



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

DATE: July 15, 2024

TIME: 9:00 A.M.

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

FILED

JUL 12 2024

TIME 8:43 AM
BY HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY DEPUTY

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

AGENDA

1. CALL MEETING TO ORDER

2. ROLL CALL:	ROSS SELMAN	CHAIRMAN
	CHARLIE ROGERS	VICE-CHAIRMAN
	MIKE HAYNES	MEMBER

3. APPROVAL OF AGENDA

4. APPROVE/DISAPPROVE MEETING MINUTES

A. Regular Meeting from July 8, 2024

B. Special Meeting from July 11, 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. BOARD OF COUNTY COMMISSIONERS

i. Letter Changing Requisitioning and Receiving Officers

B. DISTRICT 1

i. Letter Changing Requisitioning and Receiving Officers

C. DISTRICT 2

i. Letter Appointing Requisitioning and Receiving Officers

ii. Letter Appointing Chief Deputy

D. DISTRICT 3

- i. Letter changing requisitioning and receiving officers

E. COUNTY CLERK

- i. Exceeded Purchase Order Report

7. FISCAL TRANSACTIONS

A. Claims and Purchase Orders

B. Transfers

C. Monthly Reports

D. Blanket Purchase Orders

8. UNFINISHED BUSINESS

None.

9. AGENDA ITEMS

- A. Discussion, Consideration and Possible Action to Approve /Disapprove Vendor to complete repairs to the OSU Extension Center, due to flooding, as presented by Josh Rhodes, Garland/DBS Company

- B. John Rhodes to Address the Board regarding water tests at the Pittsburg County Courthouse

- C. Discussion, Consideration and Possible Action to Approve/Disapprove Vendor to demolish dilapidated structures located on county-owned property - Treasurer

- D. Resolution 25-014 to Cancel Purchase Order – District 3

- E. Resolution 25-015 to Declare Junk – District 2

- F. Resolution 25-016 to Deposit Check – District 1

- G. Resolution 25-017 to Transfer Inventory – Haywood-Arpelar VFD

- H. Resolution 25-018 to Cancel Purchase Orders – District 1

- I. Resolution 25-019 to Deposit Check – General Fund

- J. Resolution 25-020 to Appoint Board Member to the Pittsburg County Expo Authority Board

- K. Discussion, Consideration and Possible Action to Approve notice to The Bank N.A. of persons authorized to do business for Pittsburg County

- L. Discussion, Consideration and Possible action to Approve 12-month fire alarm and sprinkler system inspection and fire alarm monitoring through Johnson Controls – Health Department

- M. Discussion, Consideration and Possible Action to Approve Safe Oklahoma Grant Application 2024 – Sheriff

- N. Discussion, Consideration and Possible Action to Approve Renewal Maintenance Contract Proposal with Miller Office Equipment for copiers – Emergency Management

10. ROAD CROSSING PERMITS

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

None.

14. RECESS/ADJOURNMENT

A handwritten signature in blue ink, reading "Sandra Crenshaw", is written over a horizontal line.

Commissioners' Assistant

PITTSBURG COUNTY COMMISSIONER
JULY 15, 2024
MINUTES

The Board of County Commissioners, Pittsburgh County, met in regular session on July 15, 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 8:43 A.M., July 12, 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
	Mike Haynes	Present

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

AYE: Ross Selman
Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MEETING MINUTES:

A. REGULAR MEETING FROM JULY 8, 2024: The minutes from the previous meeting, July 8, 2024 regular meeting were read. Rogers made a motion to approve the minutes; seconded by Haynes.

AYE: Ross Selman
 Charlie Rogers
 Mike Haynes

NAY: None.

Motion Passed.

B. SPECIAL MEETING FROM JULY 11, 2024: The minutes from the previous meeting, July 11, 2024 special meeting were read. Selman made a motion to approve the minutes; seconded by Haynes.

AYE: Ross Selman
 Charlie Rogers
 Mike Haynes

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

6. OFFICIALS – DEPARTMENT REPORTS:

A. BOARD OF COUNTY COMMISSIONERS:

i. LETTER CHANGING REQUISITIONING AND RECEIVING OFFICERS: Selman read the changes to the requisitioning and receiving officers.

B. DISTRICT 1:

i. LETTER CHANGING REQUISITIONING AND RECEIVING OFFICERS: Selman read the changes to the requisitioning and receiving officers.

C. DISTRICT 2:

i. LETTER CHANGING REQUISITIONING AND RECEIVING OFFICERS: Selman read the changes to the requisitioning and receiving officers.

ii. LETTER APPOINTING CHIEF DEPUTY: Selman read the appointment of Sandra Crenshaw as Chief Deputy for District 2.

D. DISTRICT 3:

i. LETTER CHANGING REQUISITIONING AND RECEIVING OFFICERS: Selman read the changes to the requisitioning and receiving officers.

E. COUNTY CLERK:

i. EXCEEDED PURCHASE ORDER REPORT: Selman read the exceeded purchase order report.

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
Mike Haynes

NAY: None.

Motion Passed.

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

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AYE: Ross Selman
Charlie Rogers
Mike Haynes

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
Mike Haynes

NAY: None.

Motion Passed.

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
District 2	543	\$1,500.00	Kiamichi Automotive
District 1	544	\$1,000.00	Yellowhouse Machinery
District 1	545	\$ 500.00	Weldon Parts
District 3	546	\$1,500.00	Kiamichi Automotive
Jail	549	\$2,000.00	Dr. Christopher Beene
Jail	551	\$1,000.00	Locke Supply
Jail	552	\$2,000.00	Bemac
Jail	553	\$ 600.00	Ben E Keith
Jail	554	\$ 100.00	Airgas
Jail	556	\$ 100.00	Ecolab
Jail	557	\$ 500.00	H2O Depot
Jail	558	\$2,000.00	Jamesco
Sheriff	561	\$ 200.00	Bancfirst
Sheriff	562	\$2,000.00	OTA Pikepass
Sheriff	563	\$2,500.00	Performance Food
Sheriff	564	\$3,500.00	SGC Food
Sheriff	565	\$3,500.00	Ben E Keith Food

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

AYE: Ross Selman
Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS: None.

9. AGENDA ITEMS:

A. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE/DISAPPROVE VENDOR TO COMPLETE REPAIRS TO THE OSU EXTENSION CENTER, DUE TO FLOODING, AS PRESENTED BY JOSH RHODES, GARLAND/DBS COMPANY: Rhodes stated that the building has flooded at least 3 times starting in 2015 and gave an overview of the building structure. Rhodes explained the building requirements when it was built, as well as the grade, stating that the grade was correct at the time the structure was built. Rhodes said that the ground grade has risen mainly on the south and west sides of the building and that the landscaping has pushed the grade up over the efis and that landscaping and sod were placed after construction and changed the grade. Rhodes explained the repairs that are needed to the grade and wall structure to make it water tight. Selman asked about lowering the elevation. Rhodes explained the changes to the elevation. Avid Cantrell asked about replacing the efis with metal. Rhodes explained the replacement of the current efis. Selman asked about warranty for the repairs. Rhodes stated that the repairs will have a 10 year warranty. Rhodes stated that they have received bids and recommend Corso Construction for the repairs. In the amount of \$60,940.00. Rogers made a motion to award the repairs to Corso Construction; seconded by Selman.

AYE: Ross Selman
Charlie Rogers
Sandra Crenshaw

NAY: None.

Motion Passed.

B. JOSH RHODES TO ADDRESS THE BOARD REGARDING WATER TESTS AT THE PITTSBURG COUNTY COURTHOUSE: Rhodes stated that the most important issue is the DA Complex sofit. Rhodes explained the efis system and stated that when water gets behind it, it delaminates. Rhodes explained the repairs. Rhodes stated that the sofit needs to be done first. Selman asked about the roofing water penetration. Rhodes stated that under unit 6 when the water was sprayed it leaked. Rhodes stated that he would like to do another water test with both the roofer and Johnson Controls at the same time so that everyone can see it together.

C. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE DISAPPROVE VENDOR TO DEMOLISH DILAPIDATED STRUCTURES LOCATED ON COUNTY OWNED PROPERTY - TREASURER: The following quotes were received.

VENDOR	AMOUNT
Barnett Oil & Gas Construction	\$ 4,700.00
Jimmy Joe Wood Excavation	\$ 9,500.00
HCS	\$19,750.00

Jennifer Hackler explained the property. Selman stated that Barnett is the lowest bid. Selman made a motion to award the quote to Barnett Oil & Gas Construction; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

D. RESOLUTION 25-014 TO CANCEL PURCHASE ORDER – DISTRICT 3: Selman read the resolution stating purchase order 98. Rogers made a motion to cancel the purchase order; seconded by Selman.

AYE: Ross Selman
Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

E. RESOLUTION 25-015 TO DELARE JUNK – DISTRICT 2: Selman read the resolution stating the following item.

DESCRIPTION	ITEM #	SERIAL/VIN #
Lincoln Mig Welder	D2-403.8	9583-U1940401364

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

AYE: Ross Selman
Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

F. RESOLUTION 25-016 TO DEPOSIT CHECK – DISTRICT 1: Selman read the resolution. Selman made a motion to approve the resolution; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

G. RESOLUTION 25-017 TO TRANSFER INVENTORY – HAYWOOD-ARPELAR VFD: Selman read the resolution stating the following item.

DESCRIPTION	ITEM #	SERIAL/VIN #
2007 1 Ton Chevrolet Cab & Chassis	FD-HWARP-302-2	1GBJK34K97E509856

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

AYE: Ross Selman
Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

H. RESOLUTION 25-018 TO CANCEL PURCHASE ORDERS – DISTRICT 1: Selman read the resolution stating purchase orders 11269 and 9316. Rogers made a motion to cancel the purchase orders; seconded by Selman.

AYE: Ross Selman
Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

I. RESOLUTION 25-019 TO DEPOSIT CHECKS – GENERAL FUND: Selman read the resolution. Selman made a motion to approve the resolution; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

J. RESOLUTION 25-020 TO APPOINT BOARD MEMBER TO THE PITTSBURG COUNTY EXPO AUTHORITY BOARD: Selman read the resolution. Selman made a motion to approve the resolution; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

K. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE NOTICE TO THE BANK N.A. OF PERSONS AUTHORIZED TO DO BUSINESS FOR PITTSBURG COUNTY: Selman made a motion to approve the notice; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

L. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE 12-MONTH FIRE ALARM AND SPRINKLER INSPECTION AND FIRE ALARM MONITORING THROUGH JOHNSON CONTROLS - HEALTH DEPARTMENT:

Selman stated the testing is \$1935.31 and the monitoring is \$500.00 the total is \$2,435.31. Rogers made a motion to approve the agreement; seconded by Selman.

AYE: Ross Selman
Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

M. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE SAFE OKLAHOMA GRANT APPLICATION 2024 - SHERIFF: Frankie McClendon explained the grant. Selman made a motion to approve the grant application; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

N. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE RENEWAL MAINTENANCE CONTRACT PROPOSAL WITH MILLER OFFICE EQUIPMENT FOR COPIERS – EMERGENCY MANAGEMENT: Crenshaw stated the renewal contract is in the amount of \$573.79. Rogers made a motion to approve the maintenance contract; seconded by Selman.

AYE: Ross Selman
Charlie Rogers
Mike Haynes

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: Rogers stated that he has spoken to Jack Thorp and that no plea has been made on the charges just on the suspension. McClendon stated that Thorp has told him that he is to be considered as a citizen if he comes to the Sheriff Office.

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

13. 10:00 A.M. – BID OPENINGS: None.

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

AYE: Ross Selman
Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2024-2025
Date Range: 07/15/2024 to 07/15/2024

PO	Warrant No.	Vendor Name	Purpose	Amount
Animal Shelter				
1316-1-8020-1233				
000324	000019	OKLA. EMPLOYMENT SECURITY COM	EMPLOYMENT TAX	\$ 777.20
			Total:	\$ 777.20
1316-1-8020-1234				
000381	000020	ACCO-SIF	WORKERS COMP	\$ 1,155.00
			Total:	\$ 1,155.00
1316-1-8020-2005				
000295	000021	PRO KILL INC.	PEST CONTROL	\$ 80.00
000427	000022	JIM WOOD REFRIGERATION	A/C REPAIR	\$ 676.18
000430	000023	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 62.82
000432	000024	CENTER, EWELL	VET SERVICES	\$ 700.00
			Total:	\$ 1,519.00
Donations				
1235-6-4100-4151				
000221	000001	ERGON ASPHALT & EMULSIONS	CRS-2 ROAD OIL	\$ 4,177.78
000319	000002	ERGON ASPHALT & EMULSIONS	CRS-2 ROAD OIL	\$ 4,128.36
			Total:	\$ 8,306.14
Drug Court				
7206-1-1900-2005				
000405	000001	MCINTOSH CO. YOUTH & FAMILY RES	OFFICE RENTAL	\$ 175.00
000406	000002	US CELLULAR	MONTHLY SERVICE	\$ 74.19
000420	000003	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 75.16
			Total:	\$ 324.35
Econ Dev Trust				
7603-4-0500-2005				
000289	000003	KC FARM MACHINERY INC.	BLADES	\$ 120.85
000292	000004	BEMAC SUPPLY	MAINTENANCE SUPPLIE	\$ 402.55
000346	000005	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 234.04

PO	Warrant No.	Vendor Name	Purpose	Amount
Econ Dev Trust				
7603-4-0500-2005				
000348	000006	TK ELEVATOR CORPORATION	ELEVATOR MAINTENANC	\$ 813.90
000387	000007	OKLAHOMA TAX COMMISSION	SALES TAX	\$ 61.91
000401	000008	HERRINGSHAW WASTE MANAGEMENT	MONTHLY SERVICE	\$ 130.00
000531	000009	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 155.56
			Total:	\$ 1,918.81
Emergency Mgmt				
1212-2-2700-2005				
000352	000005	AT&T MOBILITY	MONTHLY SERVICE	\$ 766.20
000353	000006	VVVE BROADBAND	MONTHLY SERVICE	\$ 179.61
			Total:	\$ 945.81
General				
0001-1-0100-2005				
000392	000125	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 111.56
			Total:	\$ 111.56
0001-1-0600-2005				
000412	000126	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 431.40
			Total:	\$ 431.40
0001-1-0800-2005				
000322	000127	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 150.00
000413	000128	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 431.40
000452	000129	ACCO	ACCO DIRECTORIES	\$ 102.00
000532	000130	BRIGGS PRINTING	LETTERHEAD	\$ 270.00
			Total:	\$ 953.40
0001-1-1000-2005				
000403	000131	PITNEY BOWES BANK INC RESERVE A	POSTAGE	\$ 1,000.00
000411	000132	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 431.40
			Total:	\$ 1,431.40
0001-1-1600-2005				
000414	000134	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 431.40
			Total:	\$ 431.40

General

0001-1-1700-1233				
000327	000135	OKLA. EMPLOYMENT SECURITY COM	EMPLOYMENT TAX	\$ 739.18
			Total:	\$ 739.18
0001-1-1700-1234				
000380	000136	ACCO-SIF	WORKERS COMP	\$ 1,559.83
			Total:	\$ 1,559.83
0001-1-1700-2005				
000337	000133	DATASCOUT LLC	DATASCOUT LICENSES	\$ 3,294.35
000329	000137	AT&T MOBILITY	MONTHLY SERVICE	\$ 373.56
000336	000138	DATASCOUT LLC	DATASCOUT LICENSES	\$ 3,294.35
000377	000139	COUNTY ASSESSORS ASSOC. OF OKL	MEMBERSHIP DUES	\$ 100.00
			Total:	\$ 7,062.26
0001-1-2000-1233				
000326	000140	OKLA. EMPLOYMENT SECURITY COM	EMPLOYMENT TAX	\$ 18,171.26
			Total:	\$ 18,171.26
0001-1-2000-1234				
000386	000141	ACCO-SIF	WORKERS COMP	\$ 35,810.02
			Total:	\$ 35,810.02
0001-1-2000-2021				
000213	000142	USDA-APHIS-WILDLIFE SERVICES	RODENT SERVICES	\$ 2,400.00
			Total:	\$ 2,400.00
0001-1-2200-2005				
000436	000143	AT&T MOBILITY	MONTHLY SERVICE	\$ 141.42
			Total:	\$ 141.42
0001-1-3300-2005				
000340	000144	VYVE BROADBAND	MONTHLY SERVICE	\$ 81.90
000341	000145	AT&T MOBILITY	MONTHLY SERVICE	\$ 297.93
000367	000146	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 7,100.04
000418	000147	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 875.32
000539	000148	LOWES	ROPE	\$ 33.21
			Total:	\$ 8,388.40

General

0001-2-0400-2005					
000342	000151	O.S.B.I.	ODIS USER FEES		\$ 1,600.00
			Total:	\$ 1,600.00	
0001-2-0400-2012					
000075	000152	BEN E. KEITH OKLAHOMA	INMATE GROCERIES		\$ 3,064.88
000093	000153	SGC FOODSERVICE	INMATE GROCERIES		\$ 3,195.48
000290	000154	WALMART COMMUNITY CARD	INMATE GROCERIES		\$ 66.46
000291	000155	PERFORMANCE FOODSERVICE - LITT	INMATE GROCERIES		\$ 2,303.62
000305	000156	PERFORMANCE FOODSERVICE - LITT	INMATE GROCERIES		\$ 53.80
000316	000157	PERFORMANCE FOODSERVICE - LITT	INMATE GROCERIES		\$ 2,050.39
			Total:	\$ 10,734.63	
0001-2-1800-2005					
000357	000149	CRAIG COUNTY DETENTION CENTER	JUVENILE DETENTION		\$ 750.00
000421	000150	EASTERN OKLA. YOUTH SERVICES	JUVENILE DETENTION		\$ 896.31
			Total:	\$ 1,646.31	
0001-2-2700-2005					
000035	000158	CINTAS FIRST AID AND SAFETY #418	FIRST AID SUPPLIES		\$ 196.34
			Total:	\$ 196.34	
0001-4-0500-2005					
000333	000159	AT&T MOBILITY	MONTHLY SERVICE		\$ 134.32
			Total:	\$ 134.32	
0001-5-0900-2005					
000442	000160	SOUTHEASTERN ALARM LLC	FIRE ALARM MONITORIN		\$ 120.00
000443	000161	VIP VOICE SERVICES	MONTHLY SERVICE		\$ 64.32
000444	000162	SUMMIT BUSINESS SYSTEMS INC.	COPIER LEASE		\$ 151.33
			Total:	\$ 335.65	
Health					
1216-3-5000-2005					
000168	000005	WRS GROUP, LTD.	EDUCATIONAL MATERIAL		\$ 667.17
000198	000006	HAPPYNOT AMERICAS INC.	SUBSCRIPTION		\$ 12,716.00
000199	000007	BEMAC SUPPLY	VALVE		\$ 113.89
000244	000008	MICRODAQ LLC	VACCINE MONITORING		\$ 3,129.00
000371	000009	AT&T MOBILITY	MONTHLY SERVICE		\$ 208.68
000372	000010	VYVE BROADBAND	MONTHLY SERVICE		\$ 505.52

PO	Warrant No.	Vendor Name	Purpose	Amount
Health				
1216-3-5000-2005				
000373	000011	STERICYCLE INC	SHRED SERVICE	\$ 242.04
000374	000012	CITY OF MCALESTER	MONTHLY SERVICE	\$ 468.12
000375	000013	AT&T MOBILITY	MONTHLY SERVICE	\$ 313.02
000423	000014	WALMART COMMUNITY CARD	HEALTH DEPT SUPPLIES	\$ 131.92
			Total:	\$ 18,495.36
Highway				
1102-6-4000-1234				
000382	000109	ACCO-SIF	WORKERS COMP	\$ 2,525.00
			Total:	\$ 2,525.00
1102-6-4100-1234				
000383	000110	ACCO-SIF	WORKERS COMP	\$ 31,786.50
			Total:	\$ 31,786.50
1102-6-4100-2005				
000338	000111	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 480.48
			Total:	\$ 480.48
1102-6-4200-1234				
000384	000112	ACCO-SIF	WORKERS COMP	\$ 31,786.50
			Total:	\$ 31,786.50
1102-6-4200-2005				
000529	000113	ACCO	REGISTRATION	\$ 210.00
000533	000114	BRIGGS PRINTING	BUSINESS CARDS	\$ 45.00
			Total:	\$ 255.00
1102-6-4300-1234				
000385	000115	ACCO-SIF	WORKERS COMP	\$ 31,786.50
			Total:	\$ 31,786.50
Hwy-ST				
1313-6-8040-2005				
000023	000046	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 234.36
000339	000047	AT&T MOBILITY	MONTHLY SERVICE	\$ 52.17
000402	000048	HERRINGSHAW WASTE MANAGEMENT	MONTHLY SERVICE	\$ 90.00

PO	Warrant No.	Vendor Name	Purpose	Amount
Hwy-ST				
1313-6-8040-2005				
000408	000049	RAM INC	FUEL	\$ 8,340.54
000450	000050	O REILLY AUTO PARTS	CHARGER	\$ 22.49
			Total:	\$ 8,739.56
1313-6-8041-2005				
000048	000051	T & W TIRE	TIRES & SERVICES	\$ 1,305.32
000080	000052	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 6,183.88
000236	000053	LOWES	SHOP SUPPLIES	\$ 165.58
000264	000054	RAM INC	FUEL	\$ 1,849.41
000266	000055	T & W TIRE	TIRES	\$ 830.55
000296	000056	LOWES	SPRAYERS ETC	\$ 60.74
000298	000057	P & K EQUIPMENT	WEED EATER	\$ 1,393.81
000320	000058	DOLESE	5/8" #3 COVER CHIPS	\$ 1,965.20
000323	000059	AT&T MOBILITY	MONTHLY SERVICE	\$ 221.88
000354	000060	STIGLER MILLING COMPANY LLC	HUB ASSEMBLY ETC	\$ 219.55
000393	000061	GOODWIN, BRENNEN	SHOP SUPPLIES	\$ 1,136.70
000415	000062	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 337.53
000504	000063	TINT KING LLC	WINDOW TINT	\$ 300.00
000536	000064	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 29.19
000537	000065	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 44.69
			Total:	\$ 16,044.03
1313-6-8041-4130				
000297	000066	WELCH STATE BANK	LEASE PAYMENT	\$ 7,866.10
			Total:	\$ 7,866.10
1313-6-8042-2005				
000029	000067	PARROTT TRUCKING	CONTRACT HAULING	\$ 1,800.00
000191	000068	P & K EQUIPMENT	BRUSH HOG PARTS	\$ 2,473.60
000200	000069	WELDON PARTS INC.	TAIL LIGHTS	\$ 279.58
000222	000070	STANDARD MACHINE & WELDING	O-RINGS	\$ 27.50
000223	000071	RAM INC	DIESEL	\$ 5,988.14
000234	000072	PATRIOT AUTO GROUP	MIRROR	\$ 946.90
000330	000073	T & W TIRE	TIRES	\$ 693.80
000332	000074	AT&T MOBILITY	MONTHLY SERVICE	\$ 1,038.47
000416	000075	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 88.25
			Total:	\$ 13,336.24
1313-6-8043-2005				
000019	000076	DOLESE	1 1/2" CRUSHER RUN	\$ 10,959.61
000247	000077	DOLESE	1 1/2" CRUSHER RUN	\$ 5,423.45
000328	000078	AT&T MOBILITY	MONTHLY SERVICE	\$ 1,214.87

PO	Warrant No.	Vendor Name	Purpose	Amount
Hwy-ST				
1313-6-8043-2005				
000417	000079	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 234.82
			Total:	\$ 17,832.75
Jail-ST				
1315-2-8034-1233				
000325	000031	OKLA. EMPLOYMENT SECURITY COM	EMPLOYMENT TAX	\$ 2,015.08
			Total:	\$ 2,015.08
1315-2-8034-2005				
000456	000032	VIP TECHNOLOGY SOLUTIONS GROU	MONTHLY SERVICE	\$ 838.02
			Total:	\$ 838.02
Rural Fire-ST				
1321-2-8201-2005				
000527	000004	ADT SECURITY SERVICES	MONTHLY SERVICE	\$ 101.79
			Total:	\$ 101.79
1321-2-8205-2005				
000334	000005	RURAL WATER DIST #8	MONTHLY SERVICE	\$ 24.00
000335	000006	US CELLULAR	MONTHLY SERVICE	\$ 169.42
			Total:	\$ 193.42
1321-2-8207-2005				
000502	000007	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 144.13
			Total:	\$ 144.13
1321-2-8215-2005				
000118	000008	PRO KILL INC.	PEST CONTROL	\$ 90.00
000451	000009	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 442.30
			Total:	\$ 532.30
1321-2-8217-2005				
000395	000010	CROSS TELEPHONE CO.	MONTHLY SERVICE	\$ 146.48
000396	000011	LONGTOWN RW&S DIST. #1	MONTHLY SERVICE	\$ 45.25
000397	000012	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 246.00
000398	000013	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 51.00
			Total:	\$ 488.73

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8218-2005				
000217	000014	WESTS TOOLS LLC	BRACKET ETC	\$ 991.30
000445	000015	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 145.66
000540	000016	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 40.06
			Total:	\$ 1,177.02
1321-2-8222-2005				
000378	000017	PITTSBURG PUBLIC WORKS AUTH.	MONTHLY SERVICE	\$ 66.80
000379	000018	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 49.26
			Total:	\$ 116.06
1321-2-8225-2005				
000511	000019	HERITAGE WASTE MANAGEMENT	MONTHLY SERVICE	\$ 264.00
000512	000020	US CELLULAR	MONTHLY SERVICE	\$ 44.48
000513	000021	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 109.00
000514	000022	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 81.05
			Total:	\$ 498.53
SH Commissary				
1223-2-0400-2005				
000163	000001	COMMISSARY EXPRESS	INHOUSE COMMISSARY	\$ 2,733.78
000447	000002	PEPSI-COLA BOTTLING CO.	BOTTLED WATER	\$ 339.38
			Total:	\$ 3,073.16
SH Svc Fee				
1226-2-0400-2012				
000003	000041	BEN E. KEITH OKLAHOMA	INMATE COMMISSARY	\$ 3,135.97
			Total:	\$ 3,135.97
1226-2-3400-2005				
000004	000042	BEN E. KEITH OKLAHOMA	JAIL KITCHEN SUPPLIES	\$ 260.05
000005	000043	SGC FOODSERVICE	JAIL KITCHEN SUPPLIES	\$ 158.00
000008	000044	PEPSI-COLA BOTTLING CO.	INMATE WORK CREW	\$ 529.50
000014	000045	CINTAS FIRST AID AND SAFETY #418	FIRST AID SUPPLIES	\$ 171.52
000153	000046	U LINE	DEHUMIDIFIER ETC.	\$ 2,903.36
000303	000047	WALMART COMMUNITY CARD	INMATE HYGIENE SUPPLI	\$ 237.05
000318	000048	BEN E. KEITH OKLAHOMA	JAIL KITCHEN SUPPLIES	\$ 176.09
000345	000049	T & W TIRE	TIRES	\$ 482.03
			Total:	\$ 4,917.60

Grand Total:

\$ 305,390.92

Purchase Orders By Account

Fiscal Year : 2023-2024
Date Range: 07/15/2024 to 07/15/2024

PO	Warrant No.	Vendor Name	Purpose	Amount
Animal Shelter				
1316-1-8020-2005				
010781	000740	H20 DEPOT	WATER & COOLER RENT	\$ 28.20
010786	000741	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 117.00
011377	000742	ZOETIS US LLC	VACCINES	\$ 1,863.00
			Total:	\$ 2,008.20
Econ Dev Trust				
7603-4-0500-2005				
010268	000426	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 78.00
			Total:	\$ 78.00
Emergency Mgmt				
1212-2-2700-2005				
010284	000317	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 80.00
			Total:	\$ 80.00
General				
0001-1-0100-2005				
010749	004473	H20 DEPOT	BOTTLED WATER ETC.	\$ 60.20
			Total:	\$ 60.20
0001-1-1700-2005				
010741	004474	COMDATA	FUEL	\$ 444.13
011544	004475	ADVANTAGE TRUCK & AUTO ACCESSO	VEHICLE ACCESSORIES	\$ 535.00
			Total:	\$ 979.13
0001-1-2000-2011				
011247	004476	CHRISTOPHER BEEENE M.D.	INMATE MEDICAL	\$ 2,000.00
			Total:	\$ 2,000.00
0001-1-3300-2005				
010327	004477	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 39.00

PO	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-1-3300-2005				
010750	004478	UNIFIRST CORP.	FLOOR MATS AND ETC	\$ 210.04
010751	004479	UNIFIRST CORP.	UNIFORMS ETC	\$ 74.00
011613	004480	MIDWEST PRINTING	WARRANTS ETC.	\$ 1,430.69
011634	004481	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 620.25
			Total:	\$ 2,373.98
0001-2-0400-2012				
011389	004482	SGC FOODSERVICE	INMATE GROCERIES	\$ 3,018.52
			Total:	\$ 3,018.52
0001-4-0500-4110				
011410	004483	KC FARM MACHINERY INC.	MOWER	\$ 4,250.00
			Total:	\$ 4,250.00
0001-5-0900-2005				
011406	004484	NASCO	HAY PROBES	\$ 305.99
			Total:	\$ 305.99
Health				
1216-3-5000-2005				
006541	000451	SAINT FRANCIS HEALTH SYSTEM	TB CHEST XRAY	\$ 19.66
010719	000452	AMAZON CAPITAL SERVICES INC.	PROGRAM SUPPLIES	\$ 628.50
011207	000453	HD SUPPLY	JANITORIAL SUPPLIES	\$ 452.67
011283	000454	AMAZON CAPITAL SERVICES INC.	MAINTENANCE SUPPLIE	\$ 169.00
011373	000455	AMAZON CAPITAL SERVICES INC.	CPR TRAINING SUPPLIE	\$ 169.61
011374	000456	AMAZON CAPITAL SERVICES INC.	CHAIR PARTS	\$ 160.93
011420	000457	C R MOWING	LAWN CARE	\$ 250.00
011522	000458	SMILEMAKER.COM	STICKERS	\$ 104.45
			Total:	\$ 1,954.82
Highway				
1102-6-4200-2005				
011328	002974	ACCO	REGISTRATION	\$ 95.00
			Total:	\$ 95.00
1102-6-4300-2005				
010774	002975	COMDATA	FUEL	\$ 4,032.80
010776	002976	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 70.00

Highway

Total: \$ 4,102.80

Hwy-ST

1313-6-8040-2005				
010768	003003	H2O DEPOT	WATER & COOLER RENT	\$ 9.20
010784	003004	COMDATA	FUEL	\$ 313.40
010785	003005	JAMES SUPPLIES	CYLINDER RENTALS	\$ 27.00
Total:				\$ 349.60

1313-6-8041-2005				
008891	003006	STIGLER STONE	1" CRUSHER RUN	\$ 4,762.56
010764	003007	JAMES SUPPLIES	CYLINDER RENTALS	\$ 20.10
010777	003008	H2O DEPOT	WATER & COOLER RENT	\$ 18.40
011520	003009	CUSTOM PRODUCTS CORPORATION	SIGNS	\$ 129.09
011526	003010	PACE HEAT & AIR	AIR CONDITIONER REPAI	\$ 95.00
Total:				\$ 5,025.15

1313-6-8041-4110				
009473	003011	DIGI SECURITY SYSTEMS	CAMERA SYSTEM	\$ 23,209.05
Total:				\$ 23,209.05

1313-6-8042-2005				
008969	003012	KIRBY SMITH INC.	FILTERS	\$ 257.83
009561	003013	LOWES	SWITCH	\$ 41.87
010243	003014	DOLESE	1 1/2" CRUSHER RUN	\$ 11,049.22
010328	003015	DOLESE	1 1/2" CRUSHER RUN	\$ 11,049.77
010400	003016	DOLESE	12" RIP RAP	\$ 5,592.37
010429	003017	DOLESE	1 1/2" CRUSHER RUN	\$ 11,028.68
010772	003018	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 183.00
011259	003019	WARREN POWER & MACHINERY INC.	BEARINGS & SEAL	\$ 498.42
011370	003020	TARGET SPECIALTY PRODUCTS	MOSQUITO SPRAY	\$ 2,000.00
011502	003021	DIRECT DISCOUNT TIRE	TIRES	\$ 4,732.50
011566	003022	WELDON PARTS INC.	TARP MOTOR	\$ 787.20
Total:			\$ 47,220.86	

1313-6-8043-2005				
011356	003023	DOLESE	1 1/2" CRUSHER RUN	\$ 2,211.88
Total:				\$ 2,211.88

Jail-ST

PO	Warrant No.	Vendor Name	Purpose	Amount
Jail-ST				
1315-2-8034-2011				
009654	000871	CHRISTOPHER BEENE M.D.	INMATE MEDICAL	\$ 2,000.00
Total:				\$ 2,000.00
REAP				
1425-1-6200-4324				
010491	000008	ROSS ROGERS EQUIPMENT	EQUIPMENT PURCHASE	\$ 31,465.05
Total:				\$ 31,465.05
Rural Fire-ST				
1321-2-8201-2005				
010732	001208	COMDATA	FUEL	\$ 42.27
Total:				\$ 42.27
1321-2-8204-2005				
010204	001209	SOS FIRE EQUIPMENT LLC	BUNKER GEAR ETC.	\$ 21,142.18
Total:				\$ 21,142.18
1321-2-8205-2005				
009685	001210	COMDATA	FUEL	\$ 195.33
010743	001211	KIAMICHI AUTOMOTIVE WAREHOUSE	AUTO PARTS	\$ 445.00
Total:				\$ 640.33
1321-2-8215-2005				
009688	001212	COMDATA	FUEL	\$ 89.63
010735	001213	COMDATA	FUEL	\$ 207.53
Total:				\$ 297.16
1321-2-8217-2005				
010737	001214	COMDATA	FUEL	\$ 99.88
Total:				\$ 99.88
1321-2-8227-2005				
010740	001215	COMDATA	FUEL	\$ 261.90
011615	001216	RURAL WATER DIST. #9	MONTHLY SERVICE	\$ 94.84
Total:				\$ 356.74

Page 4/5

Rural Fire-ST

1321-2-8228-2005				
000119	001217	COMDATA	FUEL	\$ 62.72
			Total:	\$ 62.72

SH Commissary

1223-2-0400-2005				
011237	000323	BANCFIRST	POSITIVE PAY MONTHLY	\$ 147.29
			Total:	\$ 147.29

SH Svc Fee

1226-2-3400-2005				
010761	002148	H20 DEPOT	WATER & COOLER RENT	\$ 142.90
011235	002149	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 152.00
011314	002150	ALDERSON REGIONAL LANDFILL	LANDFILL CHARGES	\$ 81.46
011484	002151	ALDERSON REGIONAL LANDFILL	LANDFILL CHARGES	\$ 75.65
011619	002152	STERICYCLE INC	SHRED SERVICE	\$ 223.76
			Total:	\$ 675.77

1226-2-3400-2011				
010765	002153	CARING HANDS HEALTHCARE CENTE	INMATE PRESCRIPTIONS	\$ 263.95
			Total:	\$ 263.95

1226-2-3400-2030				
011236	002154	JAMES SUPPLIES	CYLINDER LEASE	\$ 20.70
			Total:	\$ 20.70

Grand Total: \$ 156,537.22



Board of County Commissioners, Pittsburg County

*Charlie Rogers
District #1*

*Kevin Smith
District #2*

*Ross Selman
District #3*

July 15, 2024

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

RE: Requisitioning/Receiving Officers

Dear Mrs. Trammell,

Please move Leslie Gray to the position of Receiving Office and add Sandra Crenshaw to the position of requisitioning officer for the following funds related to the Board of County Commissioners Office

General Fund (0001)
Highway Cash (1102)
Highway Sales Tax (1313)
Economic Development Authority (7603)
Educational Facilities Trust (7605)
REAP Grants (1435)
Donations (1235)

Should you have any questions, please do not hesitate to contact me at your convenience.

Sincerely,

Ross Selman
Chairman



Board of County Commissioners, Pittsburg County

*Charlie Rogers
District #1*

*Kevin Smith
District #2*

*Ross Selman
District #3*

July 15, 2024

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

RE: Requisitioning/Receiving Officers

Dear Mrs. Trammell,

Please move Leslie Gray to the position of Receiving Office and add Sandra Crenshaw to the position of requisitioning officer for the following funds related to Highway District 1:

Highway Cash (1102)
Highway Sales Tax (1313)
Donations (1235)
County Bridges & Roads Improvements (1103)

Should you have any questions, please do not hesitate to contact me at your convenience.

Sincerely,

Charlie Rogers
Commissioner



Board of County Commissioners, Pittsburg County

*Charlie Rogers
District #1*

*Kevin Smith
District #2*

*Ross Selman
District #3*

July 15, 2024

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

RE: Requisitioning/Receiving Officers

Dear Mrs. Trammell,

Please accept this letter by my authority to appoint the following persons as requisitioning and receiving officers:

Requisitioning Officers

Mike Haynes
Sandra Crenshaw

Receiving Officers

Roy Tucker
Denise Kellogg
Leslie Gray
Brittany Sanders

The above-mentioned requisitioning and receiving officers will be for the following funds:

Highway Cash
Highway Sales Tax
County Bridges & Roads Improvements (CBRI)

Should you have any questions, please do not hesitate to contact me at your convenience.

Sincerely,

Mike Haynes
Commissioner



Board of County Commissioners, Pittsburg County

*Charlie Rogers
District #1*

*Kevin Smith
District #2*

*Ross Selman
District #3*

July 15, 2024

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

RE: Requisitioning/Receiving Officers

Dear Mrs. Trammell,

Please move Leslie Gray to the position of Receiving Office and add Sandra Crenshaw to the position of requisitioning officer for the following funds related to Highway District 3:

Highway Cash (1102)
Highway Sales Tax (1313)
Donations (1235)
County Bridges & Roads Improvements (1103)

Should you have any questions, please do not hesitate to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Ross Selman", followed by a long horizontal flourish.

Ross Selman
Commissioner



Board of County Commissioners, Pittsburg County

*Charlie Rogers
District #1*

*Kevin Smith
District #2*

*Ross Selman
District #3*

July 15, 2024

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

RE: Chief Deputy

Dear Mrs. Trammell,

In accordance with Oklahoma Statutes, Title 19 § 180.65.B, I hereby appoint Sandra Crenshaw as chief deputy for Pittsburg County District #2.

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

Sincerely,

Mike Haynes
Commissioner

PITTSBURG COUNTY CLERK'S OFFICE

DEPUTIES

BOBBI HARTSFIELD
MONICA SENNETT
VIRGINIA O'DELL
GLADYS BLANSETT



DEPUTIES

LAUREN GUTHRIE
MIRANDA BEDFORD
SYDNEY TARRON
JEREMY KENNEDY
BLAKE WILLIAMSON

HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY COURTHOUSE, ROOM 103
P.O. BOX 3304
MCALESTER, OK 74502
OFFICE 918-423-6865 FAX 918-423-7304

Exceeded Purchase Order: As of July 15TH, 2024.

PO #	AMOUNT	EXCEEDED AMOUNT	VENDOR	FUND	DEPARTMENT
10785	\$25.00	\$2.00	JAMES SUPPLIES	HWY-ST	ASPHALT PLANT
8	\$500.00	\$29.50	PEPSI-COLA BOTTLING CO.	SH SVC FEE	SHERIFF

Hope Trammell
Pittsburg County Clerk



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



ROOFING MATERIAL AND SERVICES PROPOSAL

Pittsburg County
OSU Extension Center
707 W Electric Avenue
McAlester, OK 74501

Date Submitted: 07/09/2024
Proposal #: 25-OK-240837
MICPA # PW1925

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

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities).

Scope of Work: OSU Extension Center Exterior Waterproofing

1. All work performed is to be performed using good construction practice, and follow all codes and statutes relating to this project.
2. Remove any landscaping, debris or soil that will need to be excavated to repair the walls and concrete joints of the project.
3. All dirt, debris, oils and contaminants must be removed by the most effective method possible. High-pressure water washing (2000 psi minimum) is the preferred method when appropriate. Clean-Shield a biodegradable non toxic masonry safe cleaning agent should be used in conjunction with soft brush agitation and pressurized water. When pressure washing is used, it should be done at a pressure suitable to remove embedded dirt and contaminants without damaging the substrate that is being cleaned. Care must also be taken to ensure that water does not intrude into the building. It is very important to note that inadequate preparation of surfaces can lead to premature failure of the waterproofing system.
4. Make all necessary repairs to the EIFS including but not limited to holes, splits, tears and damage from ground water. EIFS should be a minimum of 4" above finished grade for landscape and 2" above finished grade for hardscape.
5. Remove bottom 18" of EIFS from South Elevation and replace with secure rock or equal.
6. Apply Ultraguard HB in fiberglass mat to the joint between the secure rock and the slab. Extend Ultraguard up to coat entire secure rock board at 80 Mil minimum.
7. Apply textured finish coat over Ultraguard HB and finish to match existing EIFS.

8. Apply (2) Coats of Tuff Coat Masonry Damp Proofer to the all EIFS and seal with (1) coat of Seal-A-Pore WB per application guidelines.
9. At east SE and SW corner where EIFS and Split face block return to the north. Apply appropriately sized backer rod and fill void with Greenlock Sealant XL and trowel smooth.
10. Split face brick shall have all voids in brick and grout greater than 1/8" in diameter sealed with Green Lock Sealant XL polyether 100% Solids sealant(grey in color). Apply (2) coat of Seal-A-Pore WB to all split face block.
11. Apply Greenlock Sealant XL to fillet joint as shown in detail at all location to form a water tight seal at joint.
12. Reinstall the (3) downspout drains on the SE side to the drain swale and ensure positive draiage away from the building.
13. Install new drains from the downspouts on the SW elevation and bring into the drain swale on west side. (These were never cut into the drain)
14. Remove grates from top of drain channels and remove all grass and debris. Clean drain channels with pressurized water and remove all blockage.
15. Clean all gutters and downspouts and clear any obstructions limiting drainage.
16. Prior to completion of project all soils should have been removed that covered the cold joint at the slab to footing and positive drainage moving water away from the building should be restored.
17. Work areas are to be cleaned daily and pictures of work are due each day to owners representative.
18. Contractor to provide (2) year workmanship warranty.

OSU Extension Center Exterior Waterproofing:

Proposal Price Based Upon Market Experience:

\$ 60,940

Garland/DBS Price:

Corso Construction

Western Specialty Contractors

F.W. Walton

\$ 60,940

\$ 66,139

\$ 105,362

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

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

Clarifications/Exclusions:

1. Permits are excluded.
2. Plumbing, Mechanical, Electrical work is excluded.
3. Interior Temporary protection is excluded.
4. Any work not exclusively described in the above proposal scope of work is excluded.

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

Respectfully Submitted,

Matt Egan

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



EFIS Assessment
Pittsburg County Courthouse Annex
McAlester, OK

Performed By

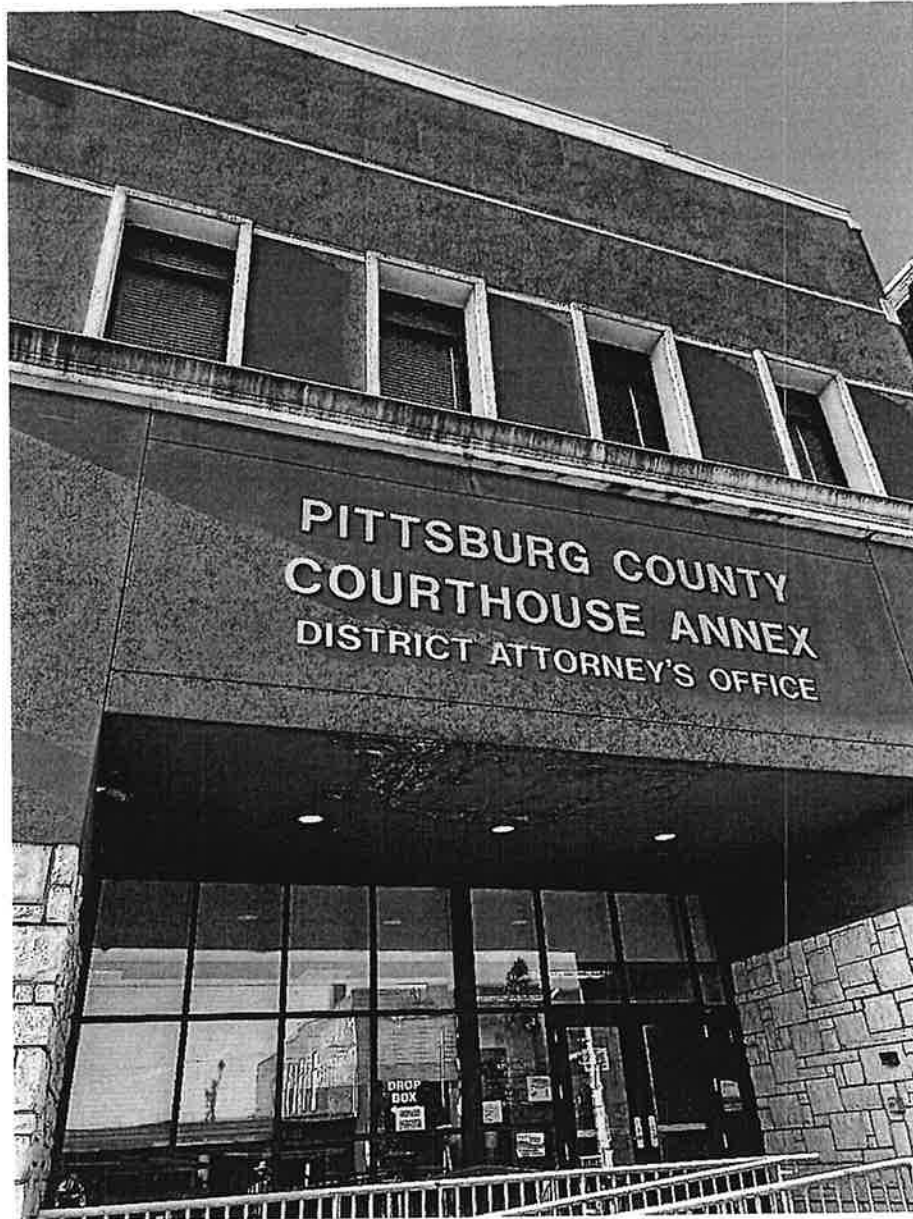


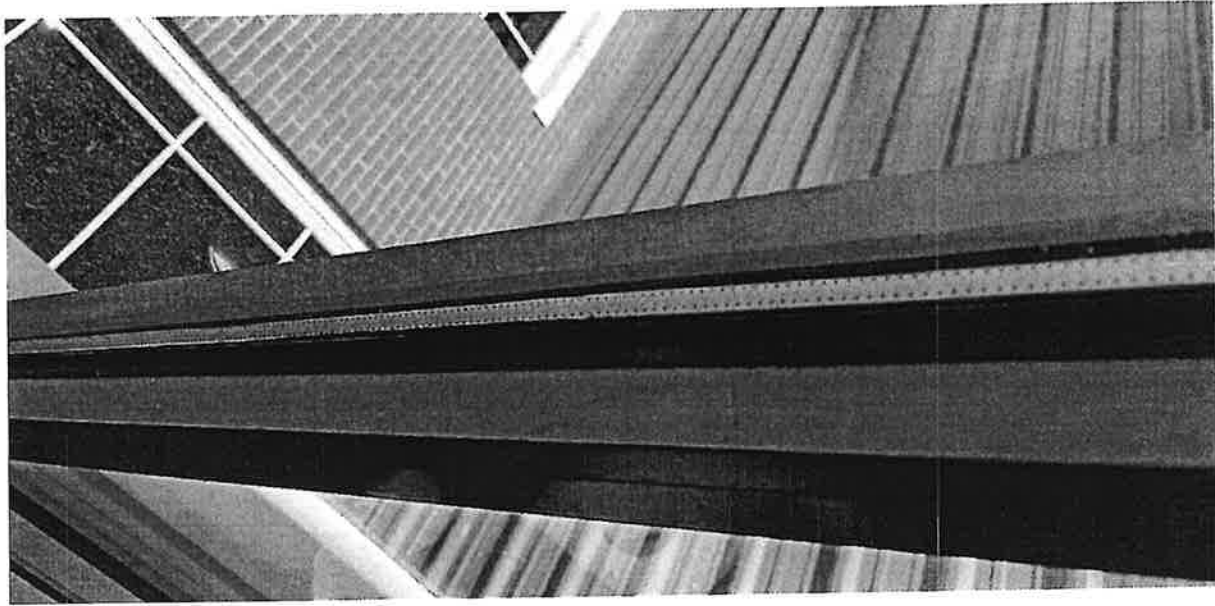
Jason D. Pollard, RRO
15954 S. Mur Len Rd, #221
Olathe, KS 66062
(913) 274-8484
rooflinkllc@gmail.com
www.rooflinkllc.net

Pittsburg County Courthouse Annex

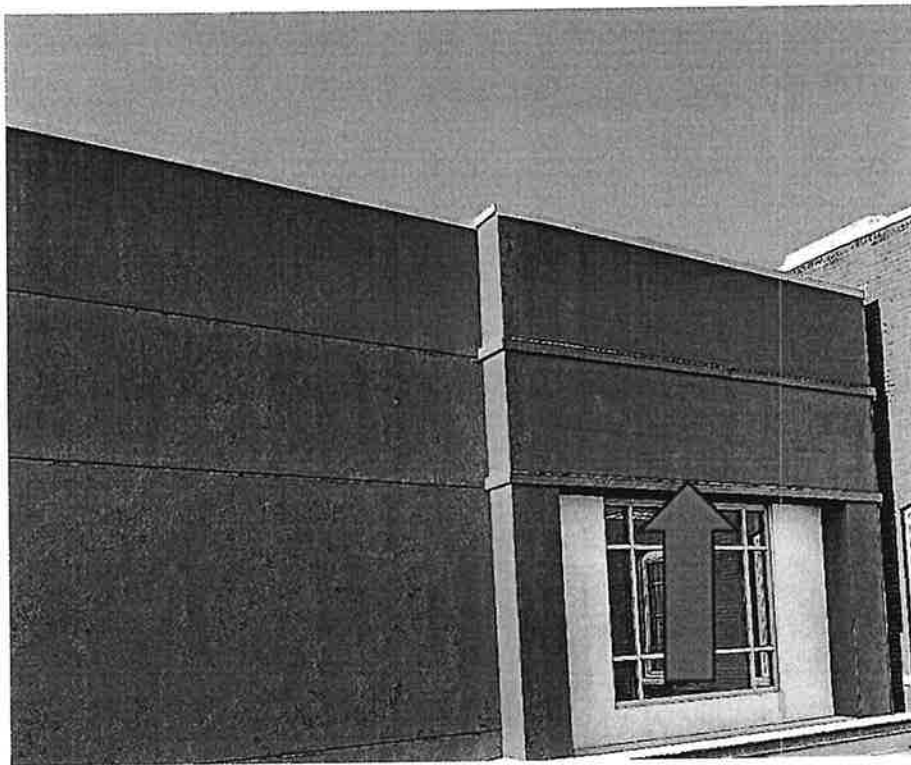
115 E. Carl Albert Parkway

McAlester, OK 74055

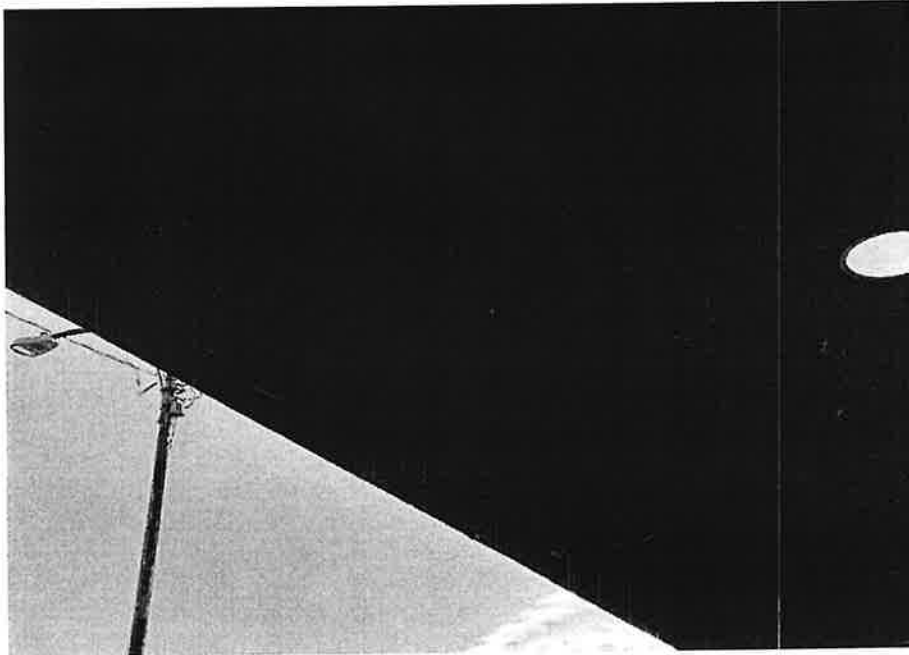
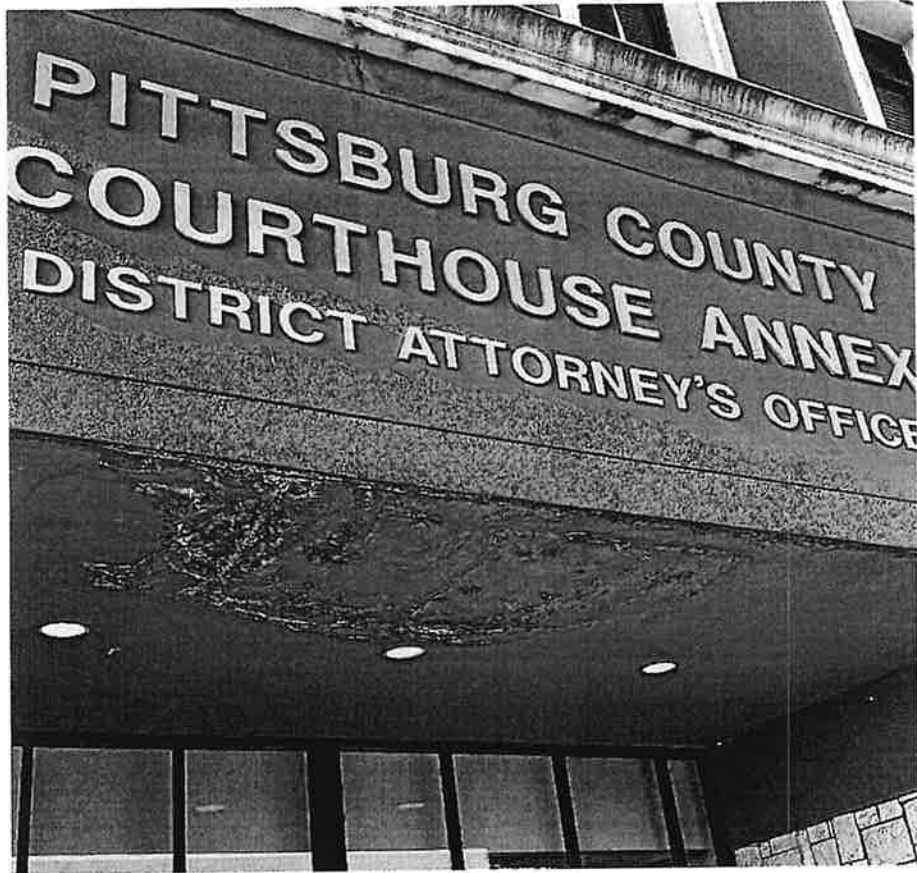




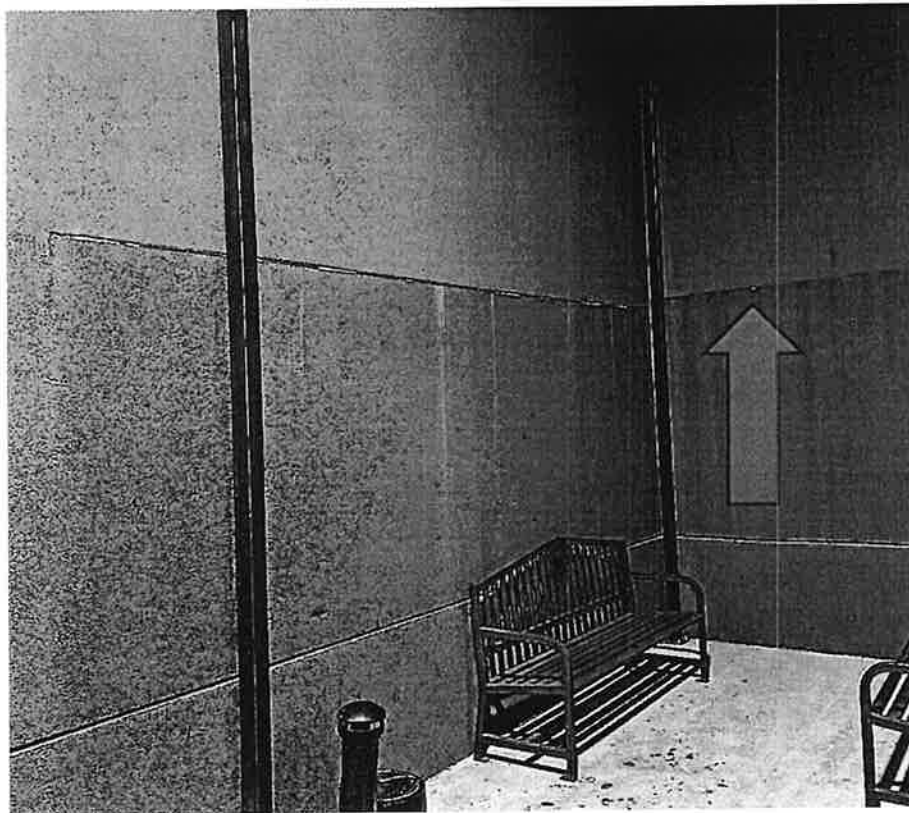
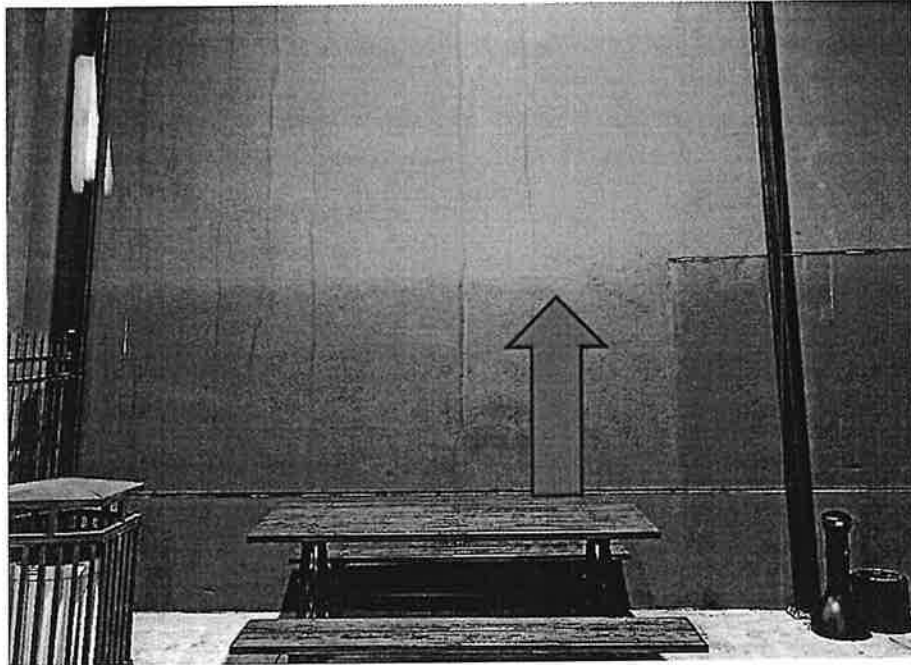
Signs of Moisture Infiltration Through the Windows



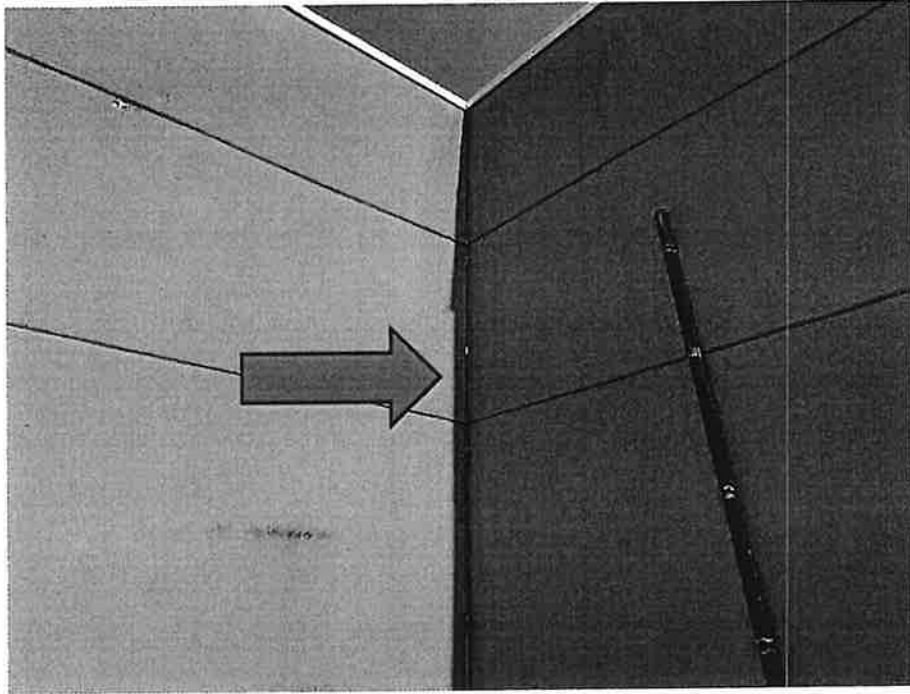
Visible Insulation Board Joints on the Front (South) Part of the Building



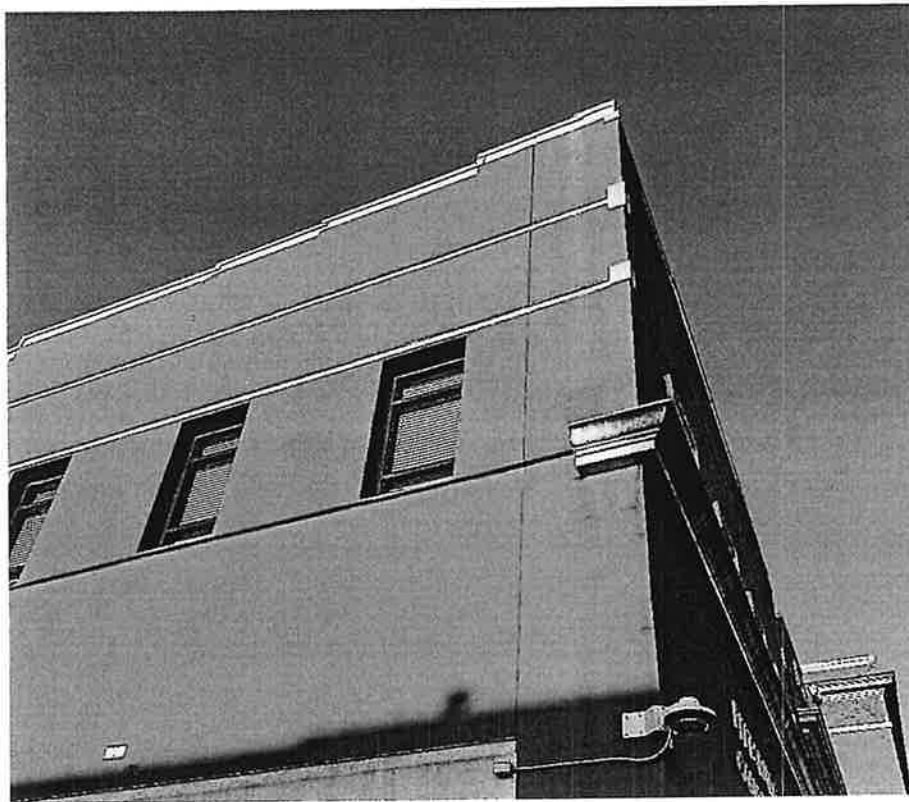
Significant Long Term Water Damage Evident in the EFIS Assembly Overhang Above the South Front Doors



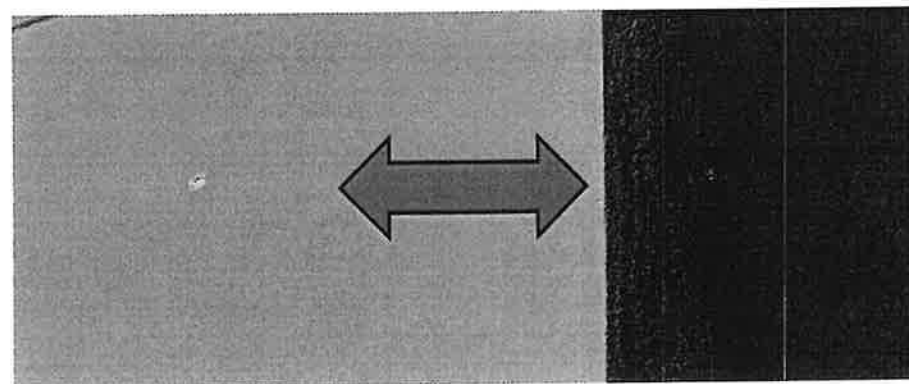
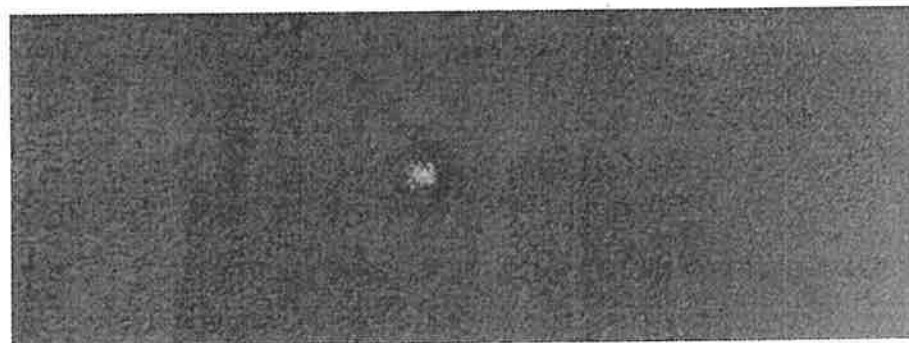
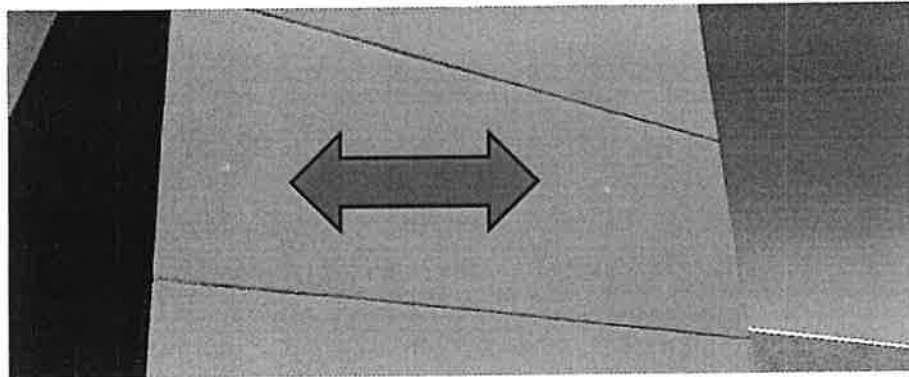
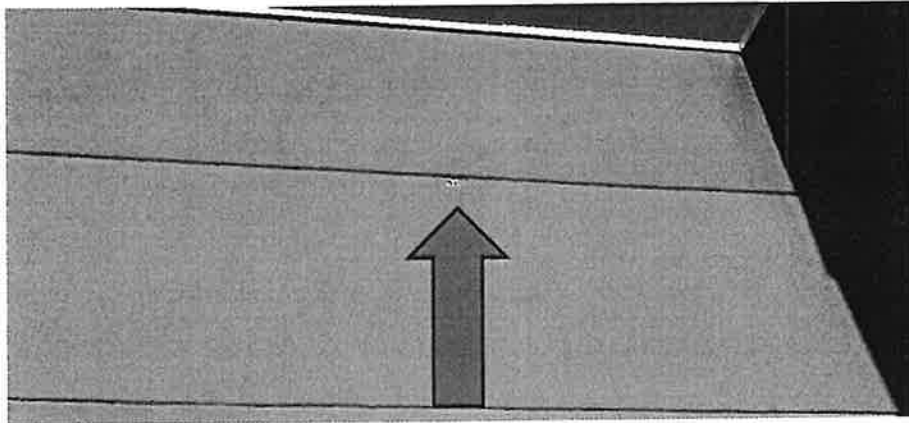
Crack in the Existing EFIS Façade at the First Floor (South) Side Door Area



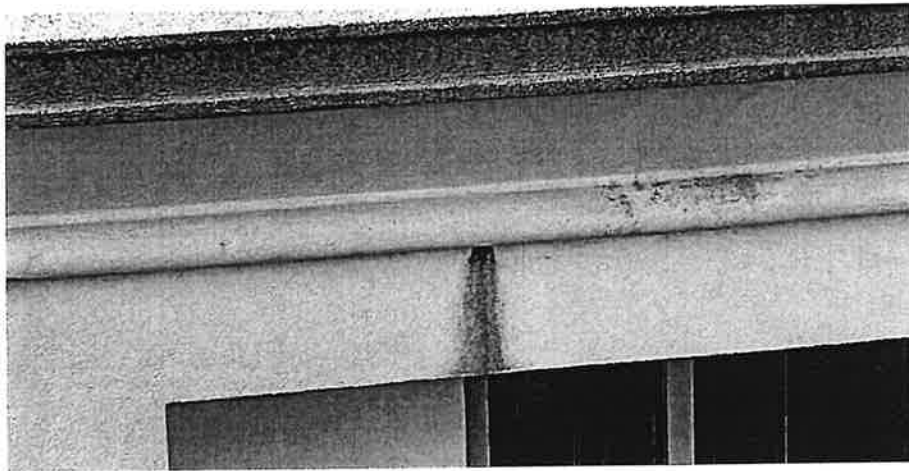
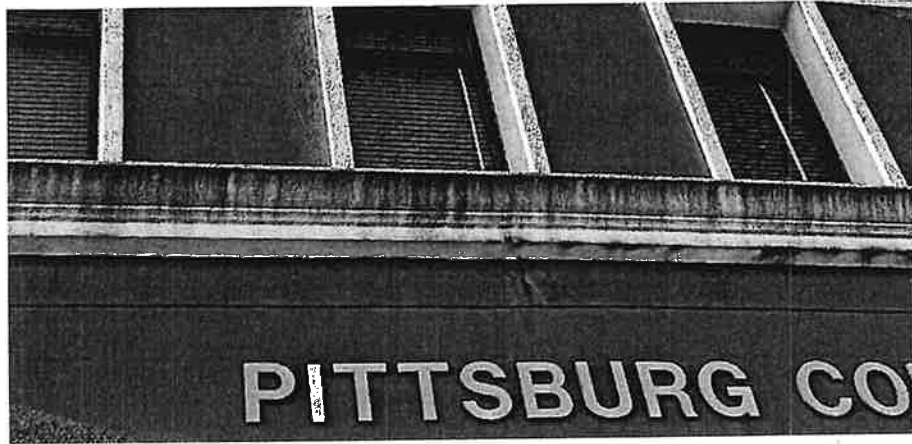
Significant Crack in the Building Joint (North Side)



West Side of the EFIS Assembly Overview



Multiple Areas of Damage that Have Breached the EFIS Assembly



Multiple Areas Showed Signs of Moisture Transmission Through the EFIS Assembly

Pittsburg County Court Annex EFIS Overview:

The Pittsburg County Court Annex EFIS was inspected for the overall condition of the existing assembly. The building walls are an EFIS wall cladding system that consists of field applied rigid insulation panels on the outside of the buildings framing with a layer of synthetic stucco. Without destructive testing, Rooflink could not determine the exact installation process conducted by the contractor at the time of installation. It appears that there is a lack of secondary drainage to the EFIS so the intent would be as a barrier assembly to repel all incoming water from penetrating the EFIS assembly.

Multiple deficiencies were observed at the time of the inspection that would allow moisture into the EFIS assembly including holes, cracks, and deferred maintenance. Deferred maintenance to an EFIS assembly can be problematic by allowing continued moisture infiltration into the assembly with no way for the moisture to back out of the assembly effectively. Although EFIS is made of water-repelling products, these products are not waterproof and cannot withstand long term moisture retention.

The water retention in the EFIS assembly can cause organic growth on the insulation facer and degradation of the bond between the facer and gypsum core causing an overall EFIS assembly failure through corrosion of the fasteners. The EFIS assembly on the Pittsburg County Court Annex building is in need of significant remediation to repair the multiple areas of EFIS damage but also repair the failure above the front south entrance.

Recommendation: The best long-term course of action would be to engage an EFIS expert to facilitate a scope of work to repair and replace the components necessary of the Pittsburg County Court Annex EFIS assembly. These repairs should be conducted at the earliest convenience to prevent continued failure of the EFIS assembly. A new coating system should be part of the scope of work to ensure the building cladding is waterproof for an extensive period of time.

Barnett Oil & Gas Construction

2099 N George Nigh Expressway
McAlester, Ok 74501
(918)423-5534 fax (918)423-5955

Bid

June 25, 2024

Pittsburg County Treasurer

Attn: Kelsey

Demolition - 322 W Madison Ave

Landfill Fee's	\$ 2,200.00
Equipment / Trucking Fee's	<u>\$ 2,500.00</u>

TOTAL \$ 4,700.00

**1878 Shady Grove Rd
McAlester, OK 74501
1-918-424-4971**

Number: **043**

TO _____

TERMS:

S: 322 W Madison McAlester

PHONE	DATE OF ORDER
ORDER TAKEN BY	CUSTOMER'S ORDER NUMBER
<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA	
JOB NAME/NUMBER	
JOB LOCATION	
JOB PHONE	STARTING DATE

[illegible]

Demo job

From: Dustin Harris (hcsboss5@yahoo.com)

To: pittsburg_treasurer@yahoo.com

Date: Tuesday, July 2, 2024 at 09:09 AM CDT

H. C. S.
Po bx 1185
Krebs ok 74554
918/424/2811

Pittsburg Co Demo Job
322 west Madison
Mcalester ok.

Demo home structure and small brush around exterior of home and the garage will make home and lot area mow able
total cost all equipment labor and dump fees.
\$ 19,750.00.

Thanks for the opportunity to quote this project.

RESOLUTION
25-014

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, July 15, 2024.

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

0098, issued on July 1, 2024 to Rush Truck Center in the amount of \$1168.51 for a HVAC Control Valve.

WHEREAS, the above-mentioned Purchase Orders was not used and, therefore no longer needed, and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel Purchase Orders 0098 for FY 2024-2025

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



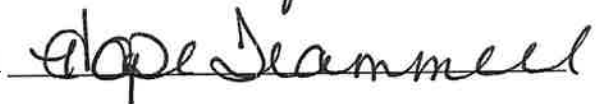
VICE-CHAIRMAN



MEMBER



COUNTY CLERK



RESOLUTION
25-015

The Board of County Commissioners of Pittsburg County met in regular session on Monday, July 15, 2024.

WHEREAS, Highway Department #2 wishes to declare the following item junk:

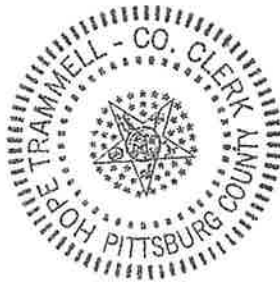
ITEM#	DESCRIPTION	SERIAL/VIN#
D2-403.8	LINCOLN MIG WELDER	9583-U1940401364

WHEREAS, the above-mentioned item is no longer operable and has been taken to the Alderson Regional Landfill for disposal.

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

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN

[Signature]

VICE-CHAIRMAN

[Signature]

MEMBER

[Signature]

COUNTY CLERK

[Signature]

FIXED ASSET RECORD - PROPERTY AND EQUIPMENT
(Vehicles, Furniture, Equipment, Machinery, Radios, Electronics, Etc.)

County **Pittsburg**
Department **District 2**
Inventory Officer

Identification Number **D2-403.8**
Account

Item **MIG WELDER**
Trade Name **LINCOLN**
Description

Record of Acquisition
Estimated Useful Life
Year

Serial Number **9583-UI940401364**
Model Number

Vendor (or donor)
Date Acquired
Cost
Purchase Order Number
Warrant Number
Location of Asset
Federal Grant Funds used

Vendor Address
Estimated Fair Market Value (if donated)

Remarks
Federal Grant Number

Lease-Purchase Assets or Leased (rented) Assets

Vendor
Payment Contract with
Date of contract
Purchase Price
Date of Final Payment

☐ Lease- Purchase (title will transfer to the County upon final payment).
☐ Leased/Rented (For tracking purposes only - full warranty leases and rented equipment are not to be included in total value of County owned fixed assets).

Asset Disposition			
Date Declared Surplus	Surplus Resolution #		
Disposition (check one)	<input type="checkbox"/> Sold	<input type="checkbox"/> Traded	<input type="checkbox"/> Junked
Date Sold or Traded	Date of Disposition	Other:	
Receipt Number		Disposition Resolution Number	
Sold or Traded to:	Vendor Address	Amount	
Method of disposal (if declared junk)			

RESOLUTION
25-016

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, July 15, 2024.

WHEREAS, Pittsburg County District 1 has been issued a check from Patriot Auto Group for refund in the amount of \$547.20. The check is to be deposited into the following account.

FUND	ACCOUNT	AMOUNT
Highway Sales Tax	1313-6-8041-2005	\$547.20

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

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Pittsburg County, do hereby approve the deposit of \$547.20 from Patriot Auto Group.

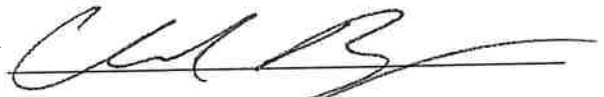
BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



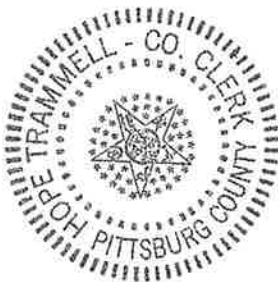
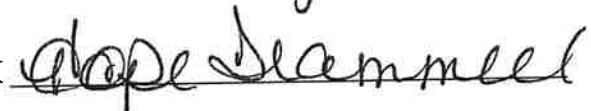
VICE-CHAIRMAN



MEMBER



COUNTY CLERK



ADDITIONAL INFORMATION - IF APPLICABLE

CHECK	VENDOR	VENDOR NAME			CHECK DATE
35936	001106091	PITTSBURG COUNTY DIST #1			6/25/2024
INVOICE	INVOICE DATE	INVOICE AMOUNT	DISCOUNT	AMOUNT PAID	MEMO INFORMATION
5021078	6/25/2024	547.20	.00	547.20	REFUND CREDIT ON ACCOUNT
		INVOICE TOTAL	DISCOUNT TOTAL	PAID TOTAL	CUSTOMER NUMBER
REMITTANCE ADVICE		547.20	.00	547.20	

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19402

B_MCBW

PATRIOT AUTO GROUP 3 LLC
916 S George Nigh Expy
McAlester, OK 74501



916 S George Nigh Expy
McAlester, OK 74501
(918) 423-2288

Arvest Bank
100 SE FRANK PHILLIPS BLVD.
BARTLESVILLE, OK 001040900

DATE	CHECK
6/25/2024	35936

AMOUNT
\$ 547.20

Pay Five Hundred Forty-Seven Dollars and Twenty Cents

TO
THE
ORDER
OF

PITTSBURG COUNTY DIST #1
PO BOX 268
HAILEYVILLE, OK 74546

[Signature]

RESOLUTION
25-017

The Board of County Commissioners of Pittsburg County met in regular session on Monday, July 15, 2024.

WHEREAS, the Haywood-Arpelar Volunteer Fire Department wishes to declare the following item surplus:

ITEM#	DESCRIPTION	SERIAL/VIN#
FD-HWARP 302-2	2007 1-TON 4X4 CHEVROLET CAB & FLATBED CHASSIS	1GBJK34K97E509856

WHEREAS, the above-mentioned item is no longer needed by the Haywood-Arpelar Volunteer Fire Department and it is their decision to sell the above-mentioned item to Pittsburg County District #3 for the amount of \$4,500.00

THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Pittsburg County do hereby declare the above-mentioned item surplus to be sold to Pittsburg County District #3 for the amount of \$4,500.00.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

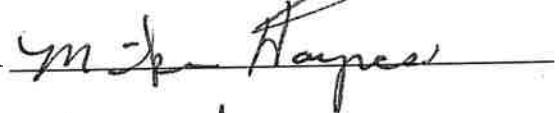
CHAIRMAN



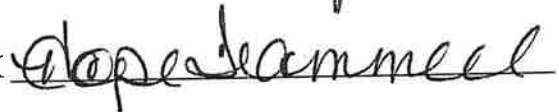
VICE-CHAIRMAN



MEMBER



COUNTY CLERK



RESOLUTION
25-018

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, July 15, 2024.

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

11269, issued on June 17, 2024 to Dunn Country Chevrolet in the amount of \$889.69 for Truck Parts.

9316, issued on April 16, 2024 to Stigler Stone in the amount of \$6050.00 for Shop 1" Crusher Run.

WHEREAS, the above-mentioned Purchase Orders was not used and, therefore no longer needed, and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel Purchase Orders 11269, 9316 for FY 2023-2024

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



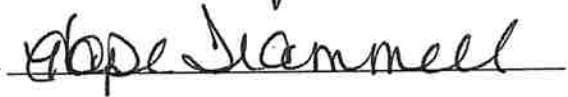
VICE-CHAIRMAN



MEMBER



COUNTY CLERK



RESOLUTION
NO. 25-019

The Board of County Commissioners, Pittsburg County, met in regular session on July 15, 2024.

WHEREAS, Pittsburg County has been issued two checks from the Association of County Commissioners Self Insured Group for insurance claims for flooding at the OSU Extension Center in the amount of \$7,842.25 and \$7,591.00. The checks are to be deposited into the following account as the payment for the mitigation and repairs will come from this account.

FUND	ACCOUNT	AMOUNT
General Fund Building Maintenance	0001-1-3300-2005	\$15,433.25

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

THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Pittsburg County do hereby approve the deposit of \$15,443.25 from the Association of County Commissioners Self Insured Group.

ATTEST:




CHAIRMAN


VICE-CHAIRMAN


MEMBER


COUNTY CLERK

**SELF INSURED GROUP**

429 N.E. 50th STREET
OKLAHOMA CITY, OK 73105
(405) 962-1920
TOLL FREE 1 (877) 962-1920

BANCFIRST
P.O. BOX 26788
OKLAHOMA CITY, OK 73126
39-363-1030
VOID AFTER 90 DAYS

G038851

PAY Seven Thousand Eight Hundred Forty-Two and 25/100 Dollars*****

TO THE
ORDER OF

Pittsburg County
115 E. Carl Albert Parkway
McAlester, OK 74501

DATE
7/9/2024AMOUNT
\$7,842.25

AUTHORIZED SIGNATURE

⑈038851⑈ ⑆103003632⑆ 0400523299⑈

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA / SELF INSURED GROUP

G 038851

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
All Risks Buildings All Other Pe	7/8/2024	7/8/2024	repairs	\$0.00	\$7,842.25

Claim Number: GCPROP076772 Claimant: Pittsburg County Payee: Pittsburg County
Total Check Amt: \$7,842.25 Event Date: 6/4/2024 Department: 0061 Pittsburg County
Check Memo: 08-Jul-2024 10:29:24 AM (Jim Dougherty) For repairs to OSU building from water loss on 06/04/2024

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA / SELF INSURED GROUP

G 038851

08-Jul-2024 10:29:24 AM (Jim)



SELF INSURED GROUP
429 N.E. 50th STREET
OKLAHOMA CITY, OK 73105
(405) 962-1920
TOLL FREE 1 (877) 962-1920

BANCFIRST
P.O. BOX 26788
OKLAHOMA CITY, OK 73126
39-363-1030
VOID AFTER 90 DAYS

G 038850

PAY Seven Thousand Five Hundred Ninety-One and 00/100 Dollars*****

TO THE
ORDER OF

Pittsburg County
115 E. Carl Albert Parkway
McAlester, OK 74501

DATE
7/9/2024

AMOUNT
\$7,591.00

Austy L. Birdsong

AUTHORIZED SIGNATURE

⑈038850⑈ ⑆103003632⑆ 0400523299⑈

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA / SELF INSURED GROUP

G 038850

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
All Risks Buildings All Other Pe	7/8/2024	7/8/2024	Mitigation	\$0.00	\$7,591.00

Claim Number: GCPROP076772 Claimant: Pittsburg County Payee: Pittsburg County
Total Check Amt: \$7,591.00 Event Date: 6/4/2024 Department: 0061 Pittsburg County
Check Memo: 08-Jul-2024 10:26:29 AM (Jim Dougherty) For water mitigation of the OSU building by Flood Serv

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA / SELF INSURED GROUP

G 038850

08-Jul-2024 10:26:29 AM (Jim

RESOLUTION
25-020

The Board of County Commissioners of Pittsburg County met in regular session on Monday, July 15, 2024.

WHEREAS, On June 25, 2024, notice was given to the Board of County Commissioners Office of the resignation of Kevin Smith from the Pittsburg County Regional Exposition Authority Board.

WHEREAS, the Board of County Commissioners wish to appoint Ira Brinlee to the Pittsburg County Regional Exposition Authority Board to replace Kevin Smith.

WHEREAS, Mr. Brinlee is a resident of Pittsburg County and has agreed to fill this vacant position.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Pittsburg County do hereby appoint Mr. Ira Brinlee as a Pittsburg County representative to the Pittsburg County Regional Exposition Authority Board to replace Kevin Smith upon his resignation.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN

Ross Schum

VICE-CHAIRMAN

Carl J.

MEMBER

Mike Hayes

COUNTY CLERK

JoPe Trammell

JENNIFER HACKLER, COUNTY TREASURER

DEPUTIES

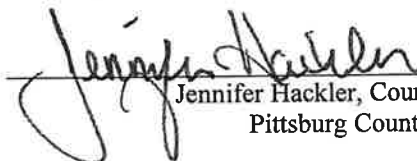
TAMMY ROBERTS
SUMMER ROGERS
BROOKE OLIVER


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


DEPUTIES

KELSEY MITCHELL
SUZIE GLASCO

Effective July 15, 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
County Treasurer



Chairman
Pittsburg County, Oklahoma


Member


Member



Attest:


County Clerk
Pittsburg County, Oklahoma



Pittsburg County Health Department

Johnson Controls

12-month fire alarm and sprinkler system test and inspection and fire alarm system monitoring maintenance agreement with an annual fee of \$1,935.31 (test & inspection) and \$500.00 (monitoring) for a total of \$2,435.31 beginning July 1, 2024 and terminating on June 30, 2025.

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

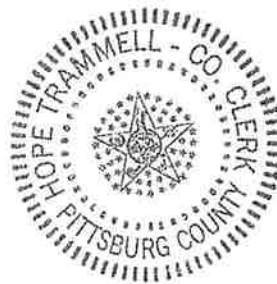

Juliann Montgomery
Regional Administrative Director

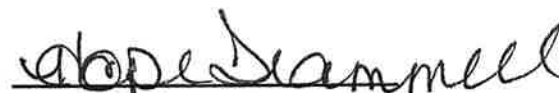
Examined and approved this 15th day of July, 2024 by the Board of County Commissioners.


Board of Commissioners, Chairman


County Commissioner


County Commissioner



Attest: 
County Clerk

Pittsburg County Health Department - PSA - CPQ-653112

Planned Service Agreement



Johnson Controls Fire Protection LP
27 Jackson Road, Suite 303
Devens MA01434
USA

Proposal Presented On:
06-27-2024

The Power behind your mission





SERVICE SOLUTION

Customer #: 1916859
Pittsburg County Board of County Commissioners
Date: 27-Jun-24
Proposal #: CPQ-653112
Term: 1-Jul-24 to 30-Jun-29

Billing Customer:
Pittsburg County Health Department
1400 E College Avenue

MCALESTER, OK 74501-4288

Service Location:
Pittsburg County Health Department
1400 E College Ave,
Mcalester, OK 74501-4288

Johnson Controls Fire Protection LP
Sales Representative:
Michelle Racine
27 Jackson Road, Suite 303
Devens MA 01434
michelle.lee.racine@jci.com

INVESTMENT SUMMARY
(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-FA-FIRELITE MS9200			
FIRELITE MS9200 SYSTEM			
Main Fire Alarm Panel	1	Annual	
Remote Power Supply/NAC Extender	1	Annual	
Fire Alarm Battery Test (each)	1	Annual	
Annunciator	1	Annual	
Smoke Detector w/Heat & CO	48	Annual	
Conventional			
Duct Detector Conventional	5	Annual	
Pull Station	7	Annual	
Audio-Visual Notification Conventional	34	Annual	
Waterflow Test	1	Semi-Annual	
Tamper Switch	2	Annual	

FIRE ALARM ESSENTIAL SERVICE OFFER Total: \$1,513.68

SYSTEM-SP-WET SPRINKLER

WET SPRINKLER SYSTEM

Wet System Test & Inspect (Includes	1	Annual
Tamper, Flow, Gate Valve, Fire Dept		
Connection Plastic Caps, Valve Trim &		
Main Drain Valve)		
Control valve - with tamper switch	4	Annual



SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Fire Alarm	Sprinkler
Pittsburg County Health Department	1400 E College Ave,	Mcalester	OK	74501-4288	\$1,513.68	\$421.63

FIRE ALARM ESSENTIAL SERVICE OFFER

SYSTEM-FA-FIRELITE MS9200

TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

SPRINKLER ESSENTIAL SERVICE OFFER

SYSTEM-SP-WET SPRINKLER

SYSTEM-SP-BACKFLOW

TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance.

DOCUMENTATION:

Accessible components and devices logged for: Test results Any discrepancies found noted Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Control valve - with tamper switch

SYSTEM-SP-WET SPRINKLER

Each control valve is operated in its full range to ensure correct functioning annually. Drain test is conducted after opening

Customer Portal (Basic)



SERVICE SOLUTION

SYSTEM-FA-FIRELITE MS9200

SYSTEM-SP-WET SPRINKLER

SYSTEM-SP-BACKFLOW

Basic Customer Portal functionality will be provided.



SERVICE SOLUTION

Items cited on this quote are products and services on the Johnson Controls Fire Protection LP **Oklahoma Statewide** Contract# **SW1048JC** (the "State Agreement").

PAYMENT FREQUENCY: Annual In Advance

PAYMENT TERMS: Net 45

Initials

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

PAYMENT AMOUNT: \$1,935.31 - **Proposal #:** CPQ-653112

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	07/01/2024 - 06/30/2025	\$1,935.31
2	07/01/2025 - 06/30/2026	\$1,935.31
3	07/01/2026 - 06/30/2027	\$1,935.31
4	07/01/2027 - 06/30/2028	\$1,935.31
5	07/01/2028 - 06/30/2029	\$1,935.31

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions as stated in the State Agreement referenced above, along with all Terms and Conditions provided in attached documents. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the services requested by the Customer after the execution of this Agreement shall be paid for by said Customer and such changes shall be authorized in writing

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

SERVICE SOLUTION

TERMS AND CONDITIONS

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

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late

payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses. Customer shall provide financial information requested by Company to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms.

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

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

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

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or**

injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

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

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

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER

OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING

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

Customer further agrees to:

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

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

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the

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

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

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

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to

provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

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

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

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

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of

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testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any

Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment

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

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Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

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

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

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time

bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises.** Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences thereof that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this

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Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY.** In no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. **COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring

Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

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

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

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

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

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with

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the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

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

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

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

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

F. Communication Facilities.

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

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses

traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

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

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER**

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UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

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

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not

under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

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

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the equipment or products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of equipment or products. Customer assumes

exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment or products.

19. Software and Digital Services.

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

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the

Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/general govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

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

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20. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

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

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

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

24. Force Majeure. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other

public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered

SERVICE SOLUTION

agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

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

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

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

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

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

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

under applicable law, Customer warrants and represents that it has obtained such consent.

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

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

41. Governmental Entities Only. You hereby represent and warrant to us that as of the date of the Agreement: (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 when due, if funds are legally available to do so; (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

SERVICE SOLUTION

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 designated by us), provided that at least thirty (30) 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; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. 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. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

Pittsburg County Health Department-FA MON - CPQ-641587

Planned Service Agreement



Johnson Controls Fire Protection LP
27 Jackson Road, Suite 303
Devens MA01434
USA

Proposal Presented On:
07-10-2024

The Power behind your mission





SERVICE SOLUTION

Customer #: 1916859
Pittsburg County Board of County Commissioners
Date: 10-Jul-24
Proposal #: CPQ-641587
Term: 1-Jul-24 to 30-Jun-29

Billing Customer:
Pittsburg County Health Department
1400 E College Avenue

MCALESTER, OK 74501-4288

Service Location:
Pittsburg County Health Department
1400 E College Ave,
Mcalester, OK 74501-4288

Johnson Controls Fire Protection LP
Sales Representative:
Michelle Racine
27 Jackson Road, Suite 303
Devens MA 01434
michelle.lee.racine@jci.com

INVESTMENT SUMMARY
(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-FA-FIRELITE MS9200			
FIRELITE MS9200 SYSTEM			
Customer Pricing Type : Local			
Monitoring Account Type: Fire Alarm			
Number of Additional Building Partitions: 0			
Total Initiating Devices: 0			
Primary Communication: Phone lines (POTS)			
Secondary Communication: Phone lines (POTS)			
Per Point : No			

ALARM & DETECTION- MONITORING Total: \$500.00

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed



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SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Monitoring
Pittsburg County Health Department	1400 E College Ave,	Mcalester	OK	74501-4288	\$500.00

ALARM & DETECTION- MONITORING

SYSTEM-FA-FIRELITE MS9200

Alarm signal initiated by a fire alarm control panel. Central Station will endeavor to notify the fire department and Customer when an alarm or trouble signal is received. This service includes 1- 800 toll-free signal transmission, 24-hour auto dialer test, and notification of Customer-provided Emergency Call List.



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Items cited on this quote are products and services on the Johnson Controls Fire Protection LP **Oklahoma Statewide** Contract# **SW1048JC** (the "State Agreement").

PAYMENT FREQUENCY: Annual In Advance

PAYMENT TERMS: Net 45

Initials

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

PAYMENT AMOUNT: \$500.00 - Proposal #: CPQ-641587

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	07/01/2024 - 06/30/2025	\$500.00
2	07/01/2025 - 06/30/2026	\$500.00
3	07/01/2026 - 06/30/2027	\$500.00
4	07/01/2027 - 06/30/2028	\$500.00
5	07/01/2028 - 06/30/2029	\$500.00

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions as stated in the State Agreement referenced above, along with all Terms and Conditions provided in attached documents. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the services requested by the Customer after the execution of this Agreement shall be paid for by said Customer and such changes shall be authorized in writing

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



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Multi Year Contract Rider AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials: JS

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email (cherylm@health.ok.gov) , payment is Net 45, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.

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

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

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement
☐ YES: Please reference this PO Number: _____

Pittsburg County Board of County Commissioners	Johnson Controls Fire Protection LP
Signature: <u>Ross Selman</u>	Authorized Signature: _____
Print Name: <u>Ross Selman</u>	Print Name: _____
Title: <u>Chairman BOCC</u>	Title: _____
Phone #: <u>918-423-1338</u>	Phone #: _____
Fax #: <u>918-423-0722</u>	Fax #: _____
Email: <u>bocc@pittsburg.okcounties.org</u>	License #: _____ (if applicable)
Date: <u>July 15, 2024</u>	Date: _____



Central Monitoring Subscriber Information

Please fill out areas highlighted in YELLOW and return with your quote if applicable.

Subscriber's Name: Pittsburg County Health Department ☐ UL Acct. ☐ Nat'l Acct.
Monitoring Acct# 107-6656 Permit#: _____ ACE/Customer #: 1916859
Address: 1400 E College Ave City: Mcalester
State/Province: OK Zip/Postal Code: 74501 County/Township: _____
*Premise Phone#: 918-423-1267 Ext: _____
Fax: _____ Cross Street: _____

Account Type: Fire ☒ Burglary ☐ Medical ☐ Elevator ☐ Critical Condition ☐ 2 Line Digital ☐ Cellular ☐ Internet ☐ Radio ☐

CONTACT LIST (Responsible Parties): Premises will be called prior to contact list.

Name	Phone# (Ext.)	Pass/Abort Code (will take the place of acct. # when calling)
Cheryl McElhany	918-426-7376	

*Premises (unless 24/7) will not be called after hours except to verify burglar alarm

LOCAL EMERGENCY DISPATCH NUMBERS (Must be 24-HR #) NOT 911

Fire Dept. (Local)		Paramedics (Local)	
Police Dept. (Local)		Other:	

Local Jurisdictional Procedure _____

Communicator/Panel Make: SYSTEM-FA-FIRELITE MS9200 Model #: _____

Number of Partitions (if using): _____

Format Reporting: 3 x 1 ☐ 4 x 2 ☐ Contact ID ☒ SIA ☐ Per Point ☐ Other ☐

Time Zone: _____ Daylight Saving s Time Observed ☐ Yes ☐ No

Automatic Timer Test (Daily, Weekly, Monthly, None): _____

The account to receive history reports on the following basis: (circle) Weekly Monthly Quarterly

Email address to send report to : _____

Special Instructions (text/fax of signals available in place of calling): _____

Account will be programmed to send open/close signals (security alarms only) Yes ☐ No ☐

Type of Open/Close to be provided: Open/Close Log Only ☐ Supervised Open/Close Daily ☐

schedule for supervised open/close monitoring:

Daily	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Opening Time							
Closing Time							
**Window							

**All supervised accounts will be assigned a 60 minute window for scheduled openings and closings. If subscriber requests a longer or shorter window, please specify.

Holidays/School Vacations closed: _____

Subscriber/Authorized Signature: Julianne Montgomery Date: 7/10/24

Subscriber Name Printed: Julianne Montgomery

Johnson Controls Employee: _____ District Number: _____ Date: _____

SERVICE SOLUTION

TERMS AND CONDITIONS

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

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late

payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses. Customer shall provide financial information requested by Company to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms.

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

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

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

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or**

injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

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

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

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER

OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING

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

Customer further agrees to:

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

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

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the

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

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

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

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to

provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

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

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

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

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of

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testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any

Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment

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

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Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

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

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

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time

bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises.** Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this

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Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY.** In no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. **COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring

Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

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

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

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

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

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with

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the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

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

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

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

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

F. Communication Facilities.

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

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses

traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

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

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER**

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UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

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

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not

under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

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

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the equipment or products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of equipment or products. Customer assumes

exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment or products.

19. Software and Digital Services.

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

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the

Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/general govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

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

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20. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

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

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

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

24. Force Majeure. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other

public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered

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System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

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

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

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

29. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of

any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

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

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

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

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or

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agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

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

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

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

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

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

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

under applicable law, Customer warrants and represents that it has obtained such consent.

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

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

41. Governmental Entities Only. You hereby represent and warrant to us that as of the date of the Agreement: (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 when due, if funds are legally available to do so; (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

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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 designated by us), provided that at least thirty (30) 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; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. 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. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.



**ATTORNEY GENERAL
SAFE OKLAHOMA GRANT APPLICATION 2025**

**PREPARED BY THE
OFFICE OF THE
ATTORNEY GENERAL OF OKLAHOMA**

**Oklahoma Office of the Attorney General
Safe Oklahoma Grant Program**

In 2012, the Oklahoma Legislature passed HB 3052 creating a grant program within the Attorney General's office, now known as the Safe Oklahoma Grant Program. The Attorney General is authorized pursuant to 74 O.S. § 20k to "award one or more such competitive grants" to eligible applicants. Specifically, monies will be directed toward strategies that assist in reducing and preventing violent crime.

I. AVAILABLE FUNDS

Appropriations made available through legislation provide a funding stream that, according to law, will be made fully available at the end of each fiscal year. Funds made available through the Safe Oklahoma Grant Program shall be used to supplement, and not supplant, other federal, state, and local funds expended to carry out activities relating to daily law enforcement duties. Grant funds are to be used to enhance the budget of the law enforcement agency, not replace any appropriated funds from the local authority.

II. PURPOSE AREA

To be eligible for a Safe Oklahoma Grant, local law enforcement agencies shall submit proposals to the Office of the Attorney General that focus on decreasing violent crime within their jurisdiction through one of the following priority strategies found at 74 O.S. § 20k(B)(1)-(5), as listed below:

1. Focusing on intervention and enforcement through the use of increased staffing resources with overtime funds to target violent crime with evidence-driven approaches. Policing initiatives may include directed patrols, "hot spot" policing, intelligence-led policing, or youth and gang violence interventions [funds cannot be used for new hires or regular salary and benefits];
2. Increasing technological capacity to support intervention and enforcement with the purchase of technology for crime prevention and criminal justice problem solving. Technology shall include, but not be limited to, crime-mapping software, Global Positioning Systems (GPS) technology and smart phone tools;
3. Enhancing analytical capacity through the development or expansion of analytical capabilities that focus on crime mapping, analysis of crime trends and developing data-driven strategies that focus on violent crime reduction;
4. Engaging with community partners in order to develop partnerships and projects that focus on preventing violent crime in the community. Community partners may include, but are not limited to, public and private service providers, the courts, and probation and parole services. Projects shall include, but are not limited to, programs that focus on drug enforcement efforts, youth violent crime, gang violence, and offender recidivism; and
5. Increasing direct services to crime victims through local law enforcement efforts which shall include, but not be limited to, addressing gaps in crime victims' services by enhancing accessibility to services, increasing awareness of victimization and partnering with local community providers to improve supports and services to victims of crime.

III. ELIGIBLE APPLICANTS

Awards will be made to local law enforcement agencies across Oklahoma, including police and sheriffs' departments. Cities or counties must be the legal applicant and recipient of funds on behalf of police and sheriffs' departments. It will be necessary to have an authorized official sign the grant application.

IV. REQUIREMENTS FOR ALL APPLICANTS

All applicants must submit a completed grant application, signed by the authorized official (i.e., the person who is authorized to enter into contracts on behalf of the city or county). Applicants MUST include in their application the violent crime rate¹ for the previous five years (2018-2022) that data is available. When applying for the grant, law enforcement agencies must consider evidence-based techniques that will produce tangible results in their jurisdiction.

V. GRANT PERIOD – NEW THIS YEAR

Funds for projects receiving approval will be dispersed upon the Attorney General's Office receipt of an invoice from the agency receiving the funds. The term of the grant period is January 1, 2025 – December 31, 2025. Continued funding is not guaranteed. This grant is awarded on an advancement basis and not reimbursement. All unused funds must be returned to the Attorney General's Office within 90 days of the end of the grant.

VI. PRIMARY FUNDING CRITERIA

The Office of Attorney General will consider the following factors when awarding funds through the Safe Oklahoma Grant Program:

- Overall quality of the grant application
- Demonstration of need (violent crime reduction is top priority)
- High historical violent crime rates

VII. APPLICATION PROCESS / DEADLINE

Applicants should describe the problem and indicate how the Safe Oklahoma Grant Program funds will be used to address the reduction of violent crime (attach additional sheets if necessary). Each item requested must be prioritized on the Purpose Area Prioritization Schedule. Equipment and/or technology requests must include a detailed description including the brand name and cost estimate for each item. Personnel requests must be specific and detail exactly how the monies will be spent.

The completed application must be emailed no later than Friday, July 12, 2024.

Only those applications that are received by the deadline will be considered for funding. Late or incomplete applications will not be reviewed.

Email completed applications to: Stephanie.Lowery@oag.ok.gov

¹ Consistent with the OSBI's UCR and SIBRS Reports using the categories of murder, rape, robbery, and aggravated assault.

VIII. GRANT REVIEW / AWARD PROCESS

Funds will be awarded based on a city or county's plans for evidence-based practices and deployment tactics, neighborhood targeting, community partnerships, etc. Factors such as violent crime rate, usage of grant funds, demonstration of need, and overall quality of the application will be considered in selecting the grant recipients.

INSTRUCTIONS FOR COMPLETION OF GRANT APPLICATION FACE PAGE

(1) SUBGRANTEE:

Enter the name of the local unit of government. Eligible applicants are units of local government such as a city or county.

(2) AUTHORIZED OFFICIAL:

Enter the name, title, address, and phone number of the official (city auditor or county auditor) who will receive the state funds, and who will have overall responsibility for the operation and financial administration of the project.

(3) IMPLEMENTING AGENCY:

Enter the name of the agency that will have direct responsibility for the grant.

(4) PROJECT DIRECTOR:

Enter the name, title, agency, address, phone number, and email address of the person who will have direct responsibility for the overall operation of the project. This person will prepare and submit program reports as required by the Office of Attorney General.

(5) FISCAL OFFICER:

Enter the name, title, agency, address, phone number, and email address of the person who will have direct responsibility for the financial administration of the project. This person will prepare and submit financial reports as required by the Office of Attorney General.

(6) POPULATION OF JURISDICTION

Enter the population from the most recent US Census for the entire area that the applicant agency serves.

(7) NUMBER OF LAW ENFORCEMENT OFFICERS

Enter the total number of law enforcement officers employed by the applicant agency separated by full-time and part-time.

(8) PRIOR GRANT AWARDS

Enter the amount of the SAFE grant awards for the applicant agency in 2019, 2020, 2021, 2022, and 2023.

(9) **ALTERNATE FUNDING SOURCES:**

Enter other funding sources that the applicant uses has. This could include other federal grants, county or city appropriations, etc.

(10) **ANNUAL BUDGET**

Enter the annual budget for the city or county law enforcement ONLY.

(11) **DETAIL BUDGET REQUEST FOR THE SAFE GRANT**

Enter the amount of grant funds and items requested. Put the items in order of prioritization with the first request on Line 1 being the highest priority. Place the Purpose Area # to show the request aligns with the SAFE grant priorities.



***Be sure to attach quotes if requesting equipment/supplies.
You may attach supporting documentation or include
additional pages if needed.***



**APPLICATION
2025 SAFE OKLAHOMA GRANT PROGRAM
OFFICE OF THE ATTORNEY GENERAL**

(1) Name of Subgrantee (City, County) Pittsburg County	Title Chairperson board of County Commissioners	
(2) Name of Authorized Official Ross Selman	Phone 918-423-1338	E-Mail Address bocc@pittsburg.okcounties.org
Mailing Address 115 E. Carl Albert Pkwy	City State	Zip Code McAlester, Ok. 74501

(3) Name of Implementing Agency Pittsburg County Sheriff's Office	Title Interim Sheriff Frankie McClendon	
(4) Name of Project Director Julie Padgett	Phone 918-423-5858	E-Mail Address jpadgett@pittsburgsheriff.com
Mailing Address 1210 N. West St. McAlester, Ok. 74501	City State	Zip Code McAlester, Ok. 74501

(5) Name of Fiscal Officer Jennifer Hackler	Title Treasurer	
Agency Pittsburg County Treasurer	Phone 918-423-6895	E-Mail Address Pittsburg_treasurer@yahoo.com
Mailing Address 115 E Carl Albert Pkwy	City State	Zip Code McAlester, Ok. 74501

(6) Population of Jurisdiction	46,333
(7) Number of Law Enforcement Officers Employed by the Agency	25
(8) Prior Grant Awards in 2020, 2021, 2022, 2023, and 2024	D.E.Q TRASH COP GRANT 2017,2018,2019,2022,2024 CEFS GRANT 2020 (COVID 19) OKLAHOMA SAFE GRANT 2020,2021,2022.2023,2024 U.S. ARMY CORP OF ENGINEERS 2020,2021,2022,2023.2024
(9) Alternate Funding Sources	NONE
(10) City/County Annual Budget for Law Enforcement	966,411.22

(11) PURPOSE AREA PRIORITIZATION SCHEDULE

PRIORITY*	PURPOSE AREA	DESCRIPTION	ESTIMATED COST**
<i>EXAMPLE</i>	3	<i>Funds will be used for overtime targeted policing in high violent crime areas.</i>	<i>\$ 75,000.00</i>
1			
2			
3			
4			
5			
Total Amount Requested			

***Prioritize each request**

****Attach price quote or supporting documentation**

From the requests on the previous page, list the portion of your agency's annual budget that is currently allocated on each item.
(Please attach additional pages, if needed.)

ITEM	DESCRIPTION	CURRENT COST
EXAMPLE	Overtime targeted policing in high violent crime areas.	\$ 35,000.00
1	FUNDS FOR Deputies to work overtime patrolling high crime areas. Performing sex and violent offender compliance checks. Deputies being able to back other Deputies on domestic and violent crime calls. This will provide back up support and extra safety for residents in our county.	25,000
2	Equipment for surveillance of high crime areas and marijuana grow operations. This equipment will be used for surveillance to help build cases against the perpetrators of violent crimes. 4 Spartan camera's @299.95 each 4 Spartan solar kits @85.89 each 4 Spartan camera mount @24.95 each 3 Flir PTQ 136 Scope @ 2899.00 each	10,340.16
3		
4		
5		

I certify that the project proposed in this application meets applicable requirements of the Justice Reinvestment Grant Program/Safe Oklahoma Grant, that all information presented is correct. By appropriate language incorporated in each grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions shown above apply to all recipients of these state funds.


Signature of Authorized Official

7/15/2024
Date

PROGRAM NARRATIVE

*NOTE: The grant application will be reviewed based on the narrative provided in this application.
Use additional pages if necessary to describe the need for grant funds.*

**a. Please list the Violent Crime Rate (per 1,000 people) for your jurisdiction
from the following years:**

2018 1.59 2019 1.48 2020 1.49 2021 1.54 2022 1.65

b. Explain any fluctuation(s) in the Violent Crime Rates listed above.

**c. Specify the number of occurrences recorded by your agency for the crimes listed
in the table below.**

Crime	2018	2019	2020	2021	2022
Murder	3	0	1	0	3
Rape	6	8	4	6	7
Robbery	9	3	5	2	3
Assault	205	226	219	190	163

d. Explain the demographics, hot spot locations and peak seasons of top crime areas in your community.

Demographics

Pittsburg County is located in Southeastern Oklahoma, the county seat is McAlester. The county has the intersection of U.S. Highway 69 and U.S. highway 270 in our county. Highway 375 also runs through our county. Pittsburg county has a total of 1,378 square miles of which 72 square miles is water. The Oklahoma State Prison and the Army Ammunition Plant are located in our county also. WE have a college campus and several industrial businesses. Eufaula lake is a hot spot for tourists, fishing tournaments, boating, and several vacation homes. The county has several ranches and farms, our county is mostly a rural area that is very large for our sheriff's office to cover.

Hot spot locations

The Longtown area is located at the north end of our county it is a area populated around lake Eufaula. This area has many vacation homes that are left vacant most of the year. The area is also surrounded by areas populated by sex offenders and there is a high rate of domestic disturbances and drug activity in this area. This area was where we had homicides, burglaries, violent & sex offenders, & a high rate of drug activity. This area is 29 miles from our office in McAlester, so it takes the deputy time to get there if he is at the office or on a call at the south end of the county. The other area we have trouble with is Canadian. There is a high rate of drug activity and theft in this area. We also have a high number of registered offenders in this area. There are pockets of this area that are surrounded by ranchers and farmers. Quinton is at the most eastern part of our county, this area has a high crime rate, theft, drug activity, domestic disturbances. Hartshorne is an area on our southeastern county line that is an area that we have a high crime. We are responding to these areas at a high rate.

Peak seasons

The are several peak seasons for our county, summer is a major one with all the extra visitors to Eufaula Lake for swimming,camping fishing, boating. Fall brings visitors for our spectacula fall colors, camping and fishing. Winter brings visitors to our downtown area for shopping and holiday events. Spring offers fishing,boating and camping around lake Eufaula. There are fishing tournament on Lake Eufaula in spring, summer & fall. Festivals through out the year & several vacation homes around the lake that are used year round.

e. Describe how your agency currently tracks changes in violent crime.

ODIS RECORDS MANAGEMENT W/ OSBI

f. Please explain how the Safe Oklahoma Grant funds will aid in reducing violent crime.

The grant would allow our agency to increase the presence of law enforcement in high crime areas by paying officers overtime rates. The increased patrols and mere presence have shown to decrease crimes. This would allow us to saturate areas near lake Eufaula during peak seasons the funds requested could also be used to purchase surveillance equipment, that could assist in monitoring high crimes areas. We have several areas that have illegal marijuana grow operations. These operations increase the violent crimes in these areas. This equipment could assist in gathering information on possible suspects. These operations often balloon to more serious and violent crimes that are carried out by the perpetrators. The funds will help pay deputies for the extra hours worked on these cases. Our agency does not have the funding to provide the funds for overtime in the budget.

g. If your office has received a previous SAFE grant (as noted in question 8 above), please describe what was purchased (listed by year for the years 2020-2024)

We were lucky to receive this grant, it was used for our deputies to perform overtime in hot spot areas in our county. We also used the grant to perform sex and violent offender compliance checks. These checks resulted in discover

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

"Serving Our Customers Since 1975"



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

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

Pittsburg County Civil Defense
705 EOC Dr
McAlester, OK 74501

Pittsburg County Civil Defense
705 EOC Dr
McAlester, OK 74501

Renewal Maintenance Contract Proposal
Contract # MOEC102368-01
Renewal Date Range 7/25/2024 - 7/24/2025

7/10/2024

Dear Valued Customer:

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

Your Contract Renewal Rate will be \$573.79 billing Annual
Maint-Supply Incl Excl Paper/Networking

Equipment covered under this contract agreement include:

C8156	IMR-C3525i III	2GH04389	Warehouse		
Meter	Meter Group	Meter Group	Covered Copies	Overage Rate	Overage Cycle
B\W-109	B/W		2,000.00	0.01	Monthly
Color	CLR		200.00	0.05	Monthly
C8787	IMR-C5840i	2YJ20691	Front desk		
Meter	Meter Group	Meter Group	Covered Copies	Overage Rate	Overage Cycle
B\W-109	B/W		2,000.00	0.01	Monthly
Color	CLR		200.00	0.05	Monthly

Miller Office Equipment

MAINTENANCE AGREEMENT

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

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

(Initial)_____

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

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

Sincerely,

Rachel McPherson
Contract Administrator
rmcpherson@millerooffice.com
888-332-3431 Phone

Contract# MOEC102368-01

Printed Name: Ross Selman

Signature: Ross Selman

Title: Chairman BCC

Date: July 15, 2024

New Purchase Order# _____

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