



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 14 2024
TIME 8:31 AM
HOPE TRAMMELL COUNTY CLERK
PITTSBURG COUNTY
BY _____ DEPUTY

DATE: June 17, 2024

TIME: 9:00 A.M.

PLACE: COUNTY COMMISSIONERS CONFERENCE ROOM
PITTSBURG COUNTY COURTHOUSE
115 EAST CARL ALBERT PARKWAY, ROOM 100B
MCALESTER, 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: | ROSS SELMAN | CHAIRMAN | |
| | CHARLIE ROGERS | VICE-CHAIRMAN | |
| | SANDRA CRENSHAW | MEMBER | |

3. APPROVAL OF AGENDA

4. APPROVE/DISAPPROVE MEETING MINUTES

- A. Regular Meeting from June 10, 2024

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS

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

6. OFFICIALS – DEPARTMENT REPORTS

A. COUNTY CLERK

- Tort Claim – Sheriff
- Letter appointing Undersheriff – Sheriff
- Letter removing requisitioning officer - Sheriff

7. FISCAL TRANSACTIONS

A. Claims and Purchase Orders

B. Transfers

C. Monthly Reports

D. Blanket Purchase Orders

8. UNFINISHED BUSINESS

- A. Discussion, Consideration and Possible Action regarding below grade leaks at Extension Center
- B. Discussion, Consideration and Possible Action to hire Expo Center Employee

9. AGENDA ITEMS

- A. Resolution 24-306 to Deposit Funds into Various Accounts
- B. Resolution 24-307 to Authorize the OBA Donations Account and Accept Donations from the Oklahoma Bar Foundation
- C. Resolution 24-308 to Renew Lease Agreement between Pittsburgh County and the Oklahoma Department of Transportation for Road Machinery and Equipment Revolving Fund for Fiscal Year 2024-2025; Approve Insurance Verification for Fiscal Year 2024-2025
- D. Resolution 24-309 to Cancel Purchase Orders – Emergency Management
- E. Resolution 24-310 to Cancel Purchase Orders – Sheriff
- F. Resolution 24-311 to Cancel Purchase Orders – Health Department
- G. Resolution 24-312 to Appoint New Board Member to the Pittsburgh County Expo Authority Trust Board
- H. Discussion, Consideration and Possible Action to Approve Contract between Eastern Oklahoma Youth Services, Inc. and Pittsburgh County for Juvenile Detention Services and the Pittsburgh County Regional Juvenile Detention Center for Fiscal Year 2024-2025
- I. Discussion, Consideration and Possible Action to Approve Contract between Eastern Oklahoma Youth Services, Inc. and Pittsburgh County for the operation of the Pittsburgh County Regional Juvenile Detention Center for Fiscal Year 2024-2025
- J. Discussion, Consideration and Possible Action to Approve Renewal Documents between the Association of the County Commissioners of Oklahoma Self-Insured Fund (ACCO-SIF) and Pittsburgh County for Workman's Compensation Insurance for Fiscal Year 2024-2025
- K. Discussion, Consideration and Possible Action to Approve Requisitioning and Receiving Officers for Fiscal Year 2024-2025 – Health Department
- L. Discussion, Consideration and Possible Action to Approve Annual Renewal Agreement between the Pittsburgh County Health Department and VIP Voice Services for Phone System, Network and Infrastructure Provisions for Fiscal Year 2024-2025
- M. Discussion, Consideration and Possible Action to Approve Annual Renewal Agreement between the Pittsburgh County Health Department and Pitney Bowes for (1) Sendpro C Auto Mailing System for Fiscal Year 2024-2025
- N. Discussion, Consideration and Possible Action to Approve Annual Renewal Agreement between the Pittsburgh County Health Department and Standley Systems for Copier Lease and Maintenance Fees for Fiscal Year 2024-2025
- O. Discussion, Consideration and Possible Action to Approve Annual Renewal Agreement between the Pittsburgh County Health Department and Shred-It for shredding services for Fiscal Year 2024-2025
- P. Discussion, Consideration and Possible Action to Approve Nebulized Spurum Collection Contract between the Pittsburgh County Health Department and McAlester Regional Health Center for Fiscal Year 2024-2025

- Q. Discussion, Consideration and Possible Action to Approve Memorandum of Agreement between the Pittsburgh County Health Department and Warren Clinic/Saint Francis Hospital for X-Ray Services for Fiscal Year 2024-2025
- R. Discussion, Consideration and Possible action to Approve Contract Labor Agreement between the Pittsburgh County Health Department and CR Mowing the lawn maintenance services for Fiscal Year 2024-2025
- S. Discussion, Consideration and Possible Action to Approve Client Survey System Agreement between the Pittsburgh County Health Department and HappyOrNot for Fiscal Year 2024-2025
- T. Discussion, Consideration and Possible Action to Authorize Individuals to open, maintain and invest the accounts of the County Treasurer
- U. Discussion, Consideration and Possible Action to Approve Professional Legal Services Contract between Pittsburgh County and Tisdal & O'Hara, PLLC for professional legal services for Fiscal Year 2024-2025 – Assessor
- V. Discussion, Consideration and Possible Action to Approve Payment to Collins, Zorn and Wagner for professional legal services for the City of McAlester v. Pittsburgh County litigation, Case No. CV-2024-1
- W. Discussion, Consideration and Possible Action to Approve Vendor to make repairs to the OSU Extension Center after flooding June 3, 2024
- X. Discussion and Take Action Regarding Public Hearing to Close a Platted Road along the South Line of Section 34, Township 7 North, Range 16 East and Section 3, Township 6 North, Range 16 East – District 1

10. ROAD CROSSING PERMITS

None.

11. NEW BUSINESS

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

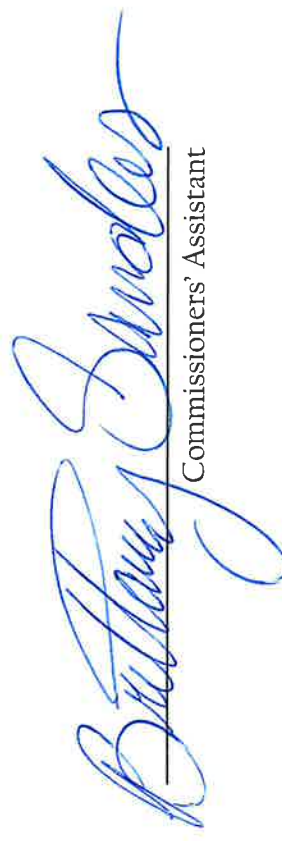
12. 10:00 A.M. – PUBLIC HEARINGS

None.

13. 10:00 A.M. – BID OPENINGS

- A. Bid No. 24 Six Month Bids

14. RECESS/ADJOURNMENT



Commissioners' Assistant

**PITTSBURG COUNTY COMMISSIONER
JUNE 17, 2024
MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on June 17, 2024 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 8:31 A.M., June 14, 2024.

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

2. ROLL CALL:	Ross Selman	Present
	Charlie Rogers	Present
	Sandra Crenshaw	Absent

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

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MEETING MINUTES:

A. REGULAR MEETING FROM JUNE 10, 2024: The minutes from the previous meeting, June 10, 2024 regular meeting were read. Rogers made a motion to approve the minutes; seconded by Selman.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

6. OFFICIALS – DEPARTMENT REPORTS:

A. COUNTY CLERK:

i. TORT CLAIM - SHERIFF: Hope Trammell read the tort claim from Foundation Law for Dylan Estrada.

ii. LETTER APPOINTING UNDERSHERIFF- SHERIFF: Selman read the letter from Interim Sheriff Frankie McClendon appointing Loyd London Jr. as Undersheriff.

iii. LETTER REMOVING REQUISITIONING OFFICER – SHERIFF: Selman read the changes to the requisitioning officers.

7. FISCAL TRANSACTIONS:

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

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

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

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

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

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
Sheriff	11232	\$2,000.00	Okla Tax Commission
District 2	11233	\$ 200.00	Unifirst 1 st Aid
Sheriff	11234	\$3,200.00	SGC Food
Jail	11235	\$ 500.00	Compliance Resource
Jail	11236	\$ 30.00	James Supply
Sheriff	11237	\$ 200.00	Bancfirst
Sheriff	11238	\$2,000.00	Performance Food
Jail	11239	\$ 100.00	Ecolab
District 3	11240	\$1,500.00	Kiamichi Automotive
Jail	11241	\$ 300.00	Cintas 1 st Aid
District 2	11242	\$1,000.00	Unifirst
District 3	11243	\$1,500.00	Kiamichi Automotive
Jail	11244	\$2,000.00	Jamesco
District 2	11245	\$2,000.00	Parrott Trucking
Sheriff	11246	\$3,500.00	Ben E Keith
Jail	11247	\$2,000.00	DR. Christopher Beene
Jail	11248	\$ 800.00	Holman's Fast Lube
District 2	11249	\$ 300.00	H2O Depot

DEPT	PO	AMOUNT	VENDOR
District 2	11250	\$1,500.00	Kiamichi Automotive
District 1	11251	\$ 400.00	Airgas
Jail	11252	\$ 600.00	Ben E Keith

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

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS:

A. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION REGARDING BELOW GRADE LEAKS AT EXTENSION CENTER: Rogers made a motion to table the item from the agenda; seconded by Selman.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

B. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO HIRE EXPO CENTER EMPLOYEE: Rogers made a motion to table the item from the agenda; seconded by Selman.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

9. AGENDA ITEMS:

A. RESOLUTION 24-306 TO DEPOSIT FUNDS ONTO VARIOUS ACCOUNTS: Selman read the resolution. Rogers made a motion to approve the resolution; seconded by Selman.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

B. RESOLUTION 24-307 TO AUTHORIZE THE OBA DONATIONS ACCOUNT AND ACCEPT DONATIONS FROM THE OKLAHOMA BAR FOUNDATION: Misty Jones explained how the donations are to be used. Rogers made a motion to accept the donations; seconded by Selman.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

C. RESOLUTION 24-308 TO RENE LEASE AGREEMENT BETWEEN PITTSBURG COUNTY AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR ROAD MACHINERY AND EQUIPMENT REVOLVING FUND FOR FISCAL YEAR 2024-2025; APPROVE INSURANCE VERIFICATION FOR FISCAL YEAR 2024-2025: Rogers made a motion to approve the resolution; seconded by Selman.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

D. RESOLUTION 24-309 TO CANCEL PURCHASE ORDERS – EMERGENCY MANAGEMENT: Selman read the resolution stating purchase orders 54, 67, 1040, 1046, 1116, 1872, 4401, 6068, 6624, 6625, 8778, 9666, 9669, 9672 and 10811. Selman made a motion to cancel the purchase orders; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

E. RESOLUTION 24-310 TO CANCEL PURCHASE ORDERS – SHERIFF: Selman read the resolution stating purchase orders 844, 1305, 4781, 5454 and 5781. Selman made a motion to cancel the purchase orders; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

F. RESOLUTION 24-311 TO CANCEL PURCHASE ORDERS – HEALTH DEPARTMENT: Selman read the resolution stating purchase orders 6519, 6659, 7929 and 9872. Rogers made a motion to cancel the purchase orders; seconded by Selman.

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AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

G. RESOLUTION 24-312 TO APPOINT NEW BOARD MEMBER TO THE PITTSBURG COUNTY EXPO TRUST AUTHORITY: Selman read the resolution. Selman made a motion to approve the resolution; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

H. DISUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE CONTRACT BETWEEN EASTERN OKLAHOMA YOUTH SERVICES, INC. AND PITTSBURG COUNTY FOR JUVENILE DETENTION SERVICES AT THE PITTSBURG COUNTY REGIONAL JUVENILE DETENTIN CENTER FOR FISCAL YEAR 2024-2025: Selman stated that the contract is in the amount of \$38.97 a day per child. Selman made a motion to approve the contract; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

I. DISUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE CONTRACT BETWEEN EASTERN OKLAHOMA YOUTH SERVICES, INC. AND PITTSBURG COUNTY FOR THE OPERATION OF THE PITTSBURG COUNTY REGIONAL JUVENILE DETENTION CENTER FOR FISCAL YEAR 2024-2025: Selman made a motion to approve the contract; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

J. DISUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE RENEWAL DOCUMENTS BETWEEN THE ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SELF-INSURED FUND (ACCO- SIF) AND PITTSBURG COUNTY FOR WORKMAN’S COMPENSATION INSURANCE FOR FISCAL YEAR 2024-2025: Selman read the options. Selman made a motion to approve the renewal documents with option 2; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

K. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE REQUISITIONING AND RECEIVING OFFICERS FOR FISCAL YEAR 2024-2025 – HEALTH DEPARTMENT: Selman read the requisitioning and receiving officers for the Health Department. Selman made a motion to approve the requisitioning and receiving officers; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

L. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE ANNUAL RENEWAL AGREEMENT BETWEEN PITTSBURG COUNTY HEALTH DEPARTMENT AND VIP VOICE SERVICES FOR PHONE SYSTEM, NETWORK AND INFRASTRUCTUREPROVISIONS FOR FISCAL YEAR 2024-2025: Selman made a motion to approve the renewal agreement; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

M. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE ANNUAL RENEWAL AGREEMENT BETWEEN PITTSBURG COUNTY HEALTH DEPARTMENT AND PITNEY BOWES FOR (1) SENDPRO C AUTOMATED MAILING SYSTEM FOR FISCAL YEAR 2024-2025: Selman made a motion to approve the renewal agreement; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

N DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE ANNUAL RENEWAL AGREEMENT BETWEEN PITTSBURG COUNTY HEALTH DEPARTMENT AND STANDLEY SYSTEMS FOR COPIER LEASE AND MAINTENANCE FEES FOR FISCAL YEAR 2024-2025: Selman made a motion to approve the renewal agreement; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

O. DISUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE ANNUAL RENEWAL AGREEMENT BETWEEN PITTSBURG COUNTY HEALTH DEPARTMENT AND SHRED-IT FOR SHREDDING SERVICES FOR FISCAL YEAR 2024-2025: Selman made a motion to approve the renewal agreement; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

P. DISUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE NEBULIZED SPUTUM COLLECTION CONTRACT BETWEEN THE PITTSBURG COUNTY HEALTH DEPARTMENT AND MCALISTER REGIONAL HEALTH CENTER FOR FISCAL YEAR 2024-2025: Selman made a motion to approve the contract; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

Q. DISUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE MEMORANDUM OF AGREEMENT BETWEEN PITTSBURG COUNTY HEALTH DEPARTMENT AND WARREN CLINIC/SAINT FRANCIS HOSPITAL FOR X-RAY SERVICES FOR FISCAL YEAR 2024-2025: Selman made a motion to approve the agreement; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

R. DISUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE CONTRACT LABOR AGREEMENT BETWEEN THE PITTSBURG COUNTY HEALTH DEPARTMENT AND CR MOWING THE LAWN MAINTENANCE SERVICES FOR FISCAL YEAR 2024-2025: Selman made a motion to approve the agreement; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

S. DISUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE CLIENT SURVEY SYSTEM AGREEMENT BETWEEN THE PITTSBURG COUNTY HEALTH DEPARTMENT AND HAPPY OR NOT FOR FISCAL YEAR 2024-2025: Selman made a motion to approve the agreement; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

T. DISUSSION, CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE INDIVIDUALS TO OPEN, MAINTAIN AND INVEST THE ACCOUNTS FOR THE COUNTY TREASURER: Hope Trammell explained the opening and investing of funds notice stating that Jennifer Hacker, County Treasurer and Tammy Roberts have the authority. Rogers made a motion to approve; seconded by Selman.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

U. DISUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE PROFESSIONAL SERVICES CONTRACT BETWEEN PITTSBURG COUNTY AND TISDAL & O'HARA, PLLC FOR PROFESSIONAL LEGAL SERVICES FOR FISCAL YEAR 2024-2025 - ASSESSOR: Selman made a motion to approve the contract; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

V. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE PAYMENT TO COLLINS, ZORN AND WAGNER FOR PROFESSIONAL LEGAL SERVICES FOR THE CITY OF MCALESTER V. PITTSBURG COUNTY LITIGATION, CASE NO. CV-2024-1: Selman stated that the invoice is in the amount of \$1,814.92. Selman made a motion to approve the payment; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

W. DISUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE VENDOR TO MAKE REPAIRS TO THE OSU EXTENSION CENTTTER AFTER FLOODING JUNE 3, 2024: Rogers stated that they have received a quote from Bailey Little in the amount of \$6,815.00. Trammell stated that they need quotes from additional contractors or to know what other vendors were contacted and have not responded. Selman made a motion to table the item from the agenda; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

X. DISUSSION AND TAKE ACTION REGARDING PUBLIC HEARING TO CLOSE A PLATTED ROAD ALONG THE SOUTH LINE OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 16 EAST AND SECTION 3, TOWNSHIP 6 NORTH, RANGE 16 EAST – DISTRICT 1: Rogers stated that the corp would like the road left open but it could be shut down past the Mosley’s entry but Rogers does not know the exact footage and will have to go up there to measure. Rogers made a motion to table the item from the agenda; seconded by Selman.

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

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: Trammell stated that the company that hvac units for the courthouse were purchase from need an account application signed by the board as they mistakenly billed Johnson Controls instead of the county and this is needed to straighten out the issue for proper billing. Rogers made a motion to approve the account application; seconded by Selman.

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AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

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

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

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed. Meeting Recessed.

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

2. ROLL CALL:	Ross Selman	Present
	Charlie Rogers	Present
	Sandra Crenshaw	Absent

13. 10:00 A.M. – BID OPENINGS:

A. BID NO. 24 SIX MONTH BIDS: The following bids were received.

CRUSHED STONE

Stigler Stone
Blessing Gravel
Dolese Bros

MANUFACTURED SAND

Dolese Bros
Muskogee Sand
Kemp Stone

ASPHALT SAND

Muskogee Sand

HAULING

K&B Trucking
Circle H Transport
Parrott Trucking
5S Dirtwork
CMC Express

ROAD OILS

Wright Asphalt
Coastal Energy
Asphalt & Fuel Supply
Vance Bros

GRADER BLADES

Yellowhouse Machinery (Did not use bid form)
Dub Ross Co.
Wear Parts
Pull Scraper Parts Warehouse (Did not bid included last 6 month tally sheet)

PLASTIC PIPE

DP Supply
Core & Main
Alford Metal
Fensco
KC Farm Equipment
The Railroad Yard

NEW & USED STEEL

The Railroad Yard
Alford Metal (No bid)
Sunbelt Equipment

USED STEEL PIPE

The Railroad Yard
Sunbelt Equipment
Alford Metal

TIRES

OK Tire
Jet Tire
Southern Tire Mart
Direct Discount Tire

TIRE SERVICE

Jet Tire
OK Tire
T&W Tire

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

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed.

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

AYE: Ross Selman
Charlie Rogers

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2023-2024
Date Range: 06/17/2024 to 06/17/2024

PO	Warrant No.	Vendor Name	Purpose	Amount
Animal Shelter				
1316-1-8020-2005				
009945	000700	H2O DEPOT	WATER & COOLER RENT	\$ 45.20
010704	000701	ZOETIS US LLC	VACCINES	\$ 2,228.00
010964	000702	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES	\$ 101.68
010968	000703	ATWOODS	VET SUPPLIES	\$ 73.92
011129	000704	CENTER, EWELL	VET SERVICES	\$ 700.00
011106	000705	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 1,293.79
011153	000706	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 135.00
011154	000707	MWI VET SUPPLY	VET SUPPLIES	\$ 1,640.90
010641	000708	BANK OF AMERICA	EUTHANASIA LICENSE R	\$ 42.75
010643	000709	BANK OF AMERICA	EUTHANASIA LICENSE R	\$ 42.75
010654	000710	BANK OF AMERICA	EUTHANASIA LICENSE R	\$ 42.75
010702	000711	BANK OF AMERICA	EUTHANASIA LICENSE R	\$ 42.75
Total:				\$ 6,389.49
ARPA 2021				
1566-1-2000-4110				
000127	000050	PRATERS INCORPORATED	BASKETBALL COURT	\$ 51,660.50
Total:				\$ 51,660.50
Donations				
1235-1-1900-4110				
011119	000015	OKLAHOMA BAR ASSOCIATION	RETURN FUNDS	\$ 26.51
Total:				\$ 26.51
Drug Court				
7206-1-1900-2005				
010523	000135	BANK OF AMERICA	INCENTIVES	\$ 868.50
Total:				\$ 868.50
Econ Dev Trust				

PO	Warrant No.	Vendor Name	Purpose	Amount
Econ Dev Trust				
7603-4-0500-2005				
004665	000387	LOWES	MAINTENANCE SUPPLIE	\$ 329.81
009892	000388	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 1,980.32
009928	000389	JOHNNYS A STREET MARKET	INMATE LUNCHES	\$ 116.81
009937	000390	JOHNNYS A STREET MARKET	CONCESSION SUPPLIES	\$ 79.04
009947	000391	UNIFIRST CORP.	FLOOR MATS AND ETC	\$ 45.53
010190	000392	LOWES	PARTS & SHOP SUPPLIE	\$ 222.82
010298	000393	THE GARLAND CO INC.	REPAIRS	\$ 620.58
011017	000394	ADAMS TRUE VALUE	WEED EATER ETC.	\$ 623.00
011036	000395	MARLEY CARPET CLEANING	CARPET CLEANING	\$ 3,200.00
011038	000396	HERRINGSHAW WASTE MANAGEMEN	MONTHLY SERVICE	\$ 130.00
011041	000397	WAV 11	INTERNET REPAIR	\$ 150.00
011052	000398	PEPSI-COLA BOTTLING CO.	CONCESSION SUPPLIES	\$ 540.45
011054	000399	BEN E. KEITH OKLAHOMA	CONCESSION SUPPLIES	\$ 501.81
011059	000400	HOLMANS FAST LUBE	OIL CHANGE	\$ 105.74
011065	000401	ODELL, EMILY	CONTRACT LABOR	\$ 70.00
011066	000402	FREE, ASHLEY	CONTRACT LABOR	\$ 80.00
011067	000403	HATCHER, SONDR	CONTRACT LABOR	\$ 200.00
011069	000404	OKLAHOMA TAX COMMISSION	SALES TAX	\$ 634.00
011120	000405	STONE ELECTRIC	BULB REPLACEMENT	\$ 379.00
011121	000406	ALDERSON REGIONAL LANDFILL	LANDFILL CHARGES	\$ 54.60
011179	000407	UNIFIRST CORP.	FLOOR MATS AND ETC	\$ 44.86
Total:				\$ 10,108.37

Emergency Mgmt

1212-2-2700-2005				
010659	000294	MID-AMERICAN RESEARCH CHEMICA	INSECT REPELLANT	\$ 173.21
010723	000295	MID-AMERICAN RESEARCH CHEMICA	WEED KILLER	\$ 683.69
010801	000296	CINTAS FIRST AID AND SAFETY #418	FIRST AID SUPPLIES	\$ 174.70
010967	000297	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 181.35
011163	000298	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 225.00
011164	000299	TESSCO	ANTENNA & SUPPLIES	\$ 866.18
011165	000300	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 1,143.05
011166	000301	VYVE BROADBAND	MONTHLY SERVICE	\$ 179.61
Total:				\$ 3,626.79

Equitable Sharing - DOJ

1243-1-0200-2005				
009697	000012	COMDATA	FUEL	\$ 914.92
Total:				\$ 914.92

PO	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-1-0100-2005				
009527	004228	STAPLES	OFFICE SUPPLIES	\$ 68.65
009528	004229	AMAZON CAPITAL SERVICES INC.	OFFICE SUPPLIES	\$ 36.65
009698	004230	COMDATA	FUEL	\$ 266.07
010538	004231	STAPLES	OFFICE SUPPLIES	\$ 166.26
			Total:	\$ 537.63
0001-1-0800-2005				
010653	004232	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 226.97
011107	004233	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 39.00
			Total:	\$ 265.97
0001-1-1000-2005				
011213	004234	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 150.15
			Total:	\$ 150.15
0001-1-1400-2005				
009880	004257	BANK OF AMERICA	PLANNERS	\$ 212.00
			Total:	\$ 212.00
0001-1-1600-1310				
011026	004235	STEWART, TRACEY D.	TRAVEL	\$ 418.36
			Total:	\$ 418.36
0001-1-1600-2005				
006803	004236	HAMPTON INN & SUITES	LODGING	\$ 321.00
010242	004237	SECRETARY OF STATE	NOTARY RENEWAL	\$ 20.00
010265	004238	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 232.22
			Total:	\$ 573.22
0001-1-1700-2005				
009699	004239	COMDATA	FUEL	\$ 576.98
			Total:	\$ 576.98
0001-1-1700-2020				
011055	004240	LEGACY ENERGY CONSULTING LLC	VISUAL INSPECTION	\$ 240.00
			Total:	\$ 240.00
0001-1-2000-2011				
010914	004241	OSUCHS PP	INMATE MEDICAL	\$ 198.90

PO	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-1-2000-2011				
010915	004242	MCALESTER REGIONAL HEALTH CEN	INMATE MEDICAL	\$ 887.57
011043	004243	MCALESTER REGIONAL HEALTH CEN	INMATE MEDICAL	\$ 1,837.50
			Total:	\$ 2,923.97
0001-1-2200-2005				
010257	004244	CUSTOM SCREEN PRINTERS	UNIFORM SHIRTS	\$ 150.00
011226	004245	JOHNNYS A STREET MARKET	PEST SPRAY	\$ 13.70
011227	004246	MILLER OFFICE EQUIPMENT	COPY OVERAGE	\$ 354.05
			Total:	\$ 517.75
0001-1-3300-2005				
011056	004247	LINGO COMMUNICATIONS	MONTHLY SERVICE	\$ 138.11
011130	004248	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 639.85
011197	004249	UNIFIRST CORP.	JANITORIAL SUPPLIES	\$ 30.98
011205	004250	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 662.40
			Total:	\$ 1,471.34
0001-2-0400-2005				
011047	004251	ALL PAWN & SURPLUS	BINOCULARS ETC.	\$ 4,250.00
			Total:	\$ 4,250.00
0001-2-0400-2012				
010806	004252	SGC FOODSERVICE	INMATE GROCERIES	\$ 2,618.28
011012	004253	WALMART COMMUNITY CARD	INMATE GROCERIES	\$ 54.24
			Total:	\$ 2,672.52
0001-2-1800-2005				
011114	004254	CRAIG COUNTY DETENTION CENTER	JUVENILE DETENTION	\$ 75.00
			Total:	\$ 75.00
0001-4-0500-2005				
009930	004255	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 1,069.21
			Total:	\$ 1,069.21
0001-5-0900-2005				
011131	004256	OSU COOPERATIVE EXTENSIVE SER.	POSTAGE METER LEASE	\$ 600.00
009810	004258	BANK OF AMERICA	CHAIR	\$ 1,353.75
			Total:	\$ 1,953.75

PO	Warrant No.	Vendor Name	Purpose	Amount
Health				
1216-3-5000-1110				
011150	000415	OKLA. STATE DEPT. OF HEALTH	PERSONAL SERVICES	\$ 29,144.51
			Total:	\$ 29,144.51
1216-3-5000-1310				
010862	000416	JOSLIN, TAMMY	TRAVEL	\$ 87.23
			Total:	\$ 87.23
1216-3-5000-2005				
010305	000417	BROKEN ARROW ELECTRIC SUPPLY I	BULBS ETC.	\$ 303.61
010335	000418	PACE HEAT & AIR	HVAC REPAIR	\$ 667.79
010386	000419	PACE HEAT & AIR	HEAT & AIR REPAIR	\$ 1,130.94
010419	000420	AMAZON CAPITAL SERVICES INC.	PROGRAM SUPPLIES	\$ 5,125.29
010497	000421	C R MOWING	LAWN CARE	\$ 250.00
010718	000422	AMAZON CAPITAL SERVICES INC.	PROGRAM SUPPLIES	\$ 499.20
010864	000423	AMAZON CAPITAL SERVICES INC.	CART	\$ 689.51
011027	000424	CITY OF MCALESTER	MONTHLY SERVICE	\$ 618.29
011028	000425	STERICYCLE INC	MONTHLY SERVICE	\$ 242.94
011060	000426	ARROWPOINT INTERACTIVE	TECH SERVICES	\$ 175.00
011061	000427	PITNEY BOWES GLOBAL FINANCIAL S	POSTAGE METER LEASE	\$ 547.20
011062	000428	PITNEY BOWES RESERVE ACCT	POSTAGE	\$ 2,500.00
			Total:	\$ 12,749.77

Highway

1102-6-4100-2005				
010501	002808	DOLESE	1 1/2" CRUSHER RUN	\$ 5,495.48
010854	002809	DOLESE	1 1/2" CRUSHER RUN	\$ 5,416.07
011025	002810	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 404.87
011186	002811	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 126.95
			Total:	\$ 11,443.37
1102-6-4300-2005				
008633	002812	RAM INC	FUEL	\$ 2,832.76
009925	002813	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 975.58
009942	002814	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 156.00
009951	002815	COMDATA	FUEL	\$ 4,437.28
010010	002816	STEWART MARTIN EQUIPMENT	EQUIP PARTS	\$ 84.56
010611	002817	DOLESE	1 1/2" CRUSHER RUN	\$ 5,467.97
010655	002818	TINT KING LLC	TINTING	\$ 1,000.00
010663	002819	JIM S TIRE & BRAKE	TIRES & SERVICES	\$ 374.98
010664	002820	DOLESE	1 1/2" CRUSHER RUN	\$ 5,488.54

PO	Warrant No.	Vendor Name	Purpose	Amount
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Highway

1102-6-4300-2005

010795	002821	RAM INC	FUEL	\$ 5,122.10
010851	002822	PEPSI-COLA BOTTLING CO.	BOTTLED WATER	\$ 319.20
010852	002823	BRUCKNER'S TRUCK & EQUIPMENT	BRACKET ETC	\$ 415.45
010911	002824	JIM S TIRE & BRAKE	TIRES & SERVICES	\$ 414.98
010931	002825	WELDON PARTS INC.	SHOP SUPPLIES	\$ 84.79
010950	002826	W.E. ALLFORD PROPANE	FUEL TANK	\$ 1,172.00
010951	002827	W.E. ALLFORD PROPANE	FUEL TANK	\$ 1,683.62

Total: \$ 30,029.81

Hwy-ST

1313-6-8040-2005

009952	002818	LOWES	PARTS & SHOP SUPPLIE	\$ 330.73
009953	002819	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 390.70
010916	002820	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 15,869.70
010965	002821	OK TIRE	TIRES & SERVICES	\$ 788.60
011037	002822	HERRINGSHAW WASTE MANAGEMEN	MONTHLY SERVICE	\$ 90.00
011051	002823	JAMES SUPPLIES	CYLINDER RENTALS	\$ 27.90
011173	002824	ASSURED FIRE SAFETY	FIRE EXTINGUISHER INS	\$ 105.00
011175	002825	RAM INC	FUEL	\$ 13,473.20

Total: \$ 31,075.83

1313-6-8041-2005

008725	002826	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 177.00
009462	002827	BLESSING GRAVEL	SCREENED DECOMPOS	\$ 2,558.00
009927	002828	OTA PIKEPASS CUSTOMER SERVICE C	TOLL CHARGES	\$ 8.00
009941	002829	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 195.00
009958	002830	P & K EQUIPMENT	PARTS & SHOP SUPPLIE	\$ 183.06
010051	002831	CUSTOM PRODUCTS CORPORATION	SIGNS	\$ 174.47
010277	002832	KC FARM MACHINERY INC.	GREY PIPE	\$ 1,933.20
010334	002833	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 214.53
010376	002834	O REILLY AUTO PARTS	PARTS & SHOP SUPPLIE	\$ 211.37
010502	002835	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 6,271.01
010511	002836	CUSTOM PRODUCTS CORPORATION	SIGNS	\$ 1,096.20
010527	002837	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 55.90
010779	002838	T & W TIRE	TIRES & SERVICES	\$ 1,156.37
010817	002839	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 5,843.38
010869	002840	CUSTOM PRODUCTS CORPORATION	ROAD SIGNS	\$ 639.53
010936	002841	RAM INC	FUEL	\$ 1,928.50
010948	002842	GOODWIN, BRENNEN	SHOP SUPPLIES	\$ 724.60
010973	002843	RAM INC	FUEL	\$ 4,521.61
011033	002844	RAM INC	FUEL	\$ 556.40
011035	002845	P & K EQUIPMENT	FILTER ETC	\$ 450.61

PO	Warrant No.	Vendor Name	Purpose	Amount
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Hwy-ST

1313-6-8041-2005

011040	002846	KIAMICHI ELECTRIC COOPERATIVE	ELECTRICAL LINE REPAI	\$ 2,927.00
011049	002847	JAMES SUPPLIES	OXYGEN/ACETYLENE	\$ 20.77
011105	002848	AIRGAS	OXYGEN/ACETYLENE	\$ 329.79
011133	002849	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 29.77
011134	002850	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 45.27
011141	002851	P & K EQUIPMENT	RADIO ETC	\$ 2,408.30
011155	002852	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 102.00
011187	002853	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 114.80
010453	002884	BANK OF AMERICA	PHONE APP	\$ 99.99

Total: \$ 34,976.43

1313-6-8042-2005

009501	002854	DOLESE	1 1/2" CRUSHER RUN	\$ 11,031.15
009568	002855	DOLESE	1 1/2" CRUSHER RUN	\$ 11,016.53
009645	002856	DOLESE	8" SURGE	\$ 6,123.76
009732	002857	DOLESE	1 1/2" ODOT BASE TYPE	\$ 3,780.94
009755	002858	DOLESE	1 1/2" CRUSHER RUN	\$ 10,970.36
009886	002859	DOLESE	1 1/2" CRUSHER RUN	\$ 11,045.36
009935	002860	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 117.00
009949	002861	OTA PIKEPASS CUSTOMER SERVICE C	TOLL CHARGES	\$ 5.00
010050	002862	DOLESE	1 1/2" CRUSHER RUN	\$ 11,030.12
010701	002863	PRO KILL INC.	PEST CONTROL	\$ 74.00
010757	002864	PARROTT TRUCKING	CONTRACT HAULING	\$ 1,437.50
010843	002865	RAM INC	FUEL	\$ 10,236.71
011032	002866	ADAMS TRUE VALUE	FENCING SUPPLIES	\$ 743.00
011034	002867	DAVIDS TRADING YARD	DISC	\$ 38.00
011042	002868	WARREN POWER & MACHINERY INC.	DRAIN PLUG	\$ 206.93
011057	002869	WARREN POWER & MACHINERY INC.	EQUIPMENT PARTS	\$ 879.20
011127	002870	RAM INC	DIESEL	\$ 5,252.00
011142	002871	WELDON PARTS INC.	SOCKETS	\$ 54.05
010149	002885	BANK OF AMERICA	TUBING	\$ 1,144.47

Total: \$ 85,186.08

1313-6-8043-2005

002752	002872	RAM INC	FUEL	\$ 2,312.52
003441	002873	RAM INC	FUEL	\$ 3,440.29
004706	002874	RAM INC	FUEL	\$ 2,390.08
006403	002875	RAM INC	FUEL ADDITIVE	\$ 2,300.00
009145	002876	YELLOW HOUSE MACHINE	FILTERS	\$ 280.76
010885	002877	FLEET PRIDE	BRAKES ETC	\$ 769.52
010887	002878	WARREN POWER & MACHINERY INC.	GRADER BLADES	\$ 801.10
010969	002879	RAM INC	FUEL	\$ 946.43
011016	002880	WESTERN MARKETING, INC.	DIESEL EXHAUST FLUID	\$ 905.10

PO	Warrant No.	Vendor Name	Purpose	Amount
Hwy-ST				
1313-6-8043-2005				
011068	002881	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 38.66
011188	002882	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 121.05
011189	002883	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 709.80
Total:				\$ 15,015.31
JUVENILE MENTAL HEALTH				
7212-1-1900-2005				
010525	000012	BANK OF AMERICA	INCENTIVES	\$ 868.50
Total:				\$ 868.50
LATFC				
1570-1-2000-2005				
007769	000011	SOUTHEASTERN INSULATION & GUTT	GUTTERING	\$ 1,100.00
Total:				\$ 1,100.00
Mental Health				
7207-1-1900-2005				
010524	000080	BANK OF AMERICA	INCENTIVES	\$ 868.50
Total:				\$ 868.50
Rural Fire-ST				
1321-2-8202-2005				
011053	001125	BANNER FIRE EQUIPMENT	GEAR BAGS	\$ 839.88
Total:				\$ 839.88
1321-2-8204-2005				
011022	001126	VERIZON	MONTHLY SERVICE	\$ 41.40
011023	001127	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 202.73
Total:				\$ 244.13
1321-2-8205-2005				
011020	001128	US CELLULAR	MONTHLY SERVICE	\$ 169.42
011021	001129	RURAL WATER DIST #8	MONTHLY SERVICE	\$ 24.00
Total:				\$ 193.42

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8207-2005				
011135	001130	BANNER FIRE EQUIPMENT	WILD LAND GEAR	\$ 2,150.00
011137	001131	THE BURROWS AGENCY	INSURANCE	\$ 3,479.00
011138	001132	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 143.98
011140	001133	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 262.10
			Total:	\$ 6,035.08
1321-2-8208-2005				
007572	001134	COMDATA	FUEL	\$ 93.74
011139	001135	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 49.67
011217	001136	RURAL WATER DIST #18	MONTHLY SERVICE	\$ 200.00
011218	001137	OKLATEL COMMUNICATIONS INC	MONTHLY SERVICE	\$ 47.85
011219	001138	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 83.00
011220	001139	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 155.56
			Total:	\$ 629.82
1321-2-8215-4110				
010108	001140	VICARS POWERSPORTS	UTV	\$ 31,853.63
			Total:	\$ 31,853.63
1321-2-8218-2005				
011132	001141	RURAL WATER DIST #18	MONTHLY SERVICE	\$ 200.00
011157	001142	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 40.25
			Total:	\$ 240.25
1321-2-8219-2005				
007578	001143	COMDATA	FUEL	\$ 109.46
			Total:	\$ 109.46
1321-2-8225-2005				
007579	001144	COMDATA	FUEL	\$ 141.55
011183	001145	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 83.17
011184	001146	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 109.00
011185	001147	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 47.19
			Total:	\$ 380.91
SH Commissary				
1223-2-0400-2005				
010410	000305	CUSTOM TECHNOLOGIES LLC	INHOUSE COMMISSARY	\$ 1,669.80
010604	000306	COMMISSARY EXPRESS	COMMISSARY PRODUCT	\$ 2,539.72

PO	Warrant No.	Vendor Name	Purpose	Amount
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SH Commissary

1223-2-0400-2005

010997	000307	COMMISSARY EXPRESS	KIOSK FEES	\$ 52.00
011143	000308	LOWES	REFRIGERATOR	\$ 581.44
Total:				\$ 4,842.96

SH Svc Fee

1226-2-0400-2005

007553	002000	ATWOODS	K-9 SUPPLIES	\$ 53.98
011144	002001	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 138.40
Total:				\$ 192.38

1226-2-0400-2012

010877	002002	BEN E. KEITH OKLAHOMA	INMATE GROCERIES	\$ 3,505.68
011125	002003	BEN E. KEITH OKLAHOMA	INMATE GROCERIES	\$ 3,270.98
Total:				\$ 6,776.66

1226-2-3400-2005

007932	002004	MIRA SAFETY	FACE MASK	\$ 1,511.80
009660	002005	H20 DEPOT	WATER & COOLER RENT	\$ 159.90
010369	002006	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 433.00
010465	002007	CENTRAL RESTAURANT PRODUCTS	KITCHEN SUPPLIES	\$ 2,177.98
010544	002008	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES	\$ 1,161.50
010970	002009	STAPLES	OFFICE SUPPLIES	\$ 55.47
010971	002010	MUSKOGEE COMMUNICATIONS	RADIO	\$ 1,291.00
010972	002011	SERVICE OKLAHOMA	TAG & TITLE	\$ 17.00
010984	002012	UNITED RENTALS	EQUIPMENT RENTAL	\$ 291.63
010998	002013	MEDLINE INDUSTRIES INC	FIRST AID SUPPLIES	\$ 172.85
010999	002014	T & W TIRE	TIRES ETC.	\$ 482.03
011044	002016	O REILLY AUTO PARTS	TOILET REPAIR	\$ 18.30
011045	002017	GALLS LLC	UNIFORMS ETC	\$ 179.19
011046	002018	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 23.77
011108	002019	JAMES SUPPLIES	CYLINDER LEASE	\$ 20.70
011110	002020	WAV 11	COMPUTER MAINTENAN	\$ 823.00
011111	002021	BARLOW BUILT PERFORMANCE	AUTO REPAIR	\$ 283.03
011112	002022	BEN E. KEITH OKLAHOMA	JAIL SUPPLIES	\$ 264.84
011117	002023	WALMART COMMUNITY CARD	KITCHEN EQUIPMENT	\$ 58.00
011118	002024	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 134.67
011145	002025	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 6,774.69
011147	002026	ROBERTS WINDOW TINTING	WINDOW TINT	\$ 1,000.00
011148	002027	BEMAC SUPPLY	JAIL MAINTENANCE SUP	\$ 1,494.65
011149	002028	BEMAC SUPPLY	JAIL MAINTENANCE SUP	\$ 1,221.00
011168	002029	THE PRODUCT CENTER	FINGERPRINT SUPPLIES	\$ 498.60

PO	Warrant No.	Vendor Name	Purpose	Amount
SH Svc Fee				
1226-2-3400-2005				
011224	002031	BANK OF AMERICA	ANNUAL SUBSCRIPTION	\$ 200.09
			Total:	\$ 20,748.69
1226-2-3400-2030				
011014	002015	JAMES SUPPLIES	CYLINDER LEASE	\$ 21.39
011000	002030	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 124.00
			Total:	\$ 145.39
			Grand Total:	\$ 417,280.93

FOUNDATION LAW, P.L.L.C.
P.O. Box 758
McAlester, OK 74502

Pittsburg County Sheriff's Office
c/o Pittsburg County Commissioners
115 East Carl Albert Parkway
McAlester, OK 74501

NOTICE OF GOVERNMENTAL TORT CLAIM

DYLAN ESTRADA,)
)
Claimant/Petitioner,)
)
v.)
)
Pittsburg County Sheriff's Office)
c/o Pittsburg County Commissioners)
115 East Carl Albert Parkway)
McAlester, OK 74501)
)
Defendant(s).)

FILED
JUN 12 2024
TIME 12:34 AM
HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY
BY MS DEPUTY

PLEASE TAKE NOTICE of the following Governmental Tort Claim of Dylan Estrada against the Pittsburg County Sheriff's Department *by* the Pittsburg County Commissioners. This Claim is made pursuant to 51 O.S. § 151 *et seq.*

FACTUAL HISTORY

1. That the Petitioner is a resident of the State of Oklahoma.
2. That the Pittsburg County Sheriff's Office is a governmental, law enforcement entity in and for Pittsburg County in the State of Oklahoma.
3. That the Pittsburg County Commissioners' Office is the proper service authority for the Pittsburg County Sheriff's Office.
4. That the Petitioner was attacked, physically assaulted and battered, suffered personal injury, and had his civil rights violated by law enforcement on June 22, 2023, in Pittsburg County.
5. That there was no reasonable basis for the actions of law enforcement.

REQUIREMENTS OF 51 O.S. § 151 ET SEQ

Date, time, and place: June 22, 2023

Identity of the agencies: Pittsburg County Sheriff

Amount Relief Demanded: In excess of one hundred twenty-five thousand dollars (\$125,000); in excess of the relief cap in Title 51 O.S. § 154.

Claimant Information: Dylan Estrada
2388 Old Savage Hwy
Hartshorne, OK 74547

**DO NOT CONTACT CLIENT DIRECTLY
AVAILABLE C/O COUNSEL**

Authorized Agent: Wesley J. Cherry, OBA #22851
FOUNDATION LAW, P.L.L.C.
P.O. Box 758
McAlester, Oklahoma 74502
(918) 839-6353 Telephone
(888) 622-3181 Facsimile
Wes.FoundationLaw@gmail.com
www.FoundationLawFirm.com
Attorney for Claimant

Claimant is payment for his personal injuries, and for the respective agencies listed above to evaluate his claims *pursuant to* 42 U.S.C. § 1983 insofar as civil rights violations are concerned. Claimant is also requesting reasonable attorney fees and costs associated with this action.

DATED this 10th day of June, 2024.

Respectfully submitted by:



Wesley J. Cherry, OBA #22851
FOUNDATION LAW, P.L.L.C.
P.O. Box 758
McAlester, Oklahoma 74502
(918) 839-6353 Telephone
(888) 622-3181 Facsimile
Wes.FoundationLaw@gmail.com
www.FoundationLawFirm.com
Attorney for Claimant

ATTORNEY LIEN CLAIMED

June 17, 2024

Hope Trammell
Pittsburg County Clerk
115 E. Carl Albert Pkwy, Room 103
McAlester, OK 74501

RE: Appointment of Undersheriff

Dear Mrs. Trammell,

Please accept this letter as acknowledgement of my appointment of Loyd London, Jr. as my undersheriff.

Should you have any questions, please feel free to contact me at your convenience.

Respectfully,

A handwritten signature in black ink, appearing to read "Frankie McClendon". The signature is fluid and cursive, with a large initial "F" and "M".

Frankie McClendon
Sheriff

Pittsburg County Sheriff's Office

**CHRIS MORRIS
SHERIFF**



**FRANKIE McCLENDON
UNDERSHERIFF**

June 12, 2024

Hope Trammell

Pittsburg County Clerk

115 E. Carl Albert Pkwy, Room 103

McAlester, OK 74501

RE: Removal of requisition Officer

Dear Mrs. Trammell,

Please accept this letter as acknowledgement of my removal of Chris Morris as
a requisition officer.

Should you have any questions, please feel free to contact me at your convenience.

Respectfully,

A handwritten signature in black ink that reads "Frankie McClendon". The signature is written in a cursive, flowing style.

Frankie McClendon

Sheriff

RESOLUTION

NO. 24-306

The Board of County Commissioners, Pittsburg County, Met in regular session on Monday, June 17, 2024.

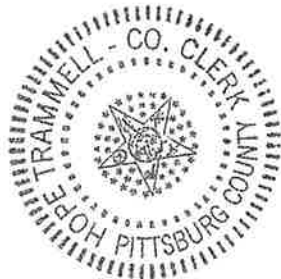
WHEREAS, Pittsburg County Clerk has received payment in the amount of \$238.39 from Dennis and Erin Mosley for reimbursement for publication fees and certified mailing postage for the public hearing to close a road between Section 34, Township 7 North, Range 16 East and Section 3, Township 6 North, Range 16 East. The funds are to be deposited in the following accounts since payment for the publication and certified mailing postage came from the respective accounts.

Account Name	Account #	Amount
District #1 Highway Sales Tax M&O	1313-6-8041-2005	\$55.90
County Clerk General Fund M&O	0001-1-1000-2005	\$182.49

WHEREAS, Pittsburg County Clerk requests that the Board of County Commissioners approve this transaction of the deposit into the respective accounts.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Pittsburg County do hereby approve the deposit of \$238.39 from Dennis and Erin Mosley.

ATTEST:




CHAIRMAN


VICE-CHAIRMAN

MEMBER


COUNTY CLERK

RESOLUTION
24-307

The Board of County Commissioners of Pittsburg County met in regular session on Monday, June 17, 2024.

WHEREAS, Pittsburg County District Courts received donations from the Oklahoma Bar Foundation totaling the amount of \$34,007.82 for improvements to technology and courtrooms located at the Pittsburg County Courthouse.

WHEREAS, \$32,054.34 was received to replace sound systems, install TVs, replace microphones and run HDMI cabling in the 3rd floor training room, install new electrical for TVs and purchase easels.

WHEREAS, \$1,953.48 was received to obtain a laptop computer and copier machine.

WHEREAS, Checks shall be deposited into the OBA Donation Account (1235-1-1900-4110).

THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Pittsburg County, do hereby accept donations in the amounts of \$32,054.34 and \$1,953.48 from the Oklahoma Bar Foundation for improvements to technology and courtrooms.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN




VICE-CHAIRMAN



MEMBER



COUNTY CLERK





THE OFFICE OF SPECIAL DISTRICT JUDGE
BRIAN R. McLAUGHLIN
PITTSBURG COUNTY DISTRICT COURT
115 E. CARL ALBERT PARKWAY
McALESTER, OK 74501
(918) 423-7157


Dear Pittsburg County Commissioners,

I have received a donation from the Oklahoma Bar Foundation. It is going to be used to obtain a laptop and a copier machine. Thank you for your attention in this matter.

Nicole Corder

Corder, Nicole

From: Renee DeMoss <reneed@okbar.org>
Sent: Tuesday, June 11, 2024 3:50 PM
To: Corder, Nicole
Cc: Hesami, Jessi
Subject: [EXTERNAL]: RE: Grant application

 You don't often get email from reneed@okbar.org. [Learn why this is important](#)

Hi Nicole.

Yes, that would be fine, as long as it is used for court-related purposes.

Renee

From: Corder, Nicole <Nicole.Corder@oscn.net>
Sent: Tuesday, June 11, 2024 3:10 PM
To: Renee DeMoss <reneed@okbar.org>
Cc: Hesami, Jessi <jessih@okbar.org>
Subject: Grant application

Hello,

I had received the grant for the laptop and the copier. However, I had been informed, after requesting the grant, that I am unable to use the laptop for the recording system like it was originally planned for. I had spoken to our company for the recording system, before requesting the grant, and they had told me that they do not supply laptops. After I had requested the grant, the company then explains to me that I would have to get a laptop through them. Would it be okay to use the laptop from the grant for another purpose?
Thank you for your attention in this matter.

Nicole Corder
Office of Special District Judge Brian McLaughlin
115 East Carl Albert Parkway
McAlester, OK. 74501
918-423-7157
nicole.corder@oscn.net

CAUTION: This email originated outside of the Oklahoma State Courts Network. Please do not open attachments or click links unless you recognize the sender and know the content is safe.

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING



Oklahoma Bar Foundation
PO Box 53036
Oklahoma City, OK 73152
(405) 416-7070

BANK OF OK, A DIV OF BOKF, NA
86-3/1039

06/06/2024

7828

PAY TO THE ORDER OF Pittsburg County Court Clerk

\$ **1,953.48

One thousand nine hundred fifty-three and 48/100*****

DOLLARS

Pittsburg County Court Clerk

PROTECTED AGAINST FRAUD

MEMO



Intuit® CheckLock™ Secure Check

Details on Back

Oklahoma Bar Foundation

7828

Date	Type	Reference	Original Amount	Balance Due	Payment
06/06/2024	Bill	2024CourtGrants6	1,953.48	1,953.48	1,953.48
		Check Amount			

Cash and Cash Equiv)

1,953.48


Misty D. Jones -Secretary/Bailiff
Office of Associate District Judge Tim Mills
115 E. Carl Albert Parkway
McAlester, OK 74501
918-423-6479
Misty.Jones@oscn.net

June 11, 2024

Pittsburg County Commissioners,

On this date I have received a donation in the amount of \$32,054.34 from the Oklahoma Bar Foundation. These funds are in response to my searching for bids from Biztel McAlester, Wav 11 McAlester, and VIP Technology Solutions Group Tulsa. Both Biztel and Wav 11 were unable to provide a quote as they were unable to handle the depth and scope of the project required. VIP Solutions are a reputable company who currently provides the phone services for the Pittsburg County Courthouse. The project details are included by way of the attached quotes from VIP Solutions and Compton Electric for the electrical work needed to support the new media installation. The monies donated are to be used for the express purposes only of the Courtroom upgrades, electrical work to support said upgrades, and the repair of the training room projector HDMI wall connection, and 2 easels from Staples.com needed for demonstrative exhibits. I request that the acceptance of this donation, and when the time comes the payment to vendors, be placed on the agenda for the earliest available commissioners meeting. Thank you for your attention in this matter.

Best Regards,



Misty D. Jones
Secretary/Bailiff

1301 North Lincoln Blvd., Suite 204
Oklahoma City, OK 73105

PO Box 53036
Oklahoma City, OK 73152

OKLAHOMA BAR FOUNDATION

LAW. EDUCATION. JUSTICE.

P 405.416.7070
F 405.416.7089

www.okbarfoundation.org

OSF OFFICERS

Allan L. Hudson
President

Jim Duwell
President Elect

Courtney Briggs
Vice President

Andrew Shank
Treasurer

LeAnne McGill
Secretary

Judge Deanna Hartley-Kelso
Past President

June 6, 2024

Misty Jones
Pittsburg County District Court
115 E. Carl Albert Parkway
McAlester, OK 74501

Re: 2024 Oklahoma Bar Foundation Court Grant

OSF TRUSTEES

Luke Adams

Wayne Billings

Shoa Bracken

Bob Burke

Andrew Carruth

Alison Cave

Tiece Camposay

Dylan Erwin

Shiny Mathew

Justin Meek

April Moaning

Terry Mason Moore

Brett Morcan

Judge Richard Ogden

Ryan Ray

Benjamin Russ

Caroline Shaffer Siek

David Van Meter

Todd Taylor

Eddie D. Valdez

Ken Williams

Dear Ms. Jones:

Enclosed is an executed copy of the 2024 Oklahoma Bar Foundation Court Grant Assurances Agreement for your records, along with check no. 7829 in the amount of \$32,054.34, made out to your County Court Clerk. Also enclosed is a small donation plaque. We would appreciate it if you would affix this plaque to the equipment that the grant funds have enabled the Court to purchase.

The Foundation is pleased to have been able to provide this funding. We look forward to receiving your report about how the equipment has provided a benefit to your county.

OSF STAFF

Renée DeMoss
Executive Director

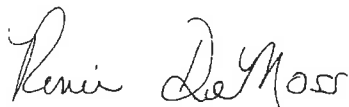
Gandice Pace
Development &
Communications Director

Jessie Hester
Office Manager

Deb Holt
Office Manager

Thank you, and please contact me if you have any questions.

Respectfully,



Renée DeMoss
Executive Director
Oklahoma Bar Foundation

OKLAHOMA BAR FOUNDATION
PO Box 53036 | Oklahoma City, OK 73152-3036
(405) 416-7070 (direct dial) | (405) 416-7089 (facsimile)

2024 COURT GRANT ASSURANCES AGREEMENT

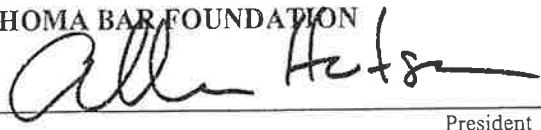
GRANTEE: Pittsburg County District Court
AMOUNT: \$32,054.34
PURPOSE OF GRANT: Courtroom Audio/Video updates for 4 courtrooms
DATE AWARDED: May 10, 2024

1. **Use of Grant Funds.** Pittsburg County District Court ("Grantee") understands and agrees that the Grant Funds awarded to Grantee are to be used only for the specific purpose outlined by Grantee in its application to the Foundation. The Grant Funds must be used by December 31, 2024. Any unspent Grant Funds must be returned to the Oklahoma Bar Foundation ("Foundation"), unless the Grantee has otherwise sought and received from the Foundation a written extension, or written permission to use the funds for a specific alternate purpose.
2. **Payment of Grant Funds.** After the Judge of the Pittsburg County District Court executes this Agreement and returns it to the Foundation, and subject to the terms and conditions of this Agreement, the Foundation will issue a check and deliver it to the Grantee by June 30, 2024.
3. **Reports.** Grantee will provide a report to the Foundation by January 31, 2025, in the format on the OBF website, that describes how the Grant Funds were used in light of the grant application, including any funds used for an approved alternate purpose, and how use of the funds contributed to the administration of justice. A reminder email containing the link to the online report will be sent to you 30 days prior to the due date. You will use your credentials to log in to the site, fill out the report, and submit them.
4. **Material Changes.** Grantee agrees to notify the Foundation as soon as possible after the occurrence of any material changes, no later than thirty (30) days after the occurrence of any such change. Examples of material changes include, but are not limited to:
 - a. Change of contact person, telephone number, or office location.
 - b. Questions raised in any financial or operational audit.

I have read these assurances and understand that the provision of Grant Funds are subject to the terms and conditions set forth in this Agreement, and Grantee will comply with all such terms and conditions. I understand that if any of these terms and conditions are violated, the Foundation, in its discretion, may require a refund of the Grant Funds or a portion thereof, and/or Grantee may become ineligible for future grant awards.

OKLAHOMA BAR FOUNDATION

By:


President

Date: May 15, 2024

PITTSBURG COUNTY DISTRICT COURT

By:


District Court Judge or Designated Court Representative

Date:

5/16/24



OKLAHOMA
BAR FOUNDATION
Law. Education. Justice.

Oklahoma Bar Foundation
PO Box 53036
Oklahoma City, OK 73152
(405) 416-7070

BANK OF OK, A DIV OF BOKF, NA
86-3/1039

7829

06/06/2024

PAY TO THE ORDER OF Pittsburg County Court Clerk

\$ **32,054.34

Thirty-two thousand fifty-four and 34/100***** DOLLARS

Pittsburg County Court Clerk

PROTECTED AGAINST FRAUD

MEMO

Kevin DeWoss

Oklahoma Bar Foundation

7829

06/06/2024

Pittsburg County Court Clerk

Date	Type	Reference	Original Amount	Balance Due	Payment
06/06/2024	Bill	2024CourtGrants5	32,054.34	32,054.34	32,054.34
		Check Amount			32,054.34

Cash and Cash Equiv

32,054.34

Proposed Bids

VIP Technology Solutions

Replace sound systems in disrepair, install TV's to replace outdated/disrepair projectors, replace microphones in disrepair in all 4 courtrooms. Run HDMI cable connection in training room to repair projector issues.

Total \$30,260.96

Compton Electric Co. LLC

Install 1-2 gang receptacle outlets in each of the 4 courtrooms in order to supply power to the above-mentioned TV's.

Total: \$1,750.00

Staples:

Quantity of 2 63" Easels to be shared by the 4 courtrooms for trial demonstrative exhibits. Currently no working easels.

Total: \$43.38

Grand total: \$32,054.34



We have prepared a quote for you

**Infrastructure Systems Solution - Court Room A/V
Solutions**

Quote # 011082
Version 1




Prepared for:

Pittsburg County

Misty Jones
misty.jones@oscn.net

Courtroom 1

*Optional

Item	Description	Price	Qty	Ext. Price
Option between Projector or 86" commercial TV				
1. Maxhub Commercial TV 4k 86" 500nit (this option will need customer to have electrical outlet installed on wall) <ul style="list-style-type: none"> o 4K TV o Wall mount o Cat6 cable run with HDMI converters to facilitate a highspeed HDMI signal to projector for Clickshare. o Clickshare wireless screenshare with USB dongle(no need to connect through WIFI or wired network) o Audio will be extracted and fed into existing sound system 				
2. Epson Commercial 7000 Lumin Laser projector for great picture in high ambient light environment (won't need to dim the lights) <ul style="list-style-type: none"> o Projector o Universal mount o Cat6 cable run with HDMI converters to facilitate a highspeed HDMI signal to projector for Clickshare. o Clickshare wireless screenshare with USB dongle(no need to connect through WIFI or wired network) o Audio will be extracted and fed into existing sound system 				
QTY 1 - Sennheiser Wireless Mic with receiver				
QTY 2 - Flex Gooseneck Mic Stand				
	86" TV with Clickshare Option	\$5,945.05	1	\$5,945.05
	Epson Projector with Clickshare Option	\$8,355.38	1*	\$8,355.38
	Sennheiser Wireless Microphone System - 417 MHz to 516 MHz Operating Frequency - 80 Hz to 18 kHz Frequency Response - 328.08 ft Operating Range	\$921.54	1	\$921.54
	Microphone Flex Gooseneck	\$41.42	2	\$82.84
	Cable Labor to install mics and gooseneck stands	\$125.00	3	\$375.00
	3' Highspeed HDMI Cable	\$14.42	2	\$28.84
	HDMI Cable 3' Commercial Series High Speed Black			

Courtroom 1

*Optional


Item	Description	Price	Qty	Ext. Price
	CBI MLN-3-PREP-F XLR to Prepped Wire Cable - 3ft	\$27.89	1	\$27.89
	CBI MLN-3-PREP-F XLR to Prepped Wire Cable - 3ft			
	4K 60Hz HDMI Audio Extractor	\$59.98	1	\$59.98
	Audio cable - 6ft 3.5mm M/M - Black	\$2.99	1	\$2.99
	Audio cable - 6ft 3.5mm M/M - Black			

*Optional Amount: **\$8,355.38**

Subtotal: **\$7,444.13**



Courtroom 2

*Optional

Item	Description	Price	Qty	Ext. Price
Option between Projector or 86" commercial TV				
1. Maxhub Commercial TV 4k 86" 500nit (this option will need customer to have electrical outlet installed on wall) <ul style="list-style-type: none"> o 4K TV o Corner mount o Cat6 cable run with HDMI converters to facilitate a highspeed HDMI signal to projector for Clickshare. o Clickshare wireless screenshare with USB dongle(no need to connect through WIFI or wired network) o Audio will be extracted and fed into existing sound system 				
2. Epson Commercial 7000 Lumin Laser projector for great picture in high ambient light environment (won't need to dim the lights) <ul style="list-style-type: none"> o Projector o Universal mount o Cat6 cable run with HDMI converters to facilitate a highspeed HDMI signal to projector for Clickshare. o Clickshare wireless screenshare with USB dongle(no need to connect through WIFI or wired network) o Audio will be extracted and fed into existing sound system 				
QTY 1 - 8 Channel mic mixer to eliminate existing hum				
QTY 1 - Sennheiser wireless mic for podium and witness				
QTY 2 - Flexible Gooseneck Stands for podium and witness mic				
	86" TV with Clickshare Option and corner mount	\$6,134.27	1	\$6,134.27

Courtroom 2

*Optional




Item	Description	Price	Qty	Ext. Price
	Epson Projector with Clickshare Option	\$8,355.38	1*	\$8,355.38
	Rolls 8-Channel Mic/Line Mixer	\$481.67	1	\$481.67
	Sennheiser Wireless Microphone System - 417 MHz to 516 MHz Operating Frequency - 80 Hz to 18 kHz Frequency Response - 328.08 ft Operating Range	\$921.54	1	\$921.54
	Microphone Flex Gooseneck	\$41.42	2	\$82.84
	Cable Labor to install mics, gooseneck stands, and mixer	\$125.00	3	\$375.00
	CBI MLN-3-PREP-F XLR to Prepped Wire Cable - 3ft	\$27.89	1	\$27.89
	CBI MLN-3-PREP-F XLR to Prepped Wire Cable - 3ft			
	4K 60Hz HDMI Audio Extractor	\$59.98	1	\$59.98
	Audio cable - 6ft 3.5mm M/M - Black	\$2.99	1	\$2.99
	Audio cable - 6ft 3.5mm M/M - Black			

*Optional Amount: **\$8,355.38**

Subtotal: **\$8,086.18**

Courtroom 3

*Optional

Item	Description	Price	Qty	Ext. Price
Option between Projector or 86" commercial TV				
1. Maxhub Commercial TV 4k 86" 500nit (this option will need customer to have electrical outlet installed on wall) <ul style="list-style-type: none"> o 4K TV o Wall mount o Cat6 cable run with HDMI converters to facilitate a highspeed HDMI signal to projector for Clickshare. o Clickshare wireless screenshare with USB dongle(no need to connect through WIFI or wired network) o Audio will be extracted and fed into existing sound system 				
2. Epson Commercial 7000 Lumin Laser projector for great picture in high ambient light environment (won't need to dim the lights) <ul style="list-style-type: none"> o Projector o Universal mount o Cat6 cable run with HDMI converters to facilitate a highspeed HDMI signal to projector for Clickshare. o Clickshare wireless screenshare with USB dongle(no need to connect through WIFI or wired network) o Audio will be extracted and fed into existing sound system 				
QTY 1 - Sennheiser Wireless Mic with receiver				
QTY 1 - Flex Gooseneck Mic Stand				
	86" TV with Clickshare Option	\$5,945.05	1	\$5,945.05
	Epson Projector with Clickshare Option	\$8,355.38	1*	\$8,355.38
	Sennheiser Wireless Microphone System - 417 MHz to 516 MHz Operating Frequency - 80 Hz to 18 kHz Frequency Response - 328.08 ft Operating Range	\$921.54	1	\$921.54
	Microphone Flex Gooseneck	\$41.42	1	\$41.42
	Cable Labor to install mics and gooseneck stands	\$125.00	2	\$250.00
	3' Highspeed HDMI Cable	\$14.42	2	\$28.84
	HDMI Cable 3' Commercial Series High Speed Black			
	CBI MLN-3-PREP-F XLR to Prepped Wire Cable - 3ft	\$27.89	1	\$27.89
	CBI MLN-3-PREP-F XLR to Prepped Wire Cable - 3ft			

Courtroom 3

*Optional




Item	Description	Price	Qty	Ext. Price
	4K 60Hz HDMI Audio Extractor	\$59.98	1	\$59.98
	Audio cable - 6ft 3.5mm M/M - Black	\$2.99	1	\$2.99
	Audio cable - 6ft 3.5mm M/M - Black			

*Optional Amount: **\$8,355.38**

Subtotal: **\$7,277.71**

Courtroom 4

*Optional

Item	Description	Price	Qty	Ext. Price
Option between Projector or 86" commercial TV				
1. Maxhub TV Commercial 4k 86" 500nit (this option will need customer to have electrical outlet installed on wall) <ul style="list-style-type: none"> o 4K TV o Wall mount o Cat6 cable run with HDMI converters to facilitate a highspeed HDMI signal to projector for Clickshare. o Clickshare wireless screenshare with USB dongle(no need to connect through WIFI or wired network) o Audio will be extracted and fed into existing sound system 				
2. Epson Commercial 7000 Lumin Laser projector for great picture in high ambient light environment (won't need to dim the lights) <ul style="list-style-type: none"> o Projector o Universal mount o Cat6 cable run with HDMI converters to facilitate a highspeed HDMI signal to projector for Clickshare. o Clickshare wireless screenshare with USB dongle(no need to connect through WIFI or wired network) o Audio will be extracted and fed into existing sound system 				
QTY 1 - Wireless Mic with Receiver				
	86" TV with Clickshare Option	\$5,945.05	1	\$5,945.05
	Epson Projector with Clickshare Option	\$8,355.38	1*	\$8,355.38
	Sennheiser Wireless Microphone System - 417 MHz to 516 MHz Operating Frequency - 80 Hz to 18 kHz Frequency Response - 328.08 ft Operating Range	\$921.54	1	\$921.54
	Cable Labor to install mic	\$125.00	2	\$250.00

Courtroom 4


*Optional

Item	Description	Price	Qty	Ext. Price
	3' Highspeed HDMI Cable HDMI Cable 3' Commercial Series High Speed Black	\$14.42	2	\$28.84
	CBI MLN-3-PREP-F XLR to Prepped Wire Cable - 3ft CBI MLN-3-PREP-F XLR to Prepped Wire Cable - 3ft	\$27.89	1	\$27.89
	4K 60Hz HDMI Audio Extractor	\$59.98	1	\$59.98
	Audio cable - 6ft 3.5mm M/M - Black Audio cable - 6ft 3.5mm M/M - Black	\$2.99	1	\$2.99

*Optional Amount: **\$8,355.38**

Subtotal: **\$7,236.29**

Training room

Item	Description	Price	Qty	Ext. Price
	Replace bad HDMI cable for projector			
	35ft 4K HDMI Cable with Ethernet - High Speed - In-Wall CL-2 Rated - HDMI for Audio/Video Device, Home Theater System - 35 ft - 1 x HDMI (Type A) Male Digital Audio/Video - 1 x HDMI (Type A) Male Digital Audio/Video - Gold Plated Connector - Shielding	\$91.65	1	\$91.65
	Cable Labor Cable Labor	\$125.00	1	\$125.00

Subtotal: **\$216.65**

Infrastructure Systems Solution - Court Room A/V Solutions

Prepared by:

VIP Technology Solutions Group, LLC

Brent Day
918-279-7020
Fax 9182797099
brent@viptsg.com

Prepared for:

Pittsburg County

115 E Carl Albert Pkwy, Ste 1A PO Box 460
McAlester, OK 74501
Misty Jones
misty.jones@oscn.net
(918) 423-4859

Quote Information:

Quote #: 011082

Version: 1

Delivery Date: 06/04/2024

Expiration Date: 07/01/2024

Quote Summary

Description	Amount
Courtroom 1	\$7,444.13
Courtroom 2	\$8,086.18
Courtroom 3	\$7,277.71
Courtroom 4	\$7,236.29
Training room	\$216.65
Total:	\$30,260.96

*Optional Expenses

Description	Amount
Courtroom 1	\$8,355.38
Courtroom 2	\$8,355.38
Courtroom 3	\$8,355.38
Courtroom 4	\$8,355.38
Optional Subtotal:	\$33,421.52

This quote is valid for 15 days. Prices in the Quotation are excluding sales tax, any other taxes, shipping, fees, or duties. All applicable taxes will be assessed at time of invoicing. A tax exempt letter is required for tax exempt customers. Any changes to payment terms must be approved by both parties prior to signing. Any changes to the project scope described will be invoiced and/or credited separately and accordingly.

Additional moves, adds, or changes will be billed separately on a time and material basis. All electrical boxes and conduit must be in place where required by code or customer request.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, terms and conditions are satisfactory and are hereby accepted. VIP Technology Solutions Group is authorized to do the work as specified. Payments will be made as outlined above.

12149 S State Hwy 51
Coweta, OK 74429
<http://www.viptsg.com>
9182797000



Thank you for your business.

Signature

Date

COMPTON ELECTRIC COMPANY LLC
3669 US HWY 69 BUSINESS NORTH
P.O. BOX 555
McALESTER, OK 74501
PHONE: 918-423-6020
FAX: 918-423-1626

PROPOSAL

PROPOSAL NO.
SHEET NO.
DATE 02/07/2024

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME Pittsburg County Court House	ADDRESS
ADDRESS 115 E. C.A.P.	CITY, STATE
CITY, STATE McAlester, Ok 74501	DATE OF PLANS
PHONE NO.	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Install 1-2 Gang RECPT. in each Court Rm for Big Screen TV, Approx. 6 Ft. above floor.
A Total of 4 Court Rooms.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

ONE THOUSAND SEVEN HUNDRED FIFTY----- Dollars (\$ 1,750.00)

with payments to be as follows

Any alterations or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Per

Note - This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE _____

DATE _____

SIGNATURE _____

Cart

 **FREE** shipping on this order!

2 items in cart


[Print cart](#)



Quartet Instant Easel Display Easel, 63", Black Aluminum (29E)

Item #: 875379 | Model #: 29E

2 @ \$21.69 Each


 [Remove](#)

\$43.38


2 

\$43.38

☒ Delivery by Thursday, February 08

 **Free Next-Day delivery**

☐ Pick up in store by Thursday, February 08

 **Great Choice!** 6 added to cart in the last 48 hrs

24-308

RESOLUTION

County Road Machinery and Equipment Revolving Fund

Lease Renewal

WHEREAS, the board of Pittsburg County Commissioners has entered into Lease-Purchase Agreement(s) with the Oklahoma Department of Transportation for certain road construction machinery and equipment, and

WHEREAS, the expiration date of the following Lease-Purchase Agreement(s) is June 30, 2024, unless it is extended in the manner provided in said Lease-Purchase Agreement(s), and

WHEREAS, it is the desire of the Board of County Commissioners of Pittsburg County to renew, extend and revitalize the Lease-Purchase Agreement(s) for the following described road construction machinery or equipment:

Agreement 612043 / 99-2573
Agreement 611045 / 99-2572
Agreement 611046 / 99-2635
Agreement 613052 / 99-2863
Agreement 613050 / 99-2747
Agreement 613044 / 99-2574
Agreement 612048 / 99-2746
Agreement 612051 / 99-2843
Agreement 611049 / 99-2745
Agreement 613041 / 99-2473
Agreement 612347 / 99-2636

THEREFORE, be it resolved that the aforesaid Lease-Purchase Agreement(s) be, and are hereby renewed for the period of one year commencing on July 01, 2024, and ending on June 30, 2025, the rentals paid shall equal, but not exceed the purchase price of the equipment.

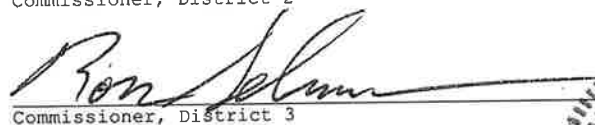
For the Lessee, Board of County Commissions of Pittsburg County, Oklahoma.

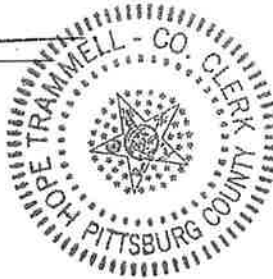

Commissioner, District 1

ATTEST:


County Clerk

Commissioner, District 2


Commissioner, District 3





OKLAHOMA
Transportation

Local Government Division

200 N.E. 21st Street
Oklahoma City, OK 73105-3204
www.odot.org

June 4, 2024

Board of County Commissioners
Pittsburg County Courthouse
115 E Carl Albert Parkway
McAlester, OK 74501

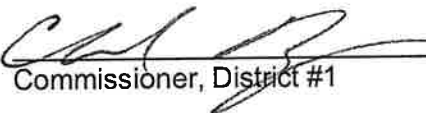
Re: INSURANCE VERIFICATION FY-2025

Dear Commissioners:

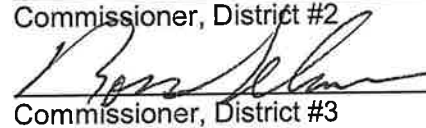
As per 69 O.S. 1991, Section 636.5, paragraph D: All risk physical damage insurance shall be carried on all equipment and road machinery purchased through the County Road Machinery and Equipment Revolving Fund.

Please review the list of equipment detailed on the enclosed lease renewal form and verify that the required insurance coverage is in place by signing this letter and returning it to this office.


Please email your completed documents to me at JeHankins@odot.org.

 Date 6-17-2024
Commissioner, District #1

Date _____
Commissioner, District #2

 Date 6-17-2024
Commissioner, District #3

ATTEST:

 DATE 6/17/2024
County Clerk (Seal)



Thank you and do not hesitate to let me know if you have any questions or need additional information. We're happy to help in any way we can.

Sincerely,



Jessica Hankins
County Equipment Lease Program Administrator
405-215-1372
JeHankins@odot.org

"The mission of the Oklahoma Department of Transportation is to provide a safe, economical, and effective transportation network for the people, commerce and communities of Oklahoma."

AN EQUAL OPPORTUNITY EMPLOYER



Local Government Division

200 N.E. 21st Street
Oklahoma City, OK 73105-3204
www.odot.org

June 4, 2024

Board of County Commissioners
Pittsburg County Courthouse
115 E Carl Albert Parkway
McAlester, OK 74501

Re: EQUIPMENT LEASE RENEWAL STATE FY-2025

Dear Commissioners:

It's time to renew the leases and verify insurance coverage for the equipment your county is currently leasing through the County Road Machinery and Equipment Revolving Fund. Enclosed are two documents: The lease renewal form and the insurance verification letter. **Both documents require action by your Board.** If you wish to renew your leases for State Fiscal Year 2025, please execute these forms at an upcoming Board Meeting and email a copy to this office. It is not necessary to mail the original.

If your County Government mandates specific language be included in either document, please add that to the bottom of the form and attach any additional documentation to the form. **DO NOT** retype either form or amend the language and/or format of either form in any other way.

If you do not wish to renew any or all of these leases, please so indicate your request to cancel on the renewal form and scan a copy to this office along with your Resolution to do so. Upon receipt of your request to cancel, ODOT will make arrangements for the return of the equipment. If you do not renew, you do not need to send the insurance verification.

If your office is in the process of a payoff for any of the listed equipment, please line through that Agreement number.

Thank you and please do not hesitate to let me know if you have any questions or need additional information. We're happy to help in any way we can.

Sincerely,

Jessica Hankins
County Equipment Lease Program Administrator
405-215-1372
JeHankins@odot.org

"The mission of the Oklahoma Department of Transportation is to provide a safe, economical, and effective transportation network for the people, commerce and communities of Oklahoma."

AN EQUAL OPPORTUNITY EMPLOYER

RESOLUTION

NO. 24-309

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, June 17TH, 2024.

WHEREAS, EMERGENCY MANAGEMENT wishes to cancel the following Purchase Orders

54 to Pruett's Food dated July 3RD, 2023 in the amount of \$1,000.00 for Emergency Management Operation Meals.

67 to Atwoods dated July 3RD, 2023 in the amount of \$500.00 for Maintenance Supplies.

1040 to Atwoods dated July 31ST, 2023 in the amount of \$500.00 for Maintenance Supplies.

1046 to Walmart Community Card dated July 31ST, 2023 in the amount of \$500.00 for Bottled Water & Supplies.

1116 to Bernac Supply dated August 1ST, 2023 in the amount of \$406.73 for Filters.

1872 to Staples Credit Plan dated August 28TH, 2023 in the amount of \$500.00 for Office Supplies.

4401 to Brownco dated November 8TH, 2023 in the amount of \$2,976.00 for Helmets and Logos.

6068 to Staples Credit Plan dated January 8TH, 2024 in the amount of \$500.00 for Office Supplies.

6624 to Holmans Fast Lube dated January 29TH, 2024 in the amount of \$500.00 for Oil Changes.

6625 to Johnnys A Street Market dated January 29TH, 2024 in the amount of \$1,000.00 for Emergency Management Operation Meals.

8778 to Kiamichi Automotive Warehouse dated April 1ST, 2024 in the amount of \$500.00 for Auto Parts.

9666 to Kiamichi Automotive Warehouse dated April 29TH, 2024 in the amount of \$500.00 for Auto Parts.

9669 to Lowes dated April 29TH, 2024 in the amount of \$1,500.00 for Maintenance Supplies.

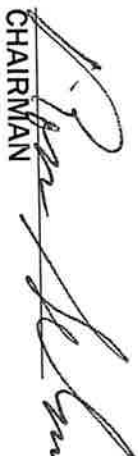
9672 to Walmart Community Card dated April 29TH, 2024 in the amount of \$500.00 for Bottled Water & Supplies.

10811 to OTA Pikepass Customer Service Center dated June 3RD, 2024 in the amount of \$40.00 for Toll.

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 54, 67, 1040, 1046, 1116, 1872, 4401, 6068, 6624, 6625, 8778, 9666, 9669, 9672 and 10811 for FY 2023-2024.

CHAIRMAN



MEMBER



ATTEST:



MEMBER


COUNTY CLERK

RESOLUTION

NO. 24-310

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, June 17TH, 2024.

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

844 to Briggs Printing dated July 27TH, 2023 in the amount of \$35.00 for Business Cards.

1305 to Hilti dated August 8TH, 2023 in the amount of \$423.48 for Injectable Mortar, Dispenser and Mixing Nozzle.

4781 to Shred-It dated November 27TH, 2023 in the amount of \$130.00 for Document Shredding Service.

5454 to Kiamichi Automotive Warehouse dated December 18TH, 2023 in the amount of \$500.00 for Auto Parts.

5781 to Kiamichi Automotive Warehouse dated January 2ND, 2024 in the amount of \$500.00 for Parts & Shop Supplies.

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 844, 1305, 4781, 5454 and 5781 for FY 2023-2024.


CHAIRMAN


MEMBER

MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

NO. 24-311

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, June 17TH, 2024.

WHEREAS, the **HEALTH DEPARTMENT** wishes to cancel the following Purchase
Orders

6519 to Staples dated January 24TH, 2024 in the amount of \$129.16 for Office
Supplies.

6659 to Tina Brooks dated January 29TH, 2024 in the amount of \$70.00 for Travel.

7929 to Walmart dated March 4TH, 2024 in the amount of \$123.88 for Carpet
Cleaner etc.

9872 to Virginia Willhite-Crotzer dated May 2ND, 2024 in the amount of \$100.00 for
Travel.

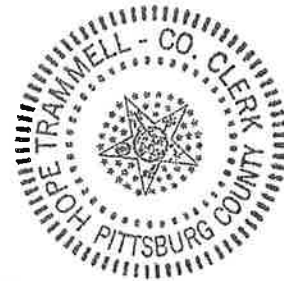
WHEREAS, the purchase orders were not used, therefore they are no longer needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel
Purchase Orders 6519, 6659, 7929 and 9872 for FY 2023-2024.


CHAIRMAN


MEMBER

MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION
24-312

The Board of County Commissioners of Pittsburg County met in regular session on Monday, June 17, 2024.

WHEREAS, the Board of County Commissioners of Pittsburg County wish to remove Brad Spears from the Pittsburg County Expo Authority Trust Board of Trustees.

WHEREAS, the Board of County Commissioners of Pittsburg County wish to appoint John Bane to the Pittsburg County Expo Authority Trust Board of Trustees.

WHEREAS, Mr. Bane's term will expire on June 30, 2027.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Pittsburg County do hereby remove Brad Spears and appoint John Bane to the Pittsburg County Expo Authority Trust.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



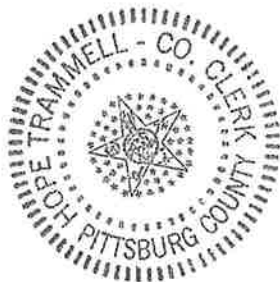

VICE-CHAIRMAN



MEMBER



COUNTY CLERK



CONTRACT
BETWEEN EASTERN OKLAHOMA YOUTH SERVICES & PITTSBURG COUNTY
FOR JUVENILE DETENTION SERVICES AT
PITTSBURG COUNTY REGIONAL JUVENILE DETENTION CENTER

This agreement effective the 1st day of July, 2024, is between Eastern Oklahoma Youth Services, Inc., hereinafter referred to as "EOYS" and the Board of County Commissioners of PITTSBURG COUNTY, Oklahoma, hereinafter referred to as "User County." For good and valuable consideration, including the following covenants and promises, receipt for which each party following hereby acknowledges, the parties hereto agree as follows:

SERVICES: EOYS shall provide and make available to User County the services and facilities of the Pittsburg County Regional Detention Center in McAlester, Oklahoma, on a space available basis, as determined by Eastern Oklahoma Youth Services, Inc., subject to the following terms and conditions in relation to juvenile cases arising in User County under the Title 10A of Oklahoma Statutes and requiring detention of certain juveniles.

FILING: It shall be the responsibility of User County authorities to file a petition within five judicial days after a child is taken into custody as per Title 10A of the Oklahoma Statutes.

REFERRAL AND ADMISSION: It shall be the responsibility of User County authorities to initiate and obtain the detention authorization of said juvenile. Admission shall be allowed upon an initial oral order of the District Court provided that a written order is entered and forwarded within twenty-four hours of the next working day. If a child is under the influence of drugs or alcohol, the User County shall be responsible for obtaining a medical clearance for said child to be detained, whether or not this was immediately evident to anyone during the initial intake procedures. If the Detention Center is at capacity the User County authorities will be notified when the referral is initiated. All admissions must be cleared by Detention before transporting the juvenile to the Center.

NOTIFICATION: Prior to transporting any child to the Pittsburg County Regional Juvenile Detention Center, it shall be the responsibility of User County Authorities to notify the child's parents of the child's apprehension and detention. Further, that prior to their child's detention hearing the User County authorities shall notify the juvenile's attorney of record of his/her detention.

JUDICIAL PROCEEDINGS AND OJA SERVICES: All judicial proceedings and OJA services regarding User County children shall be the responsibility of User County Authorities. It shall be User County's responsibility to see that their child receives proper legal representation and that frequent contact between the detained child and his/her caseworker is arranged.

MEDICAL ATTENTION: Any child detained in the Pittsburg County Regional Juvenile Detention Center who requires emergency medical attention due to developments arising after admission will be

taken to medical facilities in Pittsburg County. Upon development of any non-emergency illness or injury after detention, the Judge of the Juvenile Division of the District Court (User County's) shall be notified and in his/her discretion, the child may be treated in User County and transportation arranged by either law enforcement and/or the parents of said child. If the child is treated in Pittsburg County, the responsibility for payments for such services rests in the parents and/or User County. User County agrees to save and hold harmless Pittsburg County and Eastern Oklahoma Youth Services, Inc., from all payments due or expenses incurred as a result of medical treatment for such child, except such expense as may be occasioned by the negligence of either Eastern Oklahoma Youth Services, Inc. or the Pittsburg County Regional Juvenile Detention Center. When any child is treated for an emergency, the User County District Court Judge will be notified within 24 hours.

OBSERVATION NOTES: While a child is detained in the Pittsburg County Regional Juvenile Detention Center, said facility will provide, at the request of User County authorities, observation or other information on such child while in detention.

REPORTS: The person transporting a child to the Pittsburg County Regional Juvenile Detention Center shall bring a copy of the detention order including the name of the Judge authorizing detention, and all of the arrest information so that admission at the facility can be completed.

PAYMENT: The User County agrees to pay its statutorily required portion for the care of any juvenile it refers to detention, projected to be thirty-eight dollars and ninety-seven cents (\$38.97) per child per day, or the actual rate not paid by OJA, while a youth is detained at Pittsburg County Juvenile Detention Center. Should the daily rate change due to any reason, EOYS will notify the User County of the change and new rate as soon as it is practically feasible after becoming aware, but no more than 30 days after becoming aware of the rate change.

Payment for services will be made timely upon receipt from EOYS of a properly executed claim as prescribed by User County. Parties agree that such claim shall normally be submitted no later than the tenth day of each month and that reimbursement for the same will be received no later than the last day of each month. In the event of a billing error, discrepancy, or oversight, both parties agree that a revised claim may be submitted at any time after the error is discovered and proper claims shall still be paid for services rendered.

LIABILITY: The parties agree that each party shall be responsible for its own negligence, if any, in the delivery of services pursuant to this contract. Pittsburg County and Eastern Oklahoma Youth Services shall be liable only for the delivery of custodial services at the Pittsburg County Regional Juvenile Detention Center. The Courts and the Office of Juvenile Affairs shall retain all responsibility for the determination and duration of the detention of juveniles.

RENEWAL: The terms of this agreement shall be July 1, 2024 through June 30, 2025. Terms may be renewed, subject to the approval of both parties, upon the execution of a new contract effective July 1, 2024.

TERMINATION: Either party may elect to terminate this agreement early, provided thirty (30) days written notice is given to the other party.

MODIFICATION: Should it become necessary to modify any specific term of this contract at any time, this may be done upon subsequent written agreement by BOTH parties. Only terms and conditions that are specified and approved in writing by both parties shall be considered valid.

EASTERN OKLAHOMA YOUTH SERVICES, INC
802 E Wyandotte
McAlester, OK 74501


AUTHORIZED AGENT

6/6/24
DATE

PITTSBURG COUNTY BOARD OF COUNTY COMMISSIONERS


CHAIRMAN

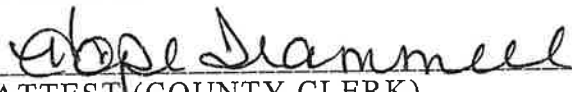
6-17-2024
DATE


MEMBER

6-17-2024
DATE

MEMBER

DATE


ATTEST (COUNTY CLERK)

6-17-2024
DATE



BOARD OF COUNTY COMMISSIONERS PITTSBURG, OKLAHOMA

This contract, consisting of seven (7) pages, made by the Board of County Commissioners, Pittsburg County, Oklahoma, hereinafter referred to as the "Board" with Eastern Oklahoma Youth Services, Inc., a nonprofit youth services organization existing under laws of the State of Oklahoma and having its principal place of business at: 802 E. Wyandotte McAlester, OK 74501; hereinafter referred to as "Agency" constitutes the entire contract between the Board and the Agency. This document supersedes all previous documents describing the relationship between the parties and the services in the fiscal year 2024-2025.

RECITALS

WHEREAS, counties are empowered to make contracts and do other acts in relations to the property and concerns of the county necessary to the exercise of corporate or administrative power, and

WHEREAS, a child is taken into custody pursuant to the provisions of 10 O.S., Sections 1101 through 1506; and the child shall be detained only if it is necessary to assure the appearance of the child in court or for the protection of the child or the public; and

WHEREAS, as of January, 1988, no child may be detained in any jail, adult lockup or other adult detention facility; and

WHEREAS, the Board of County Commissioners of any county may provide a place for the temporary detention of a child who is subject to secure detention and may construct a building or rent space for such purposes; and

WHEREAS, the Board of County Commissioners shall also have authority to enter into a contract with and to pay a public agency, private agency, or a multi-county trust for the operation of detention facility, 10A O.S. 2-3-103 and

WHEREAS, **expenses** incurred in carrying out the provisions of 10A O.S. Supp. 2-3-101 and 2-3-103 shall be paid from the general fund of the county or from other public funds lawfully appropriated for such purposes, or from private funds that are available for such purposes.

NOW THEREFORE, the parties agree as follows;

ARTICLE I. Term

This contract is effective from July 1, 2024 through the 30th day of June 2025.

ARTICLE II. Reimbursements

The County shall authorize the Agency to bill direct for the operation and maintenance of the detention facility located in Pittsburg County, Oklahoma as follows:

The sum of to \$203.06 per day per bed, whether occupied or not, which sum is money received from the State of Oklahoma, Office of Juvenile Affairs (hereinafter referred to as "OJA"), for such purpose; and in addition thereto, (1) the Agency shall contract with user counties, and bill such counties on a \$38.97 or 15% of the approved state rate, per day per bed occupied basis. (2) The Board agrees that it shall establish and maintain a Juvenile Detention Maintenance Fund of \$ 20,000.00 Maximum.

User fees from Pittsburg and other user counties, in the amount of \$38.97 or 15% of the approved state rate per day per bed occupied, shall be placed in the Juvenile Detention Maintenance Fund until the fund has reach the amount of \$20,000.00. At any time the funds drops below the 20,000.00 maximum amount, the agency will reimburse the funds from user fees at the rate of \$38.97 or 15% of the approved state rate per day per bed occupied, until the Fund again reaches the maximum amount prescribed.

Payment, however, shall be subject to the following conditions;

1. The facility must meet the state licensing requirements for Secure Juvenile Detention Facilities as set forth in 377:13-3-37 through 377:13-348.
2. Payment for services by the counties will be made only upon receipt from Agency a properly executed claim document as prescribed by the user counties. Parties agree that such claim shall be submitted no later than the 10th of each month, and that reimbursement for same shall be received no later than the last day of each month.

3. The Agency shall limit all travel reimbursements to no higher than the established reimbursement provided by the State of Oklahoma's Travel Reimbursement Act.

The Agency is required to secure a blanket bond in the amount of \$50,000.00 and is required to furnish the Board with a certificate. The Agency shall maintain current contracts with counties who are participating in the usage of the regional detention facility.

ARTICLE III. Accounting and Reporting

The Agency agrees to maintain sufficient records to show fiscal responsibilities and to maintain sufficient books, records, ledgers, and documentation for the purpose of inspection, monitoring, auditing, and evaluating the expenditures by the Agency. Financial records shall accurately account for expenditures of the funds using accepted accounting procedures, and shall reflect the total income and expenditures of the Agency from all sources. The Agency agrees to make such books, records, ledgers, and documentation records accessible at reasonable times to representatives of the Board for inspection, audit, and certification as it is deemed necessary by the Board. Fiscal records shall be maintained during the term of the contract and or a period of three (3) years following termination. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records shall be maintained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.

The Agency shall have an annual certified audit, conducted in accordance with generally accepted accounting principles, by a certified public accountant or public accountant who has a valid current permit to practice public accountancy in the State of Oklahoma, or by the State Auditor's Office.

1. The Agency shall provide a copy of the required audit report(s), including uniform financial statement and a management letter to the Board and OJA within ninety (90) days of the end of the fiscal year being audited or within thirty (30) days after the completion of the audit report, whichever comes first.
2. This Board for reasonableness may treat the cost of the audit(s) required pursuant to this section as expenditures under this contract, but subject to review.

ARTICLE IV. Insurance

The Agency agrees to procure and maintain liability insurance as required by law or regulations, including that required by state law, overall state regulations or policies of the County.

The Agency is required to furnish the Board with a Certificate of Insurance providing a minimum of \$300,000.00 for bodily injury due to possible negligence in the operation of the facility-protecting Agency against public liability. This policy must be in place by the first operational day of the facility. This certification of insurance shall be issued and signed by the carrier of the policy and represent that the agency is named as insured and that the carrier may not cancel or transfer the policy without giving a thirty (30) day written notice prior to cancellation or transfer.

The Board will be responsible for maintaining the fire and hazard insurance on the building and contents owned by the Board.

ARTICLE V. Employment Procedures

Personnel:

1. The Agency shall select and employ staff in accordance with the Requirements for Secure Juvenile Detention Centers as determined by the Office of Juvenile Affairs.
2. The Agency's current personnel policies shall be applicable for the staff employed at the facility.
3. The Agency shall select and employ personnel from Pittsburg County when possible. The Agency shall employ outside Pittsburg County when qualified people are not available in the County.

Equal Opportunity and Discrimination

The Agency and the County agree that they are Equal Opportunity Employers, and in compliance with the Federal Regulations, Title 43, Code of Federal Regulations, part 80 (which implement P.O. 88-352, Civil Rights Act of 1964) and executive orders there under; and the Rehabilitation Act of 1973, as amended including but not limited to, providing equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin, or handicap.

Grievance Procedure

The Agency shall operate a system of resolution of grievances by recipients of the services provided under this contract regarding the substance or application of any written or unwritten policy or rule of the Agency, or any decisions, behavior or action by the Agency, its agents or employees.

ARTICLE VI. Subcontracting

The service to be performed under this contract shall not be subcontracted, in whole or in part, to any other person or entity without written approval by the Board. The terms of this contract and such additional terms as the Board may require shall be included in any approved subcontract, and approval of any subcontract shall not relieve the Agency of any responsibility for performing this contract.

ARTICLE VII. Ownership Information

The Agency attest that no person who has ownership or controls interest in or is an agent or managing employee, has been convicted of a criminal offense involving moral turpitude, or relating to the person's involvement in any programs under Titles IV, XVIII, XIX, or XX of the Social Security Act since the inception of these programs and agrees to disclose to the Board the name of any person so convicted who may assume any of the positions identified herein.

ARTICLE VIII. Compliance with Law

The Agency agrees to comply with all applicable State and Federal laws, statutes, regulations, rulings or enactments or any governmental authorities that are applicable to this contract. Observance of any compliance with these requirements shall be the responsibility of the Agency without reliance on, or superintendence of, or direction by the Board.

ARTICLE IX. Reporting

The Agency must meet all State Licensing requirements applicable to juvenile detention services and centers.

The Agency Must:

1. Submit a monthly report to the Board showing the number of juveniles placed in the detention facility, and the county of jurisdiction of all juveniles placed in the detention facility during the month.

2. Submit to the Board a copy of the required audit report(s), including uniform financial statements and a management letter to the Board and OJA within ninety (90) days of the end of the contract.

3. It is understood and agreed by both parties that OJA and the Board through any authorized representatives has the right, at all reasonable times, to inspect, investigate or otherwise evaluate the service performed or being performed hereunder and the premises in which it is being performed. If any inspection, investigation or evaluation is made by the OJA or Board, the Agency shall provide all reasonable assistance for the convenience of the OJA or Board. All inspections, investigations, or evaluations shall be performed in such manner as will not unduly interfere with performance of the service and will be done in respect of rights of confidentiality to which juvenile offenders are entitled. The OJA and Board shall have access to and the right to examine program and fiscal records at any time during the period such records are required by the contract to be retained.

ARTICLE X. Cancellation

This agreement shall be cancelable for cause, upon breach of the terms of this agreement by either party only upon thirty (30) days written notice to the other party.

ARTICLE XI. Inventory

The Agency and the Board shall maintain an inventory of all properties maintained at the detention center.

All furniture and fixtures owned by the Board shall remain for the use and benefit of the juveniles in the center and shall remain the property of the Board.

All property purchased by the Agency shall remain the property of the Agency.

ARTICLE XII. Maintenance

The Agency shall be responsible for routine maintenance and upkeep of the building and grounds; however, the Agency shall not be required to make major repairs to the roof, structure, structured parts, heating and air conditioning units,

plumbing or electrical systems. For purposes of this agreement major repairs shall be defined as repair costing more than \$5000.00.

In addition thereto, parties agree that the Agency may at any time make application to the Board for financial assistance with repair costs. The Board will then determine at that time if in fact such repairs may be paid in whole or in part from the Juvenile Detention Maintenance Fund or other county source maintained by the Board.

ARTICLE XIII. Modification

All changes shall be consummated by formal written amendment agreeable to both the Board and the Agency.

SIGNATURES:

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

Dated this 17th day of June 2024.

BOARD OF COUNTY COMMISSIONERS PITTSBURG, OKLAHOMA

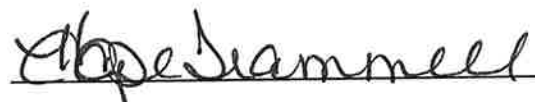

Chairman


Member

Member



Attest:



County Clerk, Pittsburg County

EASTERN OKLAHOMA YOUTH SERVICES, INC.

Executive Director

**RESOLUTION TO EXECUTE THE AGREEMENT ESTABLISHING THE ASSOCIATION OF
COUNTY COMMISSIONERS OF OKLAHOMA**

SELF-INSURED FUND

Be it remembered that on the 17th day of June, 2024, at a regular meeting of the Board of County Commissioners of PITTSBURG County ("County"), the following RESOLUTION was presented, read and adopted:

RESOLUTION

WHEREAS, the Interlocal Cooperation Act of the Oklahoma Statutes enables county governments to cooperate with each other to make the most efficient use of their powers and resources on a basis of mutual advantage; and

WHEREAS, the Association of County Commissioners of Oklahoma Self-Insured Fund ("ACCO-SIF") was created by its member counties *via* an Interlocal Agreement pursuant to the specific terms of 51 O.S. § 169 of The Governmental Tort Claims Act for the purpose of establishing a self-insured governmental risk pool for Oklahoma counties; and

WHEREAS, ACCO-SIF is an agency and/or instrumentality of its member counties and is neither an insurance company nor subject to Oklahoma's laws governing and/or regulating insurance companies (*i.e.*, Title 36); and

WHEREAS, the County, on behalf of itself, its agencies and its employees, desires to become a member of ACCO-SIF for the purpose of securing workers' compensation coverage and all services related thereto, including, but not limited to, risk management, loss prevention, claims adjustment, general advice and counsel; and

WHEREAS, the County finds that joining ACCO-SIF's membership is the best and most efficient way of securing these services.

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County, that the County joins with other Oklahoma counties in creating the Association of County Commissioners of Oklahoma Self-Insured Fund; and

BE IT FURTHER RESOLVED THAT the County hereby agrees: (1) to become a party to the Interlocal Agreement establishing ACCO-SIF (as revised and amended from time to time), and (2) to be subject to all documents governing ACCO-SIF (as revised and amended from time to time) for the purposes and in consideration of the mutual covenants contained herein; and

BE IT FINALLY RESOLVED THAT, by adoption and signing of this RESOLUTION, the County hereby executes the Interlocal Agreement establishing ACCO-SIF, and the County agrees to be bound by the provisions and terms of the Interlocal Agreement and the documents governing ACCO-SIF.


BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY


Chairman


Member

Member

Attest:


County Clerk



**ACCO SELF INSURANCE FUND
WORKERS' COMPENSATION INSURANCE QUOTE**

FOR

PITTSBURG COUNTY

COVERAGE PERIOD FROM (7-1-2024)-(6-30-2025)

PAYMENT OPTION (ONE)

\$ 272,935

DUE ON OR BEFORE JULY 31, 2024

PAYMENT OPTION (TWO)

\$ 136,468

DUE ON OR BEFORE JULY 31, 2024

\$ 140,562

DUE ON OR BEFORE JANUARY 31, 2025

λ

TOTAL PAYMENT OPTION (TWO)

\$ 277,030

INTENT TO PARTICIPATE IN ACCO-SIF
(Worker's Compensation)

PITTSBURG COUNTY

2024-2025

Payment Options:

Payment Option – 1
Payment due in full by July 31, 2024

Payment Option – 2
1st Installment due July 31, 2024
2nd Installment due Jan. 31, 2025

Decision: (mark X)

X

For binding coverage effective July 1, 2024 through June 30, 2025, ACCO-SIF accepts and authorizes issuance of the Association of County Commissioners of Oklahoma – Self Insured Fund Workers Compensation Policy incorporating the above payment option.


Chairman

Attest: 


Member

Member





Pittsburg County
Health Department

July 01, 2024

Pittsburg County Board of County Commissioners
Pittsburg County Courthouse
115 Carl Albert Pkwy
McAlester, OK 74501

Gentlemen:

We respectfully request your approval of Cheryl McElhany and Tammy Joslin as FY 25 Requisitioning Officers for the Pittsburg County Health Department and Stoney Wainscott and Mariah Allar as FY 25 Receiving Officers.

The date of appointment should be effective July 1, 2024.

Respectfully Submitted


Julian Montgomery, Regional Administrative Director

Approved by the Board of County Commissioners this 17th day of June, 2024.

Board of County Commissioners

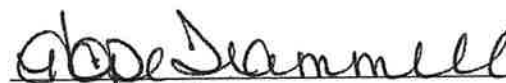

Chairman


Vice Chairman

Member



Attest:


Hope Trammell, County Clerk



Pittsburg County Health Department

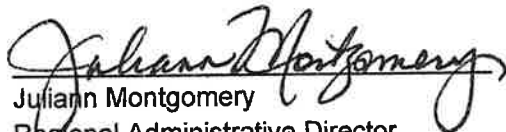
VIP Voice Services AGREEMENT

A 60-month agreement began October 15, 2020, with a monthly billing amount of \$3,244.89. A revision on October 1, 2021, to include an increase of \$300.00 monthly for Internet Upgrade cost for a total monthly cost of \$3544.85

Provisions pertaining to FY 25 begin on July, 2024, and terminating on June 30, 2025.

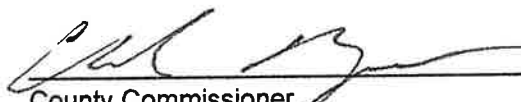
Agreement will automatically renew each fiscal year pending available appropriations for a total of sixty (60) months with the final end date being October 15, 2025.

Pittsburg County Health Department
1400 E. College Ave.
McAlester, OK 74501


Juliann Montgomery
Regional Administrative Director

Examined and approved this 17th day of June, 2024 by the Board of County Commissioners.


Board of Commissioners, Chairman


County Commissioner

County Commissioner



Attest: 
County Clerk



We have prepared a quote for you

VIP Voice Services - 2020 Expansion Project

Quote # 006785

Version 1

Prepared for:

Pittsburg County Health Department

Juli Montgomery
JuliM@health.ok.gov



Solution Overview

Item	Description	Price	Qty	Ext. Price
------	-------------	-------	-----	------------

Thank you for giving us this opportunity to present our proposal. VIP Voice Services is committed to working with you and providing unmatched customer service.

The following solution was engineered for **Pittsburg County Health Department** and includes the scope of work below:

Pittsburg County

-Dial Tone Provisions-

- (x1) E911 Locations
- (x25) Voice Lines (Ea. Includes a Call Path, 1 Local Phone Number, & Unlimited Usage)
- (x3) FAX Seats (Hosted and/or Physical Machines)
- Caller ID Name & Number
- Disaster Routing
- Connectivity Monitoring Service

-Phone System Provisions-

- (x95) 24-Button Digital Telephones with Digital Displays (9508)
- (x7) Wall Mount Kits for Phones
- (x10) Button Modules
- (x32) SCN Channels for Concurrent Voice Calls Between Networked Systems
- (x25) Licensed SIP Trunk Paths (External Calls)
- (3) Wireless Conference Phone with Expansion Mic's
- Platinum Service & Support Agreement

-Network & Infrastructure Provisions-

- Deployment of WiFi Network for use at County's Discretion (7 Access Points)
- *County already has separate internet – goal will be to utilize this existing connection if possible. If additional connection is deemed necessary, that will be an added expense to the County
- (1) Large Rack-Mounted Battery Backup / UPS
- (1) Paging Adapter
- (1) 24-Port Network Switch for Device Connectivity
- (1) 24-Port Cat6 Patch Panel for New Cables (Any new wiring to be provided by County and installed by Mark Dahl)

Please review this quote to confirm our offer meets your business needs. Sales tax and insurance coverage is not included in this estimate. Any unforeseen issues that arise during the installation, that is outside VIP's contracted scope of work, will be notified to the customer and billed on a time and material basis to rectify, fix or replace upon customer approval. If you have any questions or concerns regarding the proposal, please feel free to contact us. Otherwise, you may digitally sign this document to get the quote processed.

PO Box 1117
Coweta, OK 74429
<http://www.vipvoiceservices.com>
(918) 279-7001



VIP Voice Services - 2020 Expansion Project

Prepared by:

VIP Technology Solutions Group, LLC
Colby Cook
918-279-7033
Fax (918) 279-7096
colby@viptsg.com

Prepared for:

Pittsburg County Health Department
1400 E College Ave
McAlester, OK 74501
Juli Montgomery
JuliM@health.ok.gov
(918) 423-1267

Quote Information:

Quote #: 006785
Version: 1
Delivery Date: 07/02/2020
Expiration Date: 07/26/2020

Recurring Expenses Summary

Description	Amount
Expansion Project with EaaS - 60mo	\$3,244.85

Recurring Total: **\$3,244.85**

Taxes, shipping, handling and other fees may apply. Prices in the Quotation are excluding sales tax, any other taxes, fees, or duties. All applicable taxes will be assessed at time of invoicing. We reserve the right to cancel orders arising from pricing or other errors.

Terms & Conditions for Voice, Internet and Rental Agreement Documentation when applicable, must be signed along with the 1st Months payment to complete the order process.

Any unforeseen issues that arise during the installation, that is outside VIP's contracted scope of work, will be notified to the customer and billed on a time and material basis to rectify, fix or replace upon customer approval.

Signature 

Date 7/17/20

VoIP SERVICE TERMS AND CONDITIONS FOR APPENDIX REFERENCES



This agreement between VIP Voice Services, LLC and Pittsburg County Health Department (hereinafter referred to as "Customer") is related to the Telephony "Dial Tone" or "Internet" services provided by VIP Voice Services, LLC. Said services are described in the attached quote(s) numbered 6785 and furthermore referenced as Appendix A (Appendix B, C, D, etc. if applicable). Said quotes shall define the pricing structure and billing cycles for services rendered to Customer by VIP Voice Services, LLC.

SERVICE

VIP Voice Services® provides telecommunications services, including local exchange telephone service, on a month-to-month basis according to residential or business subscriber agreements (Contract). Once service is installed, you may terminate the Contract by giving VIP Voice Services no less than 36 hours notice provided by telephone or non-electronic written submission, and full payment of the remaining unpaid balance under the Contract. Early termination of the Contract will result in payment in full of the remaining contract agreement. For the purpose of computing charges, a month is considered to have 30 days. For a description of subscribed services and all applicable rates as they will appear on the bill, please refer to the Contract that summarizes the specific services you have requested. The terms and conditions of all Contracts are subject to the regulations in VIP Voice Services' Local Exchange Tariff (Tariff) for the particular exchange for which service is to be furnished. The Tariff is on file with the Public Utility Commission of Oklahoma (Commission) and may be viewed on VIP Voice Services' website at www.vipvoiceservices.com. Failure to make payments for charges for telecommunications services incurred under the Contract and Tariff will result in disconnection of service following notification. Failure on your part to observe contractual and tariff regulations shall give VIP Voice Services the right to cancel the Contract and discontinue the furnishing of service without notice. The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of the law. Customer abandonment of equipment or service is regarded as a voluntary termination of the Contract, requiring full payment of the remaining unpaid balance under the Contract.

AVAILABILITY OF FACILITIES

VIP Voice Services will use reasonable efforts to make services available to you on or before a particular date, but does not guarantee availability by any such date and will not be liable for any delays in commencing service to any customer. VIP Voice Services reserves the right to limit or to allocate the use of existing facilities, or of additional facilities, when necessary because of lack of facilities, or due to some other cause beyond the company's control. The furnishing of telecommunications services is subject to the continuing availability of all necessary rights and facilities and is limited to the capacity of VIP Voice Services' facilities and facilities VIP Voice Services may obtain from other carriers from time to time as required at its sole discretion.

EMERGENCY 911 AND E911 SERVICES

VIP Voice Services' VoIP service provides 911 or E911 emergency calling access to police, fire and medical services. By entering into the Contract, Customer agrees and consents to the release of information under the 911 or E911 services. With E911 service, when you dial 911, your telephone number and registered address is simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. Customers in locations where the emergency center is not properly equipped to receive your telephone number and address have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your location, so you must be prepared to give them this information. Until you give the operator your phone number, they may not be able to call you back or dispatch help if the call is not completed, dropped or disconnected.

If Customer has call forwarding, do not disturb, or other features programmed and in use at the time Customer dials a 911 call and Customer's 911 call is interrupted, the emergency dispatcher may not be able to call Customer back at the phone from which Customer dialed the call. Existing emergency response systems are not always technically capable of receiving and/or passing routing information properly. Accordingly, emergency personnel may not be able to identify your phone number in order to call you back if your call is not completed, dropped or disconnected, or if you are unable to speak to tell the emergency dispatcher or operator your phone number and/or if the service is not operational for any reason.

Additional 911/E911 information for VIP Voice Services digital phone service Customers:

If you do not provide the correct address when you register for the services or if you relocate your VIP Voice Services EMTA Equipment to a new address and do not register the new address with VIP Voice Services, 911/E911 may fail in two ways: (i) 911/E911 calls may be misdirected to the wrong emergency authorities, and (ii) emergency authorities will be given the wrong address for the origin of your E911 calls. Do not relocate the VIP Voice Services EMTA Equipment for any reason without contacting VIP Voice Services Communications and following the procedures outlined in the section describing VIP Voice Services EMTA Equipment.

During service outage, service suspension, power failure or disruption, 911/E911 will not function in the event of a power failure that extends beyond exhaustion of the VIP Voice Services EMTA Equipment battery or other disruption in service, such as termination or suspension of your account or service by VIP Voice Services for nonpayment or your breach of the Agreement.

ADVANCE PAYMENTS

When applying for service, you will be required to make advanced payments of recurring and non-recurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by VIP Voice Services. In addition, where special construction is involved, advanced payments of the quoted construction charges will be required at the time of application. Service may be denied or discontinued for failure to furnish advanced payments.

PRE-INSTALLATION CANCELLATION FEE

If customer denies service from VIP after contracts have been signed, prior to installation of product, services and hardware, there will be a \$250 fee assessed for contract cancelation.

CANCELLATION OF SERVICE BY CUSTOMER

After all product, services and hardware is delivered onsite, If the customer cancels service for any reason, the customer hereby agrees to Fund the Contract term respect to which any representation given in connection with this Program or any provision contained in this Agreement of the Funded Contract. The buyout contract shall be VIP's net services/hardware agreement unpaid balance then due, plus all future payments contemplated within the transaction including equipment residual, plus all taxes due or accrued and out-of-pocket expenses incurred in connection with any collections efforts, including but not limited to reasonable attorney's fees and legal costs arising in any legal action, whether by or against VIP, and all expenses of retaking, storing, restoring and remarketing the equipment, if any.

NUMBER PORTABILITY

At your request, VIP Voice Services will "port," or transfer, your current telephone number upon transferring service from another carrier in the same service area. You must have the previous carrier's balance paid in full in order to port your number. It is not necessary to change telephone numbers when transferring service, unless you request a new telephone number.

CUSTOMER PAYMENT OF BILL

You are responsible for payment of all charges for services furnished by VIP Voice Services that appear on your monthly bill, including charges for telecommunications services originated and/or charges accepted at your telephone. Bills for local exchange service will normally be rendered monthly, will show the period of time covered by the billings, the bill due date, and a clear listing of all charges due and payable. Recurring charges will be billed monthly, in advance of the month in which service is provided, except for usage sensitive charges, which will be billed monthly for the preceding billing period. Bills are due by the close of business on the payment due date printed on your bill. If the due date shown on the bill falls on a holiday or weekend, the due date is extended to the next business day. VIP Voice Services will impose a late payment fee to any payment that is not received by the due date on the bill.

ADMINISTRATIVE FEES

VIP Voice Services reserves the right to impose on its customer's reasonable administrative fees in order to safeguard interests in providing service to the general public, and as a result of failure to make prompt payment on bills.

LATE PAYMENT FEE

If the whole or a portion of your payment is received after the payment due date, VIP Voice Services will impose a late payment fee of \$15.00.

RETURNED CHECK CHARGE

You will be assessed a charge of \$30.00 for each check, bank draft, or electronic funds transfer which a financial institution refuses to honor.

COLLECTION FEES

In the event VIP Voice Services incurs fees or expenses, including attorney's fees due to the collection of delinquent debt, you will be liable to VIP Voice Services for the payment of all such fees and expenses that are reasonably incurred.

REGULATORY FEES AND TAXES

You are responsible for the payment of line items on your bill associated with regulatory and non-regulatory assessments and surcharges, franchise fees, privilege and license fees, and local, state and federal taxes assessed upon VIP Voice Services by governmental jurisdictions, all of which are separately designated on your bill. Any taxes imposed by a local jurisdiction (i.e., county and municipality) are recovered only from those customers residing in that local jurisdiction.

FEDERAL UNIVERSAL SERVICE FUND (FUSF) FEE


FUSF is a federal fee for a fund that helps bring affordable basic phone service to all Americans, including schools, libraries and rural health care providers. All telecommunication companies, including long distance, local, wireless and pay phone providers, add this charge to cover their required support for the fund. The fee is set by the FCC.

STATE SALES TAX AND LOCAL SALES AND USE TAXES

According to state law, state and local taxes are levied on tangible personal property and taxable services, including amusement services, cable television services, personal services, repair and remodeling services, aircraft services, telecommunications services, real property services, and data processing services. These taxes are considered a part of the total sales price of the telecommunications services provided by VIP Voice Services. State sales taxes, and local sales and use taxes are collected by VIP Voice Services on a monthly basis and the proceeds are passed on to the appropriate state or local governmental entity. Eligible tax exempt entities are entitled to a waiver of state sales taxes, and local sales and use taxes.

TERMS & CONDITIONS

The initial term of this agreement is 60 months from the date of VIP Voice Services authorized signature. Early termination by the customer during the initial 60-month period will result in the full balance of the remaining months becoming due at time of termination notice. If there are any unpaid balances against this agreement from billing periods prior to termination notice, those unpaid balances must be paid in full for termination request to be completed. Termination of this agreement at any point in this agreement, whether during the initial 60 months or in subsequent renewal periods, requires a written 30 day notice from the customer to VIP Voice Services. Notice may be sent via email to support@vipvoiceservices.com or via US Mail to PO Box 1117, Coweta, OK 74429. The agreement will auto-renew on the anniversary date of the initial contract term and all subsequent renewal terms for a 12-month period.


Authorized Signature

7/17/20
Date



VOICE SERVICES

AGREEMENT

AGREEMENT NO.: 1553874

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Pittsburg, County Of**

ADDRESS: **115 E Carl Albert Pkwy Ste 100**

McAlester, OK 74501-5058

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

☒ SEE ATTACHED SCHEDULE

See Attached Equipment Schedule

EQUIPMENT LOCATION: **1400 E College Ave McAlester, OK 74501-4288**

TERM IN MONTHS: **60**

TOTAL MONTHLY PAYMENT AMOUNT*: **\$3,244.85** (*PLUS TAX)

ADVANCE PAYMENT*: **\$3,244.85**

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

OWNER ("WE", "US", "OUR")

VIP Voice Services

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

12149 S State Highway 51 Coweta, OK 74429-7114

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. If an advance payment is required, the amount exceeding one payment shall be applied to the last payment(s) during the term or any renewal term.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. The Total Monthly Payment Amount stated on the face of this Agreement consists of an amount payable to us under the terms of this Agreement (the "Equipment Payment") and the initial amount payable to us under a separate statement of work, IT service agreement or other arrangement for network and/or software support services, equipment maintenance and/or other professional IT services relating to your IT network (the "Service Payment"). The initial Service Payment is 41.01% of the Total Monthly Payment Amount. We will invoice you for the Total Monthly Payment Amount on one invoice for your convenience. If the amount of the Service Payment is adjusted during the term of this Agreement in accordance with your statement of work or IT service agreement, we will invoice you for the updated Service Payment after the effective date of such adjustment. You will look solely to us for performance under any such arrangement or to address any disputes arising thereunder.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) we receive written notice from you, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.



Pittsburg County
Health Department

PITNEY BOWES

A 60-month agreement beginning August 30, 2021 with a quarterly billing amount of \$439.80 for the initial 12 months followed by a quarterly billing amount of \$547.20 for the remainder of the agreement.

(1) Sendpro C Auto Mailing System

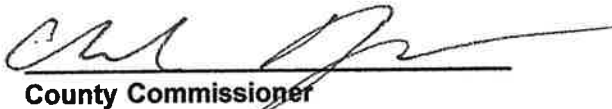
This agreement included an annual renewal based on available appropriated funding per each fiscal year for a total of sixty (60) months with the final end date being August 30, 2026.

Pittsburg County Health Department
1400 E. College Ave.
McAlester, OK 74501


Juliann Montgomery
Regional Administrative Director

Examined and approved this 17th day of June, 2024 by the Board of County Commissioners.



Board of Commissioners, Chairman


County Commissioner

County Commissioner



Attest:


County Clerk

Agreement Number

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

PITTSBURG COUNTY HEALTH DEPARTMENT

Sold-To: Address

1400 E COLLEGE AVE, MCALESTER, OK, 74501-4288, US

Sold-To: Contact Name

Laurie Martin

Sold-To: Contact Phone #

9184231267

Sold-To: Account #

0012215866

Bill-To: Address

1400 E COLLEGE AVE, MCALESTER, OK, 74501-4288, US

Bill-To: Contact Name

Laurie Martin

Bill-To: Contact Phone #

9184231267

Bill-To: Account #

0012215866

Bill-To: Email

lauriem@health.ok.gov

Ship-To: Address

1400 E COLLEGE AVE, MCALESTER, OK, 74501-4288, US

Ship-To: Contact Name

Laurie Martin

Ship-To: Contact Phone #

9184231267

Ship-To: Account #

0012215866

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCAUTO	SendPro C Auto
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C5CC	Sendpro C Auto 95
1	CAAB	Basic Cost Accounting
1	ME1A	Meter Equipment - C Series
1	MP8'	C Series Integrated Scale
1	MP8'-15	C-Series 15lb/7kg Upgrade
1	NV50	InView Dashboard 1 unit DM125/DM225
1	NV90	InView Subscription

1	NV90KIT	InView Welcome Kit
1	NV99	InView MMS Base Software
1	NV99KIT	InView Welcome Kit
1	PAB1	C Series Premium App Bundle
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro C Auto)
1	ZH24	Manual Weight Entry
1	ZH29	HZ03 95 LPM Speed
1	ZHC5	SendPro C500 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWH	15lb/7kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months		Initial Payment Amount:	
Number of Months		Monthly Amount	Billed Quarterly at*
12		\$ 146.60	\$ 439.80
48		\$ 182.40	\$ 547.20

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- () Tax Exempt Certificate Attached
- () Tax Exempt Certificate Not Required
- (X) Purchase Power® transaction fees included
- () Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSP016-169897; SW1008

State/Entity's Contract#

Lesse Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Kevin Greear

kevin.greear@pb.com

Account Rep Name

Email Address

PBGFS Acceptance



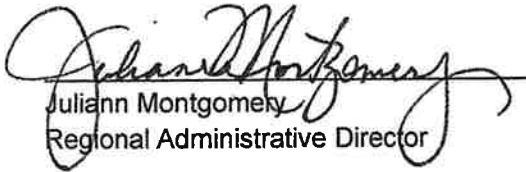
Pittsburg County Health Department

STANDLEY SYSTEMS

A 60-month agreement began April 1, 2023 with a quarterly lease billing amount of \$781.05 and a quarterly maintenance fee of \$0.0070 per B/W copy and \$0.045 per color copy.

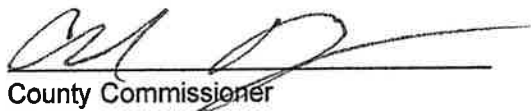
Agreement will automatically renew each fiscal year pending available appropriated funds for a total of sixty (60) months with the final end date being April 1, 2028.

Pittsburg County Health Department
1400 E. College Ave.
McAlester, OK 74501


Juliann Montgomery
Regional Administrative Director

Examined and approved this 17th day of June, 2024 by the Board of County Commissioners.


Board of Commissioners, Chairman


County Commissioner

County Commissioner



Attest: 
County Clerk

The Lease Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Standley Systems, LLC or discussed by the parties. The parties agree to use this Lease Agreement or a document substantially similar in form. This Lease Agreement is a Contract Document stemming from Oklahoma State Contract 1013 ("SW1013").



APPLICATION NO.

CONTRACT NO.

The words "you" and "your" refer to the customer. The words "Owner," "we," "us" and "our" refer to Standley Systems LLC.

CUSTOMER INFORMATION

FULL LEGAL NAME:

PITTSBURG COUNTY HEALTH

BILLING ADDRESS:

1400 E COLLEGE AVE MCALESTER OK 74501-4288

FEDERAL TAX I.D. #:

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE):

NAME OF PRINCIPAL:

PERCENTAGE OWNERSHIP OF BUSINESS

%

☐ SEE ATTACHED SCHEDULE

EQUIPMENT DESCRIPTION AND PAYMENT TERMS

EQUIPMENT DESCRIPTION AND PAYMENT TERMS						
QUANTITY	MAKE, MODEL NUMBER, ACCESSORIES AND SERIAL NUMBER	NOT FINANCED UNDER THIS AGREEMENT	MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
			MONO	COLOR	MONO	COLOR
1	IMC6000	<input type="checkbox"/>			.007	.045
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TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)						

METER OVERAGE FREQUENCY*: ☒ MONTHLY ☐ QUARTERLY ☐ SEMI-ANNUALLY ☐ ANNUALLY
 *IF NONE OF THE BOXES HAVE BEEN CHECKED, FREQUENCY SHALL DEFAULT TO "MONTHLY"

LEASE TERM IN MONTHS: 60 MONTHLY BASE PAYMENT AMOUNT*: \$260.35

CONTRACT

The Customer understands and agrees that execution of this Agreement obligates the Customer to a multiple year lease obligation, subject to the non-appropriation clause of the state contract.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

DATED _____ CUSTOMER _____

SIGNATURE

TITLE

OWNER ACCEPTANCE

Standley Systems LLC

SIGNATURE

TITLE

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

IMAGE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under the Image Allowances each period during the term of this Agreement. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to allow us to install a Data Collection Agent ("DCA") to facilitate the processing of meter readings. If a DCA is not installed or is disabled, you will provide us by telephone, email or facsimile with the actual meter readings when we so request. If we request you to provide us with meter readings and you fail to do so within seven business days of our request, then we may estimate the number of images made and invoice you accordingly. If three consecutive requests for actual meter readings go unanswered, a technician shall be dispatched to the Equipment to gather the meter readings and a charge of \$25.00 per device will be assessed to you. No retroactive adjustments will be made to the estimated meter readings. You agree that the Base Payment Amount and the Excess Image charges may be proportionately increased at any time if our estimated average page coverage is exceeded. s.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertible against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Oklahoma except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. If we secure insurance on the Equipment, we will name you as an additional insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all applicable taxes and fees relating to the Equipment and this Agreement.

END OF TERM. At the end of the term of this Agreement (the "End Date"), you will timely return the Equipment, to the location mutually agreed upon by the parties. If, through no fault of our own, the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for reasonable repair costs not due to normal wear and tear. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. **DEFAULT/REMEDIES.** If a payment becomes 45 days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) by notice to Customer and to the extent permitted by law, all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Any fees and amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. With notice - customer, you authorize us to either insert or correct the Agreement number, serial numbers, model numbers. All other modifications to the Agreement must be in writing signed by each party.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement and to the best of your knowledge: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement from your tax or general revenues; and (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location mutually agreed upon), provided that at least fifteen (15) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

w.000455-UP03AMNoPG(RL)_0420

Customer Approval

Vendor Name Standley Systems (Signature)

Bill To:

Ship To:

Name:

Agency/Dept:

Address:

City:

State:

Zip:

Phone:

Fax:

Email:

Pick up (ID Numbers)

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Feature/Accessory

Description

List Price

% off List

Oklahoma Price

36-Month Lease

48-Month Lease

60-Month Lease

Base Model - IM C6000

Accessories

ESP XG-PCS-15D

1 BIN TRAY BN313D

BOOKLET FINISHER SR3270

INTERNAL SHIRT TRAY SH3080

BRIDGE UNIT BU3090

CABINET TYPE F

INTERNAL FINISHER SR3250

INTERNAL MULTI-FOLD UNIT FD3010

FINISHER SR3260

FINISHER SR3280

LCIT RT3040

MEMORY UNIT TYPE M37 4GB

LCIT PB3290

PAPER FEED UNIT PB3280

PUNCH UNIT PU3070 NA

PUNCH UNIT PU3080 NA

PUNCH UNIT PU3090 NA

FAX OPTION TYPE M37

FAX MEMORY UNIT TYPE M19 64MB

Print / Scan Option Accessories

IEEE 802.11A/G/N INTERFACE UNIT TYPE M19

OCR UNIT TYPE M13

IPDS UNIT TYPE M37

POSTSCRIPT3 UNIT TYPE M37

Flery Options

AUTO TRAP TYPE FS-100

COLOR CONTROLLER E-25C

EFI PRODUCTIVITY PACK

HOT FOLDERS TYPE FS100

SPOT ON TYPE FS100

418228

006428MIU

418376

418395

418343

418345

100478FNG

418378

418339

418337

418385

418358

MX418357RA

418360

418349

418327

418381

418332

418600

MX417518RA

417493

417430

418535

418408

404602

418438

007183MIU

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404601

\$ 28,399.00

\$ 385.00

\$ 645.00

\$ 4,435.00

\$ 545.00

\$ 255.00

\$ 275.00

\$ 1,749.00

\$ 4,259.00

\$ 2,125.00

\$ 3,979.00

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\$ 465.00

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\$ 8,975.66

\$ 200.20

\$ 328.95

\$ 1,463.55

\$ 272.50

\$ 124.95

\$ 129.25

\$ 612.15

\$ 2,257.27

\$ 1,020.00

\$ 1,591.60

\$ 688.50

\$ 229.81

\$ 642.60

\$ 613.49

\$ 335.72

\$ 515.57

\$ 347.71

\$ 21.78

\$ 20.80

\$ 11.38

\$ 17.48

\$ 11.79

\$ 6.25

\$ 17.48

\$ 16.69

\$ 9.13

\$ 14.02

\$ 9.46

\$ 11.45

\$ 7.72

\$ 15.28

\$ 43.29

\$ 35.33

\$ 27.74

\$ 18.73

\$ 6.25

\$ 17.48

\$ 13.62

\$ 13.62

\$ 7.45

\$ 11.45

\$ 7.72

\$ 15.28

\$ 43.29

\$ 35.33

\$ 27.74

\$ 18.73

\$ 6.25

\$ 17.48

\$ 16.69

\$ 9.13

\$ 14.02

\$ 9.46

\$ 11.45

\$ 7.72

\$ 15.28

\$ 43.29

\$ 35.33

\$ 27.74

\$ 18.73

\$ 6.25

Tammy S Joslin

From: Linda Helmer <lhelmer@standleys.com>
Sent: Monday, March 6, 2023 9:46 AM
To: Tammy S Joslin
Subject: [EXTERNAL] New Contract
Attachments: Pittsburg County Health Department C6000 lease doc.pdf; Pittsburg County Health Department C6000.pdf

Good morning, Tammy,

Happy Monday! I hope this message finds you well. Thank you for reaching out regarding the new copier contract. Please find the attached quote and new contract for a Savin IM C6000. Please feel welcome to call me 405-816-6410 if you have any question or concerns. Thank you for allowing Standleys to service Pittsburg County Health Department. Linda



Linda Helmer
Senior Government Sales Specialist
lhelmer@standleys.com
26 E. Main St., Oklahoma City, OK 73104
(405) 574-1163





Pittsburg County
Health Department

SHRED-IT


A 12-month agreement began June 29th, 2020 with a bi-weekly billing amount of \$90.30.
Provisions pertaining to FY 25 begin on July 1, 2024 and terminate on June 30, 2025.
Agreement will automatically renew each fiscal year pending available appropriated funds.

Pittsburg County Health Department
1400 E. College Ave
McAlester, OK 74501


Juliann Montgomery
Regional Administrative Director

Examined and approved this 17th day of June 2024 by the Board of County
Commissioners.


Board of Commissioners, Chairman


County Commissioner

County Commissioner



Attest: 
Pittsburg County Clerk

Service Agreement
Effective Date 06/26/2020

Service Address:

Customer/Company Name: Pittsburgh County Health Dept
Address 1: 1400 E. college ave
City / State: McAlester OK
Zip: 74501
Phone: (918) 423-1267
Fax:
Email:

Billing Information (if different to service address):

Billing Contact/Company Name:
Address 1:
City / State:
Zip:
Phone:
Fax:
Email:

Service Fees - Reference Attachment "Service Descriptions" for details					
Service Scheduled: Yes		Service Type: Off-Site	Service Frequency: Every 2 Weeks		Collection Type: Floor
Minimum Containers (Shred-it provided)		Recurring Additional Containers (Shred-it provided)			
Container Type	Container Quantity	Additional Container Quantity (at the additional container rate)	Total Unit Quantity	Additional Container Rate (for items included in the additional container qty. or for future container additions)	Unit Total Charge
Container - Std	2	3	5	\$7.60	\$22.80
Minimum Charge (per service)	\$67.50	Total Units	5	Additional Container Charge (per service)	\$22.80
Other Service Fees - Charges based on services & quantities rendered					Unit Rate
Extra Material Pricing (not in Shred-it provided bins)					
Blue Bag					\$31.31
Large Box (> 1.7-3.0 cu.ft.) / (>48-85L)					\$17.73
Large Tote(96G/360L)					\$92.75
MediumTote(64G/240L)					\$61.45
Small Box (≤1.7 cu.ft. / ≤48L)					\$11.21
XL Box (oversized)					\$33.63
*For services rendered beyond the above quantities, the total charge will increase based on the amount of units serviced at the additional container rate, extra material unit rate or the current Shred-it standard list price.					

Customer Service Agreement Notes:

Service Guarantee: Shred-it guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Shred-it by written notice to the Account Care department at the address listed below. If Shred-it fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Shred-it in good and usable condition.

Additional Fees (per service)

Minimum Charge \$67.50
Fuel & Environmental Surcharge Per Monthly Index
Recycling Recovery Surcharge Per Monthly Index

Total Service Fees (Per Service) * \$90.30
(Additional Fees and applicable Taxes may apply)

(Extra Material & Ancillary fees may apply)

During the first 12 Months of the Agreement, Shred-it will not increase the above fees
Thereafter, fees will not increase by more than 7% Annually


*The offer will expire 07/25/2020

IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below

Shred-it:

Contracting Entity: Stericycle, Inc., on behalf of itself and its subsidiaries ("Shred-it")
Name: Tony Rayburn
Title: Sales Executive
Date: Jun 26, 2020
Signature: 
D3044CB303EF400...

Customer:

Customer/Company Name: Pittsburgh County Health Dept
Name: ~~Tammy Joslin~~ Julian Montgomery
Title: Regional Director of Health
Date: 6/26/2020
Signature: 

By signing above I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions, which is an integral part of this Agreement.

TERMS AND CONDITIONS

Stericycle, Inc., on behalf of itself and its subsidiaries ("Shred-it") with offices at 28161 N. Keith Drive, Lake Forest, IL 60045 ("Shred-it"), and Pittsburgh County Health Dept with offices at 1400 E. College Ave McAlester OK 74501, ("Customer"), hereby enter into and agree as provided in this Services Agreement (the "Agreement") dated as of the 26 day of June 2020 (the "Effective Date").

1. **Document Destruction Services.** Shred-it will provide containers and related equipment ("Equipment") for the collection and storage of Customer's paper and other agreed upon materials ("CCM"). The number of containers will be determined by Shred-it. Shred-it will: (i) collect the CCM on a regularly scheduled and mutually agreed basis and (ii) destroy the CCM using a mechanical device (the "Destruction Process"). (iii) Shred-it will provide Customer with a Certificate of Destruction if requested by Customer. (iv) Shred-it will recycle or otherwise dispose of the CCM. (v) Customer shall not place in any Equipment any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, or radioactive, or any material that is illegal or unsafe. Customer shall be liable for and shall indemnify, defend and hold harmless Shred-it and its affiliates from and against all demands, claims, actions, losses, damages, and expenses, including reasonable attorney fees resulting from the placement of any prohibited materials in any Equipment. (vi) During the Term, Shred-it shall be the exclusive provider of the Services to Customer at all of its locations.

2. **Term of this Agreement.** (a) The initial term of this Agreement (the "Initial Term") will begin on the Effective Date set forth above and continue for 12 Months. This Agreement will automatically renew for successive terms of the same duration each, an "Extension Term", unless either party gives the other party at least 60 days' written notice, prior to the renewal date, of its request to terminate this Agreement. The Initial Term and each Extension Term, if any, are collectively referred to as the "Term". (b) Upon the expiration or termination of this Agreement, Customer shall pay Shred-it all amounts due for services and products provided prior to the expiration or termination (and any other amounts due to Shred-it, which may include a final pickup fee). (c) Shred-it shall have the right to retrieve its Equipment from Customer wherever located.

3. **Pricing.** Customer shall pay to Shred-it the service fees set forth on page 1 ("Service Fees") which will be fixed for the 12 Months of the Initial Term. Thereafter, Shred-it reserves the right, in its sole discretion, to increase the amount of each Service Fee from time to time. Shred-it will provide notice of any change in the Service Fees to Customer, which notice may be in the form of an invoice. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels a scheduled service or if Customer's location is closed during a scheduled service. For services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Shred-it standard list price.

4. **Payment Terms.** Customer shall pay in full each Shred-it invoice within 30 days of the date of such invoice. Any invoiced amounts not received by Shred-it within that timeframe will be subject to an interest charge of 1.5% per month (or the maximum amount allowed by law). Customer shall reimburse Shred-it for all costs that it incurs in collecting overdue amounts from Customer. Shred-it may, with notice, suspend services until any overdue amounts (plus interest charges and collection fees, if any) are paid. Customer shall also pay all taxes imposed by any governmental authority with respect to the purchase of any services and products hereunder, including all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but excluding all taxes on Shred-it's net income). Shred-it will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Shred-it.

5. **Ancillary Charges.** Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at www.shredit.com ("Schedule"), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Shred-it's discretion.

6. **Fuel, Energy, Environmental, Recycling Recovery and/or Other Surcharge.** Customer agrees that (a) Shred-it may, upon notice, at any time and from time to time, impose and adjust a fuel, environmental, metro, recycling recovery and/or other surcharge of any amount for any duration, all in its sole discretion; (b) notice of any surcharge may be in the form of an invoice; and (c) any surcharge may, from time to time, result in additional profit for Shred-it.

7. **Early Termination.** In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 8 Customer shall promptly pay Shred-it (a) all unpaid invoices and any late charges thereon; and (b) an amount equal to 50% of Customer's average monthly charge multiplied by the number of months (including any partial months) remaining until the expiration date of the Term.

8. **Default and Early Termination for Cause.** Either party may immediately terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach. Documented service or performance deficiencies by Shred-it or nonpayment by Customer of amounts rightfully owed to Shred-it or Customer's failure to comply with Shred-it policies related to the Services shall constitute a material breach.

9. **Limitation of Liability.** In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement. Shred-it's aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by Shred-it from Customer under the Agreement during the preceding twelve (12) month period prior to the alleged liability.

10. **Confidentiality.** Customer agrees to not disclose to any third parties Shred-it pricing, policies and procedures. Shred-it will keep confidential all CCM and any other confidential information provided to Shred-it in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, "confidential information" means any information provided to Shred-it in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Shred-it free of any obligation to keep it confidential prior to receipt of the same from Customer.

11. **Compliance with Laws and Policies.** Each party shall comply with all laws, rules and regulations applicable to its performance hereunder.

12. **Excuse of Performance.** Neither party will be responsible if its performance of any act(s) required hereunder (other than the payment of any amounts due) is interrupted or delayed due to any reason beyond its reasonable control.

13. **Equipment.** Customer shall have the care, custody and control of any Equipment owned by Shred-it and placed at Customer's premises and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

14. **Brokers.** Shred-it reserves the right to deal solely with the Customer and not with any third party agents of the Customer for all purposes relating to this Agreement. Customer represents and warrants to Shred-it that it is acting for its own account and not through a broker or agent. Shred-it shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

15. **Miscellaneous.** (a) This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. (b) This Agreement may be modified only by a written amendment signed by an authorized representative of each party. (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Shred-it. (d) Shred-it's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Shred-it as an employee, agent or partner of or a joint venture with Customer. (e) Any dispute arising in connection with or relating to this Agreement or between the parties ("Disputes") that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall solely and exclusively be resolved by binding and final arbitration before the American Arbitration Association ("AAA"), conducted pursuant to the Federal Arbitration Act (as the parties acknowledge that the services provided involve interstate commerce). All Disputes will be determined on an individual basis (and not as a class member or in any purported class or representative capacity, considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party, and the arbitrator or trier of fact shall not preside over any form of representative or class proceeding. The exclusive jurisdiction and forum for resolution of any Dispute shall be by arbitration, which shall take place in the state where Customer is located at the closest AAA office. (f) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. (g) No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Shred-it unless agreed to by Shred-it in writing. (h) Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full force and effect. (i) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. All waivers must be in writing and signed by the party waiving its rights. (j) Except as otherwise set forth herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions.



Secure Document Destruction

AVAILABLE AS A REGULARLY SCHEDULED SERVICE OR ONE-TIME PURGES.

Regularly Scheduled Services

- Perfect for day-to-day protection
- Secure consoles come in a variety of styles, and sizes
- Set schedule minimizing document overflow
- On-site collection from your site by Shred-it
- On-site and off-site options to suit your requirements
- Performed by Shred-it Information Security Professionals
- Barcode scanning, integral to the Secure Chain of Custody
- Shred-it Certificate of Destruction following each service

One-Time Destruction Services

- Perfect for customers with a one-time need
- On-site and off-site options to suit your requirements
- Performed by Shred-it Information Security Professionals
- Barcode scanning, integral to the Secure Chain of Custody
- Shred-it Certificate of Destruction following your service



Hard Drive Destruction

- Physical destruction ensures information is unrecoverable
- Chain of Custody process provides end-to-end security
- Risk-free alternative to stockpiling, erasing, reformatting or degaussing
- Itemized Certificate of Destruction for your files

Certificate Of Completion

Envelope Id: 2B71718931554C81BD62920B3FC28C0C
 Subject: new location For Pittsburgh County Health Dept
 Source Envelope:
 Document Pages: 3
 Certificate Pages: 4
 AutoNav: Enabled
 EnvelopeId Stamping: Disabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Delivered

Envelope Originator:
 Tony Rayburn
 tony.rayburn@stericycle.com
 IP Address: 13.108.238.8

Record Tracking

Status: Original
 6/26/2020 4:41:52 PM

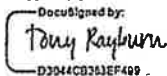
Holder: Tony Rayburn
 tony.rayburn@stericycle.com

Location: DocuSign

Signer Events

Tony Rayburn
 tony.rayburn@stericycle.com
 Sales Executive
 Stericycle Inc. - Shred it
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 D3D44C82632EF489

Signature Adoption: Pre-selected Style
 Using IP Address: 107.77.197.68

Timestamp

Sent: 6/26/2020 4:41:54 PM
 Viewed: 6/26/2020 4:42:14 PM
 Signed: 6/26/2020 4:42:29 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tammy Joslin
 tammysj@health.ok.gov
 Security Level: Email, Account Authentication
 (None)

Sent: 6/26/2020 4:42:31 PM
 Viewed: 6/26/2020 5:00:02 PM

Electronic Record and Signature Disclosure:

Accepted: 6/26/2020 5:00:02 PM
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
 Certified Delivered

Hashed/Encrypted
 Security Checked

6/26/2020 4:42:31 PM
 6/26/2020 5:00:03 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Stericycle Inc. - Shred it (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures



Pittsburg County Health Department

Nebulized Sputum Collection Contract Fiscal Year 2025

This agreement made and entered into by and between the **Pittsburg County Health Department**, hereinafter referred to as **PCHD**, and the **McAlester Regional Health Center**, hereinafter referred to as **CONTRACTOR**.

The **CONTRACTOR** agrees to perform Nebulized Collection of Sputum for patients referred by the **PCHD**.

The **CONTRACTOR** must invoice the **PCHD** for services rendered. **DO NOT INVOICE PATIENT.**

The provisions of this contract are to become effective on **July 1, 2024** and terminate on

June 30, 2025.

For the purposes of this contract, all contacts with the **PCHD** shall be directed to its representative:
Juliann Montgomery, Regional Administrative Director at 918.423.1267 ext 1509.

For the purposes of this contract, all contacts with the **CONTRACTOR** shall be directed to its representative:
Ayla Kemp, RT at 918.421.8372.

The **PCHD** shall pay the contractor \$32.00 for the procedure, medication and respiratory therapy to produce a nebulized sputum.

It is understood that the allocations are contingent upon State Funds being made available to **PCHD**.

Payment shall be made monthly upon presentation of a signed claim/invoice for services provided. Monthly invoices shall indicate the date services were rendered, the name of patient and service provided. The invoices should be submitted no later than (30) calendar days following completion in full performance of this contract and agreement. Failure to timely submit claim/invoices as provided herein, may constitute a waiver of such accrued right for reimbursement at the discretion of **PCHD**.

At the close of the contract period, the **CONTRACTOR** shall reimburse to the **PCHD** for any over payment which may have resulted during the contract period. Any reimbursement to the **PCHD** will be made within sixty (60) days after the close of the contract period. The **PCHD** may review expenditures with the **CONTRACTOR** and adjust any overpayment which may have occurred.

The **CONTRACTOR** agrees that its responsibilities within this contract are unique and may not be assigned or delegated.

The **CONTRACTOR** shall be responsible to ensure and certifies that individuals employed under the terms of the Agreement are covered under Worker's Compensation Insurance as required by Oklahoma Statutes.

CONTRACTOR agrees that any Confidential information received and collected through the delivery of services under this agreement shall be privileged communications and strictly confidential as required by the laws of the State of Oklahoma, the Codes of Professional Conduct and specifically pursuant to **Title 63 O.S. 1991, Section 1-502.2.**, and "incorporated herein in its entirety, and made a part of this contract, is the **Business Associate Agreement signed between the Parties.**"

CONTRACTOR shall be responsible for acts and omissions of its agents and employees in the violation of any confidential or privileged communications. Any act or omission deemed by **PCHD** to be a violation shall be grounds for immediate suspension or termination of this contract.



Pittsburg County Health Department

The CONTRACTOR shall commence no services for the benefit of any minor without first obtaining express written consent from a custodial parent, court appointed guardian or court authorized foster parent.

The CONTRACTOR agrees to hold harmless the PCHD of all claims, demands and liabilities resulting from any act or omission on the part of the CONTRACTOR and/or its' agents, subcontractors and employees in the performance of this contract.

The CONTRACTOR agrees to maintain required records and supporting documentation for a period of five (5) years following the conclusion of this contract period. The CONTRACTOR agrees to allow the State Auditor's Office, Oklahoma State Department of Health, PCHD, or their authorized representatives access to the CONTRACTOR'S records, books, documents, accounting procedure, practices or any other items of the service provider relevant to the contract for purpose of audit and examination, etc.

Program policies issued by the PCHD in the form of written guidelines or memos shall be reviewed by the CONTRACTOR as to applicability and adopted as mutually agreed by both parties. In the event that an audit results in the determination that payments have been made to the CONTRACTOR for unallowable costs, CONTRACTOR agrees to reimburse PCHD in full for all applicable penalties and costs determined to be unallowable.

This contract is subject to amendment at any time but only upon fully disclosed written consent by both parties. This contract is subject to termination upon thirty (30) days advance written notice by either party. Written notice must be forwarded to the following applicable addresses by Certified mail:

Pittsburg County Health Department
1400 College Avenue
McAlester, OK 74501

McAlester Regional Health Center
1 Clark Bass Blvd
McAlester, OK 74501

APPROVED:

Representing:
Pittsburg County Health Department


Juliann Montgomery
Regional Administrative Director

Date

Representing:
McAlester Regional Health Center

Shawn Howard
Chief Executive Officer

Date



Pittsburg County Health Department

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1400 College Avenue
McAlester, OK 74501

McAlester Regional Health Center
1 Clark Bass Blvd
McAlester, OK 74501


APPROVED:

Representing:
Pittsburg County Health Department

Juliann Montgomery
Regional Administrative Director

Date

Representing:
McAlester Regional Health Center

DocuSigned by:

75AC0745B82D4BA...
Shawn Howard
Chief Executive Officer

6/6/2024

Date



Pittsburg County
Health Department

Examined and approved this 14th Day of June, 2024 by the Board of County Commissioners.

Board of Commissioners, Chairman

County Commissioner

County Commissioner



Attest:
County Clerk



Pittsburg County Health Department

MEMORANDUM OF AGREEMENT Fiscal Year 2025

This agreement made and entered into by and between the **Pittsburg County Health Department**, hereinafter referred to as **PCHD**, and the **Warren Clinic / Saint Francis Hospital**, hereinafter referred to as **CONTRACTOR**.

The **CONTRACTOR** agrees to perform chest PA and Lateral projection x-rays and/or apical lordotic projection x-rays (when indicated) for patients referred by the PCHD.

If the PCHD or the Tuberculosis Control Officer deems a film unsatisfactory, the **CONTRACTOR** will repeat x-ray at No charge to the PCHD. A satisfactory film is one of appropriate penetration and contains both the lung apices and both costophrenic angles.

The **CONTRACTOR** must invoice the PCHD for services rendered. **DO NOT INVOICE PATIENT.** The provisions of this contract are to become effective on **July 1, 2024** and terminate on **June 30, 2025**.

For the purposes of this contract, all contacts with the PCHD shall be directed to its representative: Julianne Montgomery, Administrative Director at 918.423.1267 Ext 1509.

For the purposes of this contract, all contacts with the **CONTRACTOR** shall be directed to its representative: at 918.298.3341

The PCHD shall pay the contractor the Medicaid rate for the following services:

- A. \$ 14.53 per one (1) view PA chest x-ray (CPT Code 71045);
- B. \$ 19.66 per two (2) view PA and Lateral chest x-ray (CPT Code 74046);
- C. \$ 25.09 per two (2) view PA Lateral chest x-ray with apical lordotic view (CPT Code 71047).

It is understood that the allocations are contingent upon State Funds being made available to PCHD. Payment shall be made monthly upon presentation of a signed claim/invoice for services provided. Monthly invoices shall indicate the date services were rendered, the name of patient and the number and type of x-rays processed at each visit. The invoices should be submitted no later than (30) calendar days following completion in full performance of this contract and agreement. Failure to timely submit claim/invoices as provided herein, may constitute a waiver of such accrued right for reimbursement at the discretion of PCHD.

At the close of the contract period, the **CONTRACTOR** shall reimburse to the PCHD for any over payment which may have resulted during the contract period. Any reimbursement to the PCHD will be made within sixty (60) days after the close of the contract period. The PCHD may review expenditures with the **CONTRACTOR** and adjust any overpayment which may have occurred.

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CONTRACTOR agrees that any Confidential information received and collected through the delivery of services under this agreement shall be privileged communications and strictly confidential as required by the laws of the State of Oklahoma, the Codes of Professional Conduct and specifically pursuant to **Title**



Pittsburg County Health Department

~~63 O.S. 1991, Section 1-502.2, and "incorporated herein in its entirety, and made a part of this contract, is the Business Associate Agreement signed between the Parties."~~

CONTRACTOR shall be responsible for acts and omissions of its agents and employees in the violation of any confidential or privileged communications. Any act or omission deemed by PCHD to be a violation shall be grounds for immediate suspension or termination of this contract.

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The CONTRACTOR agrees to hold harmless the PCHD of all claims, demands and liabilities resulting from any act or omission on the part of the CONTRACTOR and/or its' agents, subcontractors and employees in the performance of this contract.

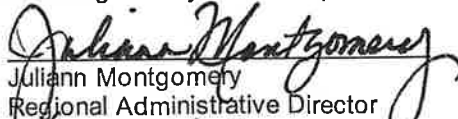
The CONTRACTOR agrees to maintain required records and supporting documentation for a period of five (5) years following the conclusion of this contract period. The CONTRACTOR agrees to allow the State Auditor's Office, Oklahoma State Department of Health, PCHD, or their authorized representatives access to the CONTRACTOR'S records, books, documents, accounting procedure, practices or any other items of the service provider relevant to the contract for purpose of audit and examination, etc. Program policies issued by the PCHD in the form of written guidelines or memos shall be reviewed by the CONTRACTOR as to applicability and adopted as mutually agreed by both parties. In the event that an audit results in the determination that payments have been made to the CONTRACTOR for unallowable costs, CONTRACTOR agrees to reimburse PCHD in full for all applicable penalties and costs determined to be unallowable.

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Pittsburg County Health Department
1400 E. College Ave.
McAlester, OK 74501

Warren Clinic/McAlester Division
1401 East Van Buren Ave.
McAlester, OK 74501


Representing:
Pittsburg County Health Department


Juliann Montgomery
Regional Administrative Director


Printed Name Date

Representing:
Warren Clinic/Saint Francis Health



 6-4-2024
Printed Name Date



Pittsburg County Health Department

MEMORANDUM OF AGREEMENT Fiscal Year 2025

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- C. \$ 25.09 per two (2) view PA Lateral chest x-ray with apical lordotic view (CPT Code 71047).

It is understood that the allocations are contingent upon State Funds being made available to PCHD. Payment shall be made monthly upon presentation of a signed claim/invoice for services provided. Monthly invoices shall indicate the date services were rendered, the name of patient and the number and type of x-rays processed at each visit. The invoices should be submitted no later than (30) calendar days following completion in full performance of this contract and agreement. Failure to timely submit claim/invoices as provided herein, may constitute a waiver of such accrued right for reimbursement at the discretion of PCHD.

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Pittsburg County Health Department

~~63 O.S., 1991, Section 1-502.2, and "incorporated herein in its entirety, and made a part of this contract, is the Business Associate Agreement signed between the Parties."~~

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The CONTRACTOR agrees to hold harmless the PCHD of all claims, demands and liabilities resulting from any act or omission on the part of the CONTRACTOR and/or its' agents, subcontractors and employees in the performance of this contract.

The CONTRACTOR agrees to maintain required records and supporting documentation for a period of five (5) years following the conclusion of this contract period. The CONTRACTOR agrees to allow the State Auditor's Office, Oklahoma State Department of Health, PCHD, or their authorized representatives access to the CONTRACTOR'S records, books, documents, accounting procedure, practices or any other items of the service provider relevant to the contract for purpose of audit and examination, etc. Program policies issued by the PCHD in the form of written guidelines or memos shall be reviewed by the CONTRACTOR as to applicability and adopted as mutually agreed by both parties. In the event that an audit results in the determination that payments have been made to the CONTRACTOR for unallowable costs, CONTRACTOR agrees to reimburse PCHD in full for all applicable penalties and costs determined to be unallowable.

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Pittsburg County Health Department
1400 E. College Ave.
McAlester, OK 74501

Warren Clinic/McAlester Division
1401 East Van Buren Ave.
McAlester, OK 74501

Representing:
Pittsburg County Health Department

Representing:
Warren Clinic/Saint Francis Health

Juliann Montgomery
Regional Administrative Director

Belinda Hill

Printed Name

Date

Belinda Hill *6-4-2024*
Printed Name Date



Pittsburg County
Health Department

Examined and approved this 17th Day of June, 2024 by the Board of County Commissioners.

Ross Selman
Board of Commissioners, Chairman

[Signature]
County Commissioner

County Commissioner



Attest: Hope Trammell
County Clerk



Pittsburg County Health Department

Contract Labor Agreement

Now, on this 17th day of June, 2024, an agreement was entered into between the **Pittsburg County Health Department**, hereafter referred to as PCHD, and **CR Mowing**, hereafter referred to as Contractor.

The purpose of this contract is to provide lawn maintenance services for the Pittsburg County Health Department (1400 E. College Ave., McAlester, OK 74501). These services will be supplied upon the request of PCHD.

The terms of this agreement will be as follows:

- Mowing, edging between concrete and grass areas;
- Blow clippings from sidewalks, driveways, etc.

Consideration for this contract is as follows:

For these services, PCHD shall pay Contractor a fee of \$250.00 per service for mowing and edging. Services will be rendered on an as needed basis not to exceed once per week.

The provisions of this contract will become effective on the 1st day of July, 2024 and terminate on the 30th day of June 2025 pending available appropriations.

ASSURANCES OF THIS CONTRACT ARE AS FOLLOWS: The Contractor agrees to the following:

1. Within the limitations placed on such entities by the laws of the State of Oklahoma, hold harmless the State of Oklahoma and the Pittsburg County Health Department from all suits, actions or claims brought as a result of any injuries or damages sustained by the contractor or his employees as a result of consequence of any neglect or misconduct by the Contractor. The Contractor certifies that he is responsible for coverage of liability and worker's compensation insurance, as required by Oklahoma Statutes.
2. This contract is subject to termination upon thirty (30) days advance written notice by either party. Written notice must be forwarded to one of the applicable addresses below.

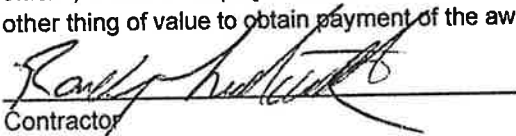
Pittsburg County Health Department
1400 E. College Ave.
McAlester, OK 74501

CR Mowing
514 E. Rock Ave.
McAlester, OK 74501


Julian Montgomery, Regional Administrative Director


Randy Loudermilk

The undersigned states the he/she has made no payment, given or donated, either directly or indirectly, to an elected official, officer or employee of the Pittsburg County Health Department or the State of Oklahoma, of money, or any other thing of value to obtain payment of the award of this contract.


Contractor

Subscribed and sworn to before me this _____ day of _____, 2024

Notary Public



Pittsburg County
Health Department

Examined and approved this 17th day of June, 2024 by the Board of County Commissioners.

Ron Selman
Board of Commissioners, Chairman

[Signature]
County Commissioner

County Commissioner

ATTEST:

Hope Trammell
County Clerk





Pittsburg County
Health Department

**HappyOrNot
Fiscal Year 2025**

Lease/Subscription for Client Survey System as outlined in attached agreement. Initial year amount of \$12,716.00.
*If Health Department opts to renew for Fiscal Year 2026, the renewal amount will be \$9144.00.

Due to the system being used across a nine-county district, the cost will be split based on the size of the counties with small counties paying 8% and large counties paying 15% of the overall cost. Amounts listed below will be billed once equipment has been received and paid for by Pittsburg Co Health Department:


Atoka, Choctaw, Coal, Latimer and Pushmataha, 8% of overall amount = \$1017.28 each.
Bryan, LeFlore, McCurtain and Pittsburg, 15% of overall amount = \$1907.40 each.
*Split cost by county will be adjusted based on the annual amount of \$9144.00 for FY26.

Pittsburg County Health Department
1400 E. College Ave.
McAlester, OK 74501


Juliann Montgomery
Regional Administrative Director

Examined and approved this 17th day of June, 2024 by the Board of County Commissioners.


Board of Commissioners, Chairman


County Commissioner

County Commissioner



Attest: 
County Clerk



HAPPYORNOT AMERICAS INC.
1500 Gateway Blvd Unit 201-B
Boynton Beach FL 33426
United States of America

Exhibit A - Order Form

Quote #:
Date:
Expires On:

Q-93410
Jun-5-2024
Jun-21-2024

Address details:

Subscriber (Customer) Legal Address

Oklahoma State Department of Health
1400 E College Ave
McAlester Oklahoma 74501
United States
EIN/TaxID:

Subscriber (Customer) Contact Person

Full Name: James Schulz
E-mail: james.schulz@health.ok.gov
Phone: 4058626746

Invoice Delivery Address

Oklahoma State Department of Health
1400 E College Ave
McAlester OK 74501
United States

Subscription Details:

Subscription Start Date*: Jul-1-2024
Subscription End Date*: Jun-30-2025

Payment Terms: Net 30

No automatic renewal under clause 6.4 of MSA

Products and Services:

Product	Quantity	Start Date	End Date	Order Term	Type	Annual / Unit Price	Total Price
Service Setup Fee (Smiley Touch)	1	Jul-1-2024	—	12	One-Time	USD 659.00	USD 659.00
Subscription - HW (Smiley Touch)	1	Jul-1-2024	Jun-30-2025	12	Annual	USD 325.68	USD 325.68
Subscription - SaaS Professional (Smiley Touch)	1	Jul-1-2024	Jun-30-2025	12	Annual	USD 1,200.00	USD 1,200.00
Cargo - Region D (Separate address)	1	Jul-1-2024	—	12	One-Time	USD 105.00	USD 105.00
Service Setup Fee (Smiley Touch)	1	Jul-1-2024	—	12	One-Time	USD 659.00	USD 659.00
Subscription - HW (Smiley Touch)	1	Jul-1-2024	Jun-30-2025	12	Annual	USD 325.68	USD 325.68
Subscription - SaaS Professional (Smiley Touch)	1	Jul-1-2024	Jun-30-2025	12	Annual	USD 1,194.24	USD 1,194.24
Cargo - Region D (Separate address)	1	Jul-1-2024	—	12	One-Time	USD 105.00	USD 105.00
Service Setup Fee (Smiley Terminal)	2	Jul-1-2024	—	12	One-Time	USD 279.00	USD 558.00
Smiley Terminal Standard Branding	2	Jul-1-2024	—	12	One-Time	USD 0.00	USD 0.00

Product	Quantity	Start Date	End Date	Order Term	Type	Annual / Unit Price	Total Price
Subscription - HW (Smiley Terminal)	2	Jul-1-2024	Jun-30-2025	12	Annual	USD 76.20	USD 152.40
Subscription - SaaS Essentials (Smiley Terminal)	2	Jul-1-2024	Jun-30-2025	12	Annual	USD 940.20	USD 1,880.40
Cargo - Region D (Separate address)	2	Jul-1-2024	—	12	One-Time	USD 105.00	USD 210.00
Service Setup Fee (Smiley Terminal)	4	Jul-1-2024	—	12	One-Time	USD 279.00	USD 1,116.00
Subscription - HW (Smiley Terminal)	4	Jul-1-2024	Jun-30-2025	12	Annual	USD 76.20	USD 304.80
Subscription - SaaS Essentials (Smiley Terminal)	4	Jul-1-2024	Jun-30-2025	12	Annual	USD 940.20	USD 3,760.80
Cargo - Region D - Smiley Wall/Rail (Separate address)	4	Jul-1-2024	—	12	One-Time	USD 40.00	USD 160.00
TOTAL:							USD 12,716.00

Recurring Annual Total: USD 9,144.00
First year total: USD 12,716.00

- *If this Order Form is executed and/or returned to HappyOrNot by Subscriber (Customer) after the Subscription Start Date above, HappyOrNot may adjust the Subscription Start Date and End Date, without increasing the Total Price, based on the date HappyOrNot activates the Service and provided that the total term length does not change.
- HappyOrNot's Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities in connection with any Order Forms. Subscriber (Customer) is responsible for paying all such taxes, levies or duties, excluding only taxes based solely on HappyOrNot's income. If HappyOrNot has the legal obligation to pay or collect taxes for which Subscriber (Customer) is responsible for (e.g., VAT within the territory of European Union or Sales Tax in the USA), the appropriate amount will be invoiced to and paid by Subscriber (Customer) unless Subscriber (Customer) provides HappyOrNot with a valid tax exemption certificate authorized by the appropriate taxing authority before the invoice is issued.
- Order Form(s), together with Master Subscription Agreement, Addendum(s), Exhibit(s), Appendix(es) and/ or SOW (if any), including any other terms referenced therein, or any other Agreement entered into between the Parties, comprises the entire Agreement between Subscriber (Customer) and HappyOrNot regarding the subject matter of this Agreement, and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding such subject matter, and may only be modified by a written document signed by duly authorized representatives of both Parties.

Signatures:

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives signing below, execute and agree to be legally bound by the terms and conditions contained in this Agreement:

HAPPYORNOT AMERICAS, INC.

SUBSCRIBER

Signature:

Signature:

Name:

Name:

Title:

Title:

Date: _____

Date: _____

MASTER SUBSCRIPTION AGREEMENT

1. PARTIES

This Master Subscription Agreement of HappyOrNot (the "Agreement") shall apply to provision of Service and Appliance(s) and any other services and related materials, documents and media by HappyOrNot (including its respective Affiliates) to the customer (the "Subscriber") identified in the Order Form(s), including its respective Affiliates. HappyOrNot and Subscriber are individually referred as a "Party" and collectively as the "Parties" except as otherwise explicitly agreed in the agreement (the "Agreement") that incorporates this Master Subscription Agreement.

2. OWNERSHIP OF SERVICE & SUBSCRIBER DATA

2.1 Ownership and Use of the Service and Appliance(s). The Service, as well as the hardware platform, the data processing infrastructure, the software providing all or part of the functionality of the Service and the Appliance(s), the data processing and telecommunications hardware incorporated into the Appliance(s), and the software providing all or part of the functionality of the Appliance(s), are the property of HappyOrNot and its licensors, and are protected by copyright, patent, trade secret and other intellectual property right laws. HappyOrNot and its licensors retain any and all right, title, and interest in and to the Service, the Appliance(s) and their underlying functionality (including, without limitation, all Intellectual Property Rights), including all copies, modifications, extensions, and derivative works thereof. Subscriber shall not dismantle or reverse engineer the Appliance(s). Subscriber's right to use the Service and the Appliance(s) is limited to the rights expressly granted in this Agreement and applicable Order Form(s). All rights not expressly granted to Subscriber are reserved and retained by HappyOrNot and its licensors.

2.2 Ownership and Use of Subscriber Data. All Subscriber Data are the property of Subscriber, and Subscriber retains any and all right, title, and interest in and to the Subscriber Data, including all copies, modifications, extensions and derivative works thereof made by Subscriber. HappyOrNot's use of Subscriber's Data will be limited to providing the Service to Subscriber and otherwise satisfying its obligations under this Agreement; provided however, that nothing in this Clause 2.2 or anywhere else in this Agreement shall prevent HappyOrNot from using Subscriber's Data in an aggregated and anonymized manner that does not include personally identifiable information and/or personal information to optimize existing algorithms, features, or functionality, to develop new algorithms, features, or functionality, or otherwise to modify, improve, or enhance the Service, in HappyOrNot's sole discretion.

3. GRANT OF RIGHTS

Subject to the terms of this Agreement, HappyOrNot hereby grants to Subscriber a non-exclusive, non-perpetual, non-transferable (except as specified in Clause 17.2 (Assignment)), worldwide, royalty-free right and license: (i) to install the Appliance(s) at authorized locations as set forth in applicable Order Form(s), and (ii) to access and use the Service during the service term set forth in applicable Order Form(s) in accordance with the limitations of this Agreement and the terms of applicable Order Form(s) (e.g., any transaction volume terms and limitations to particular Subscriber legal entities, business units, projects, brands, products and/or services set forth therein). Subscriber is granted the foregoing right and license to use the Service, as well as any analytics, reports, or other results of the Service provided by HappyOrNot or otherwise in connection with use of the Service, exclusively for Subscriber's internal business purposes, to optimize its business practices, or to evaluate and modify its internal policies or procedures.

4. SUBSCRIBER RESPONSIBILITIES

4.1 Subscriber Responsible for User Accounts. Subscriber is responsible for all activity occurring under Subscriber's User accounts (except to the extent any such activity is caused by HappyOrNot), and for complying with all applicable laws and regulations in using the Service and the Appliance(s). Subscriber also must: (a) notify HappyOrNot promptly upon becoming aware of any unauthorized use of any Subscriber password or account (or any other breach of security of the Service or any tampering with the Appliance(s)), and (b) notify HappyOrNot promptly upon becoming aware of, and stop, any unauthorized copying, distribution, or other misuse of any aspect of the Service or the software providing its functionality.

4.2 Use Restrictions. Subscriber shall not, without HappyOrNot's prior written consent, cause or permit: (a) use or other commercial exploitation of any element of the Service or the Appliance(s), except to the extent expressly permitted by this Agreement (Subscriber may allow its own customers to access the functionality or output of the Service, via interfaces, portal applications and the like, solely for Subscriber's internal business purposes in accordance with applicable Order Form(s)); (b) creation of any modifications or derivative works of the Service, the Appliance(s), or any element or component of either; (c) reverse engineering of the Appliance(s), the Service, or any or all of its functionality; (d) gaining of unauthorized access to components of the Appliance(s) or the Service or its related systems or networks (for example, by impersonation of another user of the Service or provision of false identity information); or (e) interference with or disruption of the integrity or performance of the Service or the data contained therein (for example, via unauthorized benchmark testing or penetration testing). HappyOrNot reserves the right to take all steps reasonably necessary to protect the security, integrity, or availability of the Service (e.g., by temporarily suspending access by anyone who introduces malicious code or attempts to do so), notwithstanding anything to the contrary in this Agreement.

4.3 Internet Access. Subscriber must have Internet access to access the full functionality of the Service.

4.4 Recommended Equipment. HappyOrNot shall not be responsible for problems associated with Subscriber's access to or use of the Service using equipment not recommended by HappyOrNot, i.e., hardware older than seven (7) years old, and/or unsupported web-browser with out-of-date updates.

5. PRIVACY, DATA PROTECTION, SECURITY, CONTINUITY & SUPPORT

5.1 Compliance with Privacy Laws. HappyOrNot will use Subscriber's Data only as permitted by Privacy Laws and this Agreement. Notwithstanding the foregoing, if complying with Privacy Laws would materially change HappyOrNot's costs or risks in providing the Service (including, without limitation, by requiring HappyOrNot to relocate its data centers, or requiring HappyOrNot to operate in violation of any United States laws), each Party will have the right to terminate the Agreement (including all applicable Order Forms) upon at least thirty (30) days prior written notice to the other Party. In the event of such termination, Subscriber's sole right and HappyOrNot's sole obligation will be for HappyOrNot to promptly refund to Subscriber, on a pro rata basis, any Fees paid under all Order Forms then in effect that are unused as of the termination effective date.

5.1.1 Data Protection. To the extent Subscriber uses HappyOrNot's services which require processing of Personal Data (personally identifiable information (PII) and/or personal information), prior to the use of any of such services, HappyOrNot and Subscriber shall execute in writing an Appendix 1: Standard Contractual Clauses for Controllers and Processors in the EU/EEA and/or Appendix 2: Standard Contractual Clauses for Personal Data Transfers from an EU Processor to a Controller Established in a Third Country (Processor-to-Controller Transfers).

5.2 Security of the Service. Throughout the term of the Agreement, HappyOrNot will maintain a data security program for the Service that will include reasonable administrative, physical, technical, organizational, and other security measures to protect against unauthorized access to, destruction, loss, unavailability, or alteration of, Subscriber's Data processed or stored by the Service. HappyOrNot shall not be responsible or liable for any deletion, correction, damage, destruction, or loss of Subscriber Data that does not arise from a breach of this Agreement by HappyOrNot.

5.3 Business Continuity & Disaster Recovery. HappyOrNot will implement and maintain throughout the term of the Agreement commercially reasonable business continuity and disaster recovery plans to help ensure availability of the Subscriber Data following any significant interruption or failure of critical business processes or systems affecting the availability of Service.

5.4 Service Level Agreement (SLA). HappyOrNot will provide technical support for the Service in accordance with Service Level Agreement available at www.happy-or-not.com/en/sla/, except otherwise agreed in applicable Order Form(s), Exhibit(s) or Addendum(s) to Agreement, as long as Subscriber is entitled to receive support under applicable Order Form(s) and this Agreement.

6. TERM & TERMINATION

6.1 Effective Date and Term of Agreement. The Agreement shall become effective from the date of its execution by both Subscriber and HappyOrNot (the "Effective Date"). The Service will begin on the date identified in the Order Form(s). The Agreement shall continue in effect until all Order Forms expire or are terminated in accordance with Clause 6.5.

6.2 Termination of Agreement and/or Order Form(s) for convenience. Neither Party will have the right to terminate the Agreement or Order Form(s) without legally valid cause (i.e., "for convenience"). The Agreement will terminate automatically after all Order Form(s) have expired, or by a written notice to the other Party in case of material breach and pursuant to provisions of Clause 6.5.

6.3 Effect of Expiration or Termination of Agreement. Clauses 1, 2, 4.2, 6.3, 6.6, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of this Agreement shall survive any expiration or termination of the Agreement. Any applicable Order Form(s), Exhibit(s) or Appendix(es) may identify additional terms that will survive any expiration or termination of the Agreement. Regardless of the basis for expiration or termination of the Agreement, HappyOrNot will not be obligated to retain any Subscriber Data for longer than sixty-five (65) days after any such expiration or termination, except longer periods are required by the law.

6.4 Term of Order Form(s). The term of particular Order Form(s) will be set forth therein. The Service will start on the date specified therein and will continue for the initial term specified therein ("Initial Service Term"), except the term of the Order Form(s) is co-terminated in accordance with the provisions of Clause 7.2. Unless otherwise set forth in applicable Order Form(s) or Addendum (if any), or unless the Order Form(s) is terminated in accordance with Clause 6.5, upon expiration of the Initial Service Term, the relevant Order Form(s) will renew automatically for a period of one (1) year at a time ("Renewal Service Term"), unless either Party notifies the other Party in writing, at least sixty (60) days (subject to Clause 7.3) prior to the end of the then-current Service Term, that it chooses not to renew. The Initial Service Term and all Renewal Service Terms (if any) are referred to in this Agreement collectively as the "Service Term." The Parties may amend this Agreement and its integral parts upon the Renewal Service Term.

6.5 Termination of Order Form(s). If not specified in applicable Order Form(s), Addendum(s) or Appendix(es) to Agreement, which expressly references that Order Form(s) or has direct impact on that Order Form(s), either Party may terminate any Order Form(s) for cause upon written notice to the other Party, if the other Party fails to cure any material breach thereof within thirty (30) days after receiving reasonably detailed written notice from the other Party alleging the material breach.

6.6 Effect of Termination of Order Form(s). Subject to the exclusive remedy provisions in this Agreement (e.g., clauses regarding Compliance with Privacy Laws, Indemnification, Warranties, Service Levels, Confidentiality, Intellectual Property): (a) If Subscriber terminates Order Form(s) in accordance with Clause 6.5, Subscriber will be entitled to a refund, on a pro rata basis, of any Fees paid thereunder that are unused as of the

termination effective date; and (b) if HappyOrNot terminates Order Form(s) in accordance with Clause 6.5, all amounts owed by Subscriber thereunder will become due and payable.

7. ORDER PROCESS, PURCHASE ORDER, ADDITIONAL SERVICE SUBSCRIPTION(S) & CO-TERMINING, AND ADJUSTMENT OF FEES UPON RENEWAL

Subscriber orders the Service from HappyOrNot via one or more Order Forms.

7.1 Purchase Order(s). If for Subscriber's operations it is necessary that a purchase order ("PO") be issued before execution of the Agreement and/or before making payment under Order Form(s), Subscriber shall, in due time, provide to HappyOrNot such valid PO conforming to the terms and conditions of this Agreement and/or applicable Order Form(s) in order for Subscriber to meet its payment obligations. It is Subscriber's sole Responsibility to provide PO to HappyOrNot, and any failure to provide PO or refusal to provide PO shall not release Subscriber from any of its obligation under the Agreement. The terms and conditions of any PO or any other Subscriber's document, whether attached or referenced in any such PO or document, shall have no applicability or effect on the rights or obligations of the Parties under this Agreement, regardless of any failure to object to such terms and conditions by HappyOrNot.

7.2 Additional Service Subscription(s) and co-termining. If Subscriber, in addition to existing Service subscription(s) any time during the invoicing year adds new Service subscription(s) via one or more Order Forms, the invoicing of the new Service subscription(s) will be adjusted according to the remaining number of months of that invoicing year. If during the period of existing Service subscription(s), Subscriber upgrades the Appliance(s) model or Service, the existing Service subscription(s) will be terminated, and remaining fees of that invoicing year will be credited to the new Service subscription(s). Upon renewal, the adjustment of fees for all Service subscription(s) of the same Service shall be according to the weighted average and in accordance with the provisions of clause 7.3.

7.3 Adjustment of Fees Upon Renewal. HappyOrNot reserves the right to adjust the Fees for its Service under one or more Order Forms, effective upon commencement of the next renewal service term of the relevant Order Form(s), based on the average increase in the Consumer Price Index-All Urban Workers (CPI-U) + 2% at the time of the notice, provided however that in no event any such price adjustment shall exceed 8%. HappyOrNot shall notify the Subscriber in writing at least ninety (90) days before the end of the then-current service term.

8. FEES & PAYMENT

8.1 Payment Details. Subscriber must pay all fees and charges in accordance with the Agreement and each mutually executed Order Form(s) ("Fees"). Annual Fees are invoiced annually upfront upon order, fourteen (14) days net, except otherwise agreed in applicable Order Form(s).

Except to the extent otherwise expressly stated in this Agreement (e.g., in Clause 6.6), or in applicable Order Form(s), Addendum(s) or invoice(s):

- all obligations to pay Fees are non-cancelable and non-refundable;
- Subscriber must make all payments without setoffs, withholdings, or deductions of any kind;
- Subscriber shall pay a fee of five (5) USD per each invoice;
- all payments must be in United States dollars (USD), unless otherwise agreed in applicable Order Form(s);
- Subscriber agrees to pay charges related to Fees to HappyOrNot as expressed upfront or in accordance with a pre-existing and mutually agreed to banking relationship.

Except to the extent otherwise expressly stated therein, if applicable Order Form(s) provides for payment via credit card or electronic money transfer (e.g., ACH), HappyOrNot is permitted to process such payment on the date of HappyOrNot's invoice.

8.2 Taxes. HappyOrNot's Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities in connection with any Order Form(s). Subscriber is responsible for paying all such taxes, levies, or duties. If HappyOrNot has the legal obligation to pay or collect taxes for which Subscriber is responsible, the appropriate amount will be invoiced to and paid by Subscriber unless Subscriber provides HappyOrNot a valid tax exemption certificate authorized by the appropriate taxing authority before the invoice is issued.

8.3 Subscriber Contact Information. Subscriber shall update billing and other contact information within thirty (30) days after any changes, via email to HappyOrNot's Accounts Receivable team at billing-us@happy-or-not.com.

8.4 Consequences of Non-Payment. If Subscriber fails to pay Fees under any Order Form(s), then in addition to any other rights HappyOrNot may have under the Agreement, applicable Order Form(s) or applicable law:

- Except expressly prohibited by the applicable law, Subscriber will owe HappyOrNot an interest penalty of one and one-half percent (1.5%) per month on any outstanding balance under each delinquent invoice, or the maximum permitted by law (whichever is less);
- HappyOrNot will be entitled to recover its reasonable costs of collection; and
- HappyOrNot reserves the right to temporarily suspend Subscriber's access to the Service if Subscriber's account remains delinquent for thirty (30) days after receipt of a delinquency notice from HappyOrNot (which may be provided via email to Subscriber's billing contact). Subscriber will continue to incur and owe all applicable Fees irrespective of any such Service suspension due to Subscriber's delinquency.

9. HARDWARE / APPLIANCE(S) TERMS

In addition to the restrictions set forth in Clause 2 above, leasing of the Appliance(s) is governed in accordance with Clause 9.1.

9.1 Leased Appliance(s). Unless specified otherwise in applicable Order Form(s) or Addendum(s) to Agreement, which expressly references that Order Form(s), the Appliance(s) supplied to the Subscriber as part of the Service are leased to Subscriber and the exclusive property of HappyOrNot. HappyOrNot reserves the right to replace the Appliance(s) from time to time at its own discretion free of charge for the Subscriber. Unless specified otherwise in applicable Order Form(s) or Addendum(s), which expressly

references that Order Form(s), Subscriber, after the expiry or termination of this Agreement and/or Order Form(s), shall return the Appliance(s) to HappyOrNot if so requested by HappyOrNot, or recycle the Appliance(s) according to applicable Subscriber's local laws/regulations and/or practices.

All Appliance(s) supplied to Subscriber are ready for use. The Appliance(s) contains a mobile transceiver module for sending and receiving information. The Subscriber is solely responsible, including financially and/or otherwise, for ensuring that the necessary network, data and telecommunication systems which the Appliance(s) Services require (e.g. cellular network signal) are available. Subscriber shall use the Appliance(s) at authorized locations as set forth in applicable Order Form(s) unless otherwise approved by HappyOrNot in advance. Subscriber shall be responsible for all costs associated with a change of location(s).

9.2 Guarantee and Replacement Policy. Guarantee period for the Appliance(s) is the duration of the "Initial Service Term", starting from the date the Appliance(s) were delivered to Subscriber ("Guarantee Period"). Guarantee period does not cover the "Renewal Service Term". Subscriber shall, depending on the Appliance(s) model, be responsible for changing the batteries after a span of six (6) months from the date of delivery of the Appliance(s) or connecting the charger to a power outlet and, if required, acquiring and installing new batteries at Subscriber's expense. The Subscriber shall be responsible for replacing the SIM card (supplied and/or authorized by HappyOrNot) when requested to do so by HappyOrNot.

The Subscriber shall operate all Appliance(s) only indoors and with due care. The Subscriber shall keep the Appliance(s) clean. The Subscriber shall not open the Appliance(s) or tamper with it in any way unless otherwise instructed by HappyOrNot.

If the Appliance(s) breaks during the Guarantee Period, HappyOrNot will replace the broken Appliance(s) free of charge, provided it has been used in accordance with the Appliance's requirements and HappyOrNot's instructions ("Guarantee"). Subscriber shall use only original HappyOrNot supplied equipment, including spare parts. If the Appliance(s) is broken due to inappropriate use, poor maintenance, or any other contributory negligence by the Subscriber or Subscriber's client(s) or stolen, HappyOrNot will replace the broken/stolen Appliance(s) and Subscriber shall bear all costs (in accordance with then-current price list) associated with the setup and delivery of new Appliance(s). HappyOrNot shall not be liable for any unauthorized use of the Appliance(s) or spare parts, and such unauthorized use, which causes any harm or disruption of the Appliance(s) or Services, shall deprive Subscriber of the Guarantee.

9.3 Specific terms applicable to "Smiley Digital". Each subscribed item is represented by a Smiley Digital token. Activation depends on the selected type of Smiley Digital product. For "Smiley Digital Pop-up" and "Smiley Digital Embed Web", Subscriber receives a JavaScript code, which Subscriber shall use for implementing the survey on the designated website. The script must not be edited or changed in any way and must be included and implemented on the Subscriber's website in the form provided by HappyOrNot. The "Smiley Digital" panel dimension, look, feel and position on Subscriber's web page shall not be changed or customized, without an express written permission from HappyOrNot. For "Smiley Digital Embed Email," an image with four Smileys is delivered. Alternatively, Subscriber can implement raw html code to generate the Email Image. The "Smiley Digital" Image's dimension, look and feel shall not be changed or customized, without an express written permission from HappyOrNot. For "Smiley Digital Solo", the product consists of a QR code and a short URL that is delivered to Subscriber for implementation of a survey in a physical or digital touch point.

Subscriber must order the package(s) with the appropriate number of tokens. It is the sole responsibility, financially and otherwise, of Subscriber to ensure that the Smiley Digital products are correctly deployed and installed according to HappyOrNot's Installation Instructions. Upon the termination of the Agreement and/or relevant Order Form(s), the Subscriber shall promptly remove all Smiley Digital panels.

9.4 Delivery. Delivery of any tangible goods is FCA Turku, Finland (Incoterms® 2020). Shipping fees are quoted based on Subscriber's delivery location. The Subscriber shall be responsible for the assembly of Appliance(s) according to the manual provided with it.

10. THIRD-PARTY INTERACTIONS

To the extent use of the Service requires use of any third-party products or services (e.g., Oracle Java, Adobe Acrobat, Amazon Web Services, and/or a Web browser), HappyOrNot does not make any representations or warranties regarding any such third-party products or services, and in no event will HappyOrNot have any liability whatsoever in connection therewith.

11. MANAGED SERVICE

If Subscriber wishes to purchase additional service, e.g., tailor-made training, guidance, implementation, integration support etc. ("Managed Service") from HappyOrNot relating to the Service, Subscriber shall order the Managed Service via Order Form(s) either immediately with the Service or at a later stage.

12. WARRANTIES & DISCLAIMERS

12.1 HappyOrNot represents and warrants that the Service will perform substantially in accordance with the relevant product data sheet(s) found at www.happy-or-not.com and Service Level Agreement found at www.happy-or-not.com/en/sla/ under normal use and circumstances. If HappyOrNot breaches any warranties in this Clause 12.1, Subscriber's exclusive remedy and HappyOrNot's sole obligation will be for HappyOrNot to make commercially reasonable efforts to correct the non-conformity or, if HappyOrNot is unable to correct the non-conformity within sixty (60) days after receipt of Subscriber's written notice regarding the non-conformity, for Subscriber to terminate applicable Order Form(s) and receive a refund, on a pro rata basis, of any Fees paid under such Order Form(s) that are unused as of the termination effective date.

12.2 WARRANTY DISCLAIMERS. EXCEPT TO THE EXTENT EXPRESSLY STATED IN THIS AGREEMENT: (A) HAPPYORNOT AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY, OR IMPLIED (IN FACT OR BY OPERATION OF LAW), REGARDING THE SERVICE, THE APPLIANCE(S) OR ANY MATTER

WHATSOEVER; AND (B) HAPPYORNOT AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICE, THE APPLIANCE(S) ARE OR WILL BE ERROR-FREE, MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. HAPPYORNOT AND ITS LICENSORS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICE, THE APPLIANCE(S) AND SUBSCRIBER HAS NO RIGHT TO MAKE OR PASS ON TO ANY THIRD-PARTY ANY REPRESENTATION OR WARRANTY BY HAPPYORNOT.

13. INDEMNIFICATION

13.1 By HappyOrNot. HappyOrNot shall defend Subscriber and will indemnify and hold the Subscriber harmless from and against any claims asserted by a third-party based on an allegation that use of the Service in accordance with the Agreement and applicable Order Form(s) infringes a copyright in any country or a patent of the USA, a member state of the European Union, Canada, or Australia (collectively, "Claims"). In case of such Claim HappyOrNot will promptly and at its own expense: (i) obtain for Subscriber the right to continue using the Service in accordance with this Agreement and applicable Order Form(s); (ii) modify the item(s) in question to no longer be infringing; or (iii) replace such item(s) with a non-infringing functional equivalent. If, after all commercially reasonable efforts, HappyOrNot determines in good faith that options (i), (ii) and (iii) are not feasible, HappyOrNot will remove the infringing item(s) from the Service and refund to Subscriber on a pro rata basis any Fees paid by Subscriber for such infringing element(s) that are unused as of the removal date.

HappyOrNot will have no obligation or liability for any Claim under this clause or anywhere else in this Agreement to the extent arising from: (i) combination, operation, or use of the Appliance(s) or Service in direct contradiction with the provisions of the Agreement or use with any product, device, spare part, software, or service not supplied by HappyOrNot to the extent that the combination, operation, or use creates the infringement; (ii) the unauthorized alteration or modification by Subscriber of the Appliance(s) or Service, or (iii) HappyOrNot's compliance with Subscriber's designs, specifications, requests, or instructions in providing Service or Managed Service to the extent the Claim is based on such compliance.

13.2 By Subscriber. Except where explicitly prohibited by the law, Subscriber shall defend, indemnify, and hold harmless HappyOrNot, its Affiliates, officers, directors and employees from and against any claims asserted by a third-party based on a breach by Subscriber of Clause 4 (Subscriber Responsibilities) of this Agreement. Subscriber will also defend, indemnify and hold harmless HappyOrNot, its Affiliates, officers, directors and employees by paying all damages, costs and expenses (including reasonable legal fees and costs) finally awarded by a court of competent jurisdiction or agreed in a written settlement agreement signed by Subscriber or its Affiliates, arising out of the third-party claims described in this clause.

13.3 Requirements for Indemnification. Each Party's respective defense and indemnity obligations under Clauses 13.1 and 13.2 are contingent upon the indemnified Party: (a) promptly giving notice of the third-party claim to the defending/indemnifying Party once the claim is known; (b) except where explicitly prohibited by the law, giving the defending/indemnifying Party exclusive and sole control of the defense and settlement of the claim and not compromising or settling the claim without the defending/indemnifying Party's approval (though the defending/indemnifying Party must not settle such claim unless the settlement unconditionally releases the other Party of all liability and does not adversely affect the other Party's business or service in a material manner); and (c) providing appropriate information and reasonable cooperation to the defending/indemnifying Party in connection with the claim. The foregoing are the defending/indemnifying Party's sole obligations, and the indemnified Party's exclusive remedies with respect to indemnification and the matters addressed in this Clause 13.

14. LIMITATION OF LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

14.1 EXCEPT FOR SUMS DUE TO HAPPYORNOT UNDER APPLICABLE ORDER FORM(S), AND EXCEPT WITH RESPECT TO: (A) SUBSCRIBER'S OBLIGATIONS UNDER CLAUSE 4, (B) EACH PARTY'S OBLIGATIONS UNDER CLAUSE 13, NEITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE AGREEMENT, EXCEPT FOR CLAUSE 14.3, WILL EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM SUBSCRIBER IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY;

14.2 IN NO EVENT, EXCEPT AS PROVIDED IN CLAUSE 14.3, WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE AGREEMENT, REGARDLESS OF CAUSE;

14.3 EXCEPT WHERE EXPLICITLY PROHIBITED BY THE LAW, LIMITATION OF LIABILITY SET FORTH IN CLAUSES 14.1 AND 14.2 ABOVE SHALL NOT APPLY TO LIABILITY AND DAMAGES RESULTING FROM EITHER PARTY'S GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT WITH RESPECT TO OBLIGATIONS UNDER CLAUSE 2, CLAUSE 3, CLAUSE 4, CLAUSE 15 AND CLAUSE 16.

15. CONFIDENTIALITY

15.1 Definition. As used in this Agreement, "Confidential Information" means information and materials provided by the disclosing Party ("Discloser") to the Party receiving such information or materials ("Recipient") that: (a) are identified as confidential at the time of disclosure, or (b) a reasonable person in the relevant industries should understand to be confidential based on the nature of the information and materials and all other relevant factors. For the avoidance of doubt, Subscriber's Confidential Information includes, without limitation, Subscriber's non-public business plans; and HappyOrNot's Confidential Information includes, without limitation, pricing terms offered under any Order Form(s), HappyOrNot's non-public business plans, all non-public aspects of the HappyOrNot technology pertaining to the Service and the Appliance(s) (including the Service and the Appliance(s)), and the results of any evaluation of the Service performed by or on behalf of Subscriber for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

15.2 Purpose. Recipient must not use any of Discloser's Confidential Information for any purpose other than carrying out Recipient's obligations or exercising its rights under this Agreement (the "Purpose").

15.3 Permitted Disclosures and Obligations. Recipient must not disclose to any third-party any Confidential Information, other than to Recipient's Affiliates, contractors and consultants who: (a) need to know such information in order to fulfill the Purpose, and (b) are bound by confidentiality obligations substantially similar to Recipient's under this Agreement (each Party is fully responsible for its respective Affiliates', contractors' and consultants' compliance with this Agreement). Recipient must treat all Discloser's Confidential Information with the same degree of care Recipient gives to its own Confidential Information, but not less than reasonable care. Neither Party may disclose publicly the existence or nature of any negotiations or other communications between the Parties without prior written consent of the other Party. Recipient and its Affiliates, contractors and consultants who receive Confidential Information hereunder must: (i) not use any such Confidential Information to compete with Discloser or in any other way except as reasonably necessary for the Purpose; (ii) not reverse engineer, disassemble or decompile any prototypes, software, or other tangible objects received from Discloser under this Agreement that embody Confidential Information; (iii) promptly notify Discloser of any unauthorized use or disclosure of its Confidential Information of which Recipient becomes aware; and (iv) reasonably assist Discloser in remedying any such unauthorized use or disclosure.

15.4 Exclusions. Recipient's obligations under Clause 15 do not apply to Discloser's Confidential Information that Recipient can evidentially prove: (a) is or becomes part of the public domain through no fault of Recipient or Recipient's Affiliates, contractors or consultants; (b) is rightfully in Recipient's possession free of any confidentiality obligation; (c) was independently developed by Recipient (which is documented by evidence) without using any Discloser Confidential Information; or (d) is communicated to Recipient by an unaffiliated third-party free of confidentiality obligation. Disclosure by Recipient of Confidential Information: (i) in response to a valid order or other legal process issued by a court or other governmental body having jurisdiction, (ii) as otherwise required by law, or (iii) necessary to establish the rights of either Party will not breach this Agreement if, to the extent legally permitted, Recipient gives prompt notice and reasonable cooperation to Discloser so Discloser may seek to prevent or limit such disclosure.

15.5 Destruction of Confidential Information. Promptly after any request by Discloser, Recipient will: (a) destroy or return to Discloser all Confidential Information and materials in Recipient's possession or control, and (b) upon written request by Discloser, confirm such return/destruction in writing; provided, however, that the Recipient may retain electronic copies of any computer records or electronic files containing any Discloser's Confidential Information that have been created pursuant to Recipient's standard, commercially reasonable archiving and backup practices, as long as Recipient continues to comply with this Agreement with respect to such electronic backup copies for so long as such Confidential Information is retained.

15.6 Confidentiality Period. Recipient's obligations with respect to Discloser's Confidential Information under Clause 15 will remain in effect for the term of the Agreement and for three (3) years after any expiration or termination of the Agreement, provided, however, that Recipient's obligations under the Agreement will continue to apply to Confidential Information that qualifies as a trade secret under applicable law for as long as it so qualifies and has been identified as such by Discloser.

16. INTELLECTUAL PROPERTY

16.1 Ownership. As between Subscriber and HappyOrNot, HappyOrNot is the exclusive owner of, and shall retain, all right, title, and interest in and to all Intellectual Property Rights associated with, incorporated into or embodied in, or otherwise related to or arising from the Service and the Appliance(s); further, ownership rights shall vest in HappyOrNot, and HappyOrNot shall retain all right, title, and interest in and to all Intellectual Property Rights related to all works, deliverables, designs, inventions, know-how, software, techniques, trade secrets, work product, and any other materials provided to Subscriber as part of the Service, and any derivative works thereof, excluding any incorporated Confidential Information provided by Subscriber.

17. GENERAL

17.1 Governing Law. The Agreement, Addendum(s), Exhibit(s), applicable Order Form(s) and/or SOW, including any other terms referenced therein, shall be governed by Delaware law and controlling United States federal law, without regard to the conflicts of law provisions of any jurisdiction. With respect to any action instituted in any way relating to this Agreement, Addendum(s), Exhibit(s), applicable Order Form(s) and/or SOW, the Parties accept the exclusive jurisdiction of the state or federal courts in and for Delaware, and agree that venue shall lie exclusively in the courts in Wilmington, DE. The Parties expressly and irrevocably waive the right to proceed in any other jurisdiction or forum, and hereby expressly and irrevocably waive any objections to jurisdiction and venue as set forth in this Clause 17.1. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, either Party may seek to enjoin a breach of the confidentiality provisions set forth in Clause 15 of this Agreement and of the Intellectual Property set forth in Clause 16 of this Agreement in any court of competent jurisdiction. The Service is a service, not a good, and is not subject to the Uniform Commercial Code, the Uniform Computer Information Transactions Act or the United Nations Convention on the International Sale of Goods.

Any possible claims, disputes and controversies arising out of the Agreement, Addendum(s), Exhibit(s), applicable Order Form(s) and/or SOW, including any other terms referenced therein, shall be primarily negotiated and settled between the Parties. Should the Parties fail to settle within thirty (30) days, as of either Party's written request for amicable settlement negotiations, or any other mutually agreed extension period of amicable settlement negotiations, any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or validity thereof, shall be resolved by the court.

17.2 Assignment. Neither Party may assign, sublicense, or otherwise transfer (by operation of law or otherwise) the Agreement, or any of its rights or obligations under the Agreement, to any third-party without prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed, or conditioned. However, either Party may assign or

otherwise transfer the Agreement, along with all associated Order Forms (and all its rights and obligations thereunder), (a) to a successor-in-interest in connection with a merger, acquisition, reorganization, a sale of most or all of its assets, or other change of control, or (b) to its Affiliate. In case of such permitted transfer, this Agreement, along with all associated Order Forms, shall bind and inure to the benefit of the Parties and their respective permitted successors and transferees.

17.3 Force Majeure. If either Party is prevented from performing, or is unable to perform, any of its obligations under the Agreement due to any cause beyond its reasonable control, e.g., war, riots, labor unrest, fire, earthquake, flood, hurricane, epidemic, pandemic or other natural disasters and acts of God, major internet service failures or delays, and denial of service attacks (collectively, "Force Majeure"), the affected Party's performance will be excused for the resulting period of delay or inability to perform. The affected Party must, however: (a) give the other Party prompt written notice of the nature and expected duration of such Force Majeure, (b) use commercially reasonable efforts to mitigate the delay and other effects, (c) periodically notify the other Party of significant changes in the status of the Force Majeure, and (d) notify the other Party promptly when the Force Majeure ends.

17.4 Marketing. Except expressly prohibited by the law, HappyOrNot may use Subscriber's name and logo on HappyOrNot's website and marketing materials solely to identify Subscriber as HappyOrNot's customer (without revealing any details about the Parties' relationship or the Agreement).

17.5 Insurance. Each Party will maintain sufficient insurance coverage to adequately cover its respective obligations under this Agreement. Upon request, each Party will provide to the other Party a copy of its current certificate of insurance evidencing such coverage.

17.6 Independent Contractors. The Parties are independent contracting parties. Neither Party has or will hold itself out as having any right or authority to incur any obligation on behalf of the other Party.

17.7 Notices. All legal notices (e.g., notice of termination of this Agreement and/or Order Form(s) based on an alleged material breach) required under this Agreement must be delivered to the other Party in writing: (a) in person, (b) by nationally recognized overnight delivery service, or (c) by certified U.S. mail (requiring signature) to the other Party's corporate headquarters, with Attention: Legal Department, and with a copy sent to email address legal@happy-or-not.com. With respect to all other notices, Subscriber may email HappyOrNot at support@happy-or-not.com, and HappyOrNot may email Subscriber's billing contact identified on applicable Order Form(s). Either Party may change its notice address by giving a written notice to the other Party immediately upon such change, but not later than thirty (30) days.

17.8 Amendment; Modification; Waiver. The Agreement may only be amended, modified, or supplemented by a mutual written agreement/addendum/exhibit/SOW etc. between the Parties. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by both Parties. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising of any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17.9 Severability. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable

such term or provision in any other jurisdiction. The Parties shall negotiate in good faith to modify such term or provision so as to effect the original intent of the Parties.

17.10 Entire Agreement. The Agreement, together with Addendum(s), Exhibit(s), Appendix(es), applicable Order Form(s) and/or SOW, including any other terms referenced in any of these documents, comprises the entire agreement between Subscriber and HappyOrNot regarding the subject matter of the Agreement, and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding such subject matter, and may only be modified by a document signed by duly authorized representatives of both Parties.

18. DEFINITIONS

The following definitions are used in this Agreement:

"Affiliate" means a company, corporation, individual, partnership or other legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party to the Agreement. For purposes of this definition, "control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

"Appliance" means a hardware/device installed and operated at authorized location to be determined by Subscriber and authorized by HappyOrNot that is operative exclusively to collect Subscriber Data for use in connection with the Service and to transmit such Subscriber Data to the Platform (defined below).

"Content" means the audio and visual information, documentation, software, products and services contained in or made available via the Service and/or Appliance(s), other than Subscriber Data and Subscriber Confidential Information.

"Subscriber Data" means data, information, or material received by the Service from Subscriber or Subscriber's Users in the course of accessing or using the Service.

"Intellectual Property Rights" means patents, trade names, trademarks, designs, utility models, copyrights (including, but not limited to catalogue rights and sui generis database rights), internet domains, trade secrets, know-how, source code, object code, computer programs including software implementations of algorithms, models and methodologies and any other intellectual property in any jurisdiction, including in each case applications and licenses related to these.

"Privacy Laws" means all national and international laws and regulations (including but not limited to California Privacy Rights Act of 2020 (CPRA), EU General Data Protection Regulation 2016/679) regarding data privacy, storing, processing and transmission of personal data that apply to HappyOrNot's provision of Services to Subscriber.

"Privacy Policy" means HappyOrNot's privacy policy available at www.happy-or-not.com/en/privacy-policy/, as may be amended from time to time.

"Service" means HappyOrNot's business management, marketing assistance, customer and employee satisfaction feedback solutions, embodied in or enabled by a Software as a Service (SaaS) platform, to which Subscriber is provided access to in accordance with the license granted in Clause 3 (the "Platform"). "Service" also includes all of the Platform's constituent components (including Appliance(s)) and functionality, as well as all Content and HappyOrNot's technology pertaining to the Service and the Appliance(s) associated with or facilitating operation of the Platform.

"User(s)" means Subscriber's customers, clients, employees, representatives, consultants, contractors and agents who have been authorized by Subscriber to use the Service.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives signing below, execute and agree to be legally bound by the terms and conditions contained in this Agreement:

HAPPYORNOT AMERICAS INC.

By: _____

Name: _____

Title: _____

Date: _____

SUBSCRIBER

By: _____

Name: _____

Title: _____

Date: _____



HappyOrNot[®]

Improve Customer Experiences
with Actionable Insights

Prepared for: Oklahoma State Department of Health

May 7th, 2024

Ethan Trainor Ethan.Trainor@happy-or-not.com 561-927-6234

Rochelle Rosoff Rochelle.Rosoff@happy-or-not.com 561-906-8355

Executive Summary

Oklahoma State Department of Health is evaluating an effective way to gather large amounts of real-time feedback from their customers in varying departments including reception, nurse's rooms and restrooms among county health facilities.

Without an easy avenue to gather high volumes of customer feedback it is difficult to make real-time, data-driven decisions.

Based on the conversation, it sounds like HappyOrNot can benefit in the following ways:

- Get continuous, real-time feedback to keep a pulse on customer experiences in hospice settings
- Ability to customize surveys to identify customer service quality, quality of care experiences, and staff compassion and engagement.
- Provide the ability to initiate an internal effort to understand real-time experiences and outcomes of customer service, quality of care and cleanliness.
- Feedback data aggregated to one easy to navigate dashboard

Goals & Requirements

The goal is to be able to collect maximum customer feedback the quickest way possible and in a way that is simple and hassle-free. To be able to know if internal initiatives are making an impact on customer experiences, and to identify opportunities for improvement.

Current State

- Previously implemented QR code survey, resulting in low responses.
- Limited ability to collect real-time feedback
- Inability to easily analyze and address customer satisfaction



Desired State

- Receive a high volume of real-time, customer feedback.
- Easily manage, analyze and follow up on all customer feedback on one centralized dashboard.
- Ability to easily measure % of customers satisfied with experience and why.
- Ability to improve quality of care when and where there are service level drops.

OKLAHOMA
State Department
of Health

TRUSTED BY
LEADING HEALTHCARE
ORGANIZATIONS

Driscoll
Children's Hospital

Hancock
Regional Hospital


Knox Community
HEALTH
HOSPITALS

GE HealthCare

©HappyOrNot Ltd. | 3



15+ years experience	180+ employee s	110+ global partner network	135 countries
4,000 customers worldwide	2+ billion button presses to date	1+ million responses reported daily	50,000 Reporting users





Stand

Stand with branding and customization options and a removable question sign



Table

Table for receptions, service desks, fairs, and mobile use



Wall

Wall that can be placed at any height, for example, low for accessibility needs / to be kid-friendly.

Smiley Touch™

Feedback collection – two-touch with optional open feedback section

- The lowest friction solution for instant feedback
- Deeper insights through open comments
- Real-time data over cellular network (WiFi also possible)
- Ready out-of-the-box, automatic remote updates
- Branding and customization available
- Options for Stand, Wall and Table-top



Discover the WHY

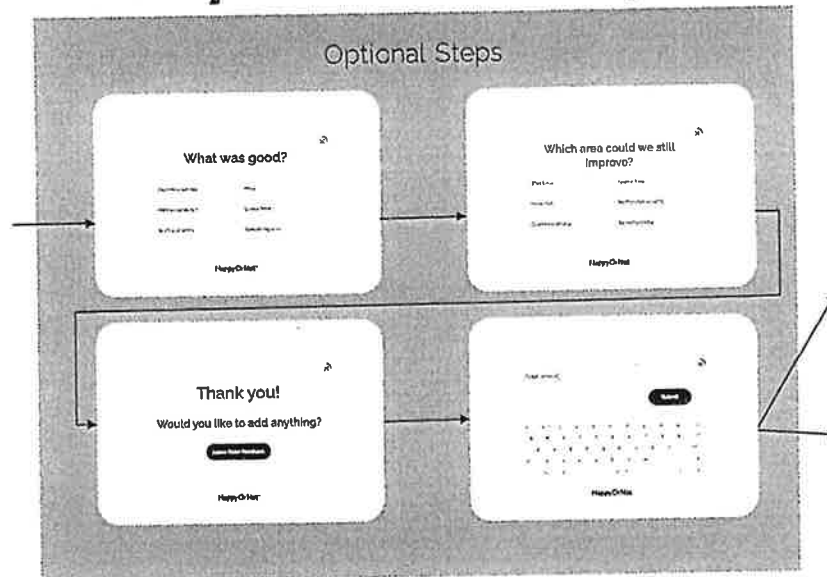
Smiley Touch Survey Flow

Please rate our service today



HappyOrNot

Choose your main question



Thank you
for your feedback!

HappyOrNot
 Or
 Thank you
for your feedback!

HappyOrNot

Or

Thank you
for your feedback!

HappyOrNot

HappyOrNot

Customization for Smiley Touch

Choose the survey depth that works for you

1. Main question (four Smileys) – always in use
2. Follow-up questions (highlights or pain points) - optional
3. Open comments - optional
4. Results - optional



survey

customizable main question



follow-up

customizable follow-up questions



open feedback

can be disabled or enabled by admins



3 speeds

adjust how fast the screen changes



12 follow-ups

2-6 for positive & 2-6 for negative



36 languages

options, use up to 9 in a survey



HappyOrNot®

Let's get in touch!

We'd love to hear more details about your feedback.

Enter your contact information and we'll get in touch with you as soon as possible.

Your name

Max Anderson

Your phone number

By submitting, you confirm that you agree to the storing and processing of your personal data by HappyOrNot as described in the Privacy Policy.

Submit contact information

HappyOrNot®

Available on-demand for Professional package customers

Contact Details

Collect additional contact information

- Customers give feedback via Smiley Touch tablets or on their personal devices via QR code/URL link
- Ability to capture names, email addresses and phone numbers for two-way communication
- Allows direct response to customer concerns

List pricing

1 Year – Professional Subscription

One (1) Smiley Touch - The most frictionless solution to get instant feedback with root causes
(Main question + follow-up open feedback)

- Smiley Link (Web-link & QR Code) with each device
- Includes mobile app access and real-time alerts
- Includes full training/onboarding and technical support
- Optional Branding (\$97)

Total 1st Year Investment

\$2,458

Includes Hardware, S&H, and Activation Costs

Annual Recurring Subscription

\$1,694



Happy or Not
with us today?



Happy or Not
with us today?



Happy or Not
with us today?



Smiley Terminal™

Quick and simple user interface with only one-touch survey question resulting in maximum response rate.

- Flexible placement and low maintenance, just replace D-Cell batteries when notified.
- Automatic data uploads everyday, with real-time collaboration every 15 minutes
- Connects to existing cellular network (with built in SIM card) + can connect to WIFI
- Optional Custom Branding

Stand

Branding and customization options available, ready out of the box, 100% wireless.

Table

Table installation, perfect for receptions, service desks, and check outs.

Rail

Easy installation and adaptation for different rails. Suitable for high-traffic and space-restricted places.

Wall

Place it low for people with disabilities, or high to keep away from children, peel and stick installation

List Pricing

1 Year – Professional Subscription

One (1) Smiley Terminal - The highest response rate and maximum placement flexibility

- Smiley Link (Web-link & QR Code) with each device
- Includes mobile app access, real-time alerts and data export.
- Includes full training/onboarding and technical support
- Optional Branding (\$97)



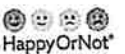
Total 1st Year Investment

\$1,780

Includes Hardware, S&H, and Activation Costs

Annual Recurring Subscription

\$1,016



List Pricing

1 Year – Professional Subscription

One (1) Smiley Touch - The most frictionless solution to get instant feedback with root causes
(Main question + follow-up open feedback)

One (1) Smiley Terminal - The highest response rate and maximum placement flexibility

- Smiley Link (Web-link & QR Code) with each device
- Includes mobile app access and real-time alerts
- Includes full training/onboarding and technical support
- Optional Branding (\$194)

Total 1st Year Investment

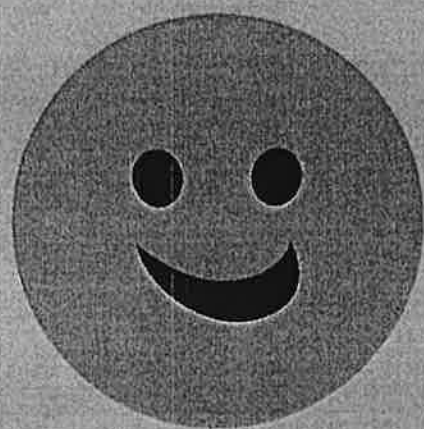
~~\$4,238~~ \$3,698

Includes Hardware, S&H, and Activation Costs

Annual Recurring Subscription

\$2,710



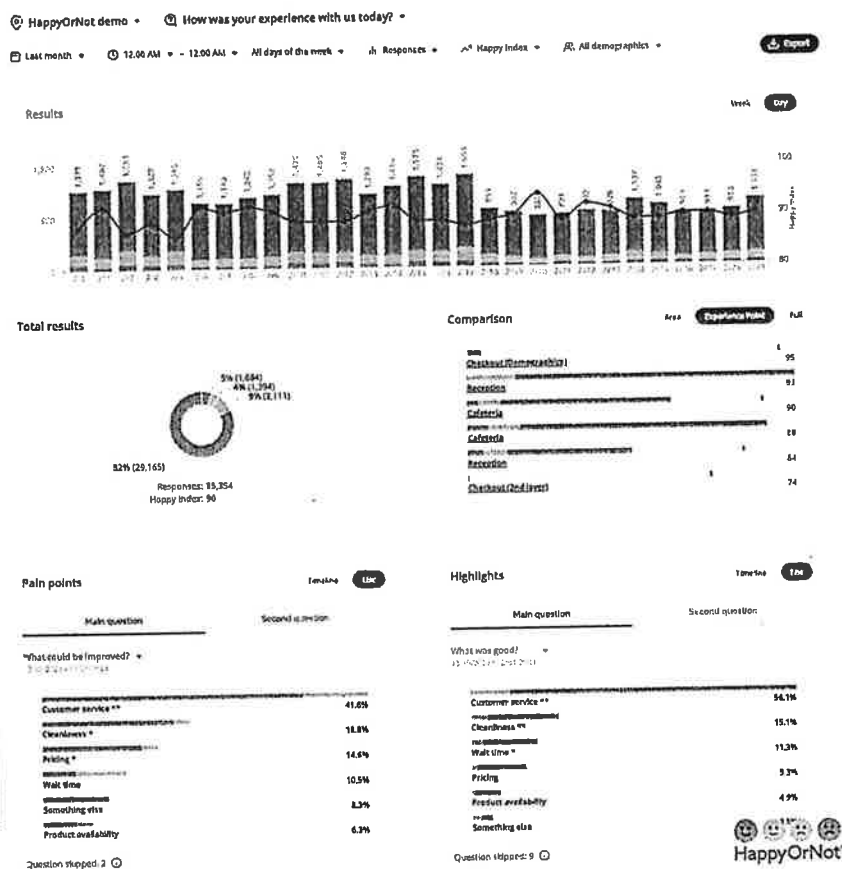


Supporting Information

Analytics Dashboard

Details - Study your performance with a flexible and easy-to-use toolset

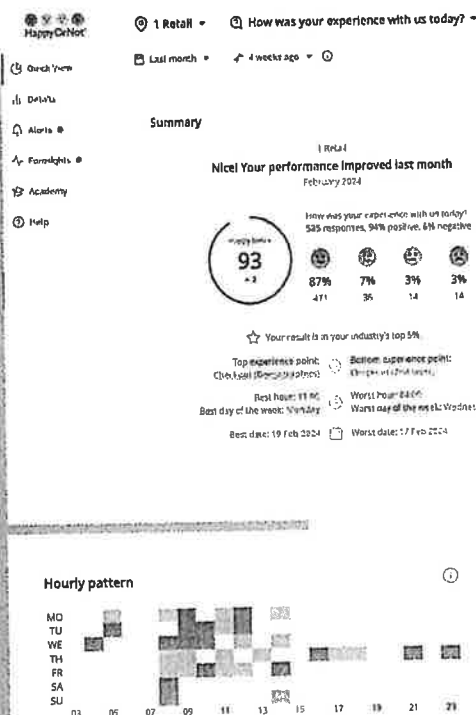
- ✓ Filter by location, date and time
- ✓ Understand when there are service level drops
- ✓ Identify top Pain Points and Highlights associated with happy and unhappy responses (new feature with Smiley Touch)
- ✓ Auto-refreshing views for back-office monitoring
- ✓ Data export capability in PDF, Excel, PowerPoint, Report or Image files



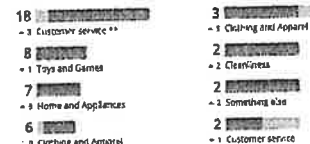
Quick View

Check performance at a glance

- ✓ Quickly Identify Happy Index score, best and worst days / times
- ✓ Understand top customer highlights and pain points (with Smiley Touch)
- ✓ Identify hourly and weekly performance patterns to assess areas for improvement

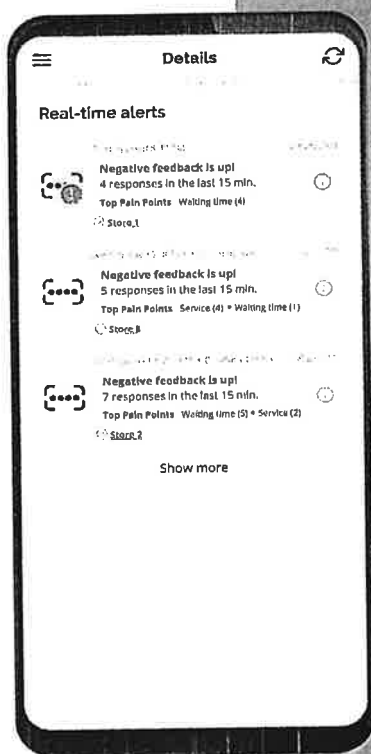


Top follow-ups



Real-time collaboration

Available for all Smiley products



Incident management Immediate action to changes in student experience levels

- Set alerts for positive/negative changes in satisfaction levels
- Provides a record of the situation, improves communication and service development planning

- Push notifications reach the right people on their mobile devices.
- In-app alert acknowledgement and commenting supported for effective collaboration
- Email alerts sent as supporting channel

Performance management

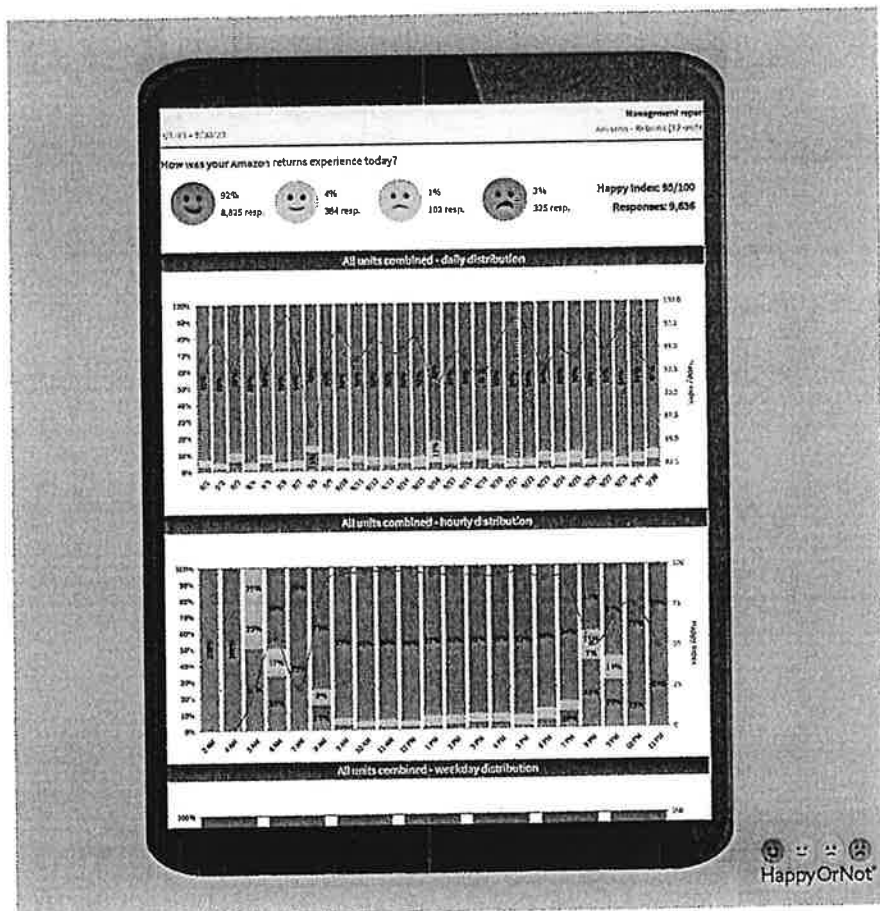
- Push notifications in case of sudden changes in Happy Index
- Review and discuss changes in performance levels across the organization



Performance Reports

Period reports automatically sent to
you and your team's inboxes

- ✓ The most effortless way to share your HappyOrNot results
- ✓ Local and department level reports
- ✓ Daily and weekly reports are a great tool for improving units' performance.



Post Deployment Business Results

Deploying an industry proven customer experience feedback solution the Oklahoma State Department of Health, delivered and supported by a world class organization, will realize an overall improvement in patient, family and employee satisfaction.

With Happy Index benchmarking and trend analysis, Oklahoma State Department of Health will also be able to inspire and engage its staff through improvement goal setting, and by communicating data driven results.

ROI Results

- Increase volume customer feedback
- Improve customer experiences
- Improve employee experiences
- Easily manage, analyze and follow up on feedback
- Improve ability to measure customer satisfaction
- Improve quality of care when and where there are service level drops.

Deployment Scope

HappyOrNot and Oklahoma State Department of Health will work together to deploy a customer feedback solution.

Solution will be configured, and all software set up, including backend analytics, prior to delivery and implementation.

Our customer success team will become involved to help with the initial onboarding and training.

Deployment Logistics

- Devices will be delivered approx. 2 weeks from order placement and approx. 3 weeks with custom branding
- Devices shipped, ready to be assembled with all necessary parts

Tammy S Joslin

From: Michelle A Hisaw
Sent: Thursday, June 6, 2024 3:42 PM
To: Tammy S Joslin
Cc: Cheryl A McElhany
Subject: HappyOrNot Agreement
Attachments: SKM_C360i24060613500.pdf; HappyOrNot Order Form (Updated) - Oklahoma State Department of Health.pdf; HON Proposal for Oklahoma State Department of Health (1).pdf

Tammy,
I completely let you leave without giving you this!
Hopefully Hope will take a printed copy of Juli's signature. If you think she won't, let me know and I will send you a blank one to get Juli to sign.
The scan is of her signature and the other attachment is the agreement. The company won't sign until we have had the Commissioners approve.
This is a survey system that will be used across the district. It is a lease and we will bill the other counties for reimbursement of the amounts listed on the signature page. We just want to do the agreement through Pittsburg Co as the hub.
Let me know if there are any questions!

Michelle Hisaw, Business Manager III
Community Health Region 9 | Oklahoma State Department of Health
Serving: Atoka | Bryan | Choctaw | Coal | Latimer | LeFlore | Pittsburg | Pushmataha
o. 580-286-6628 ext 1317 | f. 580-286-2012
[Oklahoma.gov/Health](https://oklahoma.gov/Health)



OKLAHOMA
State Department
of Health

****Confidentiality Statement****

This communication, including any attachments, may contain confidential information and are intended only for the individual or entity to whom this e-mail is addressed. Any review, dissemination, or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and delete and destroy all copies of the original message. Thank you.

JENNIFER HACKLER, COUNTY TREASURER

DEPUTIES

CINDY COOK
TAMMY ROBERTS
SUMMER ROGERS

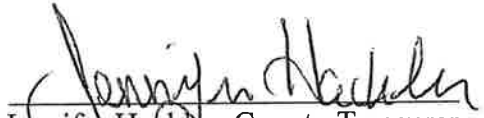
PITTSBURG COUNTY

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


DEPUTIES

BROOKE OLIVER
KELSEY MITCHELL
SUZIE GLASCO

Effective July 1, 2024, until amended or revoked in writing by first class mail, the following persons are authorized to open, maintain, and invest the accounts of County Treasurer of Pittsburg County, including school districts for which the County Treasurer acts as Treasurer with all approved financial institutions in accordance with the statutes of the State of Oklahoma.


Jennifer Hackler, County Treasurer
Pittsburg County, Oklahoma



Tammy Roberts, First Deputy


Chairman
Pittsburg County, Oklahoma


Member



Attest:


County Clerk
Pittsburg County, Oklahoma

Member

PROFESSIONAL LEGAL SERVICES CONTRACT

This is an agreement between the Board of County Commissioners for Pittsburg County, Oklahoma, and the County Assessor for Pittsburg County, Oklahoma, (both parties sometimes hereafter referred to as "CLIENTS") and Tisdal & O'Hara, PLLC, ("T&O") and is subject to approval by the District Attorney for Pittsburg County, Oklahoma.

1. CLIENTS have agreed, with the approval of the District Attorney, to employ T&O to represent the CLIENTS with regard to certain ad valorem tax issues ("Issues").

2. Where necessary, T&O shall appear as counsel, and may act on behalf of CLIENTS, or at the direction of CLIENTS, with regard to the Issues, including, without limitation, in any hearing, trial or appellate proceeding.

3. T&O shall be paid at the following hourly rates for work performed hereunder by personnel in Tisdal & O'Hara:

Partner	Up to \$300.00/hour
Associate	Up to \$250.00/hour
Paralegal/Legal Assistant	Up to \$125.00/hour

Such time shall be billed by T&O, and paid by CLIENTS, on a monthly basis.

4. CLIENTS will pay T&O for actual hours (or fractions) at the hourly rates above set forth. T&O will submit its bills for payment to County Commissioners for Pittsburg County, c/o Michelle Fields, County Assessor's Office, 115 East Carl Albert Parkway, McAlester, Oklahoma 74501.

5. CLIENTS shall be responsible for the employment of consultants, appraisers, or other such experts and for the payment of all third party costs and expenses related to the performance of this contract. To the extent that T&O advances such costs, T&O will be reimbursed therefor. Such costs and fees may be billed directly through this agreement.

6. CLIENTS may discharge T&O at any time without cause. In the event of discharge the CLIENTS will not be liable for any professional services or other charges after notice of discharge has been received by T&O, excepting only those subsequent services and charges, if any, provided at the request of CLIENTS which are involved in turning over the matter to successor counsel. In the event of discharge, T&O will submit a final bill within thirty days of notice of discharge.

7. The term of this contract shall be from July 1, 2024, through June 30, 2025. CLIENTS may, at their option, renew the contract with consent of the District Attorney.

8. T&O will furnish to CLIENTS a status report, as requested and as deemed appropriate and prudent by CLIENTS, to keep CLIENTS informed of developments on a timely

basis.

9. T&O agrees, as part consideration for this contract, that its books, records, documents, accounting procedures, practices or any other items relevant to the performance of this agreement are subject to examination by CLIENTS upon request.

10. This agreement will be subordinate to the laws, court orders, policies, procedures and rules, existing and future, relative to the operation and management of the CLIENTS.

11. It is agreed that any attorney fees awarded to any party hereto as a result of Court action or negotiated settlements or otherwise are obtained for the benefit of the CLIENTS.

AGREED TO, by act of the CLIENTS done this ____ day of ____, 2024, (in McAlester, Oklahoma, and by T&O as witnessed by the following signatures:

FOR THE BOARD OF COUNTY COMMISSIONERS, PITTSBURG COUNTY, OKLAHOMA

Approved this ____ day of ____, 2024.

BY: Charlie Rogers
Charlie Rogers, Commissioner

BY: Sandra Crenshaw
Sandra Crenshaw, Commissioner

BY: Ross Selman
Ross Selman, Commissioner

Attest:

BY: Hope Trammell
Hope Trammell, County Clerk

FOR TISDAL & O'HARA, PLLC

Approved this 6th day of June, 2024.

BY: Mart Tisdal
Mart Tisdal, Member/Manager

TAX IDENTIFICATION NUMBER: 27-0713937

FOR THE TAX ASSESSOR FOR PITTSBURG COUNTY, OKLAHOMA

Approved this 17 day of June, 2024.

BY: Cathy Ridenour
Cathy Ridenour, County Assessor

FOR THE DISTRICT ATTORNEY FOR PITTSBURG COUNTY, OKLAHOMA

Approved this 12th day of JUNE, 2024.

BY: Chuck Sullivan
Chuck Sullivan, District Attorney

ADAM R. SCHARN

FIRST ASSISTANT DISTRICT ATTORNEY

COLLINS, ZORN & WAGNER, PLLC
429 N.E. 50th Street, Second Floor
Oklahoma City, Oklahoma 73105-1815

Telephone (405) 524-2070
Telecopier (405) 524-2078
Federal Identification #73-1486722

Ross Selman
115 E. Carl Albert Parkway
McAlester OK 74501

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06/12/2024
Account No: 803-8588M
Statement No: 3

City of McAlester v. Board of County Commissioners of Pittsburg County
Case No. CV-2024-1
District Court of Pittsburg County

bocc@pittsburg.okcounties.org

			Hours
04/01/2024	SRE	review email from John Tyler Hammons office	■
	SRE	review email from Sandra at Board of County Commissioners regarding Professional Services Contract; review attachments to Professional Services Contract	■
04/02/2024	DLH	review documents received from client; organize and scan; Bates number; add to document list; create spreadsheet of amounts due	■
	SRE	review and revise update letter	■
	SRE	travel from Indian Nations Turnpike to Pittsburg County Courthouse and back	■
	SRE	file Motion for Leave to Amend Answer; submit Order Granting Leave to Judge for review and consideration	■
04/03/2024	SRE	draft email to John Tyler Hammons with File-stamped Motion to Amend Answer	■
	SRE	review file for update	■
	SRE	review email to Board of County Commissioners	■
04/09/2024	DLH	finish Bates numbering and document index of documents received from client	■
04/10/2024	WBP	review new case assignment, including review of pleadings and documents; begin review of lease agreement and related documents	■
	SRE	teleconference from John Hammons regarding settlement discussion	■

Ross Selman

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City of McAlester v. Board of County Commissioners of Pittsburg County
Case No. CV-2024-1
District Court of Pittsburg County

		Hours	
	SRE teleconference to Ross Selman	█	
	SRE teleconference to John Hammons advising of time and location options for Settlement discussion	█	
04/16/2024	SRE review and respond to texts from JT Hammons, counsel for City	█	
	SRE teleconference with Ross Selman regarding meeting with City Manager and their attorney	█	
	SRE draft text to JT Hammons and review response; respond	█	
04/22/2024	SRE travel to/from Pittsburg County Courthouse	█	
	SRE attend Settlement Discussion with Commissioner	█	
04/27/2024	CJC check Answer and counterclaim; check Answer date and correspondence	█	
	For Current Services Rendered	█	1,610.00

	Recapitulation	Hours	Hourly Rate	Total
<u>Timekeeper</u>				
Chris J. Collins		█	█	\$42.00
Wellon B. Poe			█	168.00
Dena L Herring			█	256.00
Scott Eudey				1,144.00

04/02/2024	travel	7.44
04/22/2024	out of town - travel	186.93
04/22/2024	Toll Charges	7.55
04/30/2024	Copies	3.00
	Total Expenses	204.92
	Total Current Work	1,814.92
	Balance Due	<u>\$1,814.92</u>

EXPENSE VOUCHER

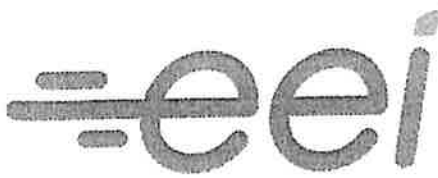
Return original and one (1) copy to Stephanie

From Date: 04/22/2024
To Date: 04/23/2024
Account Number: 258708

Toll Transaction History Report
PIKEPASS Center
3500 N MLK Ave
Oklahoma City, OK 73111-4221
1-800-PIKEPASS(1-800-745-3727)

Date: 04/23/2024
Time: 08:46

TURNPIKE	TRANSACTION	ENTRY	ENTRY	EXIT	EXIT	ISSUING	TRANSPONDER	TOLL	POSTING	AGENCY
NAME		PLAZA	DATE / TIME	PLAZA	DATE / TIME	AUTHORITY	NUMBER	CLASS	AMOUNT	DATE
IND NATN	TOLL	9 EUFULA ML-SH	04/22/2024 12:26:21	9 EUFULA ML-SH	04/22/2024 12:26:21	OTA	7124476	2	-2.20	04/23/2024
IND NATN	TOLL	9 EUFULA ML-SH	04/22/2024 15:26:34	9 EUFULA ML-SH	04/22/2024 15:26:34	OTA	7124476	2	-2.20	04/23/2024
KICKAPOO	TOLL	9 S. ENDGATE 140	04/22/2024 16:32:44	9 N. ENDGATE/MAINLI	04/22/2024 16:42:22	OTA	7124476	2	-1.90	04/23/2024
TURNER	TOLL	TURNER - KICKAPOO MAINLINE	04/22/2024 16:42:22	NE OKLAHOMA CITY	04/22/2024 16:56:49	OTA	7124476	2	-1.25	04/23/2024



eei GROUP LLC

4601 N Santa Fe Ave, Oklahoma City, OK 73118

Tel: (405)525-7722

New Account Application

Please complete the sections below, even if providing another sheet with trade references and company information.

Customer Name PITTSBURG COUNTY		DBA (if applicable)	
Physical Location 115 E. CARL ALBERT PKWY.		Mailing Address 115 E. CARL ALBERT PKWY, ROOM 100	
City, State, Zip MCALESTER, OK 74501		City, State, Zip MCALESTER, OK 74501	
Company Website pittsburg.okcounties.org		Employer Federal ID No. or Social Security No. 73-6006407	
Telephone Number 918-423-1338		Email (required) bocc@pittsburg.okcounties.org	
<input type="checkbox"/> Personal Account	<input type="checkbox"/> Self Proprietorship	<input type="checkbox"/> General Partnership	How long in business: 11/1907
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Corporation	State of Incorporation:	Type of business:
Principal products manufactured or services provided we are a government entity			
Tax Status: <input type="checkbox"/> Non-Exempt <input checked="" type="checkbox"/> Exempt (attach certificate)			Requested Credit Line
<input type="checkbox"/> Single Purchase Exemption (customer must attach documentation to PO)			
Owner's Name(s) Pittsburg County			
President Ross Selman		Vice President Charlie Rogers	
Controller Hope Trammell		Accounts Payable Manager Bobbi Hartsfield	
A/P Contact Person Bobbi Hartsfield		A/P Phone Number 9184236865	A/P Email purch@pittsburg.okcounties.org
Name & Address of Accounts Payable Location (if other than above)			
Are purchase orders mandatory for all orders? Yes No yes			
Name of Engineered Equipment Representative			

Trade References

Please provide at least three current trade references where your current credit limit is comparable to that being requested from EEI.

***To expedite your application process, please provide the direct phone/email to each trade reference's credit/accounting dept.**

Name DOLESE BROS CO			Name MUSKOGEE SAND		
Address 5600 W RENO AVENUE			Address 3202 W 50TH ST N		
City OKLAHOMA CITY	State OK	Zip	City PORTER	State OK	Zip 74454
Phone 405.297.8220	Email (required) thaynes@dolese.com		Phone 918.825.3370	Email (required) ar@muskogeesand.com	
Name BEMAC SUPPLY			Name		
Address 1900 E. ELECTRIC AVE.			Address		
City MCALESTER	State OK	Zip 74501	City	State	Zip
Phone 918.423.4194	Email (required) ar@bemacsupply.com		Phone	Email (required)	

Name of Bank & Name of Contact The Bank NA		
Address 200 E Carl Albert Pkwy		
City McAlester	State OK	Zip 74501
Phone 9184232265	Email (required) bcase@thebankna	

In consideration of eei GROUP LLC (EEI) extending credit, customer warrants that all information given in this application and financial statements are true and correct to the best of its knowledge. If credit is approved, customer agrees to payment in accordance with terms and conditions as stated on each invoice. In the event EEI must engage an attorney in the collection process of an outstanding balance, customer agrees to reimburse EEI for all reasonable legal fees incurred.

Customer gives EEI permission to contact references listed herein or any other source of credit information for the purpose of obtaining information relative to a credit decision. Customer gives permission for suppliers, references, banks and lending institutions to release information pertinent to the extension of credit. Credit policies are subject to change upon written notice by EEI and customer agrees to abide by the established policies. This application remains in effect so long as customer seeks credit or is indebted to EEI.

I certify that I have read the terms and conditions of this application and I am in agreement.

Customer Signature(s) and Title(s):

Ross Seiman Chairman BOCC
Name & Title (please print)


Signature Date

Charlie Rogers member BOCC
Name & Title (please print)


Signature Date