



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

JUN 09 2023
TIME 8:35 AM
HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY
BY _____ DEPUTY

DATE: June 12, 2023

TIME: 9:00 A.M.

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

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

AGENDA

1. CALL MEETING TO ORDER
2. ROLL CALL: CHARLIE ROGERS CHAIRMAN
ROSS SELMAN VICE-CHAIRMAN
KEVIN SMITH MEMBER

3. APPROVAL OF AGENDA

4. APPROVE/DISAPPROVE MEETING MINUTES

- A. Regular Meeting from June 5, 2023

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS

PERSONS ADDRESSING THE BOARD SHOULD STATE THEIR NAME AND ADDRESS FOR THE RECORD AND WILL BE LIMITED IN DURATION TO THREE (3) MINUTES. COMMENTS ARE LIMITED TO ITEMS ON THE AGENDA. ANY COMMENTS BY THE PUBLIC ON ITEMS NOT ON THE AGENDA CANNOT BE ACKNOWLEDGED OR DISCUSSED BUT CAN BE PLACED ON AN UPCOMING AGENDA FOR DISCUSSION AND POSSIBLE ACTION.

6. OFFICIALS – DEPARTMENT REPORTS

None.

7. FISCAL TRANSACTIONS

- A. Claims and Purchase Orders
- B. Transfers
- C. Monthly Reports
- D. Blanket Purchase Orders
- E. Payroll

8. UNFINISHED BUSINESS

- A. Award/Reject Bid No. 26

9. AGENDA ITEMS

- A. Resolution 23-314 to cancel purchase order - District 2
- B. Resolution 23-315 to cancel purchase order – District 1
- C. Resolution 23-316 to establish a cemetery – District 1
- D. Resolution 23-317 to deposit check – District 3
- E. Resolution 23-318 to remove item from inventory – BOCC
- F. Resolution 23-319 to declare junk – BOCC
- G. Resolution 23-320 to amend the Pittsburgh County Drug and Alcohol Testing Policy - BOCC
- H. Resolution 23-321 to declare items as surplus and transfer to District 2– BOCC
- I. Resolution 23-322 to declare junk – Highway 9 Fire Department
- J. Resolution 23-323 to transfer to Drug Court – BOCC
- K. Resolution 23-324 to cancel purchase order – Sheriff
- L. Resolution 23-325 to cancel purchase order – Jail
- M. Resolution 23-326 to cancel purchase order – County Clerk
- N. Resolution 23-327 to cancel purchase orders – Ashland Fire Department
- O. Resolution 23-328 to cancel purchase orders – Fire Fighters Association
- P. Resolution 23-329 to cancel purchase orders – Tannehill Fire Department
- Q. Discussion, Consideration, and Possible Action regarding the Memorandum of Understanding between the Chickasaw Nation and Pittsburgh County for the purpose of housing and caring for inmates.
- R. Discussion, Consideration, and Possible Action regarding the Memorandum of Understanding between the Choctaw Nation and Pittsburgh County for the purpose of housing and caring for inmates.
- S. Discussion, Consideration, and Possible Action to Approve/Disapprove the contract between Pittsburgh County and Garland/DBS, Inc. for the Pittsburgh County Justice Center Roofing Project.
- T. Discussion, Consideration, and Possible Action to Approve/Disapprove the SAAS Services Agreement between Genasys, Inc. and Pittsburgh County.
- U. Discussion, Consideration, and Possible Action to Approve/Disapprove Amended Resolution 23-270 regarding the opening of a section line between Sections 6 and 7, Township 7 North, Range 15 East – District 3
- V. Verbally Approve/Disapprove agreement between OMECORP Genesis and Pittsburgh County Treasurer for new mail machine for Fiscal Year 2023-2024.
- W. Discussion, Consideration, and Possible Action to approve proposal for HVAC Control System with Johnson Control.

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

- A. Bid No. 24, One (1), selling of 1989 Ford FN9 Truck
- B. Bid No. 27, Six Month Bids
- C. Bid No. 28, One (1) 2022 or newer Chevrolet Suburban

14. RECESS/ADJOURNMENT



Commissioner's Assistant

**PITTSBURG COUNTY COMMISSIONER
JUNE 12, 2023
MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on June 12, 2023 at 9:00 A.M., Meeting held in County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:35 A.M., June 9, 2023.

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

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

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MEETING MINUTES:

A. REGULAR MEETING, FROM JUNE 5, 2023: The minutes from the previous meeting, June 5, 2023 regular meeting were read. Smith made a motion to approve the minutes as read; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

6. OFFICIALS – DEPARTMENT REPORTS: None.

7. FISCAL TRANSACTIONS:

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
Expo	11234	\$ 1,000.00	KC Farm Machinery
Haywood/Arpelar Fire	11236	\$18,000.00	Myer Fire Support
Jail	11243	\$ 500.00	H2O Depot
Jail	11244	\$ 500.00	Compliance Resource Group
Jail	11245	\$ 500.00	Holman's Fast Lube

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

E. PAYROLL: Selman made a motion to approve the mid-month payroll seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS:

A. AWARD/REJECT BID NO. 26: Rogers read a letter from the Krebs Fire Department request to reject all bids and re- advertise. Rogers made a motion to reject the bids; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

9. AGENDA ITEMS:

A. RESOLUTION 23-314 TO CANCEL PURCHASE ORDER – DISTRICT 2: Rogers read the resolution stating purchase order 9126. Rogers made a motion to cancel the purchase order; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

B. RESOLUTION 23-315 TO CANCEL PURCHASE ORDER – DISTRICT 1: Rogers read the resolution stating purchase order 10126. Rogers made a motion to cancel the purchase order; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

C. RSOLUTION 23-316 TO ESTABLISH A CEMETERY – DISTRICT 1: Rogers made a motion to strike the item from the agenda; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

D. RESOLUTION 23-317 TO DEPOSIT CHECK DISTRICT 1: Rogers read the resolution. Smith made a motion to correct the agenda to read district 1, seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

E. RESOLUTION 23-318 TO REMOVE ITEM FROM INVENTORY - BOCC: Rogers read the resolution stating the following item.

DESCRIPTION	ITEM#	VIN/SERIAL#
Canon ImageRunner C55S5I	D-213.4	N/A

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

F. RESOLUTION 23-319 TO DECLARE JUNK - BOCC: Rogers read the resolution stating the following item.

DESCRIPTION	ITEM#	VIN/SERIAL#
Coffee Maker	D-610.1	N/A

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

G. RESOLUTION 23-320 TO AMEND THE PITTSBURG COUNTY DRUG AND ALCOHOL TESTING POLICY - BOCC: Sandra Crenshaw explained the amendment. Rogers made a motion to approve the amendment; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

H. RESOLUTION 23-321 TO DECLARE ITEMS SURPLUS AND TRANSFER TO DISTRICT 2 – BOCC: Rogers read the resolution stating the following items.

DESCRIPTION	ITEM#	SERIAL/VIN#
RX Comfort Task Chair	D-102.56	N/A
RX Comfort Task Chair	D-102.57	N/A
RX Comfort Task Chair	D-102.58	N/A

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

I. RESOLUTION 23-322 TO DECLARE JUNK – HIGHWAY 9 FIRE DEPARTMENT: Rogers read the resolution stating the following items.

DESCRIPTION	ITEM#	SERIAL/VIN#
Tool Box	RF-610-1	N/A
Tool Box	RF-610-2	N/A
Tool Box	RF-610-3	N/A
Tool Box	RF-610-4	N/A

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

J. RESOLUTION 23-323 TO TRANSFER TO DRUG COURT - BOCC: Rogers read the resolution stating the following item.

DESCRIPTION	ITEM#	SERIAL/VIN#
2012 Heritage Bookcase	D-106.06	N/A

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

K. RESOLUTION 23-324 TO CANCEL PURCHASE ORDER - SHERIFF: Rogers read the resolution stating purchase order 10974. Smith made a motion to cancel the purchase order; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

L. RESOLUTION 23-325 TO CANCEL PURCHASE ORDER - JAIL: Rogers read the resolution stating purchase order 10617. Rogers made a motion to cancel the purchases order; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

M. RESOLUTION 23-326 TO CANCEL PURCHASE ORDER – COUNTY CLERK: Rogers read the resolution stating purchase order 9124. Rogers made a motion to cancel the purchase order; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

N. RESOLUTION 23-327 TO CANCEL PURCHASE ORDERS – ASHLAND FIRE DEPARTMENT: Rogers read the resolution stating purchase orders 3069, 4018, 4800, 8582, 6766, 7690 and 8907. Selman made a motion to cancel the purchase orders; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

O. RESOLUTION 23-328 TO CANCEL ORDERS – FIRE FIGHTERS ASSOCIATION: Rogers read the resolution stating purchase orders 49, 3081, 4023, 4806, 5857 and 7695. Selman made a motion to cancel the purchase orders; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

P. RESOLUTION 23-329 TO CANCEL PURCHASE ORDERS – TANNEHILL FIRE DEPARTMENT: Rogers read the resolution stating purchase orders 1909, 3071, 4020, 4802, 5854 and 6768. Rogers made a motion to cancel the purchase orders; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

Q. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION REGARDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CHICKASAW NATION AND PITTSBURG COUNTY FOR THE PURPOSE OF HOUSING AND CARING FOR INMATES: Sheriff Morris stated that the per date rate will now be \$50.00 a day for each individual. Smith made a motion to approve the memorandum; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

R. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION REGARDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CHOCTAW NATION AND PITTSBURG COUNTY FOR THE PURPOSE OF HOUSING AND CARING FOR INMATES: Smith made a motion to approve the memorandum; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

S. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE/DISAPPROVE THE CONTRACT BETWEEN PITTSBURG COUNTY AND GARLAND/DBS, INC. FOR THE PITTSBURG COUNTY JUSTICE CENTER ROOFING PROJECT: Rogers stated that the contract is for the jail roof. Smith made a motion to approve the contract; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

T. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE/DISAPPROVE THE SAAS SERVICES AGREEMENT BETWEEN GENASYS, INC AND PITTSBURG COUNTY: Smith made a motion to approve the agreement; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

U. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE/DISAPPROVE AMENDED RESOLUTION 23-270 REGARDING THE OPENING OF A SECTION LINE BETWEEN SECTIONS 6 AND 7, TOWNSHIP 7 NORTH, RANGE 15 EAST – DISTRICT 3: Sandra Crenshaw explained the amendment. Rogers made a motion to approve the amended resolution; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

V. VERBALLY APPROVE/DISAPPROVE AGREEMENT BETWEEN OMECORP GENESIS AND PITTSBURG COUNTY TRASURER FOR NEW MAIL MACHINE FOR FISCAL YEAR 2023-2024: Smith made a motion to approve the agreement; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

W. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE PROPOSAL FOR HVAC CONTROL SYSTEM WITH JOHNSON CONTROLS: Smith explained the issues with the current control system and what the proposal consists of. Smith stated that the amount of the proposal is \$108,454.00. Smith made a motion to approve the proposal; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

10. ROAD CROSSING PERMIT: 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 POSITN OF THIS AGENDA: Rogers asked about the ac compressors at the courthouse. Smith explained what has been done to this point.

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

14. ADJOURNMENT/RECESS: Rogers made a motion to recess until 10:00; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed. Meeting Recessed.

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

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

13. 10:00 A.M. – BID OPENINGS:

A. BID NO. 24, ONE (1), SELLING OF 1989 FORD FNP TRUCK: The following bids were received.

VENDOR	AMOUNT
Scott Hamilton	\$3550.00

Smith made a motion to accept the bids as opened and table for review; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

B. BID NO. 27, SIX MONTH BIDS: The following bids were received.

CRUSHED STONE

Stigler Stone
Mid-States Materials
Dolese
Blessing Gravel

MAUFACTURED SAND

Muskogee Sand
Camp Stone
Dolese

ASPHALT SAND

Muskogee Sand
Twin Cities Ready Mix

ROAD OILS

Vance Bros.
Coastal Energy
Ergon Asphalt Emulsions
Asphalt & Fuel Supply
Wright Asphalt Products

HAULING

Parrott Trucking
JB Services
Five S Dirt Work
Circle S Transport

GRADER BLADES

Dub Ross Co.
Warren Cat
Yellowhouse Machinery (No Notary Seal)

PLASTIC PIPE

The Railroad Yard
Core & Main
KC Farm Machinery
DP Supply Co.

NEW & USED STEEL

The Railroad Yard

USED STEEL PIPE

The Railroad Yard
Sunbelt Equipment

TIRES

OK Tire
Direct Discount Tire
T&W Tire

TIRE SERVICE

T&W Tire
OK Tire

Smith made a motion to accept the bids as opened and table for review; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

C. BID NO. 28, ONE (1) 2022 OR NEWER CHEVROLET SUBURBAN: The following bids were received.

VENDOR	AMOUNT
Freedom Ford	\$67,469.00 – 2023 Expedition Max
Metro Ford of OKC	\$90,100.00 – 2023 Expedition Max
Classic Chevrolet	\$79,503.00 - 2023 Suburban RST
	\$80,288.00 – 2023 Suburban Z71
	\$89,338.00 – 2023 Suburban Premier
	\$91,123.00 – 2023 Suburban High Country

Smith made a motion to accept the bids as opened and table for review; seconded by Selman.

AYE: Charlie Rogers
 Ross Selman
 Kevin Smith

NAY: None.

Motion Passed.

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

AYE: Charlie Rogers
 Ross Selman
 Kevin Smith

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2022-2023

Date Range: 06/12/2023 to 06/12/2023

PO	Warrant No.	Vendor Name	Purpose	Amount
Animal Shelter				
1316-1-8020-2005				
010829	000727	BRIGGS PRINTING	RECEIPT BOOKS	\$ 264.00
011062	000728	CITY OF MCALESTER	MONTHLY SERVICE	\$ 797.71
011080	000729	MWI VET SUPPLY	VET SUPPLIES	\$ 1,020.13
011086	000730	CATHEY & ASSOCIATES LLC	DOOR REPAIR	\$ 351.84
011090	000731	ADA PAPER COMPANY	COPY PAPER	\$ 52.95
011103	000732	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 78.00
011110	000733	CENTER, EWELL	VET SERVICES	\$ 700.00
011195	000734	FC INDUSTRIES LLC	INCINERATOR PARTS	\$ 841.44
011196	000735	WALMART COMMUNITY CARD	DOG AND CAT FOOD	\$ 344.72
011197	000736	LOWES	KENNEL SUPPLIES	\$ 118.75
Total:				\$ 4,569.54

ARPA 2021

1566-1-2000-2005				
008987	000127	QUALITY VELASQUEZ CONSTRUCTIO	REPAIRS	\$ 2,350.00
011076	000128	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 7,676.68
Total:				\$ 10,026.68

Econ Dev Trust

7603-4-0500-2005				
008252	000388	H20 DEPOT	WATER & COOLER RENT	\$ 9.20
008865	000389	H20 DEPOT	WATER & COOLER RENT	\$ 9.20
009860	000390	COMDATA	FUEL	\$ 616.88
009869	000391	JOHNNYS A STREET MARKET	CONCESSION SUPPLIES	\$ 30.50
009873	000392	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 929.54
009886	000393	JOHNNYS A STREET MARKET	INMATE LUNCHES	\$ 293.65
009895	000394	LOWES	PARTS & SUPPLIES	\$ 194.60
009928	000395	PEPSI-COLA BOTTLING CO.	CONCESSION SUPPLIES	\$ 637.00
010904	000396	BEMAC SUPPLY	PLUMBING SUPPLIES	\$ 332.87
010987	000397	CITY OF MCALESTER	MONTHLY SERVICE	\$ 742.26
010988	000398	H20 DEPOT	WATER & COOLER RENT	\$ 63.50
010994	000399	WALTMAN, KEVIN	SECURITY DEPOSIT RET	\$ 500.00
011028	000400	ALDERSON REGIONAL LANDFILL	ADMINSTRATIVE FEES	\$ 5.25
011070	000401	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 21.02
011072	000402	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 21.02

PO	Warrant No.	Vendor Name	Purpose	Amount
Econ Dev Trust				
7603-4-0500-2005				
011079	000403	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 189.67
011082	000404	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 150.08
011087	000405	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 44.76
011091	000406	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 247.11
011098	000407	AT&T MOBILITY	MONTHLY SERVICE	\$ 133.10
011113	000408	STACEY, NORA	CONTRACT LABOR	\$ 40.00
011114	000409	HATCHER, SONDR	CONTRACT LABOR	\$ 65.00
011139	000410	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 934.38
Total:				\$ 6,210.59

Emergency Mgmt

1212-2-2700-1310				
011005	000379	KING, TYLER	TRAVEL	\$ 88.50
011008	000380	VERNER, MICHAEL	TRAVEL	\$ 88.50
011202	000381	BROWN, DALE	TRAVEL	\$ 88.50
011203	000382	ENLOE, KEVIN J.	TRAVEL	\$ 88.50
011204	000383	CRONE, RANDY	TRAVEL	\$ 88.50
011205	000384	FOSTER, WOODROW	TRAVEL	\$ 88.50
011206	000385	FREAS, TOBY	TRAVEL	\$ 88.50
011207	000386	MICK, WILLIAM K.	TRAVEL	\$ 88.50
011208	000387	MORROW, ROBERT	TRAVEL	\$ 88.50
011209	000388	HUBBARD, GREG	TRAVEL	\$ 88.50
011210	000389	COSSEY, DENTON V.	TRAVEL	\$ 88.50
011211	000390	SCHOGGINS, BOBBIE	TRAVEL	\$ 88.50
011212	000391	CHAMLEE, DAVID	TRAVEL	\$ 88.50
011213	000392	MOORE, JEFFREY	TRAVEL	\$ 88.50
011214	000393	WEEKS, MATHEW	TRAVEL	\$ 88.50
Total:				\$ 1,327.50

1212-2-2700-2005

006777	000394	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 310.91
007688	000395	OTA PIKEPASS CUSTOMER SERVICE C	TOLL	\$ 13.10
009540	000396	VICARS POWERSPORTS	EQUIPMENT ACCESSORI	\$ 2,277.69
009864	000397	COMDATA	FUEL	\$ 890.85
010351	000398	KELLPRO SOFTWARE & TECHNOLOG	EMAIL SERVICES	\$ 925.00
010796	000399	PRO KILL INC.	PEST CONTROL	\$ 212.00
011006	000400	SUMMIT FIRE & SECURITY LLC	ALARM MONITORING	\$ 231.00
011007	000401	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 34.80
011009	000402	SUMMIT FIRE & SECURITY LLC	ALARM MONITORING	\$ 231.00
011051	000403	AT&T MOBILITY	MONTHLY SERVICE	\$ 759.60
011083	000404	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 254.80
011201	000405	VYVE BROADBAND	MONTHLY SERVICE	\$ 173.74

Emergency Mgmt

Total: \$ 6,314.49

General

0001-1-0100-2005

009850	003960	COMDATA	FUEL	\$ 1,205.73
009853	003961	OTA PIKEPASS CUSTOMER SERVICE	TOLL	\$ 28.90
011029	003962	THOMSON REUTERS WEST	INVESTIGATIVE RESEAR	\$ 385.73
011030	003963	ACCESS	MONTHLY SERVICE	\$ 93.71

Total: \$ 1,714.07

0001-1-0600-2005

011055	003964	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 56.72
011172	003965	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 144.00

Total: \$ 200.72

0001-1-1000-2005

011017	003966	SECRETARY OF STATE	NOTARY RENEWAL	\$ 20.00
--------	--------	--------------------	----------------	----------

Total: \$ 20.00

0001-1-1700-2005

009851	003967	COMDATA	FUEL	\$ 327.43
--------	--------	---------	------	-----------

Total: \$ 327.43

0001-1-2000-1221

011186	003968	OKLAHOMA PUBLIC EMPL. RET	UNUSED SICK LEAVE	\$ 7,785.28
--------	--------	---------------------------	-------------------	-------------

Total: \$ 7,785.28

0001-1-2200-2005

009711	003969	OCI MANUFACTURING	BOXES	\$ 448.10
011121	003970	AT&T MOBILITY	MONTHLY SERVICE	\$ 139.59
011122	003971	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 86.89
011123	003972	PITNEY BOWES GLOBAL FINANCIAL S	POSTAGE METER LEASE	\$ 179.64

Total: \$ 854.22

0001-1-3300-2005

010104	003973	SMC TECHNOLOGIES INC	BOILER MAINTENANCE	\$ 832.87
010105	003974	WAV 11	CABLE ETC.	\$ 310.00
010552	003975	SMC TECHNOLOGIES INC	BOILER PARTS	\$ 862.72
010995	003976	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 500.55
010996	003977	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 549.15
011001	003978	CITY OF MCALESTER	MONTHLY SERVICE	\$ 469.83

PO	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-1-3300-2005				
011032	003979	CITY OF MCALESTER	MONTHLY SERVICE	\$ 185.98
011057	003980	AT&T MOBILITY	MONTHLY SERVICE	\$ 120.12
011061	003981	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 500.25
011069	003982	ALL ABOUT U PLUMBING	REPAIRS	\$ 129.00
011099	003983	AT&T MOBILITY	MONTHLY SERVICE	\$ 294.24
011161	003984	LOWES	MAINTENANCE SUPPLIE	\$ 102.54
011180	003985	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 645.60
Total:				\$ 5,502.85
0001-2-1800-2005				
011000	003986	CRAIG COUNTY DETENTION CENTER	JUVENILE DETENTION	\$ 775.00
011222	003987	EASTERN OK YOUTH SERVICES INC	JUVENILE DETENTION	\$ 194.85
Total:				\$ 969.85
0001-2-2700-2005				
011014	003988	STAPLES CREDIT PLAN	OFFICE CHAIR	\$ 1,370.96
Total:				\$ 1,370.96
0001-4-0501-2005				
011183	003989	RURAL WATER DIST. #7	MONTHLY SERVICE	\$ 72.32
Total:				\$ 72.32
0001-5-0900-2005				
010592	003990	NASP INC.	PROGRAM SUPPLIES	\$ 330.00
Total:				\$ 330.00
Health				
1216-3-5000-2005				
010657	000396	LOWES	MAINTENANCE SUPPLIE	\$ 157.14
010687	000397	C R MOWING	LAWN CARE	\$ 250.00
010903	000398	LOWES	MAINTENANCE SUPPLIE	\$ 27.15
011226	000399	VYVE BROADBAND	MONTHLY SERVICE	\$ 226.15
011227	000400	CITY OF MCALESTER	MONTHLY SERVICE	\$ 524.96
011228	000401	SHRED-IT	SHRED SERVICE	\$ 219.36
011229	000402	AT&T MOBILITY	MONTHLY SERVICE	\$ 206.20
011230	000403	AT&T MOBILITY	MONTHLY SERVICE	\$ 309.30
011231	000404	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 2,266.08
011232	000405	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 42.93
Total:				\$ 4,229.27

PO	Warrant No.	Vendor Name	Purpose	Amount
Highway				
1102-6-4100-2005				
007988	002927	YELLOW HOUSE MACHINE	EQUIP PARTS	\$ 564.95
010989	002928	ACCO	REGISTRATION	\$ 165.00
			Total:	\$ 729.95
1102-6-4200-2005				
010985	002929	ACCO	REGISTRATION	\$ 130.00
			Total:	\$ 130.00
1102-6-4300-2005				
009879	002930	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 1,042.64
010986	002931	ACCO	REGISTRATION FEE	\$ 130.00
			Total:	\$ 1,172.64
1102-6-6520-2005				
010813	002932	ADAMS TRUE VALUE	KEYS	\$ 6.00
			Total:	\$ 6.00
Hwy-ST				
1313-6-8040-2005				
009929	002313	COMDATA	FUEL	\$ 218.12
010108	002314	DOLESE	#4 SCREENINGS	\$ 5,038.18
010471	002315	MUSKOGEE SAND COMPANY INC	CLASS A SAND	\$ 4,955.64
011045	002316	PEPSI-COLA BOTTLING CO.	BOTTLED WATER	\$ 300.00
011088	002317	RAM INC	FUEL	\$ 7,065.72
011089	002318	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 18,509.04
011100	002319	AT&T MOBILITY	MONTHLY SERVICE	\$ 51.55
011112	002320	JAMES SUPPLIES	CYLINDER RENTALS	\$ 13.95
			Total:	\$ 36,152.20
1313-6-8040-4130				
011132	002321	WELCH STATE BANK	LEASE PAYMENT	\$ 15,723.91
			Total:	\$ 15,723.91
1313-6-8041-2005				
008896	002322	P & K EQUIPMENT	PARTS & SHOP SUPPLIE	\$ 79.36
009867	002323	OK TIRE	TIRES & SERVICES	\$ 314.28
009870	002324	H2O DEPOT	WATER & COOLER RENT	\$ 18.40
009927	002325	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 574.71
009931	002326	WELDON PARTS INC.	PARTS & SHOP SUPPLIE	\$ 404.65

PO	Warrant No.	Vendor Name	Purpose	Amount
Hwy-ST				
1313-6-8041-2005				
010136	002327	SHUTERRA LLC	WEED KILLER	\$ 7,200.00
010355	002328	O REILLY AUTO PARTS	PARTS & SHOP SUPPLIE	\$ 427.61
010652	002329	LOWES	SPRAYERS ETC	\$ 544.18
010822	002330	RAM INC	FUEL	\$ 2,438.06
010840	002331	JAMES SUPPLIES	WELDING SUPPLIES	\$ 156.08
010851	002332	KIAMICHI AUTOMOTIVE WAREHOUSE	GREASE GUNS ETC.	\$ 913.65
010858	002333	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 137.52
010998	002334	TINT KING LLC	WINDOW TINTING	\$ 1,680.00
011010	002335	MILLER OFFICE EQUIPMENT	COPY OVERAGE	\$ 22.30
011015	002336	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 48.60
011016	002337	US CELLULAR	MONTHLY SERVICE	\$ 404.20
011027	002338	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 74.37
011065	002339	RAM INC	FUEL	\$ 1,124.62
011104	002340	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 39.00
011107	002341	ADAMS TRUE VALUE	FENCE SUPPLIES	\$ 710.00
011125	002342	RAM INC	FUEL	\$ 6,237.42
			Total:	\$ 23,549.01
1313-6-8041-4130				
011133	002343	ARMSTRONG BANK	LEASE PAYMENT	\$ 10,679.29
011134	002344	CATERPILLAR FINANCIAL	LEASE PAYMENT	\$ 2,981.97
011135	002345	OKLA. DEPT OF TRANSPORTATION	LEASE PAYMENT	\$ 5,259.17
011136	002346	SECURITY NATIONAL BANK	LEASE PAYMENT	\$ 2,265.14
011137	002347	WELCH STATE BANK	LEASE PAYMENT	\$ 14,251.03
011138	002348	MERCEDES-BENZ FINANCIAL SVCS	LEASE PAYMENT	\$ 5,482.73
011140	002349	SECURITY STATE BANK	LEASE PAYMENT	\$ 5,827.71
			Total:	\$ 46,747.04
1313-6-8042-2005				
008813	002350	DOLESE	1 1/2" ODOT BASE TYPE	\$ 11,626.10
009012	002351	DOLESE	1 1/2" ODOT BASE TYPE	\$ 11,600.91
009913	002352	H20 DEPOT	WATER & COOLER RENT	\$ 27.20
010641	002353	ADAMS TRUE VALUE	CHAINS	\$ 38.00
010819	002354	ADAMS TRUE VALUE	FITTINGS	\$ 8.00
010848	002355	P & K EQUIPMENT	EQUIPMENT PARTS	\$ 2,460.52
010850	002356	YELLOW HOUSE MACHINE	BLADES ETC.	\$ 252.83
011035	002357	AT&T MOBILITY	MONTHLY SERVICE	\$ 10.93
011041	002358	AT&T MOBILITY	MONTHLY SERVICE	\$ 160.16
011096	002359	AT&T MOBILITY	MONTHLY SERVICE	\$ 1,033.61
011105	002360	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 39.00
			Total:	\$ 27,257.26

PO Warrant No. Vendor Name Purpose Amount

Hwy-ST

1313-6-8042-4110
 010553 002361 STEWART MARTIN EQUIPMENT EQUIPMENT PURCHASE \$ 79,764.83
Total: \$ 79,764.83

1313-6-8042-4130
 011141 002362 WELCH STATE BANK LEASE PAYMENT \$ 26,159.38
 011143 002363 ARMSTRONG BANK LEASE PAYMENT \$ 8,496.68
 011148 002364 OKLA. DEPT OF TRANSPORTATION LEASE PAYMENT \$ 6,497.33
 011152 002365 RCB BANK LEASE PAYMENT \$ 2,841.34
Total: \$ 43,994.73

1313-6-8043-2005
 009863 002366 OTA PIKEPASS CUSTOMER SERVICE C TOLL \$ 27.45
 009893 002367 OK TIRE TIRES & SERVICES \$ 709.00
 009906 002368 COMDATA FUEL \$ 3,698.86
 009918 002369 UNIFIRST FIRST AID CORP FIRST AID SUPPLIES \$ 172.68
 010226 002370 STAPLES ADVANTAGE OFFICE SUPPLIES \$ 432.72
 010365 002371 KIAMICHI AUTOMOTIVE WAREHOUSE PARTS & SHOP SUPPLIE \$ 1,476.65
 010536 002372 DOLESE 1 1/2" CRUSHER RUN \$ 10,001.27
 010620 002373 DIRECT DISCOUNT TIRE TIRES \$ 1,745.84
 010646 002374 RAM INC FUEL \$ 2,419.43
 010651 002375 KIAMICHI AUTOMOTIVE WAREHOUSE HUB ASSEMBLY \$ 509.98
 010659 002376 WARREN POWER & MACHINERY INC. BUSHINGS \$ 267.96
 010669 002377 RAM INC DIESEL \$ 4,306.50
 010681 002378 WELDON PARTS INC. TARP MOTOR \$ 166.83
 010799 002379 UNIFIRST CORP. UNIFORM MAINTENANCE \$ 572.27
 010830 002380 WARREN POWER & MACHINERY INC. WEAR STRIPS \$ 1,074.60
 010832 002381 W.E. ALLFORD PROPANE PROPANE \$ 38.25
 010853 002382 STANDARD MACHINE & WELDING EQUIPMENT REPAIR \$ 1,080.00
 010881 002383 WARREN POWER & MACHINERY INC. A/C PARTS \$ 438.11
 010916 002384 ALL ABOUT U PLUMBING PLUMBING REPAIRS \$ 125.00
 011024 002385 CITY OF MCALESTER MONTHLY SERVICE \$ 499.69
 011025 002386 CITY OF MCALESTER MONTHLY SERVICE \$ 71.29
 011026 002387 CITY OF MCALESTER MONTHLY SERVICE \$ 23.52
 011097 002388 AT&T MOBILITY MONTHLY SERVICE \$ 508.77
 011106 002389 COMPLIANCE RESOURCE GROUP DRUG TESTING \$ 39.00
 011187 002390 CANON FINANCIAL SERVICES COPIER LEASE \$ 150.00
Total: \$ 30,555.67

1313-6-8043-4130
 011144 002391 WELCH STATE BANK LEASE PAYMENT \$ 18,456.36
 011145 002392 WARREN POWER & MACHINERY INC. LEASE PAYMENT \$ 2,395.00
 011146 002393 WARREN POWER & MACHINERY INC. LEASE PAYMENT \$ 2,395.00
 011149 002394 WARREN POWER & MACHINERY INC. LEASE PAYMENT \$ 2,395.00

PO	Warrant No.	Vendor Name	Purpose	Amount
Hwy-ST				
1313-6-8043-4130				
011150	002395	OKLA. DEPT OF TRANSPORTATION	LEASE PAYMENT	\$ 4,309.54
011151	002396	WARREN POWER & MACHINERY INC.	LEASE PAYMENT	\$ 2,395.00
011153	002397	WARREN POWER & MACHINERY INC.	LEASE PAYMENT	\$ 2,395.00
			Total:	\$ 34,740.90
Jail-ST				
1315-2-8034-2005				
010997	000849	CITY OF MCALESTER	MONTHLY SERVICE	\$ 3,820.95
			Total:	\$ 3,820.95
1315-2-8034-2011				
010924	000850	CARING HANDS HEALTHCARE CENTE	OTC MEDS	\$ 34.00
010961	000851	INDIAN NATION WHOLESale CO.	MEDICAL SUPPLIES	\$ 74.26
			Total:	\$ 108.26
1315-2-8034-4110				
009724	000852	RJ KOOL COMPANY	WASHER	\$ 9,206.00
			Total:	\$ 9,206.00
JUVENILE MENTAL HEALTH				
7212-1-1900-2005				
008339	000003	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 317.74
			Total:	\$ 317.74
Rural Fire-ST				
1321-2-8203-2005				
011111	001073	THE BURROWS AGENCY	INSURANCE	\$ 8,773.00
			Total:	\$ 8,773.00
1321-2-8204-2005				
004049	001074	COMDATA	FUEL	\$ 49.02
007708	001075	COMDATA	FUEL	\$ 75.62
008928	001076	COMDATA	FUEL	\$ 214.36
009763	001077	EMERGENCY APPARATUS MAINTENA	REPAIRS AND MAINTENA	\$ 3,105.33
011059	001078	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 189.75
011060	001079	VERIZON	MONTHLY SERVICE	\$ 40.83

Rural Fire-ST

1321-2-8204-2005

Total: \$ 3,674.91

1321-2-8205-2005

009854 001080 KIAMICHI AUTOMOTIVE WAREHOUSE AUTO PARTS \$ 314.00
 010999 001081 US CELLULAR MONTHLY SERVICE \$ 151.36

Total: \$ 465.36

1321-2-8206-2005

006788 001082 COMDATA FUEL \$ 220.87
 009856 001083 SNOW, TITUS LAWN CARE \$ 1,000.00
 011004 001084 PUBLIC SERVICE CO. OF OKLAHOMA MONTHLY SERVICE \$ 81.33
 011067 001085 KIAMICHI ELECTRIC COOPERATIVE MONTHLY SERVICE \$ 49.00
 011068 001086 REPUBLIC SERVICES # 375 MONTHLY SERVICE \$ 275.16

Total: \$ 1,626.36

1321-2-8214-2005

009393 001087 WAV 11 INSTALLATION \$ 161.50
 010683 001088 WILSON TRUCK AND TIRE SERVICE VEHICLE SERVICE \$ 1,112.01
 011216 001089 REPUBLIC SERVICES # 375 MONTHLY SERVICE \$ 450.99

Total: \$ 1,724.50

1321-2-8214-4110

002832 001090 BANNER FIRE EQUIPMENT UTV \$ 11,154.00
 011217 001091 WAV 11 COMPUTER ETC \$ 2,115.00

Total: \$ 13,269.00

1321-2-8216-2005

009840 001092 COMDATA FUEL \$ 291.05
 011219 001093 SUMMIT UTILITIES OKLAHOMA INC MONTHLY SERVICE \$ 64.62

Total: \$ 355.67

1321-2-8217-2005

009841 001094 COMDATA FUEL \$ 168.76
 011176 001095 KIAMICHI ELECTRIC COOPERATIVE MONTHLY SERVICE \$ 52.24
 011177 001096 KIAMICHI ELECTRIC COOPERATIVE MONTHLY SERVICE \$ 248.80
 011178 001097 CROSS TELEPHONE CO. MONTHLY SERVICE \$ 260.38
 011179 001098 LONGTOWN RW&S DIST. #1 MONTHLY SERVICE \$ 61.62

Total: \$ 791.80

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8220-4110		FREEDOM FORD		
010329	001099		TRUCK	\$ 52,871.80
			Total:	\$ 52,871.80
1321-2-8222-2005		PRO KILL INC.	PEST CONTROL	\$ 126.00
008912	001100		MONTHLY SERVICE	\$ 45.86
011215	001101	PUBLIC SERVICE CO. OF OKLAHOMA		
			Total:	\$ 171.86
1321-2-8223-2005		BANNER FIRE EQUIPMENT	HOSES	\$ 380.00
008438	001102			
			Total:	\$ 380.00
1321-2-8225-2005		KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 82.96
011220	001103			
011221	001104	CANADIAN VALLEY TELEPHONE		\$ 127.00
			Total:	\$ 209.96
1321-2-8227-2005		COMDATA	FUEL	\$ 351.39
009843	001105		MONTHLY SERVICE	\$ 161.00
011170	001106	REPUBLIC SERVICES # 375		
011171	001107	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 241.57
			Total:	\$ 753.96
1321-2-8228-2005		COMDATA	FUEL	\$ 46.54
009844	001108			
			Total:	\$ 46.54
SH Commissary				
1223-2-0400-2005		INDIAN NATION WHOLESALE CO.	INHOUSE COMMISSARY	\$ 25.32
010628	000301		COMMISSARY PRODUCT	\$ 2,234.94
010869	000302	COMMISSARY EXPRESS	KIOSK FEES	\$ 107.25
010964	000303	COMMISSARY EXPRESS	CONTRACT LABOR	\$ 1,600.00
011013	000304	PENROD, MELINDA	SALES TAX	\$ 1,571.00
011036	000305	OKLAHOMA TAX COMMISSION		
			Total:	\$ 5,538.51
SH Svc Fee				

PO	Warrant No.	Vendor Name	Purpose	Amount
SH Svc Fee				
1226-2-0400-2012				
009428	002038	HILAND DAIRY	INMATE GROCERIES	\$ 687.00
010957	002039	HILAND DAIRY	INMATE GROCERIES	\$ 344.00
010958	002040	SGC FOODSERVICE	INMATE GROCERIES	\$ 2,905.77
010963	002041	INDIAN NATION WHOLESALE CO.	INMATE GROCERIES	\$ 1,406.85
010965	002042	SGC FOODSERVICE	INMATE GROCERIES	\$ 549.24
010968	002043	PERFORMANCE FOODSERVICE - LITT	INMATE GROCERIES	\$ 48.40
010969	002044	INDIAN NATION WHOLESALE CO.	INMATE GROCERIES	\$ 695.77
010976	002045	FLOWERS BAKING CO. OF DENTON	INMATE GROCERIES	\$ 397.04
010977	002046	PERFORMANCE FOODSERVICE - LITT	INMATE GROCERIES	\$ 1,448.34
010978	002047	PERFORMANCE FOODSERVICE - LITT	INMATE GROCERIES	\$ 1,903.34
010979	002048	SGC FOODSERVICE	INMATE GROCERIES	\$ 1,104.43

Total: \$ 11,490.18

1226-2-3400-2005				
009576	002049	BOB BARKER COMPANY	INMATE HYGIENE SUPPLI	\$ 139.59
009994	002050	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 236.94
010081	002051	H2O DEPOT	WATER & COOLER RENT	\$ 253.40
010478	002052	BOB BARKER COMPANY	INMATE HYGIENE SUPPLI	\$ 432.00
010631	002053	BOB BARKER COMPANY	INMATE HYGIENE SUPPLI	\$ 343.56
010956	002054	JOHNNYS A STREET MARKET	INMATE WORK CREW	\$ 22.79
010960	002055	BEMAC SUPPLY	PLUMBING SUPPLIES	\$ 653.63
010966	002056	INDIAN NATION WHOLESALE CO.	JAIL KITCHEN SUPPLIES	\$ 786.74
010967	002057	FASTENAL	JAIL MAINTENANCE SUP	\$ 231.44
010970	002058	JEREMY THOMAS CONSTRUCTION	PLUMBING REPAIRS	\$ 5,100.00
010971	002059	BEMAC SUPPLY	PLUMBING SUPPLIES	\$ 443.11
010982	002060	JE SYSTEMS INC	REPAIRS	\$ 99.00
011023	002061	WAV 11	SOFTWARE LICENSE	\$ 300.00
011073	002062	DISCOUNT STEEL	AUTO PARTS	\$ 167.00
011074	002063	ABOVE THE GRILL LLC	JAIL MAINTENANCE WOR	\$ 800.00
011081	002064	WEDDLE SIGNS	VEHICLE LETTERING	\$ 793.43
011093	002065	PEPSI-COLA BOTTLING CO.	BOTTLED WATER	\$ 288.00
011129	002066	WEDDLE SIGNS	VEHICLE LETTERING	\$ 793.43
011131	002067	BARLOW BUILT PERFORMANCE	BRAKES ETC	\$ 760.85
011159	002068	JAMESCO ENTERPRISES LLC	JAIL KITCHEN SUPPLIES	\$ 661.80
011160	002069	WEDDLE SIGNS	VEHICLE LETTERING	\$ 793.43

Total: \$ 14,100.14

1226-2-3400-2030				
010959	002070	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 108.00
010975	002071	SHRED-IT	SHRED SERVICE	\$ 122.68
011021	002072	PATTON VETERINARY CLINIC	VETERINARY SERVICE	\$ 298.00
011130	002073	JAMES SUPPLIES	CYLINDER LEASE	\$ 21.39

Total: \$ 550.07

PO Warrant No. Vendor Name Purpose Amount

SH Svc Fee

1226-2-3400-4110

009723	002074	RJ KOOL COMPANY	WASHER	\$ 9,206.00
011101	002075	METRO EMERGENCY UPFITTERS LLC	TRUCK ACCESSORIES	\$ 23,707.91

Total: \$ 32,913.91

Grand Total: \$ 555,510.39

KREBS FIRE DEPARTMENT

P.O. BOX 262

KREBS, OK 74554

Re: Bid #26

Krebs Fire Department declines all the offers that were collected for bid #26 and will go out to bid at a later time.

Yours in the Fire Service,

A handwritten signature in black ink, appearing to read "Jim Cortassa". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jim Cortassa

Krebs Fire Chief

RESOLUTION
23-314

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, June 12, 2023.

WHEREAS, Pittsburg County District 2 issued the following purchase order:

9126, issued April 6, 2023 to Holiday Inn Express in the amount of \$200.00 for lodging for Sandra Crenshaw & Leslie Gray to attend the ACCO Conference on July 26, 2023 thru July 27, 2023.

WHEREAS, Pittsburg County District 2 did not use the above-mentioned purchase order, it is no longer needed and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel purchase order 9126 in the amount of \$200.00.


BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

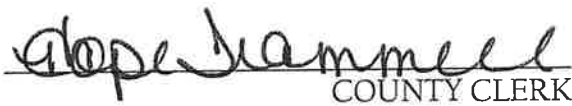
ATTEST:




CHAIRMAN


VICE-CHAIRMAN


MEMBER


COUNTY CLERK

RESOLUTION
23-315

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, June 12, 2023.

WHEREAS, Pittsburg County District 1 issued the following purchase order:

10276, issued May 11, 2023 to Bank of America/Embassy Suites in the amount of \$122.00 for lodging for Charlie Rogers to attend the ACCO Meetings on May 23, 2023 thru May 24, 2023.

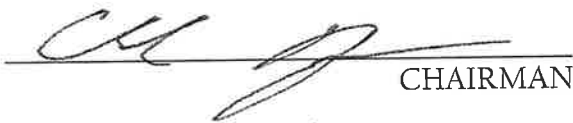
WHEREAS, Pittsburg County District 1 did not use the above-mentioned purchase order, it is no longer needed and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel purchase order 10276 in the amount of \$122.00.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

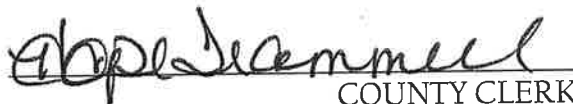
ATTEST:




CHAIRMAN


VICE-CHAIRMAN


MEMBER


COUNTY CLERK

RESOLUTION
NO. 23- 317

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, June 5, 2023.

WHEREAS, Pittsburg County has been issued a check from Security National Bank for overpayment on lease purchase #197016 in the amount of \$4,579.45. The check is to be deposited into the following account.

FUND	ACCOUNT	AMOUNT
Highway Sales Tax	1313-6-8041 4130	\$4,579.45

WHEREAS, Pittsburg County District #1 requests that the Board of County Commissioners approve this transaction of the deposit into the respective account.

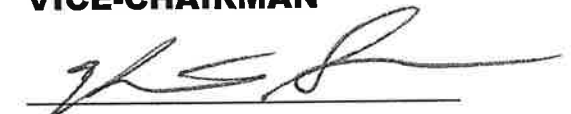
THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Pittsburg County do hereby approve the deposit of \$4,579.45 from Security National Bank.

ATTEST:




CHAIRMAN


VICE-CHAIRMAN


MEMBER


COUNTY CLERK



SECURITY NATIONAL BANK
 P.O. Box 1272 • Enid, Oklahoma 73702
 (580) 234-5151

NOTICE TO CUSTOMER
 IN THE EVENT THIS CHECK IS LOST, MIS-
 PLACED OR STOLEN, THE PURCHASE OF
 AN INDEMNITY BOND IS REQUIRED SUB-
 JECT TO A 90 DAY WAITING PERIOD.

33003

REMITTER

SNB

DATE 05/15/2023

86-17/1031
3000003

PAY TO THE ORDER OF Pittsburg County

\$ 4,579.45

**** Four Thousand Five Hundred Seventy Nine and 45/100****

TWO SIGNATURES REQUIRED OVER \$25,000
CASHIER'S CHECK

Lynae Craig Lend asel



MEMO Lease #197016

⑈093083⑈ ⑆103100179⑆ ⑈3 000 003⑈

RESOLUTION

23-318

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, June 2, 2023.

WHEREAS, Pittsburg County Board of County Commissioners wishes to declare the following items removed from inventory due to lease expiring.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>VIN/SERIAL</u>
D-213.4	CANON IMAGERUNNER C55S5I	N/A

WHEREAS, Pittsburg County Board of County Commissioners wishes to declare the above-mentioned items removed from inventory due to lease expiring.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby declare the above-mentioned equipment removed from inventory for Pittsburg County Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN [Signature]

VICE CHAIRMAN [Signature]

MEMBER [Signature]

COUNTY CLERK [Signature]



RESOLUTION

23-319

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, June 12, 2023.

WHEREAS, Pittsburg County Board of County Commissioners wishes to declare the following items as junk:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>VIN/SERIAL</u>
610.1	COFFEE MAKER	N/A

WHEREAS, Pittsburg County Board of County Commissioners wishes to declare the above-mentioned items as junk.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby declare the above-mentioned equipment junk for Pittsburg County Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

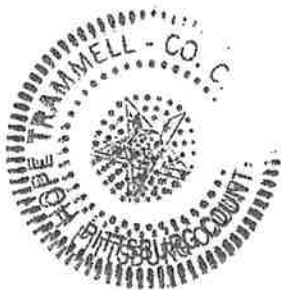
ATTEST:

CHAIRMAN 

VICE CHAIRMAN 

MEMBER 

COUNTY CLERK 



RESOLUTION
23-320

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, June 12, 2023.

WHEREAS, Pittsburg County has determined the need to amend the Pittsburg County Drug and Alcohol Testing Policy.

WHEREAS, our policy has always stated that Pittsburg County is a no tolerance county, but it has been suggested that we amended our wording to state that Pittsburg County is a zero tolerance county unless required by State Law.

WHEREAS, the only changes made to this policy is to the first sentence on the first page of the policy, please see Exhibit A to this resolution, Pittsburg County Drug and Alcohol Testing Policy.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby amended the Pittsburg County Drug and Alcohol Testing Policy to conform to State Law.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



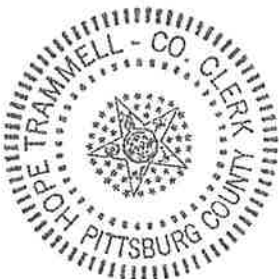
VICE-CHAIRMAN



MEMBER



COUNTY CLERK



PITTSBURG COUNTY

DRUG AND ALCOHOL TESTING POLICY

PITTSBURG COUNTY IS A ZERO TOLERANCE COUNTY UNLESS REQUIRED BY STATE LAW.

To enforce the policy against drugs and alcohol in the workplace and the policy against employees reporting to work under the influence of illegal or abused drugs or alcohol, PITTSBURG County will/may require an individual to undergo a test for drugs and/or alcohol under the following circumstances.

It is the County's intention to comply fully with the Oklahoma Statute on drug and alcohol testing, and the regulations of the U.S. Department of Transportation (49 CFR, Parts 40 and 382). In the event the State laws, State regulations or the DOT regulations are changed, this policy will be amended to reflect those changes and to remain consistent with State laws and regulations and DOT regulations. In such event, the County will notify all employees of these changes.

Paragraphs "1" through "17" below apply to all employees of PITTSBURG County except those covered by federal law or regulation through the Department of Transportation because they drive Commercial Motor Vehicles (CMV) requiring a Commercial Driver's License (CDL).

Drug or alcohol testing of all drivers of Commercial Motor Vehicles (CMV) which require a Commercial Driver's License (CDL) is required by and conducted pursuant to federal law or regulation through the Department of Transportation. This testing is exempt from the provisions of paragraphs "1" through "17" below and is covered by paragraphs "18" through "33" below.

Any employee who seeks medical treatment must inform their physician if they perform a safety-sensitive function. If the physician must prescribe a medication that may affect the employer's safe work performance, a physician's note stating the effects of the medication may have on the employee and whether the employee can perform their regular job. It will be the responsibility of the employee to provide the physician's note regarding work restrictions required to their elected official.

OKLAHOMA MARIJUANA USE, POSSESSION OR IMPAIRMENT POLICY FOR NON-CDL/CMV EMPLOYEES

County prohibits all employees – including those with valid Oklahoma medical marijuana licenses – from using or possessing marijuana while on County's premises or during the hours of an employee's employment. This prohibition against marijuana use or possession applies to any of County's properties or work sites, including exterior areas, parking locations, personal vehicles or County vehicles and during any hours of employment when an employee is performing work or providing services. The prohibition also applies to customer, client or other third-party locations or premises where an employee is performing work or providing services. If an employee's hours of employment include transportation or travel, then the prohibition against marijuana use or possession applies to that transportation or travel time.

County prohibits all employees – including those with valid Oklahoma medical marijuana licenses – from being under the influence or impaired by marijuana during any hours of employment, regardless of location. An employee is under the influence or impaired when marijuana use adversely affects ability to perform a job, interact with others, exercise judgment and/or work safely.

Violation of this Policy may result in discipline up to and including termination. If you have any questions about this Policy or its application, please contact Sandra Crenshaw, Chief Deputy, Board of County Commissioners.

TESTING POLICY FOR NON-CDL/CMV EMPLOYEES

1. INDIVIDUALS SUBJECT TO DRUG OR ALCOHOL TESTING

All employees, applicants who have received a conditional offer of employment, independent contractors, subcontractors, and/or employees of independent contractors or subcontractors are subject to drug or alcohol testing and the provisions of this Policy.

2. APPLICANT TESTING:

Applicants who have received a conditional offer of employment will be required to submit to drug and/or alcohol testing. A positive test or a refusal to undergo testing may result in a refusal to hire.

3. FOR-CAUSE TESTING:

Any time the County reasonably believes an individual is under the influence of drugs or alcohol, the County may require a drug or alcohol test. Circumstances causing the County to require testing of an individual may include, but are not limited to:

- A. Drugs or alcohol on or about the individual's person or an individual's vicinity;
- B. Conduct on the individual's part that suggests impairment or influence of drugs or alcohol;
- C. A report of drug or alcohol use while at work or on duty;
- D. Information that an individual has tampered with drug or alcohol testing at any time;
- E. Negative performance patterns; or
- F. Excessive or unexplained absenteeism or tardiness.

4. POST-ACCIDENT TESTING:

If an employee's conduct could have contributed to an accident while at work which results in an injury to the employee or another person or damage to property, including damage to equipment, the employee may be required to undergo drug and or alcohol testing. If the County conducts a post-accident test, the County will require employees whose conduct could have contributed to the accident to undergo a drug or alcohol test, whether or not they reported an injury.

5. RANDOM TESTING:

The County may require the following individuals to undergo drug or alcohol testing at random and may limit its random testing to particular employment classifications or groups:

- A. Are police or peace officers;
- B. Have drug interdiction responsibilities;
- C. Are authorized to carry firearms;

- D. Are engaged in activities which directly affect the safety of others;
 - E. Are working for a public hospital, including any hospital owned or operated by a municipality, county, or public trust; or
 - F. Work in direct contact with inmates in the custody of the Department of Corrections or work in direct contact with juvenile delinquents or children in need of supervision in the custody of the Department of Human Services.
-

6. SCHEDULED PERIODIC TESTING:

The County may require the following individuals to undergo scheduled, periodic drug or alcohol testing scheduled routinely as part of the County's written policy:

- A. Are police or peace officers;
 - B. Have drug interdiction responsibilities;
 - C. Are authorized to carry firearms;
 - D. Are engaged in activities which directly affect the safety of others;
 - E. Are working for a public hospital, including any hospital owned or operated by a municipality, county, or public trust; or
 - F. Work in direct contact with inmates in the custody of the Department of Corrections or work in direct contact with juvenile delinquents or children in need of supervision in the custody of the Department of Human Services.
-

7. POST-REHABILITATION TESTING:

In those instances, in which the County offers or requires an employee the opportunity to successfully complete a drug and/or alcohol rehabilitation program in lieu of dismissal or following a positive test that did not result in dismissal, the employee may be required to undergo drug or alcohol testing for a period of up to two years commencing with the employee's return to work.

8. TRANSFER/REASSIGNMENT:

If an employee transfers to a new position or job, or if an employee is reassigned to a different position or job.

9. FITNESS FOR DUTY OR RETURN FROM LEAVE:

As part of a routinely scheduled fitness for duty examination or as required by the County in connection with an employee's return to duty from a leave of absence as part of the County's written policies.

10. POSITIVE MARIJUANA TEST RESULTS AND MEDICAL MARIJUANA LICENSES:

Employees and applicants who test positive for marijuana or its components under this Policy will be required to establish they hold a valid Oklahoma medical marijuana license.

11. SUBSTANCES WHICH MAY BE TESTED

Under this Policy, the County shall test for drugs, including marijuana, and alcohol.

12. TESTING METHODS AND COLLECTION PROCEDURES

- A. Samples shall be collected and tested only by individuals deemed qualified by the State Department of Health and may be collected on the premises of the employer;
- B. Only samples deemed appropriate by the State Department of Health for drug and alcohol testing shall be collected;
- C. The collection of samples shall be performed under reasonable and sanitary conditions;
- D. A sample shall be collected in sufficient quantity for splitting into two separate specimens, pursuant to rules of the State Board of Health, to provide for any subsequent independent analysis in the event of challenge of the test results of the main specimen;
- E. Samples shall be collected and tested with due regard to the privacy of the individual being tested. In the instances of urinalysis, no employer or representative, agent or designee of the employer shall directly observe an applicant or employee in the process of producing a urine sample; provided, however, collection shall be in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples;
- F. Sample collection shall be documented, and the documentation procedures shall include:
 - 1. labeling of samples so as reasonably to preclude the probability of erroneous identification of test results, and
 - 2. an opportunity for the applicant or employee to provide notification of any information which the applicant or employee considers relevant to the test, including identification of currently or recently used prescription or nonprescription drugs, or other relevant information;
- G. Sample collection, storage, and transportation to the testing facility shall be performed so as reasonably to preclude the probability of sample contamination or adulteration;
- H. Sample testing shall conform to scientifically accepted analytical methods and procedures. Testing shall include confirmation of any positive test result by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by Board rule, at the cutoff levels as determined by Board rule, before the result of any test may be used as a basis for refusal to hire a job applicant or any action by an employer pursuant to 40 O.S. § 562 of this act;
- I. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required; and
- J. The County will use testing services and facilities which have been licensed by the State Department of Health to test for the presence of or abuse of drugs or alcohol.

13. RECORDS

Records of all drug and alcohol test results and related information are the property of the County. However, upon written request, those test results and related information will be made available for inspection and copying to the individual tested. The drug and alcohol test results and related information will be treated as confidential and will be maintained separate from other personnel records. Testing records may be provided to County employees, agents or representatives who need access to such records in the administration of the Standards for Workplace Drug and Alcohol Testing Act. The County may share drug and alcohol test results and related information regarding employees of independent contractor or subcontractors with the respective independent contractor or subcontractor, as provided by the County's contractual agreement.

The employee grants permission to the County to release testing records and/or results for purposes of unemployment, Workers' Compensation and other employment-related legal actions. Additionally, testing records are admissible as evidence in a case or proceeding before a court of record or administrative agency if either the County or the individual tested are named parties in the case or proceeding. Further, testing records shall be released in order to comply with a valid judicial or administrative order.

The testing facility, or any agent, representative or designee of the facility, or any review officer, will not disclose to the County, based on the analysis of a sample collected from an individual under this Policy, any information relating to the general health, pregnancy or other physical or mental condition of the individual. The testing facility will release the results of the drug or alcohol test, and any analysis and information related thereto, to the individual testing upon request.

14. CONSEQUENCES FOR VIOLATING THE TESTING POLICY

- A. Refusal to be Tested: Any individual who refuses to submit to the County's request for drug and/or alcohol testing, or refuses to complete the required forms will be subject to termination from employment, or will not be eligible for employment, as the case may be. Interfering with and/or failing to cooperate with the testing process will be treated as refusal to be tested.
- B. Adulteration, Tampering or Manipulation of Samples: The actual or attempted tampering, adulteration and/or manipulation of drug and alcohol testing samples is prohibited. Any individual who attempts to alter, tamper or manipulate any testing samples will be subject to termination from employment, or will not be eligible for employment, as the case may be.
- C. Personnel Action Which May Be Taken as a Result of Policy Violation or a Positive Test Result:
1. Any individual who violates this Policy regarding consumption, use, transfer, solicitation or sale of illegal drugs, illegal possession or inappropriate or moderate use of alcohol or the abuse of prescription or over-the-counter drugs will be subject to disciplinary action, including but not limited to termination.
 2. Any employee who tests positive will be subject to discipline up to and including termination. However, the County may, in its sole discretion, suspend disciplinary action or impose discipline less than termination, on the condition that the employee successfully completes a program of rehabilitation or treatment satisfactory to the employer. An employee who refuses such an opportunity or who has been afforded this opportunity, but who does not successfully complete their rehabilitation or treatment of the program will be subject to termination from employment.
 3. Employees and applicants who test positive for marijuana or its components may be subject to disciplinary action up to and including termination under the County's Marijuana Use Possession or Impairment Policy.

4. For employees and applicants with a valid Oklahoma medical marijuana license and who are not in safety-sensitive positions, no employment action will be based solely upon a positive test for marijuana components or metabolites.
5. Safety-sensitive positions: Any applicants who apply for positions designated by County as safety-sensitive are not eligible for hiring if they test positive for marijuana components or metabolites. Any employees who hold positions designated by County as safety-sensitive are subject to discipline up to and including termination if they test positive for marijuana components or metabolites. These safety-sensitive prohibitions apply to applicants and employees who have valid Oklahoma medical marijuana licenses.

15. CONFIDENTIAL EXPLANATION BY INDIVIDUAL

Any individual who receives a positive drug test result or has otherwise violated this Policy will be given an opportunity to offer an explanation, in confidence, to a representative of the County.

16. APPEAL PROCEDURES

Within 24 hours of receiving notice of a positive test, an individual may request a subsequent confirmation test of a sample. The individual shall pay all costs of the subsequent confirmation test, unless the subsequent confirmation test reverses the findings of the challenged positive test. In those cases where the confirmed test reverses the initial findings, the County will reimburse the individual for the cost of the subsequent confirmation test.

An individual who is aggrieved by an alleged violation of the Oklahoma Standards for Workplace Drug and Alcohol Testing Act may file a civil action within one year of the alleged willful violation.

17. CHANGES TO THIS POLICY

ANY PART OF THIS POLICY CAN BE CHANGED BY THE COUNTY WITH TEN (10) DAYS WRITTEN NOTICE.

TESTING POLICY FOR CDL/CMV EMPLOYEES

18. EMPLOYEES SUBJECT TO TESTING.

All drivers who drive Commercial Motor Vehicles (CMV) which require a Commercial Driver's License (CDL) are subject to controlled substance and alcohol testing. This policy follows Department of Transportation and Federal Motor Carrier Safety Administration regulations found in 49 CFR Parts 40 and 382 (attached). If there are any conflicts or omissions between this policy and the federal regulations, the federal regulations shall control.

Testing of Applicants or Transfers: All applicants for employment with PITTSBURG County and all current employees who are requesting transfer to a position covered by this paragraph "18" shall be subject to this policy. This includes applicants for, or requests for transfer to, full-time or part-time employment and applicants for regular or temporary employment.

All employees covered by this paragraph "18" shall be subject under this policy to the following listed testing. This includes full-time or part-time employees and regular or temporary employees.

- Post-Accident Testing
- Random Testing
- Reasonable Suspicion Testing
- Return-To-Duty Testing
- Scheduled, Periodic Testing
- Follow-Up Testing

19. TESTING OF APPLICANTS OR TRANSFERS.

Prior to the first time that a driver performs safety-sensitive functions for the County, the driver shall undergo testing for alcohol and controlled substances. This testing shall be in accordance with 49 CFR §382.301. The employee shall not be allowed to perform any safety-sensitive functions unless the County has received:

- a. a controlled substances test result indicating a verified negative test result for that driver;
- b. an alcohol test result indicating an alcohol concentration of less than 0.04; and
- c. an authorization and release signed by the employee for each employer during the previous three years authorizing the County to obtain the information required by 49 CFR §391.23.

Under very limited circumstances, a driver may be exempted from this requirement if the driver meets the requirements of 49 CFR §382.301(b).

20. POST-ACCIDENT TESTING.

As soon as practical following an occurrence involving a CMV operating on a public road, the driver shall be tested for alcohol and controlled substances if any of the following circumstances apply:

- a. the occurrence involved the loss of human life;
- b. the driver employed by the County receives a citation under State or local law for a moving traffic violation arising from the occurrence and either:
 - i. the occurrence involved bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the occurrence; or
 - ii. one or more motor vehicles incurred disabling damage as a result of the occurrence, requiring the motor vehicle to be transported away from the scene by tow truck or other motor vehicle.

This testing shall be in accordance with 49 CFR §382.303.

21. RANDOM TESTING.

The County shall randomly select a sufficient number of drivers for testing each calendar year to equal an annual rate not less than the minimum annual percentage rate for random alcohol and controlled substances testing determined by the Administrator of the Federal Motor Carrier Safety Administration. Each driver selected for random testing shall have an equal chance of being tested each time selections are made. This means that some drivers may be tested more than once during a year while other drivers are not tested. This testing shall be in accordance with 49 CFR §382.305.

22. REASONABLE SUSPICION TESTING.

If PITTSBURG County has reasonable suspicion that a driver has violated DOT Regulations in regards to alcohol or controlled substances, the County shall require a driver to submit to an alcohol and/or controlled substance test. In the case of alcohol, the testing will occur only if the reasonable suspicion arises during, just preceding, or just after the period of the work day that the driver is required to be in compliance with DOT Regulations. This testing shall be in accordance with 49 CFR §382.307.

23. RETURN-TO-DUTY TESTING.

If a driver has violated DOT Regulations in regards to alcohol and controlled substances, the County has the sole discretion as to whether to return the driver to a safety sensitive function. However, if the appropriate authority determines that the driver has successfully completed a prescribed education and/or treatment program, and if the County decides to return the driver to a safety sensitive function, the driver shall be required to submit to an alcohol and/or controlled substance test. The driver must have a negative controlled substance test result and/or an alcohol test with an alcohol concentration of less than 0.02 before resuming safety sensitive functions. This testing shall be in accordance with 49 CFR §382.309 and 40 CFR §§40.305, 40.307 and 40.311.

24. SCHEDULED PERIODIC TESTING.

PITTSBURG County may request or require a driver to undergo drug or alcohol testing when scheduled routinely for all drivers subject to scheduled, periodic tests. A refusal to take the test or a confirmed positive test may result in discipline up to and including termination of employment. This testing shall be in accordance with 49 CFR §382.111.

25. FOLLOW-UP TESTING.

If PITTSBURG County decides to return a driver to safety-sensitive functions under paragraph "23" above, the driver will be subject to follow-up testing. Such testing shall be in accordance with the plan established by a Substance Abuse Professional, but shall not be less than six unannounced follow-up tests in the first 12 months of safety sensitive duty following the driver's return to safety sensitive functions. Such testing shall be in accordance with 49 CFR §382.311 and 40 CFR Subpart O, §§40.281-313.

26. DEFINITIONS.

For the purposes of this policy, the definitions found in 49 CFR §382.107 shall apply and are incorporated herein. The following definitions are repeated for convenience only:

- a. ALCOHOL. Means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.
- b. ALCOHOL CONCENTRATION (or CONTENT). Means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.
- c. ALCOHOL USE. Means the drinking or swallowing of any beverage, liquid mixture or preparation (including any medication) containing alcohol.
- d. CONFIRMATION (or CONFIRMATORY) DRUG TEST. Means a second analytical procedure performed on a urine specimen to identify and quantify the presence of a specific drug or drug metabolite.
- e. CONTROLLED SUBSTANCES. Means only the following six drugs or classes of drugs:
 - i. marijuana metabolites;
 - ii. cocaine metabolites;
 - iii. amphetamines;
 - iv. opiate metabolites;
 - v. phencyclidine (PCP).
 - vi. Opioids, including hydrocodone, hydromorphone, oxycodone and oxycodone;

- f. **DISABLING DAMAGE.** Means damage which precludes departure of a motor vehicle from the scene of an occurrence in its usual manner in daylight after simple repairs.
- i. Includes damage to motor vehicles that could have been driven, but would have been further damaged if so driven
 - ii. Excludes:
 - 1. damage which can be remedied temporarily at the scene of the occurrence without special tools or parts;
 - 2. tire disablement without other damage even if no spare tire is available;
 - 3. headlight or taillight damage;
 - 4. damage to turn signals, horn, or windshield wipers which makes them inoperative.
- g. **PERFORMING (a Safety Sensitive Function).** Means a driver is considered to be performing a safety sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety sensitive function.
- h. **REFUSE TO SUBMIT (to an alcohol or controlled substance test).** Means that a driver:
- i. fails to appear for any test (except a pre-employment test) within a reasonable time after being directed to do so;
 - ii. fails to remain at the testing site until the testing process is complete;
 - iii. fails to provide a urine specimen for any required drug test;
 - iv. in the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the driver's provision of a specimen;
 - v. fails to provide a sufficient amount of urine when directed, and it has been determined through a required medical evaluation, that there was no adequate medical explanation for the failure;
 - vi. fails or declines to take a second test the driver has been directed to take;
 - vii. fails to undergo a medical examination or evaluation, as directed by a Medical Review Officer or by the Designated Employer Representative;
 - viii. fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or

- ix. is reported by the Medical Review Officer as having a verified adulterated or substituted test result.
- i. SAFETY SENSITIVE FUNCTION. Shall include:
 - i. All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
 - ii. All time inspecting equipment as required by 49 CFR, Subchapter B, or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
 - iii. All time spent at the driving controls of a commercial motor vehicle in operation;
 - iv. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (as defined in 49 CFR, Subchapter B);
 - i. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
 - ii. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- j. STAND DOWN. Means the practice of temporarily removing an employee from the performance of safety sensitive functions based only on a report of a laboratory to the Medical Review Officer of a confirmed positive drug test or drug metabolite, an adulterated test, or a substituted test, before the Medical Review Officer has completed verification of the test results.
- k. PROHIBITED CONDUCT. Means that no driver shall:
 - i. report for duty or remain on duty requiring the performance of safety sensitive functions with an alcohol concentration of 0.04 or greater;
 - ii. use alcohol while performing safety sensitive functions;
 - iii. perform a safety sensitive function within 4 hours after using alcohol;
 - iv. if required to take a post-accident alcohol test (under paragraph "P" above), use alcohol for 8 hours following the occurrence, or until he/she undergoes a post-accident alcohol test, whichever occurs first;
 - v. refuse to submit to any required alcohol or controlled substances test;

- vi. report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in 40 CFR, Subchapter B, who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a CMV. (Any driver using any therapeutic drug pursuant to the instructions of a licensed medical practitioner must inform his/her supervisor of such use prior to performing any safety sensitive functions.);
- vii. report for duty, remain on duty, or perform any safety sensitive function if the driver has tested positive or has adulterated or substituted a test specimen for controlled substances.

27. TEST PROCEDURES.

All regulations and procedures used to test for controlled substances and alcohol in order to protect the integrity of the testing process, safeguard the test validity, and ensure results are attributed to the correct driver are found in 49 CFR §§40 and 382. They are incorporated into this policy by reference herein and copies are attached hereto.

28. CONSEQUENCES OF VIOLATIONS OF THIS POLICY.

Drivers who violate this policy or who commit any of the prohibited conduct in paragraph "26(k)" above will experience the following consequences in accordance with Federal Regulations:

- a. Immediate removal from any and all safety sensitive functions;
- b. Will not be able to again perform safety sensitive functions for any employer until he/she has completed the evaluation, referral and education/training set forth in 49 CFR, Part 40, Subpart O;
- c. In addition, will not be able to again perform safety sensitive functions for any employer until he/she has successfully completed a Return-To-Duty Test as described in paragraph "21" above;
- d. Shall be subject to civil and/or criminal penalties as recommended by the Secretary of Transportation under the provisions of 49 U.S.C. §521(b).

Also, any driver tested for alcohol under the provisions of this policy who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall immediately be removed from any safety sensitive functions and shall not be allowed to resume safety sensitive functions until the start of the driver's next regularly scheduled duty period, or 24 hours from the administration of the test, whichever is longer.

29. DISCIPLINARY ACTION.

In addition to the consequences in paragraph "28" above, and under authority separate from the Federal Regulations, drivers who violate this policy or who commit any of the prohibited conduct in paragraph "26(k)" above;

- a. will immediately be placed on unpaid, disciplinary suspension for any period when they are not eligible to perform safety sensitive functions. Such disciplinary action will not be imposed based solely on a laboratory report of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test, until the Medical Review Officer has verified the test results; and
- b. if the violation is based upon a positive test result, and if the positive test result is confirmed by a second test and the results are verified by the Medical Review Officer, will be subject to discipline up to and including discharge.
- c. if the violation is based on some action other than a positive test result (e.g., refusing to submit to a test, using alcohol within 4 hours prior to performing safety sensitive functions), will be subject to discipline up to and including discharge.

30. EFFECTS OF ALCOHOL AND CONTROLLED SUBSTANCE USE.

Attached is information concerning:

- a. the effects of alcohol and controlled substance use on an individual's health, work, and personal life;
- b. symptoms of an alcohol or a controlled substance problem (either the driver or a co-worker); and
- c. available methods of intervening when an alcohol or a controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.

31. APPEALS.

As in all cases of job-related problems, concerns or questions regarding the County's drug and alcohol policy should be referred initially to the employee's supervisor and, if necessary, to the elected official. Within PITTSBURG County, **Sandra Crenshaw** has been designated to answer questions about this policy or any of the attached materials.

32. TREATMENT PROGRAM FOR RETURN TO DUTIES.

For an employee who drives a CMV requiring a CDL, the employee will be permitted to return to safety sensitive duties only upon successful completion of an educational or treatment program, as

determined by a drug and alcohol abuse evaluation expert. Also, prior to the employee returning to safety sensitive duties, the employee shall undergo:

- a. a return to duty alcohol test with a result indicating an alcohol concentration of less than 0.02; and/or
- b. a return to duty-controlled substance test with a verified negative test result for controlled substances use.

All employees undergoing an educational or treatment program will be subject to follow-up testing in accordance with Paragraph "25" above.

Notwithstanding any other provision of this Policy, PITTSBURG County and/or its MRO are required report the following information to the DOT Motor Carrier Safety Administration Clearinghouse as required by applicable laws and regulations:

1. A verified positive, adulterated or substituted drug test result;
2. An alcohol confirmation test with a concentration of 0.04 or higher;
3. A refusal to submit to a drug or alcohol test;
4. Actual knowledge that a driver has used alcohol or drugs in violation
5. of this Policy;
6. A substance abuse professional's report of successful completion of
7. the return-to-duty process;
8. A negative return-to-duty test; and
9. A report of completion of follow-up testing.

Prospective employees and current employees are required to provide consent to PITTSBURG County, in order for the County to conduct queries with the Clearinghouse regarding drug and alcohol violations as required by applicable laws and regulations.

PLACE SIGNED COPY IN EMPLOYEE'S DRUG & ALCOHOL FILE

*Acknowledgment of Receipt of
Pittsburg County's Drug and Alcohol Testing Policy*

(Not for use with applicants and employees covered by DOT Regulations.)

This is to certify that I have received a copy of the PITTSBURG County Drug and Alcohol Testing Policy and understand that paragraphs 1 through 16 apply to me.

I understand the contents of the Policy and the reasons behind the Policy. I agree to adhere to the terms of the Policy as a condition of my employment with PITTSBURG County or as a condition of my continued employment with PITTSBURG County.

Employee Name

Employee Signature

Date Signed:

Witness Name

Witness Signature

Date Signed:

PLACE SIGNED COPY IN EMPLOYEE'S DRUG & ALCOHOL FILE

Acknowledgment of Receipt of

Pittsburg County's Drug and Alcohol Testing Policy

(Only for use with applicants and employees covered by DOT Regulations.)

This is to certify that I have received a copy of:

1. the PITTSBURG County Drug and Alcohol Testing Policy; and
2. The Federal Motor Carrier Safety Regulations Pocketbook, which contains the complete text of 49 CFR Parts 40, 382, 383, 387, 390-397, and 399.
3. A Driver Handbook entitled *Drug & Alcohol Testing: Training and Awareness* which contains significant information about:
 - a. 49 CFR Part 40;
 - b. 49 CFR Part 382; and
 - c. material on the effects of alcohol and controlled substance use.

I understand that paragraphs 18 through 32 of the PITTSBURG County Drug and Alcohol Testing Policy apply to me.

I understand the contents of the Policy and the reasons behind the Policy. I agree to adhere to the terms of the Policy as a condition of my employment with PITTSBURG County or as a condition of my continued employment with PITTSBURG County.

Employee Name

Employee Signature

Date Signed:

Witness Name

Witness Signature

Date Signed:

PLACE SIGNED COPY IN EMPLOYEE'S DRUG & ALCOHOL FILE

Pittsburg County, Oklahoma
Drug and Alcohol Testing Consent Form
(Not for use with applicants and employees covered by DOT regulations.)

I, _____ on this date _____

_____ DO consent to provide a sample specimen for drug and/or alcohol testing.

(Initial)

_____ DO NOT consent to provide a sample specimen for drug and/or alcohol testing.

(Initial)

I acknowledge that the testing personnel will determine which test to use (i.e., urine, blood, breath, etc.)

I am currently using the following medication (indicate "none" if applicable):

Type of drug/brand name/dosage	Last taken	Prescribing physician or over-the-counter

-		

I have been in contact with or exposed to the following substance which may have an effect on a drug and/or alcohol test (indicate "none" if applicable):

-

I understand that my refusal to provide a sample specimen will result in the rejection of my application for employment or grounds for disciplinary action up to and including termination from my current employment with PITTSBURG County. I further understand that a confirmed positive test without satisfactory explanation will be grounds for the rejection of my application for employment and will be grounds for disciplinary action up to and including termination from my current employment with PITTSBURG County.

Signature

Date

Witness

Date

PLACE SIGNED COPY IN EMPLOYEE'S DRUG & ALCOHOL FILE

*General Consent for Limited Queries of The
Federal Motor Carrier Safety Administration (FMCSA)
Drug & Alcohol Clearinghouse*

I, _____, hereby provide consent to Pittsburg County to conduct a limited query of the FMCSA Commercial Driver's License Drug and Alcohol Clearinghouse (Clearinghouse) to determine whether drug or alcohol violation information about me exists in the Clearinghouse.

I understand that this consent will be for the duration of my employment with Pittsburg County and that a limited query will be conducted each year of my employment.

I understand that if the limited query conducted by Pittsburg County indicates that drug or alcohol violation information about me exists in the Clearinghouse, FMCSA will not disclose that information to Pittsburg County without first obtaining additional specific consent from me.

I further understand that if I refuse to provide consent for Pittsburg County to conduct a limited query of the Clearinghouse, Pittsburg County must prohibit me from performing safety-sensitive functions, including driving a commercial motor vehicle, as required by FMCSA's drug and alcohol program regulations and that such action could result in disciplinary action, up to and including termination.

Employee Signature

Date

ER Signature

RESOLUTION

23-321

The Board of County Commissioners, Pittsburg County, Oklahoma, met in regular session on April 10, 2023.

WHEREAS, Pittsburg County Board of County Commissioners hereby wishes to have the following items removed from inventory and declare as surplus and transfer to District 2.

<u>Unit No.</u>	<u>Description</u>	<u>Ser/Vin#</u>
D-102.56	RX COMFORT TASK CHAIR – BLACK	N/A
D-102.57		
D-102.58		

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners do hereby declare the above-described item removed from inventory because it was declared as surplus and transferred to District 2.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

[Signature]
Chairman

[Signature]
Member

[Signature]
Member

ATTEST:

[Signature]
County Clerk



RESOLUTION
23-322

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, June 12, 2023.

WHEREAS, Highway #9 Fire Department wishes to declare the following items junk:

Item#	Description	Serial/VIN
RF 610-1	Tool box	n/a
RF 610-2	Tool box	n/a
RF 610-3	Tool box	n/a
RF 610-4	Tool box	n/a

WHEREAS, these items leaked water and rusted out and can no longer be used so should be declared junk to be disposed of at Alderson Regional Landfill.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby declare the above-mentioned items junk to be disposed of at Alderson Regional Landfill.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



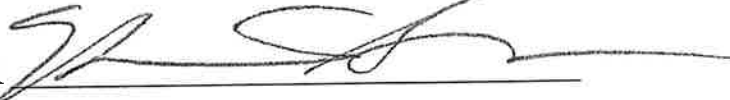
CHAIRMAN



VICE-CHAIRMAN



MEMBER



COUNTY CLERK



23-322

**No 9 Fire Department
139 Fire Station Lane
Eufaula, Ok. 74432**

To Whom It May Concern:

This letter is for No 9 Fire Department to have permission to surplus 4 tool boxes that were installed originally on two old Brush Trucks. These 4 tool boxes were poorly built and they split and rusted out. The lids leaked water and water would stand in bottoms. They simply fell apart and we took them off the trucks. We need to junk them and no money will be made on disposal. Thanks for need to junk them and no money will be made on disposal. Thanks for your help on this matter.

Numbers on tool boxes are;

RF 610-1

Rf 610-2

RF 610-3

RF 610-4

Sincerely ;


Danny Clout - Chief No9.

RESOLUTION
23-323

The Board of County Commissioners, Pittsburg County, Oklahoma, met in regular session on June 12, 2023.

WHEREAS, Pittsburg County Board of County Commissioners, wishes to declare the following surplus, to be transferred to Pittsburg County Drug Court.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>VIN/SERIAL</u>
D-106.06	2012 HERITAGE BOOKCASE	N/A

WHEREAS, Pittsburg County Board of County Commissioners wishes to declare the above-mentioned item as surplus and be transferred to Pittsburg County Drug Court.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners, Pittsburg County, do hereby agree to have the 2012 Heritage Bookcase declared surplus and removed from the inventory of Board of County Commissioners and to be transferred to Pittsburg County Drug Court.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



VICE CHAIRMAN



MEMBER



COUNTY CLERK



RESOLUTION

NO. 23-324

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, June 12TH, 2023.

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

10974 to Indian Nation Wholesale Co. dated June 5TH, 2023 in the amount of
\$25.32 for Assorted Peanuts.

WHEREAS, the purchase order was duplicated, therefore it is no longer needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel
Purchase Order **10974** for FY 2022-2023.


CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

NO. 23-325

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, June 12TH, 2023.

WHEREAS, the JAIL wishes to cancel the following Purchase Order

10617 to Indian Nation Wholesale Co. dated May 23RD, 2023 in the amount of \$63.74 for Premier Protein Vanilla and Chocolate Shakes.

WHEREAS, the purchase order was duplicated, therefore it is no longer needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Order 10617 for FY 2022-2023.


CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

NO. 23-326

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, June 12TH, 2023.

WHEREAS, the COUNTY CLERK'S OFFICE wishes to cancel the following Purchase Order

9124 to Holiday Inn Express dated April 6TH, 2023 in the amount of \$100.00 for Lodging.

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 9124 for FY 2022-2023.


CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

NO. 23-327

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, June 12TH, 2023.

WHEREAS, the **ASHLAND FIRE DEPARTMENT** wishes to cancel the following Purchase Orders

3069 to Kiamichi Automotive Warehouse dated October 3RD, 2022 in the amount of \$500.00 for Auto Parts.

4018 to Kiamichi Automotive Warehouse dated October 31ST, 2022 in the amount of \$500.00 for Auto Parts.

4800 to Kiamichi Automotive Warehouse dated November 28TH, 2022 in the amount of \$500.00 for Auto Parts.

5852 to Kiamichi Automotive Warehouse dated January 3RD, 2023 in the amount of \$500.00 for Auto Parts.

6766 to Kiamichi Automotive Warehouse dated January 30TH, 2023 in the amount of \$500.00 for Auto Parts.

7690 to Kiamichi Automotive Warehouse dated February 27TH, 2023 in the amount of \$500.00 for Auto Parts.

8907 to Kiamichi Automotive Warehouse dated April 3RD, 2023 in the amount of \$500.00 for Auto Parts.

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

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Orders 3069, 4018, 4800, 5852, 6766, 7690, and 8907 for FY 2022-2023.


CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

NO. 23-328

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, June 12TH, 2023.

WHEREAS, the **FIRE FIGHTERS ASSOCIATION** wishes to cancel the following Purchase Orders

49 to Muskogee Communications dated July 5TH, 2022 in the amount of \$5,000.00 for Repeater Repairs.

3081 to Clifford Power Systems dated October 3RD, 2022 in the amount of \$2,000.00 for Repeater Repairs.

4023 to Pro Kill Inc. dated October 31ST, 2022 in the amount of \$216.00 for Pest Control.


4806 to Pro Kill Inc. dated November 28TH, 2022 in the amount of \$216.00 for Pest Control.

5857 to Pro Kill Inc. dated January 3RD, 2023 in the amount of \$216.00 for Pest Control.


7695 to Pro Kill Inc. dated February 27TH, 2023 in the amount of \$216.00 for Pest Control.

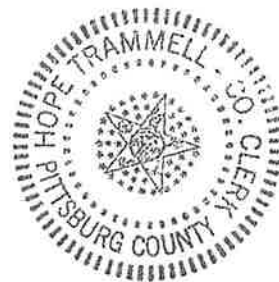
WHEREAS, the purchase orders were not used, therefore they are no longer needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Orders 49, 3081, 4023, 4806, 5857 and 7695 for FY 2022-2023.


CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

NO. 23-329

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, June 12TH, 2023.

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

1909 to Kiamichi Automotive Warehouse dated August 29TH, 2022 in the amount
of \$500.00 for Auto Parts Etc.

3071 to Kiamichi Automotive Warehouse dated October 3RD, 2022 in the amount of
\$500.00 for Auto Parts Etc.

4020 to Kiamichi Automotive Warehouse dated October 31ST, 2022 in the amount
of \$500.00 for Auto Parts Etc.

4802 to Kiamichi Automotive Warehouse dated November 28TH, 2022 in the
amount of \$500.00 for Auto Parts.

5854 to Kiamichi Automotive Warehouse dated January 3RD, 2023 in the amount of
\$500.00 for Auto Parts Etc.

6768 to Kiamichi Automotive Warehouse dated January 30TH, 2023 in the amount
of \$500.00 for Auto Parts Etc.

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

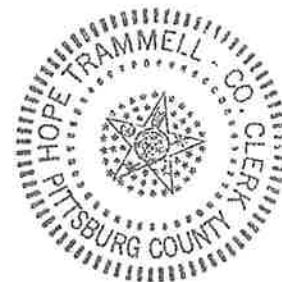
THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel
Purchase Orders 1909, 3071, 4020, 4802, 5854 and 6768 for FY 2022-2023.

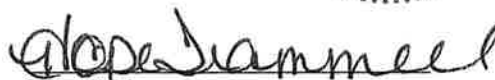

CHAIRMAN


MEMBER


MEMBER

ATTEST:




COUNTY CLERK

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by and between the Chickasaw Nation, a federally recognized and sovereign Indian nation, hereinafter referred to as "Chickasaw Nation" and the Board of County Commissioners for PITTSBURG County and the PITTSBURG County Sheriff's Office, hereinafter collectively referred to as "County". The Nation and County shall be referred to herein individually as a "Party," and collectively as the "Parties."

WHEREAS, the Chickasaw Nation and County desire to enter into an MOU for the purpose of establishing a framework by which Chickasaw Nation and County will cooperate for the purpose of housing and caring for detainees of the Chickasaw Nation; and,

WHEREAS, County presently has identified space for this inmate population; and,

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of Chickasaw Nation and County to enter into this MOU;

NOW, THEREFORE, the parties mutually agree as follows:

1. **Scope of the Agreement.** The County will accept persons into its detention facility who have committed violations of criminal law under the jurisdiction of Chickasaw Nation, and who are placed there by the Chickasaw Nation, or an authorized agent thereof, hereinafter referred to as "tribal prisoners".
2. **Term of Agreement.** The term of this Agreement shall be effective July 1, 2023, and, unless sooner terminated as provided in this MOU, shall continue for a period of one (1) year (June 30, 2024) (the "Initial Term"). The term of this MOU shall be automatically extended for additional one (1) year terms (each an "Additional Term" and, collectively with the Initial Term, the "Term") unless either Party hereto shall notify the other Party, in writing at least thirty (30) days prior to the expiration of the Term, of its intent not to renew the Term of this MOU.
3. **Responsibilities and Obligations of Chickasaw Nation:**
 - a. Chickasaw Nation shall deliver tribal prisoners to the facility designated by County.
 - b. Chickasaw Nation shall transport all tribal prisoners to and from Chickasaw Nation District Court hearings if the hearing has been designated as an "In Person" hearing.
 - c. Chickasaw Nation shall take custody of bail bond paperwork from County the next business day or as soon as possible.

- d. Chickasaw Nation shall transport, or arrange for transport of, all tribal prisoners to other detention facilities, including, but not limited to federal corrections facilities.
- e. Chickasaw Nation shall provide a medical care data sheet for each tribal prisoner following any visit to a medical facility.
- f. Chickasaw Nation shall be financially liable for reimbursement for any physical damages to the Pittsburg County Jail and/or equipment or other property as a result of housing Chickasaw Nation inmates, if such damage is caused by Chickasaw Nation's inmates.
- g. Chickasaw Nation shall provide County with a Bond Schedule approved through the Chickasaw Nation District Court.

4. Responsibilities and Obligations of County:

- a. County shall accept any tribal prisoner, male or female, that may be delivered by the Chickasaw Nation and/or an authorized agent thereof, unless the County's facility is declared at capacity. The County shall not be required to accept and/or house any tribal prisoners under the age of 18 years.
- b. County shall intake and process tribal prisoners into the County's detention facilities.
- c. County shall provide all necessary food, shelter, supervision, and property management to tribal prisoners.
- d. County shall be responsible for all rules and regulations related to the housing and maintenance of prisoners unless otherwise agreed to in this MOU or an amendment hereto.
- e. County shall detain tribal prisoners until provided notice from the Chickasaw Nation of release, including, but not limited to:
 - i. Posting of bond or signing of personal recognizance bond ("PR Bond") as authorized by the Chickasaw Nation (bond amounts may be changed to PR Bond as authorized by Chickasaw Nation);
 - ii. Written order from the Chickasaw Nation District Court; or

- iii. Completion of sentence as set forth in a written order of the Chickasaw Nation District Court.
- f. County shall maintain and make available to the Chickasaw Nation all medical care data and/or customary detention related records of tribal prisoners during the tribal prisoner's incarceration with the County.
- g. County shall provide Chickasaw Nation with a scan of the book-in sheet of any tribal prisoner booked into the jail once the prisoner is booked into the facility. The book-in sheet should be sent to Joe.Hankins@chickasaw.net, Sara.McElwee@chickasaw.net, ChickasawProsecutor@chickasaw.net and Christie.Pittman@chickasaw.net.
- h. County is responsible for ensuring that the detention facility is compliant with applicable federal, state, tribal, and local laws, rules, and regulations.
- i. Within thirty (30) days of an event for which the County will seek reimbursement for physical damage, the County shall provide Nation with an incident report detailing damages caused by a tribal prisoner, including the date damage was caused, name of person who caused the damage, a description of the damages, documentation of expenses incurred or estimated for repair. Such report shall include video, photographs, witness statements, and other appropriate documentation.

5. Special Provisions:

a. Virtual Arraignments

- i. Chickasaw Nation District Court shall conduct virtual arraignments daily Monday through Thursday. Chickasaw Nation shall provide a link for jail facilities to log on for arraignment of tribal prisoners.
- ii. County shall provide personnel to escort and manage virtual arraignment of tribal prisoners at the jail facility.

b. Medical Needs of Prisoners

- i. When feasible and practicable, all medical and dental needs of tribal prisoners shall be provided by an Indian Health Service (IHS) or tribal health care facility. A listing of those facilities appears below. County shall promptly notify Chickasaw Nation concerning arrangements for the

treatment; transport to a facility for treatment; or to otherwise advise Chickasaw Nation on what action to be taken.

- ii. In cases of an extreme emergency, where it is not feasible and practicable to contact the Chickasaw Nation, County may obtain such care for prisoners at local, federal, or state facilities as emergency needs dictate.

In such instances, the care provider shall be advised to contact the nearest IHS facility for further instructions and for claims advice within 72 hours of the first furnishing of care or treatment. The County shall notify the Chickasaw Nation of actions taken when such emergency circumstances occur as soon as possible but not more than 6 hours after a tribal prisoner is transported for emergency medical purposes.

- iii. A listing of Indian tribal health care facilities in eastern Oklahoma that provide medical care to members of federally recognized tribes follows:

Chickasaw Nation Medical Center Ada (580)436-3980*

Chickasaw Nation Health Clinic Ardmore (580) 226-8181

Chickasaw Nation Medical Center Tishomingo (580) 371-2361

*Indicates open 24 hours, 7 days per week.

- iv. The IHS or community health representatives and other tribal health personnel shall be permitted to visit tribal prisoners as frequently as necessary to ensure that medical care, including medication, is being provided to the prisoner. Also, to assure all available health services for which the tribal prisoner is eligible are being utilized.

c. Insurance. Each party shall obtain and maintain adequate insurance coverage for the acts and omissions of its respective officials, officers, employees, agents, and contractors performing under this Agreement in an amount, type, and scope required by applicable law. The parties understand and agree that the officials, officers, employees, agents, and contractors of one party shall not be covered by the insurance of the other party. It is the parties' further understanding that the County's officials, officers, employees, agents, and contractors will have access to worker's compensation for injuries incurred in the performance of their duties in operating the Jail.

d. Utilization of Tribal Prisoners for Trustee

- i. County may use tribal prisoners for trustee with the written approval of the Chickasaw Nation.

6. **Payment.** In consideration of the foregoing, the Chickasaw Nation agrees to pay to the County Fifty dollars (\$50.00) per day for each person housed in the County's facility pursuant to this Agreement. A "day" shall be defined as a minimum of four (4) hours or at least one (1) meal served to the detainee. Any consecutive days shall begin at midnight following the minimum four-hour period. Payment shall be made by Chickasaw Nation upon receipt of the invoice/invoices from the County. All invoices shall be sent to Chickasaw Nation Office of Tribal Justice Administration; ATTN: Detention Administrator, P.O. Box 1548, Ada, OK 74821, or emailed to Joe.Hankins@Chickasaw.net and Sara.McElwee@Chickasaw.net.

7. **Overcrowding.**

a. Notwithstanding any of the above provisions of this agreement, should a limit be set by statute, judicial or administrative decision, or otherwise on the number of prisoners which the PITTSBURG COUNTY SHERIFFS OFFICE may lawfully lodge in its facility at any one time, the PITTSBURG COUNTY SHERIFFS OFFICE may refuse to lodge any Chickasaw tribal prisoners if the number of prisoners in the PITTSBURG COUNTY JAIL at that time has reached (80%) of the maximum capacity allowed by law.

b. The PITTSBURG COUNTY SHERIFFS OFFICE reserves the right to leave to the discretion of the Sheriff the admission of the remaining (20%) of the prisoners allowed by law. Should the PITTSBURG COUNTY SHERIFFS OFFICE be required to close or otherwise limit the availability of its facility, either temporarily or permanently because of court order, legislation, or any other cause, then the PITTSBURG COUNTY SHERIFFS OFFICE may, at its option, during the time closure, refuse to lodge Chickasaw tribal prisoners.

8. **Modification.** This MOU may be amended at any time by a written instrument executed by both parties. No change or modification to this MOU shall be valid unless in writing and signed by both parties.

a. Any proposed amendments to this MOU shall be in writing and contain the following minimum:

- i. The specific proposed amendment(s) to the MOU; and
- ii. Any cost increase or decrease (if any) resulting from such proposed amendments.

- b. No proposed amendment shall be binding on the Parties until approved in writing by both Parties. The proposed amendment shall be considered incorporated into the MOU once approved in writing by both parties.
9. **Severability.** If any provision of this MOU becomes or is deemed to be invalid, illegal, or unenforceable, the parties shall meet to discuss such provision. If such provision cannot be amended without materially altering the intention of the parties, it shall be deleted and the remainder of the MOU and any related documents pursuant hereto shall remain in full force and effect.
10. **Conflicts of Interest.** Both parties warrant that no officer or employee of the Chickasaw Nation or the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this MOU.
11. **Termination.** Either party may terminate this MOU for any reason or no reason by giving thirty (30) days advance written notice delivered in accordance with Section 12 below.
12. **Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed duly given:
- a. when delivered in person to the recipient named below; or
 - b. five (5) business days after being mailed by registered or certified U.S. mail, return receipt requested, postage prepaid, addressed by name and address to the Party intended as follows:

If to Chickasaw Nation:

Chickasaw Nation
ATTN: DETENTION ADMINISTRATOR
P.O Box 1548
Ada, Oklahoma 74821
(580) 436-7233

If to County:

Chris Morris, Sheriff of Pittsburg County
1210 North West St
McAlester, OK 74501
(918) 423-5858

13. **Entire Understanding.** This MOU is the entire understanding of the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations,

correspondence, understandings, and agreements of the parties relating to the subject matter hereof. Any amendment to this MOU must be made in accordance with Section 8 above.

14. **Governing Law.** This MOU shall be governed by and interpreted in accordance with the laws of the Chickasaw Nation without giving effect to its laws or rules relating to conflicts of laws that would direct the application of the law of another jurisdiction.
15. **Non- Waiver.** The Chickasaw Nation is a federally recognized tribe. Nothing contained in this agreement shall be construed to waive the sovereign rights and immunities of the Chickasaw Nation, its officers, employees, and agents.

THEREFORE, this seven (7) page agreement is entered into and shall become effective when approved by the authorized officials of the PITTSBURG COUNTY SHERIFFS OFFICE and the CHICKASAW NATION.

IN WITNESS WHEREOF, the above and foregoing agreement has been executed in duplicate by the parties hereto and made effective on the day and year last above below.

CHICKASAW NATION

FOR THE PITTSBURG COUNTY
SHEIRFF

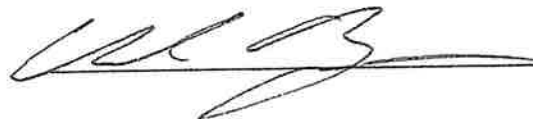
Bill Anoatubby, Governor
The Chickasaw Nation



Date: _____

Date: 06-06-2023

FOR THE PITTSBURG COUNTY
COMMISSIONERS



Date: 6/12/2023

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (MOU) is made and entered into this date: _____, by and between the Choctaw Nation of Oklahoma, hereinafter referred to as "Choctaw Nation" and the Board of County Commissioners for Pittsburg County and the Pittsburg County Sheriff's Office, hereinafter collectively referred to as "County". The Nation and Vendor shall be referred to herein individually as a "Party," and collectively as the "Parties."

WHEREAS, the Choctaw Nation and County desire to enter into an MOU for the purpose of establishing a framework by which Choctaw Nation and County will cooperate for the purpose of housing and caring for detainees of the Choctaw Nation of Oklahoma; and, WHEREAS, County presently has identified space for this inmate population; and, WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of Choctaw Nation and County to enter into this MOU; NOW, THEREFORE, the parties mutually agree as follows:

1. Scope of the Agreement. The County will accept persons into its detention facility who have committed violations of criminal law under the jurisdiction of Choctaw Nation, with charges filed in the Courts of the Choctaw Nation of Oklahoma, and who are placed there by the Choctaw Nation or an authorized agent thereof, hereinafter referred to as "tribal prisoners".
2. The term of this Agreement shall be effective as of the date signed by the Choctaw Nation and, unless sooner terminated as provided in this MOU, shall continue for a period of one (1) year (the "Initial Term"). The term of this MOU shall be automatically extended for additional one (1) year terms (each an "Additional Term" and, collectively with the Initial Term, the "Term") unless either Party hereto shall notify the other Party, in writing at least thirty (30) days prior to the expiration of the Term, of its intent not to renew the Term of this MOU.
3. Responsibilities and Obligations of Choctaw Nation:
 - a. Choctaw Nation shall deliver tribal prisoners to the facility designated by County.
 - b. Choctaw Nation shall transport all tribal prisoners to and from Tribal Court hearings if the hearing has been designated as an "In Person" hearing.
 - c. Choctaw Nation shall take custody of bail bond paperwork from County the next business day or as soon as possible.
 - d. Choctaw Nation shall transport, or arrange for transport of, all tribal prisoners to other detention facilities, including, but not limited to federal corrections facilities.
 - e. Choctaw Nation shall provide a medical care data sheet for each tribal prisoner following any visit to a medical facility.
 - f. Choctaw Nation shall maintain insurance coverage for damages due to negligence of Choctaw Nation associates.
 - g. Choctaw Nation shall provide County with a Bond Schedule approved through the Choctaw Nation District Court.

4. Responsibilities and Obligations of County:

- a. County shall accept any tribal prisoner, male or female, that may be delivered by the Choctaw Nation and/or an authorized agent thereof, unless the County's facility is declared at capacity. The County shall not be required to accept and/or house any tribal prisoners under the age of 18 years.
- b. County shall intake and process tribal prisoners into the County's detention facilities.
 - i. County shall provide Choctaw Nation with a scan of the book in sheet of any tribal prisoner booked into the jail once the prisoner is booked into the facility. The book in sheet should be sent to probation@choctawnation.com.
- c. County shall provide all necessary food, shelter, supervision, and property management to tribal prisoners.
- d. County shall be responsible for all rules and regulations related to the housing and maintenance of prisoners unless otherwise agreed to in this MOU or an amendment hereto.
- e. County shall detain tribal prisoners until provided notice from the Choctaw Nation of release, including, but not limited to:
 - i. Posting of bond or signing of personal recognizance bond ("PR Bond") as authorized by the Choctaw Nation (bond amounts may be changed to PR Bond as authorized by Choctaw Nation);
 1. Money order or cashier check bonds will be taken by a Choctaw Tribal Police Officer.
 2. If an individual chooses to use a money order or cashier check, County shall notify Tribal Police Dispatch and they will send an officer as soon as one is available.
 - ii. Written order from the Choctaw Nation District Court; or
 - iii. Completion of sentence as set forth in a written order of the Choctaw Nation District Court.
- f. County shall maintain and make available to the Choctaw Nation all medical care data and/or customary detention related records of tribal prisoners during the tribal prisoner's incarceration with the County.
- g. County is responsible for ensuring that the detention facility is compliant with applicable federal, state, tribal, and local laws, rules, and regulations.

5. Special Provisions-

a. Virtual Arraignments.

- i. Choctaw Nation shall conduct virtual arraignments daily Monday through Friday. Choctaw Nation shall provide a link for jail facilities to log on for arraignment of tribal prisoners.
- ii. County shall provide personnel to escort and manage virtual arraignment of tribal prisoners at the jail facility.
- iii. Choctaw Nation shall make every effort possible to ensure a quick and efficient process for virtual arraignments to ensure County staff are not obligated for an extended amount of time.

b. Medical Needs of Prisoners.

- i. When feasible and practicable, all medical and dental needs of prisoners shall be provided by an Indian Health Service (IHS) or tribal health care facility. A listing of those facilities appears below. County shall promptly notify Choctaw Nation Probation Department concerning arrangements for the treatment and transport to a facility for treatment or to otherwise advise the County on what action to be taken.
- ii. In cases of an extreme emergency, where it is not feasible and practicable to contact the Choctaw Nation Probation Department, County may obtain such care for prisoners at local, federal, or state facilities as emergency needs dictate. In such instances, the care provider shall be advised to contact the nearest IHS facility for further instructions and for claims advice within 72 hours of the first furnishing of care or treatment. Within two hours of notification by the County that a prisoner has been transported to a hospital, Choctaw Nation shall provide an officer to relieve the County resources at the hospital. The County shall notify the Choctaw Nation Probation Department of actions taken when such emergency circumstances occur as soon as possible but not more than 6 hours after a tribal prisoner is transported for emergency medical purposes.
- iii. A listing of Indian Health Services and Indian tribal health care facilities in eastern Oklahoma follows:

Choctaw Nation Health Services	Talihina	800-349-7026
Broken Bow Indian Health Clinic	Broken Bow	580-584-2740
Idabel Indian Health Clinic	Idabel	580-286-2600
Durant Indian Health Clinic	Durant	580-920-2100
Atoka Indian Health Clinic	Atoka	580-889-1981
Hugo Health Center	Hugo	580-326-7561
McAlester Health Center	McAlester	918-423-8440
Rubin White Indian Health Center	Poteau	918-647-8409
Stigler Indian Health Clinic	Stigler	918-967-9200

iv. All of the above-listed facilities will provide medical care to federally recognized members of any tribe.

v. The IHS or community health representatives and other tribal health personnel shall be permitted to visit tribal prisoners as frequently as necessary to ensure that medical care, including medication, is being provided to the prisoner. Also, to assure all available health services for which the prisoner is eligible are being utilized.

c. Utilization of Tribal Prisoners for Trustee and/or Work Crew

i. County may use tribal prisoners for trustee and/or work crew with the written approval of the Choctaw Nation Probation Department.

6. Payment. In consideration of the foregoing, the Choctaw Nation Public Safety Department agrees to pay to the County \$50.00 per day for each person housed in the County's facility pursuant to this Agreement. Payment shall be made by Choctaw Nation upon receipt of the invoice/invoices from the County. All invoices shall be sent to Choctaw Nation, ATTN: Public Safety.

7. Modification. This MOU may be amended at any time by a written instrument executed by both parties. No change or modification to this MOU shall be valid unless in writing and signed by both parties.

a. Any proposed amendments to this MOU shall be in writing and contain the following minimum:

i. The specific proposed amendment(s) to the MOU;

ii. Any costs increase or decrease (if any) resulting from such proposed amendments;

b. No proposed amendment shall be binding on the Parties until approved in writing by both Parties. The proposed amendment shall be considered incorporated into the MOU once approved in writing by both parties.

8. Severability. If any provision of this MOU becomes or is deemed to be invalid, illegal, or unenforceable, the parties shall meet to discuss such provision. If such provision cannot be amended without materially altering the intention of the parties, it shall be deleted and the remainder of the MOU and any related documents pursuant hereto shall remain in full force and effect.

9. Conflicts of Interest. Both parties warrant that no officer or employee of the Choctaw Nation or the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this MOU.

10. Termination. Either party may terminate this MOU for any reason or no reason by giving thirty (30) days advance written notice delivered in accordance with Section 11 below.

11. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given either (i) when delivered in person to the recipient named below or; (ii) five (5) business days after mailed either registered or certified U.S. mail, return receipt requested, postage prepaid, addressed by name and address to the Party intended as follows:

If to Choctaw:

Jeff Hansen, Director of Community Protection Choctaw Nation of Oklahoma
P.O. Box 1210
Durant, OK 74702
Phone: (580)924-8280 x2320
jhansen@choctawnation.com

AND

Government-Legal Department Choctaw Nation of Oklahoma
P.O. Box 1210
Durant, OK 74702
Phone: (580)924-8280

If to County:

Sheriff Chris Morris
1210 N. West St
McAlester, Ok 74501
Phone: (918)-423-5858
cmorris@pittsburgsheriff.com

AND

Hope Trammell
115 E Carl Albert Park Way Room 100
McAlester, Ok 74501
Phone: (918)-423-6865
pittscountyclerk@yahoo.com

12. Entire Understanding. This MOU is the entire understanding of the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, correspondence, understandings, and agreements of the parties to the subject matter hereof. Any amendment to this MOU must be made in accordance with subject 7 above.

13. Governing Law. This MOU shall be governed by and interpreted in accordance with the laws of the Choctaw Nation of Oklahoma without giving effect to its laws or rules relating to conflicts of laws that would direct the application of the law of another jurisdiction. Any claim or controversy arising out of this Agreement or a breach hereof shall be settled exclusively by the courts of the Choctaw Nation of Oklahoma. The Parties hereby irrevocably consent to the jurisdiction of such courts and hereby irrevocably waive any claim they may have that any proceedings brought in such courts have been brought in an inconvenient forum.

**CONTRACT FOR
JOB # 25-OK-230450**

BETWEEN **PITTSBURG COUNTY** AND **GARLAND/DBS, INC.** FOR THE **PITTSBURG COUNTY JUSTICE CENTER ROOFING PROJECT.**

- 1.) This CONTRACT is made at **Cuyahoga County** as of June 5, 2023, (“Effective Date”), by and between the **Pittsburg County** located at **115 E Carl Albert Pkwy #1A, McAlester, OK 74501** (hereinafter designated the “CUSTOMER”), and **Garland/DBS, Inc.**, located at **3800 East 91st Street Cleveland, OH 44105** (hereinafter designated the “CONTRACTOR”).
- 2.) The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for the **Justice Center Roofing Project** located at **1210 N West Street, McAlester, OK 74501**, as well as all work incidental and pertinent thereto, (hereinafter designated the “Project”) all in accordance with the original proposal # **25-OK-230450** dated **5/21/2023** submitted by the CONTRACTOR (hereinafter together designated the “Specifications”), a copy of which is attached hereto as Exhibit A and incorporated herein. In the event of any conflict, ambiguity, or inconsistency between the terms contained in this CONTRACT and the Exhibits, the terms set forth in this CONTRACT shall govern and control.
- 3.) The term of the CONTRACT shall begin on the Effective Date first written above, and shall be completed **180** days thereafter, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The work shall commence within ten (10) days from the date that CONTRACTOR receives a copy or original of the fully executed CONTRACT, which receipt shall be considered Notice to Proceed. The CONTRACTOR is required to submit to the CUSTOMER a Certificate of Insurance and Performance and Payment bonds prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties.
- 4.) The sums to be paid to the CONTRACTOR shall be at the bid price(s) shown on the Specifications (Exhibit A), and the total to be paid to CONTRACTOR shall be a maximum of **\$1,719,622.00**, as set forth in the purchase order and Exhibit A. Invoices shall provide details of all Project expenses as permitted in this CONTRACT. CONTRACTOR shall apply no late charges, interest or penalties to any invoice or charges for services until 30 days from the CUSTOMER receipt of the invoice. If this CONTRACT is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
- 5.) If the CUSTOMER wishes to terminate the CONTRACTOR for cause due to the failure of CONTRACTOR to perform as required under this CONTRACT and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CUSTOMER must provide the CONTRACTOR with written notice of said failure to perform. The CUSTOMER must give ten (10) working days from the CONTRACTOR’s receipt of the

Notice to Cure for the CONTRACTOR to cure or take reasonable action to commence to cure the performance concerns specified. If the CONTRACTOR does not take appropriate action within the ten (10) day period, the CUSTOMER may issue a Final Notice to Cure. The CONTRACTOR will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CUSTOMER can terminate the CONTRACT. If the CONTRACTOR is terminated for cause, the CUSTOMER may provide or employ any necessary labor and materials in lieu of CONTRACTOR to finish part or all of the work under the CONTRACT or to supplement the work of CONTRACTOR, and to deduct the cost thereof from any money, then due or thereafter to become due to the CONTRACTOR; and if such cost shall exceed the balance due to CONTRACTOR, then the CONTRACTOR shall pay the difference to the CUSTOMER.

- 6.) CUSTOMER may issue subsequent modifications to the Purchase Order(s) for additional work that was not known or included in the Specifications that is found to be needed during the work on the Project to complete the Project over and above the amount set forth in this paragraph four (4) and in Exhibit A. CONTRACTOR must seek approval from the CUSTOMER before performing any additional work. The CUSTOMER must provide the CONTRACTOR written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. CONTRACTOR is not obligated to perform additional work until written modification has been received from the CUSTOMER, but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the CONTRACTOR without CUSTOMER consent will be evaluated and considered for payment based upon the work's merit. If the CUSTOMER determines the incidental additional work was not included in the original scope of the project and required for the CONTRACTOR's uninterrupted performance in fulfillment of the contract, then the CUSTOMER will approve the CONTRACTOR's request for payment for incidental additional work.
- 7.) All the work done under this CONTRACT shall be performed under the oversight of _____, the CUSTOMER'S representative. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addressees set forth in the Specifications, unless changed by either party by notice to the other party; and (c) effective upon receipt.
- 8.) The CONTRACTOR shall furnish the CUSTOMER with a performance or contract bond and a labor and material bond, each in the amount of **\$1,719,622.00** a Certificate of Workers' Compensation, and a Certificate of Insurance evidential of comprehensive general liability insurance and property insurance with minimum coverage in amounts reasonable to or exceeding what is normally expected for a comparable project in size and scope. Further, said Certificate of Insurance shall name **Pittsburg County** as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the CUSTOMER of any material change in, or cancellation of, said insurance.

- 9.) Should the CONTRACTOR at any time refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, the CUSTOMER shall have the right to immediately suspend all work, or any part thereof under this CONTRACT, upon the CUSTOMER's issuance of a stop work notice to the CONTRACTOR and the CONTRACTOR's confirmed receipt of the stop work notice. The work shall continue to be suspended until such time as the CUSTOMER and CONTRACTOR have come to a mutual agreement on how the work under the CONTRACT shall proceed. Should the CONTRACTOR continue to refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, then the CUSTOMER may, after following the procedures listed in Section 5 above, terminate the CONTRACT for cause.
- 10.) The CONTRACTOR shall indemnify, save harmless, and defend the CUSTOMER from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, made, brought, or recovered against the CUSTOMER by reason of any negligent act or omission of the CONTRACTOR, its agents, its subcontractors, or its employees, in the execution of the work herein contracted for.
- 11.) The CONTRACTOR or CUSTOMER has the right to request and be granted a Termination for Convenience from the CONTRACT obligations if there is a joint determination from both the CUSTOMER and the CONTRACTOR that the termination is in the best interests of both parties, or if the CONTRACTOR or CUSTOMER believes the Termination for Convenience to be in its best interests because a timely resolution, within ten (10) days from the CUSTOMER'S receipt of written notification, will not be provided with regard to requests for information (RFI), request for clarification, or requests for modification to the Purchase Order(s) due to differing site conditions, vague Specifications, or unforeseen circumstances. Under a Termination for Convenience, the CONTRACTOR or CUSTOMER shall be reimbursed for all justifiable costs including price of supplies, services delivered, and administrative expenses, including lost profit under the CONTRACT or Purchase Order.
- 12.) This CONTRACT shall be deemed to contain all the terms and conditions agreed to between the parties, who both agree that no representations or promises of any kind whatsoever have been made other than herein contained, and this CONTRACT shall be binding upon both parties and their respective heirs, administrators, executors, successors, and assigns.
- 13.) This CONTRACT is contingent upon receipt of a written purchase order from CUSTOMER. All terms must be agreed upon by both parties.
- 14.) CUSTOMER shall have the right to approve all subcontracts or assignments of work equal to or exceeding \$10,000. CUSTOMER shall not unreasonably withhold, delay or condition subcontracting or assignments, but may express final and binding disapproval of a

proposed assignee or subcontractor. Should the CONTRACTOR be forced to choose a different subcontractor/assignee that is of higher cost than the initial subcontractor/assignee, due to the CUSTOMER's disapproval, the CONTRACTOR shall be able to request and will receive approval from the CUSTOMER for a modification to the CONTRACT to cover the additional cost. CONTRACTOR shall remain responsible for the work of any agent or independent contractor to whom it assigns its Work, and any assignment or subcontract shall incorporate the terms of this Contract into its contract delegating its Work.

- 15.) If the Project involves construction of a public improvement at a cost exceeding the threshold for payment prevailing wage rates of pay, each laborer, workman or mechanic employed by the CONTRACTOR for performance of the Project herein described or by the subcontractor shall be paid not less than the minimum rate of pay for the applicable pay classification. The CONTRACTOR and their subcontractors who are subject to the requirements of paying prevailing wages shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. The CONTRACTOR and its subcontractors shall deliver to the CUSTOMER a certified copy of their respective payrolls, within two weeks of the CUSTOMER's request, for each pay period requested by the CUSTOMER.
- 16.) Payments to the CONTRACTOR shall be made at the rate of ninety-five percent (95%) of the approved partial payment estimate for each monthly progress billing. The CUSTOMER will retain five percent (5%) of every approved partial payment. The retained amount will be paid to the CONTRACTOR no later than thirty (30) days following Final Acceptance of the work. Upon completion and acceptance of the work, the CUSTOMER shall issue a certificate attached to the final payment request that the work has been accepted by it under the terms, promises and conditions of the CONTRACT.
- 17.) CONTRACTOR has been employed under this Contract as an independent contractor in order to construct its portion of the Project. CONTRACTOR agrees that no authority has been conferred upon it by CUSTOMER to hire any person(s) on behalf of CUSTOMER, and CUSTOMER undertakes no obligation of any sort to CONTRACTOR's employees or subcontractors. It is understood and agreed that the CONTRACTOR shall select, engage, and discharge its employees, agents, or servants and otherwise direct and control their services. CONTRACTOR will also comply with all laws concerning qualification to do business and engage in the work involved under this CONTRACT and will file all returns and reports required of it and pay all taxes and contributions imposed upon it.
- 18.) CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.
- 19.) The CUSTOMER shall not be considered to have accepted possession of the work under this CONTRACT until a notice of completion is issued to the CONTRACTOR by the CUSTOMER or CUSTOMER's representative, or payment of the full CONTRACT compensation is received by the CONTRACTOR, unless the Parties otherwise mutually agree.

- 20.) CONTRACTOR, at all times during its performance of its work under this CONTRACT, shall keep the work site, grounds, and roof tops surrounding the work site free from accumulation of waste materials or rubbish caused by its activities. Upon completion of the work under this CONTRACT, the CONTRACTOR shall promptly remove all its waste materials and rubbish from and about the work site, as well as, its tools, construction equipment, machinery, and surplus materials, as to leave the work site "Broom Clean" or its equivalent.
- 21.) The law is hereby agreed to be the law of the State where the Project is situated. The parties agree that the proper venue for action, suit, or other litigation arising under this agreement shall lie in the courts of **Pittsburg County, Oklahoma**. In the event legal action is instituted to enforce this agreement, each party agrees to bear its own attorney fees and costs while waiving the right to collect attorney fees and costs from the opposing party. Each party also agrees to waive its right to have any pending action or trial heard by a jury.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, authorized representatives of each party to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

WITNESSES:

GARLAND/DBS, INC.

1. _____

By: _____

2. _____

Printed Name

Title

Tax ID. No. _____

Date: _____

WITNESSES:

PITTSBURG COUNTY

1. _____

By: _____

2. _____

Date: 6/12/2023

And

By: _____

Date: 6/12/2023





EXHIBIT A

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Pittsburg County
Pittsburg County Justice Center
1210 N West Street
McAlester, OK 74501

Date Submitted: 05/21/2023
Proposal #: 25-OK-230450
MICPA # PW1925

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Base Bid - Roof Replacement (Areas B & C) and Roof Recover (Area D)

1. Remove existing roof system down to metal/Concrete deck in Areas B and C. Area D is Recover over existing after removing and replacing wet areas.
2. Replace treated wood nailers as needed. Provide unit cost for replacement at time of bid.
3. Inspect all decking and provide SF cost of replacement at time of bid.
4. Treat all wood nailers installed or existing with water based, non-corrosive, intumescent primer. The primer should create a char-barrier when exposed to high temperatures or flames. Primer shall also serve as a non-prescriptive thermal barrier and a Class III Vapor Retardency.
5. Raise mechanical lines as needed to ensure a minimum 8" above finished roof height.
6. Sump all drains and replace clamp rings and bolts where needed. Provide price per drain for new drain replacement. Paint Drain Basket and basin red.
7. Paint all roof hatches to match coping metal color.
8. Install new Skylights at section B, C, and D. Contractor to field verify sizes.
9. At all concrete deck areas Install low VOC liquid vapor retarder adhesive and 80 MIL vapor barrier that continues from deck all the way under the termination bar of flashings.
10. Mechanically fasten (1) Layer of 2" Poly Iso Insulation to metal deck in all areas designated 4" of ISO by scan report.
11. Attach one additional layers of 2" polyiso insulation to first layer using low rise foam adhesive in ribbon pattern In all areas designated 4" of ISO by Scan report.

12. Attach (3) layers of 3" Poly Iso to top of vapor barrier using low rise foam adhesive at concrete deck portion of section B. Per wind uplift calculations.
13. Fasten ½" Densdeck or equal to poly ISO and attach using foam adhesive, or mechanically fasten thru existing system on D.
14. At walls and curbs where flashing is to be installed, install minimum 5/8" plywood sheathing and prime(Where Applicable) with asphalt primer at .25-.5 gallon per square. SA Primer to be applied at .5 gallon square to sheathing >10" tall where SA ice/water shield will be installed.
15. Install 4" noncombustible cant set in insulation adhesive where vertical flashing is to be installed.
16. Install SBS modified 80 mil SBS base ply in zero VOC cold adhesive at 2.5 gallons per square.
17. Install 150 Mil Mineral modified Cap Sheet in Zero VOC cold Adhesive at 2.5 Gal per square.
18. Terminate all field plies 2" above cant or under termination bar whichever is further up the rise wall. Terminate all flashing plies minimum 10" above roof surface. Extend flashing up and over curbs.
19. At flashings, install 80 mil SBS modified flashing base ply in zero VOC cold flashing adhesive at 4-6 gallons per square. Flashing plies to extend 10" at parapet walls.
20. Install 150 mil urethane modified mineral surfaced cap sheet in zero VOC cold flashing adhesive at 4-6 gallons per square. Flashing plies to extend 10" at parapet walls.
21. Extend flashing base ply 6" onto field of roof and flashing cap ply 9" onto field of roof.
22. At flashings, install termination bar attached with fasteners at minimum 8" OC and apply large Zero VOC Flashing Adhesive and Mesh to Termination bar with three course method. Apply strip of modified over all flashing laps.
23. At parapet walls, apply R-mer Seal or equal underlayment up and over wall and nail to outside of wood nailer.
24. At parapet walls greater than 24", install 22 gauge R-MER or equal wall panels w/ 22 gauge counterflashing that extends over flashing plies. Panel clips spaced no more than 16" OC.
25. Install 22 gauge premanufactured galvanized coping metal with 20 gauge continuous cleat fastened 3" OC. This shall include new 22 GA Kynar Coated Downspouts where applicable.
26. Fabricate and install new 24 GA Galvanized through wall scuppers. Weld joints, Prime both sides of flange with non-voc primer, and set in VOC Free flashing adhesive and strip in with base and cap.
27. Wait a minimum of 30 days and apply acrylic base coat to cap sheet at 1.5 gallons per square. Once dry, apply topcoat at 1.5 gallons per square to entire cap sheet.
28. Fabricate and install new 24 GA Stainless steel pitch pans. Prime both sides of the flange and set in mastic. Fill with non shrink grout and top with 2 part pourable sealer. Add rain hood and flood hood with White Knight.
29. At all MEP lines, install roller supports. Paint gas lines safety yellow.

30. Mechanical Contractor will be responsible for associated HVAC, electrical and plumbing work. Electrical work includes disconnecting electrical roof top equipment and reconnecting per code requirement. Plumbing work includes raising gas lines, raising soil stacks as needed to meet minimum 12" above finished roof height, running copper condensate line from HVAC units to gutters ensuring no line terminates on field of roof.
31. Roofing contractor responsible for providing appropriate miro supports for all conduits and condensate lines. All Condensate lines to be ran to drain or scupper.
32. All night tie in material are to be like kind and material of the same manufacturer. Use zero VOC for all tie in. This will ensure zero product contamination.
33. Roofing Contractor shall provide daily before and after pictures of all work areas. This is to protect the contractor and the owner should a dispute occur over damage.

Base Bid - Roof Replacement (Area B):

Proposal Price Based Upon Market Experience: \$ 501,132

Garland/DBS Price Based Upon Local Market Competition (Base Bid - Area B):

F.W. Walton Dallas LLC	\$ 501,132
Sooner Recon LLC	\$ 622,624
S&S Roofing, Inc.	\$ 663,396

Cost Breakdown: Base Bid - Roof Replacement (Area B)

Labor & Non Garland Materials (F.W.Walton Dallas LLC):	\$ 119,280
Garland Materials:	\$ 318,974
Stamped Shop Drawings:	\$ 5,212
Freight:	\$ 25,000
Insurance:	\$ 2,144
Bonds:	\$ 4,507
<u>General Conditions:</u>	<u>\$ 26,015</u>
TOTAL:	\$ 501,132

Base Bid - Roof Replacement (Area C):

Proposal Price Based Upon Market Experience: \$ 670,940

Garland/DBS Price Based Upon Local Market Competition (Base Bid - Area C):

F.W. Walton Dallas LLC	\$ 670,940
S&S Roofing, Inc.	\$ 771,306
Sooner Recon LLC	\$ 779,638

Cost Breakdown: Base Bid - Roof Replacement (Area C)

Labor & Non Garland Materials (F.W.Walton Dallas LLC):	\$ 201,072
Labor & Non Garland Materials (Custom Sheetmetal Services):	\$ 39,500
Garland Materials:	\$ 343,652
Stamped Shop Drawings:	\$ 5,212
Freight:	\$ 26,000
Insurance:	\$ 3,238
Bonds:	\$ 5,526
<u>General Conditions:</u>	\$ 46,740
TOTAL:	\$ 670,940

Base Bid - Roof Recover (Area D):

Proposal Price Based Upon Market Experience:	\$ 547,550
--	------------

Garland/DBS Price Based Upon Local Market Competition (Base Bid - Area D):

F.W. Walton Dallas LLC	\$ 547,550
S&S Roofing, Inc.	\$ 589,189
Sooner Recon LLC	\$ 599,229

Cost Breakdown: Base Bid - Roof Recover (Area D)

Labor & Non Garland Materials (F.W.Walton Dallas LLC):	\$ 192,095
Garland Materials:	\$ 286,562
Stamped Shop Drawings:	\$ 5,212
Freight:	\$ 19,000
Insurance:	\$ 2,624
Bonds:	\$ 4,785
<u>General Conditions:</u>	\$ 37,272
TOTAL:	\$ 547,550

Scope of Work: Alternate Option - Roof Repairs (Area D Only)

1. Remove areas determined wet by moisture scan down to the deck.
2. Replace wet areas with material of like kind and quality.
3. Repair any splits, blisters, loose membrane or any other conditions existing on the roof that are not conducive to good roofing practice.
4. Repair any open seams or laps with a 3 course method with White Knight and Garmesh.
5. Replace treated wood nailers as needed. Provide unit cost for replacement at time of bid.
6. Treat all wood nailers installed or existing with water based, non-corrosive, intumescent primer. The primer should create a char-barrier when exposed to high temperatures or flames. Primer shall also serve as a non-perscriptive thermal barrier and a Class III Vapor Retardency.
7. Raise mechanical lines as needed to ensure a minimum 8" above finished roof height.
8. Sump all drains and replace clamp rings and bolts where needed. Provide price per drain for new drain replacement. Paint Drain Basket and basin red.

9. Paint all roof hatches to match coping metal color.
10. Install new Skylights at section D. Contractor to field verify sizes.

Alternate Option - Roof Repairs (Area D Only):

Proposal Price Based Upon Market Experience: \$ 118,186

Garland/DBS Price Based Upon Local Market Competition (Alternate Option - Area D):

Sooner Recon LLC	\$ 108,043
S&S Roofing, Inc.	\$ 116,315
F.W. Walton Dallas LLC	\$ 118,186

Cost Breakdown: Base Bid - Roof Repairs (Area D)

Labor & Non Garland Materials (F.W.Walton Dallas LLC):	\$ 16,528
Garland Materials:	\$ 80,845
Stamped Shop Drawings:	\$ 5,212
Freight:	\$ 8,750
Insurance:	\$ 453
Bonds:	\$ 1,064
<u>General Conditions:</u>	<u>\$ 5,334</u>
TOTAL:	\$ 118,186

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
2. Permits are excluded.
3. Masonry work is excluded.
4. Interior Temporary protection is excluded.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662



16262 West Bernardo Drive
San Diego, CA 92127
www.genasys.com

SAAS SERVICES AGREEMENT

This SaaS Services Agreement (the "Agreement"), dated effective as of the date signed by both parties below (the "Effective Date") is between **Genasys Inc.**, with a principal address at 16262 W Bernardo Drive, San Diego, CA 92127 ("**Genasys**") and **Pittsburg, County of, OK**, with a principal address at 115 E Carl Albert Pkwy #1A, McAlester OK, 74501 ("**Customer**").

RECITALS:

- A. Genasys has developed certain software that is available to access online as a subscription service, together with other software applications, content and materials provided by Genasys as part of the hosted Software system or otherwise.
- B. Customer desires to access and use the Genasys Software, and Genasys desires to provide such rights to Customer, subject to the terms and conditions of this Agreement.

In consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Genasys and Customer agree as follows:

AGREEMENTS:

1. General Definitions.

- (a) "Confidential Information" means the Software, Customer Data, technology, business plans and information, trade secrets, written materials marked as confidential and other information that is identified as confidential or proprietary at the time of disclosure or that the receiving party reasonably should understand to be confidential. Confidential Information excludes information that: (i) is or becomes generally available to the public without fault of the receiving party; (ii) was rightfully in the receiving party's possession prior to its disclosure by the other party; (iii) is independently developed without the use of any Confidential Information of the disclosing party; or (iv) is obtained without obligation of confidentiality from a third party who has the right to disclose it.
- (b) "Customer Data" means all content, data and information generated by Customer and provided by Customer and its Users to Genasys, including through inputting into the Software, such as Personal Data and Notification contents. Customer Data does not include Feedback or data created by Genasys.
- (c) "Documentation" means Genasys' written or online user instructions and/or manual for the Software, as updated by Genasys from time to time.
- (d) "Feedback" means any suggestions, enhancement requests, complaints or other feedback from Customer or Users relating to the System or Genasys' Services.
- (e) "Malicious Code" means any virus, worm, trap door, back door, snoop ware, spyware, malicious logic, Trojan horse, time bomb or other malicious software functionality that would intentionally erase or render the Software unusable or intentionally interfere with the use of the Software or a User's computer system or software.
- (f) "Notifications" means notifications sent through or provided by the Software at Customer's instruction, such as emergency and safety alerts.
- (g) "Personal Data" means information that identifies a particular individual, such as name, birthdate, address, telephone number, e-mail, identification numbers, financial account information, and personal health information. If applicable law in the jurisdiction where a person resides defines personal information or data, that definition shall apply.
- (h) "Quote" means a quote provided by Genasys and agreed to by Customer, for the provision of the Software and other Services to Customer. Quotes may be attached as an exhibit to this Agreement, but not doing so shall not affect their validity.

- (i) "Services" means Genasys' hosting services for the Software, onboarding services, Software support and maintenance, and any additional consulting, professional, or other services offered by Genasys to its customers as part of or in connection with the Software, including services provided under a separate statement of work ("SOW") or order form for which Genasys may charge a separate fee.
- (j) "Software" means the hosted Genasys software that Customer is entitled to access and use under this Agreement, including updates, upgrades, enhancements, fixes, additional features, and other modifications provided by Genasys. "Software" also includes any downloadable mobile applications and onsite software provided to Customer and its Users by Genasys.
- (k) "Term" means the Initial Term of this Agreement together with any and all Renewal Terms, as those terms are defined in Section 6(a).
- (l) "Third-Party Offerings" means any applications, services, software (open source or proprietary), and other products owned by third parties that are incorporated into or interoperate with the Software.
- (m) "Users" means individuals whose agency or entity is listed on Exhibit A, and who are authorized by Customer and Genasys to access and use the Software and who have been provided user identifications and passwords by Customer.
2. Subscription to Software; Rights and Restrictions. Genasys grants Customer a non-exclusive, non-transferable right to access and use the Software during the Term, and solely for use by Users who are authorized under Exhibit A, or a supplemental order or SOW agreed to by the parties. Customer and its Users will be provided online access to the Software and any related products and Services offered by Genasys that are made available online as part of the hosted Software. Customer is also granted a license to install and use downloadable or onsite Software at Client's location(s), and in the case of mobile apps, a license to download and use such apps on the electronic devices of Client's Users, subject to the terms of the Genasys end user license agreement for the apps. Hosted Software will reside either on Genasys' servers or on the servers of a third party that is in the business of hosting web- or cloud-based software applications (currently AWS). The Software is subject to the following terms and limitations:
- (a) Usage. Use of the Software is limited to Customer's own internal business. Customer may authorize Users to access and use the Software and related materials that Genasys makes available with the Software. Customer and Users are authorized to use the Software only as part of the Software, except as otherwise specifically set forth in this Agreement. Genasys' representations, warranties and commitments set forth in this Agreement are made only to Customer, not to Users.
- (b) Updates and Modifications. Customer acknowledges and agrees that the Software, Software, Documentation and other materials that may be made available by Genasys as part of the Software may be updated and modified from time to time, in Genasys' sole and reasonable discretion. Updates to the Software will be made available to Customer at no additional charge; this does not include optional features or different versions of the Software for which Genasys has a separate charge. Customer agrees that its purchase of the Services is not contingent on Genasys' delivery of any particular future functionality or features in the Software.
- (c) Restrictions. Customer will not reverse engineer, disassemble, decompile or otherwise attempt to derive source code, trade secrets, algorithms, data programming methods or Confidential Information from the Software. Customer will not modify or create derivative works of the Software or use it in order to build a competitive product or service, or copy any features, functions or graphics of the Software.
- (d) Acceptable Use Terms. Customer agrees that it and its Users:
- will not share the Software or its data with any unauthorized third party or user.
 - will not use the Software in any manner that is unlawful or is prohibited by this Agreement, or that may damage, disable, overburden, or impair the Software or interfere with any other party's use and enjoyment of the Software.
 - will not obtain or attempt to obtain any materials or information on or through the Software through circumventing any access or use restrictions or by any other unauthorized methods, such as hacking or password mining.
 - will not use any bots, spiders, page-scraping or other automated or manual processes or methods to copy or monitor this Software or any of its contents.
 - will not upload to the Software any libelous or unlawful content or any materials or instructions that may cause harm or injury, or that violate any person's right of privacy or any copyright, trademark, or other intellectual property rights.
 - will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any other way use or exploit any of the content of the Software or other Provider Materials other than for their authorized purposes.

- will not delete or alter any proprietary rights or attribution notices in any content or Provider Materials obtained through the Software.
- (e) Customer Responsibilities. Customer agrees to conduct only authorized business on the Software and to limit the number of Users who may send Notifications through the Software to those that are reasonably necessary. Customer is responsible for any breach of these terms by its Users. Customer is responsible for its users' compliance with the restrictions and other terms of this Agreement and will promptly notify Genasys of any material breach by any of them. Customer is solely responsible for all content uploaded by it and its Users to the Software and for all Notifications transmitted through the Software. Genasys may monitor the Software to verify compliance with this Agreement.
- (f) Third-Party Offerings. The Software may contain features designed to interoperate with Third-Party Offerings. To use such features, Customer may be required to obtain access to such Third-Party Offering from its provider. If the provider of a Third-Party Offering ceases to make it available for use with the Software on terms acceptable to Genasys, Genasys may cease providing such features without entitling Customer to any refund, credit, or other compensation. If Third-Party Offerings are embedded in the Software (such as open-source components) or provided by Genasys as an integrated part of the Software, they are governed by the applicable terms of this Agreement unless Genasys provides a separate third-party license or subscription agreement for such Third-Party Offerings to Customer. Third-Party Offerings are authorized only for use in connection with the Software, unless otherwise permitted under an open-source license.
3. Other Services.
- (a) Technical Support and Maintenance. Genasys will provide Customer with technical support and maintenance Services to assist Customer in utilizing the Software. Genasys will provide Customer with telephone, email and/or web-based technical support and maintenance Services to assist Customer in utilizing the Software. Critical requests (Software system is down or unusable) will be addressed by Genasys on a 24/7 basis. Less critical requests will be addressed during Genasys' business hours. Genasys support personnel will use reasonable, good faith efforts to resolve material support issues in a timely manner. Genasys may update its support and maintenance policies from time to time, upon notice to Customer. Genasys is not responsible for problems caused by third-party software or services or by other causes outside of Genasys' reasonable control.
- (b) Professional Services. Upon Customer's request and subject to a separate written order, SOW or Agreement addendum between the parties, Customer may purchase additional Services from Genasys. All such Services are subject to the terms and conditions set forth in such SOW, order or addendum as well as this Agreement. If there is a conflict, such SOW, order or addendum will have priority over the terms of this Agreement.
4. Ownership.
- (a) Genasys Ownership. Genasys owns and retains all right, title and interest in and to the Software, Genasys' trademarks and service marks, Genasys' website and its contents, any custom developments, training and other written or electronic documents and materials provided by Genasys that relate to the Software, and all intellectual property rights in the foregoing ("Genasys IP"), subject to the rights granted in this Agreement. Genasys IP may be used by Customer and Users only for the purposes described in this Agreement. Any rights not expressly granted herein are reserved by Genasys.
- (b) Data Ownership and License. As between the parties, Customer owns all Customer Data provided by it and its Users. Customer shall deliver Customer Data to Genasys as reasonably requested by Genasys. Genasys owns all data and materials developed or created by it in connection with this Agreement, including any GIS-formatted databases. Customer hereby grants to Genasys a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, transferable, fully paid-up license to use, reproduce, modify, prepare derivative works, distribute, sublicense, perform, display, and otherwise exploit Customer Data in connection with the Services and Genasys' business, including without limitation for the purpose of promoting and providing its Software's and services to others. Genasys may use and share Customer Data with third parties as necessary or appropriate to provide the Services to Customer, to comply with Genasys' legal obligations, and to exercise its legal rights.
- (c) Usage Data. The Software tracks metadata and other usage data and statistics related to Customer's and Users' use of the Software ("Usage Data") and provides such data to Genasys. Genasys shall own such Usage Data and may aggregate, use, distribute and sell Usage Data for any legal purpose, including without limitation to provide services, for marketing, and to improve the Software and Genasys' other products and services. Usage Data does not include any Personal Data, and except as otherwise provided herein, Genasys shall not provide such data to any third party unless it has been anonymized and/or aggregated with other customers' and users' data, so that it is not identifiable as to any particular individual or customer.

- (d) Feedback. Genasys shall have a royalty-free, worldwide, irrevocable, perpetual license to use Feedback and incorporate it into Genasys' software, products and services. Genasys shall exclusively own all right, title and interest in and to any software and intellectual property developed or delivered to Customer in the performance of this Agreement, regardless of whether it is based on or incorporates any Feedback.

5. Fees.

- (a) Fees. Customer's access to the Software is subject to timely payment of the fees specified in the applicable Quote (the "Fees"). Fees for the Services are based on the type of Software for which access rights are purchased, regardless of actual usage. Subscription Fees are due and payable in advance. Invoices are due and payable within thirty (30) days of the date of the invoice.
- (b) Taxes. Customer is responsible for any applicable sales, use or other taxes or duties associated with this Agreement, other than taxes on Genasys' net income. If Customer is a tax-exempt entity, Customer shall provide a tax-exemption certificate to Genasys upon request.
- (c) Past Due Amounts. If any amounts owed by Customer are thirty (30) or more days overdue, Genasys may, without limiting its other rights and remedies: (i) charge interest at the rate of 1.5% per month or the highest rate permitted by law, whichever is less, on the past due amounts; (ii) suspend Customer's access to the Software under Section 6(d); or (iii) terminate this Agreement under Section 6(b) and accelerate Customer's unpaid fee obligations so that all such obligations become immediately due and payable.
- (d) Other. All amounts paid under this Agreement are payable in U.S. dollars. Payment obligations are non-cancellable, and payments are non-refundable, other than as expressly set forth in this Agreement. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding, except as may be required by law.

6. Term and Termination; Suspension.

- (a) Term. This Agreement begins on the Effective Date specified above and will continue for the initial term specified in the applicable Quote (the "Initial Term"). At the end of the Initial Term, this Agreement will automatically renew for additional twelve (12) month renewal terms (each a "Renewal Term") at Genasys' then-current rates or as otherwise agreed in writing by the parties, subject to termination as set forth below. Either party may give the other party written notice of non-renewal of this Agreement at least ninety (90) days prior to the expiration of the then-current Initial Term or Renewal Term.
- (b) Termination for Cause. Either party will have the right to terminate this Agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by the other party, subject to thirty (30) days prior written notice and opportunity to cure such breach; or (ii) the other party's dissolution, distribution of a substantial portion of its assets, or cessation of all or substantially all of its normal business affairs.
- (c) Suspension. Genasys may suspend Customer's and its Users' access to the Software (i) upon ten (10) days' prior written notice and opportunity to cure the breach, if Customer is in material breach of this Agreement, including past-due fees; or (ii) immediately, if improper use of the Software is causing or is likely to cause material harm to the Software or to Genasys, or if there is an actual or suspected violation of law. Genasys will promptly notify Customer of the suspension. Genasys will limit a suspension under subsection (ii) to that which is reasonable under the circumstances.
- (d) Effect of Termination. Upon final termination of this Agreement, Customer will no longer have access to the Software. Customer will promptly pay all outstanding amounts owed to Genasys and, if this Agreement was terminated for cause by Genasys, any unpaid fees covering the remainder of the Term. The termination or expiration of this Agreement for any reason shall not affect a party's rights or obligations that expressly or by their nature continue and survive, including without limitation terms regarding payment, ownership, perpetual licenses, confidentiality, limitations of liability, indemnity, and disclaimers.
- (e) Non-Appropriation. Customer shall be permitted to cancel, without penalty, at the end of each fiscal period if its governing body elects not to include in the budget an appropriation for the contractual payments coming due in the next fiscal period.

7. Confidential Information.

- (a) Confidentiality Obligations. The receiving party of Confidential Information (i) shall not disclose any Confidential Information to any person other than its employees and independent contractors who have a need to know such information and who are obligated to keep such information confidential; or (ii) use the Confidential Information for any purpose except as expressly permitted by this Agreement. The receiving party shall give Confidential Information at least the same level of protection as it gives its own information of similar sensitivity, but not less than a reasonable level of protection. Confidentiality obligations shall survive any termination of this Agreement.

(b) Legally Required Disclosures. The receiving party also may disclose Confidential Information to the extent required under a judicial or legislative order or proceeding or as necessary to comply with a public records act, open records act or other similar laws or regulations; provided that (i) it gives the disclosing party, if legally permissible, reasonable prior notice of the disclosure request; and (ii) it reasonably cooperates with the disclosing party in any responses to such request, including any reasonable objections to the disclosure request. Where Customer is a governmental agency, Customer may disclose, pursuant to a public records act disclosure request, any information that appears on a publicly available website in static form. The parties acknowledge and agree, however, that the GIS-formatted database developed and made available online by Genasys as part of the Software is dynamic and Genasys' proprietary intellectual property and may be accessed by third parties only through such Software, and is not itself to be provided to third parties unless the parties agree, or it is so ruled by a court of competent jurisdiction, that disclosure of such GIS-formatted database is required by applicable law in a particular case. Where disclosure of the GIS-formatted database is required by law, Customer must obtain the recipient's written agreement to use it only for informational purposes and not for commercial purposes, unless such usage restrictions violate applicable law. The parties further acknowledge and agree that the data contained in this GIS-formatted database pertains to a serious public safety interest, including dynamic evacuation information for humans and animals during a public safety event, and includes data that is critical to the accurate accumulation, management and dissemination of life-saving evacuation information. Thus, where disclosure of the GIS-formatted database is or may be required by law, Customer shall redact or segregate the information contained in the GIS-formatted database to the extent that exact dynamic evacuation information cannot be obtained from the database so as to prevent public confusion on dynamic evacuation information during a public safety event.

8. Data Security.

- (a) Reasonable Safeguards. Each party will collect and process any Personal Data of individuals contained in the Customer Data in compliance with applicable data privacy and protection laws, statutes, and regulations. Genasys agrees to maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, including Personal Data. Customer will also maintain commercially reasonable administrative, physical, and technical safeguards and processes for protecting the security and confidentiality of its users' passwords and account IDs for the Software. Please refer to Genasys' privacy policy on its website, which informs users of Genasys' policies and practices related to collection, storage, processing, destruction, and other use of Personal Data.
- (b) Breach Notifications. Customer will promptly notify Genasys if any account IDs or passwords are compromised, or unauthorized persons are accessing the Software. Genasys will promptly inform Customer if there is a material breach of the security or confidentiality of Personal Data in Genasys' possession or control. Genasys and Customer will coordinate and cooperate regarding informing any affected individuals and competent governmental authorities of a data breach as required under applicable laws and regulations.

9. Customer's Warranties. Customer represents and warrants to Genasys that:

- (a) Customer has full power and authority to enter into this Agreement and make the agreements specified herein.
- (b) Customer has all necessary rights and consents required to upload all Customer Data, including Personal Data, into the Software or otherwise provide such Customer Data to Genasys. Customer Data will not violate any person's right of privacy or copyright, trademark, or other intellectual property rights, and Customer and its Users will not transmit any unauthorized data or content to Genasys or the Software.
- (c) Customer and its Users will use the Software only as permitted by applicable laws and regulations, including without limitation federal and state privacy laws, FCC laws, text messaging laws, and anti-spam laws. Customer shall not send Notifications to emergency phone numbers and other numbers that may not legally be called by an automated Software. Customer agrees that it is Customer's sole responsibility to ensure that Customer and its Users are using the Software in a manner that does not violate any law or regulation.
- (d) The parties acknowledge that a third-party service provider may request that Genasys block Customer's access to certain telephone numbers ("Blocked Numbers") and in such case Genasys may deactivate access to the Blocked Numbers. At Customer's request, Genasys may provide Customer with the ability to unblock the Blocked Numbers so that Customer may send communications to the Blocked Numbers via the Software. In such event, Customer represents and warrants to Genasys that it has all rights, licenses and permits necessary to unblock, access and use the Blocked Numbers for the purposes of this Agreement. At Genasys' request, Customer will cooperate with Genasys and produce evidence of such rights to any third party that challenges the unblocking, access or use of the unblocked Blocked Numbers by Customer. Customer will defend, indemnify and hold harmless Genasys and such service provider(s) from and against any and all claims, suits, proceedings, damages, costs and expenses, including court costs and reasonable attorneys'

fees, arising out of or incurred with respect to the unblocking for, access to and/or use of the Blocked Numbers by Customer under this Agreement.

10. Genasys Warranties and Disclaimers.

(a) Genasys Warranties. Genasys warrants to Customer as follows:

- (i) Genasys has full power and authority to enter into this Agreement and make the agreements specified herein.
- (ii) Genasys warrants, from and after the go-live date of the Software for Customer, that the Software, when used properly and in accordance with its Documentation and this Agreement, will comply in all material respects with its Documentation.
- (iii) Genasys will use commercially reasonable, industry-standard efforts and means to keep Malicious Code out of the Software.
- (iv) Genasys will perform Services in a professional and workmanlike manner and in material compliance with the terms of the applicable Quote.

(b) Exclusions. Genasys' warranties exclude non-performance issues that result from (i) modification of the Software by Customer or any person or entity other than Genasys; (ii) defects or problems that are outside the reasonable control of Genasys, including defects or damage resulting from use of the Software in other than its normal and authorized manner; (iii) Third-Party Offerings; or (iv) Customer's or its Users' failure to comply with due standards of care.

(c) Remedies. In the event of a breach of any Genasys warranty, Customer shall contact Genasys within thirty (30) days of Customer's discovery of the breach, specifying the breach in reasonable detail. Customer's sole and exclusive remedies and Genasys' entire liability for breach of any warranty will be:

- (i) in the case of a breach of warranty with respect to the Software, at Genasys' option, Genasys will repair any material, reproducible defect in the Software, or replace the defective part with reasonably equivalent functionality. If Genasys is unable or fails to cure the warranty breach within a reasonable time, Genasys or Customer may, within three months of the initial occurrence of the breach, terminate this Agreement upon fifteen (15) days' prior written notice.
- (ii) in the case of a breach related to other Services, Genasys shall, at its option, either re-perform the Service at no additional charge to Customer or refund to Customer the applicable fees for such Service.

(d) Limitation of Warranties. Except as expressly set forth herein, **THE SOFTWARE AND ALL PRODUCTS AND SERVICES ARE PROVIDED BY GENASYS "AS IS" AND GENASYS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE**, whether arising by law, by reason of custom or usage of trade, or by course of dealing. Genasys does not warrant that the Software or its Services are error-free. Genasys is not responsible or liable for any problems or interruptions in the Software due to issues with third-party hosting services or Internet service providers. Open-source copyright holders have no liability to Customer for any reason. Warranties are not transferable to a third party, other than in connection with a permitted assignment of this entire Agreement under Section 14.

(e) Outgoing Software Notifications. Customer acknowledges and agrees that: (i) Notifications sent via SMS and some other channels may not be delivered to the intended telephone if it is not in range of a transmission site or if sufficient network capacity is not available at a particular time; (ii) even within a coverage area, factors beyond the control of Genasys or the wireless or telecom carrier may interfere with Notification delivery, including without limitation Customer's or the intended recipient's equipment, terrain, proximity to buildings, foliage, weather or other conditions; (iii) Notifications to certain numbers may be blocked; and (iv) urgent Notifications may not be timely received. Neither Genasys nor the wireless carrier warrants or guarantees that Notifications will be delivered.

11. Indemnification.

(a) Mutual Indemnity. Each party (as the "Indemnifying Party") shall defend or settle at its expense any third-party claim or action brought against the other party (the "Indemnified Party") arising out of the Indemnifying Party's breach of this Agreement or any grossly negligent acts or willful misconduct of the Indemnifying Party or its personnel.

- (b) Genasys Indemnity. Genasys shall defend or settle at its option and expense any third-party claim or action brought against Customer alleging that the Software infringes a U.S. registered patent or copyright or misappropriates a trade secret. Genasys shall have no liability for any infringement claim to the extent such claim is based on: (i) modification of the Software other than by Genasys personnel; (ii) any open source or other Third-Party Offering; or (iii) the combination, operation or use of the Software with any software, hardware or other materials not furnished by Genasys. In the event of an infringement claim, Genasys may at its option and expense replace or modify the Software with reasonably equivalent non-infringing functionality or procure for Customer the right to continue using the Software. If neither of these alternatives is available on a commercially reasonable basis, Genasys may terminate this Agreement and refund to Customer any prepaid fees for the period after termination. This Section 11(b) states the entire extent of the liability and obligations of Genasys with respect to any alleged infringement or misappropriation of intellectual property rights.
- (c) Customer Indemnity. Customer shall defend or settle at its option and expense any third party claim or action brought against Genasys arising out or relating to (i) any infringement claims or privacy breaches arising out of the Customer Data, other than a security breach for which Genasys is responsible; (ii) use of the Software in violation of law or the terms of this Agreement; or (iii) bodily injury, death of any person or damage to real or tangible, personal property resulting from Customer's use of the Software, including the posting, sending or failure of any Notifications or other notices and information through the Software.
- (d) Indemnification Procedure. The Indemnified Party shall promptly notify the Indemnifying Party of the claim, grant the Indemnifying Party sole control of the defense of the claim and all related settlement negotiations, and provide the Indemnifying Party with the assistance, information and authority reasonably necessary to defend the claim, at the Indemnifying Party's expense. The Indemnified Party may, at its option and expense, be represented by separate counsel in any such action. The Indemnifying Party shall pay all damages, costs and expenses, including reasonable attorneys' fees and court costs, payable to the third-party claimant.
12. Limitations of Liability. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST DATA, INTERRUPTIONS OF BUSINESS, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR OTHER GENASYS MATERIALS, REGARDLESS OF WHETHER SUCH PARTY HAD NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE. GENASYS IS NOT RESPONSIBLE FOR ANY DELAYS OR DELIVERY FAILURES WITH RESPECT TO THE SOFTWARE OR NOTIFICATIONS, OR ANY DAMAGES RESULTING FROM SUCH PROBLEMS. AS BETWEEN THE PARTIES, CUSTOMER IS SOLELY RESPONSIBLE FOR ALL DECISIONS THAT IT MAKES IN RELIANCE ON INFORMATION PRESENTED THROUGH THE SOFTWARE. GENASYS SHALL NOT BE LIABLE FOR ANY BODILY INJURY, DEATH, OR PROPERTY DAMAGES RESULTING FROM SOFTWARE NOTIFICATIONS (INCLUDING ANY ERRORS OR DELAYS) OR OTHER USE OF THE SOFTWARE OR SERVICES, INCLUDING ANY ERRORS IN OR UNAVAILABILITY OF THE SOFTWARE. GENASYS'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO GENASYS DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.** Genasys' fees reflect this allocation of risk and limitations of liability. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy. The above limitations may be superseded by law in some jurisdictions.
13. Publicity. Any press releases or other public statement regarding this Agreement may be made only with the other party's consent, which shall not be unreasonably withheld, except that a party may make public disclosures to the extent required by law, and Genasys is permitted to include Customer's name on customer lists that may be posted on Genasys' website or provided to potential customers and other third parties.
14. Assignment. Customer may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without prior written consent of Genasys. Genasys may elect to use third-party service providers to perform any of Genasys' obligations under this Agreement. This Agreement is binding on and inures to the benefit of the parties and their respective successors and permitted assigns.
15. General.
- (a) Entire Agreement; Amendment; Waiver. This Agreement, including the attached exhibits and any related purchase orders, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or oral agreements or understandings with respect thereto. Any preprinted terms in a purchase order submitted by Customer to Genasys are expressly agreed to be of no force or effect. This Agreement may not be amended except by a writing signed by authorized representatives of both parties. The waiver by either party of any default or breach of this Agreement, or any obligation hereunder, shall be ineffective unless in writing. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party shall constitute a waiver of the right subsequently to exercise such right or power or to insist on strict compliance.

- (b) Choice of Law. This Agreement shall be construed in accordance with the laws of the State of California, excluding conflicts of law's provisions. However, if Customer is a governmental agency, the laws of the state where Customer is located will govern. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply.
- (c) Severability. If any provision of this Agreement is deemed invalid or unenforceable by a court or governmental authority, that provision shall be modified, if possible, to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the remainder of this Agreement shall remain in full force and effect.
- (d) Notices. All legal notices between the parties shall be in writing and shall be sent by certified or registered mail, with provisions for a receipt, or commercial overnight delivery service, to the address of the other party listed above (or to such other address as a party may furnish to the other in writing). Non-legal written notices in the ordinary course of business may also be sent by email to the other party.
- (e) Independent Contractors. The parties are independent contractors, and neither party shall have any right or authority to make any representations or warranties on the other party's behalf, or to assume or create any obligations or responsibilities, express or implied, on behalf of the other party.
- (f) Injunctive Relief. Each party acknowledges that the other party's intellectual property and Confidential Information is highly valuable to the other party, that any breach of such party's obligations with respect to confidentiality and/or use of the other party's intellectual property, including any breach by Customer of any restrictions on use of the Software or the scope of the rights granted by Genasys herein, may severely damage the other party, the extent of which damage would be difficult to ascertain and, therefore, that the other party is entitled to seek, among other remedies, temporary and permanent injunctive relief and other equitable relief for any such breach, without the necessity of posting bond or other security, to the extent permitted by law.
- (g) Force Majeure. A party shall be excused from delays or failure to perform its duties (other than payment obligations) to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, labor disputes, or any other causes beyond its reasonable control (a "Force Majeure Event"). The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.
- (h) U.S. Government Restricted Rights. Any software provided as part of the Software for or on behalf of the United States of America, its agencies and/or instrumentalities is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable, and any other applicable federal laws or regulations.
- (i) Electronic Signatures; Signature Authority. A copy of this Agreement signed or delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The person accepting this Agreement and any related purchase orders on behalf of Customer represents that he or she has the authority to bind Customer to this Agreement.

GENASYS, INC.

Pittsburg, County of, OK

By: _____

Name: _____

Title: _____

Date: _____

By:  _____

Name: Charlie Rogers _____

Title: Chairman, Board _____

Date: 6/12/2023 _____

EXHIBIT A

AUTHORIZED SYSTEM USERS AND AGENCIES

1. Customer's direct employees and consultants who are authorized by Customer to access and use the Software.
2. Customer's affiliates that have agreed to a contract addendum with Genasys, making them subject to the terms of the Agreement.
3. For the Zonehaven Service: if Customer is a county governmental agency and wishes to share access to Zonehaven with other agencies within its county, the agencies listed below are approved by Genasys as Users, provided that such agencies must first agree to a contract addendum with Genasys making them subject to the terms of the Agreement:

Agency Name:

Email Domain:

Pittsburg, County of, OK

pittsburgcountyem.org

EXHIBIT B - QUOTE

PRICING

GEM-PS-CL-SYS	Email notification SMS notification Phone notification IPAWS connector Social Media connector RSS feed connector Premium 24x7x365 support Genasys supplied data
GEM-WE-CL-SYS	Automated Weather
GEM-SMSOPT-SYS	GEM Short Code & Key Word Op-In/Out
GEM-PS-10K	Notification by phone, email, and SMS to residents based on a population of 44,000

SKU	Description	Annual Price	Years	Final Price
GEM-PS-CL-SYS	GEM Foundation	\$6,450	5	\$32,250
GEM-WE-CL-SYS	Automated Weather	NC	5	
GEM-SMSOPT-SYS	GEM Short Code & Key Word Op-In/Out	NC	5	
GEM-PS-10K	Public Notification	NC	5	
Total		\$6,450	5	\$32,250

Payment Schedule	
Year 1	\$6,450
Year 2	\$6,450
Year 3	\$6,450
Year 4	\$6,450
Year 5	\$6,450

THE QUOTE IS VALID FOR 45 DAYS FROM THE DAY OF THE QUOTE



No Fee

**"AMENDED"
RESOLUTION
23-270**

I-2023-005232 Book 2655 Pg 532
06/16/2023 9:54am Pg 0532-0532
Fee: \$18.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK MS

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, June 12, 2023.

WHEREAS, on Monday, April 3, 2023, the Board of County Commissioners, Pittsburg County, held a public hearing to open the following section line:

To extend Wildhorse Road, approximately ¼ mile east of Highway 113 for another ½ mile, located between Sections 6 and 7, Township 7 North, Range 15 East

WHEREAS, the description should read to open the following section line:

At Wildhorse Road, beginning approximately ¼ mile East of Highway 113 and extending the open section line, located between Sections 6 and 7, Township 7 North, Range 15 East, ½ mile East from the intersection with Wildhorse Road

WHEREAS, state statutes were followed regarding the publication and mailing of public hearing notice and public meeting was held in compliance to Oklahoma Statutes, Title 69 § 646.

WHEREAS, the property owner requesting the section line be opened has no other ingress or egress to their property and Pittsburg County feels that the only recourse the Board has is to open the section line.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby open the above-mentioned section line, effective immediately.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN

VICE-CHAIRMAN

MEMBER

COUNTY CLERK



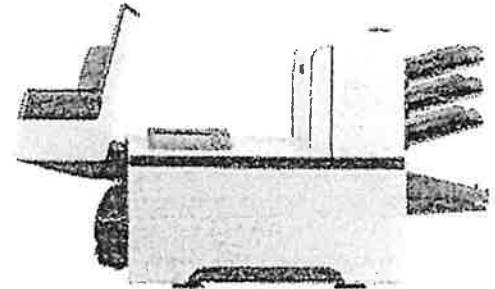


2023 Professional Packages

Complete On-Site Support: 1 or 2-day Full Expert Support

Support includes:

- Software Updates for Presorting
- Uploading Files into Impress
- Assist with Reports
- Assist with Print Jobs
- Start inserting, and assist with process
- Confirm and sign Tax Checklist (With John)
- Mail.Dat upload to USPS Business Customer Gateway



<p><u>Option A – Preferred VIP</u></p> <div style="float: right; border: 1px solid black; padding: 2px;"> <p>Was \$6000.00 Now \$4000.00</p> <p style="margin-left: 20px;"><i>3,000.00</i></p> </div> <ul style="list-style-type: none"> • Includes 2nd Halves, 1st Halves, Delinquents • Service Rep is on-site for 2 days (1st Halves) 1 Day (2nd Halves) • Additional remote support provided as needed to ensure timely processing • File Review & Checklist with County 	<p><u>Option B – Platinum</u></p> <div style="float: right; border: 1px solid black; padding: 2px;"> <p>Was \$4000.00 Now \$3000.00</p> </div> <ul style="list-style-type: none"> • Service Rep is on-site for 2 days (1st Halves) • Additional remote support provided as needed to ensure timely processing • File Review & Checklist with County
<p><u>Option C – Gold</u></p> <div style="float: right; border: 1px solid black; padding: 2px;"> <p>Was \$3000.00 Now \$2000.00</p> </div> <p>Same as above except:</p> <ul style="list-style-type: none"> • Service Rep is on-site for 1 day (1st Halves) • Service is remote for 1day (1st Halves) • File Review & Checklist with County 	<p><u>Option D – Silver</u></p> <div style="float: right; border: 1px solid black; padding: 2px;"> <p>Was \$2000.00 Now \$1000.00</p> </div> <ul style="list-style-type: none"> • Remote only for 1 day (1st Halves) • Drop and prepare mailing • File Review & Checklist with County

Select Option & return by fax-email-phone

- PREFERRED** ³⁰⁰⁰~~54000~~
 GOLD \$2000
 PLATINUM \$3000
 SILVER \$1000

John O'Neal
 Fax (918)893-4097
 Phone (918) 664-2588
 John@omecorp.com

Company Name Pittsburg County
 Authorized By Jerry [Signature]
 Date 3/7/2023
 P.O. _____

All Packages should be approved by 4-28-2023

OMECORP, LLC

P O BOX 471587 TULSA, OK 74147-1587
P: 918-664-2588 F: 918-893.4097

INVOICE

Invoice Number: 276259
Invoice Date: 3/8/2023
Account Number: 0002142
Balance Due: \$3,000.00

Bill To: PITTSBURG COUNTY TREASURER
115 E CARL ALBERT PKWY #102
MCALESTER, OK 74501

Ship To: PITTSBURG COUNTY TREASURER
115 E CARL ALBERT PKWY, #102
MCALESTER, OK 74501

Sales Order No	P. O. Number	Ship Method	Payment Terms	Payment Due
		G	NET 10	4/1/2023

Remarks	Sales Person
	ONEAL, JOHN

Item No	Description	Serial No	Order	Ship	BkO	UM	Price	Disc	Amount
4035SA	TAX STATEMENT PROCESSING PACKAGE - PREFERRED		1.0	1.0	0.0	HOURL	\$3,000.00		\$3,000.00

5125 SOUTH GARNETT ROAD, SUITE F, TULSA OK 74146

Subtotal	\$3,000.00
Discount	\$0.00
Freight	\$0.00
Sales Tax	\$0.00
Invoice Total	\$3,000.00
Balance Due	\$3,000.00

P O BOX 471587 TULSA, OK 74147-1587 918-664-2588



Johnson Controls, Inc.
Controls Group
2601 North Hemlock Court
Broken Arrow, OK 74012
Tel. 918-258-5618
Fax: 918-258-2425

Proposal

June 8th, 2023

Project: Pittsburg County Courthouse Controls

Johnson Controls proposes to provide a Johnson Controls Metasys Facility Management System as described below. Our facility management system is based on replacing existing ProLon control system.

One Hundred Eight Thousand, Four Hundred Fifty-Four Dollars \$108,454.00

Scope of Work:

Johnson Controls Metasys Front End:

- Provide and install Metasys network automation engine.
- Connect and program new field controllers into new network automation engine.
- Provide and install new Application Data Server.
- Provide Metasys software for new server.
- Program Metasys server to add data and graphics for existing equipment on site.

Heating Water System:

- Mount and install Metasys controller for heating water system.
- Monitor existing control points to achieve desired heating water system sequence of operation.
- Connect and program the heating water system controller into the new Metasys facility management system.

Roof Top Units (Quantity: 7)

- Provide new field controller in rooftop unit to replace existing controller.
- Connect RTU to existing communication trunk and map on Johnson Controls Metasys front end.
- Reuse existing control devices in RTU and copy points currently being controlled on RTU.

VAV Boxes (Quantity: 54)

- Provide and install new VAV box controller at each unit.
- Wire existing sensors and valve back to new VAV box controller.
- Provide and install new room temperature sensor in place of existing. Utilize existing t-stat cabling.

Fan Coil Units (Quantity: 2)

- Mount and install new network thermostat for each fan coil unit.
- Connect and program the network thermostat into the Metasys facility management system.

EF-1 thru 7 (Quantity: 7):

- Reuse existing relay for controlled exhaust fans. Connect to new field controllers provided and installed by Johnson Controls.

General Notes:

- Reuse all existing wiring, control, sensors, and relays.
- After further investigation on the original Johnson Controls system installed in 2008 we believe that the existing communication is original Johnson Controls cabling and should still be intact. It can be reused. Any new communication trunk wiring is excluded from this proposal.
- One year warranty on parts and one year on installation labor.
- 8 hours of on-site training will be provided for the owner
- Johnson Controls will coordinate with building owner to schedule access to VAV boxes and equipment in occupied areas.
- Current pricing is for work to be done during normal business hours.

If additional information is required or questions arise, please don't hesitate to call.


This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work: subject, however, to credit approval by Johnson Controls, Inc. Milwaukee, Wisconsin.


This proposal is valid until

September 30th, 2023

Pittsburg County
Purchaser - Company Name

JOHNSON CONTROLS, INC.


Signature
Name: Charlie Rogers
Title: Chairman, Boce
Date: 6/12/2023
PO #: _____


Signature
Name: Taylor Hawley
Title: Construction Account Executive

Standard Terms and Conditions – U.S.A.

References to "products", "equipment" or "services" herein shall mean those to be furnished by Seller as identified on the applicable Seller Quotation

(1) **AGREEMENT AND LIMITATIONS.** Buyer accepts these Standard Terms and Conditions by signing and returning Seller's Quotation, by sending a purchase order in response to the Quotation, or Buyer's instructions to Seller to begin work, including shipment of product or performance of services. Upon Buyer's acceptance, Seller's Quotation and the related terms and conditions referred to in the Quotation shall constitute the entire agreement relating to the products, equipment and services covered by the Quotation (the "Agreement"). No terms, conditions or warranties other than those identified in the Quotation and no agreement or understanding, oral or written, in any way purporting to modify such terms and conditions whether contained in Buyer's purchase order or shipping release forms, or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by Seller's authorized representative. Buyer is hereby notified of Seller's express rejection of any terms inconsistent with these Standard Terms and Conditions or to any other terms proposed by Buyer in accepting Seller's Quotation. Neither Seller's subsequent lack of objection to any such terms, nor the delivery of the products or services, shall constitute an agreement by Seller to any such terms.

(2) **TERMINATION OR MODIFICATION.** If either party materially breaches this agreement, the other party may notify the breaching party in writing, setting out the breach, and the breaching party will have 60 days following such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may by written notice terminate the Agreement. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer. Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) **PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders are firm for a period of 90 days from date of acceptance. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be made by means of a confirmed irrevocable letter of credit.

(4) **TAXES.** All prices exclude state and local use, sales or similar taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

(5) **DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. **FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART.** If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(6) **LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under the Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. If Seller installs or furnishes product or equipment under the Agreement, and such product or equipment, or any part thereof, is covered by a manufacturer's warranty, Seller will transfer the benefits of that manufacturer's warranty to Buyer. This limited warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity; (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.**

(7) **INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. In no event shall Seller be liable for special, indirect, incidental, or consequential damages, including loss of anticipated profit, or other economic loss, or for any damages arising in tort, whether by reason of strict liability, negligence, or otherwise, regardless of whether Seller has been apprised of the possibility of such.

(8) **PATENTS.** Seller shall indemnify, defend, or at its option settle, and hold Buyer and its directors, officers, employees, agents, subsidiaries, affiliates, subcontractors and assignees, harmless from and against any

and all claims, suits, actions or proceeds ("Claims") against such parties based upon the infringement or alleged infringement, or violation or alleged violation, of (a) any United States patent and (b) any copyright, trademark, trade secret or other proprietary right of a third party which is enforceable in the United States, as a result of Buyer's use of the product or equipment within the United States, provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance with Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incidental to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(9) **GOVERNING LAW.** The formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. Any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(10) **DISPUTE RESOLUTION.** Seller 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. The venue for any such arbitration shall be in Milwaukee, Wisconsin. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation.

(11) **SOFTWARE LICENSE.** To the extent software is provided by Seller under the Agreement, Buyer agrees that such software may only be used in accordance with the terms and conditions of the software license agreement that accompanies the software. Buyer agrees not to directly or indirectly decompile, disassemble, reverse engineer or otherwise derive the source code for the software. If Buyer is a U.S. Government agency, Buyer acknowledges that the software licensed under the Agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights relating to the software are limited to those rights applicable to Buyer's as set forth herein and its binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

(12) **MISCELLANEOUS**

(a) **CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in local code requirements which become effective after Seller has accepted Buyer's order.

(b) **CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest.

(c) **INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) **INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required.

(e) **COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of the United States. Buyer shall comply fully with such laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.