.75
006221	000177	BANCFIRST	POSITIVE PAY MONTHLY	\$ 149.43
<b>Total:</b>				<b>\$ 3,930.34</b>
<b>SH Svc Fee</b>				
<b>1226-2-0400-2005</b>				
006106	001099	OKLAHOMA BOARD OF ALCOHOL AND	CERTIFICATION	\$ 36.00
006260	001100	UNITED PACKAGING & SHIPPING	SHIPPING	\$ 40.38
<b>Total:</b>				<b>\$ 76.38</b>

PO Warrant No. Vendor Name Purpose Amount

**SH Svc Fee**

**1226-2-0400-2012**

006184 001101 SGC FOODSERVICE INMATE GROCERIES \$ 18.30  
**Total: \$ 18.30**

**1226-2-3400-2005**

000680 001102 HOLMANS FAST LUBE OIL CHANGES \$ 728.75  
004484 001103 RR BRINK LOCKING SYSTEMS LOCK REPAIR \$ 2,506.00  
004954 001104 BARLOW BUILT PERFORMANCE ENGINE \$ 8,200.00  
005554 001105 AMAZON CAPITAL SERVICES INC. JAIL SUPPLIES \$ 69.98  
005901 001106 SGC FOODSERVICE JAIL KITCHEN SUPPLIES \$ 488.16  
005979 001107 ATWOODS JAIL MAINTENANCE SUP \$ 19.96  
005998 001108 U LINE HANDLE \$ 34.88  
006093 001109 WEDDLE SIGNS VEHICLE LETTERING \$ 793.43  
006094 001110 SHRED-IT SHRED SERVICE \$ 128.89  
006095 001111 FASTENAL COMPANY DRILL BITS \$ 228.58  
006107 001112 GALLS LLC UNIFORMS ETC \$ 385.52  
006109 001113 AMAZON CAPITAL SERVICES INC. BATTERIES ETC \$ 117.03  
006114 001114 OKLAHOMA CPR & MORE TRAINING \$ 220.00  
006121 001115 GALLS LLC BOOTS ETC. \$ 109.95  
006122 001116 BRIGGS PRINTING DOOR HANGERS \$ 206.00  
006180 001117 AIRGAS CYLINDER LEASE \$ 100.00  
006213 001118 MUSKOGEE COMMUNICATIONS RADIO EQUIPMENT \$ 230.00  
006250 001119 JE SYSTEMS INC REPAIRS \$ 320.24  
006261 001120 MUSKOGEE COMMUNICATIONS RADIO \$ 155.00  
**Total: \$ 15,042.37**

**1226-2-3400-2011**

005107 001121 CHRISTOPHER BEENE M.D. INMATE MEDICAL \$ 3,000.00  
**Total: \$ 3,000.00**

**1226-2-3400-2030**

004190 001122 JAMES SUPPLIES CYLINDER LEASE \$ 35.88  
005903 001123 AMAZON CAPITAL SERVICES INC. OFFICE SUPPLIES \$ 119.92  
005952 001124 AMAZON CAPITAL SERVICES INC. SWITCH \$ 25.98  
006181 001125 COMMISSARY EXPRESS DEBIT PHONE TIME FEE \$ 127.00  
006222 001126 NCIC INMATE PHONE TIME \$ 2,546.51  
006248 001127 JAMES SUPPLIES CYLINDER LEASE \$ 21.39  
**Total: \$ 2,876.68**

**VOCA**

PO \* Warrant No. Vendor Name Purpose Amount

**VOCA**

**1501-1-0200-1110**  
006258 000002 DISTRICT ATTORNEYS COUNCIL PERSONAL SERVICES \$ 1,120.13  
**Total: \$ 1,120.13**

**Grand Total: \$ 240,879.75**

*Pittsburg County Assessor's Office*  
*Cathy Ridenour, Assessor*  
*115 F Carl Albert Parkway, Room 101*  
*McAlester, OK 74501*  
*918-423-4726*

January 11, 2024

I'm requesting that my Requisitioning Officers be Lisa Sutterfield and Cathy Ridenour and that my Receiving Officers be Beverly Eggleston and Lindsey Parker for the Pittsburg County Assessor's office effective January 08, 2024.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Cathy Ridenour".

Cathy Ridenour,  
Pittsburg County Assessor

**CROWDER VOLUNTEER FIRE DEPARTMENT  
PO BOX 98  
Crowder, Oklahoma 74430**

**January 9, 2024**

**Pittsburg County Commissioners  
Pittsburg County Clerk's Office  
Pittsburg County Courthouse  
McAlester, Oklahoma 74501**

**RE: Bid Opening for Type 6 Wildland Apparatus January 8<sup>th</sup>, 2024**

**Commissioners,**

**Upon review of the two (2) Bids received from:**

- 1. WEIS Fire & Safety, LLC**
- 2. WATTS Manufacturing, LLC**

**The Crowder Volunteer Fire Department is in agreement to ACCEPT the lowest Bid Offer from WATTS Manufacturing, LLC and to ACCEPT the 10 Year Lease/Purchase Option.**

**Please consider this letter as approval to proceed with the process of Acceptance of Bid with 10 Year Lease Purchase from WATTS Manufacturing, LLC.**

**Sincerely,**



**Gary F. Brooks**

**Crowder Volunteer Fire Department**

January 2024

**Private Fund(s) Development for the Pittsburg County- Southeast Expo Center**

Pittsburg County Commissioners

Tuesday, January 16, 2024

9:00 a.m.

Pittsburg County Courthouse

- **Brief introduction- Michael W. Cathey (Strategic Fundraising Partners LLC)**
  - a. (Attachment)
  
- **Commissioner Ross Selman discussions about Expo dating back at least three years, prior to re-acquisition.**
  
- **‘Building and Executing the Strategy for Private Fund Development’**
  - a. Some examples- (Fundraising/Naming Opportunities/Sponsorship/Advertisement)
  - b. Current asset inventory, evaluation.
  - c. New asset/program development, evaluation.
  - d. Is there a current written plan in place?
  - e. Plan/strategy development-fixed assets, event assets.
  - f. County approval- plan rollout.
  
  - g. Execution, delivery and ongoing support of plan.
  
- **Contract for Services**
  - a. Phase one- Building the plan. (a-f above)
  - b. Phase two- Execution & delivery (g. above)

Michael W. Cathey-Strategic Fundraising Partners  
773-844-1804



Michael W. Cathey-

Strategic Fundraising Partners / Bynum Historical Foundation

Principal, Fundraising/Marketing consultant- Coordinating Trustee

P.O. Box 239 Indianola, Oklahoma 74442

1323 North Sandburg Terrace Chicago, Illinois 60610-2011

773-844-1804 (cell) [mwcathey@aol.com](mailto:mwcathey@aol.com)

35 year-not for profit leader- Certified Fund-Raising Executive (CFRE)

- 20 years- Boy Scouts of America  
Indian Nations Council-Tulsa (McAlester), OK  
Pikes Peak Area Council-Colorado Springs, CO  
National Capital Area Council- Washington D.C.
- Executive Director of Development-National Safety Council (NSC)-Chicago
- Executive Director American Veterinary Medical Foundation (AVMF)-Chicago
- Principal, Strategic Fundraising Partners-Coordinating Trustee-Bynum Historical Foundation- Chicago, IL- Indianola, OK

*Proven success, delivery, and results in all facets of fund development including an \$8 million annual operational foundation, the development of a \$1 million annual special event, and a \$50 million multi-year major gifts program focusing on capital and endowment projects.*

*Current projects-*

*Bynum Historical Foundation*

*Southeastern Oklahoma Cares (SOC)*

*Choctaw Country Inc. / (Kiamichi Country)*

*Esperanza Community Services*

*Friends of the Kerr Mansion*

*McAlester Old Town Association- J.J. McAlester Home*

*Eastern Oklahoma State College Alumni Association*

*McAlester Area Arts and Humanities Council*

*Good Samaritan Outreach- (McAlester's Men's Shelter)*

*The Edwards Store-*

407 E. Main  
Antlers, OK 74523  
(800) 522-3889 Phone  
(580) 298-3335 Fax

"Serving Our Customers Since 1975"



600 N. Broadway Ave  
Ada, OK 74820  
(580) 332-6300 Phone  
(580) 332-0107 Fax

Remit To: 900 E. Wyandotte Ave  
McAlester, OK 74501  
(888) 332-3431 Phone  
(918) 426-3626 Fax

Pittsburg County District #1  
PO Box 268  
Haileyville, OK 74546

Pittsburg County District #1  
200 Craig Ave  
Haileyville, OK 74546

**Renewal Maintenance Contract Proposal**  
**Contract # MOEC100096-07**  
**Renewal Date Range 2/1/2024 - 1/31/2025**

1/8/2024

Dear Valued Customer:

The maintenance contract for your office equipment(s) is/are scheduled for renewal. Please review the attached Renewal Maintenance Contract Proposal, fill in all blanks in the spaces below, and initial the reverse side of this agreement. If your contract needs have changed or you have any questions or concerns, please contact our Contract Department so that we may address them and better serve you. An unreturned Renewal Maintenance Contract Proposal will constitute agreement on your part.

**Your Contract Renewal Rate will be \$493.07 billing Annual**  
**Maint-Supply Incl Excl Paper/Networking**

Equipment covered under this contract agreement include:

C9035	IMR-C3926i	4MK04133		
Meter	Meter Group	Meter Group	Covered Copies	Overage Rate Overage Cycle
B/W-109	B/W		3,000.00	0.0095 Monthly
Color	CLR		0.00	0.05 Monthly

Miller Office Equipment thanks you for the opportunity to provide service for all of your office needs.

This is not a bill ....  
Please Sign and Return.  
Invoice to follow.

Sincerely,

Rachel McPherson  
Contract Administrator  
rmcpherson@milleroffice.com  
Phone

Contract# MOEC100096-07

Printed Name: Charlie Rogers

Signature: [Signature]

Title: District 1 Commissioner

Date: 1/16/2024

New Purchase Order# \_\_\_\_\_

\* This agreement includes and is subject to the terms and conditions on the reverse side of this document.

# Miller Office Equipment MAINTENANCE AGREEMENT

This Maintenance Agreement shall become effective upon its acceptance by MOE Systems, LLC (hereinafter referred to as Miller) on the date indicated on the face hereof.

1. Maintenance Agreement base rate charges, if applicable, are payable in advance. The payment due date for a coverage period is the first day of the coverage period specified on the face hereof. Anything herein contained to the contrary notwithstanding, Miller shall have no obligation to provide any of the services called for hereunder to customer unless customer is current in all payments made to Miller on all billings on any equipment provided by or serviced by Miller or its affiliates or subsidiaries, including but not limited to service, supply, maintenance and maintenance related billings, and equipment lease billings. Miller may charge interest at the rate of one and one-half percent (1.5%) per month on all payments overdue, and in the event of failure of payment, to pursue any available remedies at law or inequity for breach of this Agreement. In the event collection of any amount due hereunder is turned over to an attorney, buyer agrees to be responsible for all fees and expenses incurred in said effort.
2. Miller shall provide inspections as required, which may be made in conjunction with regular or emergency service calls. Inspections, as well as all service calls, shall be made during normal business hours.
3. During the terms of the Agreement, Miller will provide, depending on contract type chosen, parts which have been broken or worn through normal use, labor which is necessary for servicing and maintenance adjustments, and equipment supplies (not including paper), with no charge. This agreement shall not apply to network connectivity as it is not provided under our maintenance agreements, but rather as separate chargeable service provided at Miller's established rates.
4. All service calls under this Agreement will be made by Miller during normal business hours on the equipment described on the face hereof. Should the equipment be moved to an alternate location, there will be an adjustment to the normal maintenance base and/or copy rate as set forth by Miller. The move of equipment is not included in maintenance agreement and will be done by Miller at a rate determined by Miller based on distance from Miller's service office to new customer location via most convenient route determined by Miller. If service at a time other than during Miller's normal business hours is furnished upon customer's request, it will not be included in customer maintenance agreement and customer will be charged at Miller's established rates for labor and travel then in effect.
5. This Agreement shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty, or to repairs made necessary as a result of either service by personnel other than Miller personnel or repeated use of supplies other than supplies meeting Miller's published supply specifications for the equipment. Separate charges for repairs or replacements due to the foregoing shall be borne by the customer, at Miller's established rate for parts and labor from time to time in effect.
6. This Agreement covers only the equipment described on the face hereof and does not include any accessories listed thereon.
7. This Agreement may not be assigned by the customer.
8. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any Governmental authority shall be paid by the customer in accordance with law.
9. Standard Freight and Fuel Surcharge items are included in established Miller's maintenance price rates for contracts types that include parts and supplies. Any contracts excluding parts and/or supplies will be subject to Freight and Fuel Surcharge charges being added to supply order and service call invoices. Rush orders are not considered standard and will result in an extra fee.
10. This Agreement (consisting of the face and reverse side of this page) supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire agreement between the customer and Miller with respect to the service to be provided hereunder.
11. If, during the term of this Agreement or any subsequent terms, Miller is unable to obtain parts for the equipment covered under this Agreement, Miller may, at its sole discretion, terminate this Agreement and refund to the customer the prorated unused portion.
12. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement. Pricing is for the first year only unless otherwise stated on the face of this Agreement contract. Changes to this contract may only be made with the consent of the customer and Miller. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including this paragraph, shall be deemed to have been automatically renewed for a term of twelve (12) months and at a rate established by Miller, unless either party has given thirty (30) days prior written notice to the other of its intention to terminate this agreement as of the end of such term.

(Initial)\_\_\_\_\_

# MILLER OFFICE EQUIPMENT

Antlers • McAlester • Ada

## Sales Order Picking List

S.O. Date: 12/12/2023  
 S.O. Number: MOESO120011  
 Printed Date: 12/12/2023 3:54:38PM  
 Entered by: lralls

**Customer:** Pittsburg County District #1  
 200 Craig Ave  
 Haileyville, OK 74546  
 U.S.

**Ship To:** Pittsburg County District #1  
 200 Craig Ave  
 Haileyville, OK 74546  
 U.S.

Account Number	Payment Terms	P.O. Number	Ship Method	Date Required
2972933	Net Due in 30 Days	*	Delivery Crew	12/12/2023
Notes				Sales Person
ID B6348				Aaron Harmon

Item	Description	Serial Number	UM	Qty. B/O	Qty. to Pick	Warehouse	Bin
IMR-C3926I	Canon Color ImageRUNNER ADVANCE DX C3926i	4MK04133	Each	0	1	Main - McAlester	Bin
4919C001AA	Super G3 FAX Board-BH1	30815101MCA4	Each	0	1	Main - McAlester	Bin
5634C001AA	Cabinet Type-W		Each	0	1	Main - McAlester	Bin

Customer Printed Name: <u>Whitney Barnes</u>	Signature: <u>Whitney Barnes</u>	Date: _____
MOE Rep Printed Name: _____	Signature: _____	Date: _____

_____	_____	_____
Date Shipped	Shipped Via	Shipping Charge
_____	_____	_____
Weight	# of Packages	Initials

# Pittsburgh County Animal Shelter PSA 24 - CPQ-508524

## Planned Service Agreement



**Johnson Controls Fire Protection LP**  
5825 South 129th East Avenue, Suites A & B  
Tulsa OK74134  
USA

**Proposal Presented On:**  
01-10-2024

The Power behind your mission

**Johnson  
Controls** 

Robert Walters  
robert.r.walters@jci.com.bsna

Thank you for the courtesy and cooperation extended to me during my recent visit and subsequent discussions regarding your life safety service needs. Enclosed is a proposal for your review that will cover all your various needs including:

- Fire Alarm Inspections and Maintenance - to ensure that your system is operating at peak performance
- Sprinkler Inspections - making sure that should a fire occur; the sprinkler system will be ready to put out the flames
- Suppression - to periodically review the fire extinguishers so that employees can utilize a fully operational tool in the event of an emergency

Our Johnson Controls solutions will provide you with

- Potential insurance discounts
- Peace of Mind
- Reliable software and hardware
- Award winning support services
- Code compliance

I invite you to review the attachments enumerating some of the key benefits. I will be available to answer any of your questions regarding the solutions. I can be reached at or via email at: robert.r.walters@jci.com.bsna. Please contact me when you are ready to move forward so I can begin scheduling your inspections.

Sincerely,  
Robert Walters  
PMA Sales Rep



## SERVICE SOLUTION

**Customer #:**  
**Pittsburgh County Animal Shelter**  
**Date: 10-Jan-24**  
**Proposal #: CPQ-508524**  
**Term: 1-Feb-24 to 31-Jan-25**

**Billing Customer:**

**Service Location:**  
 Pittsburgh County Animal Shelter  
 1206 N West St,  
 McAlester, OK 74501

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
 Robert Walters  
 5825 South 129th East Avenue, Suites A & B  
 Tulsa OK 74134  
 robert.r.walters@jci.com

### INVESTMENT SUMMARY

*(Service Solution Valid for 30 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
-----------------------------	----------	-----------	------------

**SYSTEM-FA-SLNT KNIGHT NPRO**

**SILENT KNIGHT NON-PROGRAMMABLE Est. First Inspection: February**  
**FIRE ALARM SYS**

Main Fire Alarm Panel	1	Annual	
Smoke Detector Conventional	1	Annual	
Duct Detector Conventional	3	Annual	
Pull Station	3	Annual	
Audio-Visual Notification Conventional	15	Annual	

**FIRE ALARM ESSENTIAL SERVICE OFFER Total: \$1,767.29**

**SYSTEM-EX-EXTINGUISHERS**

**EXTINGUISHERS/PORABLES SYSTEM Est. First Inspection: January**

Dry chem - stored pressure- refillable (ABC)	3	Annual	
---	---	--------	--

**EXTINGUISHER ESSENTIAL SERVICE Total: \$172.73**

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.



# SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Pittsburgh County Animal Shelter** and is effective **1-Feb-24** (the "Effective Date") to **31-Jan-25** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

**PAYMENT FREQUENCY:** BAMA In BAMA

Initials

**PAYMENT TERMS:** Net 30

*For applicable taxes, please see Section 3 of the Terms & Conditions*

**PAYMENT AMOUNT:** \$1,940.02 - **Proposal #:** CPQ-508524

**PAYMENT SUMMARY:**

Year	PSA Charges
1	\$1,940.02

**CUSTOMER ACCEPTANCE:** In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

**ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**





# SERVICE SOLUTION

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email ( ), payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:  NO: This signed contract satisfies requirement

YES: Please reference this PO Number: \_\_\_\_\_

Pittsburgh County Animal Shelter	Johnson Controls Fire Protection LP
Signature: _____	Authorized Signature: _____
Print Name: <u>Charlre Rogers</u>	Print Name: _____
Title: <u>Vice-Chairman, BOCC</u>	Title: _____
Phone #: <u>918-423-1338</u>	Phone #: _____
Fax #: <u>918-423-0722</u>	Fax #: _____
Email: <u>bocce@pittsburg.okcounties.org</u>	License #: _____ (if applicable)
Date: <u>1/16/2024</u>	Date: _____



**TERMS AND CONDITIONS**

**1. Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

**2. Payment and Invoicing.** Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses. Customer shall provide financial information requested by Company to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for Injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HERINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. § 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Customer reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00

p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING

**9. Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom. Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**10. Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

**11. System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**12. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**13. Availability and Cost of Steel, Plastics & Other Commodities.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**14. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**15. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur;
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

**16. Other Services**

**A. Remote Service.** If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a

separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

**B. Connected Fire Sprinkler Services; Connected Fire Alarm Services.** Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist Company in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your Company sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay Company at Company's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Company shall not be responsible for any injury, loss, or damage caused by any act or omission of Company related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

**C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services.** If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms)

**17. Monitoring Services.** If Customer has selected Monitoring Services, the following shall apply to such Services:

**A. Alarm Monitoring Service.** Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. **THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE**

**ALARM SYSTEM IS MANUALLY RESET.** Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**B. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an Insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.****

**C. Indemnity, Insurance.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**D. No modification.** Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

**E. Customer's Duties.** In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. **Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement.** Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

**F. Communication Facilities.**

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL,**

**ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

**G. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

**H. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

**18. Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but

not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the equipment or products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of equipment or products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment or products.

**19. Software and Digital Services.**

**Digital Enabled Services; Data.** If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

**Digital Solutions.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms) (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at [www.johnsoncontrols.com/buildings/legal/digital/generaleula](http://www.johnsoncontrols.com/buildings/legal/digital/generaleula) governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at [www.johnsoncontrols.com/buildings/legal/digital/generalots](http://www.johnsoncontrols.com/buildings/legal/digital/generalots) govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all Intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

**20. Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and

regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

**21. Outside Charges.** Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

**22. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**23. Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

**24. Force Majeure.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**25. Exclusions.** This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

**26. Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

**27. Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

**28. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

**29. Default.** An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**30. One-Year Limitation on Actions; Forum Choice of Law.**

Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

**31. Assignment.** This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

**32. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**33. Headings.** The headings in this Agreement are for convenience only.

**34. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**35. Electronic Media.** Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

**36. Legal Fees.** Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**37. Lien Legislation.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

**38. Privacy.** **A. Company as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) shall apply.** **B. Company as Controller:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

**39. FAR.** Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

**40. License Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.

RESOLUTION  
24-172

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, January 16, 2024.

WHEREAS, the Board of County Commissions, Pittsburg County, approved the following safety awards per State Statute 19 O.S. 2008 ~ 339.A.12 for employees of the Assessor's Office:

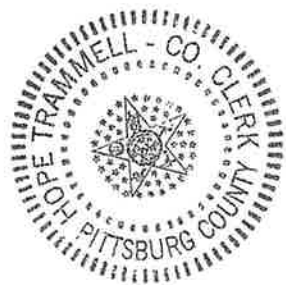
Tawanna Cathey	\$250.00 and a certificate
Chachi Cospers	\$250.00 and a certificate
Jennifer Delana	\$250.00 and a certificate
Beverly Eggleston	\$250.00 and a certificate
Tina Hatridge	\$250.00 and a certificate
Jalene Jones	\$250.00 and a certificate
Mickey Mcowen	\$250.00 and a certificate
Lindsey Parker	\$250.00 and a certificate
Jamie Plunkett	\$250.00 and a certificate
Cathy Ridenour	\$250.00 and a certificate
Lisa Sutterfield	\$250.00 and a certificate
Jeanelle Thomas	\$250.00 and a certificate
Hillary Tripp	\$250.00 and a certificate

WHEREAS, the above-mentioned employees have been employed with Pittsburg County on or before January 1, 2023 and have not had an accident or been involved in an accident, causing injury to himself, any other employee or any customer during the year 2023. It is our hope to recognize them with an incentive to continue their exemplary record.

Approved this 16<sup>th</sup> day of January, 2024

BOARD OF COUNTY COMMISSIONS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN \_\_\_\_\_

MEMBER [Signature]

MEMBER [Signature]

COUNTY CLERK [Signature]



24-173

# JENNIFER HACKLER, COUNTY TREASURER

**DEPUTIES**

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

**DEPUTIES**

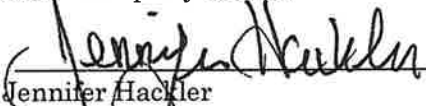
**BROOKE OLIVER**  
**KELSEY MITCHELL**  
**SUZIE GLASCO**

**CINDY COOK**  
**TAMMY ROBERTS**  
**SUMMER ROGERS**

Whereas, Jennifer Lenox-Hackler, County Treasurer and the Board of County Commissioners met in regular session 16<sup>th</sup> day of January, 2024 to consider for approval of Safety Awards. Jennifer Lenox-Hackler, Pittsburg County Treasurer requests the approval of Safety Award's as per 19 O.S 2021§339A.12 for the following employees.

- Cindy Cook \$250.00 and a certificate
- Tammy Roberts \$250.00 and a certificate
- Summer Rogers \$250.00 and a certificate

Every employee on this list has never had an accident or been involved in an accident or been in an incident causing injury to themselves or any other employee or any customer. It is my hope to recognize these employees with an incentive to continue their exemplary record.

  
 \_\_\_\_\_  
 Jennifer Hackler  
 County Treasurer  
 Pittsburg County, Oklahoma


Approved this 16<sup>th</sup> day of January, 2024 by Board of County Commissioners of Pittsburg County, Oklahoma

Attest:

  
 \_\_\_\_\_  
 County Clerk

Chairman

  
 \_\_\_\_\_  
 Member

  
 \_\_\_\_\_  
 Member



RESOLUTION  
# 24-174

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, 1-16-24.

WHEREAS, the Board of County Commissioners, Pittsburg County, approved the following safety awards per State Statute 19 O.S. 2008 § 339.10 for employees of the Board of County Commissioners:

Mary Ford	\$250.00 and a certificate
Kelly London	\$250.00 and a certificate
Heather Horn	\$250.00 and a certificate
Shantal Keith	\$250.00 and a certificate
Susan Machado	\$250.00 and a certificate
Cathy Compton	\$250.00 and a certificate

WHEREAS, the above-mentioned employees have been employed with Pittsburg County on or before the first working day of 2023 and have not had an accident or been involved in an accident, causing injury to himself, any other employee or any customer during the year 2023. It is our hope to recognize them with an incentive to continue their exemplary record.

Approved this 16<sup>th</sup> day of January, 2024.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN \_\_\_\_\_

MEMBER \_\_\_\_\_

MEMBER \_\_\_\_\_

COUNTY CLERK \_\_\_\_\_



*[Handwritten signatures]*

**RESOLUTION**  
**24-175**

**WHEREAS**, The Board of County Commissioners met in regular session this 16<sup>th</sup> day of January, 2024 to consider for approval of Safety Awards.

Hope Trammell, Pittsburg County Clerk requests the approval of Safety Award's as per 19 O.S. 2021§339.A.12 for the following employees:

Bobbi Hartsfield	\$250.00 and a Certificate
Monica Sennett	\$250.00 and a Certificate
Virginia O'Dell	\$250.00 and a Certificate
Gladys Blansett	\$250.00 and a Certificate
Miranda Bedford	\$250.00 and a Certificate
Lauren Guthrie	\$250.00 and a Certificate
Sydney Tarron	\$125.00 and a Certificate
Jeremy Kennedy	\$250.00 and a Certificate
Blake Williamson	\$250.00 and a Certificate

Every employee on this list has not had an accident or been involved in an incident causing injury to themselves, any other employee or any customer during the year of 2023. It is my hope to recognize these employees with an incentive to continue their exemplary record.

  
HOPE TRAMMELL, COUNTY CLERK  
PITTSBURG COUNTY, OKLAHOMA

Approved this 16<sup>th</sup> day of January, 2024 by **BOARD OF COUNTY COMMISSIONERS OF PITTSBURG COUNTY, OKLAHOMA**

**ATTEST:**

\_\_\_\_\_  
**CHAIRMAN**



  
MEMBER

  
MEMBER

  
HOPE TRAMMELL, COUNTY CLERK

RESOLUTION 24-176

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, January 16<sup>th</sup>, 2024  
 WHEREAS, the Board of County Commissioners, Pittsburg County, approved the following safety awards per State Statute 19 O.S. 2008 § 339.10 for employees of the Sheriff/Jail:

Frankie McClendon	\$250.00 and a certificate
Jeff Daniels	\$250.00 and a certificate
Julie Padgett	\$250.00 and a certificate
Kristal Schoggins	\$250.00 and a certificate
Loyd London Jr.	\$250.00 and a certificate
Cody Brown	\$250.00 and a certificate
Glenn Ryan Dalley	\$250.00 and a certificate
Wyatt Fowler	\$250.00 and a certificate
Michael Glasco	\$250.00 and a certificate
Katelyn Joslin	\$250.00 and a certificate
Josh Kious	\$250.00 and a certificate
Dakota Morgan	\$250.00 and a certificate
Matt McFarland	\$250.00 and a certificate
Brent Owens	\$250.00 and a certificate
Kolton Parker	\$250.00 and a certificate
James Pitts	\$250.00 and a certificate
Jeff Stewart	\$250.00 and a certificate
Colten Westbrook	\$250.00 and a certificate
Cody Armstrong	\$250.00 and a certificate
Amber Barnhill	\$250.00 and a certificate
Leslie Cole	\$250.00 and a certificate
Heather Martin	\$250.00 and a certificate
Loyd London III	\$250.00 and a certificate
Ashley Vaughn	\$250.00 and a certificate
Mark Davey	\$250.00 and a certificate
Tammy Davidson	\$250.00 and a certificate
Trevor Eiklor	\$250.00 and a certificate
Glenda Johnson	\$250.00 and a certificate
Kenneth League	\$250.00 and a certificate
Heather Mayer	\$250.00 and a certificate
Mark Mitchell	\$250.00 and a certificate
Julie Parker	\$250.00 and a certificate
John Pertee Jr.	\$250.00 and a certificate
Roy Paul Rodgers	\$250.00 and a certificate
Rhonda Tripp	\$250.00 and a certificate
Julian Wheeland	\$250.00 and a certificate
Mike Williamson	\$250.00 and a certificate
John Young	\$250.00 and a certificate


WHEREAS, the above mentioned have not had an accident or been involved in an accident-causing injury to himself, any other employee or any customer during the year of 2023. It is our hope to recognize them with an incentive to continue their exemplary record.

BOARD OF COUNTY COMMISSIONERS  
 PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN \_\_\_\_\_



MEMBER 

MEMBER 

COUNTY CLERK 

24-177



*Pittsburg County Election Board*  
*Tonya Barnes, Secretary*  
*Christy Holt* Clerk  
*Peggy Arteberry*

*109 E. Carl Albert Parkway, RM 101*  
*McAlester, OK 74501*  
*Office: 918-423-3877 Fax: 918-423-7088*

Whereas, Tonya Barnes, Secretary Pittsburg County Election Board and the County Commissioners met in regular session on this 16th day of January to consider for approval of Safety Awards.

Tonya Barnes, Secretary Pittsburg County Election Board, requests the approval of Safety Awards for the following employees.

Christy Holt \$250.00 & a Certificate

The employee on this list have not had an accident or been involved in an accident causing injury to themselves, any other employee, or any customer. It is my hope to recognize this employee with an incentive to continue their exemplary record.

Tonya Barnes  
Tonya Barnes, Secretary Pittsburg County Election Board

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

**CHAIRMAN**

[Signature]  
**MEMBER**

[Signature]  
**MEMBER**

**ATTEST:**



Hope Trammell  
**COUNTY CLERK**

RESOLUTION  
24-178

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, January 16, 2024

WHEREAS, the Board of County Commissioners, Pittsburg County, approved the following safety awards per State Statute 19 O.S. 2008 § 339.10 for employees of the Board of County Commissioners:

Shannon Stacey	\$250.00 and a certificate
Michael Billy	\$250.00 and a certificate
Jason Morris	\$250.00 and a certificate
Lizzie Strain	\$250.00 and a certificate
Richard Fry	\$250.00 and a certificate
Eddie Jones	\$250.00 and a certificate
Sandra Crenshaw	\$250.00 and a certificate
Leslie Gray	\$250.00 and a certificate
Kevin Enloe	\$250.00 and a certificate
Leonard Baughman	\$250.00 and a certificate
Erin Brogdon	\$250.00 and a certificate
Denton Cossey	\$250.00 and a certificate

WHEREAS, the above-mentioned employees have been employed with Pittsburg County on or before the first working day of 2023 and have not had an accident or been involved in an accident, causing injury to himself, any other employee or any customer during the year 2023. It is our hope to recognize them with an incentive to continue their exemplary record.

Approved this 16<sup>th</sup> day of January, 2024.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST: \_\_\_\_\_ CHAIRMAN \_\_\_\_\_

MEMBER \_\_\_\_\_

MEMBER \_\_\_\_\_



COUNTY CLERK Alope Stammell

RESOLUTION  
23-179

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, January 16, 2024.

WHEREAS, the Board of County Commissioners, Pittsburg County, approved the following safety awards per State Statute 19 O.S. 2008 § 339.10 for employees of the Pittsburg County Highway District 1:

Greg Amos	\$250.00 and a certificate
Whitney Barnes	\$250.00 and a certificate
Brian Bedford	\$250.00 and a certificate
Melvin Burgan	\$250.00 and a certificate
Brandon Deela	\$250.00 and a certificate
Allen Doby	\$250.00 and a Certificate
Buddy Dugan	\$250.00 and a certificate
Elrod, Michael	\$250.00 and a certificate
Tammy Gibbs	\$250.00 and a certificate
Frank Godosky	\$250.00 and a certificate
Mark Hall	\$250.00 and a certificate
Troy Hormel	\$250.00 and a certificate
Dennis Howell	\$250.00 and a certificate
Stanley Hyde	\$250.00 and a certificate
Jeff Martin	\$250.00 and a certificate
D. Wade Mathis	\$250.00 and a certificate
Tommy Reasnor	\$250.00 and a certificate
Colin Sanders	\$250.00 and a certificate
Calvin Smith	\$250.00 and a certificate
Ryan Spears	\$250.00 and a certificate
Jeremy Tripp	\$250.00 and a certificate
Calvin Ward	\$250.00 and a certificate

WHEREAS, the above-mentioned employees have been employed with Pittsburg County on or before the first working day of 2023 and have not had an accident or been involved in an accident, causing injury to himself, any other employee or any customer during the year 2023. It is our hope to recognize them with an incentive to continue their exemplary record.

Approved this 16<sup>th</sup> day of January, 2024.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN \_\_\_\_\_

MEMBER  \_\_\_\_\_

MEMBER  \_\_\_\_\_



COUNTY CLERK 





RESOLUTION  
24-181

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, January 16, 2024.

WHEREAS, the Board of County Commissioners, Pittsburg County, approved the following safety awards per State Statute 19 O.S. 2008 § 339.10 for employees of the Pittsburg County Highway District 3:

Carl Dale Bennett	\$250.00 and a certificate
Joe Bennett	\$250.00 and a certificate
Johnny Brewer	\$250.00 and a certificate
Payton Brewer	\$250.00 and a certificate
Tracy Choate	\$250.00 and a certificate
Michael Coop	\$250.00 and a certificate
Bret Effinger	\$250.00 and a certificate
Sammy Ellis	\$250.00 and a certificate
Tim Fox	\$250.00 and a certificate
Brad Hance	\$250.00 and a certificate
James Harler	\$125.00 and a certificate
Wendell Henry	\$250.00 and a certificate
Neil Johnson	\$250.00 and a certificate
Jerry Lamb	\$250.00 and a certificate
Carl Marshall	\$250.00 and a certificate
Casidhe Morgan	\$250.00 and a certificate
Robert Nobles	\$250.00 and a certificate
Charles E. Rogers	\$250.00 and a certificate
Derral Smith	\$250.00 and a certificate
Chris Wickware	\$250.00 and a certificate
Dennis Wilson	\$250.00 and a certificate
Justin Young	\$250.00 and a certificate
J. Clayton Young	\$250.00 and a certificate

WHEREAS, the above-mentioned employees have been employed with Pittsburg County on or before the first working day of 2023 and have not had an accident or been involved in an accident, causing injury to himself, any other employee or any customer during the year 2023. It is our hope to recognize them with an incentive to continue their exemplary record.

Approved this 16<sup>th</sup> day of January, 2024.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN \_\_\_\_\_

MEMBER \_\_\_\_\_

MEMBER \_\_\_\_\_

COUNTY CLERK \_\_\_\_\_



RESOLUTION  
24-182

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, January 16, 2024.

WHEREAS, the Board of County Commissioners, Pittsburg County, approved the following safety awards per State Statute 19 O.S. 2008 § 339.10 for employees of the Pittsburg County Animal Shelter:

Steven Azarmi	\$250.00 and a certificate
Angela Casey	\$250.00 and a certificate
Jacob Kelley	\$250.00 and a certificate
Lloyd Staton	\$250.00 and a certificate
Michelle Van Pelt	\$250.00 and a certificate
Worley, Johnathan	\$250.00 and a certificate

WHEREAS, the above-mentioned employees have been employed with Pittsburg County on or before the first working day of 2023 and have not had an accident or been involved in an accident causing injury to himself, any other employee or any customer during the year 2023. It is our hope to recognize them with an incentive to continue their exemplary record.

Approved this 16<sup>th</sup> day of January, 2024.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

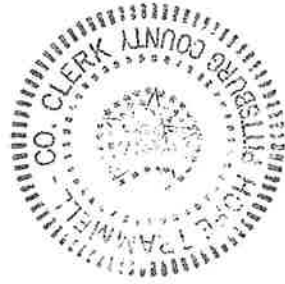
ATTEST:

CHAIRMAN \_\_\_\_\_

MEMBER \_\_\_\_\_

MEMBER \_\_\_\_\_

COUNTY CLERK \_\_\_\_\_



\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RESOLUTION  
24-183

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, January 16, 2024.

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

6055, issued on January 5, 2024 to Bank of America in the amount of \$220.00 for Lodging

6013, issued on January 4, 2024 to Warren Power & Machinery Inc. for \$2,395.00 for Lease Payment

WHEREAS, the above-mentioned Purchase Orders were never used, no longer needed and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel Purchase Order 6055, 6013 for FY 2023-2024

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN \_\_\_\_\_

VICE-CHAIRMAN \_\_\_\_\_

MEMBER \_\_\_\_\_

COUNTY CLERK \_\_\_\_\_



RESOLUTION

NO. 24-184

The Board of County Commissioners, Pittsburg County, Met in regular session  
Tuesday, January 16<sup>TH</sup>, 2024.

**WHEREAS**, the **SHERIFFS DEPARTMENT** wishes to cancel the following Purchase  
Order

**3600** to Roe Tactical dated October 17<sup>TH</sup>, 2023 in the amount of \$35,167.54 for  
Deputy Supplies.

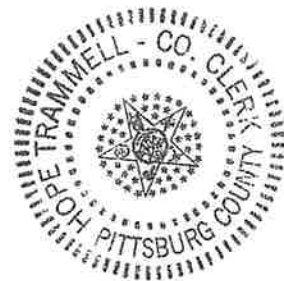
**WHEREAS**, the purchase order was not used, therefore it is no longer needed.

**THEREFORE BE IT RESOLVED**, Pittsburg County Commissioners do hereby cancel  
Purchase Order 3600 for FY 2023-2024.

\_\_\_\_\_  
CHAIRMAN

  
MEMBER

  
MEMBER



ATTEST:

  
COUNTY CLERK

RESOLUTION  
24-185

The Board of County Commissioners, Pittsburg County met in regular session on Tuesday, January 16, 2024.

WHEREAS, the following individual wishes to make a donation to the Pittsburg County Animal Shelter Donation Account (1235-1-8020-2202)

Mrs. Louis Gaberino, Sr. - \$100.00

WHEREAS, the Board of County Commissioners accepts this donation on behalf of the Pittsburg County Animal Shelter, to be deposited into the Pittsburg County Animal Shelter's Donation account (1235-1-8020-2202), to be used for the items that cannot be purchased through the Maintenance & Operations accounts.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby approves this donation, to be deposited into the Pittsburg County Animal Shelter's Donation Account.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN \_\_\_\_\_

VICE-CHAIRMAN *Cal B*

MEMBER *[Signature]*

COUNTY CLERK *E. Trammell*

RESOLUTION  
24-186

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, January 16, 2024.

WHEREAS, on December 27, 2023 the Board of County Commissioners, Pittsburg County, awarded Six month bids for Grader Blades to Welborn Sales the lowest bidder.

WHEREAS, after further review, it was determined that the Welborn Sales bid was not the best bid as there were stipulations and therefore the Board of County Commissioners has no recourse except to rescind the award to Welborn , reject the Welborn Sales bid and re-award the Six Month Bid for Grader Blades.

WHEREAS, the next lowest and good bid belongs to Dub Ross. All the qualifications as outlined in the bid specifications were met and should therefore be awarded to Dub Ross.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby rescind the award of Grader Blades for Six Month Bids and re-award said bid to Dub Ross.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



Chairman \_\_\_\_\_

Vice-Chairman \_\_\_\_\_

Member \_\_\_\_\_

County Clerk \_\_\_\_\_



RESOLUTION  
24-187

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, January 16, 2024.

WHEREAS, Haywood/Arpelar VFD wishes to declare the following item surplus:

Item#	Description	Serial/VIN
FD HWARP 302.3	2001 Ford F-350 Cab & Chassis	1FDWF36S3IED62911

WHEREAS, the above-mentioned item is no longer needed and should be declared surplus, to be sold at the Statewide Equipment Auction on March 10 & 11, 2024 in Elk City, Oklahoma.

THEREFORE BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby declare the above-mentioned item surplus, to be sold at the Statewide Equipment Auction, March 10 & 11, 2024 in Elk City, Oklahoma.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN \_\_\_\_\_



VICE-CHAIRMAN \_\_\_\_\_

MEMBER \_\_\_\_\_

COUNTY CLERK \_\_\_\_\_



To whom this may concern

Haywood-Arpelar Volunteer fire department would like to surplus a

2001 Ford F-350 cab and chassis (VIN 1FDWF36S31ED62911)

Due to mechanical issues , at the county auction in March 2024.

FD - HOWARD - 302.3

Justin Young Assistant Chief

Haywood-Arpelar Fire Dept.

RESOLUTION  
24-188  
To Advertise

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, January 16, 2024.

WHEREAS, Pittsburg County wishes to advertise for the following:

The Construction of a New Election Board Office Building

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

WHEREAS, a MANDATORY PRE-BID CONFERENCE will be scheduled for Monday, January 29, 2024 at 11:00 a.m. in the conference room of the Board of County Commissioners, 115 E. Carl Albert Pkwy, McAlester, Oklahoma.

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

Sealed bids will be received and filed with the Pittsburg County Clerk until Friday, February 9, 2024 at 4:00 p.m. All bids received after 4:00 p.m. on Friday, February 9, 2024 WILL NOT BE OPENED. Bids will be opened on Monday, February 12, 2024 at 10:00 a.m. in the Board of County Commissioners Conference Room, 115 E. Carl Albert Pkwy, McAlester, Oklahoma. The Board of County Commissioners, Pittsburg County, reserves the right to reject any and all bids and re-advertise.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN \_\_\_\_\_



VICE-CHAIRMAN \_\_\_\_\_

MEMBER \_\_\_\_\_

COUNTY CLERK \_\_\_\_\_

*Carl Albert*  
*Robert*

*Hope Trammell*

## **ELECTION BOARD BUILDING**

**COUNTY WILL PROVIDE DIRT WORK NEEDED FOR THE SLAB**

### **CONCRETE**

18 X 18 FOOTING - 4 BARS 1/2 REBAR

6" SCREENING BED

4 1/2" SLAB 3500 PSI MIX

3/8" REBAR, 16" ON CENTERS

ANCHOR BOLTS

SAW CUT

PLASTIC BETWEEN SCREENING AND SLAB

### **METAL BUILDING**

40'X60'X12' 3/12 PICH

PREFER BEIGE EXTERIOR WALLS AND BROWN ROOF

GUTTERS AND DOWNS

1 - 6' X 7' GLASS ENTRY DOOR

8 - 4'X6' FIXED WINDOWS

4" CLOSED CELL SPRAY FOAM INSULATION

ALSO INCLUDE A COVERED DRIVE-THRU AT THE FRONT DOOR, 24' X 24'

### **INTERIOR**

OFFICES AS PER PLANS

2"X4" WOOD FRAMING ON ALL EXTERIOR WALLS AND OFFICES

BATT INSULATION IN ALL WALLS

ALL INTERIOR DOORS WILL BE 3' X 6'8"

DROP CEILING WITH 8" BATT INSULATION

24' COUNTER OPEN IN BACK WITH SHELF

**COUNTER TO BE DISASSEMBLED AND MOVED FROM COURTHOUSE LOCATION AND RE-INSTALLED**

25' OF UPPER AND LOWER CABINETS WITH SINK

RESTROOM WILL HAVE 1 STOOL AND 1 SINK

FLOORS TO BE ACID WASHED (COLOR EQUIVALENT TO EAGLE GRAPHITE) AND SEALED

INTERIOR WALLS TO BE PAINTED - COLOR EQUIVALENT TO SHERWIN-WILLIAMS OYSTER WHITE SW7637

14'X14' STORAGE ROOM TO BE FITTED TO SHELVING FROM PREVIOUS LOCATIONS

CABINETRY FROM COURTHOUSE LOCATION SHALL BE USED WHEN POSSIBLE

INCLUDE KITCHEN SINK, LARGE SINGLE BOWL, STAINLESS STEEL

INCLUDE FAUCET

INCLUDE BATHROOM VANITY WITH SINK AND FAUCET, PREFER VANITY TO HAVE CABINETS UNDERNEATH SINK

INCLUDE TOILET

MOP STATION: NEEDS FLOOR DRAIN AND FAUCET

INCLUDE HOT WATER HEATER

**PLUMBING**

- ONE BATHROOM SINK
  - ONE BATHROOM TOILET
  - ONE KITCHEN SINK
  - ONE MOP STATION
  - ONE HOT WATER HEATER
- PLUMBER WILL BE REQUIRED TO TIE-IN TO ALL NECESSARY WATER AND SEWER LINES  
PLUMBER WILL BE REQUIRED TO INSTALL NEW WATER METER**

**ELECTRICAL**

- ELECTRIC AND DATA OUTLETS - 32
- 2 - 3 TON HEAT-AIR UNITS
- 36 DROP IN LIGHTS
- 1 EXIT LIGHT
- 200 AMP SERVICE

**INSURANCE**

- WORKERS COMP
- GENERAL LIABILITY

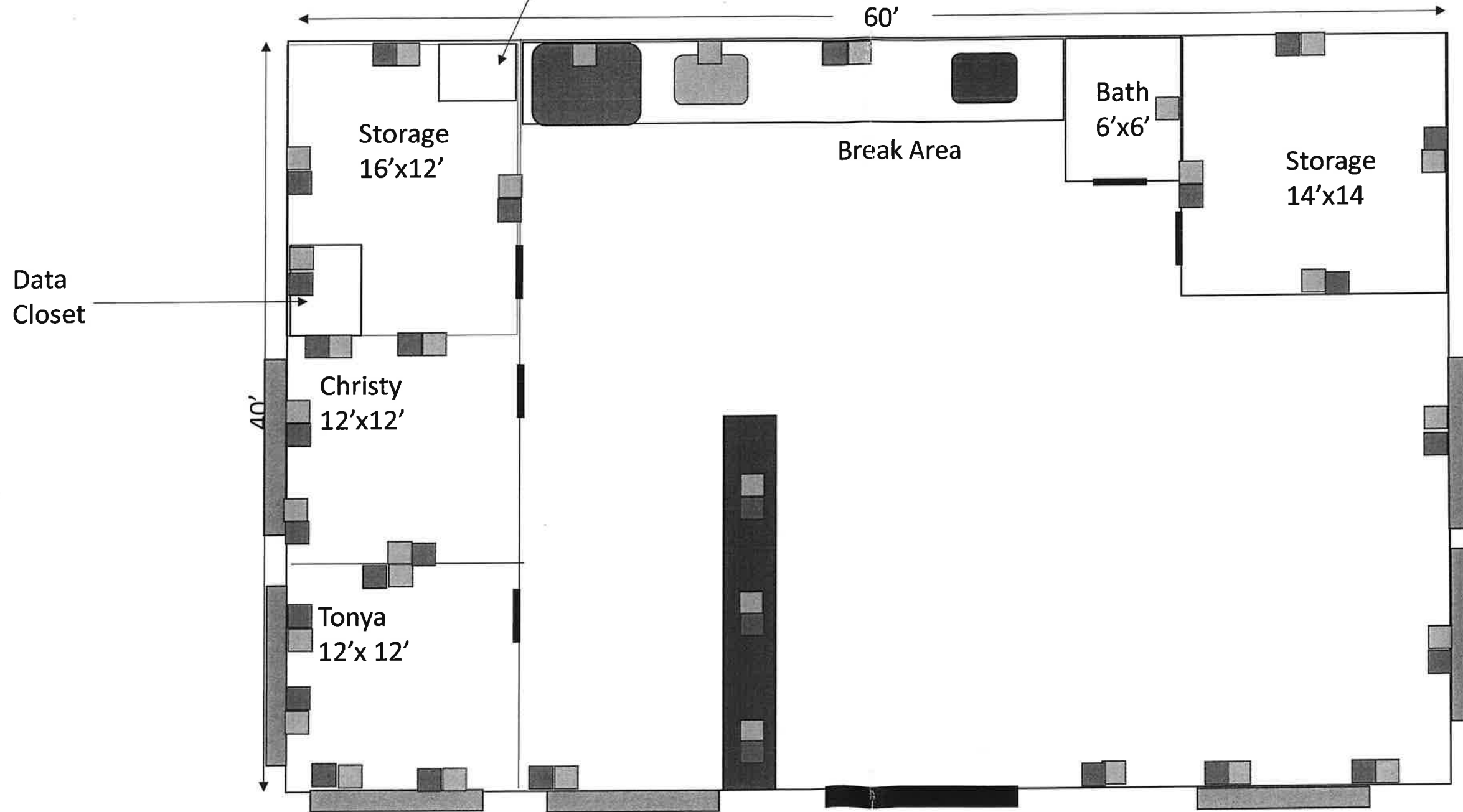
**BONDS**

- BID BOND WILL BE REQUIRED WITH BID
- MAINTENANCE BOND WILL BE REQUIRED AT TIME BID IS AWARDED AND CONTRACT IS SIGNED
- PAYMENT BOND WILL BE REQUIRED AT TIME BID IS AWARDED AND CONTRACT IS SIGNED

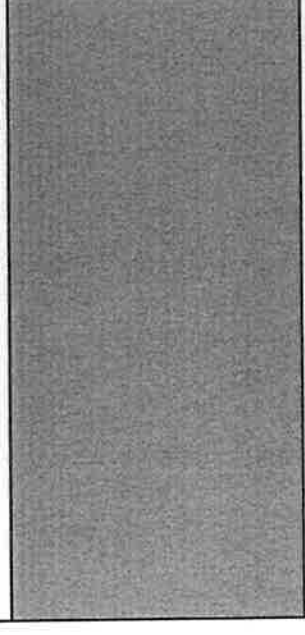
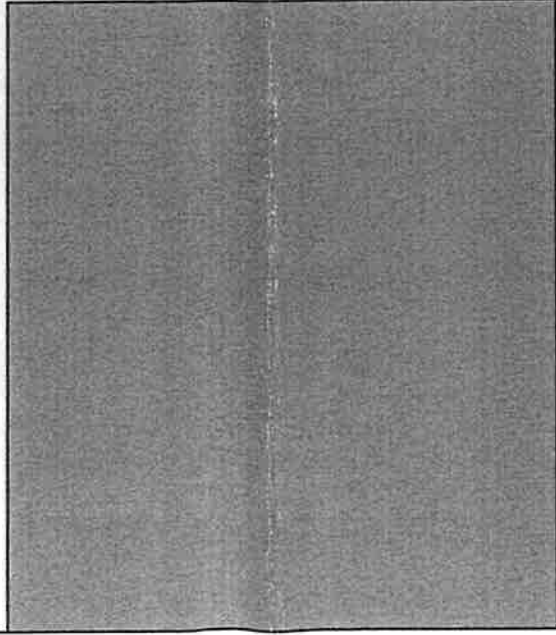
**ALL BIDS SHALL INCLUDE A START DATE AND A FINISH DATE FOR THE PROJECT**

- Electrical outlets
- Data ports

MOP STATION & HOT WATER HEATER



PITTSBURG COUNTY  
ELECTION BOARD



RESOLUTION  
# 24-189

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, January 16, 2024

WHEREAS, the Pittsburg County Assessor wishes to declare the following items as junk:

- H-219-53 HP Computer serial#MXL8270TMQ
- H-221-58 HP Keyboard serial# BC2AA0FLUVVTD6
- H-222-55 HP 22" Monitor serial#CNK816056Y

THEREFORE, BE IT KNOWN, that the Board of County Commissioners, Pittsburg County, do hereby declare the items junked, to be removed from the inventory of the Pittsburg County Assessor.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

\_\_\_\_\_  
CHAIRMAN

*[Signature]*  
MEMBER

*[Signature]*  
MEMBER

ATTEST:



*[Signature]*  
COUNTY CLERK