

AGEND MEI AND NOTICE REGI

notice is hereby given that the Board of County Commissioners, Pittsburg County, will hold a regular meeting as follows Pursuant to the Oklahoma Open Meeting Act (25 O.S. Sec. 30I, et seq.),

June 02, 2025 DATE:

9:00 A.M. TIME:

DEPUTY

HOPE TRAMMELL COUNTY CLERK PITTSBURG COUNTY

2025

MAX 30

COUNTY COMMISSIONERS CONFERENCE ROOM PLACE:

PITTSBURG COUNTY COURTHOUSE
115 EAST CARL ALBERT PARKWAY, ROOM 100B
MCALESTER, OKLAHOMA

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

AGENDA

CALL MEETING TO ORDER

CHAIRMAN CHARLIE ROGERS ROLL CALL: d

ROSS SELMAN

VICE-CHAIRMAN

MIKE HAYNES

MEMBER

APPROVAL OF AGENDA 3 APPROVE/DISAPPROVE MEETING MINUTES 4.

Regular Meeting from May 27, 2025

Emergency Meeting from May 20, 2025 В.

RECOGNITION OF GUESTS/PUBLIC COMMENTS 5

PERSONS ADDRESSING THE BOARD SHOULD STATE THEIR NAME AND ADDRESS ANY COMMENTS BY THE DISCUSSED BUT CAN BE PLACED ON AN UPCOMING AGENDA FOR DISCUSSION FOR THE RECORD AND WILL BE LIMITED IN DURATION TO THREE (3) MINUTES. COMMENTS ARE LIMITED TO ITEMS ON THE AGENDA. ANY COMMENTS BY 1 PUBLIC ON ITEMS NOT ON THE AGENDA CANNOT BE ACKNOWLEDGED AND POSSIBLE ACTION.

OFFICIALS - DEPARTMENT REPORT 6.

COUNTY CLERK Ä Letter changing receiving officer- Bugtussle VFD

Letter changing fire chief, receiving and requisitioning officer- Quinton VFD

COMMISSIONERS B.

Fiscal Year 2025 Revised Budget for the Southeast Oklahoma Library System

Fiscal Year 2026 Revised Budget for the Southeast Oklahoma Library System Ξį.

FISCAL TRANSACTIONS ri

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

3. UNFINISHED BUSINESS

- Township 7 North, Range 13 East Discussion, Consideration and Possible Action to Accept or Deny Petition to Open Section Line Road, between Sections 25 & 26, Township 7 North, Range 13 East and Section 23, Township 7 North, Range 13 East and Section 24, Township 7 North, Range 13 East, Range 13 East, Township 7 North, Range 12 East and Section 23 & 24, Township 7 North, Range 13 East running East from Graham Meadow Rd or S. Clearlake Road if Graham Meadow Rd is not North from S. Mount Homa Road; or, between Sections 13 & 14, Township Range 13 East, South from E. Clearlake Road; or, between Sections 22 & 1 24, Township 7 a public road – District 3 Ä
- Notice 25-001 to Open Section Line Road, between Sections 25 & 26, Township 7 North, Range 13 East and Section 23, Township 7 North, Range 13 East and Section 24, Township Sections 22 & 15, Township 7 North, Range 12 East and Section 23 & 24, Township 7 North, Range 13 East running East from Graham Meadow Rd or S. Clearlake Road if Discussion, Consideration and Possible Action to Approve or Disapprove Public Hearing 7 North, Range 13 East, running North from S. Mount Homa Road; or, between Sections 13 & 14, Township 7 North, Range 13 East, South from E. Clearlake Road; or, between Graham Meadow Rd is not a public road - District 3 B.

4. AGENDAITEMS

- Address the Board regarding Emergency Response System for the Pittsburg County Courthouse Solutions to Smith with Pro-Active Security Caleb Ą.
- Johnny James to Address the Board regarding Security Services at Courthouse B.
- C. Resolution 25-303 to Cancel Purchase Order(s)- District 1
- D. Resolution 25-304 to Transfer Inventory- District 2
- E. Resolution 25-305 to Deposit Payment District 3
- Discussion, Consideration and Possible Action to Approve Lease Purchase Agreement for One (1) John Deere 320P Backhhoe- District 3 ட்
- Discussion, Consideration and Possible Action to Approve Lease Purchase Agreement for One (1) John Deere 75p Excavator - District 3 G.
- Discussion, Consideration and Possible Action to Approve Fiscal Year 2025-2026 Annual VIP Phone System Remote Support Renewal Quote between VIP Technology and Pittsburg County Ï
- Discussion, Consideration and Possible Action to Approve Quote for the Material, Labor and Installation of Countertops- Arrowhead Estates VFD
- Discussion, Consideration and Possible Action to Approve Quote for the Material, Labor and Installation of Flooring- Arrowhead Estates VFD $\dot{}$
- for professional services provided for the Scissortail Energy, PLÉ, Scissortail and Petrolink O'Hara Discussion, Consideration and Possible Action to Approve Payment to Tisdal & Litigations \leq
- Interlocal Agreement between Pittsburg County Sheriff's Office and the City of Haileyville Mutual Approve Action to Consideration and Possible Discussion, نــ
- Interlocal Aid Agreement between Pittsburg County Sheriff's Office and the City of Quinton Mutual Approve C) Action Consideration and Possible Discussion, Z.

- Aid Interlocal Agreement between Pittsburg County Sheriff's Office and the City of McAlester Approve Mutual 10 Action Consideration and Possible Discussion, ż
- Aid Interlocal Agreement between Pittsburg County Sheriff's Office and the City of Krebs Action to Approve Mutual Consideration and Possible Ö
- Interlocal Aid Agreement between Pittsburg County Sheriff's Office and the City of Savanna Mutual Approve 10 Action and Possible Consideration Д.
- Interlocal Aid Discussion, Consideration and Possible Action to Approve Mutual Ai Agreement between Pittsburg County Sheriff's Office and the City of Kiowa Ċ
- Discussion, Consideration and Possible Action to Approve Campus Police Agreement between the Board of Education for the McAlester School District and the Pittsburg County Sheriff's Office Z,
- Discussion, Consideration and Possible Action to Approve Memorandum of Understanding between the Pittsburg County Board of County Commissioners, Pittsburg County Sheriff's Office and the Chickasaw Nation S
- and Approve County Jail Policy Procedure Manual, as presented by Sheriff Frankie McClendon Action to Consideration and Possible Discussion, <u>-</u>-
- Discussion, Consideration and Possible Action to Approve the Pittsburg County Sheriffs' Office Policy, as presented by Sheriff Frankie McClendon Ü.
- V. EXECUTIVE SESSION
- To Perform the Personnel Performance Evaluation for Eddie Jones, Asphalt Plant Supervisor, pursuant to Oklahoma Statutes, Title 25 § 307.B.1 . . :
- Martin, Expo Employee, pursuant to Oklahoma Statutes, Title 25 § 307(B)(1) of Toni To Perform the Personnel Performance Evaluation ij
- To Perform the Personnel Performance Evaluation of Lizzie Strain, Housekeeping Employee, pursuant to Oklahoma Statutes, Title 25 § 307(B)(1)
- 5. ROAD CROSSING PERMITS

None.

6. 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.

7. 10:00 A.M. – PUBLIC HEARINGS

None.

8. 10:00 A.M. - BID OPENINGS

None.

9. RECESS/ADJOURNMENT

Diffilms Commissioners' Assistant

PITTSBURG COUNTY COMMISSIONERS JUNE 2, 2025 MINUTES

The Board of County Commissioners, Pittsburg County, met in regular session on June 2, 2025 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 8:18 A.M., May 30, 2025. 1. CALL THE MEETING TO ORDER: The meeting was called to order by Chairman Rogers.

Charlie Rogers 2. ROLL CALL:

Ross Selman

Present Present

Present

Mike Haynes

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

Charlie Rogers AYE:

Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MEETING MINUTES:

A. REGULAR MEETING FROM MAY 27, 2025: The minutes from the previous meeting, May 27, 2025 regular meeting were read. Rogers made a motion to approve the minutes; seconded by Selman.

Charlie Rogers AYE:

Ross Selman Mike Haynes

None. NAY: Motion Passed.

B. SPECIAL MEETING FROM MAY 20, 2025: The minutes from the previous meeting, May 20, 2025 special meeting were read. Rogers made a motion to approve the minutes; seconded by Selman.

Charlie Rogers AYE:

Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

6. OFFICIALS – DEPARTMENT REPORTS:

A. COUNTY CLERK:

LETTER CHANGING RCEIVING OFFICER - BUGTUSSLE VFD: Rogers read the changes to the Bugtussle VFD receiving officers. ii. LETTER CHAGING FIRE CHIEF, RECEIVING AND REQUISITIONING OFFICER – QUINTON VFD: Rogers read the changes to the Quinton VFD fire chief, receiving and requisitioning officers.

B. COMMISSIONERS:

i. FISCAL YEAR 2025 REVISED BUDGET FOR THE SOUTHEAST OKLAHOMA LIBRARY SYSTEM: The board reviewed the revised budget. ii. FISCAL YEAR 2026 BUDGET FOR THE SOUTHEAST OKLAHOMA LIBRARY SYSTEM: The board reviewed the revised budget.

The board moved back up the agenda to item 3.

3. APPROVAL OF AGENDA: Rogers made a motion to correct the agenda item numbers starting with fiscal transactions to read #7 and continue with the numbering; seconded by Selman.

AYE: Charlie Rogers Ross Selman Mike Haynes

NAY: None.

Motion Passed.

The board moved back down the agenda to item 7.

7. FISCAL TRANSACTIONS:

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

AYE: Charlie Rogers Ross Selman Mike Haynes

NAY: None,

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

AYE: Charlie Rogers Ross Selman Mike Haynes

NAY: None.

Motion Passed.

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

AYE: Charlie Rogers Ross Selman Mike Haynes

NAY: None.

Motion Passed.

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
Building Maintenance	10552	\$ 550.00	H2O Depot
District Attorney	10553	\$ 100.00	H2O Depot
Building Maintenance	10554	\$ 450.00	Unifirst
Building Maintenance	10555	\$ 100.00	Unifirst
Building Maintenance	10556	\$ 125.00	Unifirst
Building Maintenance	10557	\$ 2,000.00	Jamesco
Building Maintenance	10558	\$ 500.00	Unifirst 1st Aid
Highway 9 Fire	10559	\$ 150.00	Cross Telephone
Pittsburg Fire	10560	\$ 2,500.00	Kiamichi Automotive
Blue Fire	10561	\$ 1,000.00	Titus Snow
Highway 9 Fire	10562	\$ 75.00	Longtown Water
District Attorney	10563	\$ 50.00	OTA Pikepass
Fire Fighters Assoc	10564	\$ 2,000.00	Muslokgee
			Communications
Canadian Shores Fire	10565	\$ 1,000.00	Comdata
Blue Fire	10566	\$ 1,000.00	Comdata
Bugtussle Fire	10567	\$ 700.00	Comdata
Ashland Fire	10568	\$ 1,000.00	Comdata
Kiowa Fire	10569	\$ 1,000.00	Comdata
Highway 9 Fire	10570	\$ 1,000.00	Comdata
High Hill Fire	10571	\$ 1,000.00	Comdata
Shady Grove Fire	10572	\$ 1,000.00	Comdata
Alderson Fire	10573	\$ 1,000.00	Comdata
Blanco Fire	10574	\$ 1,000.00	Comdata
Haileyville Fire	10575	\$ 1,000.00	Comdata
Indianola Fire	10576	\$ 1,000.00	Comdata
Canadian Fire	10577	\$ 1,000.00	Comdata
Haywood/Arpelar	10578	\$ 1,000.00	Comdata
Fire			

DEPT	PO 10570		VENDOR
Tannehill Fire	10500	\$ 1,000.00	Comdata
FIRE FIGURES ASSOC	10581	- II	Comdata
Sheriff	10582	\$ 1,000.00	Hiland Dairy
Sheriff	10583		Flowers Baking
Emergency Mgmt	10584	\$ 40.00	OTA Pikepass
Expo	10585		Kiamichi Automotive
Expo	10586	\$ 400.00	Alderson Regional Landfield
District 2	10587	\$ 390.55	Company Store
	10588	\$ 200.00	Unifirst 1st Aid
District 2	10589	\$ 100.00	OTA Pikepass
District 2	10590		Kiamichi Automotive
District 2	10591	\$ 200.00	Compliance Resource
District 2	10592	\$ 300.00	H2O Depot
Emergency Mgmt	10593	4	Comdata
Emergency Mgmt	10594		Prokill
Emergency Mgmt	10595		Kiamichi Automotive
Emergency Mgmt	10596	- 1	Cintas 1st Aid
Sheriff	10597	- 1	Pepsi Cola
Sheriff	10598	CAL.	OTC
Sheriff	10599	-1	T&W Tire
Jail	10600	\$ 800.00	Dept Public Safety
Jail	10601	- 1	Kiamichi Automotive
Jail	10602	21.	Comdata
Jail	10603	-	Locke Supply
Jail	10604	\$ 500.00	HZO Depot
Jail	10605		Lowes
Jail	10606		Pepsi Cola
Jail	10607	\$ 2,000.00	Bemac
Jail	10608		Walmart
Jail	10609	-]	Caring Hands
Jail	10610	- 1	Caring Hands
Jail Animal Shalter	10611	\$ 2,000.00	Walmart
	10613		Atwoods
Ashhalt Plant	10614		Lowes
Asphalt Plant	10615		H2O Depot
Asphalt Plant	10616	\$ 250.00	Unifirst
Asphalt Plant	10617	\$ 500.00	Staples
Asphalt Plant	10618	\$ 500.00	Discount Steel
Asphalt Plant	10619		O'Reillys
Asphalt Plant	10620		Western Marketing
Asphalt Plant	10621		Standard Machine
Asphalt Plant	10622		Kiamichi Automotive
Asphalt Plant	10623	-]	Apex Equipment
Asphalt Plant	10624		Wairen Power
Asphalt Plant	10625		Comdata
Asphalt Plant	10627	\$ 550.00	Ommst
District 1	10628	-	Unifirst
District 1	10629		Compliance Resource
District 1	10630	20.	Rush Truck Center
District 1	20001		

DEPT	PO	AMOUNT	VENDOR
District 1	10631	\$ 1,000.00	Unifirst
District 1	10632	\$ 500.00	Eufaula Auto Parts
District 1	10633	\$ 25.00	H2O Depot
District 1	10634	\$ 500.00	Weldon Parts
District 1	10635	\$ 4,000.00	Comdata
District 1	10636	\$60,000.00	Rush Truck Center
District 1	10637	\$ 1,000.00	Warren Power
District 1	10638	\$ 100.00	OTA Pikpass
District 2	10639	\$ 3,000.00	Parrott Trucking
District 2	10640	\$ 1,200.00	Unifirst
District 3	10641	\$ 5,000.00	Comdata
District 3	10642	\$ 100.00	OTA Pikepass
District 3	10643	\$ 200.00	Compliance Resource
Animal Shelter	10644		Unifirst
Animal Shelter	10645	\$ 200.00	Comdata
Animal Shelter	10646	\$ 200.00	Compliance Resource
Animal Shelter	10647	\$ 500.00	Walmart
District Attorney	10648	\$ 1,000.00	Comdata
District Attorney	10649	\$ 1,000.00	Comdata
Visual Inspection	10650	\$ 700.00	Comdata
Animal Shelter	10651		H20 Depot
Animal Shelter	10652	\$ 500.00	Jamesco
Animal Shelter	10653	\$ 500.00	Atwoods
Expo	10654	\$ 1,500.00	Ada Paper
Expo	10655	\$ 75.00	H2O Depot
Expo	10656	2	Adams True Value
Expo	10657		OTA Pikepass
Expo	10658	\$ 100.00	Unifirst
Expo	10659	\$ 500.00	Bemac
Expo	10660	\$ 1,000.00	Ben E Keith
Expo	10661	\$ 500.00	KC Farn
Expo	10662	\$ 500.00	Johnny's Market
Expo	10663		Imperial
Expo	10664	\$ 100.00	Unifirst
Expo	10665		Comdata
Expo	10666		Johnny's Market
Expo	10667	\$ 500.00	Lowes

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

AYE: Charlie Rogers Ross Selman Mike Haynes

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS:

14, TOWNSHIP 7 NORTH, RANGE 13 EAST, SOUTH FROM E. CLEARLAKE ROAD; OR BETWEEN SECTIONS 22 & 15, TOWNSHIP 7 NORTH, RANGE 12 EAST AND SECTION 23 & 24, TOWNSHIP 7 NORTH, RANGE 13 EAST RUNNING EAST FROM GRAHAM MEADOW RD OR S. CLEARLAKE ROAD IF GRAHAM MEADOW RD IS RUNNING NORTH FROM S. MOUNT HOMA ROAD; OR BETWEEN SECTIONS 13 A. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO ACCEPT OR DENY PETITION TO OPEN SECTION LINE ROAD, BETWEEN SECTION 25 & 26, TOWNSHIP 7 NORTH, RANGE 13 EAST AND SECTION 23, TOWNSHIP 7 NORTH, RANGE 13 EAST, TOWNSHIP 7 NORTH, RANGE 13 EAST, NOT A PUBLIC ROAD - DISTRICT 3: Selman made a motion to strike the item from the agenda; seconded by Rogers.

AYE: Charlie Rogers Ross Selman Mike Haynes

NAY: None.

Motion Passed.

HOMA ROAD; OR BETWEEN SECTIONS 13 & 14, TOWNSHIP 7 NORTH, RANGE 13 EAST, SOUTH FROM E. CLEARLAKE ROAD; OR BETWEEN SECTIONS 22 & 15, TOWNSHIP 7 NORTH, RANGE 12 EAST AND SECTION 23 & 24, TOWNSHIP 7 B. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE OR DISAPPROVE PUBLIC HEARING NOTICE 25-001 TO OPEN SECTION LINE ROAD, BETWEEN SECTION 25 & 26, TOWNSHIP 7 NORTH, RANGE 13 EAST AND DISTRICT 3: Selman made a motion to strike the item form the agenda; seconded by Rogers. NORTH, RANGE 13 EAST RUNNING EAST FROM GRAHAM MÉADOW RD OR S. TOWNSHIP 7 NORTH, RANGE 13 EAST, RUNNING NORTH FROM S. MOUNT CLEARLAKE ROAD IF GRAHAM MEADOW RD IS NOT A PUBLIC ROAD -SECTION 23, TOWNSHIP 7 NORTH, RANGE 13 EAST AND SECTION 24,

AYE: Charlie Rogers Ross Selman Mike Haynes

NAY: None.

Motion Passed.

9. AGENDA ITEMS:

\$2,300.00 per unit and a \$25.00 a month for service for each unit. Smith also explained the panic BOARD REGARDING AN EMERGENCY RESPONSE SYSTEM FOR THE PITTSBURG COUNTY COURTHOUSE: Caleb Smith gave an overview of the Century ERS number for the system. Tom and Cable gave an overview of the ballistic shield glass. Frankie McClendon asked about the system connecting to the dispatch center. Smith explained that app that would be used. Selman asked about the wearable panic buttons range. A. CALEB SMITH WITH PRO-ACTIVE SECURITY SOLUTIONS TO ADDRES THE System by Motorola. Rogers asked if any counties are using the system. Smith stated that they asked where the calls would go. Smith stated that we would set it up however we like. Rogers asked about the expense of the system. Tom with Pro-Active Security stated that they are buttons that can be included. Tom stated that panic buttons are \$40.00 each with an unlimited have no counties but many schools do. Caleb explained how the access would work. Selman

Smith stated 60 ft from the unit depending on the building construction. The board thanked them for the presentation.

B. JOHNNY JAMES TO ADDRESS THE BOARD REGARDING SECURITY

and County on the expense of security. James stated that currently Ottawa County and Muskogee arresting power as they would not be deputies. James explained that they could detain someone Investigations and Security . James explained the services he could provide, saving the Sheriff until an officer arrived. McClendon asked if they would do transports between the courthouse County are bidding out this service. Frankie McClendon stated that they would not have and jail. James stated they would not. Rogers asked that James discuss the services with SERVICES AT THE COURTHOUSE: James stated that the is the owner of Triple J McClendon further.

Charlie Rogers Ross Selman Mike Haynes AYE:

NAY: None.

Motion Passed.

read the resolution stating purchase orders 6731 and 9846. Rogers made a motion to cancel the C. RESOLUTION 25-303 TO CANCEL PURCHASE ORDERS – DISTRICT 1: Rogers purchase orders; seconded by Selman.

Charlie Rogers Mike Haynes Ross Selman AYE:

NAY: None.

Motion Passed.

D. RESOLUTION 25-304 TO TRANSFER INVENYORY - DISTRICT 2: Rogers read the resolution stating the following item.

DESCRIPTION ITEM # Black 4-Drawer File Cabinet D-104.06	SERIAL/VIN#	
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Rogers made a motion to transfer the item to district 2; seconded by Selman.

Charlie Rogers AYE:

Ross Selman Mike Haynes

NAY: None.

E. RESOLUTION 25-305 TO DEPOSIT PAYMENT - DISTRICT 3: Rogers read the resolution. Rogers made a motion to approve the resolution; seconded by Selman.

AYE: Charlie Rogers

Ross Selman

Mike Haynes

Motion Passed.

NAY: None.

PURCHASE AGREEMENT FOR ONE (1) JOHN DEERE 320P BAKCHOE – DISTRICT F. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE LEASE

3: Rogers stated that the lease agreement is in the amount of \$150,014.35. Rogers made a motion to approve the lease agreement; seconded by Haynes.

AYE: Charlie Rogers

Ross Selman Mike Haynes

NAY: None.

Motion Passed.

DISTRICT 3: Rogers stated that the lease agreement is in the amount of \$143,327.39. Rogers LEASE PURCHASE AGREEMENT FOR ONE (1) JOHN DEERE 75P EXCAVATOR G. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVEV made a motion to approve the lease agreement; seconded by Selman.

AYE: Charlie Rogers

Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

H. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE FISCAL YEAR 2025-2026 ANNUAL VIP PHONE SYSTEM REMOTE SUPPORT RENEWAL QUOTE BETWEEN VIP TECHNOLOGY AND PITTSBURG COUNTY: Rogers stated that the support agreement is in the amount of \$7,150.00. Rogers made a motion to support agreement; seconded by Haynes.

AYE: Charlie Rogers
Ross Solman

Ross Selman

Mike Haynes

NAY: None.

I. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE QUOTE FOR MATERIAL, LABOR AND INSTALLATION OF COUNTERTOPS – ARROWHEAD ESTATES VFD: The following quotes were received.

AMOUNT \$4,650.00 \$3,500.00 \$2,650.00 Bailey Little Construction Paradise Construction King's Carpentry VENDOR

Rogers made a motion to award the quote to Paradise Construction; seconded by Selman.

Charlie Rogers AYE:

Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

J. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE QUOTE FOR MATERIAL, LABOR AND INSTALLATION OF FLOORING – ARROWHEAD ESTATES VFD: The following quotes were received.

VENDOR	
FILE	AMOUNT
BA Flooring	\$4,148.21
Mill Creek Carpet	\$2,928.17
Murry Carpets	\$3,306.31

Rogers made a motion to award the quote to Mill Creek Carpet; seconded by Haynes.

Charlie Rogers AYE:

Ross Selman

Mike Haynes

None. NAY: Motion Passed.

K. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE PAYMENT TO TISDAL & O'HARA FOR PROFESSIONAL SERVICES PROVIDED FOR THE SCISSORTAIL ENERGY, PLE, SCISSORTAIL AND PETROLINK LITIGATIONS: Rogers made a motion to the payment; seconded by Haynes.

Charlie Rogers AYE:

Ross Selman

Mike Haynes

NAY: None.

SHERIFF'S OFFICE AND THE CITY OF HAILEYVILLE: Frankie McClendon explained L. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE MUTUAL AID INTERLOCAL AGREEMENT BETWEEN PITTSUBRG COUNTY the mutual aid agreement. Rogers made a motion to approve the agreement; seconded by Selman.

AYE: Charlie Rogers

Ross Selman Mike Haynes

NAY: None.

Motion Passed.

M. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE MUTUAL AID INTERLOCAL AGREEMENT BETWEEN PITTSUBRG COUNTY SHERIFF'S OFFICE AND THE CITY OF QUINTON: Rogers made a motion to approve the agreement; seconded by Selman.

AYE: Charlie Rogers

Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

N. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE MUTUAL AID INTERLOCAL AGREEMENT BETWEEN PITTSUBRG COUNTY SHERIFF'S OFFICE AND THE CITY OF MCALESTER: Selman made a motion to approve the agreement; seconded by Rogers.

AYE: Charlie Rogers

Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

MUTUAL AID INTERLOCAL AGREEMENT BETWEEN PITTSUBRG COUNTY SHERIFF'S OFFICE AND THE CITY OF KREBS: Selman made a motion to approve the O. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE agreement; seconded by Haynes.

AYE: Charlie Rogers

Ross Selman Mike Haynes

NAY: None.

P. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE MUTUAL AID INTERLOCAL AGREEMENT BETWEEN PITTSUBRG COUNTY SHERIFF'S OFFICE AND THE CITY OF SAVANNA: Selman made a motion to approve the agreement; seconded by Haynes.

AYE: Charlie Rogers

Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

SHERIFF'S OFFICE AND THE CITY OF KIOWA: Selman made a motion to approve the Q. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE MUTUAL AID INTERLOCAL AGREEMENT BETWEEN PITTSUBRG COUNTY agreement; seconded by Haynes.

AYE: Charlie Rogers

Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

SHERIFF'S OFFICE: Selman made a motion to approve the agreement; seconded by Haynes. R. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE CAMPUS POLICE AGREEMENT BETWEEN BOARD OF EDUCATION FOR THE MCALESTER PUBLIUC SCHOOL DISTRICT AND THE PITTSBURG COUNTY

AYE: Charlie Rogers

Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

THE CHICKASAW NATION: Frankie McClendon explained the memorandum. Selman made MEMORANDUM OF UNDERSTANDING BETWEEN PITTSUBRG COUNTY BOARD OF COUNTY COMMISSIONERS, PITTSBURG COUNTY SHERIFF'S OFFICE AND S. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE a motion to approve the memorandum; seconded by Haynes.

AYE: Charlie Rogers

Ross Selman Mike Haynes

NAY: None.

T. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE COUNTY JAIL POLICY AND PROCEDURE MANUAL, AS PRESENTED BY SHERIFF FRANKIE MCCLENDON: McClendon stated that the manual has been approved by ACCO and LLRMI. Selman made a motion to approve the manual; seconded by Rogers.

AYE: Charlie Rogers

Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

U. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE COUNTY SHERIFFS' OFFICE POLICY, AS PRESENTED BY SHERIFF FRANKIE MCCLENDON: Rogers made a motion to approve the policies; seconded by Selman.

AYE: Charlie Rogers

Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

The board moved down the agenda to item 10.

10. ROAD CROSSING PERMITS: None.

11. NEW BUSINESS:

they have toured the Blanco and Pittsburg areas with the SBA and to get the Federal declaration stated that we are waiting on the federal declaration for the entire weather cycle from May 19th you have to have 25 major destroyed and they we had 32 major and 11 minor. Baughman also 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: Leo Baughman stated that stated that is you have home owners' insurance your damage is minor to the SBA. Baughman through the 24th.

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

13, 10:00 A.M. - BID OPENINGS: None.

The board moved back up the agenda to item 9V.

9. AGENDA ITEMS:

V. EXECUTIVE SESSION:

i. TO PERFORM THE PERSONNEL PERFORMANCE EVALUATION FOR EDDIE JONES, ASPHALT PLANT SUPERVISOR, PURSUANT TO OKLAHOMA STATUTES, TITLE 25 § 307.B.1:

% ii. TO PERFORM THE PERSONNEL PERFORMANCE EVALUATION OF TONI MARTIN, EXPO EMPLOYEE, PURSUANT TO OKLAHOMA STATUTES, TITLE 25 307.B.1:

iii. TO PERFORM THE PERSONNEL PERFORMANCE EVALUATION OF LIZZIE STRAIN, HOUSEKEEPING EMPLOYEE, PURSUANT TO OKLAHOMA STATUTES, TITLE 25 § 307.B.1: No action taken.

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

AYE: Charlie Rogers Ross Selman Mike Haynes

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account Fiscal Year: 2024-2025 Date Range: 06/02/2025 to 06/02/2025

РО	Warrant No.	lo. Vendor Name	Purpose		Amount
Animal Shelter	Shelter				
1316-1-8(009773 009774 009777 010449 010458	020-2005 / .000601 000602 000603 000604 000605 000605 000605	1316-1-8020-2005 / ANIMAL SHELTER MAINTENANCE & OPERATIONS 009773 000601 ATWOODS KENNEL SUPRINGE 009774 000602 UNIFIRST CORP. MAT MAINTEN 010449 000604 SUMMIT UTILITIES OKLAHOMA INC MONTHLY SEF 010458 000605 CENTER, EWELL VET SERVIC 010473 000606 UNIFIRST FIRST AID CORP FIRST AID SUPRINGE	KENNEL SUPPLIES KENNEL SUPPLIES MAT MAINTENANCE DOG AND CAT FOOD ETC MONTHLY SERVICE VET SERVICES FIRST AID SUPPLIES		\$ 353.48 \$ 97.94 \$ 287.28 \$ 1,457.54 \$ 700.00
010484	000007	VYVE BROADBAND	MONTHLY SERVICE Total:	\$ 3,166.70	\$ 96.18
Drug Court	ourt				
7206-1-19 010520 010521 010522	7206-1-1900-2005 / DIS 010520 000191 (010521 000192 F 010522 000193 F	DIST 18 DRUG COURT M&O CANON FINANCIAL SERVICES RECOVERY MONITORING SOLUTIONS RECOVERY MONITORING SOLUTIONS	COPIER LEASE MONITORING SERVICES MONITORING SERVICES Total:	\$ 269.80	\$ 70.00 \$ 187.50 \$ 12.30
Econ D	Econ Dev Trust				
7603-4-0 : 010448 010534	7603-4-0500-2005 / ED 010448 000492 010534 000493	EDA EXPO M&o POPCO LLC ATWOODS	CONCESSION SUPPLIES BATTERY ETC Total:	\$ 711.26	\$ 458.90 \$ 252.36
General	_				
0001-1-0 010496	1 100-2005 / 004139	0001-1-0100-2005 / DISTRICT ATTORNEY M&O 010496 004139 US CELLULAR	MONTHLY SERVICE Total:	\$ 436.61	\$ 436.61
0001-1-0 010288	600-2005 / 004140	0001-1-0600-2005/TREASURER M&O 010288 004140 STAPLES	OFFICE SUPPLIES Total:	\$ 657.48	\$ 657.48

ЬО	Warrant No.	Vendor Name	Purpose		Amount
General					
0001-1-08 009868	00-2005 / CC 004141	0001-1-0800-2005 / COMMISSIONERS M&O 009868 004141 OSU-CTP	REGISTRATION Total:	\$ 105.00	\$ 105.00
0001-1-33	00-2005 / M	0001-1-3300-2005 / MAINTENANCE M&O			
008660	004142	UNIFIRST CORP.	MAT MAINTENANCE		\$ 66.33
009739	004143	UNIFIRST CORP.	MAT MAINTENANCE		\$ 303.12
009740	004144	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES		\$ 1,384.73
009742	004145	UNIFIRST CORP.	UNIFORMS ETC		\$ 92.50
010166	004146	CUSTOM PRODUCTS CORPORATION	SIGNS		\$ 189.64
010167	004147	LOWES	PAINT		\$ 184.30
010469	004148	JE SYSTEMS INC	FIRE ALARM REPAIR		\$ 1,042.29
010498	004149	FIRST REALTY INC	OFFICE RENTAL		\$ 10,700.00
010541	004150	UNIFIKSI CORP.	Janii Okial supplies E Total: \$	\$ 13,999.71	00.00
0001-2-27	700-2005 / C	0001-2-2700-2005 / CIVIL DEFENSE M&O			
010503	004151	MILLER OFFICE EQUIPMENT	COPY OVERAGE		\$ 43.35
			Total:	\$ 43.35	
0001-4-05	0001-4-0500-2005 / Expo M&O	M&O			
010159	004152	BRIGGS PRINTING	RECEIPT BOOKS		\$ 220.00
010456	004153	RURAL WATER DIST. #7	MONTHLY SERVICE		\$ 28.00
			Total:	\$ 248.00	
0001-4-0	501-2005 / R	0001-4-0501-2005 / REGIONAL EXPO M&o			
010540	004154	RURAL WATER DIST. #7	MONTHLY SERVICE		\$ 30.00
			Total:	\$ 30.00	
0001-5-09	0001-5-0900-1310 / OSU	SUTRAVEL			
010518	004155		TRAVEL Total:	\$ 648.66	\$ 648.66
Health					
1216-3-5	000-2005 / F	1216-3-5000-2005 / HEALTH DEPT. M&O			
009627	000384	PRO KILL INC.	PEST CONTROL		\$ 158.00
009913	000385	WITTKOPF, SHELLY	CONTRACT SERVICES		\$ 969.00
009995	000386	STAPLES	INK CAKIRIDGES FIC.		4 1,346.90
010066 010067	000387	MCALESTER NEWS CAPITAL & DEM. STAPLES	ADVEKTISING JANITORIAL SUPPLIES		\$ 215.79
					Page 2/7

Amount	\$ 56.77 \$ 169.56 \$ 2,306.97	\$ 94.53	\$ 1,160.00 \$ 4,981.74 \$ 1,280.00 \$ 128.01 \$ 247.92 \$ 10,328.02	\$ 156.66 \$ 53.62	\$ 106.00 \$ 45.00 \$ 89.10 \$ 293.32 \$ 432.02 \$ 911.98 \$ 533.61 \$ 32.69 \$ 82.29
	\$ 5,539.99	\$ 94.53	\$ 18,125.69	\$ 210.28	\$ 2,526.01
Purpose	OFFICE SUPPLIES PROGRAM SUPPLIES MONTHLY SERVICE Total:	MONTHLY SERVICE Total:	CONTRACT HAULING FUEL RED GRAVEL BRAKE SHOES CHAINSAW CHAIN ETC. FUEL Total: \$	ANT M&O FIRST AID SUPPLIES MONTHLY SERVICE Total:	PEST CONTROL SERVIC FLAT REPAIR FLAT REPAIR ETC HYDRAULIC HOSE ETC. LED LIGHTS ETC. TIRE & MOUNT SHOVELS ETC MONTHLY SERVICE MONTHLY SERVICE Total:
o. Vendor Name	Health 1216-3-5000-2005 / HEALTH DEPT. M&O 010224 000389 STAPLES 010289 000390 SMILEMAKERS 010512 000391 PUBLIC SERVICE CO. OF OKLAHOMA Highway	SUMMIT UTILITIES OKLAHOMA INC	1102-6-5520-2005 / CIRB-MV M&O 010063 002771 PARROTT TRUCKING 010178 002772 RAM INC 010242 002773 PRICE, MICHAEL A 010250 002774 WELDON PARTS INC 010344 002775 ATWOODS 010438 002776 RAM INC	HWY-ST 1313-6-8040-2005 / HIGHWAY SALES TAX ASPHALT PLANT M&O 009768 002558 UNIFIRST FIRST AID CORP MONTH 010447 002559 RURAL WATER DIST #6 Tota	1313-6-8041-2005 / HIGHWAY SALES TAX M&O DISTRICT #1 009796 002560 PRO KILL INC. PES 010317 002561 T & W TIRE I 010343 002562 JET TIRE SERVICE I 010351 002563 STANDARD MACHINE & WELDING HYI 010351 002564 WELDON PARTS INC HYI 010354 002565 T3 TIRE & WELDING HYI 010453 002566 LOWES CROSS TELEPHONE CO. N 010535 002568 SUMMIT UTILITIES OKLAHOMA INC N
Warrant No.	000-2005 / H 000389 000390 000391	1102-6-4200-2005 / DIST 010536 002770 S	520-2005 / (002771 002773 002774 002775 002775 002775	040-2005 / 002558	041-2005 / 002560 002561 002563 002564 002565 002566 002566
ЬО	Health 1216-3-500 010224 010289 010512	1102-6-4 2 010536	1102-6-6: 010063 010178 010242 010344 010344	Hwy-ST 1313-6-8 009768 010447	1313-6-8 009796 010317 010343 010354 010453 010525 010535

Amount	\$ 11,949.87 \$ 1,219.30 \$ 235.93 \$ 335.02 \$ 50.69 \$ 350.00	\$ 5,994.14 \$ 5,908.25 \$ 6,016.06 \$ 706.49	\$ 3,145.57		\$ 1,172.34	\$ 10.00	\$ 842.24	\$ 2,931.85
	\$	\$ 18,624.94	\$ 3,145.57		\$ 1,172.34	\$ 10.00	\$ 842.24	\$ 2,931.85
Purpose	1/2" CRUSHER RUN O & SHOP SUPPLIE VALVE IONTHLY SERVICE IONTRACT LABOR Total:	1/2" CRUSHER RUN 1/2" CRUSHER RUN 1/2" CRUSHER RUN 1/2" CRUSHER RUN 1/2" CRUSHER RUN 1/2" CRUSHER RUN	E DISTRICT #3 FUEL Total:		MONTHLY SERVICE Total:	INMATE MEDICAL Total:	INMATE GROCERIES Total:	M&O OFFICE SUPPLIES Total:
Warrant No. Vendor Name	 342-2005 / HIGHWAY SALES TAX M&O DISTRICT 002569 DOLESE 002570 GOODWIN, BRENNEN 002571 WELDON PARTS INC 002572 PUBLIC SERVICE CO. OF OKLAHOMA 002573 PUBLIC SERVICE CO. OF OKLAHOMA 002574 MCELROY, JILL E. 	1313-6-8043-2005 / HIGHWAY SALES TAX M&O DISTRICT #3 010209 002575 DOLESE 010248 002576 DOLESE 010319 002577 DOLESE 010451 002578 SUMMIT UTILITIES OKLAHOMA INC M	1313-6-8043-2999 / HGHWAY SALES TAX ROAD & BRIDGE DISTRICT #3 008442 002579 RAM INC Total:		1315-2-8034-2005 / JAIL MAINTENANCE & OPERATIONS 010483 000800 SUMMIT UTILITIES OKLAHOMA INC	1315-2-8034-2011 / JAIL INMATE MEDICAL 010485 000801 MCALESTER REGIONAL HEALTH CEN	1315-2-8034-2012 / JAIL INMATE GROCERIES 009780 000802 HILAND DAIRY	JUVENILE MENTAL HEALTH 7212-1-1900-2005 / JUVENILE MENTAL HEALTH COURT M&O 009648 000005 STAPLES ADVANTAGE OF
Ю	Hwy-ST 1313-6-8(009145 010387 010527 010528 010531	1313-6-8 010209 010248 010319 010451	1313-6-8 008442	Jail-ST	1315-2-8 010483	1315-2-8 010485	1315-2-8 009780	JUVEN 7212-1-1

Amount		\$ 1,403.39 \$ 3,500.00	\$ 229.99	\$ 204.80 80	\$ 347.60 \$ 1,515.50	\$ 200.00 \$ 73.00	\$ 480.00 \$ 89.53 \$ 81.92 \$ 55.00	\$ 164.96 4.96	\$ 40.00	\$ 200.00	Page 5/7
		\$ 4,903.39	\$ 229.99	\$ 204.80	\$ 1,863.10	\$ 273.00	\$ 706.45	\$ 164.96	\$ 4		
Purpose		SEALER LABOR Total:	AUTO PARTS Total:	MONTHLY SERVICE Total:	HEADLAMP CHAINSAWS ETC Total:	MONTHLY SERVICE MONTHLY SERVICE Total:	REPEATER REPAIR MONTHLY SERVICE MONTHLY SERVICE MONTHLY SERVICE Total:	PARTS & SHOP SUPPLIE Total:	MONTHLY SERVICE Total:	MONTHLY SERVICE	
Warrant No. Vendor Name		1321-2-8202-2005 / ARROWHEAD FIRE DEPT M&O 010222 001124 MURRAY CARPETS INC 010223 001125 SWAFFORD, KEVIN	1321-2-8203-2005 / ASHLAND FIRE DEPT M&O 007675 001126 KIAMICHI AUTOMOTIVE WAREHOUSE	1321-2-8204-2005 / BUGTUSSLE FIRE DEPT M&O 010506 001127 KIAMICHI ELECTRIC COOPERATIVE	1321-2-8205-2005 / BLANCO FIRE DEPARTMENTM&O 009915 001128 OK FIRE 010275 001129 KC FARM MACHINERY INC.	1321-2-8208-2005 / CANADIAN SHORES FD M&O 010507 001130 RURAL WATER DIST #18 010508 001131 KIAMICHI ELECTRIC COOPERATIVE	1321-2-8212-2005 / FIRE FIGHTERS ASSOC M&O 003254 001132 MUSKOGEE COMMUNICATIONS 010464 001133 CITY OF MCALESTER 010465 001134 PUBLIC SERVICE CO. OF OKLAHOMA 010466 001135 COOKSON HILLS ELECTRIC COOP.	1321-2-8216-2005 / HAYWOOD/ARPELAR FD M&O 007671 001136 KIAMICHI AUTOMOTIVE WAREHOUSE	1321-2-8217-2005 / HIGHWAY 9 FIRE DEPT M&O 009505 001137 LONGTOWN RW&S DIST.#1	1321-2-8218-2005 / INDIANOLA FIRE DEPT M&O 010519 001138 RURAL WATER DIST #18	
Warr	Rural Fire-ST	1-2-8202-2005 :22 001124 :23 001125	1-2-8203-2005 375 001126	1-2-8204-2005 506 001127	1-2-8205-2005 915 001128 275 001129	1321-2-8208-2005 010507 001130 010508 001131	1321-2-8212-2005 003254 010464 001133 010465 001134	1321-2-8216-2005 007671 001136	1321-2-8217-2005 009505 001137	1321-2-8218-2(010519 001	
РО	Ru	1321-2 010222 010223	1321-2 007675	1321-2 010506	1321-2 009915 010275	1321-2 010507 010508	1321-; 003254 010464 010465	13 :	13	13	

8

РО	Warrant No.	o. Vendor Name	Purpose	Amount
SH Svc Fee	Fee			
1226-2-0	_	FEEDING PRISONERS		
010265 010478	001835 001836	BEN E. KEITH OKLAHOMA BEN E. KEITH OKLAHOMA	INMATE GROCERIES INMATE GROCERIES	\$ 7,737.52 \$ 7,412.75
			Total: \$ 15,150.27	27
1226-2-3	1226-2-3400-2005/	JAIL M&O		
806900	001837	BEMAC SUPPLY	TOILET	\$ 2,941.14
008298	001838	MUSKOGEE COMMUNICATIONS	RADIOS	\$ 3,873.00
008677	001839	O REILLY AUTO PARTS	PARTS & SHOP SUPPLIE	\$ 143.36
989800	001840	LOWES	JAIL MAINTENANCE SUP	\$ 210.68
009328	001841	WAV 11	BATTERY BACKUP	\$ 700.00
010195	001842	BOB BARKER COMPANY	HYGIENE SUPPLIES	\$ 1,964.09
010266	001843	SECRETARY OF STATE	NOTARY FILING FEE	\$ 25.00
010268	001844	SGC FOODSERVICE	JAIL KITCHEN SUPPLIES	\$ 781.20
010379	001845	WALMART COMMUNITY CARD	TELEVISION ETC.	\$ 244.36
010479	001846	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 60.62
010480	001847	LOCKE HEATING & COOLING SUPPLY	LIGHTS	\$ 622.50
010481	001848	DISCOUNT STEEL	WELDING SUPPLIES	\$ 283.36
010509	001849	DISCOUNT STEEL	BUILDING SUPPLIES	\$ 621.98
010510	001850	THE PRODUCT CENTER	INK CARTRIDGE	\$ 523.02
010523	001851	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 117.00
010543	001852	O REILLY AUTO PARTS	BRAKE PARTS ETC.	\$ 1,025.70
			Total: \$ 14,137.01	01
7000	, 0000			
1220-2-3	1 226-2-3400-2030 / IINI		HEBLY BHONE TIME	\$ 156.00
0.10300	00100		Total: \$ 156.00	

Grand Total: \$ 395,154.18

BUGTUSSLE VOLUNTEER FIRE DEPARTMENT 2295 FLOWERY MOUND ROAD MCALESTER, OK 74501

6/2/2025

TO THE BOARD OF COUNTY COMMISSIONERS & HOPE TRAMMELL,

BUGTUSSLE FIRE DEPARTMENT WISHES TO ADD PATTY DEVOS AS THE SECOND RECEIVING OFFICER FOR THE DEPARTMENT.

THANK YOU

CORY WALL

BOARD PRESIDENT/ASST FIRE CHIEF

Quinton Fire Department

P.O. Box 913

Quinton, OK 74561

May 26, 2025

This letter is to notify that Mike West has retired from the Quinton Fire Department. The new fire chief is Tyler Breedlove.

The department also would like to change one of the requistion officers. Billy Needham isn't able to perform those duties due to his work schedule. We would like to put Larry Satterfield as a new requistion officer.

If there are any questions Tyler can be reached at 918-710-5337.

Thank you.

Tyles breedlove

1



May 22, 2025

Pittsburg County Commissioners P.O. Box 3304 McAlester, OK 74501

Pursuant to 65 O.S. Supp.1993 4-105 (13)(b) of the Oklahoma Library Code and Section 205 of the Oklahoma Department of Libraries' Rules and Regulations, we are pleased to file the Fiscal Year 2025 Revised Budget for the Southeast Oklahoma Library System.

The enclosed Fiscal Year 2025 Revised Budget was approved by the Board of Trustees at their regularly scheduled meeting on May 20, 2025.

Sincerely

Ryan Ward

Business Analyst

ryan.ward@seolibraries.com

Southeast Oklahoma Library System FY 2025 Revised Budget, Presented May 20, 2025

Income	Ad Valorem Income	6,524,000	
meome	State Aid	88,418	
	Interest	206,802	
	Fees & Charges	57,450	141
	Donations	10,000	
	In-Kind Donations	10,000	
	Grant Income	31,391	
	Surplus Sales	5,000	
	Universal Services Fund	~	
	Oklahoma Universal Services Fund	-	
	Misccelaneous Income	500	
	Total Income	6,933,561	
	Carryover from Reserves	435,914	
	•		
	Total Available Funds	\$7,369,475	
		*	
Expenses	Personnel Expenses	3,992,117	
	Informational Materials	791,720	
	Public & Technical Services	280,451	
	Operating Expenses	1,486,264	
	Capital Expenditures	518,923	
	Board Reserves	300,000	
	Total Expenses	\$7,369,475	
	Not On	dinon/Income	\$0
	net Or	dinary Income	Şt



May 22, 2025

Pittsburg County Commissioners P.O. Box 3304 McAlester, OK 74501

Pursuant to 65 O.S. Supp.1993 4-105 (13)(b) of the Oklahoma Library Code and Section 205 of the Oklahoma Department of Libraries' Rules and Regulations, we are pleased to file the Fiscal Year 2026 Budget for the Southeast Oklahoma Library System.

The enclosed Fiscal Year 2026 Budget was approved by the Board of Trustees at their regularly scheduled meeting on May 20, 2025.

Sincerely

Ryan Ward

Business Analyst

ryan.ward@seolibraries.com

Southeastern Public Library System of Oklahoma FY 2026 Initial Budget, Presented May 20, 2025

Income	Ad Valorem Income	6,240,009	
	State Aid	88,418	
	Interest	60,000	
	Fees & Charges	57,450	
	Donations	10,000	
	In-Kind Donations	10,000	
	Grant Income	67,513	
	Surplus Sales	5,000	
	Misccelaneous Income	500	
	Total Income	6,538,889	
	Carryover from Reserves	529,000	
	Total Available Funds	\$7,067,889	
Expenses	Personnel Expenses	4,114,640	
	Informational Materials	774,565	
	Public & Technical Services	289,351	
	Operating Expenses	1,092,334	
	Capital Expenditures	497,000	
	Board Reserves	300,000	
	Total Expenses	\$7,067,889	
	Net Ordinary Income		\$0

PROACTIVE SECURITY SOLUTIONS

A PROACTIVE AIR SOLUTIONS COMPANY

Product Information

- Security Glass Laminates
- BulletShield Mobile Shield
- Perforated Graphic Film
- Halo 3C Vape Detector
- SentryERS Lockdown System

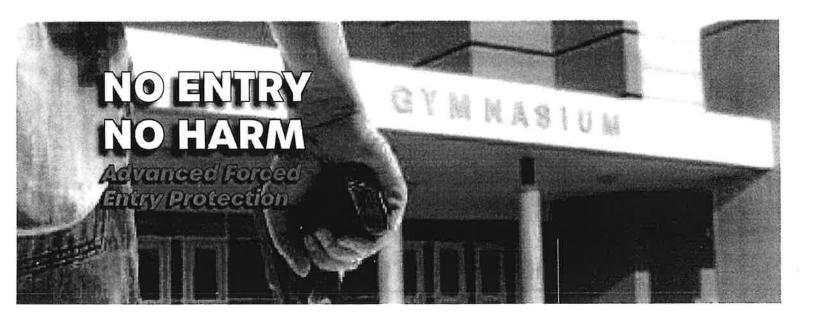
- Wahsega IP-Based PA System
- Pelco Security Cameras
- ViewScan Metal Detector
- ActivePure Air & Surface Purifiers



Kaleb Smith

General Manager 405-225-8249 (Office) 405-886-1510 (Cell Direct) ksmith@proactivesecuritysolutions.net

PO Box 891832 Oklahoma City OK 73189 405-225-8249 www.proactivesecuritysolutions.net



Why Security Window Glazing?

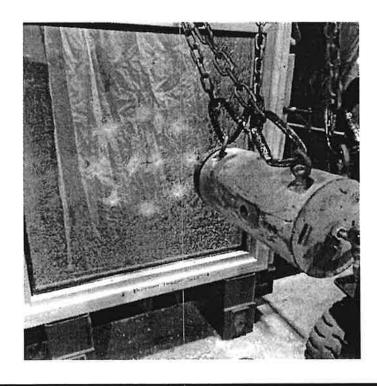
Glass presents an easy target for would-be-bad guys to enter facilities leading to loss of life and property. Security window glazing options can limit or even prevent entry into facilities through glass windows and doors, buying precious time and saving lives.



What is **RIOT**LITE?

RiotLite, a security window film system, has recently met level 3 ASTM F3561 performance when installed and anchored on 1/4" single pane tempered glass setting a new benchmark for security glazing systems. With stacked thicknesses ranging from 8-37 mm, security film slows down or deters intruders from bringing harm to lives and property. Available clear or tinted.

RIOTLITE®

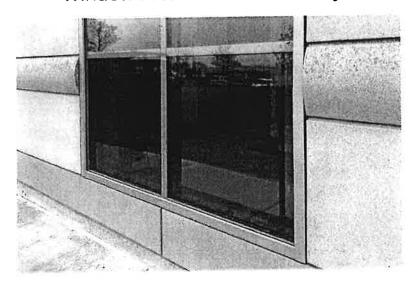




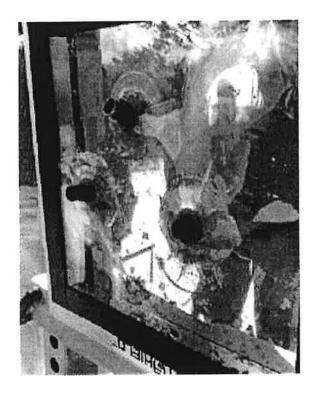
What is **Defense**Lite?

A patented technology, DefenseLite is a 'clear security shield' that installs over existing window and door glass creating a layer of protection designed to 'keep the bad guys out'. DefenseLite is 250 times stronger than glass, nearly invisible once installed and an affordable solution that works. Utilizing proprietary high-optic UV coated polycarbonate shields, multi-layer thin films and tough structural adhesives and anchors, DefenseLite is an engineered solution that combines the best of materials science with an easy to retrofit installed solution.

DEFENSELITE® Window Protection and Security



BULLET THIELD



What is **Bullet**Shield?

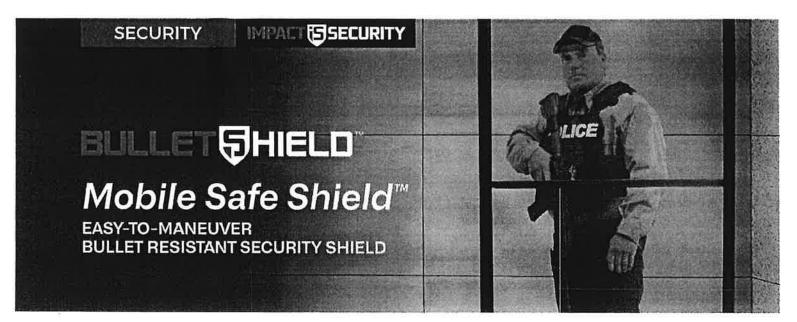
Dubbed "Body Armor for Windows,"
BulletShield – the bullet-resistant version of
DefenseLite – is rated to UL 752 ballistic
standards. BulletShield clear shields are
custom engineered to fit your window or
door opening and are available in escalating
levels of protection to meet your threat
conditions (UL Level 1-7).

- Protects the most targeted areas of a glazing system – the glass
- Mounts onto existing window and door frames
- Custom extruded aluminum frame creates standoff to protect the original glass
- Engineered to flex under attack, keeping bullets and bad guys out

DEFENSELITE®
AUTHORIZED DISTRIBUTOR



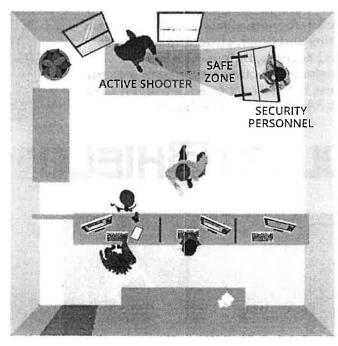
PROACTIVE SECURITY SOLUTIONS
A PROACTIVE AIR SOLUTIONS COMPANY



INSTANT, MOVABLE DEFENSE AGAINST ACTIVE SHOOTERS

Mobile Safe Shield™ is a portable, bullet-resistant shield designed for quick ceployment during active shooter or robbery situations. It provides 360° protection, easily rotating to block attackers and create a defensive position. The shield can be positioned to secure doors, windows, or any vulnerable area.





BENEFITS

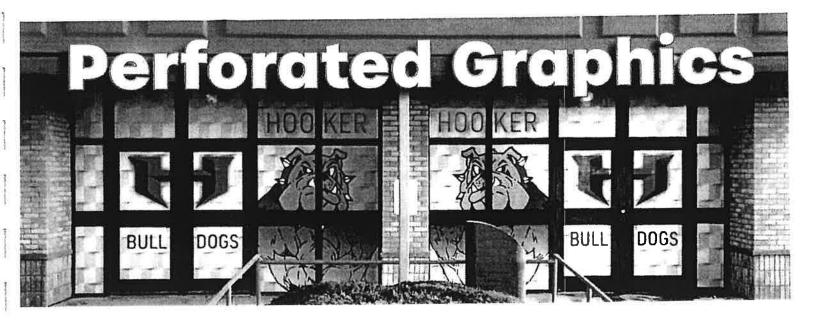
- 360° rotation for full coverage and attacker deterrence
- Quick to move for instant bullet-resistant protection
- Customizable with glass, tack board, or whiteboard options
- Easy to maneuver with handlebars and 360° wheels

TECHNICAL DETAILS

- Bullet Resistant UL752 Levels 1-8
- 360° swivel castor wheels with locks
- Welded Steel Frame (black or silver)
- · Custom colors available
- · Steel Handlebar for easy maneuvering

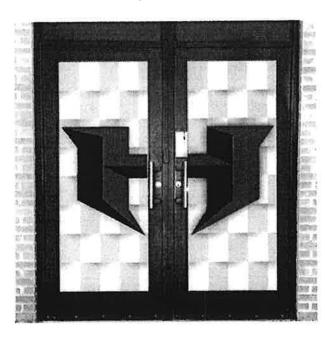


PROACTIVE SECURITY SOLUTIONS
A PROACTIVE AIR SOLUTIONS COMPANY



Why perforated graphics?

Perforated graphic film is a great option to increase aesthetics and school pride by loudly displaying a school's name, mascot, logos, and more! The design allows those inside a building to see out, but greatly limits visibility into the building, adding a layer of security. Graphics are custom made using the school's colors, fonts, and logos.



Perforated graphics can be installed on the exterior of glass panes, making them an excellent compliment to glass panes that have security window film on the interior.





INTRODUCING THE NEW

HALO Smart Sensor 3C

Multifunctional vape detection, safety, air quality, and environmental monitoring device.

HALO 3C builds on IPVideo Corporation's industry leadership in the detection of health, safety and security concerns in areas where privacy is paramount, such as bathrooms. Major new features include a "halo" of multicolored LEDs, motion detection, panic button support and easier installation. These add to existing features of gunshot detection, noise alerts and emergency keyword alerts.



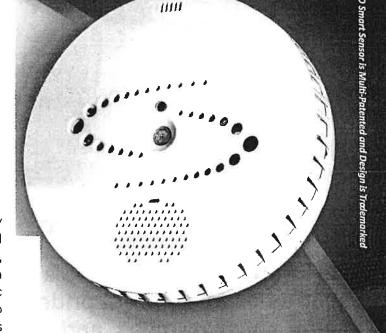
EMERGENCY ALERT LIGHTING & AUDIO

HALO 3C literally includes a "halo" of multicolored LEDs that can be programmed to provide different lighting effects and colors, triggered by different events. Unique colors can be used for different alerts such as purple for Air Quality or red for temperature. The lights are projected onto the ceiling around the HALO for extended visibility and can be combined with configurable audio alerts.



PANIC BUTTON1

In combination with HALO Cloud and the HALO Cloud App, Users can trigger email or mobile push notification alerts with IPVideo Corporation's iPanic™ panic button. Alerts provide monitoring staff with the names of HALO device(s) within range of the panic button.



HALO SMART SENSOR 3C



MOTION DETECTION

HALO 3C includes a motion sensor which can be used to trigger a time-based notification, if motion is detected in an area that is meant to be unoccupied, or before or after hours.



OCCUPANCY AND PEOPLE COUNTING²

Identify how many people are within the HALO location and configure to alert on abnormalities.



ENHANCED HALO CLOUD AND NEW MOBILE APP

Receive configurable email and push notifications triggered by sensor levels or panic buttons.

Monitor events and sensor levels across your buildings in real-time.

View analytics such as heat maps and event trend graphs.

Download historical data for further analysis and reports.





PROACTIVE SECURITY SOLUTIONS

A PROACTIVE AIR SOLUTIONS COMPANY























Health Index

Air Quality Index

Carbon Monoxide

Carbon Dioxide

Nitrogen Dioxide

Humidity

Temperature

Particulates

Motion

Chemicals

SAFETY



Help (Spoken Keyword)



Emergency Alert Lighting



Panic Button¹



Occupancy (People Counter)2



Gunshot



Aggression



Tamper



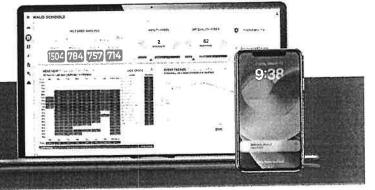








Smokina





HALO Cloud enables staff to respond rapidly to vaping, environmental and safety events via realtime site-specific notifications. Allocate resources effectively with a range of analytics and reporting capabilities, aggregate data, and manage multiple devices across multiple sites.

REAL-TIME NOTIFICATIONS

HALO Cloud enables administrators to set up customized alerts via email and mobile app push notifications. Configuration options include event type(s), device list, recipient list and day-time notification windows.

SITE-SPECIFIC ACCESS

HALO Cloud enables administrators and site managers to configure user access to HALO Cloud and the HALO App (including notifications) at a site (i.e. location) level.

LIVE VIEW MAP

Enables users to view events detected by HALO devices on easy-to-use interactive maps providing faster resource allocation and response times.

ANALYTICS

HALO Cloud Analytics enables users to define custom Event Heat Maps, Event Trend Graphs and Sensor/ Event Data Graphs offering insight into safety and air quality/ indoor environmental trends.

DASHBOARD

The HALO Cloud Dashboard provides an at-a-glance view of the most recent events, current sensor levels, event hot spots, air quality levels, and system health status as well as two analytics tools: Heat Maps and Event Trend Graphs.

LOGGING AND REPORTS

Download up to 3 months sensor and event data to satisfy reporting requirements to the board of education, local health department, OSHA or any requesting authority.

MAINTENANCE AND SUPPORT

HALO Cloud provides the HALO Cloud Support Team with visibility into device status and the ability to remotely update device configuration and firmware version.

SECURE

Utilization of AWS Certified and accredited computing environments and applications. Third-party penetration tests performed annually.

SYSTEM HEALTH STATUS

Provides system administrators with a snapshot of device connection status minimizing downtime & lowering risk.





Lockdown & Emergency Response System

Active shooter situations are a horrible daily threat in our society. Schools, places of worship, grocery stores, hospitals, malls, movie theaters, and bars have all been targeted. **Sentry ERS** is the most effective way to protect children, staff, and first responders from death and injury during active shooter and other incidents.

Each **Sentry ERS** consists of two devices, a base unit with a lockdown button that can initiate lockdown protocols for the entire facility, and a dedicated Mobile Communication Device (MCD). Each piece has the capability to broadcast a live video stream and communicate with first responders, providing all the latest real-time information at the scene.



With Sentry ERS, facilities are receiving:

- Faster response to critical threats immediate alerts to police and initiation of lockdown protocols at the touch of a button.
- Better informed and prepared first responders superior incident awareness provided by integrating video, voice, text, and GPS location data from rooms.
- Better informed teachers & other staff members direct voice and text communication with Security Operators
- Better emergency preparedness drill mode with reporting capability.
- Complete respect for privacy no transmission of video, audio, or text until initiated by the user. No requirement to install an app on employees' personal mobile devices.

With Sentry ERS our communities now have a SIMPLE, EASY and FAST lockdown system at their disposal.

Sentry ERS is the only lockdown system providing comprehensive situational awareness in an emergency via video, two-way voice, text message and GPS location.



Other Safety Features

GUNSHOT DETECTION

Sensors and patented gunshot detection algorithms have been added to base units to provide automatic alerting of an active shooter in the event the lockdown button is unable to be reached or pushed in a particular location.

KEYWORD ACTIVATION

In the event a teacher/citizen is unable to reach the lockdown or press the panic button, a verbal help keyword can be shouted to provide a third means of triggering for help and alerting security.

EVENT REPORTING APPLICATION

Users can utilize the app on their Mobile Communication Device (MCD)s to select an emergency type or text details via quick message for "silent" reporting.

LOCKDOWN DRILL MODE

Provides a drill mode that alerts all necessary personnel of the "test" and provides response time reporting feedback for all to review and learn from.

PANIC BUTTON ACTIVATION

Integrated with our iPanic system providing easy-to-use singlebutton push panic cards that will be recognized by any unit within range and trigger established protocols including notification of 911 for Alyssa's law.

AGGRESSION/AUDIO DETECTION

Units include machine learning and AI to monitor decibel levels of a location and establish normal ranges.

OPTIONAL DISPATCH SOURCES

End users can send responses to any preferred response source such as building security, administration, 911, etc.

EVENT MOBILITY

Mobile Communication Devices (MCD) can be removed from the docking stations by security teams and staff members for added security during events.

PRIVACY MODE

When providing solutions for safety, we understand that maintaining privacy is paramount. To address privacy concerns, The Sentry ERS cameras and audio communication are always OFF and set to privacy mode until the lockdown is activated, the Sentry ERS Phone is pulled, or the Panic Button is deployed! The system can also be configured to turn on for other alerts such as keyword, gunshot, and audible detection.

Sentry ERS - General Specifications

	and the second s
Operating Temperature	32°F - 122°F (0°C - 50°C)
Operating Humidity	0 to 90% Relative Humidity (non-condensing)
Power Supply	PoE (IEEE 8023at) 17 W Alternate DC Power 11 VDC to 14 VDC at 2 ADC External Load 6 W Max
Dimensions	72 1/4" x 5 1/2" x 2 1/2" (H x W x D)
Welght	1.7 lbs. without the phone and 2.4 lbs, with the phone
Mounting	Wall Mounted with the included bracket
Vandal	Tamper Alert

Sentry ERS - Network Specifications

Sellery Ello		
Ethernet	RJ-45 (10/100 Base-T) IEEE 802.3 at Compliance	
Protocols	MJPEG, TCP/IP, IPV4/V6, HTTP, HTTPS, DHCP, ARP, Bonjou	
Wireless	2.4 GHZ IEEE 802.11 b/g/n/ac Wireless	
Bluetooth	Bluetooth 5.0, BLE	

Integrations: 911inform, Singlewire Informacast, Bogen Communications

VMS Integrations: Milestone, Network Optix, Hanwha WAVE, DW Spectrum, AXIS Camera Station, March Command, Video Insight

Supported Languages: English, Foreign Languages Supported Emergency Keywords: Sentry ERS supports multiple keywords

Sentry ERS - I	Interface Specifications
Live Camera	FOV 160 Degrees Resolution 1920x1080, 24 FPS, Live MJPEG, 8 Users Maximum
Audio	MEMS Microphones (2) [Audio Analysis Only] No Recording of Live Stream
Alarm Triggers	Aggression, Gunshot Spoken Keyword, Tamper, Sound Levels, Remote Panic Button, Lockdown Button, Phone Removed
Relay Output	, Normally Closed
Input	1, Isolated, 5 VDC to 24 VDC or 5 VAC to 24 VAC
RS-485	î, Integrates wired industrial sensors
Power Output	5 VDC at 0.5 A and 12 VDC at 0.5 A, External Load 6 W Max
LED Light (Blue)	Visual Indicator of Alarm Condition, Programmable (Flash or Always on)
Speaker	Audible Indicator of Alarm Conclition, Pre-Recorded Files, Programmable WAV Files

Sentry ERS - Mobile Phone Specifications

Dimensions	6.5" x 3.0" x 0.3"
Weight	0.4 lbs.
Display	6.517" HD+ LCD (720x1600) V-Notch 20:9 Aspect Ratio
Connectivity	4G, Wi-Fi 802.11 b/g/n/ac (2.4 and 5 GHz), Bluetooth, GPS/A-GPS
Camera	Rear Cam: 13MP AF, f1.8, FOV 77 degrees
Battery	Non-removable 5000mAh, QC2.0/PD2.0 with 15W Fast Charging





Trusted by public & private schools



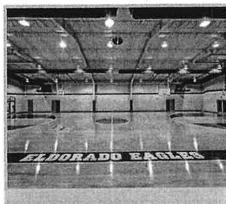
Boyd-Buchanan School



West Jefferson Hills **School District**



Trinity Christian Academy



Schleicher County ISD

俞俞俞俞



Dr. Jeremy Womack

Wahsega's videos & Support [team] made it easy to set up.





Dante McNeil

Easy to implement and worked on the first try.





Chris Harris

At the end of the day, it just works. I don't have to mess with it.

Wahsega Trusted Partner:



PROACTIVE SECURITY SOLUTIONS

MPROACTIVE AIR SOLUTIONS COMPANY

Kaleb Smith (405) 225-8249 ksmith@proactivesecuritysolutions.net proactivesecuritysolutions.net



COMPLETE SCHOOL COMMUNICATIONS **SYSTEM**

INDOOR & OUTDOOR PA BROADCAST

AFFORDABLE

EMERGENCY ALERT SYSTEM **EASY TO USE** & SET UP





School PA System

Broadcast announcements and emergency notifications to any area on campus.



School Intercom **System**

Hands free 2-way communications between classroom and front office.



School Bell System

Easily set bell schedules for specific dates and days of the week.



Classroom RF Microphone

Classroom audio system with integrated wireless microphone and mixer.



Radio Controller

Send emergency broadcasts from school radios.



Cloud System

Remote system access and off-campus bell scheduling.

🕲 888-509-2379

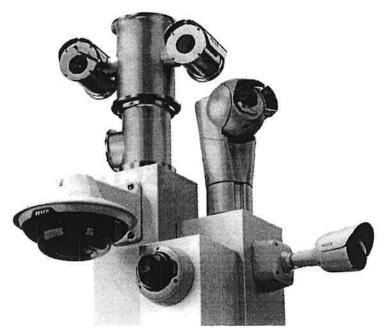


wahsega.com/school



sales@wahsega.com

Powerful video security for every environment



Open architecture with imaging technologies that puts your world into focus

Pelco is a global leader in the design and development of powerful video security solutions, including video surveillance cameras and sensors for every need and environment.

We are committed to delivering a broad range of high-quality products and systems that help make the world a safer place. Across a wide span of industries, loyal customers and partners turn to us as a provider of purpose-built video technology that is designed for faster deployments, higher levels of system resilience and a lower total cost of ownership.



Cloud-connected cameras

Pelco offers a wide range of video cameras that grows with your business.



Made for any environment

Versatility meets performance. The right camera at the right price point for all your needs.



Trusted and reliable

Devices you can count on to help mitigate risks, detect threats and protect your data and investments.



Built on an open platform

Open architecture that's compatible with any system.



Smart Analytics

Our Smart Analytics brings cuttingedge detection technology so you can have better insights and expedite response times when it matters most.

About Pelco

Pelco, a Motorola Solutions company, is a powerful devices brand that has set the standard for performance and versatility over the last 60 years. With purpose-built, customizable cameras and sensors for every need, our devices are designed for any situation or requirement and work with the software you already have.

Pelco is committed to innovation through advancing the design and development of security technologies to address the greatest challenges facing customers in today's modern enterprises. By empowering organizations with intelligence, Pelco uses the power of security data to create a smarter, safer world.

Learn more at www.pelco.com





Put your business in focus

Pelco has over 60 years of video security legacy, as a long-term supplier to public safety and enterprise customers globally.



Elevate

Expect more from your camera with our direct camera-to-cloud technology that combines edge and cloud Al capabilities



Smart Analytics

Al-powered technology for improved detection and faster response times



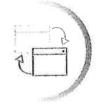
Customer support

Access to global service centers and regional support specialists



Secure

Our products allow customers to comply with NDAA requirements and all receive FCC authorization (where required)



Open and reliable

Flexible platform for any video management system with industry leading service, support and quality

Pelco portfolio

Our broad range of cameras are built with intelligent analytic capabilities, stacked with features to meet your challenges and easily work with other systems. Expect more from your camera with Elevate, Pelco's direct camera-to-cloud technology that unlocks cameras' capabilities.

Pelco Smart Analytics Specialty cameras Panoramic cameras Dome & bullet cameras PTZ cameras Make quicker and faster Maintain reliable Gain total situational Provide focus coverage Monitor large areas and response with powerful coverage even in harsh capture details with wide awareness with vast area exactly where you need it, environments across analytics for improved coverage across multiple and close-up camera when you need it. efficiency. multiple directions. directions. views.



VIEWSCAN

Concealed Weapons and Cell Phone Detection. Loss Prevention System.

COMPLETELY PASSIVE SYSTEM

Does not emit radiation. Safe for all including those with medical devices or may be pregnant.

IMAGE & DATA ARCHIVING

Record user readings, flag daily anomalies and review data from previous scans.

BROWSER BASED USER INTERFACE

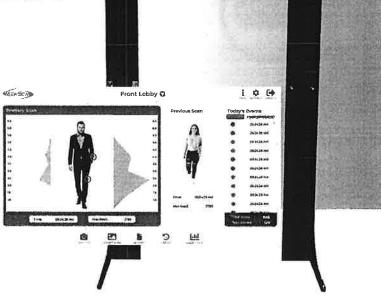
Monitor unit from any PC on the network and integrate with Security Management Systems.

SPEEDY THROUGHPUT

Scan all visitors entering or exiting quickly, eliminate lost employee productivity, and improve screening experience.

PINPOINT LOCATION OF EACH OBJECT

Reduce the need for pat-downs. View the exact location of objects on a person in the image snapshot.



AVOIDS PRECIOUS METALS

Avoids detection of all non-ferrous metals like gold and silver while identifying all ferrous metallic objects.

PORTABILITY



- Set up in under
 15 minutes
- · Light weight
- · Bundled solution
- Screen anywhere

INTERNAL DETECTION



- Safely detects metal through the body
- · Identifies concealed objects without difficulty

HIGH ACCURACY



- Detects even the smallest of ferrous objects
- No blind spots
- Visual verification

EASE OF USE



- Minimal training required
- No calibration required
- Non-security personnel friendly
- No tools required for set up

UNOBTRUSIVE PROFILE



- · Can be concealed in a door frame
- Not as visible or intimidating
- Form factor is slim and narrow-profiled

SPEEDY SCREENING



- 900 person per hour throughput
- Less exceptions
 safe for all
- Integration to 3rd party security products



PROACTIVE SECURITY SOLUTIONS
A PROACTIVE AIR SOLUTIONS COMPANY

ViewScan is the most technologically advanced and safe weapons detection and loss prevention system. Its easy-to-use, PC-based software displays and tracks those who are leaving or entering with potentially stolen items or weapons. ViewScan accurately detects the location and number of objects hidden on a person, including those hidden in shoes and inside body, giving an exact pinpoint location of each object, reducing the need for pat-downs and significantly decreasing screening time. Every person safely passing through the portal is scanned and can be archived with the following data: snapshot image of the person, date and time, threshold settings, sensor readings, graphical display.

ADDITIONAL FEATURES:

- · Adjustable audible alarm
- · Easily movable
- · Dark Mode display available as an option
- Capable of monitoring more than one unit from the same interface
- · E-mail alerts including image
- · Multiple user access levels
- · Meets California IoT Security Civil Code Section 1798.91.04
- · Laptop computer included
- · Camera can be mounted to unit or on the wall

VIEWSCAN IS BEING SAFELY AND EFFICIENTLY USED TODAY IN MULTIPLE MARKETS:

- · Courthouses
- Warehouses
- Prisons
- Ports
- Entertainment Venues
- Schools
- Hospitals

- Rehabilitation Centers
- Municipal Buildings
- Office Buildings
- Manufacturing Plants
- Police and Sheriff's Departments

SPECIFICATIONS

PORTAL

Powder-coated aluminum monoliths (2)
Portal shipping weight with travel case: approximately 70 lbs.
Portal shipping weight boxed: approximately 50 lbs.
Free standing portal weight: approximately 35 lbs.
Dimensions: 82" H x 48.5" W x 1.5" thick
32" Walk through space between monoliths
Feet are 21.5" long

WORKSTATION

Laptop
Network and HDMI ports
OEM Windows® OS
ViewScan 2.0 Software
Secondary Hand-Held Screening Wand

VIDEO

Axis IP/PoE Camera

ELECTRICAL

Power: 170/220 VAC; 3.5 Amps

ENVIRONMENTAL

Operating Temp: 40° - 105° F (5° - 40° C) Storage Temp: 32° - 140° F (0° - 60° C) Humidity: 5% - 95% RH (non-condensing)

COMMUNICATIONS

LAN 10/100 Base-T Ethernet

Network Capability

Enables monitoring of the ViewScan from remote locations on a facility's network

COMPLIANCE

ADA Compliant

Low Voltage

DHS Designated Safety Act Stamp

SAFETY

No electromagnetic emissions No interference with medical implants Safe for women that may be pregnant

OPTIONAL ACCESSORIES

- Travel Case
- Trolley
- Battery
 - · 8 Hours







PROACTIVE SECURITY SOLUTIONS
A PROACTIVE AIR SOLUTIONS COMPANY

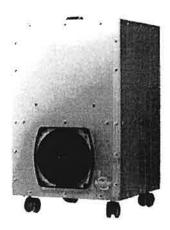
ActivePure® Air Purifier Systems



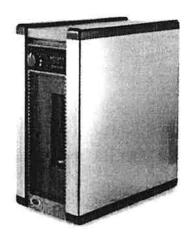
The ActivePure® Technology featured in our portable, HVAC Inline, and ceiling mount air purifiers significantly diminish viruses, bacteria, odors, ACTIVE PUTE

Ceiling mount air pumiers significantly diffinition viruses, outcome, occurs and volatile organic compounds (VOCs) in the air and surfaces. Our ActivePure® products can be customized and fully scalable for any space, size, installation style, or industry.

ActivePure® Portable Air Purifiers



HYDROXYI. BLASTER



BEYOND GUARDIAN AIR



PURE & CLEAN

ActivePure® Mounted Air Purifiers And HVAC Air Purifiers

Induct Guardian

ActivePure* Technology For HVAC Inline Installation



Aerus Pure Cloud

ActivePure* Technology Ceiling Mount Air Purifier



Transit Guardian

ActivePure* Technology For Public Transportation





The ActivePure Induct Guardian line of products feature ActivePure Technology proven to reduce viruses, bacteria, and other pathogens (full list of tested pathogens available below in "The Proof").

THE TECHNOLOGY

The ActivePure Induct Guardian line of products attach directly to the HVAC system ductwork to reduce viruses, bacteria, and other contaminants in the ambient air and on surfaces in businesses and medical spaces up to 8,000 sq. ft. (list of tested pathogens can be found in "The Proof" section below).

ActivePure does not replace the need to follow public health guidelines and should be used as complementary technology.

THE PROOF

In extensive unaffiliated lab testing, ActivePure® Technology has been proven to significantly reduce the following contaminants and pathogens:

- · SARS-CoV-2 RNA Virus
- · H1N1 Influenza
- · H5N8 Influenza
- · Murine Norovirus
- · PhiX-174
- · MS2 Bacteriophage
- MRSA
- E. coli
- · Salmonella enterica
- Legionella pneumophila
- · Clostridium difficile
- · Bacillus globigii
- · Erwinia herbicola

- Listeria monocytogenes
- · Candida auris
- · Botrytis cinerea
- Sclerotinia sclerotiorum
- · Aspergillus versicolor
- Aspergillus niger endospores
- Methicillin-resistant Staphylococcus epidermis
- Staphylococcus epidermidis

THE BENEFITS

The ActivePure Induct Guardian line of products provide surface decontamination and air purification. It is a proactive and effective solution for your business.

- Uses the latest version of ActivePure Technology
- Provides 24/7 surface decontamination and air purification
- Reduces allergens and other common contaminants
- Protects your heating and cooling system from potentially damaging buildup

With ActivePure, you can invite people in with confidence.

View test results at www.activepure.com/scientific-proof

RESOLUTION 25-303

The Board of County Commissioners of Pittsburg County met in regular session on Monday, June 2, 2025.

WHEREAS, Highway District 1 issued the following purchase orders:

6731, issued on February 3, 2025 to Rush Truck Center in the amount of \$10,000.00 for blanket repairs to unit D1-302.014

9846, issued on May 5, 2025 to Rush Truck Center in the amount of \$40,000.00 for blanket repairs to unit D1-303.017

WHEREAS, the above-mentioned purchase orders were written for the wrong amounts, are no longer needed and should be canceled.

NOW THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Pittsburg County do hereby cancel purchase orders 6731 and 9846 in the amounts of \$10,000.00 and \$40,000.00 respectively as they were written for the wrong amounts and are no longer needed.

BOARD OF COUNTY COMMISSIONERS PITTSBURG COUNTY, OKLAHOMA

CHAIRMAN_(

VICE-CHAIRMAN

MEMBER

COUNTY CLERK

RESOLUTION 25-304

The Board of County Commissioners of Pittsburg County met in regular session on Monday, June 02, 2025.

WHEREAS, Pittsburg County Commissioners Office wishes to have the following item transferred to Pittsburg County District 2:

ITEM#	DESCRIPTION	SERIAL/VIN#	
D-104.06	Black 4-Drawer W/Lock File Cabinet	N/A	

WHEREAS, the above-mentioned item is to be transferred to the Pittsburg County District $2\,$ and added to its inventory.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Pittsburg County do hereby approve the transfer of the above-mentioned items.

BOARD OF COUNTY COMMISSIONERS PITTSBURG COUNTY, OKLAHOMA

ATTEST:

OUNTY 7000

CHAIRMAN_____

VICE-CHAIRMAN_

MEMBER

COUNTY CLERK

RESOLUTION 25-305

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, June 2, 2025.

WHEREAS, Pittsburg County District 3 has been issued payment from the State of Oklahoma in the amount of \$97,831.24 for the federal share of FEMA Project Worksheet # 200 and \$5,371.67 for federal share of FEMA Project Worksheet# 326. These payments were made by electronic transfer and should be deposited into the following account.

FUND	ACCOUNT	AMOUNT	
Highway Sales Tax	1313-6-8043-2005	\$103,202.91	

WHEREAS, Pittsburg County District 3 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 \$103,202.91 from the State of Oklahoma for the federal share of FEMA Project Worksheets 200 & 326.

> BOARD OF COUNTY COMMISSIONERS PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN /

VICE-CHAIRMAN.

Pittsburg County, Oklahoma

Lease Purchase Agreement

This agreement is made this day of <u>June 02, 2025</u>, by and between the Board of County Commissioners of <u>Pittsburg</u> County, Oklahoma, designated as the Lessee and <u>YellowHouse Machinery</u>, designated throughout this agreement as the Lessor.

I. Equipment

Subject to the terms and conditions as set forth in this agreement, the Lessor leases to the Lessee the following described Equipment, all of which shall be designated throughout this instrument as the "Equipment":

MAKE MODEL DESCRIPTION QUANTITY UNIT PRICE LEASE PURCHASE PRICE

2024 JOHN DEERE 320P Backhoe s/r: 1T0320PATRFX08597 1 \$149,519.35 \$150,014.35

II. Payment of Lease Purchase Installments

In consideration of the agreement by the Lessor to lease purchase the Equipment, the Lessee promises to pay the Lessor, for the equipment, the sum of <u>\$2,390.00</u> per month, (see enclosed payment schedule) during the term of this agreement or any renewal of the agreement.

III. Lease Term

This lease shall commence on the date the Equipment is accepted by the Lessee and shall automatically terminate, unless renewed in accordance with the terms set forth below, at the end of the fiscal year of the State of Oklahoma during which the lease is commenced.

IV. Option to Renew

The Lessee is hereby granted 4 successive options to renew this lease for additional terms not to exceed one fiscal year, plus one final option to renew this lease for a period of 0 months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of the lease or any renewal then in effect.

V. Title to Equipment

The Equipment is and shall at all times during the term of this lease and any renewal term remain the sole property of the Lessor and the Lessee shall have or acquire no right, or title to the Equipment until the final payment is made.

VI. Option to Purchase

In the event the lessee shall have exercised all of its options for renewal of this lease as provided in paragraph IV, above, upon tender of the last lease payment due under the last renewal term, the Lessee shall acquire title to and ownership of the Equipment. In the alternative, the Lessee, at its sole and exclusive option, may purchase the Equipment at any time during the term of this lease or during any renewal term as provided by paragraph IV, above, giving written notice to the Lessor or Lessee's intent to purchase accompanied by a single, final payment of the amount equal to the remaining unpaid principal and interest balance due under the terms of this agreement. (If purchase price is to be reduced by a percentage of the lease payments made prior to the exercise of the purchase option, describe fully, the manner in which such reduction shall be computed. Attach a written schedule of purchase option prices which shall be incorporated in the terms of this agreement by reference). In the event the Lessee shall exercise any option to purchase the Equipment, the Lessor assigns to the Lessee all rights and claims which the Lessor may have or acquire arising under antitrust laws of the United States or of any State regarding the Equipment purchased under the terms of his agreement.

VII. Delivery and Return of Equipment

The Lessor shall bear all costs of shipping and delivering the Equipment to the lessee. Installation costs, if any, shall be borne by the Lessor. The Equipment shall be delivered to or installed at the location designated by the Lessee.

VIII. Repairs and Maintenance

The Lessee shall maintain the Equipment in good working order and shall make all necessary routine adjustments and repairs, as a result of fair wear and tear, all at the expense of the Lessee. The Lessor and the Lessee may provide for the maintenance and repair of the Equipment by separate written agreement, and, in the event they make such agreement, its terms shall supersede and replace the provisions of this paragraph of this lease.

IX. Taxes

The Lessor shall forthwith pay all taxes which may be imposed upon it with the respect to the Equipment.

X. Insurance

The Lessee shall obtain and maintained fire and extended coverage casualty insurance covering the Equipment from time to time the Equipment is delivered until this lease is terminated. This insurance shall be in a form acceptable to the Lessor and shall insure the full value of the Equipment against the risk of loss or damage. The Lessee shall provide the Lessor with written notice at least ten days prior to any change in the insurance required under the terms of this paragraph.

XI. Patents

In the event any suit is instituted against the Lessee which is based upon any claim that any of the Equipment is implicated in an infringement of any provision of the United States Patent Law, the Lessor shall, at its own expense, defend such suit against the Lessee; provided, Lessee provides the Lessor with prompt notice of the institution of such suit and permits the Lessor to fully participate in the defense. The Lessee shall also retain the right to participate in such defense and shall, in any event, provide the Lessor with all available information, assistance and authority to enable the Lessor to conduct the defense. No compromise or settlement of such suit resulting in a judgement against the Lessee shall obligate or bind the Lessor unless the Lessor shall have accepted such compromise or settlement, the Lessor shall have the right to enter into negotiations for and effect a compromise or settlement of such patent action, but no such compromise or settlement shall be binding upon Lessee unless approved by Lessee. Subject only to the terms of this paragraph, the Lessor shall hold the Lessee harmless from any liability arising from any patent suit such as is described above. In the event any of the Equipment shall be held, in any suit, to constitute an infringement of patent law, and its use shall be enjoined, then the Lessor shall, at its sole option and the Lessor's expense:

- 1. Obtain for the Lessee the right to continue to use the Equipment;
- 2. Replace or modify the Equipment in a manner acceptable to the Lessee so that the Equipment no longer infringes any provision of patent law.

XII. Funding

Notwithstanding any other provision of this agreement, the parties acknowledge and agree that funds to be paid by the Lessee under the terms of this lease will be available only as appropriated on a fiscal year-to-fiscal year basis by properly constituted legal authority. In the event that the Lessee determines that sufficient funds have not be appropriated to make the payments required under the terms of the agreement, the obligations of the Lessee under this agreement shall terminate. In such event, the Lessee shall give prompt written notice of termination to the Lessor.

XIII. Assignment

The Lessor may, with the prior written approval of the Lessee, assign its right to receive payment of lease due under the terms of this agreement. However, any such assignment shall not relieve the Lessor of its responsibilities to perform the duties and obligations imposed upon it by this agreement.

XIV. Road Machinery and Equipment

If the terms of this agreement are in regard to the road machinery or equipment, the Lessee assumes all risk and liability for and shall hold the Lessor harmless from all damages to property and injuries and death to persons arising out of the use, possession, or transportation of said road machinery or equipment.

XV. Entire Agreement of the Parties and Severability

Except as otherwise provided in the above terms and conditions, this lease, together with applicable purchase orders and the invitation to bid, constitute the entire agreement of the parties. This agreement may not be modified or terminated except as provided in the above terms and conditions or by written agreement of the Lessor and the Lessee. If any provision of this agreement shall be determined to be invalid, it shall be considered as deleted from this agreement and no remaining provision of the agreement shall be deemed invalid.

XVI. Choice of Law

This lease shall be governed in all respects by the laws of the State of Oklahoma. In the event any litigation shall occur concerning the terms and conditions of this lease or the rights and duties of the parties, the parties agree that any such suit shall be maintained in the District Court in and for the <u>Pittsburg</u> County, State of Oklahoma.

Approved by the Board of County Commissioners at **Pittsburg** County, Oklahoma

Charlie Rogers, District #1

Mike Haynes, District #2

Pon Mike Haynes, District #2

Ross Selman, District #3

OPINION OF COUNSEL

With respect to that certain Lease Purchase Agreement ("Lease") dated <u>June 2, 2025</u> by and between Lessor and Lessee. I am of the opinion that:

(i) Lessee is a tax exempt entity under section 103 of the Internal Revenue Code of 1986, as amended; (ii) the execution, delivery and performance by Lessee of the Lease have been duly authorized by all necessary action on the part of Lessee; (iii) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms and all statements contained in the Lease and all related instruments are true; (iv) there are no suits, proceedings or investigations pending or, to my knowledge, threatened against or affecting Lessee, at law or in equity, or before or by any governmental or administrative agency or instrumentality which, if adversely determined, would have a material adverse effect on the transaction contemplated in the Lease or the ability of Lessee to perform its obligations under the Lease and Lessee is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any lease agreement which either individually or in the aggregate would have the same such effect, and (v) all required public bidding procedures regarding the award of the Lease have been followed by Lessee and no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of the Lease.

Counse	l for Lesse	e: <i>Stud</i> Printed	K Sultin	an
		Tillited	Name	
By: 差				
-	3 2 2			
Title: 🚄	huck	Sullivan	<u> </u>	
Date: _	6/2/2	5		

SCHEDULE OF RENTAL PAYMENTS

This Schedule is executed by <u>YellowHouse Machinery</u> ("Lessor") and <u>Pittsburg County</u> ("Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Lease Purchase Agreement For Equipment dated as of <u>June 2, 2025</u> ("Lease"), between Lessor and Lessee.

EQUIPMENT LOCATION: Pittsburg County

PAYMENT SCHEDULE: See Attached Amortization Schedule

RATE: 4.90%

See Attached Amortization Schedule

Lessee is obligated to only pay such rental payments under this agreement as may lawfully be made from funds budgeted and appropriated for the purpose during Lessees then current budget year. Should Lessee fail to budget, appropriate, or otherwise make available funds to pay rental payments following the then current original term or renewal term, this agreement shall be deemed terminated at the end of the then current original term or renewal term. Final payment may vary due to the actual date payments were received.

LESSEE: Pittsburg County

Ross Selman, County Commissioner

CERTIFICATE WITH RESPECT TO AUALIFIED TAX-EXEMPT OBLIGATION

- This certificate with respect to qualified tax-exempt obligations (the "Certificate") is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3)(B) of the Tax Reform Act of 1986.
- 2. Lessee is a political subdivision of the State of Oklahoma, and the Lease is being issued by Lessee in calendar year 2024-2025.
- 3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
- 4. The Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
- 5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year **2024-2025** as qualified tax-exempt obligations. Lessee reasonably anticipates t the total amount of qualified tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.00.
- 6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the calendar year **2024-2025** will not exceed \$10,000,000.00.
- 7. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this June 2, 2025.

Lessee: Pittsburg County

Ross Selman, County Commissioner

Attest: Appliannell

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting County Commissioner for the **Pittsburg** County, Oklahoma, ("Lessee") with respect to the Lease Purchase Agreement dated **June 2**, **2025** (the "Lease"), by and between **YellowHouse Machinery**, ("Lessor") and Lessee, and that:

- 1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with the Specifications (as that term is defined in the Lease) and has been irrevocably accepted by Lessee.
- 2. The rental payments provided for in the Lease (the Rental Payments") shall commence and be due and payable on <u>July 2, 2025</u>, and the 2^{nd} of each month thereafter in accordance with the Lease.
- 3. Lessee has appropriated and/or taken all other lawful actions necessary to provide monies sufficient to pay all Rental Payments required to be paid under the Lease during the fiscal year of Lessee for which monies have been appropriated and such monies will be applied in payment of all Rental Payments due and payable during each current fiscal year.
- 4. Lessee is exempt from all personal property taxes and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
- 5. Equipment Description: 2024 John Deere 320P Backhoe s/r: 1T0320PATRFX08597

DATED: June 2, 2025

Ross Selman, County Commissioner

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into this <u>June 2, 2025</u>, by and between <u>YellowHouse Machinery</u> (herein "Assignor") and <u>Local Bank</u> (herein "Assignee").

IN CONSIDERATION of the mutual agreements and understandings herein contained, in consideration of One Dollar (\$1.00) and other good valuable consideration, the parties hereto agree as follow:

- 1. Assignor hereby assigns to Assignee its entire right, title and interest in and to that certain Lease Purchase Agreement dated <u>June 2, 2025</u> and entered into by and between Assignor and the Board of County Commissioners of <u>Pittsburg County</u> (herein "Lease"), together with Assignor's right to receive all rent and other monies thereunder, and all of Assignor's right title and interest in and to any guaranties or other rights and interest granted to Assignor to secure the payment due under the terms of the Lease.
- 2. Assignor represents, warrants, and covenants to Assignee as follow:
 - a. The Lease has been duly and validly executed by all parties thereto.
 - No act of default in the Lease has occurred to date since the execution of this Assignment.
- 3. The rights and privileges of Assignee under this agreement shall inure to the benefits of its successors and assigns. All covenants, representations, warranties, and agreements of Assignor contained in this agreement shall bind Assignor's successors and assigns.
- 4. If any provision of this Agreement shall for any reasons be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid or unenforceable provision had never been contained herein.
- 5. It is the intention of the parties that this Agreement be governed by the laws of the state of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

ASSIGNOR: YellowHouse Machinery	ASSIGNEE: Local Bank
BY:	BY:

Rate: Interest: \$20,696.59 Credit Life: 4.9% Payment: \$2,390.00 Term: \$0.00 A/H: 48 APR: \$0.00 4.903747%

Original Balance: \$150,014.35

\$114,991.57	\$2,390.00	\$1,903.52	\$486.48	\$0.00	19	01/02/2027
	\$28,680.00	\$22,355.17	\$6,324.83	\$0.00		Year 2026
\$116,895.09	\$2,390.00	\$1,911.52	\$478.48	\$0.00	18	12/02/2026
\$118,806.61	\$2,390.00	\$1,887.71	\$502,29	\$0.00	17	11/02/2026
\$120,694.32	\$2,390.00	\$1,896.28	\$493.72	\$0.00	16	10/02/2026
\$122,590.60	\$2,390.00	\$1,872.03	\$517.97	\$0.00	15	09/02/2026
\$124,462.63	\$2,390.00	\$1,864.27	\$525.73	\$0.00	14	08/02/2026
\$126,326.90	\$2,390.00	\$1,873.69	\$516.31	\$0.00	13	07/02/2026
\$128,200.59	\$2,390.00	\$1,848.78	\$541.22	\$0.00	12	06/02/2026
\$130,049.37	\$2,390.00	\$1,858.75	\$531.25	\$0.00	11	05/02/2026
\$131,908.12	\$2,390.00	\$1,833.42	\$556.58	\$0.00	10	04/02/2026
\$133,741.54	\$2,390.00	\$1,880.21	\$509.79	\$0.00	9	03/02/2026
\$135,621.75	\$2,390.00	\$1,818.02	\$571.98	\$0.00	8	02/02/2026
\$137,439.77	\$2,390.00	\$1,810.49	\$579.51	\$0.00	7	01/02/2026
	\$14,340.00	\$10,764.09	\$3,575.91	\$0.00	1	Year 2025
\$139,250.26	\$2,390.00	\$1,821.85	\$568.15	\$0.00	0	12/02/2025
\$141,072.11	\$2,390.00	\$1,795.44	\$594.56	\$0.00	51	11/02/2025
\$142,867.55	\$2,390.00	\$1,807.34	\$582,66	\$0.00	4	10/02/2025
\$144,674.89	\$2,390.00	\$1,780.50	\$609.50	\$0.00	3	09/02/2025
\$146,455.39	\$2,390.00	\$1,773.13	\$616.87	\$0.00	2	08/02/2025
\$148,228.52	\$2,390.00	\$1,785.83	\$604.17	\$0.00	_	07/02/2025
Balance	Payment	Principal	Interest	MOB	Number	Date
			Amortization Schedule	Amortiz		
# 100,0 17.00	Original palatics.					

	\$2,103.76 \$2,112.52 \$2 147 31
\$277.48 \$242.69	\$2
\$286,24	
\$4,040.45	\$24,639.55
\$285.48	\$2,104.52
\$303.68	\$2,086.32
\$302.29	\$2,087.71
\$320.98	\$2,069.02
\$329.55	\$2,060.45
\$327.23	\$2,062.77
\$346.64	\$2,043.36
\$343.70	\$2,046.30
\$363.59	\$2,026.41
\$348.08	\$2,041.92
\$380.45	\$2,009.55
\$388.78	\$2,001.22
\$5,204.49	\$23,475.51
\$384.32	\$2,005.68
\$405.39	\$1,984.61
\$400.32	\$1,989.68
\$421.86	\$1,968.14
\$430.01	\$1,959.99
\$424.06	\$1,965.94
\$446.28	\$1,943.72
\$439.74	\$1,950.26
\$462.42	\$1,927.58
\$425.06	\$1,964.94
	\$1,911.45
\$478.55	

710.94	\$170,7	\$150,014.35	\$20,696.59	\$0.00	\$0.00	Grand Total
330.9	\$70,330.94	\$68,780.03	\$1,550.91	\$0.00		Year 2029
380.9	\$58,3	\$58,138.99	\$241.95	\$0.00	48	06/02/2029
\$2,390.0	\$2,3	\$2,147.20	\$242.80	\$0.00	47	05/02/2029
Paymen	Pa	Principal	Interest	ω	Number MOB	Date

June 2, 2025

Pittsburg County
Po Box 3304
McAlester, OK 74502

Re: Lease Purchase Agreement For Equipment dated <u>June 2, 2025</u>, between <u>YellowHouse Machinery</u>, Lessor, and <u>Pittsburg County</u>, Lessee.

Dear Board of County Commissioners:

Please be advised that <u>YellowHouse Machinery</u> has assigned and transferred to <u>Local Bank</u>, all of its right, title and interest in and to the above-described Lease Purchase Agreement For Equipment, including title to the property leased thereunder and the right to receive lease payments. A copy of the assignment is enclosed for your file. Please note the fact of this assignment in your records (as required by Section 149(a) of the Internal Revenue Code of 1986) and make all further payments to:

Local Bank PO Box 660 Tahlequah, OK 74465

Please acknowledge your receipt of this notice by returning a copy, signed by a duly authorized officer in the space provided below.

Sincerely,

Local Bank

By: Daniel Miller

ACKNOWLEDGED:

BY: Son Selman, County Commissioner

(Rev. October 2018) Department of the Treasury

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

interna	Name (as shown on your income tax return). Name is required on this line; do no	t leave this line blank.			
	H	188			
l,	Business name/disregarded entity name, if different from above			AUI	
	2 Business namerous egarded entity frame, it different from 2007				
age 3.	Check appropriate box for federal tax classification of the person whose name is following seven boxes.	s entered on line 1. Checl	k only one of the	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
e. ns on p	Individual/sole proprietor or C Corporation S Corporation single-member LLC	Partnership	Trust/estate	Exempt payee code (if any)	
Print or type. Specific Instructions on page	Limited liability company. Enter the tax classification (C=C corporation, S=S or Note: Check the appropriate box in the line above for the tax classification of LLC if the LLC is classified as a single-member LLC that is disregarded from another LLC that is not disregarded from the owner for U.S. federal tax purpois disregarded from the owner should check the appropriate box for the tax of the lax of the	f the single-member own the owner unless the ow oses. Otherwise, a single	er. Do not check mer of the LLC is member LLC that	l code (if any)	
bec	Other (see instructions) ► 5 Address (number, street, and apt. or suite no.) See instructions.	T F	Requester's name	and address (optional)	
Š	A STATE OF THE PROPERTY OF THE	Ι'	CONTRACTOR OF		
See	385 E Main				
	6 City, state, and ZIP code				
	Hulbert, OK 74441 7 List account number(s) here (optional)				
	/ List account number(s) here (optional)				
De	Taxpayer Identification Number (TIN)	W			
Par	your TIN in the appropriate box. The TIN provided must match the name	given on line 1 to avoi	id Social s	ecurity number	
hacki	in withholding. For individuals, this is generally your social security number	er (SSN). However, tol	ra 🗍		
rocida	ent alien, sole proprietor, or disregarded entity, see the instructions for Pa	rt I, later. For other	1 1 1		
	ent it is your employer identification number (EIN). If you do not have a nur	mber, see now to get	or		
TIN, I	ater. : If the account is in more than one name, see the instructions for line 1. A	uso see What Name a		er identification number	
Note	ber To Give the Requester for guidelines on whose number to enter.	200 000 111.01 110.110 0.	1 1		
	or to and the question of		7 3	- 0 2 4 2 1 6 0	
Day	t II Certification				
	er penalties of perjury, I certify that:			110.11	
4 Th	a number shown on this form is my correct taxpayer identification number	r (or I am waiting for a	number to be	issued to me); and	
2. I a	m not subject to backup withholding because: (a) I am exempt from back- rvice (IRS) that I am subject to backup withholding as a result of a failure longer subject to backup withholding; and	up withholding or (b)	I have not been	notified by the internal nevertue	
3. I am a U.S. citizen or other U.S. person (defined below); and					
4. Th	e FATCA code(s) entered on this form (if any) indicating that I am exempt	from FATCA reporting	g is correct.		
you h	fication instructions. You must cross out item 2 above if you have been not have failed to report all interest and dividends on your tax return. For real estal isition or abandonment of secured property, cancellation of debt, contribution than interest and dividends, you are not required to sign the certification, but	te transactions, item 2	ement arrangem	ent (IRA), and generally, payments	
Sign	1 // 1 1 4 1 4 1 4 1 4 1		Date >	24/2024	
-	eneral Instructions	• Form 1099-DIV (div	vidends, includi	ng those from stocks or mutual	
	ion references are to the Internal Revenue Code unless otherwise	•	various types o	f income, prizes, awards, or gross	
relat	ire developments. For the latest information about developments ed to Form W-9 and its instructions, such as legislation enacted they were published, go to www.irs.gov/FormW9.	transactions by brok	ers)	d sales and certain other	
		 Form 1099-S (prod 			
Pu	rpose of Form			third party network transactions)	
Infor	ndividual or entity (Form W-9 requester) who is required to file an mation return with the IRS must obtain your correct taxpayer	1098-T (tuition)		est), 1098-E (student loan interest),	
iden	tification number (TIN) which may be your social security number N), individual taxpayer identification number (ITIN), adoption	• Form 1099-C (can			
taxp	ayer identification number (ATIN), or employer identification number			donment of secured property)	

amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

(EIN), to report on an information return the amount paid to you, or other

• Form 1099-INT (interest earned or paid)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Form 8038-GC

(Rev. October 2021)
Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Go to www.irs.gov/Form8038GC for instructions and the latest information.

OMB No. 1545-0047

Part	F	Reporting Authority			ended Return ▶ 📋	
	er's nam	9		Issuer's employer identification number (EIN)		
Board	of Cour	3-6006407				
3 Nun	nber and	street (or P.O. box if mail isn't delivered to street	et address)		Room/suite	
PO Bo	x 3304			T- B	(Far IDC Han Only)	
4 City	, town, o	5 Report number (For IRS Use Only)			
McAles	ster, Ok	lahoma 74502			er of officer or legal representative	
6 Nam	ne and title	of officer or other employee of issuer or designate	d contact person whom the IRS may call for more information	n 7 Telephone numbe	r of officer or legal representative	
Jennife	er Hack	ler			8-423-6895	
Part		Description of Obligations Ch	CON CITE DOI:	nsolidated return		
8a	Issue	price of obligation(s) (see instructions	3)		8a 149,519.35	
b	Issue	date (single issue) or calendar dat	e (consolidated). Enter date in MM/DD/Y	YYY format (for		
	examp	ole, 01/01/2009) (see instructions) ▶				
9	Amou	nt of the reported obligation(s) on line	e 8a that is:			
а					9a	
b	For lea	ases for office equipment			9b	
С					9c	
d					9d 149,519.35	
е		ank loans for vehicles			9e	
f					9f	
g					9g	
h					9h	
i					9i	
i	Repre	senting a loan from the proceeds of	another tax-exempt obligation (for example	, bond bank) .	9j	
k	-				9k	
10	If the i	ssuer has designated any issue unde	er section 265(b)(3)(B)(i)(III) (small issuer exc	eption), check this	box ▶ 🗆	
11	If the i	ssuer has elected to pay a penalty in	lieu of arbitrage rebate, check this box (se	e instructions) 🔒	, , , , , , • 🗆	
12		or's or bank's name: Local Bank	•			
13	Vendo	or's or bank's employer identification	number: 7	3-0242160		
		Under penalties of perjury, I declare that I ha	number: ave examined this return and accompanying schedules at further declare that I consent to the IRS's disclosure authorized above.	and statements, and to	the best of my knowledge and	
Sign	ature	belief, they are true, correct, and complete process this return, to the person(s) that I ha	eve authorized above.	re of the issuer a retuin	The state of the s	
and					21311 10 5	
	sent	lan-/loke	ndla -	Ross Seln	noun Commissione	
COIL	3 6 111	Signature of issuer's authorized represen	ntative Date	Type or print name	and title	
D = 5 - 1		Print/Type preparer's name	Preparer's signature Date	Check	if PTIN	
Paid				self-em	ployed	
Prep		Firm's name ▶	di d	Firm's EIN ▶		
Use	Only	Firm's address ▶		Phone no.		

Future Developments

For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of taxexempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15 of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time isn't due to willful neglect. Write at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form wasn't submitted to the IRS on time. Also, indicate whether the obligation in question is under examination by the IRS. Don't submit copies of any bond documents, leases, or installment sale documents. See Where To File next.

Where To File

File Form 8038-GC and any attachments at the following address.

Department of the Treasury Internal Revenue Service Center Ogden, UT 84201

Private delivery services (PDS). You can use certain PDS designated by the IRS to meet the "timely mailing as timely filling/paying" rule for tax returns and payments. These PDS include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The PDS can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar. For example, \$1.49 becomes \$1 and \$2.50 becomes \$3. If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Obligations. This refers to a single taxexempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that isn't a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "drawdown loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a drawdown loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond isn't tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of taxexempt bonds that meets both of the following conditions:

- 1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
- 2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that aren't private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the Amended Return box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that doesn't have an employer identification number (EIN) should apply for one online by visiting the IRS website at www.irs.gov/EIN. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office doesn't deliver

mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note: The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Don't make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2020 for a single issue issued on March 15, 2020), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2020, enter 01/01/2020).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also, complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Don't complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment

purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that doesn't represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Don't make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also, write the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note: If the issuer authorizes on line 6 the IRS to communicate with a person other than an officer or other employee of the issuer (such authorization shall include contact both in writing regardless of the address entered on lines 3 and 4, and by telephone), by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization shouldn't sign the return. Certain others who prepare the return shouldn't sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., shouldn't sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- · Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through www.irs.gov/FormComments. Or you can write to:

Internal Revenue Service Tax Forms and Publications 1111 Constitution Ave. NW, IR-6526 Washington, DC 20224

Do not send Form 8038-GC to this address. Instead, see Where To File, earlier.

Pittsburg County, Oklahoma

Lease Purchase Agreement

This agreement is made this day of <u>June 2, 2025</u>, by and between the Board of County Commissioners of <u>Pittsburg</u> County, Oklahoma, designated as the Lessee and <u>YellowHouse Machinery</u>, designated throughout this agreement as the Lessor.

I. Equipment

Subject to the terms and conditions as set forth in this agreement, the Lessor leases to the Lessee the following described Equipment, all of which shall be designated throughout this instrument as the "Equipment":

MAKE	MODEL	DESCRIPTION	QUANTITY	UNIT PRICE	LEASE PURCHASE PRICE
2025 JOHN DE	EER 75P Excavato	r S/R: 1FF075PATSJ000840	1	\$142,832.39	\$143,327.39

II. Payment of Lease Purchase Installments

In consideration of the agreement by the Lessor to lease purchase the Equipment, the Lessee promises to pay the Lessor, for the equipment, the sum of <u>\$2,490.00</u> per month, (see enclosed payment schedule) during the term of this agreement or any renewal of the agreement.

III. Lease Term

This lease shall commence on the date the Equipment is accepted by the Lessee and shall automatically terminate, unless renewed in accordance with the terms set forth below, at the end of the fiscal year of the State of Oklahoma during which the lease is commenced.

IV. Option to Renew

The Lessee is hereby granted $\underline{4}$ successive options to renew this lease for additional terms not to exceed one fiscal year, plus one final option to renew this lease for a period of $\underline{0}$ months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of the lease or any renewal then in effect.

V. Title to Equipment

The Equipment is and shall at all times during the term of this lease and any renewal term remain the sole property of the Lessor and the Lessee shall have or acquire no right, or title to the Equipment until the final payment is made.

VI. Option to Purchase

In the event the lessee shall have exercised all of its options for renewal of this lease as provided in paragraph IV, above, upon tender of the last lease payment due under the last renewal term, the Lessee shall acquire title to and ownership of the Equipment. In the alternative, the Lessee, at its sole and exclusive option, may purchase the Equipment at any time during the term of this lease or during any renewal term as provided by paragraph IV, above, giving written notice to the Lessor or Lessee's intent to purchase accompanied by a single, final payment of the amount equal to the remaining unpaid principal and interest balance due under the terms of this agreement. (If purchase price is to be reduced by a percentage of the lease payments made prior to the exercise of the purchase option, describe fully, the manner in which such reduction shall be computed. Attach a written schedule of purchase option prices which shall be incorporated in the terms of this agreement by reference). In the event the Lessee shall exercise any option to purchase the Equipment, the Lessor assigns to the Lessee all rights and claims which the Lessor may have or acquire arising under antitrust laws of the United States or of any State regarding the Equipment purchased under the terms of his agreement.

VII. Delivery and Return of Equipment

The Lessor shall bear all costs of shipping and delivering the Equipment to the lessee. Installation costs, if any, shall be borne by the Lessor. The Equipment shall be delivered to or installed at the location designated by the Lessee.

VIII. Repairs and Maintenance

The Lessee shall maintain the Equipment in good working order and shall make all necessary routine adjustments and repairs, as a result of fair wear and tear, all at the expense of the Lessee. The Lessor and the Lessee may provide for the maintenance and repair of the Equipment by separate written agreement, and, in the event they make such agreement, its terms shall supersede and replace the provisions of this paragraph of this lease.

IX. Taxes

The Lessor shall forthwith pay all taxes which may be imposed upon it with the respect to the Equipment.

X. Insurance

The Lessee shall obtain and maintained fire and extended coverage casualty insurance covering the Equipment from time to time the Equipment is delivered until this lease is terminated. This insurance shall be in a form acceptable to the Lessor and shall insure the full value of the Equipment against the risk of loss or damage. The Lessee shall provide the Lessor with written notice at least ten days prior to any change in the insurance required under the terms of this paragraph.

XI. Patents

In the event any suit is instituted against the Lessee which is based upon any claim that any of the Equipment is implicated in an infringement of any provision of the United States Patent Law, the Lessor shall, at its own expense, defend such suit against the Lessee; provided, Lessee provides the Lessor with prompt notice of the institution of such suit and permits the Lessor to fully participate in the defense. The Lessee shall also retain the right to participate in such defense and shall, in any event, provide the Lessor with all available information, assistance and authority to enable the Lessor to conduct the defense. No compromise or settlement of such suit resulting in a judgement against the Lessee shall obligate or bind the Lessor unless the Lessor shall have accepted such compromise or settlement, the Lessor shall have the right to enter into negotiations for and effect a compromise or settlement of such patent action, but no such compromise or settlement shall be binding upon Lessee unless approved by Lessee. Subject only to the terms of this paragraph, the Lessor shall hold the Lessee harmless from any liability arising from any patent suit such as is described above. In the event any of the Equipment shall be held, in any suit, to constitute an infringement of patent law, and its use shall be enjoined, then the Lessor shall, at its sole option and the Lessor's expense:

- 1. Obtain for the Lessee the right to continue to use the Equipment;
- 2. Replace or modify the Equipment in a manner acceptable to the Lessee so that the Equipment no longer infringes any provision of patent law.

XII. Funding

Notwithstanding any other provision of this agreement, the parties acknowledge and agree that funds to be paid by the Lessee under the terms of this lease will be available only as appropriated on a fiscal year-to-fiscal year basis by properly constituted legal authority. In the event that the Lessee determines that sufficient funds have not be appropriated to make the payments required under the terms of the agreement, the obligations of the Lessee under this agreement shall terminate. In such event, the Lessee shall give prompt written notice of termination to the Lessor.

XIII. Assignment

The Lessor may, with the prior written approval of the Lessee, assign its right to receive payment of lease due under the terms of this agreement. However, any such assignment shall not relieve the Lessor of its responsibilities to perform the duties and obligations imposed upon it by this agreement.

XIV. Road Machinery and Equipment

If the terms of this agreement are in regard to the road machinery or equipment, the Lessee assumes all risk and liability for and shall hold the Lessor harmless from all damages to property and injuries and death to persons arising out of the use, possession, or transportation of said road machinery or equipment.

XV. Entire Agreement of the Parties and Severability

Except as otherwise provided in the above terms and conditions, this lease, together with applicable purchase orders and the invitation to bid, constitute the entire agreement of the parties. This agreement may not be modified or terminated except as provided in the above terms and conditions or by written agreement of the Lessor and the Lessee. If any provision of this agreement shall be determined to be invalid, it shall be considered as deleted from this agreement and no remaining provision of the agreement shall be deemed invalid.

XVI. Choice of Law

Approved by the Board of County Commissioners at

This lease shall be governed in all respects by the laws of the State of Oklahoma. In the event any litigation shall occur concerning the terms and conditions of this lease or the rights and duties of the parties, the parties agree that any such suit shall be maintained in the District Court in and for the <u>Pittsburg</u> County, State of Oklahoma.

Pittsburg County, Oklahoma

FOR THE LESSOR: YellowHouse Machinery

Charlie Rogers, District #1

Mike Haynes, District #2

Attest.

Ross Selman, District #3

SCHEDULE OF RENTAL PAYMENTS

This Schedule is executed by <u>YellowHouse Machinery</u> ("Lessor") and <u>Pittsburg County</u> ("Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Lease Purchase Agreement For Equipment dated as of <u>June 2, 2025</u> ("Lease"), between Lessor and Lessee.

EQUIPMENT LOCATION: Pittsburg County

PAYMENT SCHEDULE: See Attached Amortization Schedule

RATE: 4.90%

See Attached Amortization Schedule

Lessee is obligated to only pay such rental payments under this agreement as may lawfully be made from funds budgeted and appropriated for the purpose during Lessees then current budget year. Should Lessee fail to budget, appropriate, or otherwise make available funds to pay rental payments following the then current original term or renewal term, this agreement shall be deemed terminated at the end of the then current original term or renewal term. Final payment may vary due to the actual date payments were received.

LESSEE: Pittsburg County

By: / / M. / M. Ross Selman, County Commissioner

CERTIFICATE WITH RESPECT TO AUALIFIED TAX-EXEMPT OBLIGATION

- This certificate with respect to qualified tax-exempt obligations (the "Certificate") is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3)(B) of the Tax Reform Act of 1986.
- 2. Lessee is a political subdivision of the State of Oklahoma, and the Lease is being issued by Lessee in calendar year **2024-2025**.
- 3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
- 4. The Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
- 5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year **2024-2025** as qualified tax-exempt obligations. Lessee reasonably anticipates t the total amount of qualified tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.00.
- 6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the calendar year <u>2024-2025</u> will not exceed \$10,000,000.00.
- 7. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this June 2, 2025.

Lessee: Pittsburg County

Ross Selman, County Commissioner

Attest: Appl Dannell

June 2, 2025

Pittsburg County
Po Box 3304
McAlester, OK 74502

Re: Lease Purchase Agreement For Equipment dated <u>June 2, 2025</u>, between <u>YellowHouse Machinery</u>, Lessor, and <u>Pittsburg County</u>, Lessee.

Dear Board of County Commissioners:

Please be advised that <u>YellowHouse Machinery</u> has assigned and transferred to <u>Local Bank</u>, all of its right, title and interest in and to the above-described Lease Purchase Agreement For Equipment, including title to the property leased thereunder and the right to receive lease payments. A copy of the assignment is enclosed for your file. Please note the fact of this assignment in your records (as required by Section 149(a) of the Internal Revenue Code of 1986) and make all further payments to:

Local Bank PO Box 660 Tahlequah, OK 74465

Please acknowledge your receipt of this notice by returning a copy, signed by a duly authorized officer in the space provided below.

Every,

Local Bank

By: Daniel Miller

ACKNOWLEDGED:

BY: Som Selman, County Commissioner

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into this <u>June 2, 2025</u>, by and between <u>YellowHouse Machinery</u> (herein "Assignor") and <u>Local Bank</u> (herein "Assignee").

IN CONSIDERATION of the mutual agreements and understandings herein contained, in consideration of One Dollar (\$1.00) and other good valuable consideration, the parties hereto agree as follow:

- 1. Assignor hereby assigns to Assignee its entire right, title and interest in and to that certain Lease Purchase Agreement dated June 2, 2025 and entered into by and between Assignor and the Board of County Commissioners of Pittsburg County (herein "Lease"), together with Assignor's right to receive all rent and other monies thereunder, and all of Assignor's right title and interest in and to any guaranties or other rights and interest granted to Assignor to secure the payment due under the terms of the Lease.
- 2. Assignor represents, warrants, and covenants to Assignee as follow:
 - a. The Lease has been duly and validly executed by all parties thereto.
 - No act of default in the Lease has occurred to date since the execution of this Assignment.
- 3. The rights and privileges of Assignee under this agreement shall inure to the benefits of its successors and assigns. All covenants, representations, warranties, and agreements of Assignor contained in this agreement shall bind Assignor's successors and assigns.
- 4. If any provision of this Agreement shall for any reasons be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid or unenforceable provision had never been contained herein.
- 5. It is the intention of the parties that this Agreement be governed by the laws of the state of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

ASSIGNOR: <u>YellowHouse Machinery</u>	ASSIGNEE: Local Bank
BY:	BY:

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting County Commissioner for the **Pittsburg** County, Oklahoma, ("Lessee") with respect to the Lease Purchase Agreement dated **June 2**, **2025** (the "Lease"), by and between **YellowHouse Machinery**, ("Lessor") and Lessee, and that:

- The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with the Specifications (as that term is defined in the Lease) and has been irrevocably accepted by Lessee.
- 2. The rental payments provided for in the Lease (the Rental Payments") shall commence and be due and payable on <u>July 2, 2025</u>, and the <u>2nd</u> of each month thereafter in accordance with the Lease.
- Lessee has appropriated and/or taken all other lawful actions necessary to provide monies sufficient to pay all Rental Payments required to be paid under the Lease during the fiscal year of Lessee for which monies have been appropriated and such monies will be applied in payment of all Rental Payments due and payable during each current fiscal year.
- 4. Lessee is exempt from all personal property taxes and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

Equipment Description: 2025 John Deere 75P Excavator s/r: 1FF075PATSJ000840

DATED: June 2, 2025

Ross Selman, County Commissioner

OPINION OF COUNSEL

With respect to that certain Lease Purchase Agreement ("Lease") dated **June 2, 2025** by and between Lessor and Lessee. I am of the opinion that:

(i) Lessee is a tax exempt entity under section 103 of the Internal Revenue Code of 1986, as amended; (ii) the execution, delivery and performance by Lessee of the Lease have been duly authorized by all necessary action on the part of Lessee; (iii) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms and all statements contained in the Lease and all related instruments are true; (iv) there are no suits, proceedings or investigations pending or, to my knowledge, threatened against or affecting Lessee, at law or in equity, or before or by any governmental or administrative agency or instrumentality which, if adversely determined, would have a material adverse effect on the transaction contemplated in the Lease or the ability of Lessee to perform its obligations under the Lease and Lessee is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any lease agreement which either individually or in the aggregate would have the same such effect, and (v) all required public bidding procedures regarding the award of the Lease have been followed by Lessee and no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of the Lease.

Couns	el for Lessee:	Printed Name
By: 🍝	8	
Title: _	Pistout	Attorney
Date:	6/2/25	

4.903799%

Rate: interest: \$18,759.73 Credit Life: 4.9% Payment: \$2,490.00 Term: \$0.00 A/H: \$0.00 48 APR:

Original Balance: \$143,327.39

	\$29,880.00	\$23,956.36	\$5,923.64	\$0.00		Year 2026
\$107,834.80	\$2,490.00	\$2,047.46	\$442.54	\$0.00	18	12/02/2026
\$109,882.26	\$2,490.00	\$2,024.28	\$465.72	\$0.00	17	11/02/2026
\$111,906.54	\$2,490.00	\$2,031.13	\$458.87	\$0.00	16	10/02/2026
\$113,937.67	\$2,490.00	\$2,007.48	\$482.52	\$0.00	15	09/02/2026
\$115,945.15	\$2,490.00	\$1,999.16	\$490.84	\$0.00	14	08/02/2026
\$117,944.31	\$2,490.00	\$2,006.91	\$483.09	\$0.00	13	07/02/2026
\$119,951.22	\$2,490.00	\$1,982.56	\$507.44	\$0.00	12	06/02/2026
\$121,933.78	\$2,490.00	\$1,990.91	\$499.09	\$0.00	11	05/02/2026
\$123,924.69	\$2,490.00	\$1,966.09	\$523.91	\$0.00	10	04/02/2026
\$125,890.78	\$2,490.00	\$2,009.24	\$480.76	\$0.00	9	03/02/2026
\$127,900.02	\$2,490.00	\$1,949.61	\$540.39	\$0.00	8	02/02/2026
\$129,849.63	\$2,490.00	\$1,941.53	\$548.47	\$0.00	7	01/02/2026
	\$14,940.00	\$11,536,23	\$3,403.77	\$0.00		Year 2025
\$131,791.16	\$2,490.00	\$1,951.37	\$538.63	\$0.00	6	12/02/2025
\$133,742.53	\$2,490.00	\$1,925.40	\$564.60	\$0.00	C 1	11/02/2025
\$135,667.93	\$2,490.00	\$1,935.82	\$554.18	\$0.00	4	10/02/2025
\$137,603.75	\$2,490.00	\$1,909.40	\$580.60	\$0.00	ω	09/02/2025
\$139,513.15	\$2,490.00	\$1,901.48	\$588.52	\$0.00	2	08/02/2025
\$141,414.63	\$2,490.00	\$1,912.76	\$577.24	\$0.00	_	07/02/2025
Balance	Payment	Principal	Interest	MOB	Number	Date
			Amortization Schedule	Amorti		
\$170,0c1.00	Oligiliai Balalice.					

04/02/2029	03/02/2029	02/02/2029	01/02/2029	Year 2028	12/02/2028	11/02/2028	10/02/2028	09/02/2028	08/02/2028	07/02/2028	06/02/2028	05/02/2028	04/02/2028	03/02/2028	02/02/2028	01/02/2028	Year 2027	12/02/2027	11/02/2027	10/02/2027	09/02/2027	08/02/2027	07/02/2027	06/02/2027	05/02/2027	04/02/2027		03/02/2027
46	45	44	43		42	41	40	39	38	37	36	35	34	33	32	31		30	29	28	27	26	25	24	23	22	N	2
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	•
\$205.81	\$194.52	\$224.79	\$234.18	\$3,473.24	\$235.71	\$252,87	\$253.72	\$271.41	\$280.61	\$280.45	\$298.92	\$298.11	\$317.08	\$305.13	\$335.15	\$344.08	\$4,723.08	\$341.63	\$361.87	\$358.78	\$379.53	\$388.27	\$384.23	\$405.71	\$401.04	\$423.01	\$389.96	***************************************
\$2,284.19	\$2,295.48	\$2,265.21	\$2,255.82	\$26,406.76	\$2,254.29	\$2,237.13	\$2,236.28	\$2,218.59	\$2,209.39	\$2,209.55	\$2,191.08	\$2,191.89	\$2,172.92	\$2,184.87	\$2,154.85	\$2,145.92	\$25,156.92	\$2,148.37	\$2,128.13	\$2,131.22	\$2,110.47	\$2,101.73	\$2,105.77	\$2,084.29	\$2,088.96	\$2,066.99	\$2,100.04	
\$2,490.00	\$2,490.00	\$2,490.00	\$2,490.00	\$29,880,00	\$2,490.00	\$2,490.00	\$2,490.00	\$2,490.00	\$2,490.00	\$2,490.00	\$2,490.00	\$2,490.00	\$2,490.00	\$2,490.00	\$2,490.00	\$2,490.00	\$29,880.00	\$2,490.00	\$2,490.00	\$2,490.00	\$2,490.00	\$2,490.00	\$2,490.00	\$2,490.00	\$2,490.00	\$2,490.00	\$2,490.00	***
\$47,170.42	\$49,454.61	\$51,750.09	\$54,015.30		\$56,271.12	\$58,525.41	\$60,762.54	\$62,998.82	\$65,217.41	\$67,426.80	\$69,636.35	\$71,827.43	\$74,019.32	\$76,192.24	\$78,377.11	\$80,531.96		\$82,677.88	\$84,826.25	\$86,954.38	\$89,085.60	\$91,196.07	\$93,297.80	\$95,403.57	\$97,487.86	\$99,576.82	\$101,643.81	

	\$162,087.12	\$143,327.39	\$18,759.73	\$0.00		Grand Total
	\$57,507.12		\$1,236.00	\$0.00		Year 2029
\$0.00	\$45,057.12	\$44,870.39	\$186.73	\$0.00	48	06/02/2029
\$44,870.39	\$2,490.00	\$2,300.03	\$189.97	\$0.00	47	05/02/2029
Balance	Payment	Principal	Interest	МОВ	Number	Date

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do n	not leave this line blank.									
	Local Bank 2 Business name/disregarded entity name, if different from above										
age 3.	Check appropriate box for federal tax classification of the person whose name following seven boxes.	is entered on line 1. Chec	ck only or	e of t	C	ertain	mptions entities tions or	, not i	ndividu		
a, ns on p	Individual/sole proprietor or C Corporation S Corporation single-member LLC	Partnership	Trus	t/estat		xemp	t payee	code	(if any)		
찾	Limited liability company. Enter the tax classification (C=C corporation, S=S	corporation, P=Partners	ship) ▶	-0/000-0-0							
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is disregarded from another LLC that is not disregarded from the owner for U.S. federal tax pur is disregarded from the owner should check the appropriate box for the tax	n the owner unless the ov poses. Otherwise, a single	wner of th	e LLG	that C	ode (ition fro (if any)				
ecif	Other (see instructions)						to account			de the	U.S.)
Š	5 Address (number, street, and apt. or suite no.) See instructions.		Requeste	r's na	me and	d add	ress (op	tional			
See	385 E Main										
	6 City, state, and ZIP code										
	Hulbert, OK 74441					_		_		-	
	7 List account number(s) here (optional)										
Do	Taxpayer Identification Number (TIN)							927 II		_	
Enter	Taxpayer Identification Number (TIN) your TIN in the appropriate box. The TIN provided must match the name	e given on line 1 to avo	oid I	Socia	l secu	rity n	umber				
hacki	in withholding. For individuals, this is generally your social security number	oer (SSN). However, fo	ora [T	1				T	T
reside	ent alien, sole proprietor, or disregarded entity, see the instructions for Pees, it is your employer identification number (EIN). If you do not have a nu	art i, later. For other unber, see How to get	ta I			-		-			
TIN, I		inibol, coornon to got		or		i ()				-22	_
Note	If the account is in more than one name, see the instructions for line 1.	Also see What Name a	and [Empl	oyer ic	lentif	ication	numb	er	_	_
Numi	ber To Give the Requester for guidelines on whose number to enter.		I	7 :	3 -	o	2 4	2	1 6	اا	0
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	r penalties of perjury, I certify that:	/ I			o logi	t	- mal: :	and			
2. I a Se	e number shown on this form is my correct taxpayer identification number me not subject to backup withholding because: (a) I am exempt from backing it is a result of a failure longer subject to backup withholding as a result of a failure longer subject to backup withholding; and	kun withholding, or (b)	have r	ot be	en no	tined	by the	inte	nal Re ed me	ven tha	iue t I am
	m a U.S. citizen or other U.S. person (defined below); and										
4. Th	e FATCA code(s) entered on this form (if any) indicating that I am exemp	t from FATCA reportin	ng is corr	ect.							
you h	fication instructions. You must cross out item 2 above if you have been no have failed to report all interest and dividends on your tax return. For real esta isition or abandonment of secured property, cancellation of debt, contribution than interest and dividends, you are not required to sign the certification, but	ate transactions, item 2 ons to an individual retir	ement a	t appi range	ıy. For ment i	mon (IRA)	gage ir , and ge	neres eneral	t paio, ly, pay	mer	nts
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Ge	neral Instructions	• Form 1099-DIV (diffunds)	ividends	inclu	ding t	hose	from s	stock	s or m	utua	ai
Section	ion references are to the Internal Revenue Code unless otherwise d.	• Form 1099-MISC (proceeds)	(various	types	of inc	ome	, prize	s, awa	ards, c	r gr	oss
relate	re developments. For the latest information about developments ed to Form W-9 and its instructions, such as legislation enacted	 Form 1099-B (stock transactions by broken 	kers)						ther		
	they were published, go to www.irs.gov/FormW9.	 Form 1099-S (prod 									
Pu	rpose of Form	 Form 1099-K (mer 									
infor	ndividual or entity (Form W-9 requester) who is required to file an mation return with the IRS must obtain your correct taxpayer	 Form 1098 (home 1098-T (tuition) 	mortgag	je inte	erest),	1098	B-E (stu	ıdent	loan i	nter	est),
iden	tification number (TIN) which may be your social security number i), individual taxpayer identification number (ITIN), adoption	 Form 1099-C (can 		•							
taxp	aver identification number (ATIN), or employer identification number	• Form 1099-A (acq									
(EIN	, to report on an information return the amount paid to you, or other	Use Form W-9 on	nly if you	are a	U.S.	pers	on (incl	uding	a res	der	nt

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,

alien), to provide your correct TIN.

later.

amount reportable on an information return. Examples of Information

returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

Department of the Treasury

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

► Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G. ▶ Go to www.irs.gov/Form8038GC for instructions and the latest information. OMB No. 1545-0047

Internal R	Revenue :	Service	▶ Go t	o www.irs.	gov/For	m8038	GC for	instru	uctio	ns an	a the	e late	est int	orn	lauor	14	A		ad Da	turn N
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9	Amou	nt of the rep	oorted obliga	ation(s) on	line 8a	that is	:										- 8	19.000	N. C.	
а	For lea	ases for veh	icles									•		•		•	•	9a		
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Future Developments

For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of taxexempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15 of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time isn't due to willful neglect. Write at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form wasn't submitted to the IRS on time. Also, indicate whether the obligation in question is under examination by the IRS. Don't submit copies of any bond documents, leases, or installment sale documents. See Where To File next.

Where To File

File Form 8038-GC and any attachments at the following address.

Department of the Treasury Internal Revenue Service Center Ogden, UT 84201

Private delivery services (PDS). You can use certain PDS designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These PDS include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The PDS can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar. For example, \$1.49 becomes \$1 and \$2.50 becomes \$3. If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Obligations. This refers to a single taxexempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that isn't a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "drawdown loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a drawdown loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond isn't tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of taxexempt bonds that meets both of the following conditions:

- 1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
- 2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that aren't private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

- Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.
- Line 2. An issuer that doesn't have an employer identification number (EIN) should apply for one online by visiting the IRS website at www.irs.gov/EIN. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office doesn't deliver

mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note: The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Don't make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2020 for a single issue issued on March 15, 2020), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2020, enter 01/01/2020).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also, complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Don't complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment

purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that doesn't represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Don't make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also, write the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note: If the issuer authorizes on line 6 the IRS to communicate with a person other than an officer or other employee of the issuer (such authorization shall include contact both in writing regardless of the address entered on lines 3 and 4, and by telephone), by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization shouldn't sign the return. Certain others who prepare the return shouldn't sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., shouldn't sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- · Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through www.irs.gov/FormComments. Or you can write to:

Internal Revenue Service Tax Forms and Publications 1111 Constitution Ave. NW, IR-6526 Washington, DC 20224

Do not send Form 8038-GC to this address, Instead, see Where To File, earlier.



We have prepared a quote for you

2025-2026 Annual VIP Phone System Remote Support Renewal

Quote # 013208 Version 1

Prepared for:

Pittsburg County

Sandra Crenshaw bocc@pittsburg.okcounties.org





Proposed Solution Overview

Item	Description	Price	Qty	Ext. Price

Your current support agreement for your IP Office phone system(s) will expire soon. Please review this quote for a renewal of your agreement. If you have any questions, please feel free to contact your Account Representative. Otherwise, you may digitally sign this document to get the quote processed.

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

Annual Support Contract Renewal

Item	Description	Price	Qty	Ext. Price
	1 Year Telephony Gold Service Contract **1 Year Telephony Gold Service Agreement**	\$7,150.00	1	\$7,150.00
	Details: *Includes VIP's remote technical support (8x5x5) for remote programming and troubleshooting of the Avaya IP Office systems at the Courthouse, Sheriff's Office, and Emergency Management (excludes additions, onsite work, and travel) *Requires active Avaya IPOSS subscription/coverage (sold separately) *Does not cover acts of God or customer abuse *Prepaid Annually *Contract customers take priority in major outages *Contract customers have 2 hour response SLA for "Out of Service" Issues *Contract customers have 24 hour response SLA for standard maintenance, adds, moves, & changes (adds & some maint services billed separately)			

Subtotal:

\$7,150.00





2025-2026 Annual VIP Phone System Remote Support Renewal

Prepared by:

VIP Technology Solutions Group, LLC Pittsburg County

Colby Cook 918-279-7033 Fax 9182797099 colby@viptsg.com Prepared for:

115 E Carl Albert Pkwy, Ste 1A PO Box 460 McAlester, OK 74501 Sandra Crenshaw bocc@pittsburg.okcounties.org

(918) 423-4859

Quote Information:

Quote #: 013208

Version: 1

Delivery Date: 05/29/2025 Expiration Date: 06/20/2025

Quote Summary

Description	Amount
Annual Support Contract Renewal	\$7,150.00

Total:

\$7,150.00

This quote is valid for 30 days. Prices in the Quotation are excluding sales tax, any other taxes, fees, or duties. All applicable taxes will be assessed at time of invoicing. A tax exempt letter is required for tax exempt customers. Payment terms are 50% upon contract signature and 50% due upon the completion of project described in this proposal. Any changes to payment terms must be approved by both parties prior to signing. Any changes to the project scope described will be invoiced and/or credited separately and accordingly.

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

ACCEPTANCE OF PROPOSAL

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

Thank you for your business.

Paradise Construction LLC

Po Box 658 Stigler, Ok. 74462 Phone 918-773-7848 Paradiseconstructionllc@hotmail.com

> INVOICE #101 DATE: MAY 20, 2025

TO: FIREHOUSE IN ARROWHEAD ESTATES

SHIP TO:

COMMENTS OR SPECIAL INSTRUCTIONS: ESTIMATE FOR COUNTER TOPS

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
Rob	05/20/2025				Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Top material		500.00
	Special order laminate color		800.00
	Labor		1350.00
	× 10 1		0
			0
		TOTAL	2650.00

Make all checks payable to Rob Taylor If you have any questions concerning this invoice, contact ROB TAYLOR@ 918-773-7848

Thank you for your business!



ESTIMATE

King's Carpentry and Construction, LLC 71221 S. 337th Ct Wagonet, Oklahoma 74467 **United States**

9186330367

Bill to **Arrowhead Estates Fire Department** Darrin Bartlett

214-683-2377 aevfd@yahoo.com Estimate Number: 1101

Customer Ref:

Countertops

Estimate Date: Valld Until:

May 20, 2025 June 19, 2025

Grand Total (USD): \$3,500.00

ltems	Quantity	Price	Amount
Countertops	1	\$3,500.00	\$3,500.00
60 square feet of laminate countertops, installed			
		Grand Total (USD):	\$3,500.00

Notes / Terms

This quote is good for the services listed above. Any Additional work requested by the customer will be considered an "add-on" and price will be agreed upon. By signing this quote, you agree to allow King's Carpentry and Construction, LLC to do the work stated and make payment in full according to agreed upon terms.

Term: 50% Deposit, \$40% mid project, 10% at completion. This is an Estimate for Services. Changes or issues found during the project may result in changes in





Countertop estimate
Arrowhead estates volunteer fire departmet

Superiorconstruct247@yahoo.com 800 Mcarthur lane, McAlester OK Bailey Little (918) 470-0276

- 1. Install 1.5 inch 2x2 strips to bring counter height up
- 2. Install layer of ¾ inch birch plywood on top.
- 3. Install oak band going around face of countertops.
- 4. Install formica top.
- 5. Router a chamfered edge on countertops and into oak band.
- 6. Build 3 or 4 inch formica backsplach
- 7. Install formica backsplash.
- 8. Seal oak band to match walls and cabinets.

Materials - \$1860 labor - \$2790 total price - \$4650 Murry Carpets Inc. 120 Border Avenue Eufaula, Oklahoma 74432 918-689-4606 Fax: 918-689-2675 Quote #: Page: 4/28/2025 987 1

Quoted To:

ARROWHEAD ESTATES FIRE DEPT (ASFD)

58 COUNTRY CLUB DR CANADIAN, OK 744525

Phone: 214-683-2377

Cust PO: Reference:	Terms: Ship Via:	Salesperson: KD Valid Through: 5/12/2025			
Stock Code	Description	Taxable	Quantity	Price	Extended
00001	FOREST LAWN 5.0 PORTOBELLO	Υ	465.00	3.99	1,855.35
00001	FOREST LAWN 4/1 TRANSITION MOLDING	Υ	2.00	74.99	149.98
00001	**FLOORING INSTALLATION+ FLOOR PREP**	Υ	1.00	1,125.00	1,125.00
FMPP/25	PLANIPATCH FAST SET CEMENT BASE FLOOR PATCH 25LB	Y	2.00	25.99	51.98
TAG100/4GAL	TAG 100 HIGH MOISTURE PRESSURE SENSITIVE ADHESIVE 4 GAL TAG100	Υ	1.00	124.00	124.00

SubTotal: 3,306.31

Tax: 0.00 Shipping: 0.00 Total: 3,306.31 From: Les McAdoo Les M@millcreekcarpet.com

Subject: FLOORING QUOTE FROM MILLCREEK

Date: May 29, 2025 at 4:11:34 PM

To: aevfd@yahoo.com

Thank you,



Les McAdoo Retail Sales Rep Mill Creek Carpet & Tile Company

1316 E Carl Albert Pkwy
McAlester, OK 74501
Office: (918) 426-6443
LesM@millcreekcarpet.com | https://www.millcreekcarpet.com/













QUOTE

VOLUNTEER FIRE DEPT., ARROWHEAD ESTATES 58 COUNTRY CLUB CANADIAN, OK 74425-

VOLUNTEER FIRE DEPT., ARROWHEAD ESTATES 58 COUNTRY CLUB CANADIAN, OK 74425-

Quote Date	Phone # 214-683-2377	PO Number	Quote Nu ES51267		لتنب
05/29/25	61 X X	Color/Description	Quantity Units	Price	Extension
Inventory	Style/item	7) (4 - 8) (5)	1.00 EA	217.13	217.13
A700P 9999625106	M700 PLUS - ADHESIVE - 4GAL MAPEI PLANIPATCH 25 LB (FAST SET) FOREST LAWN 5.0 - VINYL TILE - 7.25	4GAL 1000 SF PER PAI 9999625106 BRINDLE	1.00 EA 484.00 SF	24.94 3.37	24.94 1,631.08
AH125	Y 48 - 10 PER CASE	THORNWOOD	3.00 EA	68.34	205.02
72-27/32 X 1- 15/16 X 9/32	BUILDER'S CHOICE MULTI PURPOSE TRIM 4.2MM-4.7MM MAC MINIMUM LABOR	1 HOUSING OF	1,00 EA	850.00	850.00

Sales Representative(s):

LES MCADOO

Prices are good for 10 days from date on quote

For the terms and conditions of this agreement, please go to www.millcreekcarpet.com/terms which are hereby agreed to and incorporated by reference

Material:

2,078.17

Service:

850.00

Misc. Charges:

0.00

Sales Tax: no Tax

Misc. Tax:

0.00

QUOTE TOTAL:

Proposal

5/29/2025 4:16:34 PM BA Flooring and Design 3601 S Aspen Ave Broken Arrow OK 74011 918-994-7211



Page 1

Proposal #: 7313

05/29/2025

SaleDate: Next Install:

Sales Rep: Travis York

SOLD TO:

Arrowhead Estates VFD 58 country Club Dr Canadian OK 74425

SHIPPED TO

Arrowhead Estates VFD 58 country Club Dr

MATERIALS	COMMENTS	QUANTITY	PRICE	TOTAL
1 Forest Lawn 5.0 - Vinyl Tile - 7.25 X Portobello-ah125 48 - 10 Per Case-24.20	5-838	484 SqFt	\$4.29	\$2,076.36
2 M700 Plus - Adhesive - 4gallon-1.00 4gal 1000 Sf Per Pai-a700p-4gal		1 Each	\$279.28	\$279.28
3 Planipatch 25lbs Bag		2 Each	\$30.28	\$60.56
4 Vinyl 4In1 Molding - Vinyl Portobello Accessories - 200 Cm / 78.74 - 3 Per Case-1.00		3 Each	\$83,98	\$251.94
LABOR	COMMENTS	QUANTITY	PRICE	TOTAL
1 Vinyl Plank		484 SqFt	\$2.50	\$1,210.00
5 Trip Charge		1 Each	\$150.00	\$150.00

Comments: Customer is Tax Exempt. Taxes will be removed at time of order

SubTotal: \$4,028.14 Sales Tax: \$120.07

Total: \$4,148.21 \$0.00 Payments:

Balance: \$4,148.21

PURCHASE AGREEMENT

*	ΑII	Proposa	ls good	f for 3	0 days	or until	Sale	date i	is ove
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- * 20% restocking fee on restocked items.
 * One year warranty on all installation.
- * 75% down on all orders Balance C.O.D.
- * A mechanics lien will be filed if payment has not been made within 45 days
- * Special Orders No Refunds * Cash and Carry Paid in Advance.

Customer	Signature
----------	-----------

TISDAL & O'HARA 814 FRISCO AVENUE P.O. BOX 1387 **CLINTON, OK 73601**

PHONE: (580) 323-3964

Page: 1

04/30/2025

519 Account No:

Pittsburg County 115 East Carl Albert Pkwy - Rm 101 McAlester OK 74501

Previous Balance	Fees	Expenses	Advances	Payments	Balance
Scissortail Energy 4,936.25	0.00	0.00	0.00	0.00	\$4,936.25
PLE, Scissortail, and 4,346.25	Petrolink 450.00	0.00	0.00	0.00	\$4,796.25
9,282.50	450.00	0.00	0.00	0.00	\$9,732.50

RECEIVED

MAY 27 2025

BY ___

PLEASE REMIT PAYMENT TO: P.O. BOX 1387, CLINTON, OK 73601

TO ENSURE PROPER CREDIT, PLEASE REFERENCE YOUR ACCOUNT **NUMBER WITH PAYMENT**

PLEASE MAKE CHECKS PAYABLE TO: "TISDAL & O'HARA, PLLC"

TISDAL & O'HARA 814 FRISCO AVENUE P.O. BOX 1387 CLINTON, OK 73601

PHONE: (580) 323-3964

Page: 1

04/30/2025

Account No: 5

519-06

Statement No:

30314

Pittsburg County 115 East Carl Albert Pkwy - Rm 101 McAlester OK 74501

Scissortail Energy

PRIVILEGED AND CONFIDENTIAL

Previous Balance \$4,936.25

Balance Due \$4,936.25

PLEASE REMIT PAYMENT TO: P.O. BOX 1387, CLINTON, OK 73601

TO ENSURE PROPER CREDIT, PLEASE REFERENCE YOUR ACCOUNT NUMBER WITH PAYMENT

PLEASE MAKE CHECKS PAYABLE TO: "TISDAL & O'HARA, PLLC"

TISDAL & O'HARA 814 FRISCO AVENUE P.O. BOX 1387 CLINTON, OK 73601

PHONE: (580) 323-3964

Pittsburg County 115 East Carl Albert Pkwy - Rm 101 McAlester OK 74501 Page: 1 04/30/2025 Account No: 519-09 Statement No: 30315

PLE, Scissortail, and Petrolink

Previous Balance

\$4,346.25

Fees Hours **Amount** 04/02/2025 LA 0.50 04/15/2025 LA 04/21/2025 LA 04/28/2025 LA For Current Services Rendered 450.00 Recapitulation Timekeeper Rate Total \$450.00

Page: 2 04/30/2025

Pittsburg County

Account No:

519-09

Statement No:

30315

PLE, Scissortail, and Petrolink

Total Current Work

450.00

Balance Due

\$4,796.25

PLEASE REMIT PAYMENT TO: P.O. BOX 1387, CLINTON, OK 73601

TO ENSURE PROPER CREDIT, PLEASE REFERENCE YOUR ACCOUNT NUMBER WITH PAYMENT

PLEASE MAKE CHECKS PAYABLE TO: "TISDAL & O'HARA, PLLC"

MUTUAL AID INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this day of day of , 2025, by and between THE PITTSBURG COUNTY SHERIFF'S OFFICE, first party, and THE CITY OF HAILEYVILLE, the second party,

WHEREAS, both first and second parties recognize the need for a mutual Inter-Agency Agreement in that both parties through their respective law enforcement agencies being geographically located together, and their efforts being one in the same to promote and preserve the safety and welfare of the public and to maintain social order,

WHEREAS, both parties desire to combine and coordinate their resources for responses to calls for services when one or the other parties are responding to calls that require assistance of its neighboring jurisdiction for both officer safety and that of the public both parties serve,

NOW, THEREFORE, it is agreed upon by both parties the following:

- 1. That both parties will respond to one another's jurisdictions in time of need as dictated by dispatch or upper supervisory personnel from the parties' jurisdiction requesting such assistance. Such assistance includes, but is not limited to, back up personnel and equipment available.
- 2. It is understood by both parties that in the event of an injury to personnel or damage to property or equipment that the cost of such shall be born to the entity providing such personnel and equipment.
- 3. GOOD FAITH Each of the parties hereto agrees to attempt to furnish to the requesting party such assistance as the requesting party may deem reasonable and necessary. Provided, however, that the party to whom the request is made shall have sole discretion to refuse such request if sending such an assistance may lead to an unreasonable reduction in the level of protection within its jurisdiction.
- 4. DISPATCHING It is agreed by the parties hereto that mutual aid assistance, when to be sent, shall be dispatched promptly and that first response by the jurisdiction requesting assistance shall not be a prerequisite to a request for assistance under this agreement.
- 5. SUPERVISION When personnel and equipment are furnished under this agreement, the party having jurisdiction shall have overall supervision of personnel and equipment

ATTEST:

Pittsburg County Clerk

Hope Trammell

Pittsburg County Sheriff Frankie McClendon

County of Pittsburg

Chairman of the Board of Commissioners

ATTEST:

Chief of Police

City of Haileyville

MUTUAL AID INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this day of , 2025, by and between THE PITTSBURG COUNTY SHERIFF'S OFFICE, first party, and THE CITY OF QUINTON, the second party,

WHEREAS, both first and second parties recognize the need for a mutual Inter-Agency Agreement in that both parties through their respective law enforcement agencies being geographically located together, and their efforts being one in the same to promote and preserve the safety and welfare of the public and to maintain social order,

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ATTEST:

County of Pittsburg

Pittsburg County Clerk

Hope Trammell

Pittsburg County Sheriff Frankie McClendon Chairman of the Board of Commissioners

ATTEST:

City of Quinton

By:

Mayor of Quinton

Chief of Police

MUTUAL AID INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this Joyaday of March, 2025, by and between THE PITTSBURG COUNTY SHERIFF'S OFFICE, first party, and THE CITY OF McALESTER, the second party,

WHEREAS, both first and second parties recognize the need for a mutual Inter-Agency Agreement in that both parties through their respective law enforcement agencies being geographically located together, and their efforts being one in the same to promote and preserve the safety and welfare of the public and to maintain social order,

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- 5. SUPERVISION When personnel and equipment are furnished under this agreement, the party having jurisdiction shall have overall supervision of personnel and equipment

during the period such response is still in progress. Provided, however, when officers from the requesting jurisdiction have not arrived at the scene of the incident, the senior officer of the jurisdiction arriving first shall have command until relieved. Further, "supervision" as used in this section refers to conduct of the call for service Each officer participating on the call for service remains an employee of that officers employing agency and is subject to the personnel policies solely of that employing agency.

WAIVERS:

- GENERAL WAIVERS Each party to this agreement waives all claims against the
 other for compensation for any loss, damage, personal injury, or death occurring to
 personnel and/or equipment as a consequence of the performance of this agreement.
- 2. HOLD HARMLESS A requesting party shall, to the extent permitted by any applicable constitutional or tort claims act limitation, save and hold harmless and responding party against any and all claims or actions brought against the responding party, arising out of the responding party's efforts, except to the extent that such claims or actions arise out of any willful misconduct or grossly negligent action on the part of the responding party.
- 3. WORKERS COMPENSATION Each party agrees to provide workers compensation insurance coverage to each of its employees, and responding under this agreement recognizes that although the overall supervision will usually be provided by the jurisdiction in which the call for service occurs, supervision of individual officers will be provided by their regular supervisors.
- 4. REFUSAL TO PERFORM This is an Inter-Local/Mutual Agreement and it is assumed that all available assistance will generally be provided. Nothing, however, in this agreement shall be construed to prevent a party to whom a request for assistance is made from refusing to respond when that is appropriate in its sole determination. In addition, any responding party may refuse to perform any specific task when, in the sole determination of the responding party's supervisor, response would create an unreasonable risk of danger or liability to the responding party, it's employees, equipment, or any third party.
- COMPENSATION The parties agree that the personnel and equipment available under this agreement are roughly equivalent and agree that the availability and provision of such constitute consideration under this agreement.
- 6 TERMINATION Either party may terminate this agreement at any time by giving thirty (30) days' notice of the intention to do so. Such notice shall be sent to the governing body of the other party and a copy thereof to the Sheriff.

ATTEST:

County of Pittsburg

Pittsburg County Clerk

Hope Trammell

Chairman of the Board of Commissioners

Pittsburg County Sheriff Frankie McClendon ATTEST:

Ву:

Mayor of McAlester

My Alester City Manager

Chief of Police

MUTUAL AID INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this 5 day of for and between THE PITTSBURG COUNTY SHERIFF'S OFFICE, first party, and THE CITY OF KREBS, the second party,

WHEREAS, both first and second parties recognize the need for a mutual Inter-Agency Agreement in that both parties through their respective law enforcement agencies being geographically located together, and their efforts being one in the same to promote and preserve the safety and welfare of the public and to maintain social order,

WHEREAS, both parties desire to combine and coordinate their resources for responses to calls for services when one or the other parties are responding to calls that require assistance of its neighboring jurisdiction for both officer safety and that of the public both parties serve,

NOW, THEREFORE, it is agreed upon by both parties the following:

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2. It is understood by both parties that in the event of an injury to personnel or damage to property or equipment that the cost of such shall be born to the entity providing such

personnel and equipment.

- 3. GOOD FAITH Each of the parties hereto agrees to attempt to furnish to the requesting party such assistance as the requesting party may deem reasonable and necessary. Provided, however, that the party to whom the request is made shall have sole discretion to refuse such request if sending such an assistance may lead to an unreasonable reduction in the level of protection within its jurisdiction.
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during the period such response is still in progress. Provided, however, when officers from the requesting jurisdiction have not arrived at the scene of the incident, the senior officer of the jurisdiction arriving first shall have command until relieved. Further, "supervision" as used in this section refers to conduct of the call for service. Each officer participating on the call for service remains an employee of that officers employing agency and is subject to the personnel policies solely of that employing agency.

WAIVERS:

- GENERAL WAIVERS Each party to this agreement waives all claims against the
 other for compensation for any loss, damage, personal injury, or death occurring to
 personnel and/or equipment as a consequence of the performance of this agreement.
- 2. HOLD HARMLESS A requesting party shall, to the extent permitted by any applicable constitutional or tort claims act limitation, save and hold harmless and responding party against any and all claims or actions brought against the responding party, arising out of the responding party's efforts, except to the extent that such claims or actions arise out of any willful misconduct or grossly negligent action on the part of the responding party.
- 3. WORKERS COMPENSATION Each party agrees to provide workers compensation insurance coverage to each of its employees, and responding under this agreement recognizes that although the overall supervision will usually be provided by the jurisdiction in which the call for service occurs; supervision of individual officers will be provided by their regular supervisors.
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- 5. COMPENSATION The parties agree that the personnel and equipment available under this agreement are roughly equivalent and agree that the availability and provision of such constitute consideration under this agreement.
- 6. TERMINATION Either party may terminate this agreement at any time by giving thirty (30) days' notice of the intention to do so. Such notice shall be sent to the governing body of the other party and a copy thereof to the Sheriff.

ATTEST:	County of Pittsburg
Pittsburg County Clerk Hope Trammell Pittsburg County Sheriff Frankie McClendon A A A A A A A A A A A A A A A A A A A	By: Chairman of the Board of Commissioners
CATTEST:	City of Krebs
Cinchy A Cooper Krebs City Clerk Treasurer	By: Sommy hay Wolker Mayor of Krebs
Chilef of Police	¥

MUTUAL AID INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this 15 day of ______, 2025, by and between THE PITTSBURG COUNTY SHERIFF'S OFFICE, first party, and THE CITY OF SAVANNA, the second party,

WHEREAS, both first and second parties recognize the need for a mutual Inter-Agency Agreement in that both parties through their respective law enforcement agencies being geographically located together, and their efforts being one in the same to promote and preserve the safety and welfare of the public and to maintain social order,

WHEREAS, both parties desire to combine and coordinate their resources for responses to calls for services when one or the other parties are responding to calls that require assistance of its neighboring jurisdiction for both officer safety and that of the public both parties serve,

NOW, THEREFORE, it is agreed upon by both parties the following:

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Matthew Hise

ATTEST:	County of Pittsburg
Pittsburg County Clerk Hope Trammell —————————————————————————————————	Chairman of the Board of Commissioners SSIE NON NON NON NON NON NON NON N
ATTEST:	City of Savanna
Rubby, Awatt Savanna City Clerk/Treasurer	By: Ley Mayor of Savanna

MUTUAL AID INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this 15 day of 1001, 2025, by and between THE PITTSBURG COUNTY SHERIFF'S OFFICE, first party, and THE CITY OF HARTSHORNE, the second party,

WHEREAS, both first and second parties recognize the need for a mutual Inter-Agency Agreement in that both parties through their respective law enforcement agencies being geographically located together, and their efforts being one in the same to promote and preserve the safety and welfare of the public and to maintain social order,

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ATTEST:

40 pe Siammell

Pittsburg County Clerk

Hope Trammell

Pittsburg County Sheriff Frankie McClendon **County of Pittsburg**

By: Chairman of the Board of Commissioners

ATTEST:

Hartshorne City

Clerk/Treasurer

Chief of Police

City of Hartshorne

By:

Mayor of Hartshorne

MUTUAL AID INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _______, 2025, by and between THE PITTSBURG COUNTY SHERIFF'S OFFICE, first party and THE CITY OF KIOWA, the second party,

WHEREAS, both first and second parties recognize the need for a mutual Inter-Agency Agreement in that both parties through their respective law enforcement agencies being geographically located together, and their efforts being one in the same to promote and preserve the safety and welfare of the public and to maintain social order,

WHEREAS, both parties desire to combine and coordinate their resources for responses to calls for services when one or the other parties are responding to calls that require assistance of its neighboring jurisdiction for both officer safety and that of the public both parties serve,

NOW, THEREFORE, it is agreed upon by both parties the following:

- 1. That both parties will respond to one another's jurisdictions in time of need as dictated by dispatch or upper supervisory personnel from the parties' jurisdiction requesting such assistance. Such assistance includes, but is not limited to, back up personnel and equipment available.
- 2. It is understood by both parties that in the event of an injury to personnel or damage to property or equipment that the cost of such shall be born to the entity providing such personnel and equipment.
- 3. GOOD FAITH Each of the parties hereto agrees to attempt to furnish to the requesting party such assistance as the requesting party may deem reasonable and necessary. Provided, however, that the party to whom the request is made shall have sole discretion to refuse such request if sending such an assistance may lead to an unreasonable reduction in the level of protection within its jurisdiction.
- 4. DISPATCHING It is agreed by the parties hereto that mutual aid assistance, when to be sent, shall be dispatched promptly and that first response by the jurisdiction requesting assistance shall not be a prerequisite to a request for assistance under this agreement.
- 5. SUPERVISION When personnel and equipment are furnished under this agreement, the party having jurisdiction shall have overall supervision of personnel and equipment

during the period such response is still in progress. Provided, however, when officers from the requesting jurisdiction have not arrived at the scene of the incident, the senior officer of the jurisdiction arriving first shall have command until relieved. Further, "supervision" as used in this section refers to conduct of the call for service. Each officer participating on the call for service remains an employee of that officers employing agency and is subject to the personnel policies solely of that employing agency.

WAIVERS:

- GENERAL WAIVERS Each party to this agreement waives all claims against the
 other for compensation for any loss, damage, personal injury, or death occurring to
 personnel and/or equipment as a consequence of the performance of this agreement.
- 2. HOLD HARMLESS A requesting party shall, to the extent permitted by any applicable constitutional or tort claims act limitation, save and hold harmless and responding party against any and all claims or actions brought against the responding party, arising out of the responding party's efforts, except to the extent that such claims or actions arise out of any willful misconduct or grossly negligent action on the part of the responding party.
- 3. WORKERS COMPENSATION Each party agrees to provide workers compensation insurance coverage to each of its employees, and responding under this agreement recognizes that although the overall supervision will usually be provided by the jurisdiction in which the call for service occurs; supervision of individual officers will be provided by their regular supervisors.
- 4. REFUSAL TO PERFORM This is an Inter-Local/Mutual Agreement and it is assumed that all available assistance will generally be provided. Nothing, however, in this agreement shall be construed to prevent a party to whom a request for assistance is made from refusing to respond when that is appropriate in its sole determination. In addition, any responding party may refuse to perform any specific task when, in the sole determination of the responding party's supervisor, response would create an unreasonable risk of danger or liability to the responding party, it's employees, equipment, or any third party.
- 5. COMPENSATION The parties agree that the personnel and equipment available under this agreement are roughly equivalent and agree that the availability and provision of such constitute consideration under this agreement.
- 6. TERMINATION Either party may terminate this agreement at any time by giving thirty (30) days' notice of the intention to do so. Such notice shall be sent to the governing body of the other party and a copy thereof to the Sheriff.

ATTEST:

County of Pittsburg

Pittsburg County Clerk

Hope Trammell

Chairman of the Board of Commissioners

Pittsburg County Sheriff Frankie McClendon

ATTEST:

City of Kiowa

By:

Mayor of Kiowa Michael W. Sexton

Chief of Police

Kiowa City Clerk/Treasurer

CAMPUS POLICE AGREEMENT BETWEEN THE BOARD OF EDUCATION FOR THE MCALESTER SCHOOL DISTRICT AND THE PITTSBURG COUNTY SHERIFF'S OFFICE

THIS AGREEMENT made and entered into on this 15th day of May 2025 by and between Independent School District No. 80 of Pittsburg County, Oklahoma, also known as the McAlester Public Schools and hereinafter referred to as "District", and the Pittsburg County Sheriff's Office, an Oklahoma municipal corporation, hereinafter referred to as "PCSO".

WHEREAS, District and PCSO have duly established and authorized police departments for the purpose of providing police protection for property and persons within each of its own jurisdictional areas; and,

WHEREAS 74 O.S. 1991 §360.15 of saq. authorizes an agreement between PCSO and District for the purpose of delineating responsibilities between the two law enforcement agencies, delineating geographical boundaries thereof, and further, for the purpose of authorizing campus police departments to exercise authority and jurisdiction within areas of municipal police jurisdiction.

NOW, THEREFORE, District and PCSO agree as follows:

- The McAlester Campus Police Department, hereinafter referred to as "Campus Police Department", and its duly commissioned and certified officers, while on duty, shall have the authority to enforce any criminal statutes which are within the boundaries of the Pittsburg County.
- 2. The McAlester Campus Police Department and its duly commissioned and certified officers are further authorized to exercise their power and authority as peace officers within the boundaries of the Pittsburg County. In the following situations:
 - When necessary to complete any enforcement activities which began on District's property or property abutting thereto; and
 - When reasonably related to the activities of the Campus Police
 Officers on District's property or the investigation of incidents
 occurring on District's property.

- The Chief of the McAlester Campus Police Department and the Sheriff of Pittsburg County shall adopt such written policies as are necessary to coordinate and regulate the activities authorized pursuant to this Agreement.
- 4. Authority as used in this Agreement means the authority and power vested by the Oklahoma Statues in Peace Officers, except the service and execution of civil summons, and includes, but is not limited to, making of arrests, issuing of citations, the conduction of criminal investigations, and traffic accident investigations.
- 5. The jurisdiction of the Campus Police Department in the situations as set forth in paragraph one (1) and two (2) is concurrent with the jurisdiction of the Pittsburg County Sheriff's Office. As used herein, concurrent jurisdiction denotes the authority shared by the two law enforcement agencies at the same time, or the same subject matter, and within the same territory. Provided, the performance of duties within the area of concurrent police jurisdiction by Campus Police Department personnel shall be subject to review by the Sheriff of Pittsburg County and the right to continue such performance may be revoked by said Sheriff with written notice thereof to the Chief of the Campus Police Department.
- The Campus Police Department will have the primary responsibility of law enforcement, patrolling, crime investigation, and traffic control on District's property.
- 7. In all other areas within City's police jurisdiction, including the areas wherein the Campus Police Department and the Pittsburg County Sheriff's Office have by this agreement concurrent jurisdiction, the Pittsburg County Sheriff's Office will have the primary responsibility for law enforcements, patrolling, criminal investigation, call response, traffic accident investigation, and traffic control.
- 8. Each party shall be solely responsible for the acts of its own police officers, employees, and agents taken under this agreement, but not for the acts of the police officers, employees, or agents of the other party. It is expressly understood and agreed that nothing herein shall be construed as creating an employment or agency relationship between each party and the other party's police department, their officers, employees, or agents, nor between each party's police department and the other party's police department, officer, employees, or agents.
- The Campus Police Department shall follow the standard operating procedures of the McAlester Police Department and the McAlester Municipal Court in filling any municipal charges or issuing and filing any

traffic citation with the City. The Campus Police Department shall be responsible for the attendance of its officers at all Court hearings required for prosecution of offenses in which the Campus Police Department was involved. The Campus Police Department shall be responsible for any compensation or witness fees for its officers.

 This Agreement is of Indefinite duration and may be terminated immediately by either party upon written notice to the other party.

INDEPENDENT SCHOOL DISTRICT NO. 80 OF PITTSBURG COUNTY, OKLAHOMA

ATTEST:

Clerk Consum Vide.

PRESIDENT

PITTSBURG COUNTY SHERIFF'S OFFICE

SHERIFF

ATTEST:

Clerk lamen helds

Jankie McCleudon

MEMORANDUM OF UNDERSTANDING

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

WHEREAS, the Chickasaw Nation and County desire to enter into an MOU for the purpose of establishing a framework by which Chickasaw Nation and County will cooperate for the purpose of housing and caring for tribal prisoners of the Chickasaw Nation, as such term is defined below; and,

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

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

NOW, THEREFORE, the Parties mutually agree as follows:

- 1. Scope. The County will accept persons into its detention facility who have committed violations of criminal law under the jurisdiction of Chickasaw Nation, and who are placed there by the Chickasaw Nation or an authorized agent thereof, referred to herein as "tribal prisoners". For purposes of this MOU, the term tribal prisoners does not include tribal prisoners admitted to the County's detention facility by other tribes.
- 2. **Term**. The term of this MOU shall be effective as of the last date of execution below, and, unless sooner terminated as provided in this MOU, shall continue for a period of one (1) year (the "Initial Term"). The term of this MOU shall be automatically extended for additional one (1) year terms (each an "Additional Term" and, collectively with the Initial Term, the "Term") unless either Party hereto shall notify the other Party in writing at least thirty (30) days prior to the expiration of the Term of its intent not to renew the Term of this MOU.

3. Responsibilities and Obligations of Chickasaw Nation:

- a. Chickasaw Nation shall deliver tribal prisoners to the detention facility designated by County.
- b. Chickasaw Nation shall transport all tribal prisoners to and from Chickasaw Nation District Court hearings if the hearing has been designated as an "In Person" hearing.
- c. Chickasaw Nation shall take custody of bail bond paperwork from County the next business day or as soon as possible.

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

4. Responsibilities and Obligations of County:

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

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

5. Special Provisions:

a. Virtual Arraignments

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

b. Medical Needs of Prisoners

- i. When feasible and practicable, all medical and dental needs of tribal prisoners shall be provided by an Indian Health Service (IHS) or tribal health care facility. A listing of those facilities appears below. County shall promptly notify Chickasaw Nation concerning arrangements for the treatment; transport to a facility for treatment; or to otherwise advise Chickasaw Nation on what action is to be taken.
- ii. In cases of an extreme emergency, where it is not feasible and practicable to contact the Chickasaw Nation, County may obtain such care for prisoners at local, federal, or state facilities as emergency needs dictate.

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

- i. County may use tribal prisoners in trustee status with the written approval of the Chickasaw Nation.
- 6. Payment. In consideration of the foregoing, the Chickasaw Nation agrees to pay to the County Fifty dollars (\$50.00) per day for each tribal prisoner housed in the County's detention facility pursuant to this MOU. A "day" shall be defined as a minimum of four (4) hours or at least one (1) meal served to the detainee. Any consecutive days shall begin at midnight following the minimum four-hour period. Payment shall be made by Chickasaw Nation upon receipt of the invoice/invoices from the County. All invoices shall be sent to Chickasaw Nation Lighthorse Police Department; ATTN: Detention Administrator, P.O. Box 1548, Ada, OK 74821, or emailed to Joe.Hankins@Chickasaw.net and Sara.McElwee@Chickasaw.net.
- 7. Guaranteed Beds. In addition to the rates set forth in Section 6, four (4) beds in the County's detention facility will be held open and guaranteed for exclusive use by the Chickasaw Nation at any and all times. In consideration for this guaranteed exclusive use the Nation agrees to pay Eighty-Five dollars (\$85.00) per day, per bed to the County regardless of whether the four (4) beds are filled daily or not. County shall not require the Nation to remove tribal prisoners from the guaranteed beds due to medical or mental health hardship, behavior, or any other reason for which the County would be unable to remove a similarly situated inmate held in the County's detention facility under the jurisdiction of the State or County.

8. Overcrowding.

- a. Notwithstanding any of the above provisions of this MOU, should a limit be set by statute, judicial or administrative decision, or otherwise on the number of prisoners which the County may lawfully lodge in its facility at any one time, the County may refuse to lodge any Chickasaw tribal prisoners if the number of prisoners in the detention facility at that time has reached (80%) of the maximum capacity allowed by law.
- b. The County reserves the right to leave admission of the remaining twenty percent (20%) of the prisoners allowed by law to the discretion of the Sheriff.
- c. Should the County be required to close or otherwise limit the availability of its facility, either temporarily or permanently because of court order, legislation, or any other cause, then the County may, at its option, during the time closure, refuse to lodge Chickasaw tribal prisoners.
- 9. **Modification**. This MOU may be amended at any time by a written instrument executed by both parties. No change or modification to this MOU shall be valid unless in writing and signed by both Parties.

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

- a. Any proposed amendments to this MOU shall be in writing and contain the following minimum:
 - The specific proposed amendment(s) to the MOU; and
 - ii. Any cost increase or decrease (if any) resulting from such proposed amendments.
- b. No proposed amendment shall be binding on the Parties until approved in writing by both Parties. The proposed amendment shall be considered incorporated into the MOU once approved in writing by both Parties.
- 10. Severability. If any provision of this MOU becomes or is deemed to be invalid, illegal, or unenforceable, the Parties shall meet to discuss such provision. If such provision cannot be amended without materially altering the intention of the Parties, it shall be deleted and the remainder of the MOU and any related documents pursuant hereto shall remain in full force and effect.
- 11. Conflicts of Interest. The Parties warrant that no officer or employee of the Chickasaw Nation or the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this MOU.
- 12. **Termination**. Either Party may terminate this MOU for any reason or no reason by giving thirty (30) days advance written notice delivered in accordance with Section 13 below.
- 13. **Notices**. All notices and other communications under this MOU shall be in writing and shall be deemed duly given:
 - a. when delivered in person to the recipient named below; or
 - b. five (5) business days after being mailed by registered or certified U.S. mail, return receipt requested, postage prepaid, addressed by name and address to the Party intended as follows:

If to Chickasaw Nation:

Chickasaw Nation ATTN: DETENTION ADMINISTRATOR P.O Box 1548 Ada, Oklahoma 74821 (580) 436-1166 If to County:

Frankie McClendon, Sheriff of Pittsburg County 1210 North West St. McAlester, Oklahoma 74501 (918) 423-5858

- 14. Entire Understanding. This MOU is the entire understanding of the Parties relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, correspondence, understandings, and agreements of the parties relating to the subject matter hereof. Any amendment to this MOU must be made in accordance with Section 9 above.
- 15. Governing Law. This MOU shall be governed by and interpreted in accordance with the laws of the Chickasaw Nation without giving effect to its laws or rules relating to conflicts of laws that would direct the application of the law of another jurisdiction.
- 16. Non-Waiver. The Chickasaw Nation is a federally recognized, sovereign, and self-governing American Indian tribe. Nothing contained in this MOU shall be construed to waive the sovereign rights and immunities of the Chickasaw Nation, its officers, employees, and agents.

THEREFORE, this eight (8) page MOU is entered into and shall become effective when approved by the authorized officials of THE COUNTY COMMISSIONERS OF PITTSBURG COUNTY, the PITTSBURG COUNTY SHERIFF'S OFFICE, and the CHICKASAW NATION.

[Signature Page to Follow]

IN WITNESS WHEREOF, the above and foregoing MOU has been executed within the reservation boundaries of the Chickasaw Nation, in duplicate by the Parties hereto and made effective on the day and year last above below.

FOR THE CHICKASAW NATION	FOR THE PITTSBURG COUNTY SHERIFF'S OFFICE
Bill Anoatubby, Governor the Chickasaw Nation	Frankie McClendon Sheriff
Date:	Date: June 2, 2025
	FOR THE PITTSBURG COUNTY COMMISSIONERS Signature
	Print: Charlie Rogers
	Date: June 2, 2025

Approved this 2^{nd} day of June, 2025 during a regular meeting of the Board of County Commissioners of Pittsburg County.

BOARD OF COUNTY COMMISSIONERS PITTSBURG COUNTY, OKLAHOMA

CHAIRMAN_

VICE-CHAIRMAN

MEMBER Mike Hougnes

PITTSBURG COUNTY SHERIFF

SHERIFF.

ATTEST:

NINGO A

COUNTY CLERK 9600 Stammell



Sheriff Frankie McClendon

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CHAPTER 1: INTRODUCTION

SECTION 1: MISSION

To protect the lives and property of the citizens of Pittsburg County, to preserve the peace, and to prevent crime and disorder while constantly guarding personal liberties as prescribed by law...

SECTION 2: GOALS

The goals of the Pittsburg County Sheriff's Office are to prevent criminal activity, to detect, apprehend, and assist in the prosecution of criminal offenders, and the protection and recovery of property. Members of the Pittsburg County Sheriff's Office will conduct themselves within carefully prescribed ethical and constitutional restrictions. The Pittsburg County Sheriff's Office will regulate non-criminal activities, and provide those miscellaneous services as may be required by the Oklahoma State Statutes or other lawful authority. In addition, members of the Pittsburg County Sheriff's Office may be required to perform such other services as may be lawfully required by the Sheriff in order to protect and promote the general welfare of the public.

SECTION 3: ESTABLISHMENT AND AUTHORITY

The Pittsburg County Sheriff's Office shall be headed by the Sheriff, which is elected by the people for a 4-year term with no term limit.

The Pittsburg County Sheriff's Office prescribes certain general duties including keeping the peace, suppression of riots and unlawful assemblies, arrest of persons violating federal and state Laws, serving of warrants, serving of civil process papers, and to perform all duties lawfully pertaining to police services.

CHAPTER 2: RANK AND RESPONSIBILITIES

SECTION 1: ORDER OF RANK BY DEPARTMENT

Deputies:

Sheriff Undersheriff Sergeant Deputy Deputy

Administration:

Sheriff Undersheriff Admin 1st Deputy Admin 2nd Deputy Clerical

Dispatch:

Sheriff
Undersheriff
Sergeant Deputy
Dispatch Supervisor
T.A.C.
Dispatcher

<u>Jail:</u>

Sheriff
Undersheriff
Jail Administrator
Jail Lieutenant
Jail Sergeant
Jailer

The Chain of Command in the Pittsburg County Sheriff's Office will follow the order of rank. Members of the Pittsburg County Sheriff's Office will follow the Chain of Command. Violations of the proper Chain of Command may result in disciplinary action.

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SECTION 2: RESPONSIBILITY OF RANK

Sheriff:

The Sheriff is the administrator of the Sheriff's Office. He/she shall only be limited in this authority by state and federal laws. He/she may prescribe general rules and regulations for the conduct of the employees of the Pittsburg County Sheriff's Office. The Sheriff shall have the authority to prescribe, develop, and implement the necessary policies and procedures to carry out the mission and operations of the Pittsburg County Sheriff's Office. All final discipline will be at the discretion of the Sheriff.

Undersheriff:

- 1. The Undersheriff is second in command of the Sheriff's Office. The Undersheriff is responsible to the Sheriff and makes recommendations for changes or improvements within the Department.
- 2. The Undersheriff assists the Sheriff in planning and research of new laws and ordinances that may affect the operations of the Sheriff's Office.
- 3. The Undersheriff investigates complaints made by members of the Department against supervisors within the Department.
- 4. The Undersheriff assists the Sheriff in research of new equipment and training methods, and in writing specifications for the purchase of new equipment.
- 5. At the discretion of the Sheriff, the Undersheriff may be assigned to directly supervise; a patrol shift, or Criminal Investigations and/or Narcotics Task Force.
- 6. The Undersheriff will investigate allegations of wrong-doing or misconduct by personnel of the Pittsburg County Sheriff's Office. If necessary the Undersheriff will request the Sheriff to contact the OSBI
- 7. The Undersheriff will perform such other functions as may be required by the Sheriff in order to facilitate the functions and operations of the Department.

Sergeant:

The Sergeant is the immediate supervisor of the shift to which he/she is assigned. The Sergeant will assist the Undersheriff in seeing that the Rules and Regulations of the Pittsburg County Sheriff's Office are complied with, and the functions of the Department are carried out. The

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Sergeant is responsible to the Undersheriff, to whom he/she will make recommendations for changes and improvements within the shift or the Department.

- 1. The Sergeant is responsible to see that the personnel on his/her shift are presentable and well groomed, and that uniforms and equipment are properly maintained.
- 2. If necessary, the Sergeant will assign areas of patrol to Deputies on his/her shift, and report those assignments to the Dispatcher.
- 3. The Sergeant will be responsible for keeping monthly time sheets, getting the time sheets signed, and approving leave slips. Seniority will be considered, but will not necessarily be the sole consideration in making these assignments.
- 4. The Sergeant will act as a field supervisor, and will insist on a careful and aggressive tour of duty by all subordinates.
- 5. The Sergeant will make preliminary investigations of all complaints or allegations of improper conduct made to him/her; against members of his/her shift, and forward them to the Sheriff or Undersheriff with recommendations for disciplinary actions or further investigation by the Sheriff or Undersheriff.
- 6. The Sergeant will maintain a current and correct roster of all employees on his/her shift, and be responsible for their call to duty in case of necessity.
- 7. The Sergeant will be available to all personnel on his/her shift to give whatever assistance is necessary to complete the police mission.
- 8. The Sergeant will make an effort to see that members of his/her shift do not misuse or abuse County equipment or property. The Sergeant will make arrangements for the repair or replacement of defective equipment.
- 9. Sergeants will answer calls for service and perform regular Police duties as needed.
- 10. The Sergeant will monitor the use of police vehicles, and will see that Deputies are correctly operating and maintaining them, and will be responsible for regular vehicle inspections. The Sergeant will be responsible for maintaining vehicle maintenance and inspection records.
- 11. The Sergeant will perform such other functions as are deemed necessary or appropriate by the Sheriff or Undersheriff, to accomplish the police mission.
- 12. The Sergeant is responsible for coordination of training for all personnel assigned to his/her shift.
- 13. The Sergeant will see that all training is approved by the Sheriff or Undersheriff prior to scheduling and enrollment of Deputies. The Sergeant will coordinate with the Sergeant, all

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training seminars and schools for members of the shift. He/she will assist in enrollment and scheduling of absences for training.

Deputy Sheriff:

Deputies are responsible for answering calls for service, enforcing criminal laws, enforcing traffic and parking laws, taking and investigating citizen complaints of criminal activity and such other duties as may be required to accomplish the police mission.

- 1. Deputies will aggressively patrol Pittsburg County in an effort to reduce criminal activity and control traffic violations through the police presence.
- 2. Deputies will issue traffic citations to violators when necessary, and will when necessary, appear in court to testify about the citation.
- Deputies will make arrests for criminal activity as necessary, and will make complete and
 accurate reports as required by the Department, their supervisors, the courts, and other legal
 authority.
- 4. Deputies will testify in court when necessary about arrests and/or investigations they may have knowledge of, or are involved in.
- 5. Deputies will participate in criminal investigations as necessary, in evidence collection, in preparing and submitting reports as required, in care of prisoners, in escorts, in public relations, in protection of evidence, in filing charges, booking of prisoners, assisting dispatch, and any other function which may properly be required for the accomplishment of the police mission, and Department's goals.
- 6. Deputies will get as much information as possible when doing a report, I.E. who, what, when, where, why, and how. Deputies will also get current addresses and phone numbers for report.
- 7. If a Deputy is assigned a call that requires a report, the Deputy will investigate and make every effort possible to track down leads and solve the case. Once this is done, it will be reviewed by the shift Sergeant or Undersheriff for approval, to see if there are any other investigations to be done.
- 8. If a Deputy makes an arrest, they will make every effort to do the report and probable cause affidavit before they go home from that shift.
- 9. All other reports can be completed before the Deputy goes on days off, as long as there is enough information on the log or narrative of the report, so we know what is going on with the case.

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- 10. All Deputies will fill out logs accurately describing what they did on a call that they were dispatched to, I.E. names of people dealt with, circumstances of call and final disposition of call.
- 11. Deputies or any other members of the Department will not speak to news media or release any statement without the permission of the Sheriff or Undersheriff.

Investigators/Narcotics Division:

Deputies assigned to Investigations/Narcotics Division will hold the rank of Sergeant, within the Sheriff's Office. Investigators will investigate criminal acts reported to the Pittsburg County Sheriff's Office, and report the results of these investigations to the proper authorities for filing of criminal charges or other proper disposition.

- 1. Investigators will conduct thorough and complete investigations, and prepare and present reports for filing of criminal charges or other disposition with prosecutors.
- 2. Whenever called upon, investigators will assist Deputies in their initial investigations, and with crime scene processing.
- 3. When investigators are on call, and notified to return to duty, they will respond in a timely manner.
- 4. Investigators will process crime scenes, testify in court, make arrests, transport prisoners, book prisoners, collect evidence, interview witnesses and victims, obtain arrest warrants, write or assist in writing search warrants, and participate in any other activity or perform any other duty which may be properly required to accomplish the police mission.

Dispatchers:

A Dispatcher is responsible for receiving emergency and non-emergency calls from the public, assessing the situation, determining the appropriate response, and dispatching Deputies and EMS to the scene by utilizing radio communication and computer systems, essentially acting as the first point of contact for people requiring law enforcement assistance; they must be able to quickly gather critical information from callers while remaining calm and professional in high-pressure situations.

- 1. Interviewing callers: Gathering details about the incident, including the type of crime, suspect description, location, and potential threats.
- 2. Prioritizing calls: Assessing the severity of each situation to determine the appropriate response level and dispatch priority.

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- 3. Dispatching units: Sending the most suitable police units to the scene based on the information gathered.
- 4. Monitoring officer locations: Tracking the status and availability of police officers on duty to optimize response times.
- 5. Radio communication: Relaying information to officers on the scene and receiving updates on the situation.
- 6. Maintaining logs and records: Documenting all calls received, actions taken, and relevant details in computer-aided dispatch (CAD) systems.
- 7. Providing instructions to callers: Giving basic safety advice or instructions to callers in emergency situations when appropriate.
- 8. Coordinating with other agencies: Collaborating with fire departments, EMS, and other emergency services as needed

Jail Administrator:

Assisting the Sheriff and Undersheriff with the management and supervision of jail personnel insuring compliance with Procedures of the Pittsburg County jail and the Oklahoma Jail Minimum Inspection Standards.

- 1. The Jail Administrator sets in on oral boards for the selection and hiring of new Jailers and is in the chain for selecting new Jailers once their background investigations are completed.
- 2. The Jail Administrator is responsible for supervising six employees on four different shifts and is subject to call 24 hours a day. Ensures that new employees receive required training and evaluations during the probationary period and further ensures permanent employees receive the required annual training, evaluations, and required yearly medical tests.
- 3. Must know and be able to perform all tasks of the Jailer, as the Jail Administrator may have to serve in the capacity as a Jailer officer in emergencies, or in the absence of regularly scheduled jail sergeant.
- 4. Coordinates maintenance and needed repairs with the County Commissioners and Facility Maintenance.
- 5. Coordinates with the District Attorney and Court Clerk on charges that must be billed to the prisoner once he/she is released from custody.
- 6. Ensures that the jail provides priority support for the operation of the Sheriff department.
- 7. Ensures strict control of all prisoner property received and stored in the jail facility.

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- 8. Reviews all reports, records and time sheets completed by Jailers to ensure they are in compliance with department policy and procedures.
- 9. Review, update and disseminate jail policies and procedures.
- 10. Ensure that all staff comply with all laws that regulate the operation of the jail facility and the care of the prisoners, to include the care and feeding of prisoners.
- 11. Ensures that Jailers are scheduled for and receive their annual training to maintain their certification as Jailers
- 12. Coordinate with deputies and staff to ensure that adequate service has provided them by the jail.
- 13. Coordinate with the State Jail Inspector to ensure any discrepancies found in the jail are quickly fixed and that the jail staff follows the State Jail Inspection standards.
- 14. Controls the dissemination, maintenance and release of all records pertaining to prisoners and the operation of the jail.
- 15. Maintains an inventory of all assigned office furniture, computers, etc., cleaning and maintenance items, food items, uniforms, mattresses, hygiene supplies, laundry supplies, and reorders when necessary.
- 16. Monitors inmate health and activity for the protection of all inmates and staff and arrange for medical care as appropriate. Ensures that prisoners receive medical attention upon request and Ensures that medication is purchased for sentenced prisoners, and that the medication is administered as directed. Ensures that the jail facility is maintained in a clean and sanitary manner to include care of clothing, bedding, and cell conditions.
- 17. Reviews jail grievances and medical requests according to procedures.
- 18. Shall take charge of the Jail Facility during emergencies is the absence of other officers.
- 19. Responsible for the proper security of the jail facility in preventing unauthorized entry or exit of the facility by inmates or visitors.
- 20. Responsible for insuring that trustees are utilized to work around Sheriff department, painting, cleaning, washing patrol units, and picking up trash around the County Jail Complex.
- 21. Give tours of the jail facility to other officials, citizens, schools, day care centers, etc.

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Jail Lieutenant:

The Jail Lieutenant will be responsible for assisting the Jail Administrator with management and supervision of jail personnel insuring compliance with Procedures of the Pittsburg County jail and the Oklahoma Jail Minimum Inspection Standards. The Jail Lieutenant will also be responsible for assisting the Jail Sergeant in managing the jail facility on their respective shifts. The Jail Lieutenant will be responsible for but not limited to the following:

- 1. Shall ensure that the jail is sufficiently manned at all times during their assigned shift.
- 2. Shall determine the immediacy of any operational problems that occur during their shift and address or report them accordingly.
- 3. Shall report in writing to the Jail Administrator the following:
 - ♦ Any identified jail personnel problem.
 - ♦ Suggestions for procedural changes for the jail facility.
 - ♦ Exceptions that they have made in jail procedures.
 - ♦ Specific actions taken to address problems requiring their immediate attention.
 - ♦ Recommendations for disciplinary action or commendations.
- 4. Shall be responsible for the direct supervision and control of the jail in the absence of the jail Sergeant and will make recommendations concerning Detention officers evaluations and will assist the Jail Administrator in accomplishing specific tasks as needed.
- 5. Will communicate and coordinate with the jail sergeant any action taken or needed to be taken to ensure the jail facility is in compliance with the policies and procedures of this department and the minimum jail standards for Oklahoma jails.
- 6. Shall forward all correspondence and sheriff reports concerning jail operations to the Sheriff.
- 7. Will make necessary recommendations to the Sheriff to ensure the jail is operating safely and efficiently at all times.
- 8. Shall take charge of the jail facility during emergency conditions when the jail sergeant is absent.
- 9. Will be responsible for the In-house commissary.

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Jailers:

A County Jailer is responsible for the day-to-day supervision and security of inmates within a county jail, including tasks like booking new inmates, conducting cell searches for contraband, monitoring inmate behavior, enforcing jail rules, maintaining logs, and ensuring the safety of both inmates and staff, all while adhering to established correctional procedures and legal guidelines.

- Inmate Intake and Processing: Receiving and booking new inmates into the jail, including taking personal information, conducting searches, and documenting details. Verifying court orders and processing paperwork related to inmate status.
- Security and Supervision: Continuously monitoring inmate behavior within the jail facility to maintain order and prevent disturbances. Conducting regular cell searches to detect contraband. Responding to inmate emergencies and disturbances, utilizing appropriate deescalation techniques.
- 3. Daily Operations: Distributing meals and medications to inmates.
- Supervising inmate work details and activities. Facilitating inmate visitation and communication with legal counsel. Maintaining accurate records and logs of inmate activity.
- 5. Enforcement of Jail Rules: Enforcing jail rules and regulations, issuing disciplinary actions when necessary. Addressing inmate grievances and complaints.
- 6. Transportation and Court Appearances: Escorting inmates to court appearances and medical appointments

Administrative:

1. Administrative Assistant to the Sheriff:

- a. Job duties are at the discretion of the Sheriff. Job duties may include but are not limited to:
 - i. Payroll
 - ii. Purchasing and Receiving
 - iii. Billing
 - iv. Sheriff's sales
 - v. Deposits
 - vi. Sex Offender Registration
- vii. Clerical

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2. Administrative Assistant to the Jail

- a. Job duties are at the discretion of the Sheriff. Job duties may include but are not limited
 - i. Jail Billing
 - i. Federal
 - ii. Tribal
 - iii. Municipal
 - iv. D.O.C.
 - ii. Purchasing and receiving
 - iii. Jail Deposits
 - iv. Processing Judgment and Sentencings
 - v. Transport Scheduling
 - vi. Court Minutes
- vii. Jail Logs
- viii. Clerical

3. Front Desk Secretary

- a. Job duties are at the discretion of the Sheriff. Job duties may include but are not limited to:
 - i. Phone Reception and Screening
 - ii. Scheduling for the jail
- iii. Fingerprinting
- iv. Jail Logs
- v. Court Minutes
- vi. Clerical

CHAPTER 3: DISCIPLINE & PROMOTION

SECTION 1: MAINTENANCE OF EFFECTIVE DISCIPLINE

The maintenance of effective discipline is essential in a law enforcement agency, to control its performance and promote efficiency, and the satisfactory attainment of the police mission. It shall be required that all members of the Pittsburg County Sheriff's Office will obey and follow the Rules and Regulations of the Department, and conduct themselves in a proper manner which promotes the goals of the Department, and furthers the interests of Pittsburg County.

The following rules and procedures have been established, in order to protect every employee in the proper performance of his/her duties, so that supervisors may take proper steps to enforce the Rules and Regulations prescribed by the Department, and so that supervisors and administration may effectively correct conduct and accomplish suitable discipline.

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SECTION 2: DEFINITION OF DISCIPLINE

Discipline is an action that forces or prompts an individual or group to observe rules, regulations, and procedures that are deemed necessary to the attainment of an objective.

SECTION 3: VIOLATION OF RULES AND REGULATIONS

Each member of the Pittsburg County Sheriff's Office shall be subject to disciplinary action for violation of the Rules and Regulations as set forth in this manual, or for any of the other rules, regulations, general or special orders of the Sheriff's Office, or other County policies which may be properly applied to the employee's position within the Sheriff's Office. No rules of conduct can be established which can be specifically applied to all cases arising from the general discharge of police duties, or applied to the activities of the individual employee. For this reason, any act or omission contrary to good order, or contrary to the goals and mission of the Department will be grounds for disciplinary action.

SECTION 4: DISCIPLINARY ACTIONS

These Rules and Regulations have been established in order to protect members of the Department while in the proper performance of their duties. Complaints, grievances, or alleged misconduct will be fully and fairly investigated and considered. Supervisors and administrators shall take proper steps to enforce these Rules and Regulations, and will effectively correct misconduct and accomplish suitable discipline. In the event that a supervisor observes, or is made aware of misconduct by a member of a different shift/division than that to which the supervisor is assigned; he/she may make on the spot corrections, and shall make the employee's supervisor aware of the situation for follow-up investigation and disciplinary action if necessary.

Members of the Pittsburg County Sheriff's Office will not be disciplined for doing their job properly, impartially, and in accordance with these Rules and Regulations. The tenure of office of every employee shall be during good behavior. Any employee may be terminated, demoted, suspended, or demoted and suspended at the discretion of the Sheriff.

Causes for termination, demotion, or suspension will normally be the for following reasons, but are not necessarily limited only to those listed herein: fraud in securing appointment, incompetence, inefficiency, inexcusable neglect of duty, physical or mental disability, insubordination, dishonesty, drunkenness, intemperance, addiction to narcotics or other drugs, use of marijuana or other illegal substances, inexcusable absence without leave, conviction of a felony or serious misdemeanor, mistreatment of the public or other employees, willful

disobedience, political activity while in uniform or on duty, or violations of State Statutes. (Minor misdemeanor traffic violations shall not be cause for severe disciplinary actions unless these violations become habitual.)

SECTION 5: AUTHORITY FOR DISCIPLINARY ACTIONS

Ranking supervisors may give the following disciplinary actions for cause:

- 1. Sergeants may give on the spot corrections, verbal reprimands, and make recommendations for more severe disciplinary actions. All verbal reprimands will be documented and turned into the Undersheriff.
- 2. The Undersheriff may give verbal reprimands, written reprimands, involuntary transfers within the department, suspension without pay up to three days, and make recommendations for more severe disciplinary actions.
- 3. The Sheriff may give verbal reprimands, written reprimands, involuntary transfers within the Department, suspension without pay, demotion in rank, loss of seniority, and termination. All Pittsburg County Sheriff's Office Employees are "at will" employees and may be terminated by the Sheriff at any time if he feels that their services are no longer needed for the betterment of the Office.

SECTION 6: REQUIREMENTS/PROCEDURES FOR PROMOTION

Training, experience, qualifications and job performance will be taken into consideration. Members of the department wanting to promote will submit a letter, for the opening, saying why they think they are most qualified for the position. The Undersheriff and Sheriff, will then meet for discussion. The Sheriff will then make the final decision on the promotion.

CHAPTER 4: HOURS OF DUTY/ATTENDANCE

SECTION 1: HOURS OF DUTY

- 1. Members of the Department shall have regular hours assigned to them for active duty each day, and when not so engaged, they shall be considered off-duty.
- 2. Members of the Department shall always be subject to duty as needed and shall take proper police action in the event of a felony committed in their presence.

SECTION 2: REPORTING FOR DUTY

- 1. Members of the Department shall be punctual in reporting for duty at the time and place designated by their supervisors.
- 2. Habitual failure to report promptly at the time directed shall be deemed neglect of duty.
- 3. Members of the department will be in service and readily available for calls inside Pittsburg County at the beginning of their assigned shift. Members will travel to the department as soon as possible, in order to brief themselves on the information needed to perform their duty assignments, unless assigned a call, or acting upon a traffic violation.
- 4. Members of the department will remain within Pittsburg County during their assigned shift, be readily available for calls and will not leave Pittsburg County unless it is hot pursuit or member gets supervisors permission.

SECTION 3: LEAVE WITHOUT PAY

- 1. No member of the Department shall be absent from duty without proper leave, or shall be absent without permission.
- 2. A full-time permanently employed member of the Department may be granted a "Leave of Absence" without pay for a period not to exceed one year; by reason of sickness, disability, or other good and sufficient reasons; which are considered to be in the best interest of the Pittsburg County Sheriff's Office.

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- 3. Members of the Department may be required to take leave without pay as a means of disciplinary action, when good and sufficient reason exists to warrant such discipline.
- 4. Using LWOP due to not having Vacation, Comp, or Holiday will not be tolerated and could result in termination (exludes military leave).

SECTION 4: SICK LEAVE

- 1. Any member of the Department who must be off duty due to illness or injury shall report the fact to his/her supervisor immediately. The Department member must give the supervisor circumstances relative to the absence.
- 2. No member of the Department shall feign sickness or injury or deceive any representative of the Department as to his/her actual condition.
- 3. Any member claiming to be ill or injured, and absent from duty for three (3) shifts shall furnish his/her Shift Supervisor a physician's certificate stating the kind and nature of illness or injury, and certifying the member is fit for duty.
- 4. When any member of the Department reports to be ill or injured, it shall be the responsibility of his/her supervisor to check with the member to see if any departmental assistance is needed.
- 5. Any member of the Department off duty on sick leave shall notify his/her Shift Supervisor as to where he/she may be contacted, this to include an address and phone number.
- 6. Employees who are required to be off duty due to illness or injury not sustained while on duty shall use their accrued Sick Leave. In the event that a Department member has no sick leave accrued, he/she will be carried "Leave Without Pay".

SECTION 5: LEAVE WITH PAY

Members will fill out a leave request and give it to their supervisor 2 weeks before the requested time off. You must receive confirmation that your request has been approved before taking off.

If a member of the department has less than 36 hours of time saved, their request of leave could be denied.

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Authorized leave with pay not charged as vacation or sick leave may be granted by the Sheriff or Undersheriff for the following reasons:

- 1. Leave with pay is not authorized for appearance in court, either as a member of the jury, or when required to appear as a witness.
- 2. Leave with pay is not authorized for court appearances when the employee is appearing on his/her own behalf in a civil suit, wherein he/she is plaintiff, or is a paid witness.
- 3. Leave with pay is not authorized for court appearances when the employee is appearing on his/her own behalf while involved in divorce proceedings.
- 4. Leave with pay is not authorized when the employee is a defendant in a civil suit not related to his/her employment with the Pittsburg County Sheriff's Office.
- 5. For attendance of officially authorized meetings, where the good of the Pittsburg County Sheriff's Office is involved.
- 6. For active duty in any branch of the Armed Forces as set forth in Pittsburg County Personnel Rules.
- 7. All leave with pay except authorized sick leave, vacation, compensatory time, or approved holiday time, must be applied for in advance, and favorably recommended by the Sheriff.
- 8. The Sheriff or Under Sheriff may schedule members of the Department time off with pay, to reduce holiday time, comp time or vacation time on the books.

SECTION 6: BREAKS

- 1. Deputies will not take a break for at least one hour after coming on duty.
- 2. The number of Deputies taking a break at any given time will be left to the discretion of the shift Supervisor. It will also be the shift Supervisor's discretion as to the number of Deputies and units breaking at any one location.
- 3. Shift Supervisors will monitor the number of Deputies out on break, and see that an adequate number of Deputies are left available at all times to answer calls for service.

SECTION 7: HOLIDAYS

- 1. The Pittsburg County Commissioners and members of the Pittsburg County Election Board shall designate and publish between the 1st and 20th of January each year which holidays the County Offices will be closed. The Pittsburg County Sheriff Office will also observe these dates as designated holidays for all administrative and clerical Sheriff Office employees.
- 2. Employees that work rotations (Sun thru Tues, or Wed thru Fri, and every other Saturday, will accrue the time on the actual holiday. For instance, if the holiday falls on a Sunday, but the County observes it on a Monday, the employee that worked Sunday will accrue the time.
- 3. If any member of the Pittsburg County Sheriff's Office is scheduled to work on the designated holiday, that employee will accumulate an hour of holiday time for every hour they are scheduled to work.
- 4. If an employee is not scheduled to work on the designated holiday, the employee will not accrue any holiday hours. If holiday time is accrued, the employee shall schedule that time off within the fiscal year (July 1st of the current year to June 30th of the next).
- 5. If the holiday time is not taken off within sixty days, a supervisor may schedule the time off for the employee at the supervisor's discretion.
- 6. All Holiday time accrued, shall be used during the fiscal year it was accrued, and accrued holiday time will not be carried over into the next fiscal year.

CHAPTER 5: GENERAL INSTRUCTIONS

SECTION 1: ACCEPTING ORDERS

1. Members of the Pittsburg County Sheriff's Office will accept and obey all lawful orders and instructions from their supervisors, which pertain to the performance of duty. A lawful order is any order issued by a ranking supervisor, in keeping with the performance of any duty

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prescribed by law or rule the Department, or for the preservation of order, efficiency, and proper discipline.

2. Any member or the Pittsburg County Sheriff's Office given any special instructions or orders by anyone; except their supervisor, will immediately acquaint their supervisor with the instructions or orders, and the circumstances under which it was received.

SECTION 2: FAIR ENFORCEMENT OF THE LAW

Members of the Pittsburg County Sheriff's Office will conduct themselves in a fair and impartial manner, and shall not show favoritism in the performance of their duties. Members of the Pittsburg County Sheriff's Office will not exempt anyone from arrest by virtue of threats, payoffs, bribes, or any other improper or unlawful consideration.

Any member of the Pittsburg County Sheriff's Office who is threatened in any way (to include loss of job) will report it immediately to his/her supervisor. The supervisor will make a report of the circumstances to the Sheriff for proper disposition.

SECTION 3: PERSONAL USE OF EQUIPMENT AND PROPERTY

The equipment and property of the Pittsburg County Sheriff's Office is for official use only. Such property shall be used for police work only. Personal use of police equipment is prohibited. This shall include uniforms, police vehicles, and the police teletype/communications systems.

SECTION 4: ACCEPTING DISPATCHES/CALLS

- 1. Deputies of the Pittsburg County Sheriff's Office are to respond immediately to calls dispatched by the Dispatcher.
- 2. Deputies and Dispatchers will not argue over calls.
- 3. Members of the Pittsburg County Sheriff's Office will not argue on the radio.
- 4. In the event that a Deputy is absolutely unable to comply when a call is dispatched with him/her, the Deputy will immediately notify the Dispatcher so that another Deputy may be dispatched.

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When a Deputy reports that he/she is unable to answer a call as ordered by the Dispatcher, the supervisor shall be notified. The supervisor shall find out why the Deputy was unable to respond, and take appropriate action.

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SECTION 5: UNIFORMS/GROOMING

- 1. All members of the Patrol Shifts will wear the police uniform when on duty, unless directed to do otherwise by the Sheriff or Shift Supervisor for a special duty assignment.
- 2. Deputies on "light duty" or "restricted duty" due to medical reasons or injury may be exempt from wearing the uniform by permission of the Sheriff or Shift Commander.
- 3. No part of the police uniform will be worn unless the complete uniform is worn. Deputies will not wear uniform jackets with police badges and shoulder patches over non-uniform street clothes.
- 4. Deputies will maintain uniforms in good repair. Uniforms are to be kept clean and well pressed. Rips or tears are to be kept repaired, and buttons are to be replaced if lost.
- 5. Badges and collar brass are to be kept neat and polished. Worn collar brass is to be replaced.
- 6. Uniform footwear must coordinate with color and style approved by the Sheriff. They must be kept clean. Scuffed and badly worn boots or shoes are not acceptable and must be replaced.
- 7. Deputies on duty will maintain a neat and well-groomed appearance.
- 8. <u>Haircuts/Male Department Members:</u> Male employees will have their hair properly groomed as follows:
 - a. Hair may be worn over the upper one-half of the ear in a neatly trimmed fashion.
 - b. Hair at the back of the neck will be kept trimmed in an even and tapered fashion and will not extend over the shirt collar.
 - c. Hair on top of the head will not be overly long and will be combed or brushed neatly.
- 9. <u>Haircuts/Female Department Members:</u> Female employees will have their hair properly groomed as follows:

- a. Hair must be always kept neat and clean.
- b. Coloration cannot be such as to draw attention or be a hazard.
- c. Ornaments and decorations cannot be such as to draw attention or be a hazard.

10. Facial Hair: Rules pertaining to facial hair are as follows:

- a. Members will be neatly shaven for each shift.
- b. Mustaches will be permitted but will be kept neat and trimmed.
- c. Goatees will be permitted as long as they are neatly trimmed
- d. Beards will be permitted as long as they are kept trimmed and must be neat and clean at all times.
- e. Sideburns will be kept neatly trimmed close to the face.

CHAPTER 6: FIREARMS

SECTION 1: PURPOSE OF CHAPTER

To establish standards for the selection, issuance, carrying, discharge, and qualification of firearms by deputies of the Pittsburg County Sheriff's Office.

SECTION 2: AUTHORIZED FIREARMS

- 1. Deputies shall carry only department-issued or department-approved firearms while on duty.
- 2. Privately owned firearms may be authorized for off-duty carry only with prior written approval by the Sheriff.
- 3. Modifications to department firearms require written permission from the Sheriff.

SECTION 3: CARRYING REQUIREMENTS

1. On-Duty Carry: Deputies shall carry authorized firearms at all times in a secure holster when on duty/off duty in uniform.

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- 2. Off-Duty Carry: Deputies may carry authorized firearms off duty when: a. They have met department qualification standards; b. The weapon is concealed and secure; c. They adhere to all state and federal laws regarding off-duty carry.
- 3. Deputies shall not carry firearms while consuming alcoholic beverages.

SECTION 4: APPLICATION OF DEADLY FORCE

- 1. Deputies may use deadly force only when objectively reasonable and necessary to: a. Protect themselves or others from what is reasonably believed to be an imminent threat of death or serious bodily injury; b. Prevent the escape of a fleeing felon who presents an imminent threat of death or serious bodily injury.
- 2. Deputies shall base their actions on facts perceived at the time, not on information discovered later.

SECTION 5: RESTRICTIONS ON DISCHARGING FIREARMS

1. Firearms shall not be discharged: a. At a person for non-felony offenses; b. At a moving vehicle unless: i. An occupant poses an imminent threat of death or serious injury; and ii. No reasonable alternative exists. c. Warning shots are prohibited.

SECTION 6: FIREARMS INCIDENT INVESTIGATIONS

- 1. Any intentional discharge, except at a range or in training, requires a thorough investigation.
- 2. The immediate supervisor shall secure the scene and evidence.
- 3. An uninvolved commanding officer or outside agency shall conduct or oversee the investigation.
- 4. Deputies involved shall submit a firearms discharge report within 24 hours.

SECTION 7: QUALIFICATION AND TRAINING

- 1. Deputies must qualify biannually with their primary handgun and annually with secondary weapons (rifles, shotguns).
- 2. Qualification courses shall meet or exceed Oklahoma CLEET standards.
- 3. Deputies shall receive firearms safety and legal update training annually.

CHAPTER 7: DEPUTY VEHICLE OPERATIONS

SECTION 1: PURPOSE AND INTENT

Recognizing the inherent risks in vehicle operations, this chapter provides uniform rules governing startup, routine operation, emergency responses, and vehicle pursuits to maximize safety and minimize liability.

SECTION 2: STARTUP PROCEDURES

- 1. Pre-Shift Inspection: Deputies shall inspect vehicles before each shift, ensuring:
 - a. Functional lights, signals, brakes;
 - b. Proper fluid levels (oil, coolant, brake, transmission, wiper);
 - c. Tire condition and pressure;
 - d. Operational emergency equipment (sirens, light bars, radios);
 - e. Secure loose items inside the vehicle.
- 2. Reporting Deficiencies: Any defects or hazards discovered shall be immediately reported and the vehicle removed from service until repaired.

SECTION 3: NON-EMERGENCY OPERATIONS

- 1. Compliance: Deputies shall obey all traffic laws, signals, and speed limits when not responding to emergencies.
- 2. Parking: When parking in non-emergency mode, deputies shall adhere to traffic and parking regulations unless circumstances warrant otherwise.

SECTION 4: SEAT BELTS

All occupants shall wear seat belts and shoulder restraints at all times in county vehicles.

SECTION 5: CODE DESIGNATIONS

- 1. Code 1 (Routine): No use of siren or red lights; standard traffic compliance.
- 2. Code 3 (Emergency): Use of both emergency lights and siren when responding to incidents with potential for serious harm.
- 3. Code Criteria: Deputies shall activate Code 3 only when there is an articulable belief of serious risk to life or property.

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SECTION 6: EMERGENCY DRIVING

- 1. Risk Assessment: Deputies must continuously evaluate road, weather, and traffic conditions.
- 2. Intersection Protocols: Deputies may proceed through red lights or stop signs only after reducing speed and ensuring clear passage.
- 3. Speed Relative to Conditions: Deputies may exceed speed limits when reasonably necessary but must maintain control and avoid endangering the public.

SECTION 7: VEHICLE PURSUITS

- 1. Pursuit Authorization: Pursuits are authorized when deputies have probable cause to believe the suspect committed a violent felony or poses an imminent threat to public safety.
- 2. Factors to Consider: Before initiating or continuing pursuit, deputies must weigh:
 - a. Severity of offense;
 - b. Risk to public, officers, and suspect;
 - c. Vehicle and officer capabilities;
 - d. Traffic, weather, and geographical conditions;
 - e. Identification of suspect for possible later apprehension.
- Tactics: Pursuit intervention tactics (PIT, stop sticks, ramming) require specialized training and shall be employed only when deadly force criteria are met and no safer alternative exists.
- 4. Supervisor Role: A supervisor shall monitor all pursuits, assess ongoing risk, and may order termination at any time.
- 5. Termination Criteria: Pursuits shall be terminated if:
 - a. Identity of suspect is known and safe apprehension is feasible later;
 - b. Risk to public outweighs benefit of immediate stop;
 - c. Directed by supervisor or policy.

SECTION 8: PURSUIT DOCUMENTATION AND REVIEW

- 1. Report Requirements: Deputies involved shall complete a pursuit report detailing cause, progress, tactics used, and termination rationale.
- 2. Command Review: The shift supervisor shall review all pursuit reports for policy compliance and training needs.

SECTION 9: MOTOR VEHICLE STOPS

- 1. Reasonable Suspicion: Deputies shall have articulable facts to justify a stop.
- 2. Safe Location: Deputies shall select a location that maximizes safety for all parties.

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3. Approach: Deputies should use appropriate cover and positioning, and request backup when necessary.

CHAPTER 8: JURISDICTION LIMITATIONS

SECTION 1: DEPUTIES LEAVING PITTSBURG COUNTY

It is recognized that, from time to time, deputies of the Pittsburg County Sheriff's Office may be required to leave Pittsburg County to conduct legitimate law enforcement functions. Deputies shall remain within Pittsburg County unless:

- a. Authorized to leave by the Sergeant, Undersheriff, or Sheriff; and
- b. Performing official police business only.

SECTION 2: RULES PERTAINING TO JURISDICTION LIMITATIONS

- 1. The Shift Commander may authorize deputies to assist other law enforcement agencies and temporarily operate outside county limits, provided such assistance does not compromise the safety of Pittsburg County citizens.
- 2. Prior to leaving Pittsburg County, deputies shall obtain permission from the Shift Sergeant, Undersheriff, or Sheriff and notify dispatch for recording purposes when practical.
- 3. Criminal Investigations and Patrol Division deputies may, with proper permission, leave county limits to investigate offenses, pursue suspects in fresh pursuit, or respond to emergencies as prescribed by law.
- 4. All requests for assistance, emergencies, or offenses outside the county must be documented, and the agency having jurisdiction shall be notified.
- 5. Deputies and supervisors authorizing travel outside Pittsburg County are accountable to the Sheriff for all actions taken beyond county borders.

CHAPTER 9: RESPONSE TO RESISTANCE (USE OF FORCE)

SECTION 1: PURPOSE OF CHAPTER

To establish guidelines for the use of force by deputies of the Pittsburg County Sheriff's Office. Force employed shall be objectively reasonable, legally justified, and proportional to the subject's resistance and the deputy's lawful objectives.

SECTION 2: DEFINITIONS

- 1. **Deadly Force** Force that creates a substantial risk of death or serious bodily injury.
- 2. Non-Deadly Force Force unlikely to cause serious bodily injury or death.
- 3. **Imminent Threat** A threat perceived as immediate, requiring urgent action to prevent harm.
- 4. **Serious Bodily Injury** Injuries that create a substantial risk of death, permanent disfigurement, or protracted impairment.
- 5. **Resistance** The subject's opposition to lawful authority, ranging from passive noncompliance to active physical aggression.

SECTION 3: LEGAL STANDARD

All force shall be evaluated under the Fourth Amendment's objective reasonableness standard as defined in Graham v. Connor. Deputies must consider:

- a. Severity of the offense;
- b. Immediate threat to deputies or others;
- c. Actively resisting arrest or attempting flight.

SECTION 4: AUTHORIZED FORCE OPTIONS

Deputies may employ force options consistent with training and policy, including:

- 1. Officer presence and verbal commands;
- 2. Control holds and physical restraint;
- 3. Oleoresin Capsicum (OC) spray;
- 4. Conducted Energy Weapons (CEWs);
- 5. Impact weapons;
- 6. Firearms (deadly force).

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The minimum amount of force necessary shall be chosen to effectively resolve the incident.

SECTION 5: RESPONSE TO RESISTANCE CONTINUUM

Force options are not sequential steps but a range of responses. Deputies may deploy any level of force reasonably necessary to counter the subject's resistance or aggression.

SECTION 6: USE OF DEADLY FORCE

Deputies may use deadly force only when:

- a. To protect themselves or others from an imminent threat of death or serious bodily injury; or
- b. To prevent the escape of a fleeing felon who poses an imminent threat of death or serious bodily injury.

SECTION 7: RESTRICTIONS ON SHOOTING AT VEHICLES

Discharging a firearm at or from a moving vehicle is prohibited unless:

- a. An occupant poses an imminent threat of death or serious bodily injury; and
- b. No reasonable alternative exists to prevent the threat.

SECTION 8: CEW AND OC SPRAY USE

Deputies issued CEWs or OC spray must:

- 1. Complete agency-approved training and certification annually;
- 2. Use devices per policy and manufacturer guidelines;
- 3. Limit applications and reassess continuously;
- 4. Provide or request medical aid post-deployment.

SECTION 9: MEDICAL AID

After any use of force resulting in, or likely to cause, injury, deputies shall render or request medical assistance and monitor the subject's condition.

SECTION 10: SUPERVISOR REVIEW

All uses of force require:

- 1. Prompt reporting to an uninvolved supervisor;
- 2. A review of reports, video, and evidence;
- 3. Policy compliance determination and training or corrective recommendations;
- 4. Documentation of serious incidents for administrative and legal review.

SECTION 11: TRAINING AND ANNUAL REVIEW

This policy shall be reviewed annually. Deputies shall receive yearly training in:

• Use-of-force legal standards;

- De-escalation techniques;
- · Agency force policies.

CHAPTER 10: GENERAL INSTRUCTIONS

SECTION 1: CONFORMITY TO RULES AND REGULATIONS

All members shall obey all lawful orders, policies, and directives of the Pittsburg County Sheriff's Office. Failure to do so may result in disciplinary action per Chapter 3: Discipline.

SECTION 2: GENERAL DISCHARGE OF DUTIES

Deputies shall perform assigned duties in a professional, courteous, and impartial manner, consistent with departmental values and applicable law.

SECTION 3: HARMONY AND COOPERATION

Members shall maintain good working relationships, support teamwork, and resolve conflicts through proper chain of command.

SECTION 4: REPORTING PERSONAL INJURY TO PERSONNEL

Any duty-related injury or illness must be reported immediately to a supervisor and recorded per department medical and workers' compensation procedures.

SECTION 5: REPORTING DAMAGE TO COUNTY PROPERTY

Damage to county vehicles, equipment, or facilities shall be reported immediately. Deputies shall complete an incident report and facilitate repairs or replacement.

SECTION 6: WRITTEN REPORTS

All deputies are responsible for submitting accurate, complete, and timely reports as required by law and department policy. Reports shall be legible, factual, and submitted per established deadlines.

SECTION 7: PERSONNEL INFORMATION AND SECONDARY EMPLOYMENT

For guidelines on secondary and off-duty employment, refer to CHAPTER 11: Secondary Employment and Off-Duty Conduct. Changes in personal information (address, telephone, dependents) must be reported to the Records Unit.

SECTION 8: DEPARTMENTAL INVESTIGATIONS AND RECORDS

Internal Affairs investigations shall follow CHAPTER 12: Internal Affairs Investigations. All official correspondence, orders, and records shall be maintained in compliance with Oklahoma records retention statutes.

SECTION 9: UNAUTHORIZED CORRESPONDENCE AND COMMUNICATIONS

No member shall issue public statements or correspond in an official capacity without prior approval of the Sheriff or his designee. Social media use shall comply with department guidelines.

CHAPTER 11: SECONDARY EMPLOYMENT AND OFF-DUTY CONDUCT

SECTION 1: PURPOSE

To establish guidelines for deputies engaging in secondary (off-duty) employment and to define the proper exercise of law enforcement authority while off-duty.

SECTION 2: DEFINITIONS

- 1. Regular Off-Duty Employment Any employment not requiring the use or potential use of law enforcement powers.
- 2. Extra-Duty Employment Any off-duty employment conditioned on the actual or potential use of an officer's law enforcement authority.

SECTION 3: ELIGIBILITY AND APPROVAL

- 1. Deputies must be in good standing—no pending disciplinary actions—to apply.
- 2. Written prior approval from the Sheriff or Undersheriff is required before beginning any secondary employment.
- 3. Applications must include employer name, address, hours, duties, and use of any department equipment.
- 4. Approval must be renewed annually.

SECTION 4: WORK HOUR LIMITS

1. Deputies shall not exceed a combined total of sixteen (16) hours of on-duty and off-duty work in any 24-hour period.

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2. Deputies shall not work more than sixty (60) hours total in a seven-day period unless approved in writing by the Sheriff.

SECTION 5: STANDARDS OF CONDUCT

- 1. Deputies must comply with all department policies, state law, and the Code of Ethics when on secondary employment.
- 2. Department equipment, vehicles, firearms, or uniforms shall not be used in secondary employment without explicit written authorization.
- 3. No secondary employment shall create a conflict of interest or hinder readiness for official duties.

SECTION 6: OFF-DUTY LAW ENFORCEMENT ACTIONS

- 1. Deputies acting off-duty retain their power of arrest but must determine if intervention is necessary and legal.
- 2. Indicators of color of law include wearing any identifiable department item, using department-issued equipment, or identifying as a deputy.
- 3. Off-duty deputies must consider:
 - a. Are they acting in official capacity?
 - b. Are they identifying themselves as law enforcement?
 - c. Are department resources being used?
- 4. Off-duty interventions must be reported immediately to the deputy's supervisor.

SECTION 7: REVOCATION OF APPROVAL

The Sheriff or Undersheriff may revoke secondary employment privileges for:

- a. Violation of department policy;
- b. Conflict of interest;
- c. Exceeding work hour limits;
- d. Any conduct unbecoming a deputy.

CHAPTER 12: INTERNAL AFFAIRS INVESTIGATIONS

SECTION 1: PURPOSE

To establish a standardized process for receiving, investigating, and resolving complaints of misconduct against employees of the Pittsburg County Sheriff's Office.

SECTION 2: TYPES OF COMPLAINTS

- 1. Internal Complaint Originates from within the department.
- 2. External Complaint Lodged by a citizen or outside agency.
- 3. Anonymous Complaint Received without identification of the complainant; investigated on merit.

SECTION 3: ACCEPTANCE OF COMPLAINTS

- 1. Complaints may be accepted verbally, in writing, anonymously, or electronically.
- 2. Supervisors shall document and forward all complaints to the Sheriff or Undersheriff immediately.

SECTION 4: INVESTIGATIVE RESPONSIBILITIES

- 1. The Sheriff, Undersheriff, or designated supervisor shall assign a qualified investigator to each case.
- 2. Serious allegations (e.g., criminal conduct, use of force, civil rights violations) may be referred to an outside agency.

SECTION 5: INVESTIGATIVE PROCEDURES

- 1. Timely, thorough, and objective investigations are required.
- 2. All involved parties may be interviewed and relevant evidence reviewed.
- 3. All complaints and outcomes shall be documented in the official Internal Affairs file.

SECTION 6: NOTIFICATION

- 1. Complainants shall be notified of receipt of the complaint and informed of the outcome upon conclusion.
- 2. Deputies subject to investigation shall be provided a summary of the allegations and afforded the opportunity to respond.

SECTION 7: FINDINGS

Investigative findings shall be classified as:

- 1. Sustained The allegation is supported by sufficient evidence.
- 2. Not Sustained Insufficient evidence to prove or disprove.

- 3. Unfounded Allegation is false or did not occur.
- 4. Exonerated The act occurred but was justified, lawful, or proper.

SECTION 8: CORRECTIVE ACTIONS

Where misconduct is sustained, appropriate action may include:

- a. Counseling or retraining;
- b. Reassignment;
- c. Disciplinary action per Chapter 3.

SECTION 9: CONFIDENTIALITY

All IA investigations shall be confidential. No employee shall release information about an ongoing or closed investigation without authorization.

SECTION 10: RECORDKEEPING

All Internal Affairs records shall be securely maintained in a designated file location, subject to Oklahoma records retention laws.

CHAPTER 13: HOURS OF DUTY / ATTENDANCE

SECTION 1: PURPOSE

To establish guidelines for working hours, reporting expectations, attendance, and related obligations for personnel of the Pittsburg County Sheriff's Office.

SECTION 2: HOURS OF DUTY

- 1. Deputies and personnel shall report to duty as scheduled unless excused by a supervisor.
- 2. Work schedules shall be posted in advance whenever possible.
- 3. Personnel shall be available for duty unless on approved leave.

SECTION 3: REPORTING TIME

- 1. Deputies shall report to their assigned post on time and prepared for duty.
- 2. Late arrival must be communicated to the immediate supervisor.

SECTION 4: ABSENCES

- 1. All absences must be reported and approved by the supervisor.
- 2. Unexcused absences may be subject to disciplinary action.

SECTION 5: OVERTIME

- 1. Overtime must be pre-approved unless in emergency situations.
- 2. Supervisors shall manage and document all overtime hours in accordance with county and department policy.

SECTION 6: SHIFT CHANGES AND NOTIFICATION

- 1. Personnel shall not switch shifts without supervisor approval.
- 2. Requests for schedule accommodations should be submitted in writing with reasonable notice.

SECTION 7: EMERGENCY CALLBACK

- 1. Personnel may be called back for duty in emergencies or operational necessity.
- 2. Failure to respond without valid justification may be subject to review.

CHAPTER 14: PROPERTY AND EVIDENCE MANAGEMENT

SECTION 1: PURPOSE

To ensure the secure collection, handling, storage, and disposition of property and evidence in the custody of the Pittsburg County Sheriff's Office.

SECTION 2: DEFINITIONS

- 1. Evidence Any item collected or received that may be used in the investigation or prosecution of a crime.
- 2. Property Non-evidentiary items taken into custody (e.g., found property, safekeeping items)

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SECTION 3: COLLECTION AND DOCUMENTATION

All evidence/property must be placed in an evidence locker before a deputy ends their shift. Property and evidence will not be stored in a deputy's vehicle or desk. Deputies must include property/evidence in the incident report describing each item and how it came into the agency's possession.

- 1. Separate security measures must be made for storage of "high-risk" items which include:
 - a. Drugs Dual Key system.
 - b. Currency will be placed in the safe.
 - Firearms and ammunition—Dual Key System
 - d. High-value items such as jewelry and watches will be placed in the safe.
- 2. The following items should be tagged under a separate property tag apart from other items in the same case:
 - a. Drugs and drug paraphernalia.
 - b. Cash, checks, negotiable instruments.
 - c. Items which will require laboratory examination such as sexual assault kits.
 - d. Firearms and ammunition.
 - e. Items of high value, such as jewelry, gems and watches.
- 3. All items of evidence must be marked for later identification.
 - a. Deputies should mark the packaging with initials and case number.
 - b. Deputies should mark evidence in a manner that does not damage the item or interfere with laboratory examination.

SECTION 4: PACKAGING OF DRUGS

- 1. Deputies will mark the receptacle containing the narcotics.
- 2. Deputies will weigh all bulk drugs and count dosage unit drugs (tablets, capsules, and vials).

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- 3. Deputies will indicate on the incident report the drug weight or pill count and if the item was weighed with or without the packaging.
- 4. Drugs will be sealed in tamper resistance bags. The deputy shall initial and date and time of the seal. If submitting to lab for analysis an O.S.B.I. submittal sheet filled out and attached to the O.S.B.I. envelopes. The lab will not accept needles.
- 5. Anytime the seal is broken, a report shall be generated, and the evidence shall be resealed and marked in the presence of the person who broke the seal along with a witness.

SECTION 5: CURRENCY

- 1. The currency count must be verified independently by the seizing officer and a second person. Amounts over \$1000.00 require the verification of either the evidence custodian or a sergeant. Both employees verifying the money count shall date and initial the seal in permanent marker.
- 2. The amount of currency shall be recorded by denominations and then totaled and placed in a sealed tamper resistant envelope.

SECTION 6: FIREARMS

- 1. Deputies shall complete a separate property tag for each firearm. The description of the firearm should include:
 - a. Make, model and serial number.
 - b. Type (revolver, rifle, shotgun etc.).
 - c. Caliber.
 - d. Other identifying characteristics.
- 2. The incident report should be completed documenting the source from which the gun was obtained, the date, the time and location.
- 3. Firearms shall be examined to ensure they do not contain live ammunition and rendered safe. Detachable magazines shall be included on the same property tag with the firearm and packaged together.
 - a. A firearm storage box with zip ties will be provided for packaging of firearms involved in a suicide or suspected Homicide.
 - b. Live ammunition shall be packaged separately but kept with the firearm. This information will be added to the incident report to associate the firearm and the

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- ammunition. Live ammunition will not be released with the firearm, this ammunition will be destroyed by the agency.
- c. The firearm should be placed in a gun box and marked unloaded if it is to be submitted to the O.S.B.I. lab for fingerprints, DNA, or other trace evidence.
- d. The serial number will be checked for stolen in the NCIC database.

SECTION 7: FOUND PROPERTY

When a citizen locates found property, state law requires that deputies give the citizen the option of retaining or relinquishing any future claim to the property. There is no legal distinction between found property and potential evidence. If potential evidence cannot be connected to a specific crime it must be handled as found property. 11 O.S. 34-104 (G)

If the found property is not known to be evidence in a crime and the citizen wishes to retain it or to turn it in to the agency, deputies will complete a report and allow the citizen to retain the property. The report will be forwarded to the records section.

SECTION 8: OTHER

- 1. Combustibles: Gasoline, fuels, and other volatile substances cannot be maintained in the property and evidence room. These shall be stored in a ventilated storage building at our agency.
- 2. Sexual Assault Kits shall not be destroyed. Kits will be refrigerated where appropriate.
- 3. Evidence related to solved and unsolved homicides shall not be destroyed.

Due to the importance of these cases, where possible, evidence other than firearms, sexual assault kits, and currency should be stored as one investigate package and segregated from general property.

SECTION 9: CHAIN OF CUSTODY

- 1. No property or evidence will be removed except for official purposes.
- Chain of custody information will be recorded on the property receipt whenever possession changes hands. The receiving employee shall complete the required information, and the receipt shall be signed by both the employee and the property clerk.

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- 3. When the article is returned the reverse procedure shall be performed by the property clerk.
- 4. When employees check out evidence for court, they may be required to leave the evidence with the court. An evidence custody receipt is used to maintain chain of custody and relieve the employee of responsibility for the evidence.
- 5. Where the court does not maintain custody of the evidence the deputy shall return the evidence to the evidence custodian. A deputy is prohibited from maintaining custody of the evidence. It must be turned in to the agency at the end of the day.

SECTION 10: RELEASING PROPERTY

When releasing property to a rightful owner the custodian shall make a photographic copy of the person's identification and obtain their signature on the release which will be scanned into the incident report.

Property in the custody of the agency will be disposed of according to applicable law and court orders. Property that has not been claimed after a case has been cleared will be held for 90 days. After 90 days the property will be disposed, donated, or diverted to the agency.

Stolen property will be returned to the rightful owner when no longer required as evidence.

1. Firearms:

- a. No firearm will be returned to the rightful owner with or without a District Attorney property release. A criminal history check and other appropriate database checks have been completed to determine if the owner would be in violation of law to possess a firearm. No firearm should ever be returned to the owner who is prohibited from lawful possession. Note that appropriate checks were completed prior to return should be documented in the evidence management system. Ammunition will not be returned. The ammunition will be destroyed by the agency.
- b. Inspections of the Evidence/Property Storage Areas will be conducted to ensure:
 - i. Storage areas are clean and orderly.
 - ii. Integrity of property is maintained.
 - iii. Provisions of agency orders and directives are followed.
 - iv. Property is protected from damage and deterioration.

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- v. Accountability procedures are maintained
- vi. Property having no further evidentiary value is disposed of promptly.

2. Audits:

An officer designated by the Sheriff, who not associated with the property and evidence function, ideally, shall conduct an annual audit, following generally accepted auditing practices

CHAPTER 15: MISSING PERSONS

SECTION 1: PURPOSE

To establish guidelines for the prompt and effective response to reports of missing persons, including compliance with state law and alert systems such as AMBER, Silver, and Endangered Missing advisories.

SECTION 2: INITIAL RESPONSE

- 1. All missing persons reports shall be accepted and handled immediately, regardless of jurisdictional origin or perceived risk.
- 2. No waiting period shall be imposed before taking a report or beginning an investigation.
- 3. The deputy receiving the report shall gather:
 - a. Personal information and physical description;
 - b. Last known location and time;
 - c. Known associates, habits, or relevant medical issues.

SECTION 3: CLASSIFICATION

- 1. High-risk missing persons include:
- a. Juveniles under the age of 18;
- b. Elderly or individuals with cognitive impairments;
- c. Persons missing under suspicious circumstances;
- d. Persons believed to be in danger or abducted.
 - 2. All high-risk cases shall be prioritized.

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SECTION 4: ENTRY INTO NCIC AND OLETS

- 1. All qualifying missing persons shall be entered into the National Crime Information Center (NCIC) and Oklahoma Law Enforcement Telecommunications System (OLETS) within 2 hours of initial report.
- 2. Entries must be updated promptly as new information becomes available.

SECTION 5: ALERT SYSTEMS

- 1. The department shall activate applicable alerts when criteria are met:
 - a. AMBER Alert for abducted children under threat;
 - b. Silver Alert for elderly or cognitively impaired individuals;
 - c. Endangered Missing Alert for individuals at serious risk.
- 2. Alert requests must comply with Oklahoma Department of Public Safety protocols.

SECTION 6: INVESTIGATIVE FOLLOW-UP

- 1. A supervisor shall be notified on all missing persons reports.
- 2. Deputies shall coordinate with:
 - a. Family members;
 - b. Local hospitals, schools, and shelters;
 - c. Other jurisdictions, as necessary.
- 3. All investigative steps and contacts must be documented in the report.

SECTION 7: CANCELLATION

- 1. When a missing person is located, the reporting deputy shall:
 - a. Confirm the subject's safety;
 - b. Cancel any alerts or system entries;
 - c. Notify the family and supervisor;
 - d. Document the circumstances of the recovery.

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CHAPTER 16: PERSONS WITH MENTAL ILLNESS OR DIMINISHED CAPACITY

SECTION 1: PURPOSE

To establish procedures for responding to individuals who are suspected to be experiencing a mental health crisis or exhibiting signs of diminished capacity, in a manner that prioritizes safety, de-escalation, and referral to appropriate services.

SECTION 2: POLICY

Deputies shall be trained to recognize and appropriately respond to persons with mental illness, developmental disabilities, or other conditions that may impact behavior. Whenever feasible, deputies shall use de-escalation tactics and seek non-forceful resolution.

SECTION 3: DEPUTY RESPONSIBILITIES

- 1. Deputies shall:
 - a. Use time, distance, and verbal communication to reduce tension;
 - b. Avoid confrontation unless necessary to prevent harm;
 - c. Consider the person's condition when determining response options.
- 2. Deputies shall request assistance from:
 - a. Supervisors;
 - b. Crisis Intervention Teams (CIT), where available;
 - c. Mental health professionals, if accessible.

SECTION 4: CRITERIA FOR EMERGENCY DETENTION

Deputies may take a person into protective custody under 43A O.S. § 5-207(B) when:

- a. The individual appears to be a danger to self or others;
- b. The person is unable to care for themselves due to mental impairment;
- c. No less restrictive alternative is available.

SECTION 5: PROCEDURES FOR DETENTION AND TRANSPORT

- 1. Deputies shall:
 - a. Ensure scene safety and stabilize the individual;
 - b. Contact an appropriate receiving facility in advance;

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- c. Transport using the least restrictive means necessary;
- d. Document observations and steps taken in the incident report.

SECTION 6: USE OF FORCE

Force shall only be used when necessary and in accordance with the Response to Resistance policy. Special consideration shall be given when the subject's behavior is a result of a known or suspected mental illness.

SECTION 7: TRAINING

Deputies shall receive:

- a. Annual training in mental health response and de-escalation;
- b. Legal updates related to emergency detention and treatment;
- c. Scenario-based exercises involving emotionally disturbed individuals.

CHAPTER 17: RACIAL PROFILING AND BIAS-BASED POLICING

SECTION 1: PURPOSE

To affirm the commitment of the Pittsburg County Sheriff's Office to unbiased policing practices and to prohibit racial profiling and other forms of discriminatory enforcement.

SECTION 2: POLICY

It is the policy of this department to treat all persons with fairness, respect, and dignity. Deputies shall make all enforcement decisions based on observable behavior, articulable facts, and legal standards—not race, ethnicity, gender, sexual orientation, religion, economic status, or other protected characteristics.

SECTION 3: DEFINITIONS

- 1. Racial Profiling The practice of initiating law enforcement action based solely on an individual's race, ethnicity, or national origin, rather than any lawful or articulable suspicion.
- 2. Bias-Based Policing Discriminatory enforcement action based on a protected characteristic rather than behavior.

SECTION 4: PROHIBITED CONDUCT

1. Deputies shall not:

- a. Use race, ethnicity, or other protected characteristics as the sole basis for traffic stops, pedestrian stops, or investigative detentions;
- b. Target individuals or groups based on stereotypes or assumptions.

SECTION 5: PERMISSIBLE CONSIDERATIONS

- 1. A deputy may consider a suspect description that includes race or other identifying characteristics only when:
 - a. Combined with other specific, articulable facts;
 - b. Provided by a credible source or witness.

SECTION 6: TRAINING

- 1. All sworn personnel shall receive:
 - a. Annual training in cultural awareness, bias recognition, and de-escalation;
 - b. Updates on state and federal anti-discrimination laws and agency policy.

SECTION 7: COMPLAINTS AND INVESTIGATION

- 1. Allegations of racial profiling or bias-based policing shall be investigated promptly under CHAPTER 12: Internal Affairs Investigations.
- 2. Sustained complaints may result in disciplinary action and/or retraining.

SECTION 8: DATA COLLECTION AND REVIEW

- 1. The department shall collect and review demographic data on stops, searches, and arrests to identify potential trends or concerns.
- 2. Supervisors shall regularly review deputy performance to ensure compliance with this policy.

CHAPTER 18: TRAINING AND CERTIFICATION

SECTION 1: PURPOSE

To establish standards for the training, certification, and ongoing professional development of deputies and personnel within the Pittsburg County Sheriff's Office.

SECTION 2: TRAINING OFFICERS

- 1. Training officers will be appointed by the Sheriff. Selection will be based on training and experience.
- 2. Responsibilities:
 - 1. Keeping up to date with continued education requirements
 - 2. Maintaining training records
 - 3. Keeping Employees informed on legal updates
 - 4. Maintaining monthly use of force logs
 - 5. Educate new personnel in PCSO's policies and procedures

SECTION 3: MANDATORY TRAINING REQUIREMENTS

All deputies shall complete and maintain certification through the Oklahoma Council on Law Enforcement Education and Training (CLEET).

Annual in-service training shall include:

- a. Use of force and response to resistance;
- b. Firearms qualification;
- c. Emergency vehicle operations;
- d. Legal updates;
- e. Mental health and de-escalation;
- f. Bias-based policing awareness.

SECTION 4: NEW EMPLOYEE ORIENTATION

All new personnel shall receive an orientation covering:

- a. Agency mission, policies, and procedures;
- b. Code of conduct and ethics;
- c. Chain of command;
- d. Emergency procedures.

SECTION 5: FIELD TRAINING

All newly sworn deputies shall successfully complete the Field Training Officer (FTO) program prior to independent assignment.

FTOs shall be trained, certified, and monitored by supervisory staff.

SECTION 6: SPECIALIZED TRAINING

Deputies assigned to specialized duties (e.g., investigations, K9, SWAT) must complete all required training prior to assignment.

Certifications shall be maintained and updated as required by the specialty.

SECTION 7: SUPERVISOR AND COMMAND TRAINING

Newly promoted supervisors shall attend supervisory and leadership training within one year of promotion.

Command staff shall attend executive-level training and legal update briefings as scheduled.

SECTION 8: DOCUMENTATION AND RECORDKEEPING

All training activities shall be documented and retained in the employee's training file.

Training records are subject to audit and shall comply with state law and CLEET standards.

CHAPTER 19: DEPARTMENT VEHICLES AND EQUIPMENT

SECTION 1: PURPOSE

To establish guidelines for the proper use, maintenance, and accountability of department-issued vehicles and equipment by personnel of the Pittsburg County Sheriff's Office.

SECTION 2: VEHICLE ASSIGNMENT AND OPERATION

- 1. Only deputies authorized by the Sheriff or designee may operate a department vehicle.
- 2. Vehicles are assigned for official duties only, unless written authorization permits takehome use or off-duty travel.
- 3. Deputies must have a valid driver's license and maintain insurability.

SECTION 3: VEHICLE MAINTENANCE AND INSPECTIONS

- 1. Deputies shall:
 - a. Perform a pre-shift inspection of assigned vehicles;
 - b. Report any damage, defects, or mechanical issues immediately;
 - c. Maintain vehicle cleanliness and orderliness.

2. All repairs or maintenance shall be coordinated through the designated vehicle coordinator.

SECTION 4: EQUIPMENT ISSUANCE

All department equipment issued (e.g., radios, firearms, body armor, restraint devices) shall be:

- a. Documented by serial number or property tag;
- b. Maintained in serviceable condition;
- c. Used only for official duties.

SECTION 5: LOSS OR DAMAGE

- 1. Deputies shall report any loss or damage of equipment or vehicles immediately to their supervisor.
- 2. An incident report shall be completed and submitted for review.
- 3. Negligent loss or damage may result in disciplinary action or financial liability.

SECTION 6: EQUIPMENT RETURN

- 1. Upon separation, reassignment, or leave of absence, all equipment and vehicle keys shall be returned.
- 2. A supervisor shall verify that all property is accounted for and documented accordingly.

CHAPTER 20: MEDIA RELATIONS AND PUBLIC INFORMATION

SECTION 1: PURPOSE

To establish procedures for the release of public information and to ensure consistent, accurate, and lawful communication between the Pittsburg County Sheriff's Office and the media or public.

SECTION 2: POLICY

It is the policy of this agency to cooperate fully with authorized media representatives in providing timely and accurate information, while maintaining the integrity of investigations and respecting privacy rights.

SECTION 3: PUBLIC INFORMATION OFFICER (PIO)

- 1. The Sheriff or designee shall serve as the department's Public Information Officer (PIO).
- 2. The PIO is responsible for:
 - a. Responding to media inquiries;
 - b. Preparing press releases;
 - c. Coordinating press conferences;
 - d. Approving official statements on behalf of the department.

SECTION 4: RELEASE OF INFORMATION

- 1. Information that may be released includes:
 - a. Nature of an incident;
 - b. Time and location;
 - c. General facts not jeopardizing the investigation;
 - d. Arrests and charges, per public record laws.
- 2. Information that shall not be released includes:
 - a. Names of juvenile offenders or victims;
 - b. Specific investigative techniques;
 - c. Confidential informants;
 - d. Opinions or speculative comments on ongoing investigations.

SECTION 5: MEDIA ACCESS TO SCENES

- 1. Media access may be granted to public areas near incident scenes unless restricted for safety or investigative reasons.
- 2. Deputies shall not obstruct or interfere with lawful media activity in public spaces.
- 3. Only the PIO or incident commander may designate safe staging areas for media at active scenes.

SECTION 6: SOCIAL MEDIA COMMUNICATION

- 1. Department social media accounts shall be managed by designated personnel under the authority of the Sheriff.
- 2. All content shall be professional, factual, and aligned with agency values.
- 3. Employees shall not post department-related content from personal accounts without permission.

SECTION 7: PUBLIC RECORDS REQUESTS

- 1. Requests for public records shall be handled in accordance with Oklahoma's Open Records Act.
- 2. All records requests must be directed to the Records Unit or the Sheriff's designee.

CHAPTER 21: BODY-WORN CAMERAS (BWC)

SECTION 1: PURPOSE

To establish guidelines for the use, management, storage, and retrieval of Body-Worn Camera (BWC) footage by deputies of the Pittsburg County Sheriff's Office, promoting transparency and accountability while safeguarding privacy and legal integrity.

SECTION 2: POLICY

Deputies issued a BWC shall wear and operate the device in accordance with this policy during official law enforcement duties, including but not limited to calls for service, traffic stops, arrests, and suspect interactions.

SECTION 3: ACTIVATION

- 1. Deputies shall activate their BWC:
 - a. Upon arrival to a scene involving enforcement or investigative contact;
 - b. During all traffic stops, vehicle pursuits, foot pursuits, and uses of force;
 - c. When serving warrants or during subject interviews.
- 2. Deactivation shall not occur until the incident is concluded, unless:
 - a. The deputy is directed to deactivate by a supervisor;
 - b. Privacy concerns (e.g., medical settings, sexual assault victims) justify a pause.

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SECTION 4: PROHIBITED USES

- 1. Deputies shall not:
 - a. Record conversations with other department members without consent;
 - b. Tamper with, modify, or disable BWC functionality;
 - c. Use personal recording devices in place of department-issued BWCs.

SECTION 5: DATA STORAGE AND RETENTION

- 1. All BWC recordings shall be uploaded to the approved storage system prior to the end of shift.
- 2. Storage duration:
 - a. Routine footage retained for a minimum of 90 days;
 - b. Footage related to use of force, arrests, or complaints retained per evidence retention guidelines or court order.

SECTION 6: REVIEW AND ACCESS

- 1. Deputies may review their own recordings for report writing and courtroom preparation. 6.2 Supervisors may review footage for:
 - a. Complaint investigation;
 - b. Performance review;
 - c. Training or quality assurance.
- 2. Public release of BWC footage shall require approval of the Sheriff and comply with state law.

SECTION 7: TRAINING

- 1. All deputies issued BWCs shall receive initial and annual refresher training on:
 - a. BWC operation and troubleshooting;
 - b. Legal and privacy considerations;
 - c. Proper storage and retention protocols.

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CHAPTER 22: USE OF INFORMANTS

SECTION 1: PURPOSE

To establish standardized procedures for the recruitment, management, and use of confidential informants (CIs) to ensure safety, legality, and integrity in all informant-related operations.

SECTION 2: DEFINITIONS

- 1. **Confidential Informant (CI):** An individual who provides information or services to law enforcement regarding criminal activity and whose identity is kept confidential.
- 2. **Informant Handler:** The deputy responsible for managing the informant relationship, including documentation and supervision.

SECTION 3: REGISTRATION AND APPROVAL

- 1. Before utilizing a CI, deputies must:
 - a. Complete a CI evaluation form;
 - b. Conduct a background check, including criminal history and warrants;
 - c. Submit documentation to a supervisor for approval;
 - d. Obtain written authorization from the Sheriff or Undersheriff.

SECTION 4: INFORMANT FILES

- 1. A secure, centralized file shall be maintained for each active informant, including:
 - a. True identity and background information;
 - b. Assigned code number;
 - c. Record of payments or benefits received;
 - d. Copies of signed agreements and contact logs.
- 2. Files shall be classified and access limited to authorized personnel only.

SECTION 5: INFORMANT USE GUIDELINES

- 1. CIs may not:
 - a. Be used to instigate or encourage criminal activity;
 - b. Participate in unauthorized operations or make unmonitored purchases;
 - c. Be assigned tasks involving physical risk without supervisory approval.
- 2. Juvenile informants require:
 - a. Parental or guardian consent;
 - b. Written approval from the District Attorney and Sheriff.

SECTION 6: SAFETY AND CONTROL

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- 1. All CI contacts shall:
 - a. Occur under the supervision of the informant handler;
 - b. Be documented in writing;
 - c. Include assessments of reliability and credibility.

SECTION 7: COMPENSATION AND BENEFITS

- 1. Any monetary payments or benefits (e.g., leniency consideration) shall:
 - a. Be pre-approved by command staff;
 - b. Be documented and receipted;
 - c. Not be contingent upon specific outcomes (e.g., arrests).

SECTION 8: TERMINATION AND DEACTIVATION

- 1. The CI relationship may be terminated for:
 - a. Dishonesty or criminal conduct;
 - b. Failure to follow instructions;
 - c. Operational or security concerns.
- 2. Termination shall be documented and the CI deactivated in agency records.

CHAPTER 23: SEARCH AND SEIZURE

SECTION 1: PURPOSE

To provide deputies of the Pittsburg County Sheriff's Office with clear guidance on lawful search and seizure practices in compliance with the U.S. Constitution, Oklahoma law, and agency policy.

SECTION 2: POLICY

Deputies shall conduct searches and seizures only when authorized by law, based on probable cause, a valid warrant, consent, or another recognized legal exception. All actions must respect constitutional rights and be documented.

SECTION 3: SEARCH WITH A WARRANT

3.1 A search warrant must be:

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- a. Supported by probable cause;
- b. Issued by a judge or magistrate with jurisdiction;
- c. Executed within the time period and scope specified.
- 3.2 Deputies must knock and announce their presence unless a no-knock exception is lawfully granted.

SECTION 4: SEARCH WITHOUT A WARRANT

Permissible warrantless searches include:

- a. Consent searches voluntary and revocable at any time;
- b. Exigent circumstances when there is an immediate threat to life, destruction of evidence, or flight of a suspect;
- c. Search incident to lawful arrest;
- d. Inventory searches of impounded vehicles;
- e. Probation/parole searches with proper authority.

SECTION 5: STOP AND FRISK (TERRY STOPS)

- 5.1 Deputies may conduct a limited pat-down for weapons if:
 - a. There is reasonable suspicion that the person is armed and dangerous;
 - b. The search is limited to outer clothing and conducted for officer safety.

SECTION 6: VEHICLE SEARCHES

- 6.1 A vehicle may be searched:
 - a. With probable cause to believe it contains evidence of a crime;
 - b. Following arrest of the occupant, if related to the arrest and the vehicle is within reach;
 - c. By consent or incident to impoundment per department policy.

SECTION 7: SEIZURE OF PROPERTY

- 7.1 Deputies may seize property:
 - a. Under a valid warrant;
 - b. When lawfully observed in plain view during a legal presence;
 - c. When there is probable cause and exigent circumstances;
 - d. As evidence, contraband, or for safekeeping.
- 7.2 All seized property must be inventoried and entered into the agency's property system per CHAPTER 14.

SECTION 8: DOCUMENTATION

- 8.1 All searches and seizures shall be documented in reports including:
 - a. Legal justification;
 - b. Items seized;
 - c. Warrant or consent information;
 - d. Names of involved deputies and witnesses.

SECTION 9: TRAINING

- 9.1 Deputies shall receive annual legal update training on:
 - a. Search and seizure laws and case rulings;
 - b. Proper documentation and reporting procedures.

CHAPTER 24: WARRANTS AND WARRANT SERVICE

SECTION 1: PURPOSE

To establish procedures for obtaining, handling, and serving arrest and search warrants in compliance with legal standards and officer safety protocols.

SECTION 2: OBTAINING A WARRANT

- 2.1 Deputies seeking a warrant shall:
 - a. Prepare a sworn affidavit articulating probable cause;
 - b. Submit the affidavit and proposed warrant to a judge or magistrate with jurisdiction;
 - c. Ensure the warrant is properly signed and dated prior to execution.

SECTION 3: TYPES OF WARRANTS

- 3.1 The department may serve:
 - a. Arrest warrants;
 - b. Search warrants;
 - c. Bench warrants and failure-to-appear (FTA) warrants.
- 3.2 All warrants must be verified through dispatch or court clerk prior to service.

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SECTION 4: WARRANT SERVICE PROCEDURES

- 4.1 Prior to service, deputies shall:
 - a. Conduct a risk assessment of the suspect and location;
 - b. Notify dispatch of the service attempt;
 - c. Coordinate with other units as needed for safety.
- 3.2 Warrants shall be served during reasonable hours unless exigent circumstances exist or otherwise authorized by the court.

SECTION 5: ENTRY AND ANNOUNCEMENT

- 5.1 Deputies must knock and announce their presence and purpose prior to entry unless:
 - a. A judge has granted a no-knock provision; or
 - b. Exigent circumstances justify immediate entry to prevent destruction of evidence or harm.

SECTION 6: ARRESTS FROM WARRANTS

- 6.1 When making an arrest based on a warrant:
 - a. Deputies shall verify the subject's identity;
 - b. Advise the subject of the existence and general nature of the warrant;
 - c. Secure the subject in accordance with department transport policy.

SECTION 7: DOCUMENTATION AND RETURN

- 7.1 All served warrants shall be documented in a report including:
 - a. Warrant number and court of issuance;
 - b. Time, date, and location of service;
 - c. Names of involved personnel;
 - d. Any resistance, force used, or property seized.
- 7.2 Completed returns shall be promptly submitted to the issuing court per legal requirements.

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CHAPTER 25: ARREST PROCEDURES

SECTION 1: PURPOSE

To establish uniform procedures for making lawful arrests, ensuring due process, officer safety, and protection of individual rights.

SECTION 2: GENERAL GUIDELINES

- 2.1 Deputies shall only make arrests with:
 - a. A valid warrant;
 - b. Probable cause to believe a crime has been committed;
 - c. Statutory authority under Oklahoma law.
- 2.2 Arrests shall be conducted using the minimum force necessary, in accordance with CHAPTER 9: RESPONSE TO RESISTANCE.

SECTION 3: IDENTIFICATION AND ANNOUNCEMENT

- 3.1 When practical, deputies shall:
 - a. Identify themselves as law enforcement officers;
 - b. Inform the individual of the reason for arrest;
 - c. Provide a copy of the warrant if one is issued.

SECTION 4: PHYSICAL CUSTODY AND SEARCH

- 4.1 Upon arrest, deputies shall:
 - a. Conduct a lawful search of the person for weapons, evidence, or contraband;
 - b. Secure personal property for inventory and safekeeping;
 - c. Document all seized items in accordance with CHAPTER 14.

SECTION 5: HANDCUFFING AND RESTRAINT

5.1 All arrested persons shall be handcuffed behind the back unless medical, physical, or safety conditions require modification.

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5.2 Restraints must be checked for proper fit and double-locked when safe to do so.

SECTION 6: TRANSPORT AND BOOKING

- 6.1 Deputies shall transport arrestees in accordance with CHAPTER 13: TRANSPORTATION AND RESTRAINT.
- 6.2 Booking procedures include:
 - a. Verification of identity;
 - b. Entry of charges and arrest details into records system;
 - c. Completion of required reports and affidavits.

SECTION 7: DOCUMENTATION

- 7.1 All arrests shall be documented in an incident report, including:
 - a. Probable cause;
 - b. Witness statements, if any;
 - c. Use of force, if applicable;
 - d. Miranda advisement, if provided;
 - e. Time and location of arrest.

SECTION 8: SPECIAL CIRCUMSTANCES

- 8.1 Juveniles: Deputies must follow Oklahoma juvenile arrest and detention laws.
- 8.2 Persons with mental illness: Refer to CHAPTER 16.
- 8.3 High-risk arrestees: Supervisor notification and appropriate precautions are required.

CHAPTER 26: DETAINEE TRANSPORT PROCEDURES

SECTION 1: PURPOSE

To establish standardized procedures for the safe, secure, and lawful transport of detainees by members of the Pittsburg County Sheriff's Office.

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SECTION 2: GENERAL POLICY

It is the policy of the Pittsburg County Sheriff's Office that all detainee transports shall be conducted in a manner that ensures officer safety, prevents escape, and upholds the rights and dignity of the person being transported.

SECTION 3: VEHICLE PREPARATION AND SEARCHES

- 1. All transport vehicles shall be searched for contraband or hazards:
 - a. Prior to the start of each shift; and
 - b. Before and after each detainee transport.
- 2. All searches shall be documented in the vehicle log.

SECTION 4: RESTRAINT PROCEDURES

- 1. Detainees shall be restrained with handcuffs or other approved restraints during all transports unless:
 - a. The person has a medical condition that prohibits restraint; or
 - b. Ordered otherwise by a supervisor for specific reasons.
- 2. Leg restraints may be used when transporting combative or escape-risk individuals.
- 3. All restraints must be applied securely, but not in a manner that restricts normal breathing or blood circulation.

SECTION 5: TRANSPORT PROCEDURES

- 1. Deputies shall confirm:
 - a. Identity of the detainee;
 - b. Valid transport orders, warrants, or paperwork.
- 2. Deputies will notify dispatch of:
 - a. Time of departure and arrival;
 - b. Destination and mileage.
- 3. Detainees shall not be left unattended in a vehicle.
- 4. Opposite-gender transports require:
 - a. A second deputy present in the vehicle; or
 - b. Continuous in-car audio/video recording, where available.

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SECTION 6: TRANSPORTING HIGH-RISK DETAINEES

- 1. High-risk transports (e.g., violent offenders, escape risks) shall be approved by a supervisor and may require:
 - a. Additional deputies or escort vehicles;
 - b. Alternative restraints;
 - c. Coordination with other agencies.

SECTION 7: TRANSPORT INCIDENTS AND EMERGENCIES

- 1. If a detainee becomes ill, combative, or escapes during transport, deputies shall:
 - a. Immediately notify dispatch;
 - b. Take reasonable actions to maintain control and safety;
 - c. Request medical or backup assistance if necessary.
- 2. All incidents during transport shall be documented in a supplemental report.

SECTION 8: DOCUMENTATION

- 1. Deputies shall complete all transport logs and incident reports upon return.
- 2. The following must be documented:
 - a. Detainee identity and transport reason;
 - b. Time, mileage, and location details;
 - c. Restraint type used;
 - d. Any issues or unusual circumstances.

CHAPTER 27: BRADY-GIGLIO DISCLOSURE AND CREDIBILITY MANAGEMENT

SECTION 1: PURPOSE

To ensure compliance with constitutional obligations under Brady v. Maryland, Giglio v. United States, and their progeny regarding the disclosure of exculpatory and impeachment evidence, particularly relating to law enforcement personnel.

SECTION 2: POLICY

It is the policy of the Pittsburg County Sheriff's Office to fully disclose all information that may be subject to discovery under Brady and Giglio requirements. This includes, but is not limited to, information that may affect the credibility, honesty, or bias of a deputy who may be called as a witness.

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SECTION 3: DEFINITIONS

- 3.1 Brady Material Evidence favorable to the accused that is material to guilt or punishment, including exculpatory and impeachment information.
- 3.2 Giglio Material A subset of Brady material that includes evidence affecting the credibility of a government witness, such as prior misconduct, dishonesty, or bias.

SECTION 4: DISCLOSURE RESPONSIBILITIES

- 4.1 All deputies shall immediately report any:
 - a. Criminal charges, arrests, or convictions;
 - b. Sustained findings of untruthfulness or falsification;
 - c. Brady-related notifications received from any prosecutor's office.
- 4.2 Supervisors shall forward such notifications to the Sheriff and/or Legal Advisor.

SECTION 5: PROSECUTORIAL NOTIFICATION

- 5.1 The Sheriff's Office shall:
 - a. Maintain a process for receiving, reviewing, and responding to Brady/Giglio inquiries from prosecutors;
 - b. Cooperate with prosecuting authorities in providing legally required disclosure material;
 - c. Consult legal counsel as necessary to ensure compliance.

SECTION 6: INTERNAL RECORDKEEPING

- 6.1 Any information related to Brady/Giglio concerns shall be:
 - a. Maintained in a secure and confidential manner;
 - b. Reviewed regularly for accuracy and relevance;
 - c. Shared only on a need-to-know basis consistent with legal mandates.

SECTION 7: TRAINING

- 7.1 All sworn personnel and supervisors shall receive training on:
 - a. Brady and Giglio disclosure requirements;

- b. Consequences of nondisclosure;
- c. Procedures for reporting potential credibility issues.

SECTION 8: EMPLOYMENT AND ASSIGNMENT CONSIDERATIONS

- 8.1 Deputies with credibility impairments that materially affect their ability to testify may:
 - a. Be reassigned to non-testimonial duties;
 - b. Be subject to disciplinary or administrative review.

CHAPTER 28: EYEWITNESS IDENTIFICATION PROCEDURES

SECTION 1: PURPOSE

To establish guidelines for conducting eyewitness identification procedures that reduce the risk of misidentification, ensure due process, and preserve the integrity of investigations and prosecutions.

SECTION 2: POLICY

The Pittsburg County Sheriff's Office is committed to using best practices and scientifically supported methods in eyewitness identification, including standardized procedures for photo lineups, live lineups, and field identifications.

SECTION 3: DEFINITIONS

- 3.1 Lineup Administrator The deputy or investigator who conducts an identification procedure.
- 3.2 Double-Blind A procedure in which the lineup administrator does not know the suspect's identity.
- 3.3 Filler A non-suspect used in a lineup to prevent suggestiveness.
- 3.4 Show-Up A field identification of a suspect made shortly after the alleged crime and near the scene.

SECTION 4: PHOTO AND LIVE LINEUPS

- 4.1 When conducting a lineup:
 - a. Use a double-blind procedure whenever practical;

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- b. Include at least five fillers that match the witness's description of the suspect;
- c. Present photographs or individuals sequentially (one at a time), not simultaneously;
- d. Avoid any cues or suggestive behavior by the administrator.

4.2 Witnesses shall be instructed:

- a. The suspect may or may not be in the lineup;
- b. The investigation will continue regardless of their selection;
- c. They should not feel compelled to make an identification.

SECTION 5: SHOW-UPS

- 5.1 A show-up may be used when:
 - a. Conducted near the time and place of the crime;
 - b. No other reliable identification method is available.

5.2 Deputies must:

- a. Document the justification for the show-up;
- b. Transport the witness, not the suspect, if practical;
- c. Avoid using handcuffs or patrol cars unless safety demands it.

SECTION 6: DOCUMENTATION

- 6.1 All identification procedures shall be documented and include:
 - a. Date, time, and location of the identification;
 - b. Names of persons present;
 - c. Instructions given to the witness;
 - d. Witness statement of certainty, in their own words.
- 6.2 When available, identification procedures should be audio- or video-recorded.

SECTION 7: TRAINING

- 7.1 All deputies involved in investigations shall receive training in:
 - a. Eyewitness memory limitations;

- b. Lineup administration techniques;
- c. Documentation requirements and constitutional safeguards.

CHAPTER 29: HARASSMENT, DISCRIMINATION, AND RETALIATION PREVENTION POLICY

SECTION 1: PURPOSE

To affirm the Sheriff's Office's commitment to maintaining a work environment that is free from all forms of unlawful harassment, discrimination, and retaliation.

SECTION 2: POLICY STATEMENT

It is the policy of the Sheriff's Office to provide a work environment free from discrimination, harassment, and retaliation. All employees are entitled to work in an environment where they are treated with respect and dignity. Discrimination or harassment based on race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, genetic information, or any other protected status under applicable law is strictly prohibited.

SECTION 3: DEFINITIONS

- **Harassment**: Verbal or physical conduct that denigrates or shows hostility toward an individual because of a protected characteristic.
- **Sexual Harassment**: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that creates a hostile, intimidating, or offensive work environment.
- **Retaliation**: Adverse employment action taken against an individual for engaging in legally protected activity such as reporting discrimination or participating in an investigation.

SECTION 4: PROHIBITED CONDUCT

The following behaviors are strictly prohibited:

- Making offensive or derogatory remarks related to any protected status.
- Displaying offensive or discriminatory materials, images, or symbols.
- Making employment decisions based on discriminatory or retaliatory motives.
- Retaliating against anyone who reports or participates in an investigation of harassment, discrimination, or retaliation.

SECTION 5: REPORTING PROCEDURES

- Internal Reporting: Any employee who experiences or observes harassment, discrimination, or retaliation shall report the behavior to their supervisor, the Sheriff, or designated HR personnel.
- Investigation: All reports shall be promptly, thoroughly, and impartially investigated.
- Confidentiality: The Sheriff's Office will maintain confidentiality to the extent possible during the investigation process.
- Corrective Action: If a violation of this policy is found, immediate corrective and/or disciplinary action shall be taken, up to and including termination of employment.

SECTION 6: SUPERVISOR RESPONSIBILITIES

Supervisors and command staff shall:

- Monitor their work areas for compliance with this policy.
- Take all complaints and observations of misconduct seriously.
- Immediately report all complaints to the designated authority.
- Cooperate with and support any ongoing investigation.

SECTION 7: TRAINING REQUIREMENTS

- All employees shall receive training on harassment, discrimination, and retaliation prevention upon hiring and on a regular basis thereafter.
- Supervisors shall receive additional training regarding their obligations under this policy.

CHAPTER 30: CODE OF CONDUCT AND ETHICS

SECTION 1: PURPOSE

To establish the expected standards of professional conduct, integrity, and accountability for all members of the Sheriff's Office.

SECTION 2: POLICY STATEMENT

All employees of the Sheriff's Office are expected to conduct themselves in a professional manner that reflects positively on the Office and the law enforcement profession. Employees shall perform their duties with honesty, integrity, respect, and in full compliance with the law and departmental policies.

SECTION 3: GENERAL CONDUCT STANDARDS

- Employees shall not engage in conduct that discredits the Office or undermines public trust.
- Employees shall be courteous and respectful to the public and coworkers.
- Employees shall report any violations of laws, rules, or policies by themselves or others.
- Employees shall maintain a professional appearance and demeanor at all times.

SECTION 4: DUTY TO UPHOLD THE LAW

- Employees must obey all federal, state, and local laws.
- Violations of criminal law, whether on or off duty, may result in disciplinary action.
- Employees shall not use their position or authority to circumvent legal processes.

SECTION 5: INTEGRITY AND HONESTY

- Employees shall not provide false, misleading, or incomplete information in any official capacity.
- Employees shall not engage in theft, fraud, or misuse of public funds or property.
- Any falsification of records, reports, or testimony shall be grounds for termination.

SECTION 6: CONFLICTS OF INTEREST

- Employees shall not use their position for personal gain or for the benefit of family, friends, or associates.
- Outside employment or business activities must not conflict with job duties or create the appearance of impropriety.
- Employees must disclose any potential conflicts of interest to their supervisor.

SECTION 7: CONFIDENTIALITY

- Employees must maintain confidentiality regarding investigations, personnel matters, and sensitive agency information.
- Unauthorized disclosure of confidential information may result in disciplinary action.

SECTION 8: USE OF SOCIAL MEDIA

- Employees must use social media responsibly and in a manner that does not bring discredit to the Office.
- Employees are prohibited from posting confidential information or content that reflects poorly on the Sheriff's Office.
- Personal opinions expressed online must not be attributed to the agency.

SECTION 9: REPORTING MISCONDUCT

- Employees are required to report misconduct or unethical behavior through the appropriate chain of command.
- Retaliation against individuals who report misconduct in good faith is strictly prohibited.

CHAPTER 31: SUPERVISOR RESPONSIBILITY AND ACCOUNTABILITY

SECTION 1: PURPOSE

To define the duties, responsibilities, and expectations of supervisors within the Sheriff's Office, ensuring accountability and effective leadership at all levels.

SECTION 2: POLICY STATEMENT

Supervisors are responsible for upholding agency policies, providing leadership to their personnel, ensuring professional standards are maintained, and addressing employee performance, conduct, and well-being.

SECTION 3: LEADERSHIP EXPECTATIONS

- Supervisors shall lead by example, demonstrating ethical behavior, professionalism, and respect.
- Supervisors are expected to foster a positive work environment that supports morale, teamwork, and accountability.
- Supervisors must promote and enforce compliance with all policies, procedures, and applicable laws.

SECTION 4: OVERSIGHT AND PERFORMANCE MANAGEMENT

- Supervisors shall monitor employee behavior, conduct performance evaluations, and provide regular feedback.
- Prompt action shall be taken to correct performance deficiencies or misconduct.
- Supervisors must document performance issues and remedial steps taken.

SECTION 5: REPORTING AND DOCUMENTATION RESPONSIBILITIES

- Supervisors must ensure timely and accurate documentation of incidents, complaints, use
 of force reports, and other required records.
- Any observed or reported misconduct must be documented and forwarded to the appropriate authority without delay.
- Supervisors are responsible for reviewing and approving subordinate reports for completeness and accuracy.

SECTION 6: ACCOUNTABILITY FOR POLICY VIOLATIONS

- Supervisors who fail to act on known or reported violations of policy or law may be held accountable for negligence or dereliction of duty.
- Failure to supervise, train, or discipline subordinates may result in disciplinary action against the supervisor.

SECTION 7: COMMUNICATION AND SUPPORT

- Supervisors shall maintain open communication with subordinates, provide clear direction, and be available for guidance and support.
- Supervisors must encourage reporting of issues or concerns without fear of retaliation.

SECTION 8: TRAINING AND DEVELOPMENT

- Supervisors shall attend required leadership and supervisory training.
- Supervisors are encouraged to identify and support training opportunities for their team to foster professional development.

CHAPTER 32: USE OF FORCE REVIEW AND ANALYSIS POLICY

SECTION 1: PURPOSE

To establish a structured process for the review, documentation, and analysis of all use of force incidents, ensuring compliance with policy, identifying training needs, and promoting transparency and accountability.

SECTION 2: POLICY STATEMENT

The Sheriff's Office requires all uses of force to be properly documented, reviewed, and analyzed. Supervisory and command-level oversight is essential to ensure that uses of force are lawful, within policy, and reflective of agency standards and values.

SECTION 3: INCIDENT REPORTING REQUIREMENTS

- All uses of force must be reported by the end of the involved employee's shift.
- Each officer involved shall submit a Use of Force Report detailing:
 - o The justification for force
 - Force type(s) used
 - o Subject's actions and resistance
 - o Injuries and medical attention, if any
 - Names of witnesses and other involved personnel
- Officers must complete their reports independently and prior to discussing the incident with other involved parties (unless for safety purposes).

SECTION 4: SUPERVISOR RESPONSIBILITIES

- A supervisor shall be notified immediately following any use of force.
- The supervisor shall:
 - Respond to the scene when appropriate
 - Ensure all required reports are completed
 - o Interview involved and witnessing personnel
 - o Collect or secure any physical or digital evidence (photos, video)

o Complete a Supervisor's Use of Force Review evaluating policy compliance

SECTION 5: COMMAND REVIEW PROCESS

- The incident packet shall be forwarded through the chain of command for review.
- Command staff shall evaluate:
 - o All officer and supervisor documentation
 - o Body/dash camera footage, if available
 - Consistency and completeness of the narrative
 - Compliance with law and policy
- Findings may result in further action including counseling, retraining, or disciplinary review.

SECTION 6: ADMINISTRATIVE TRACKING AND TRAINING

- All use of force reports and reviews shall be tracked by the Training Coordinator or designated staff.
- Recurrent issues or trends (e.g., over-reliance on a specific tactic or tool) shall be flagged for administrative or training review.
- Officers may be referred to remedial training based on findings.

SECTION 7: ANNUAL ANALYSIS AND REPORTING

- An annual analysis of all use of force incidents shall be conducted to:
 - Identify trends and patterns
 - Evaluate policy effectiveness
 - o Recommend training or equipment improvements
- The analysis shall be documented and submitted to the Sheriff for review and any recommended action.

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CHAPTER 34: EARLY WARNING SYSTEM (EWS)

SECTION 1: PURPOSE

To identify and address patterns of employee behavior that may indicate the need for intervention, support, or corrective action before serious misconduct or performance issues arise.

SECTION 2: POLICY STATEMENT

The Sheriff's Office is committed to early identification of personnel who may benefit from supervisory intervention, training, or counseling. The Early Warning System (EWS) is a non-disciplinary tool designed to enhance professionalism, support employee development, and prevent liability through timely intervention.

SECTION 3: CRITERIA FOR EWS ACTIVATION

An EWS review may be triggered when an employee meets or exceeds established thresholds within a defined period, such as:

- Three (3) or more use of force incidents in a 90-day period
- Two (2) or more citizen complaints within 6 months
- One (1) sustained complaint involving excessive force or dishonesty
- Multiple incidents of tardiness, absenteeism, or policy violations
- Involvement in multiple vehicle crashes or pursuits within 12 months
- Any pattern or behavior that raises concern as determined by a supervisor or command staff

SECTION 4: REVIEW AND INTERVENTION PROCESS

- Once an employee meets a threshold, the EWS is activated, and a Preliminary Review is conducted by the employee's supervisor.
- If warranted, a **Formal Review Meeting** is held with the supervisor, command staff, and the employee to discuss the findings and determine an action plan.
- Possible interventions may include:
 - o Training or retraining
 - Referral to counseling or employee assistance programs
 - Closer supervision or mentoring

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o Written performance expectations

SECTION 5: DOCUMENTATION AND CONFIDENTIALITY

- All EWS activations and outcomes shall be documented in the employee's administrative file (not personnel file unless formal discipline occurs).
- Records related to EWS are confidential and shall be maintained in accordance with agency record retention policy and applicable law.

SECTION 6: FOLLOW-UP AND MONITORING

- Supervisors shall monitor the employee's performance following intervention.
- A follow-up review shall be conducted at 30, 60, or 90 days depending on the intervention plan.
- If improvement is shown, the EWS file will be closed. If no improvement is seen, further steps may be taken as appropriate.

SECTION 7: NON-DISCIPLINARY NATURE OF EWS

- The EWS is designed to be a preventative and supportive tool.
- Activation of the system **does not automatically result in discipline** but may lead to it if underlying behavior violates policy.

CHAPTER 35: DIGITAL EVIDENCE MANAGEMENT

SECTION 1: PURPOSE

To establish guidelines for the handling, preservation, storage, and access of all forms of digital evidence collected or used by the Sheriff's Office, including jail surveillance, interview recordings, third-party video, and any other non-BWC digital media.

SECTION 2: POLICY STATEMENT

Digital evidence must be properly secured, documented, and maintained to ensure evidentiary integrity, transparency, and accountability. All personnel are responsible for safeguarding digital evidence in accordance with this policy and applicable laws.

SECTION 3: SCOPE

This policy applies to the acquisition, storage, and management of all non-body-worn digital evidence, including but not limited to:

- Jail and facility surveillance video
- Interview room audio/video recordings
- In-car and dash camera footage
- Third-party video submissions (businesses, civilians, other agencies)
- Digital photos captured during investigations
- Clearpass scanner imagery (if stored and retained)
- Any other digital media used in criminal or administrative matters

SECTION 4: COLLECTION AND PRESERVATION

- Digital evidence must be collected in a manner that ensures its authenticity and integrity.
- If third-party video is received (e.g., from a local business), personnel must document:
 - o Source of the video
 - o Time and date received
 - Chain of custody established
- When seizing digital devices, staff shall follow all applicable legal procedures, including warrant requirements where necessary.

SECTION 5: STORAGE AND RETENTION

- All digital evidence shall be stored in a secure, access-controlled digital system.
- Jail surveillance and interview recordings shall be retained per state law or agency retention schedules.
- Video or images associated with criminal investigations or use of force incidents shall be tagged and retained for extended periods based on the case type.
- Accidental recordings not linked to any case may be deleted in accordance with retention policy.

SECTION 6: ACCESS AND REVIEW

- Access to digital evidence shall be restricted to authorized personnel only.
- A log of all user access and downloads must be maintained in the digital evidence management system.

- Supervisors may review facility video for complaint investigation, internal review, or training purposes.
- Employees may request to review footage relevant to a report or investigation they are assigned to.

SECTION 7: PUBLIC RELEASE AND REQUESTS

- Requests for digital evidence (FOIA/Open Records Requests) must be referred to the Sheriff or designated legal advisor.
- Redaction and legal review shall be completed prior to release to ensure compliance with privacy laws.
- Evidence that may compromise ongoing investigations or contain sensitive content will not be released without legal clearance.

SECTION 8: CHAIN OF CUSTODY

- All digital evidence must be accompanied by a documented chain of custody.
- Any transfer, duplication, or dissemination must be logged and authorized.
- Personnel are prohibited from copying, distributing, or sharing digital evidence outside official purposes.

Approved this 2^{nd} day of June, 2025 during a regular meeting of the Board of County Commissioners of Pittsburg County.

BOARD OF COUNTY COMMISSIONERS PITTSBURG COUNTY, OKLAHOMA

CHAIRMAN

VICE-CHAIRMAN

MEMBER

PITTSBURG COUNTY SHERIFI

SHERIFF Than Ku

ATTEST:

OUNTY CLERK GOOL SALAN

Pittsburg County Jail Policy and Procedure Manual

Effective Date: May 2025

Prepared for: Pittsburg County Sheriff's Office

Table of Contents

Chapter 1: Introduction and Authority

1.1: PURPOSE AND SCOPE

This Policy and Procedure Manual serves as the official and authoritative guide for all detention operations within the Pittsburg County Jail Facility (PCJF). Its purpose is to establish standardized procedures, ensure compliance with legal mandates, promote the safety and security of staff, inmates, and the public, and provide a framework for consistent and professional conduct. This manual applies to all personnel employed by or working within the PCJF, including sworn officers, civilian staff, contractors, and volunteers.

1.2: MISSION STATEMENT

The mission of the Pittsburg County Jail Facility is to provide a safe, secure, and humane environment for the confinement of individuals lawfully committed to its custody, while upholding the Constitution of the United States and the laws of the State of Oklahoma. We are committed to professional conduct, operational excellence, and the protection of the public.

1.3: LEGAL BASIS AND AUTHORITY

Operations of the Pittsburg County Jail Facility are governed by applicable federal and state laws, including but not limited to the United States Constitution, the Oklahoma Constitution, Oklahoma Statutes, and specific legislative mandates. This manual is developed in accordance with and strives to meet or exceed the requirements set forth in the Oklahoma Jail Standards Act (SB 595, codified in 74 0.S. § 192 et seq.) and incorporates best practices recommended by the Legal & Liability Risk Management Institute (LLRMI). All policies and procedures herein are subordinate to applicable law.

1.4: POLICY MANUAL DISTRIBUTION AND UPDATES

1.4.1: Distribution

This manual shall be made accessible to all PCJF personnel. A master copy shall be maintained by the Jail Administrator. Digital copies may be made available through

approved network locations or systems. Personnel are responsible for familiarizing themselves with the contents of this manual and any subsequent revisions.

1.4.2: Review and Revision

This manual shall be reviewed at least annually by the Jail Administrator and command staff to ensure it remains current with legal requirements, operational needs, and best practices. Revisions may also occur as needed due to changes in law, court decisions, operational changes, or identified deficiencies. All revisions must be approved by the Sheriff or their designee.

1.4.3: Dissemination of Revisions

Approved revisions shall be disseminated promptly to all personnel. Personnel shall be required to review and acknowledge receipt and understanding of all revisions. A record of revisions shall be maintained in the Revision History Log (Appendix C).

1.5: DEFINITIONS AND ACRONYMS

A comprehensive list of definitions for terms and acronyms used throughout this manual is provided in Appendix A. Personnel should refer to this appendix for clarification of terminology.

1.6: REVISION HISTORY LOG

A log detailing all revisions made to this manual, including the date, section affected, nature of the change, and approving authority, shall be maintained as Appendix C.

1.7: STAFF ACKNOWLEDGEMENT

All personnel are required to read this Policy and Procedure Manual and acknowledge their understanding and agreement to comply with its provisions. A signed Staff Acknowledgement Form (Appendix B) shall be placed in each employee's personnel file upon initial assignment and after major revisions.

Chapter 2: Organizational Structure and Responsibilities

2.1: PURPOSE

This chapter outlines the organizational structure of the Pittsburg County Jail Facility (PCJF), defines the chain of command, and details the primary responsibilities associated with key positions within the jail.

2.2: POLICY

The PCJF shall maintain a clear organizational structure and chain of command to ensure effective communication, supervision, and accountability. All personnel shall adhere to the established chain of command for routine operations, reporting, and grievance resolution. Job descriptions shall clearly define the duties and responsibilities for each position.

2.3: CHAIN OF COMMAND

2.3.1: Structure

The chain of command within the PCJF originates with the Sheriff of Pittsburg County, followed by the Undersheriff, the Jail Administrator, the Jail Lieutenant, Jail Sergeants, and Detention Officers. All personnel are expected to follow lawful orders from supervisors within this chain of command.

2.3.2: Communication

Routine communications, requests, and reports should follow the established chain of command. Personnel should direct inquiries or concerns to their immediate supervisor first. Exceptions may be made for specific reporting requirements (e.g., PREA, illegal activity) or emergencies.

2.4: JAIL ADMINISTRATOR RESPONSIBILITIES

2.4.1: Overview

The Jail Administrator, under the direction of the Sheriff and Undersheriff, is responsible for the overall management, supervision, and administration of the PCJF. This includes ensuring compliance with all applicable laws, standards (including the Oklahoma Jail Standards Act), and policies; managing personnel and resources; overseeing inmate care and custody; and maintaining the safety and security of the facility.

2.4.2: Specific Duties

- Develop, implement, and review jail policies and procedures.
- Supervise all jail personnel, including Sergeants and Detention Officers.
- Manage the jail budget and resource allocation.
- Ensure compliance with training requirements for all staff.
- Oversee inmate classification, housing, discipline, and welfare.
- Coordinate with other law enforcement agencies, courts, and medical/mental health providers.
- Ensure facility maintenance, sanitation, and safety standards are met.
- Investigate incidents, grievances, and disciplinary matters.
- Prepare administrative reports and maintain required records.
- Serve as the facility PREA Coordinator or designate an appropriate staff member.

2.5: JAIL LIEUTENANT RESPONSIBILITIES

2.7.1: Overview

The Jail Lieutenant acts as the second-in-command within the facility under the Jail Administrator. They are responsible for managing shift operations, overseeing staff performance, coordinating training, managing facility programs, and responding to critical incidents.

2.7.2: Specific Duties

- Act as the second-in-command within the facility under the Jail Administrator.
- Manage shift operations, assign duties, and oversee staff performance.
- Review and approve incident reports, disciplinary reports, and shift documentation.
- Coordinate staff training and ensure compliance with policies and procedures.
- Oversee facility programs including:
 - Commissary operations (inventory control, inmate order distribution, vendor coordination)
 - Trustee Program (selection of eligible inmates, monitoring work assignments, disciplinary removal if needed)
- Respond to and manage critical incidents.
- Ensure Jail Sergeants and Detention Officers adhere to policies and procedures.

2.6: JAIL SERGEANT RESPONSIBILITIES

2.7.1: Overview

Jail Sergeants serve as first-line supervisors, responsible for overseeing the daily operations of assigned shifts and supervising Detention Officers. They ensure adherence to policies and procedures, maintain order and security, and report to the Jail Lieutenant.

2.7.2: Specific Duties

- Supervise and direct Detention Officers on assigned shift.
- Conduct shift briefings and assign posts/duties.
- Ensure compliance with security procedures, inmate counts, and facility inspections.
- Respond to incidents and emergencies, providing direction and coordination.
- Review reports (incident, booking, activity logs) for accuracy and completeness.
- Conduct performance evaluations and recommend disciplinary action for subordinate staff.
- Assist with training of new officers.
- Address inmate issues and grievances at the shift level.
- Ensure proper documentation and record-keeping during the shift.
- Perform duties of a Detention Officer as needed.

2.6: DETENTION OFFICER JOB DESCRIPTION AND DUTIES

2.7.1: Overview

Detention Officers are responsible for the direct supervision of inmates, maintaining security within the facility, and ensuring the safety and welfare of inmates and staff. They perform a wide range of duties related to inmate intake, housing, movement, and care, in accordance with established policies and procedures.

2.7.2: Specific Duties

- Supervise inmates in housing units, during meals, recreation, visitation, and movement.
- Conduct inmate counts, security checks, and searches (cell, person, area).
- Process inmate intake and release, including booking, fingerprinting, photographing, property inventory, and record-keeping.
- Operate security equipment, doors, and communication systems.
- Observe inmate behavior, enforce rules, and maintain order.
- Respond to incidents, disturbances, and medical emergencies.
- Distribute medication, meals, mail, and commissary items as directed.
- Document activities, incidents, and observations accurately and promptly using approved systems (including Guardian RFID where applicable).
- Maintain sanitation and orderliness within assigned areas.
- Escort inmates within the facility and during transport.
- Perform other duties as assigned by supervisors.

2.8: STAFF TRAINING REQUIREMENTS

2.9.1: Policy

All PCJF personnel shall receive training appropriate to their assigned duties, both preservice and in-service, to ensure proficiency and compliance with legal and operational standards. Training shall meet or exceed requirements set by the Oklahoma Jail Standards Act and relevant accrediting bodies.

2.8.2: Training Areas

Training shall include, but not be limited to: facility policies and procedures, security operations, supervision of inmates, use of force, emergency procedures, inmate rights, medical and mental health issues (including suicide prevention), PREA, booking and classification, report writing, and legal updates.

2.8.3: Documentation

Records of all completed training shall be maintained in each employee's personnel file.

2.9: CODE OF CONDUCT AND ETHICS

2.9.1: Policy

All PCJF personnel are expected to maintain the highest standards of professional conduct and ethical behavior both on and off duty. They shall treat inmates, colleagues, and the public with fairness, respect, and impartiality. Conduct unbecoming an officer, criminal activity, or violations of policy will subject personnel to disciplinary action, up to and including termination.

2.9.2: Prohibited Conduct

Prohibited conduct includes, but is not limited to: excessive force, fraternization with inmates, introduction of contraband, dishonesty, insubordination, neglect of duty, discrimination, harassment, and violation of confidentiality.

Chapter 3: Records Management

3.1: PURPOSE

This chapter establishes policies and procedures for the creation, maintenance, security, access, retention, and disposal of all official Pittsburg County Jail Facility (PCJF) records, with a particular focus on inmate records.

3.2: POLICY

The PCJF shall maintain an accurate, comprehensive, and secure records management system in compliance with the Oklahoma Jail Standards Act, state and federal laws, and established retention schedules. Records shall be maintained to document jail operations, support legal requirements, ensure inmate accountability, and provide necessary information for administrative and operational decision-making. Access to records shall be controlled to protect confidentiality and privacy rights.

3.3: INMATE RECORDS SYSTEM

3.3.1: Official System

The primary inmate records management system utilized by the PCJF shall be ODIS - Offender Data Information System. This system integrates data from various sources, including booking information, classification assessments, medical records, disciplinary actions, property logs, and movement tracking.

3.3.2: ODIS Integration

Where applicable and feasible, inmate booking and identification data shall be cross-referenced or integrated with the Oklahoma Offender Data Information System (ODIS) to ensure accuracy and access to relevant state-level offender information.

3.3.3: Guardian RFID Integration

The Guardian RFID system shall be utilized for inmate identification, tracking inmate movement within the facility, and logging specific activities such as cell checks, recreation periods, and program attendance, as designated by the Jail Administrator. Data logged via Guardian RFID shall be considered part of the official inmate record.

3.3.4: Record Content

Each inmate record shall contain, at a minimum: booking information, commitment documents, personal identifying information, photographs, fingerprints, classification documents, medical and mental health screening/records (maintained separately with

controlled access), property inventory, disciplinary records, grievances, court appearances, release information, and logs of significant events or movements.

3.4: RECORD CONFIDENTIALITY AND ACCESS

3.4.1: Confidentiality

Inmate records, particularly medical, mental health, and certain disciplinary or investigative information, are confidential and shall be protected from unauthorized access or disclosure in accordance with state and federal law (e.g., HIPAA for medical information).

3.4.2: Access Control

Access to inmate records shall be limited to authorized personnel with a legitimate operational or legal need-to-know. Access levels within digital systems shall be assigned based on job responsibilities. Sharing of login credentials is strictly prohibited.

3.4.3: Release of Information

Release of inmate information to outside agencies, attorneys, or the public shall be governed by Oklahoma Open Records Act, relevant privacy laws, and specific PCJF policy approved by the Sheriff. Requests for information must be processed through designated channels.

3.5: RECORD RETENTION AND DISPOSAL

3.5.1: Retention Schedule

All jail records shall be retained in accordance with the official records retention schedule approved by the Oklahoma Archives and Records Commission and Pittsburg County policy. The schedule specifies the minimum retention period for different types of records.

3.5.2: Storage

Records shall be stored securely to prevent loss, damage, or unauthorized access. Digital records require appropriate backup and disaster recovery procedures.

3.5.3: Disposal

Records that have met their required retention period shall be disposed of in a secure manner (e.g., shredding for physical documents, secure data wiping for digital records) as authorized by the Jail Administrator and in compliance with the approved retention schedule.

3.6: INCIDENT REPORTING AND DOCUMENTATION

3.6.1: Requirement

All significant incidents occurring within the PCJF, including use of force, disturbances, medical emergencies, suicide attempts, discovery of major contraband, security breaches,

injuries, and any deviation from standard operating procedure, must be documented thoroughly and accurately on an official Incident Report form.

3.6.2: Content

Incident reports shall include a factual, chronological narrative of the event, identifying information of all involved parties (staff and inmates), location, date/time, actions taken, evidence collected, and any injuries or property damage.

3.6.3: Submission and Review

Incident reports shall be completed and submitted to the shift supervisor before the end of the reporting officer's shift. Supervisors shall review reports for completeness and accuracy before forwarding them up the chain of command. Incident reports become part of the official jail records and may be included in relevant inmate files.

3.7: USE OF GUARDIAN RFID FOR LOGGING

3.7.1: Mandatory Use

Detention Officers shall utilize the Guardian RFID system as directed for logging required checks and activities, including but not limited to: inmate welfare checks, security tours, meal service confirmation, recreation yard movements, and out-of-cell activities.

3.7.2: Accuracy

Personnel are responsible for ensuring accurate and timely logging using the RFID system. Falsification or failure to properly log required activities is a violation of policy and subject to disciplinary action.

3.7.3: Auditing

Data collected via the Guardian RFID system shall be subject to regular audits by supervisory staff to ensure compliance with logging requirements and operational standards.

Chapter 4: Intake and Admission

4.1: PURPOSE

This chapter establishes standardized procedures for the initial reception, screening, and admission of individuals lawfully committed to the custody of the Pittsburg County Jail Facility (PCJF). These procedures are designed to ensure legality of confinement, maintain facility security, identify immediate medical or mental health needs, and protect the rights of arrestees.

4.2: POLICY

The PCJF shall only accept custody of individuals for whom valid legal authority exists (e.g., arrest warrant, court commitment order, probable cause arrest by a peace officer). All

individuals admitted shall undergo a standardized intake process that includes verification of identity and commitment authority, initial medical and suicide risk screening, and securing of personal property. The intake process shall be conducted professionally, efficiently, and with respect for the individual's rights, while prioritizing the safety and security of staff and the facility.

4.3: RECEPTION AND INITIAL PROCESSING

4.3.1: Secure Entry

All individuals brought to the PCJF for booking shall enter through the designated secure sally port or intake area. Transporting officers shall secure their weapons in designated lockers before entering the booking area.

4.3.2: Initial Control

Upon entry into the intake area, PCJF staff shall assume custody and control of the arrestee. Initial pat-down searches for weapons or obvious contraband may be conducted by intake staff, even if previously searched by the arresting officer.

4.3.3: Identification

Intake staff shall identify the arresting/transporting officer(s) and the individual being presented for booking. Basic information regarding the arrestee's identity and the nature of the charges shall be obtained.

4.4: VERIFICATION OF COMMITMENT PAPERS AND WARRANTS

4.4.1: Requirement

Intake staff MUST verify the legal authority for confinement before formally accepting custody. This includes examining arrest warrants, court commitment orders, or probable cause affidavits provided by the arresting officer. (Ref: Oklahoma Jail Standards Act)

4.4.2: Verification Procedures

- Warrants: Staff shall verify the warrant is valid, pertains to the individual presented, and is signed by a magistrate or judge. Warrant status may be confirmed through relevant databases (e.g., ODIS, NCIC) if necessary.
- **Commitment Orders:** Staff shall verify the order is current, complete, signed by a judge, and clearly orders commitment to the PCJF.
- **Probable Cause Arrests:** Staff shall review the arresting officer's probable cause affidavit or report to ensure it clearly articulates the basis for the arrest and identifies the specific criminal charge(s).

4.4.3: Refusal to Accept

Intake staff shall refuse to accept custody if valid legal authority for confinement cannot be established, if the commitment papers are clearly deficient, or if the individual requires immediate, emergency medical treatment beyond the capability of the facility prior to

booking (see Section 4.6). The refusal and the reason(s) shall be documented, and a supervisor shall be notified.

4.5: LEGAL BASIS FOR DETENTION

No individual shall be confined without proper legal documentation establishing the basis for detention. Intake staff are responsible for ensuring this documentation is present and appears valid upon initial review.

4.6: INTAKE FROM OTHER AGENCIES

4.6.1: Verification

When accepting inmates transferred from other correctional facilities or law enforcement agencies, PCJF intake staff shall verify the identity of the transporting officers and the inmate(s). All accompanying paperwork, including commitment documents, medical records, property inventories, and classification information, shall be reviewed for completeness.

4.6.2: Screening

Transferred inmates shall undergo the standard PCJF intake screening process, including medical and suicide risk screening, regardless of screening conducted at the sending facility.

4.7: INITIAL MEDICAL SCREENING

4.7.1: Requirement

All individuals admitted to the PCJF shall receive an initial medical screening conducted by trained booking officers or medical staff as soon as possible after arrival, prior to being booked into the facility. This screening is intended to identify immediate or emergency health needs, requirements for medical clearance before admission, and potential communicable diseases. (Ref: Oklahoma Jail Standards Act)

4.7.2: Procedure

The screening shall utilize the following:

- A vitals check using a machine to ensure that blood Pressure, temperature, pulse, and oxygen levels are within parameters set by the facility physician
- An approved medical screening form and includes visual observation
- direct questioning regarding current health status, recent injuries, chronic conditions, medications, allergies, and potential intoxication or withdrawal symptoms.

Detailed procedures are outlined in Chapter 23: Medical and Mental Health Services.

4.7.3: Medical Clearance

Individuals exhibiting signs of serious illness, injury, potential overdose, or severe withdrawal may require medical clearance from a hospital or qualified healthcare provider before being accepted into the jail. Intake staff shall contact a supervisor and medical personnel (if available) for guidance. Transportation for necessary medical clearance shall be done by the arresting officer.

4.8: INITIAL SUICIDE RISK SCREENING

4.8.1: Requirement

All individuals admitted to the PCJF shall receive an initial suicide risk screening conducted by trained booking officers or mental health staff as soon as possible after arrival. This screening is critical for identifying individuals at risk of self-harm. (Ref: Oklahoma Jail Standards Act & LLRMI Recommendations)

4.8.2: Procedure

The screening shall utilize an approved suicide risk screening form, involving direct questioning about current and past suicidal thoughts or behaviors, mental health history, recent stressors, and observation of the individual's demeanor and behavior. Detailed procedures are outlined in Chapter 24: Suicide Prevention and Intervention.

4.8.3: Response to Risk

Individuals identified as being at risk for suicide shall be managed according to the procedures outlined in Chapter 24, which may include increased supervision, referral to mental health professionals, specific housing assignments, and use of suicide-resistant materials (e.g., suicide smocks).

4.9: NOTIFICATION OF RIGHTS

While primarily the responsibility of the arresting agency, intake staff should ensure arrestees are aware of their basic rights, such as the right to legal counsel and the right to remain silent, particularly if questioning beyond standard booking information occurs. Information regarding access to telephones and legal counsel within the facility shall be provided during orientation (Chapter 9).

4.10: Documentation

All steps of the intake and admission process, including verification of commitment papers, results of medical and suicide screenings, and any refusals or requirements for external medical clearance, shall be thoroughly documented in the inmate's booking record and the appropriate logs or forms.

Chapter 5: Identification and Booking Procedures

5.1: PURPOSE

This chapter details the procedures for formally booking individuals into the Pittsburg County Jail Facility (PCJF) following initial intake and screening. The booking process includes gathering essential identifying information, creating the official inmate record, capturing photographs and fingerprints, and issuing necessary jail items.

5.2: POLICY

All individuals accepted for confinement shall undergo a standardized booking procedure to establish their identity, document personal information, create a comprehensive jail record, and facilitate management and tracking within the facility. Identification procedures shall utilize available technologies, including Guardian RFID and cross-referencing with state databases like ODIS, to ensure accuracy. The booking process shall be conducted systematically and professionally.

5.3: BOOKING PROCESS

5.3.1: Initiation

Following the completion of initial intake screenings (medical, suicide risk) and verification of commitment authority (Chapter 4), the formal booking process shall commence.

5.3.2: Data Collection

Booking officers shall collect detailed personal information from the inmate using the jail management system or approved booking forms. Information collected shall include, but is not limited to: * Full name and any aliases * Date of birth * Physical descriptors (height, weight, hair/eye color, scars, marks, tattoos) * Social Security Number (if available) * Last known address * Emergency contact information * Arresting agency and charges * Court information (if applicable) * Gang affiliation information (if disclosed or known) * Any relevant alerts (medical, mental health, security risks identified during screening)

5.3.3: Record Creation

The collected information shall be entered accurately into the jail management system to create the inmate's official booking record.

5.4: PHOTOGRAPHING AND FINGERPRINTING

5.4.1: Requirement

All inmates booked into the PCJF shall be photographed and fingerprinted according to established procedures, unless a specific exemption applies (e.g., certain civil detentions where prohibited by law).

5.4.2: Photography

Standardized photographs (e.g., front view, side view) shall be taken using approved equipment. Photographs should clearly capture the inmate's facial features. Additional photographs of scars, marks, tattoos, or injuries may be taken as needed for identification or documentation purposes.

5.4.3: Fingerprinting

Fingerprints shall be captured using approved electronic live-scan equipment or traditional ink-and-card methods if live-scan is unavailable. A full set of rolled and flat impressions shall be obtained. Fingerprints shall be submitted to relevant state (OSBI) and federal (FBI) databases as required by law and agency policy.

5.4.4: Record Association

Photographs and fingerprint data shall be linked to the inmate's official booking record in the jail management system.

5.5: USE OF GUARDIAN RFID FOR INMATE IDENTIFICATION

5.5.1: Issuance

Upon completion of booking, each inmate shall be issued a Guardian RFID wristband or identification card.

5.5.2: Activation and Linking

The issued RFID device shall be activated and electronically linked to the inmate's booking record within the Guardian RFID system and/or the jail management system.

5.5.3: Purpose

The Guardian RFID device serves as the primary means of electronic identification for tracking inmate movement, verifying presence during counts, logging participation in activities, and managing access control within the facility, as detailed in relevant chapters (e.g., Chapter 3, Chapter 11, Chapter 14).

5.5.4: Inmate Responsibility

Inmates are responsible for wearing or possessing their assigned RFID device at all times as directed. Tampering with, damaging, or transferring the device is a disciplinary offense.

5.6: OKLAHOMA OFFENDER DATA INFORMATION SYSTEM (ODIS) PROCEDURES

5.6.1: Querying

During the booking process, or as soon as practicable, booking staff shall query ODIS using available inmate identifiers (name, DOB, SSN, SID number) to check for existing state records, warrants, holds, and other relevant information.

5.6.2: Data Verification

Information obtained from ODIS shall be used to verify inmate identity and check for discrepancies with information provided by the inmate or arresting agency.

5.6.3: Record Updates

Relevant information obtained from ODIS, such as State ID numbers or active warrants, shall be documented in the inmate's PCJF booking record.

5.7: ISSUANCE OF JAIL UNIFORM AND BEDDING

5.7.1: Uniforms

Following booking and property storage (Chapter 6), inmates shall be issued clean jail uniforms appropriate to their classification and housing assignment.

5.7.2: Bedding and Linens

Inmates shall be issued a standard bedding pack, typically including a mattress, mattress cover, sheet(s), blanket(s), and a towel, upon assignment to a housing unit.

5.7.3: Hygiene Supplies

Basic personal hygiene items shall be issued upon intake or made available for purchase through commissary, in accordance with Chapter 26.

5.8: Documentation

All booking procedures, including data collection, photographing, fingerprinting, and issuance of RFID devices and supplies, shall be documented in the inmate's booking record and relevant system logs.

Chapter 6: Inmate Property Control

6.1: PURPOSE

This chapter establishes procedures for the intake, inventory, storage, and release of personal property belonging to inmates confined in the Pittsburg County Jail Facility (PCJF). It also outlines the procedures for managing inmate funds.

6.2: POLICY

The PCJF shall implement strict procedures for the control of inmate personal property to prevent loss, theft, damage, and the introduction of contraband. All personal property taken from an inmate upon admission shall be inventoried, securely stored, and returned upon release, unless legally confiscated or disposed of according to policy. Inmate funds shall be managed through the approved inmate banking system (LOCKDOWN) to ensure accountability and security.

6.3: INTAKE OF PERSONAL PROPERTY

6.3.1: Procedure

During the booking process (following initial searches detailed in Chapter 7), inmates shall surrender all personal property in their possession, except for items specifically authorized to be retained (e.g., certain medical devices, legal documents under specific conditions). Intake staff shall carefully inventory all property received in the presence of the inmate whenever possible.

6.3.2: Inventory

- Each item of property shall be listed on an official Inmate Property Inventory form.
- Descriptions should be specific (e.g., "yellow metal ring with clear stone," not just "ring"; "\$157.32 in US currency").
- Both the intake officer and the inmate shall sign the inventory form, acknowledging its accuracy. A copy shall be provided to the inmate, and the original placed in the inmate's record/property file.
- If an inmate refuses to sign, the officer shall note the refusal on the form, and a second officer shall witness and sign.

6.3.3: Prohibited Items

Items identified as contraband, illegal substances, or evidence of a crime shall be handled according to Chapter 12 (Contraband Control) and relevant laws. Such items will not be stored as inmate property but will be seized and processed appropriately.

6.4: PROPERTY STORAGE

6.4.1: Method

Inventoried personal property (excluding funds) shall be placed in a secure property bag or container labeled with the inmate's name and booking number.

6.4.2: Location

Property bags/containers shall be stored in a designated, secure property room accessible only to authorized personnel. The storage location should be organized to allow for efficient retrieval.

6.4.3: Valuables

High-value items (e.g., jewelry, large sums of currency before deposit) may require additional security measures or storage in a separate, locked container or safe within the property room, as directed by the Jail Administrator.

6.5: CONTRABAND IDENTIFICATION AND DISPOSAL (Cross-reference Security Chapter)

Any item not permitted within the facility, discovered during intake or later, is considered contraband. Procedures for identifying, documenting, seizing, and disposing of contraband are detailed in Chapter 12: Searches and Contraband Control.

6.6: PROPERTY RELEASE PROCEDURES

6.6.1: Release to Third Party

Inmates may request to release some or all of their stored property to a designated third party. Such requests must be made in writing using an approved Property Release Form. The designated person must present valid photo identification upon arrival to claim the property. Staff shall verify the inmate's authorization before releasing property, and the recipient must sign acknowledging receipt.

6.6.2: Release Upon Transfer or Discharge

Upon an inmate's transfer to another facility or final release from custody, their stored personal property shall be returned. Staff shall retrieve the property bag/container and verify its contents against the original inventory form with the inmate present, whenever possible. The inmate shall sign the inventory form acknowledging receipt of the property. Any discrepancies noted must be documented immediately and reported to a supervisor.

6.6.3: Abandoned Property

Property left behind by released inmates and not claimed within a specified period (e.g., 30 days, as per county/state regulations) shall be considered abandoned. Abandoned property shall be disposed of according to established county procedures and applicable state law.

6.7: HANDLING OF INMATE FUNDS (LOCKDOWN Inmate Banking System)

6.7.1: Intake of Funds

All personal currency taken from an inmate during intake shall be counted in the inmate's presence, verified by the inmate and officer, documented on the property inventory form, and secured.

6.7.2: Deposit into Inmate Account

As soon as practicable, all inmate funds received during intake or subsequently received through approved channels (e.g., mail, kiosk deposits) shall be deposited into the inmate's individual account within the designated inmate banking system (LOCKDOWN).

6.7.3: Account Management

The LOCKDOWN system shall be used to manage all inmate financial transactions, including deposits, commissary purchases (Chapter 21), medical co-pays (Chapter 23), phone usage fees (Chapter 20), and withdrawals upon release.

6.7.4: Receipts and Statements

Inmates shall receive receipts for all funds deposited into their accounts. Account statements detailing transactions shall be made available to inmates upon request, according to procedures established by the Jail Administrator and the capabilities of the LOCKDOWN system.

6.7.5: Release of Funds

Upon release, the inmate's account balance shall be reconciled. Any remaining funds shall be returned to the inmate via check, debit card, or other method approved by the county and facilitated through the LOCKDOWN system. The inmate shall sign acknowledging receipt of final funds.

6.7.6: Auditing

Inmate accounts and the LOCKDOWN system shall be subject to regular audits to ensure accuracy, prevent fraud, and maintain accountability.

6.8: Documentation

All property and fund transactions, including intake inventories, releases to third parties, final releases, deposits, and withdrawals, must be meticulously documented on the appropriate forms and within the relevant electronic systems (Jail Management System, LOCKDOWN system). Signed forms shall be retained in the inmate's record.

Chapter 7: Searches and Contraband Control (Intake)

7.1: PURPOSE

This chapter outlines the policies and procedures for conducting searches of individuals upon intake into the Pittsburg County Jail Facility (PCJF) and the use of specialized equipment, such as the ClearPass Body Scanner, to detect and prevent the introduction of contraband.

7.2: POLICY

To maintain the safety and security of the facility, all individuals admitted to the PCJF shall be thoroughly searched for weapons, contraband, and illegal substances prior to being placed in general population housing. Searches shall be conducted professionally, ethically, and in accordance with legal standards, including the Oklahoma Jail Standards Act and relevant case law regarding search procedures (e.g., balancing institutional security needs with inmate privacy rights). The ClearPass Body Scanner shall be utilized as a primary, non-invasive search tool during intake and upon return from court appearances to enhance contraband detection.

7.3: INTAKE SEARCH PROCEDURES

7.3.1: Initial Pat-Down Search

Upon arrival in the secure intake area, officers shall conduct a clothed pat-down search of the arrestee to detect weapons or obvious contraband. This search should be performed systematically, covering all areas of the body and clothing.

7.3.2: Search Prior to Scanner/Strip Search

Before utilizing the body scanner or conducting a strip search, inmates should remove outer garments (jackets, hats, shoes) and empty their pockets. These items shall be searched separately.

7.4: USE OF CLEARPASS BODY SCANNER

7.4.1: Requirement

All inmates undergoing the intake process shall be scanned using the ClearPass Body Scanner, unless specific medical contraindications exist (e.g., pregnancy, certain medical implants – refer to manufacturer guidelines and medical consultation) or the individual physically cannot be scanned. Inmates returning from court appearances or other outside appointments shall also be scanned upon re-entry to the facility.

7.4.2: Procedure

- Trained officers shall operate the ClearPass Body Scanner according to manufacturer guidelines and PCJF procedures.
- Inmates shall be instructed on how to stand and position themselves for the scan.
- The scan process is brief and utilizes low-dose transmission X-ray technology to detect objects concealed on or within the body.
- Officers monitoring the scan images shall look for anomalies or shapes inconsistent with normal anatomy that may indicate concealed contraband.

7.4.3: Positive Scan Results

If the body scan reveals a suspicious object or anomaly: * The inmate shall be isolated from other inmates. * A supervisor shall be notified immediately. * Based on the nature and location of the suspected contraband, further action may include a targeted search, a strip search (following procedures in Section 7.5), placement under observation, or seeking medical intervention if the object appears to be internally concealed and potentially hazardous. * All findings and subsequent actions shall be documented.

7.4.4: Refusal to Scan

Refusal to submit to a required body scan may result in disciplinary action and alternative search methods, such as a strip search, being employed based on reasonable suspicion.

7.5: STRIP SEARCHES

7.5.1: Justification and Authority

Consistent with the Oklahoma Jail Standards Act and the U.S. Supreme Court ruling in *Florence v. Board of Chosen Freeholders*, strip searches are authorized for all inmates prior to their initial placement into the general population housing areas of the facility. This measure is necessary to detect and prevent the introduction of weapons, drugs, and other contraband, ensuring the safety and security of inmates, staff, and the facility. Strip searches conducted under other circumstances (e.g., post-intake based on suspicion) are addressed in Chapter 12.

7.5.2: Authorization

Strip searches conducted during intake prior to general population placement must be authorized by a supervisor (Sergeant or higher) before being conducted, unless exigent circumstances exist. The supervisor's authorization confirms adherence to policy and procedural requirements.

7.5.3: Procedure

- Strip searches shall be conducted in a private location, shielded from view by individuals not involved in the search.
- The search shall be conducted by at least two officers of the same gender as the inmate being searched.
- Officers shall conduct the search professionally and quickly, without touching the inmate unless necessary to retrieve contraband.
- Inmates shall be instructed to remove their clothing systematically. Officers shall
 visually inspect the inmate's body cavities (mouth, ears, nose, etc.) and skin folds. A
 "squat and cough" procedure may be required.
- Body cavity probes are prohibited unless conducted by qualified medical personnel under specific legal authority (e.g., search warrant).
- Clothing removed shall be thoroughly searched before being returned or exchanged for a jail uniform.

7.5.4: Documentation

All strip searches conducted during intake prior to general population placement must be documented on a dedicated form or within the incident report. The documentation shall detail that the search was conducted as part of the standard intake procedure, the authorizing supervisor, officers involved, inmate searched, time/location, and any contraband found. Documentation for strip searches conducted under other circumstances (Ref: Chapter 12) must include the specific justification (e.g., reasonable suspicion).

7.6: DOCUMENTATION OF SEARCHES

All searches conducted during intake (pat-down, body scan results, strip search if applicable) and any contraband discovered shall be documented in the inmate's booking record, the jail management system, and/or specific incident reports as appropriate.

7.7: HANDLING DISCOVERED CONTRABAND

7.7.1: Seizure and Documentation

Any contraband discovered during intake searches shall be immediately seized. The item(s), location found, inmate, and discovering officer(s) shall be documented.

7.7.2: Processing

- Illegal Items (Drugs, Weapons): Shall be processed as evidence according to Pittsburg County Sheriff's Office evidence procedures. Criminal charges may be filed.
- Nuisance Contraband (Excessive clothing, unauthorized items): May be added to the inmate's stored property or disposed of according to policy.
- Money: Handled according to Chapter 6 (Inmate Property Control).

7.7.3: Chain of Custody

Proper chain of custody procedures must be followed for all seized contraband, especially items considered illegal or requiring evidentiary processing.

Chapter 8: Inmate Classification and Housing

8.1: PURPOSE

This chapter establishes the policies and procedures for classifying inmates and assigning them to appropriate housing within the Pittsburg County Jail Facility (PCJF). The classification system aims to ensure the safety of inmates and staff, maintain facility security and order, and provide appropriate management for inmates with varying needs and risk levels.

8.2: POLICY

The PCJF shall utilize an objective classification system to assess the risks and needs of each inmate upon intake and throughout their confinement. Classification decisions shall be based on verifiable criteria and documented thoroughly. Housing assignments shall be made based on the inmate's classification level, considering factors such as security risk, safety concerns, gender, juvenile status, medical/mental health needs, and program participation. Each inmate shall be provided with a usable bed. The system will comply with the Oklahoma Jail Standards Act regarding required separations and incorporate LLRMI recommendations for objective classification practices.

8.3: CLASSIFICATION SYSTEM AND CRITERIA

8.3.1: Objective System

The PCJF employs an objective classification system based on quantifiable factors predictive of behavior and risk in a correctional setting. This system minimizes subjective judgment and promotes consistency.

8.3.2: Classification Factors

Factors considered in the classification assessment shall include, but are not limited to: * Severity of current charges * Criminal history (prior convictions, escape history, violence) * History of institutional behavior (previous disciplinary issues, assaults) * Known gang affiliation * Medical and mental health status (including suicide risk) * Age and physical characteristics * Protective custody needs * Detainer or hold status * Sentence length (if applicable)

8.3.3: Classification Levels

Based on the assessment, inmates shall be assigned a classification level (e.g., Maximum, Medium, Minimum Security; or specific designations like Special Management, General Population). These levels determine housing assignments, supervision requirements, and eligibility for programs or work assignments.

8.4: INITIAL CLASSIFICATION AND HOUSING ASSIGNMENT

8.4.1: Timing

Initial classification assessment shall be completed as soon as practicable after booking, typically within 24-72 hours, allowing for information gathering and review.

8.4.2: Process

Designated classification staff or trained booking officers shall gather information from booking records, criminal history checks (ODIS, NCIC), intake screening forms (medical, suicide risk), and inmate interviews (if necessary) to complete the objective classification assessment instrument.

8.4.3: Initial Housing

Pending completion of the initial classification, inmates may be temporarily housed in designated intake or holding cells.

8.4.4: Assignment

Upon completion of the assessment, the inmate shall be assigned to a housing unit consistent with their classification level and other relevant factors (see Section 8.6 and 8.7). Each assigned housing location (cell or designated sleeping area in a dorm) shall contain a usable bed raised off the floor for each inmate housed therein. (Ref: Oklahoma Jail Standards Act)

8.5: SPECIAL MANAGEMENT INMATES

8.5.1: Categories

Inmates requiring housing separate from the general population due to safety, security, or disciplinary reasons fall under special management categories, including: * Disciplinary Segregation: For inmates found guilty of serious rule violations (Pod D). * Administrative Segregation: Non-punitive separation for safety or security reasons (e.g., pending investigation, risk to others). * Protective Custody: For inmates requiring protection from other inmates due to verified threats or vulnerability (Pod E). * Medical/Mental Health Observation: For inmates requiring close medical or mental health monitoring (Pod A).

8.5.2: Placement and Review

Placement in special management housing requires documentation justifying the need. Status in these units shall be reviewed regularly (e.g., every 7 days for protective custody, every 30 days for administrative segregation, per disciplinary sanction limits) by a classification committee or designated supervisors.

8.6: HOUSING UNIT DESIGNATIONS

The PCJF utilizes the following designated housing pods based on classification and special needs: * Pod A: Medical / Elderly * Pod B: Federal Inmate Reward Housing (Single Cellbased on good behavior, hygiene, housekeeping) * Pod C: Restrictive Housing / Mental Health Observation * Pod D: Disciplinary Segregation * Pod E: Protective Custody * Pod F: Federal General Population * Pods G/H: General Population (Further segregated by classification level as needed)

8.7: CLASSIFICATION REVIEW AND REASSIGNMENT

8.7.1: Periodic Review

An inmate's classification shall be reviewed periodically (e.g., every 30-90 days, depending on level) or upon significant changes in status (e.g., new charges, major disciplinary infraction, completion of sentence phase).

8.7.2: Reclassification Criteria

Reclassification may result in a change in housing assignment, privilege level, or program eligibility based on factors such as sustained positive behavior, disciplinary history, changes in legal status, or assessed risk.

8.7.3: Inmate Requests

Inmates may request a classification review or protective custody assessment through established procedures (e.g., inmate request form, communication with classification staff).

8.8: SEPARATION REQUIREMENTS (Per Oklahoma Jail Standards Act)

8.8.1: Mandatory Separations

The PCJF shall maintain separation between the following inmate categories at all times, including during housing, transport, and activities, unless under direct, constant supervision: * Male and Female Inmates: Sight and sound separation required. * Juveniles and Adults: Complete sight and sound separation required. Juveniles shall be managed according to Chapter 35.

8.8.2: Recommended Separations

Whenever possible, efforts should be made to separate: * Pre-trial detainees from sentenced inmates. * Inmates with known conflicts or predatory behavior from potential victims. * Inmates requiring protection from those who pose a threat.

8.9: ADA ACCOMMODATIONS POLICY - INMATE ACCESS & COMPLIANCE

8.9.1. PURPOSE

To ensure inmates with disabilities are identified, evaluated, and provided with reasonable accommodations and access to programs, services, and activities in accordance with the **Americans with Disabilities Act (ADA)** and the **Rehabilitation Act of 1973**.

8.9.2. POLICY

Pittsburg County Jail is committed to providing inmates with disabilities equal access to jail programs and services. Detention staff will identify, document, and notify appropriate personnel when accommodations or evaluations are needed. Inmates shall not be excluded, denied participation, or discriminated against based on a qualified physical, mental, or cognitive disability.

8.9.3. PROCEDURE

8.9.3.1 Identification

- ADA needs may be identified during:
 - Intake medical screening
 - o Suicide/mental health screening
 - o Staff observation or inmate self-disclosure
- Staff shall document:
 - Observed impairments
 - o Any assistive devices (e.g., wheelchair, hearing aid)
 - Inmate statements or records indicating a qualifying condition

8.9.3.2 ACCOMMODATION REQUEST

- Inmates may request accommodations:
 - o Verbally
 - o In writing via a grievance or request form
- Staff must forward the request to the Shift Supervisor and ADA Coordinator or designee
- Examples of accommodations:
 - Mobility aids
 - Visual or hearing assistance
 - Modified housing or program access
 - Communication assistance (e.g., sign language interpreter)

8.9.3.3 MEDICAL & CLASSIFICATION REVIEW

- Medical and/or mental health staff shall review the request or referral
- If confirmed, the Classification Officer shall:
 - Note any housing or movement restrictions
 - o Ensure equal access to programs, visits, services
 - Coordinate ongoing needs with ADA Coordinator or designated administrator

8.9.3.4 DOCUMENTATION

- ADA-related decisions and accommodations must be:
 - Documented in ODIS and Guardian RFID
 - Included in the inmate's medical/classification record
 - o Reviewed regularly or upon change in condition or assignment

8.9.3.5 DENIAL OF ACCOMMODATIONS

- If an accommodation is denied, the inmate must be:
 - Informed in writing with justification
 - Provided an opportunity to file a grievance or appeal

8.9.3.6 STAFF RESPONSIBILITIES

- All staff shall:
 - Treat inmates with disabilities respectfully and lawfully
 - Protect confidential medical and mental health information
 - o Promptly report observed or reported ADA needs to a supervisor

8.9.3.7 TRAINING

- Staff shall receive annual training on:
 - o Recognizing ADA needs
 - o Responding appropriately
 - Documentation and referral procedures

8.10: Documentation

All classification assessments, housing assignments, reviews, and reclassifications shall be documented in the inmate's official record using the approved classification forms and entered into the jail management system. Justification for special management housing placements and reviews must be clearly recorded.

Chapter 9: Inmate Orientation

9.1: PURPOSE

This chapter outlines the procedures for providing newly admitted inmates with essential information regarding the rules, regulations, services, programs, and procedures of the Pittsburg County Jail Facility (PCJF).

9.2: POLICY

All inmates admitted to the PCJF general population shall receive a timely orientation to familiarize them with facility expectations and available resources. Orientation shall include access to the Inmate Handbook, which details rules of conduct, schedules, disciplinary procedures, grievance processes, available services (medical, mail, visitation, commissary, etc.), and PREA reporting information. Orientation aims to reduce inmate anxiety, promote compliance with rules, and ensure inmates are aware of their rights and responsibilities.

9.3: PROVISION OF INMATE HANDBOOK

9.3.1: Accessibility

The official PCJF Inmate Handbook shall be the primary source of orientation information. The handbook shall be made accessible to inmates primarily through the designated inmate kiosk system.

9.3.2: Alternative Formats

For inmates unable to access or utilize the kiosk system (e.g., due to literacy issues, disabilities, housing restrictions), alternative means of providing handbook information shall be made available, such as audio recordings, staff assistance, or printed copies upon request and approval.

9.3.3: Language

Efforts will be made to provide handbook information in languages other than English when a significant portion of the inmate population requires it, subject to available resources.

9.4: ORIENTATION CONTENT

9.4.1: Key Information

The Inmate Handbook and orientation process (whether via kiosk or staff interaction) shall cover, at a minimum: * Facility rules and regulations * Inmate rights and responsibilities * Disciplinary procedures and sanctions (Reference Chapter 18 and Appendix E) * Grievance procedures (Reference Chapter 17) * Schedule of daily activities (meals, recreation, counts) * Access to medical and mental health services (Reference Chapter 23) * Suicide prevention information (Reference Chapter 24) * Mail and phone procedures (Reference Chapter 20) * Visitation rules and schedule (Reference Chapter 19) * Commissary procedures (Reference Chapter 21) * Personal hygiene and sanitation expectations (Reference Chapter 26) * Access to legal materials/counsel (Reference Chapter 16) * Religious services and accommodations (Reference Chapter 16) * Program availability (Reference Chapter 22) * Emergency procedures (fire, medical, etc.) * Prison Rape Elimination Act (PREA) information, including reporting methods (Reference Chapter 27) * Use of the kiosk system

9.4.2: Updates

The Inmate Handbook shall be reviewed and updated concurrently with the main Policy and Procedure Manual, or more frequently as needed, to ensure accuracy.

9.5: DOCUMENTATION OF ORIENTATION

9.5.1: Acknowledgement

Inmates shall be required to acknowledge receipt or access to the orientation information/Inmate Handbook. This acknowledgement may be captured electronically via the kiosk system or through a signed form.

9.5.2: Record Keeping

Documentation confirming that orientation was provided or made accessible shall be maintained in the inmate's official record.

9.6: KIOSK USAGE POLICY

9.6.1: Access

Inmates in general population housing units shall have reasonable access to the inmate kiosks during designated hours.

9.6.2: Approved Uses

The kiosks are provided for specific, approved purposes, including: * Accessing the Inmate Handbook * Submitting inmate requests * Filing grievances * Checking account balances (LOCKDOWN system) * Ordering commissary (Commissary Express) * Accessing approved educational or informational content * Video visitation scheduling/access (NCIC system, if integrated) * Other functions as authorized by the Jail Administrator

9.6.3: Prohibited Uses

Misuse of the kiosk system, including attempting to bypass security features, accessing unauthorized content, damaging the equipment, or using another inmate's login, is a disciplinary offense.

9.6.4: Monitoring

Kiosk usage may be monitored for security and administrative purposes.

Chapter 10: Release Procedures

10.1: PURPOSE

This chapter outlines the procedures for the authorized release of inmates from the custody of the Pittsburg County Jail Facility (PCJF), including releases upon completion of sentence, posting of bond, court order, or transfer to another agency.

10.2: POLICY

Inmates shall only be released from the PCJF upon verification of lawful authority (e.g., court order, completion of sentence calculation, confirmation of bond payment, transfer order). The release process shall include positive identification of the inmate, return of personal property and funds, and completion of all required documentation. Releases shall be conducted in an orderly and secure manner.

10.3: VERIFICATION OF RELEASE ORDERS

10.3.1: Requirement

Prior to releasing any inmate, staff MUST verify the authority and conditions of the release. This is a critical step to prevent erroneous releases.

10.3.2: Verification Methods

- Court Orders: Verify the order is signed by a judge, pertains to the correct inmate, and clearly orders release (e.g., Order of Dismissal, Release on Recognizance, Time Served).
- **Bond Release:** Confirm receipt of payment or surety bond documentation from the appropriate court clerk or bonding agency. Verify the bond applies to all pending local charges for which the inmate is held. (See Section 10.5 for detailed bonding procedures).
- **Completion of Sentence:** Verify the calculated release date based on the court's sentencing order and any applicable credits (good time, time served). Calculations should be double-checked.
- **Transfer Orders:** Verify the order from a court or receiving agency authorizing the transfer. Confirm identity of transporting officers.
- Detainers/Holds: Check records (JMS, ODIS, NCIC) for any active warrants or holds from other jurisdictions that may prevent release, even if local charges are resolved.

10.3.3: Supervisor Approval

In cases of uncertainty regarding release authority or complex situations (multiple holds, conflicting orders), staff shall consult with a supervisor before proceeding with the release.

10.4: RELEASE PROCESS

10.4.1: Inmate Identification

Positively identify the inmate being released using multiple identifiers (e.g., photograph, RFID band, name, DOB, physical descriptors) and compare against release paperwork.

10.4.2: Property Return

Retrieve the inmate's stored personal property. Verify the contents against the original inventory form with the inmate present. Both the officer and inmate sign the form acknowledging the return of property. (Ref: Chapter 6).

10.4.3: Fund Return

Process the return of any remaining funds from the inmate's account through the LOCKDOWN banking system, following procedures outlined in Chapter 6. Obtain inmate signature acknowledging receipt.

10.4.4: Dress Out

Allow the inmate to change from jail uniform into their personal clothing (returned with property) in a designated area.

10.4.5: Final Check

Conduct a final check for any outstanding requirements, holds, or conditions of release (e.g., need for transport, notification requirements).

10.4.6: Exit from Facility

Escort the released individual to the designated public exit point (e.g., booking lobby).

10.5: BONDING PROCEDURES

10.5.1: Information

Staff shall provide inmates and callers with general information regarding bond amounts set by the court and the types of bonds accepted (e.g., cash, surety). Staff shall not recommend specific bonding companies.

10.5.2: Cash Bonds

Cash bonds must be paid in the full amount specified by the court. Payments are typically made at the Court Clerk's office during business hours or according to after-hours procedures established by the courts and Sheriff's Office. Jail staff may be authorized to accept cash bonds under specific circumstances and procedures, requiring meticulous documentation and secure handling of funds.

10.5.3: Surety Bonds

Surety bonds are posted by licensed bonding companies. Bonding company agents must present proper identification and completed, legally sufficient bond paperwork to jail staff. Staff shall verify the agent's credentials and the validity of the bond document before processing the release.

10.5.4: Release on Recognizance (OR)

Release based on a court order allowing the inmate's release on their own recognizance without financial security. Requires verification of the court order.

10.5.5: Documentation

All bond transactions (receipt of payment confirmation, acceptance of surety bond paperwork) must be documented in the inmate's record and appropriate logs. Copies of bond paperwork shall be retained.

10.6: NOTIFICATIONS UPON RELEASE

10.6.1: Victim Notification

If required by law or court order (e.g., VINE system registration, specific protective orders), designated staff shall ensure required notifications are made to victims prior to or upon the inmate's release.

10.6.2: Other Notifications

Notifications to probation/parole officers, other agencies with holds (if release is authorized), or pre-trial services may be required depending on the circumstances of the release.

10.7: Documentation

The entire release process, including verification of release authority, property/fund return confirmation, and time of release, shall be thoroughly documented in the inmate's official record, the jail management system, and any required release logs.

Chapter 11: Facility Security and Control

11.1: PURPOSE

This chapter establishes policies and procedures designed to maintain the security and control of the Pittsburg County Jail Facility (PCJF). It covers physical security measures, control of keys and tools, inmate accountability, and control center operations to prevent escapes, disturbances, and the introduction of contraband, ensuring the safety of staff, inmates, and the public.

11.2: POLICY

The PCJF shall maintain a high level of security through a combination of physical barriers, technological systems, procedural controls, and vigilant staff supervision. All personnel are responsible for adhering strictly to security procedures. Any breach of security or potential vulnerability must be reported immediately. Security measures shall comply with the Oklahoma Jail Standards Act.

11.3: PERIMETER AND FACILITY SECURITY MEASURES

11.3.1: Perimeter Security

The exterior perimeter of the facility (fences, walls, gates, lighting) shall be maintained in good repair and inspected regularly by designated staff. Access through perimeter gates shall be strictly controlled.

11.3.2: Entry/Exit Control

Access to the secure areas of the jail shall be limited to authorized personnel, official visitors, and escorted individuals. All entry and exit points (sally ports, main entrances,

control room doors) shall be kept secure at all times. Staff shall verify the identity of anyone seeking entry.

11.3.3: Security Systems

Security systems, including surveillance cameras, door control systems, intercoms, and alarm systems, shall be maintained in operational order. Regular checks and maintenance shall be performed. Malfunctions must be reported immediately for repair.

11.4: KEY AND TOOL CONTROL

11.4.1: Key Control

- Inventory and Issuance: All facility keys shall be inventoried and accounted for. Keys shall be issued only to authorized personnel based on their post assignment or duties. A log shall be maintained documenting key issuance and return.
- **Security:** Jail keys shall never be taken outside the secure perimeter (except for authorized transport keys), left unattended, or loaned to inmates or unauthorized persons. Lost or damaged keys must be reported immediately to a supervisor.
- Storage: Keys not in use shall be stored securely in a designated key control box, typically located in the control center.

11.4.2: Tool Control

- **Inventory:** All tools used within the secure perimeter (maintenance tools, cleaning equipment, medical instruments, kitchen utensils) shall be inventoried and accounted for.
- **Shadow Boards/Marking:** Tools should be stored on shadow boards or marked for easy identification and inventory.
- **Supervision:** Tools brought into housing units or inmate-accessible areas must be under the direct supervision of staff at all times.
- **Accounting:** Tools must be accounted for before, during, and after use in secure areas. Missing tools must be reported immediately, and search procedures initiated.

11.5: INMATE COUNTS AND ACCOUNTABILITY

11.5.1: Requirement

Formal, documented inmate counts shall be conducted at regular intervals throughout each 24-hour period to verify the presence and location of all inmates. Counts are a critical security function.

11.5.2: Frequency and Timing

Formal counts shall occur at least once per shift, and more frequently as determined by the Jail Administrator (e.g., at shift change, before/after major movements, during nighttime hours). The timing of counts should be varied slightly to prevent predictability.

11.5.3: Count Procedure

All inmate movement shall cease during formal counts.

- Officers shall physically see and/or identify each inmate assigned to their area.
- Counts shall be conducted systematically and recorded on approved forms or electronically.
- Guardian RFID system may be used to supplement or verify counts, but direct visual confirmation remains essential.
- Count results from all areas shall be reported to the control center for reconciliation against the official facility roster.

11.5.4: Count Discrepancies

If a count does not clear (i.e., discrepancy found), immediate steps shall be taken: * Recount the affected area(s). * Notify a supervisor immediately. * Lock down the facility. * Initiate search procedures if the discrepancy persists. * Implement escape procedures (Chapter 33) if an escape is confirmed.

11.5.5: Informal Counts

Informal counts and continuous observation shall occur throughout the shift during routine activities and movements.

11.6: CONTROL CENTER OPERATIONS

11.6.1: Function

The control center is the security hub of the facility, responsible for monitoring surveillance systems, controlling doors and gates, managing communications, coordinating emergency responses, and maintaining key control.

11.6.2: Staffing

The control center shall be staffed by trained personnel at all times.

11.6.3: Access

Access to the control center shall be strictly limited to authorized personnel.

11.6.4: Responsibilities

Control center officers shall: * Maintain constant vigilance and monitor all security systems. * Control all electronic door and gate operations within the secure perimeter. * Manage internal and external communications (radio, telephone, intercom). * Dispatch officers in response to incidents or requests. * Maintain accurate logs of activities, movements, and incidents. * Coordinate emergency responses. * Control issuance and return of designated keys and equipment.

11.7: SECURITY INSPECTIONS

11.7.1: Requirement

Supervisors and designated staff shall conduct regular and unannounced inspections of all areas of the facility to identify security vulnerabilities, check for contraband, ensure compliance with procedures, and assess sanitation and safety conditions.

11.7.2: Areas

Inspections shall cover inmate housing units, common areas, recreation yards, kitchen, laundry, medical areas, storage rooms, perimeter, and control centers.

11.7.3: Documentation

Findings of security inspections shall be documented, and corrective actions shall be initiated and tracked to completion.

Chapter 12: Searches and Contraband Control (Ongoing)

12.1: PURPOSE

This chapter details the policies and procedures for conducting ongoing searches within the Pittsburg County Jail Facility (PCJF) after the initial intake process. These searches include routine and random searches of inmates, cells, common areas, visitors, and staff to detect and prevent the possession, trafficking, and use of contraband, thereby maintaining facility safety and security.

12.2: POLICY

The PCJF maintains a zero-tolerance policy regarding contraband. Regular and unannounced searches are essential components of facility security. All searches shall be conducted thoroughly, professionally, and consistent with legal standards, balancing security needs with inmate rights. All discovered contraband shall be seized, documented, and disposed of or processed as evidence according to established procedures.

12.3: CELL SEARCHES

12.3.1: Frequency and Type

- **Routine Searches:** Officers shall conduct routine visual inspections of cells during daily activities for obvious contraband or security issues.
- **Thorough Searches:** Thorough, systematic searches of individual cells or entire housing units shall be conducted on a regular, unannounced basis as directed by supervisors.
- **For-Cause Searches:** A specific cell may be searched based on reasonable suspicion that it contains contraband (e.g., information received, inmate behavior).

12.3.2: Procedure

- Whenever feasible and safe, inmates should be removed from the cell before a thorough search begins.
- Officers shall systematically search all areas of the cell, including bedding, fixtures, walls, floors, ceilings, vents, and inmate personal property allowed in the cell.
- Officers should look for hidden compartments, alterations to facility property, weapons, drugs, nuisance contraband, and any other unauthorized items.
- Searches should be conducted methodically to avoid damage to legitimate inmate property.

12.4: AREA SEARCHES

12.4.1: Requirement

Common areas accessible to inmates (dayrooms, recreation yards, program areas, work areas, visitation rooms, hallways) shall be searched regularly and randomly for contraband or security breaches.

12.4.2: Procedure

Searches shall be systematic, covering all furniture, equipment, fixtures, and potential hiding places within the designated area. Inmate access to the area should be restricted during the search.

12.5: INMATE SEARCHES (Ongoing)

12.5.1: Pat-Down Searches

Clothed pat-down searches may be conducted randomly or before/after movement to specific areas (e.g., visitation, recreation, work assignments, transport) to detect easily concealable contraband.

12.5.2: Strip Searches (Post-Intake)

- **Justification:** Similar to intake, strip searches after initial placement require reasonable suspicion that an inmate is concealing contraband not detectable by less intrusive means. Common justifications include return from contact visits, return from outside work details, or specific intelligence.
- **Authorization & Procedure:** Must be authorized by a supervisor and conducted according to the procedures outlined in Chapter 7 (Section 7.5), ensuring privacy and same-gender officers.

12.5.3: Body Cavity Searches

Visual inspection of body cavities may occur during authorized strip searches. Body cavity *probes* remain prohibited unless conducted by qualified medical personnel under specific legal authority (e.g., search warrant).

12.6: VISITOR AND STAFF SEARCHES

12.6.1: Visitor Searches

- All visitors entering the secure areas of the facility are subject to search.
- Visitors may be required to pass through metal detectors, be scanned with handheld devices, and/or undergo a pat-down search by staff of the same gender.
- Personal belongings allowed into visitation areas are restricted and subject to search.
- Signs shall be posted notifying visitors they are subject to search.
- Refusal to submit to a search may result in denial of the visit.
- Discovery of contraband may lead to visit termination and potential criminal charges.

12.6.2: Staff Searches

- All personnel entering the secure perimeter are subject to search of their person and belongings.
- Searches may include metal detectors, pat-downs, and inspection of bags/containers.
- Searches may be conducted randomly or based on suspicion.
- Introduction of contraband by staff is a serious violation subject to disciplinary action and criminal prosecution.

12.7: VEHICLE SEARCHES

Vehicles entering the secure perimeter of the facility (delivery trucks, maintenance vehicles, transport vans) are subject to search to prevent the introduction or removal of contraband or unauthorized persons.

12.8: DISCOVERY AND HANDLING OF CONTRABAND

12.8.1: Definition

Contraband is any item prohibited by facility rules or state/federal law. This includes, but is not limited to: weapons, ammunition, explosives, drugs, drug paraphernalia, alcohol, unauthorized medications, hazardous materials, escape tools, unauthorized communication devices (cell phones), currency (above authorized limits or in unauthorized areas), items used to gamble, and excessive amounts of authorized items.

12.8.2: Seizure

All discovered contraband shall be immediately seized by staff.

12.8.3: Documentation

The discovery of contraband must be documented thoroughly, including: * Date, time, and location of discovery. * Description of the item(s). * How it was discovered (type of search). * Officer(s) involved. * Inmate(s) associated with the contraband (if known). * Photographs of the contraband may be taken. * An Incident Report shall be completed.

12.8.4: Processing and Disposal

- **Illegal Contraband (Drugs, Weapons, etc.):** Processed as evidence according to Sheriff's Office policy. Chain of custody must be maintained. May result in disciplinary action and/or new criminal charges against the inmate.
- Nuisance/Unauthorized Contraband: May be destroyed, stored with inmate property (if appropriate and authorized), or disposed of according to facility procedures. May result in disciplinary action.

12.8.5: Chain of Custody

Strict chain of custody procedures must be followed for all contraband, especially items with evidentiary value.

12.9: Documentation of Searches

All non-routine searches (thorough cell searches, area searches, strip searches, for-cause searches) shall be documented in logbooks or specific reports, noting the time, location, officers involved, reason for the search (if applicable), and results.

Chapter 13: Use of Force and Restraints

13.1: PURPOSE

This chapter establishes policies and procedures governing the use of physical force and restraint devices by Pittsburg County Jail Facility (PCJF) personnel. The purpose is to ensure that force is used only when necessary, objectively reasonable, and legally justifiable to maintain order, prevent escapes, protect individuals (inmates, staff, visitors) from harm, and ensure compliance with lawful orders. This policy emphasizes deescalation techniques and the sanctity of human life.

13.2: POLICY

PCJF personnel shall only use the amount of force that is objectively reasonable and necessary under the totality of the circumstances to achieve a legitimate correctional objective. Force shall never be used as punishment, retaliation, or discipline. Personnel shall utilize de-escalation techniques whenever feasible before resorting to force. All uses of force must be documented thoroughly and reviewed by supervisors. This policy adheres to legal standards established by the U.S. Supreme Court (e.g., Graham v. Connor, Whitley v. Albers, Kingsley v. Hendrickson), the Oklahoma Jail Standards Act, and LLRMI recommendations.

13.3: USE OF FORCE CONTINUUM AND GUIDELINES

13.3.1: Concept

The use of force continuum provides a framework for officers to assess situations and select appropriate force options based on the level of resistance encountered. It is a guideline, recognizing that incidents are dynamic and may require immediate escalation or de-escalation.

13.3.2: Levels (Example Continuum - Adapt based on specific PCJF training/model)

- Officer Presence: Uniformed presence can deter resistance.
- Verbal Commands: Clear, concise commands and warnings.
- **Empty Hand Control (Soft):** Techniques with minimal chance of injury (escort holds, pressure points).
- Empty Hand Control (Hard): Techniques with higher chance of injury (strikes, takedowns) used to overcome active resistance.
- Less-Lethal Weapons: Chemical agents (OC spray), Electronic Control Devices (Tasers), specialty impact munitions (used by trained personnel under specific circumstances).
- **Lethal Force:** Force likely to cause death or serious physical injury, justified only when the officer reasonably believes it necessary to prevent imminent death or serious physical injury to self or others.

13.3.3: Factors for Reasonableness

When evaluating the reasonableness of force, factors include: * The severity of the security threat or rule violation. * The threat reasonably perceived by the officer(s). * The degree of resistance offered by the inmate. * Efforts made to de-escalate or use lesser force. * The inmate's physical condition, mental state, and known history. * The availability of backup and resources.

13.4: DE-ESCALATION TECHNIQUES

Personnel shall be trained in and utilize de-escalation techniques whenever possible and safe to do so. This includes communication strategies, maintaining distance, using time, tactical positioning, and seeking voluntary compliance before resorting to physical force.

13.5: APPROVED TECHNIQUES AND EQUIPMENT

Personnel shall only use force techniques and equipment for which they have received approved training. Unauthorized techniques or equipment are prohibited.

13.6: USE OF RESTRAINT DEVICES

13.6.1: Purpose

Restraint devices (handcuffs, leg irons, flex cuffs, restraint belts) are used to control inmate movement, prevent escape, ensure safety during transport, and manage disruptive behavior.

13.6.2: Application

- Restraints shall be applied according to approved training methods.
- They shall not be applied excessively tight, causing unnecessary pain or restricting circulation. Double-lock handcuffs when tactically feasible.
- Restraints shall never be used as punishment.

 Regular checks shall be conducted on inmates in restraints, especially for extended periods.

13.7: USE OF THE RESTRAINT CHAIR (SPAR System)

13.7.1: Justification

The restraint chair (SPAR system) is an extraordinary measure used to control inmates who are exhibiting violent, self-destructive, or uncontrollable behavior that poses a significant threat to themselves or others, and cannot be safely managed through less restrictive means.

13.7.2: Authorization

Placement in the restraint chair requires authorization from a supervisor (Sergeant or higher). Medical personnel should be consulted or notified as soon as practicable.

13.7.3: Procedure

- Placement shall be performed by trained personnel using approved techniques.
- Secure all restraints according to manufacturer guidelines and training.
- Ensure the inmate's airway is not obstructed and circulation is not compromised.

13.7.4: Monitoring

- Inmates in the restraint chair require continuous, direct observation by staff.
- Regular checks (e.g., every 15 minutes) must be conducted and documented, assessing circulation, breathing, level of consciousness, and overall condition. Medical personnel must conduct assessments periodically.
- Range of motion exercises should be provided periodically as deemed safe and appropriate by medical staff and supervisors.

13.7.5: Duration and Release

Placement in the restraint chair shall be for the minimum time necessary to regain control. The inmate shall be released as soon as they no longer pose an imminent threat. The decision to release requires supervisory approval, often in consultation with medical/mental health staff.

13.7.6: Documentation

Use of the restraint chair requires comprehensive documentation, including justification, authorization, placement procedures, continuous monitoring logs, medical assessments, and release conditions.

13.8: CHEMICAL AGENTS AND DELIVERY SYSTEMS

13.8.1: Justification

Chemical agents (including Oleoresin Capsicum (OC) spray and specialized delivery systems like the JPX Jet Protector) may be used by trained personnel to control actively resistant or assaultive inmates when lesser force options are ineffective or unsafe.

13.8.2: Procedure

- General: Provide verbal warnings before deployment when feasible. Avoid using chemical agents on individuals who are already subdued or compliant, or where others (staff, non-involved inmates) may be significantly affected.
- OC Spray (Handheld): Use short, targeted bursts according to training.
- **JPX Jet Protector:** Deploy according to specific training on the device, considering its range and targeted delivery system. Ensure proper aiming and adhere to manufacturer guidelines and agency training.

13.8.3: Decontamination

Inmates exposed to chemical agents (OC) shall be offered decontamination (fresh air, water flushing) as soon as practicable after they are secured.

13.8.4: Medical Assessment

Inmates exposed to chemical agents (OC) shall be assessed by medical staff.

13.9: REPORTING AND REVIEW OF FORCE INCIDENTS

13.9.1: Mandatory Reporting

Any use of force beyond routine handcuffing or escort holds must be documented by all involved and witnessing personnel on an official Use of Force Report before the end of the shift.

13.9.2: Report Content

Reports shall detail the circumstances leading to the use of force, the inmate's actions/resistance, de-escalation attempts, specific force options used, justification for the force, any injuries sustained (staff or inmate), and medical assessments provided.

13.9.3: Supervisory Review

Supervisors shall review all use of force reports for completeness, accuracy, and compliance with policy. The review shall include examining available evidence (e.g., camera footage, witness statements).

13.9.4: Administrative Review

Use of force incidents shall be subject to further administrative review by command staff and potentially a dedicated Use of Force Review Committee to identify training needs, policy deficiencies, and ensure accountability.

13.10: MEDICAL ASSESSMENT AFTER FORCE

Any inmate involved in a use of force incident (beyond routine handcuffing/escort) shall receive a medical assessment by qualified medical staff as soon as practicable to identify and treat any injuries.

13.11: DUTY TO INTERVENE

13.11.1. PURPOSE

To establish the legal and ethical obligation of all detention personnel to intervene when witnessing excessive use of force or abuse of an inmate, and to outline the expectations for reporting such incidents.

13.11.2. POLICY

All personnel assigned to the Pittsburg County Jail Facility have a **duty to intervene** when they witness or become aware of the use of excessive force, unlawful conduct, or abuse committed by another staff member or inmate that may jeopardize the rights, safety, or well-being of an inmate. Staff are also required to report such incidents through appropriate channels.

13.11.3. PROCEDURE

13.11.3.1 Intervention Obligation

- Any staff member who witnesses another staff member or deputy:
 - Using excessive force,
 - o Engaging in cruel, inhumane, or degrading treatment,
 - Or failing to take reasonable steps to stop ongoing abuse,

shall intervene to **stop the behavior**, if it is safe to do so, and **immediately notify a supervisor**.

 The same duty applies when witnessing inmate-on-inmate violence where failure to act may result in serious injury or rights violations.

13.11.3.2 Situational Judgement

- Staff must assess their ability to safely intervene based on:
 - Risk of injury to themselves or others

- The nature of the situation (active fight, armed inmate, group threat)
- The availability of backup
- When physical intervention is unsafe, staff must:
 - Immediately call for assistance,
 - Secure the area, and
 - o Provide verbal commands or attempt to de-escalate when feasible

13.11.3.3 Reporting Requirements

- All incidents requiring intervention shall be:
 - $\circ \quad \text{Reported to the \textbf{Shift Supervisor} immediately}$
 - o Documented in a detailed **incident report**
 - Logged in Guardian RFID and ODIS as appropriate
- Staff shall not delay reporting due to personal relationships, fear of retaliation, or assumption that another party has reported it.

13.11.3.4 Retaliation Prohibited

- No staff member shall retaliate against another employee for intervening or reporting a violation.
- Retaliation or failure to intervene may result in disciplinary action, up to and including termination.

13.11.4. TRAINING

All detention staff shall receive training on:

- Use of force standards
- Recognition of excessive force or abuse
- Legal duty to intervene
- Procedures for reporting and documenting intervention incidents

13.12 SPIT HOOD RESTRAINT

13.12.1. PURPOSE

To establish guidelines for the safe, appropriate use of spit hoods to prevent the spread of bodily fluids during violent or high-risk encounters with inmates, while ensuring staff and inmate safety and respecting legal and ethical standards.

13.12.2. POLICY

The Pittsburg County Jail authorizes the use of spit hoods as a temporary protective measure when an inmate is actively spitting, threatening to spit, or attempting to bite. Spit hoods may only be used by trained personnel and shall never be used for punishment, harassment, or intimidation.

13.12.3. AUTHORIZATION FOR USE

- Spit hoods may be applied when:
 - o An inmate is actively **spitting at staff or others**
 - o An inmate is threatening or attempting to spit or bite
 - o There is a credible risk of infectious disease transmission
- A **Shift Supervisor must be notified** and approve continued use if not already present at the time of application.

13.12.4. APPLICATION PROCEDURE

- Use only approved department-issued spit hoods
- Apply the hood in a manner that does not restrict breathing
- Ensure:
 - o The hood fits properly and does not cover the neck or restrict airway
 - o The inmate can be verbally communicated with
- Do not use spit hoods on inmates with:
 - Obstructed breathing
 - Active vomiting
 - Profuse bleeding from the mouth or nose

13.12.5. DURATION & MONITORING

- The spit hood shall be removed as soon as the threat behavior ends
- Inmates wearing a spit hood must be:
 - Kept under constant observation
 - Monitored for signs of:
 - Respiratory distress
 - Agitation

- Medical complications
- Supervisors must ensure the hood is removed at the earliest safe opportunity

13.12.6. DOCUMENTATION REQUIREMENTS

- An incident report must be completed detailing:
 - o The reason for application
 - Staff present and applying
 - o Start and removal times
 - o Supervisor notification
 - o Inmate behavior before, during, and after use
 - Any medical concerns or evaluations
- All applications and checks must be logged in Guardian RFID
- Incident report and related documentation must be uploaded to ODIS

13.12.7. POST-USE MEDICAL FOLLOW-UP

- Inmates shall be offered medical evaluation after the hood is removed
- Any complaint of difficulty breathing or distress during use shall be:
 - o Immediately referred to medical staff
 - \circ Logged in the incident report and ODIS

Chapter 14: Inmate supervision and movement

14.1: PURPOSE

This chapter establishes policies and procedures for the effective supervision of inmates within the Pittsburg County Jail Facility (PCJF) and the control of inmate movement. Proper supervision and controlled movement are essential for maintaining safety, security, order, and preventing incidents.

14.2: POLICY

The PCJF shall provide adequate supervision of all inmates consistent with their classification level and the security requirements of the facility. Staff shall maintain vigilance and awareness of inmate activities and behaviors at all times. Inmate movement shall be controlled, authorized, and monitored to ensure accountability and prevent escapes or disturbances. Supervision practices shall comply with the Oklahoma Jail

Standards Act, including requirements related to staff-to-inmate ratios and observation frequency.

14.3: DIRECT SUPERVISION PRINCIPLES (Where Applicable)

14.3.1: Concept

In housing units designed for direct supervision (if applicable), officers work within the housing unit, interacting continuously with inmates. This model relies on communication, observation, and proactive management to maintain control and safety.

14.3.2: Application

In designated direct supervision units, officers are expected to: * Be physically present within the unit during inmate activity periods. * Engage in proactive communication with inmates. * Identify and resolve conflicts or potential problems early. * Enforce rules consistently and fairly. * Maintain awareness of the unit's atmosphere and inmate dynamics.

14.4: STAFF TO INMATE RATIOS AND OBSERVATION

14.4.1: Ratios

Staffing levels shall be maintained to ensure adequate supervision based on facility design, classification levels, and inmate activities. Staff-to-inmate ratios shall meet or exceed the minimums required by the Oklahoma Jail Standards Act.

14.4.2: Observation Rounds

- General Population: Officers shall conduct and document visual observation rounds
 of inmates in general population housing units at staggered intervals, not to exceed 60
 minutes between checks. (Verify exact interval required by SB 595).
- **Special Management:** Inmates in special management housing (disciplinary, administrative segregation, protective custody) or those deemed high-risk require more frequent observation, typically not exceeding **30 minutes** between checks. (Verify exact interval required by SB 595).
- **Suicide Watch:** Inmates on suicide watch require continuous or close observation at intervals not exceeding **15 minutes**, as detailed in Chapter 24.
- **Documentation:** All observation rounds must be documented accurately in facility logs or electronic systems (e.g., Guardian RFID).

14.5: INMATE MOVEMENT WITHIN THE FACILITY

14.5.1: Authorization

All inmate movement outside of their assigned housing unit must be authorized and supervised or monitored by staff.

14.5.2: Controlled Movement

Movement should occur during designated times whenever possible.

- Group movements should be supervised by an adequate number of officers based on the number of inmates and their classification levels.
- Officers shall ensure inmates proceed directly to their destination without deviation.
- Communication between control centers and escorting officers is crucial.

14.5.3: Use of Guardian RFID Tracking

- The Guardian RFID system shall be utilized to monitor and log inmate movement between designated points within the facility (e.g., housing unit to medical, recreation yard, visitation).
- Officers escorting inmates or supervising movement shall ensure RFID tracking points are utilized correctly.
- RFID data provides an electronic record of inmate location and movement times, enhancing accountability.

14.5.4: Restraints During Movement

Restraints may be required during certain movements based on inmate classification, destination (e.g., outside the secure perimeter), or specific behavioral concerns, as outlined in Chapter 13 and Chapter 15.

14.6: SUPERVISION IN HOUSING UNITS

14.6.1: Officer Responsibilities

Housing unit officers are responsible for: * Maintaining order and enforcing rules within the unit. * Conducting regular observation rounds and inmate counts. * Responding to inmate requests and needs. * Observing inmate behavior and interactions for signs of conflict, distress, or illicit activity. * Conducting security checks and searches of the unit. * Documenting all significant activities and observations.

14.6.2: Communication

Officers shall maintain communication with the control center and supervisors regarding unit status and any incidents.

14.7: SUPERVISION DURING ACTIVITIES

14.7.1: Requirement

Adequate staff supervision must be provided during all inmate activities outside of their cells, including recreation, meals, work assignments, program participation, and visitation.

14.7.2: Recreation

Officers supervising recreation shall monitor inmate interactions, enforce rules, prevent gambling or fighting, and ensure equipment is used safely.

14.7.3: Work Assignments (Trustee Program)

Inmates participating in work details (trustees) must be supervised appropriately based on the location and nature of the work. Supervision levels may vary for inside versus outside work details.

14.7.4: Meals

Officers shall supervise inmate movement to and from the dining area (if applicable) and maintain order during meal service.

14.7.5: Programs and Visitation

Staff shall provide supervision appropriate to the setting to ensure safety and security during educational programs, religious services, and visitation periods.

14.8: Documentation

All required observation rounds, inmate counts, significant movements, and supervisory activities shall be documented accurately in official logs, incident reports, or electronic systems (JMS, Guardian RFID).

Chapter 15: Transportation of Inmates

15.1: PURPOSE

This chapter establishes policies and procedures for the safe, secure, and humane transportation of inmates outside the Pittsburg County Jail Facility (PCJF) for purposes such as court appearances, medical appointments, transfers to other facilities, or other authorized movements.

15.2: POLICY

All inmate transports shall be conducted with paramount attention to security and safety for the public, staff, and the inmate(s). Transports shall only be undertaken with proper authorization and documentation. Personnel assigned to transport duties must be appropriately trained and utilize approved vehicles and equipment. Restraint procedures shall be strictly followed. Communication protocols must be maintained throughout the transport.

15.3: AUTHORIZATION AND SCHEDULING

15.3.1: Authorization

All non-emergency transports must be authorized by a supervisor and properly documented (e.g., court order, medical appointment verification, transfer paperwork).

15.3.2: Scheduling

Transports shall be scheduled to allow adequate time for preparation, travel, and completion of the required activity (court, appointment, etc.). Scheduling should consider potential delays and security needs.

15.4: PERSONNEL ASSIGNMENT AND PREPARATION

15.4.1: Assignment

Only trained and qualified personnel shall be assigned to transport duties. The number of officers assigned shall be based on the number of inmates being transported, their classification/risk level, the destination, and the type of vehicle used. Generally, a minimum of two officers is required for most transports.

15.4.2: Pre-Transport Briefing

Transport officers shall receive a briefing prior to departure, including inmate information (name, charges, classification, medical/mental health alerts, potential risks), destination details, route information, and any specific security concerns.

15.4.3: Officer Preparation

Transport officers shall ensure they have necessary equipment, including firearms (if authorized for transport duty), ammunition, restraints (handcuffs, leg irons, transport belts), communication devices (radio, phone), and any required paperwork.

15.5: VEHICLE REQUIREMENTS AND INSPECTIONS

15.5.1: Approved Vehicles

Only vehicles specifically designed or modified for secure inmate transport shall be used. These vehicles typically feature secure compartments, safety screens, and appropriate locking mechanisms.

15.5.2: Pre-Transport Inspection

Before each transport, officers shall thoroughly inspect the vehicle, checking: * Mechanical condition (tires, lights, fuel, fluids). * Security features (door locks, screens, cages). * Communication equipment (radio). * Emergency equipment (first aid kit, fire extinguisher). * Ensure the vehicle interior is free of any contraband or potential weapons before placing inmates inside.

15.5.3: Post-Transport Inspection

After completing the transport and removing inmates, officers shall inspect the vehicle again for any damage or contraband left behind.

15.6: INMATE PREPARATION AND SEARCH

15.6.1: Identification

Positively identify the inmate(s) scheduled for transport.

15.6.2: Search

Inmates shall be thoroughly searched (pat-down or strip search based on policy/suspicion) immediately prior to leaving the facility for transport.

15.6.3: Restraints

Appropriate restraint devices shall be applied before the inmate leaves the secure area of the jail. Standard restraints typically include handcuffs (double-locked) and leg irons, often secured with a transport belt or chain. The level of restraint shall be based on inmate classification, risk assessment, and transport destination.

15.7: TRANSPORT SECURITY PROTOCOLS

15.7.1: Loading and Unloading

Loading and unloading of inmates shall occur in secure locations whenever possible (e.g., jail sally port, courthouse holding area). Officers must maintain constant vigilance during these vulnerable times.

15.7.2: Route Planning

Primary and alternative routes should be planned in advance, avoiding predictable patterns when possible. High-risk transports may require more detailed route planning and security measures.

15.7.3: Supervision During Transport

Officers shall maintain visual observation of inmates during transport to the extent possible based on vehicle design. Inmates shall not be left unattended in vehicles.

15.7.4: Stops During Transport

Unscheduled stops should be avoided. If a stop is necessary (emergency), officers must maintain security and notify the facility.

15.7.5: Security at Destination

Upon arrival at the destination (courthouse, hospital), officers are responsible for maintaining custody and security of the inmate until relieved by court personnel or facility staff, or until the purpose of the transport is complete.

15.8: COMMUNICATION DURING TRANSPORT

15.8.1: Radio Communication

Transport officers shall maintain radio communication with the PCJF control center or dispatch.

15.8.2: Status Updates

Officers shall notify dispatch/control upon departure, arrival at destination, departure from destination, and return to the facility. Any deviations, incidents, or emergencies during transport must be reported immediately.

15.9: TRANSPORT FOR COURT, MEDICAL, AND TRANSFERS

15.9.1: Court Transports

Follow specific procedures established with the courts regarding arrival times, security checkpoints, and inmate holding areas.

15.9.2: Medical Transports

- Emergency: Secure the inmate appropriately (considering medical condition) and transport immediately to the nearest appropriate medical facility. Notify the facility and supervisor.
- Non-Emergency: Schedule appointments and transport according to standard procedures. Ensure necessary medical paperwork accompanies the inmate. Officers remain responsible for custody at the medical facility unless formally relieved by other law enforcement or corrections personnel under specific agreement.

15.9.3: Inter-Facility Transfers

Ensure all required paperwork (transfer orders, medical records, property inventory) is complete and accompanies the inmate. Confirm arrangements with the receiving facility.

15.10: Documentation

All transports shall be documented in a transport log and/or the inmate record, including authorization, officers assigned, times of departure/arrival, destination, vehicle used, and any significant incidents occurring during the transport.

Chapter 16: Inmate Rights and Privileges

16.1: PURPOSE

This chapter outlines the fundamental rights afforded to inmates confined within the Pittsburg County Jail Facility (PCJF) under the U.S. Constitution, Oklahoma Constitution, and relevant statutes, including the Oklahoma Jail Standards Act. It also addresses inmate privileges, which are conditional benefits that may be granted or restricted based on behavior, classification, and facility resources.

16.2: POLICY

The PCJF shall respect and protect the constitutional and statutory rights of all inmates. Personnel shall not subject inmates to discrimination, harassment, or retaliation for exercising their rights. While confinement necessarily limits certain freedoms, inmates retain fundamental rights, including access to courts, access to counsel, freedom from cruel and unusual punishment, freedom of religion (within institutional limits), and due process in disciplinary actions. Privileges, such as commissary access, telephone use, and general population recreation, are subject to restriction based on legitimate penological interests, including safety, security, and disciplinary sanctions.

16.3: OVERVIEW OF INMATE RIGHTS

16.3.1: Constitutional Rights

Inmates retain rights under the U.S. and Oklahoma Constitutions, including: * First Amendment: Freedom of speech and religion (subject to limitations necessary for security and order). * Fourth Amendment: Protection against unreasonable searches (limited scope within a Detention Facility). * Fifth/Fourteenth Amendments: Right to due process (e.g., in disciplinary hearings) and equal protection under the law. * Sixth Amendment: Right to counsel (for charged offenses). * Eighth Amendment: Protection against cruel and unusual punishment (including deliberate indifference to serious medical needs and failure to protect from harm).

16.3.2: Statutory Rights

Inmates have rights granted by state statutes, including those outlined in the Oklahoma Jail Standards Act, covering areas such as medical care, sanitation, visitation (subject to regulation), mail (subject to inspection), and grievance procedures.

16.4: ACCESS TO COURTS AND LEGAL COUNSEL

16.4.1: Right to Counsel

Inmates have the right to consult with legal counsel regarding pending criminal charges or other legal matters. Confidential visits between inmates and their attorneys of record (or authorized representatives) shall be permitted during designated hours and in designated locations that allow for auditory privacy.

16.4.2: Attorney Visits

Attorneys must present valid identification (e.g., Bar card, driver's license) and may be subject to search. Attorney visits shall not be unreasonably restricted but may be regulated for security purposes. Procedures for scheduling attorney visits are outlined in Chapter 19 (Visitation).

16.4.3: Legal Telephone Calls

Reasonable opportunities shall be provided for inmates to make confidential telephone calls to their attorneys of record, subject to facility procedures and potential monitoring limitations (calls are generally not recorded, but staff must be aware of procedures).

16.5: ACCESS TO LEGAL MATERIALS / LAW LIBRARY

16.5.1: Requirement

Inmates shall have meaningful access to legal materials necessary to challenge their convictions, sentences, or conditions of confinement. This may be provided through access to a physical law library, electronic legal research tools (kiosk), or assistance from designated personnel or legal aid services.

16.5.2: Access Procedures

Procedures for requesting access to legal materials or assistance shall be outlined in the Inmate Handbook. Access shall be provided within a reasonable timeframe, subject to security considerations and resource availability.

16.5.3: Supplies

Indigent inmates shall be provided with basic writing materials (paper, pen/pencil) upon request for preparing legal documents.

16.6: RELIGIOUS FREEDOM AND ACCOMMODATION

16.6.1: Right to Practice

Inmates have the right to practice their religion, subject to limitations reasonably related to legitimate penological interests (safety, security, order). The facility shall not endorse or prohibit any specific religion.

16.6.2: Religious Services and Activities

Opportunities for group religious services or activities shall be provided, coordinated by approved clergy or religious volunteers, subject to scheduling and security requirements.

16.6.3: Clergy Visits

Confidential visits with approved clergy members shall be permitted under similar guidelines as attorney visits (Chapter 19).

16.6.4: Religious Diets

Reasonable accommodations for medically or religiously mandated dietary needs shall be made whenever possible, following procedures outlined in Chapter 25 (Food Service).

16.6.5: Religious Items

Inmates may be permitted to possess certain religious items (e.g., texts, medallions) if they do not pose a security risk, subject to approval and search procedures.

16.7: FREEDOM FROM DISCRIMINATION

Inmates shall not be subjected to discrimination or harassment based on race, religion, national origin, gender, sexual orientation, disability, or other protected status in housing assignments, program access, disciplinary actions, or other aspects of jail operations.

16.8: INMATE PRIVILEGES

16.8.1: Definition

Privileges are benefits granted to inmates that are not constitutionally or statutorily mandated. These may include commissary access, telephone use (non-legal), general population recreation beyond minimum requirements, access to certain programs, and dayroom activities.

16.8.2: Restriction of Privileges

Privileges may be restricted or suspended as a disciplinary sanction (Chapter 18), for safety or security reasons, during lockdowns, or based on classification status. Restrictions shall be applied fairly and consistently.

16.9: Documentation

Requests and provisions related to inmate rights (e.g., legal access requests, religious accommodation requests) and any restrictions placed on privileges shall be documented in the inmate's record or relevant logs.

Chapter 17: Inmate Grievance Procedures

17.1: PURPOSE

This chapter establishes a formal process through which inmates confined in the Pittsburg County Jail Facility (PCJF) can seek resolution for complaints or concerns regarding policies, procedures, conditions of confinement, or the actions of staff members. The grievance procedure provides an administrative channel for addressing issues internally.

17.2: POLICY

The PCJF shall maintain a fair, accessible, and timely inmate grievance procedure in compliance with the Oklahoma Jail Standards Act and constitutional requirements for due process. Inmates shall be informed of the grievance procedure during orientation (Chapter 9) and shall have access to necessary forms. There shall be no reprisal or disciplinary action taken against an inmate solely for filing a grievance in good faith. The process shall include provisions for investigation, response, and appeal.

17.3: SCOPE OF GRIEVANCES

Inmates may file grievances concerning a wide range of issues, including but not limited to:

* Application of facility rules, policies, or procedures. * Actions or conduct of staff members.

* Conditions of confinement (sanitation, food, medical access, etc.). * Access to programs or services. * Property issues. * Disciplinary actions (separate appeal process may apply, see Chapter 18). * Issues related to PREA (may have specific reporting channels, see Chapter 27).

Grievances concerning court decisions or sentence lengths are generally outside the scope of the jail grievance process and should be addressed through the judicial system.

17.4: FILING A GRIEVANCE

17.4.1: Grievance Forms

Inmates wishing to file a grievance shall use the official Inmate Grievance Form. These forms shall be readily available through housing unit officers or designated locations (e.g., kiosk system, request slips).

17.4.2: Informal Resolution Attempt

Inmates are encouraged, but not required, to attempt informal resolution by discussing the issue directly with the involved staff member or their housing unit officer before filing a formal grievance, provided it is safe and appropriate to do so.

17.4.3: Submission

Completed grievance forms should be submitted through designated channels, such as placing them in a secure grievance drop box or handing them directly to a supervisor or designated grievance coordinator. Inmates should not give grievances to uninvolved staff members unless no other option is available.

17.4.4: Timeliness

Grievances should be filed within a reasonable timeframe after the incident or condition occurred (e.g., within 7 days) to allow for timely investigation. Exceptions may be made for valid reasons.

17.5: INVESTIGATION AND RESPONSE

17.5.1: Receipt and Logging

All submitted grievances shall be logged, documenting the date received, inmate name, and a brief summary of the complaint.

17.5.2: Initial Review

The grievance coordinator or a designated supervisor shall conduct an initial review to determine if the grievance is within scope and contains sufficient information.

17.5.3: Investigation

If the grievance is accepted, an investigation shall be conducted. This may involve interviewing the grievant, involved staff, and any witnesses; reviewing relevant documents or video footage; and inspecting physical conditions if applicable.

17.5.4: Response Timeframe

A written response shall be provided to the inmate within a specified timeframe (e.g., 10-15 business days) after the grievance is logged. The response shall summarize the findings of the investigation and state the decision or action taken.

17.5.5: Response Content

The response should clearly address the issues raised in the grievance. If the grievance is denied, the reason(s) for denial should be stated. If upheld, the corrective action taken or planned should be outlined.

17.6: APPEALS PROCESS

17.6.1: Right to Appeal

If the inmate is dissatisfied with the initial grievance response, they may appeal the decision to a higher authority within the facility (e.g., Jail Administrator or designee).

17.6.2: Filing an Appeal

Appeals must be submitted in writing, typically using a Grievance Appeal Form, within a specified timeframe (e.g., 5 days) after receiving the initial response. The appeal should state the reason for dissatisfaction with the initial response.

17.6.3: Appeal Review

The designated appellate authority shall review the original grievance, the investigation file, the initial response, and the inmate's appeal statement.

17.6.4: Final Decision

A final written decision on the appeal shall be provided to the inmate within a specified timeframe (e.g., 10-15 business days). This decision typically represents the final step in the administrative grievance process.

17.7: SPECIAL GRIEVANCES

17.7.1: Emergency Grievances

Procedures shall exist for handling grievances alleging immediate risk of harm, which require expedited review and response.

17.7.2: Confidential Grievances

Procedures should allow for confidential submission of grievances regarding sensitive matters (e.g., staff misconduct, PREA issues) directly to the Jail Administrator or designated authority outside the normal submission process.

17.8: RECORD KEEPING

All submitted grievances, investigation materials, responses, appeals, and final decisions shall be maintained as part of the facility's administrative records and may be cross-referenced in the inmate's file where appropriate. Grievance logs shall be maintained to track timeliness and identify potential systemic issues.

Chapter 18: Inmate Discipline

18.1: PURPOSE

This chapter establishes the rules of inmate conduct, outlines prohibited acts, and details the disciplinary process used within the Pittsburg County Jail Facility (PCJF) to address rule violations. The disciplinary system is intended to maintain safety, security, and order within the facility by holding inmates accountable for their behavior in a fair and consistent manner.

18.2: POLICY

The PCJF shall maintain a clear set of inmate rules and a formal disciplinary process that ensures due process protections as required by law (including the Oklahoma Jail Standards Act) and correctional best practices. Disciplinary actions shall be proportionate to the offense committed and imposed only after the inmate has been found guilty through the established hearing process. Corporal punishment is strictly prohibited. The disciplinary process aims to correct behavior, not solely to punish.

18.3: RULES OF CONDUCT

18.3.1: Inmate Handbook

Facility rules and regulations are detailed in the Inmate Handbook (Chapter 9), which is accessible to all inmates. Inmates are responsible for knowing and complying with these rules.

18.3.2: Prohibited Acts

A comprehensive list of prohibited acts (offenses) and the corresponding range of potential sanctions is provided in Appendix E: Disciplinary Code and Offenses List (derived from the provided "Offenses and disciplinary actions.docx"). Offenses are typically categorized by severity (e.g., Minor, Major, Serious).

18.4: DISCIPLINARY PROCESS (Due Process Requirements)

The disciplinary process for major/serious rule violations shall adhere to due process requirements, including: * Written Notice: Inmates shall receive written notice of the specific charges against them, typically within 24-48 hours of the alleged violation being reported. * Impartial Hearing: Inmates have the right to a hearing before an impartial hearing officer or board. * Opportunity to Be Heard: Inmates have the right to appear at the hearing, make a statement, present relevant evidence, and call witnesses (subject to limitations based on safety and security). * Assistance: Inmates may request assistance from a staff representative if they are illiterate or unable to adequately prepare due to the complexity of the issue. * Written Decision: Inmates shall receive a written decision based on the evidence presented at the hearing, stating the findings and the sanction(s) imposed, if any. * Appeal: Inmates have the right to appeal the disciplinary decision.

18.5: REPORTING VIOLATIONS

18.5.1: Staff Responsibility

Staff members who witness or discover an inmate rule violation shall document the incident promptly and accurately on an official Disciplinary Report form.

18.5.2: Report Content

The report shall include the inmate's name, date/time/location of the violation, specific rule(s) violated, a detailed factual narrative of the incident, names of any witnesses (staff or inmate), and any physical evidence collected.

18.5.3: Submission

The completed Disciplinary Report shall be submitted to a supervisor for review before the end of the reporting officer's shift.

18.6: PRE-HEARING PROCEDURES

18.6.1: Supervisory Review

A supervisor shall review the Disciplinary Report for completeness and determine if the alleged violation warrants formal disciplinary action. Minor violations may be handled informally (e.g., verbal counseling, documented warning) if appropriate.

18.6.2: Investigation

For major/serious violations, a brief investigation may be conducted to gather additional information or witness statements.

18.6.3: Service of Notice

If formal charges are pursued, the inmate shall be served with a written Notice of Charges, detailing the alleged violation(s) and informing them of their rights related to the disciplinary hearing.

18.6.4: Pre-Hearing Detention

An inmate accused of a serious violation that poses a threat to safety or security may be placed in administrative segregation pending the disciplinary hearing.

18.7: DISCIPLINARY HEARINGS

18.7.1: Scheduling

Hearings shall be scheduled promptly, typically within 3-5 business days after the inmate receives the Notice of Charges, allowing adequate time for preparation.

18.7.2: Hearing Officer/Board

Hearings shall be conducted by a trained, impartial staff member or committee who was not involved in the incident.

18.7.3: Hearing Procedure

- The hearing officer reads the charges and inmate rights.
- The reporting staff member may present the report/evidence.
- The inmate is given the opportunity to make a statement, present evidence, and call witnesses (subject to security limitations – reasons for denying witnesses must be documented).
- The hearing officer may ask questions of all parties.
- The decision shall be based on a preponderance of the evidence presented.

18.7.4: Record

A record of the hearing proceedings shall be maintained.

18.8: SANCTIONS AND PUNISHMENTS

18.8.1: Authorized Sanctions

If found guilty, the hearing officer may impose one or more sanctions authorized in the Disciplinary Code (Appendix E) based on the severity of the offense and the inmate's disciplinary history. Sanctions may include: * Verbal or written reprimand * Loss of privileges (commissary, phone, recreation, visitation) for a specified period * Extra duty assignments * Restitution (for property damage) * Disciplinary segregation (Pod D) for a specified period (subject to limits set by Oklahoma Jail Standards Act and facility policy) * Loss of earned good time credits (for sentenced inmates, if applicable)

18.8.2: Prohibited Sanctions

Corporal punishment, denial of basic hygiene, deprivation of food or water, denial of essential medical care, or prolonged isolation beyond established limits are strictly prohibited.

18.9: APPEALS PROCESS

18.9.1: Filing an Appeal

Inmates found guilty may appeal the decision and/or the sanction imposed to a designated appellate authority (e.g., Jail Administrator or designee) within a specified timeframe (e.g., 3-5 days) using an Appeal Form.

18.9.2: Appeal Review

The appellate authority shall review the Disciplinary Report, hearing record, evidence, written decision, and the inmate's appeal statement.

18.9.3: Final Decision

A final written decision on the appeal (upholding, modifying, or overturning the original finding/sanction) shall be provided to the inmate within a specified timeframe.

18.10: DISCIPLINARY SEGREGATION (Pod D)

18.10.1: Conditions

Inmates serving sanctions in disciplinary segregation shall be housed in designated cells (Pod D). Conditions in disciplinary segregation involve significant restrictions on movement, privileges, and property, but basic needs (hygiene, meals, medical access, legal access) must still be met.

18.10.2: Reviews

Status in disciplinary segregation shall be reviewed periodically to ensure compliance with time limits and assess the inmate's adjustment.

18.10.3: Release

Upon completion of the sanctioned time, inmates shall be returned to their prior status or reassessed for appropriate housing.

18.11: Documentation

All disciplinary actions, including informal resolutions, Disciplinary Reports, Notices of Charges, hearing records, written decisions, sanctions imposed, and appeals, shall be meticulously documented in the inmate's disciplinary record and the jail management system.

Chapter 19: Visitation

19.1: PURPOSE

This chapter establishes policies and procedures governing inmate visitation at the Pittsburg County Jail Facility (PCJF). Visitation is intended to help inmates maintain positive ties with family and community members, which can aid in their eventual

reintegration and reduce institutional tension, while ensuring the safety and security of the facility.

19.2: POLICY

The PCJF shall provide opportunities for inmates to receive visitors consistent with their classification status, facility security requirements, and space availability. Visitation is a privilege and may be restricted or denied based on inmate behavior, visitor conduct, or legitimate security concerns. All visitation shall be monitored, and procedures will be in place to prevent the introduction of contraband. The primary method for general visitation shall be through the approved video visitation system (NCIC Video Visitation), supplemented by provisions for special visits (e.g., attorney, clergy).

19.3: VISITATION POLICY AND SCHEDULE

19.3.1: Eligibility

Inmates are generally eligible for visitation privileges after completing the initial booking and classification process, unless restricted due to disciplinary sanctions or specific security concerns.

19.3.2: Scheduling

- Video Visitation: Visitors must typically register and schedule video visits in advance through the designated NCIC Video Visitation system portal or process.
- On-Site vs. Remote: The NCIC system may support both on-site video visitation (using terminals at the facility) and remote video visitation (using personal computers or mobile devices). Specific availability and rules for each type will be posted.
- **Schedule:** Visitation hours and the number of visits allowed per inmate per week shall be established by the Jail Administrator and posted for inmate and public information. Schedules may vary based on housing unit and facility operations.

19.4: VISITOR REGISTRATION AND SCREENING

19.4.1: Registration

Prospective visitors (especially for video visitation) must typically register through the NCIC system, providing required identification information. Approval may be required before scheduling visits.

19.4.2: Identification

All visitors arriving for on-site visits (video or special) must present valid, government-issued photo identification (e.g., driver's license, state ID card, passport).

19.4.3: Screening

- Visitors entering the facility are subject to search (metal detector, pat-down) as outlined in Chapter 12.
- Visitors may be checked for outstanding warrants.

• Individuals with a recent criminal history, prior institutional rule violations, or who pose a security threat may be denied visitation privileges.

19.4.4: Dress Code

A visitor dress code shall be established and enforced to maintain decorum and prevent the introduction of contraband. Visitors wearing inappropriate attire (e.g., revealing clothing, gang-affiliated items) may be denied entry.

19.5: VIDEO VISITATION (NCIC System)

19.5.1: Primary Method

General social visitation shall primarily occur via the NCIC Video Visitation system.

19.5.2: Rules of Conduct

- Both inmates and visitors must adhere to facility rules during video visits.
- Inappropriate behavior, nudity, display of weapons or gang signs, or attempts to facilitate illegal activity will result in termination of the visit and potential suspension of privileges or criminal charges.
- All video visits (excluding privileged attorney/clergy calls) are subject to monitoring and recording.

19.5.3: Technical Issues

The facility is not responsible for the quality of the visitor's internet connection or equipment for remote visits. Technical problems with the facility's equipment should be reported.

19.6: CONTACT VISITS

Contact visits are generally prohibited due to security risks. Exceptions may be made only in rare circumstances with specific authorization from the Jail Administrator (e.g., certain pre-approved programs).

19.7: SPECIAL VISITS (Attorney, Clergy)

19.7.1: Attorney Visits

Confidential visits between inmates and their verified attorneys (or authorized legal representatives) shall be accommodated as outlined in Chapter 16. These visits are typically conducted in designated non-contact or contact rooms that ensure auditory privacy and are not subject to routine monitoring or recording.

19.7.2: Clergy Visits

Confidential visits with approved clergy members shall be permitted under similar conditions as attorney visits, subject to verification of credentials and scheduling.

19.7.3: Other Special Visits

Requests for other special visits (e.g., pre-trial services, investigators, medical professionals) must be approved in advance by the Jail Administrator or designee.

19.8: VISITATION RULES AND TERMINATION

19.8.1: Visitor Conduct

Visitors must comply with all facility rules and staff instructions. Disruptive behavior, intoxication, attempting to introduce contraband, or violating visit rules will result in termination of the visit and potential suspension of future privileges or arrest.

19.8.2: Inmate Conduct

Inmates are responsible for their conduct during visits. Rule violations may result in visit termination and disciplinary action.

19.8.3: Contraband

Visitors are prohibited from bringing any unauthorized items into the facility or attempting to pass contraband to inmates. Violations will result in termination, suspension, and potential criminal charges.

19.8.4: Supervision and Monitoring

All general visitation areas and video visits (except privileged communications) are subject to staff supervision and monitoring/recording.

19.8.5: Termination Authority

Staff members have the authority to terminate any visit immediately if rules are violated or security is compromised. A supervisor shall be notified of all visit terminations.

19.9: Documentation

Visitor logs shall be maintained for all on-site visits. The video visitation system shall maintain electronic logs of scheduled and completed visits. Visit terminations and any related incidents shall be documented in incident reports and/or inmate disciplinary records.

Chapter 20: Mail and Communications

20.1: PURPOSE

This chapter establishes policies and procedures governing inmate correspondence (mail) and telephone access within the Pittsburg County Jail Facility (PCJF). These procedures aim to facilitate communication between inmates and the outside world while maintaining facility security, preventing criminal activity, and controlling contraband.

20.2: POLICY

Inmates shall be permitted to send and receive mail and have reasonable access to telephone services, subject to limitations necessary to maintain order and security, consistent with the Oklahoma Jail Standards Act and constitutional law. All incoming and outgoing non-privileged mail is subject to inspection for contraband. Privileged mail (legal correspondence) shall be handled according to specific procedures to protect confidentiality. Telephone access is a privilege and subject to monitoring, recording, and regulation.

20.3: INMATE MAIL PROCEDURES (General Correspondence)

20.3.1: Incoming Mail

- Address: Incoming mail must be addressed to the inmate using their committed name and booking number (if known), at the official facility mailing address.
- Inspection: All incoming non-privileged mail shall be opened and inspected for contraband by trained staff before delivery to the inmate. Inspection may include reading the content for security threats, escape plans, or evidence of illegal activity.
- **Contraband:** Any physical contraband found (e.g., drugs, weapons, unauthorized items) shall be seized and processed according to Chapter 12. Inappropriate content (e.g., threats, coded messages, explicit material deemed detrimental to security) may result in the mail being rejected.
- Delivery: Inspected mail shall be delivered to inmates in a timely manner.
- Prohibited Items: Inmates may not receive packages, cash, personal checks, stamps, or certain types of publications directly through the mail unless specifically authorized. Procedures for receiving funds are outlined in Chapter 6, and publications may need to come directly from the publisher/vendor.

20.3.2: Outgoing Mail

- Postage: Indigent inmates shall be provided with a reasonable amount of free postage for personal and legal mail per week, as defined by facility policy.
- **Inspection:** Outgoing non-privileged mail is subject to inspection for security threats, escape plans, or evidence of illegal activity before being sent out. It will not typically be read unless reasonable suspicion exists.
- Sealing: Inmates typically seal their outgoing non-privileged mail before submitting it.
- Collection: Outgoing mail shall be collected regularly.

20.4: INSPECTION OF MAIL

20.4.1: Authority

Facility authorities reserve the right to open and inspect all incoming and outgoing non-privileged mail to detect and prevent the introduction or transmission of contraband and ensure the safety and security of the facility.

20.4.2: Procedure

Mail inspection shall be conducted by designated staff members. Correspondence may be read if there is reasonable suspicion of content that threatens security or facilitates criminal activity.

20.5: LEGAL MAIL HANDLING (Privileged Correspondence)

20.5.1: Definition

Legal mail is defined as correspondence between an inmate and their attorney of record, courts, government officials, or other recognized legal entities.

20.5.2: Incoming Legal Mail

- Incoming mail clearly marked as "Legal Mail" (or similar designation) from an
 identifiable legal source shall be opened only in the presence of the inmate to whom
 it is addressed.
- The mail shall be inspected for physical contraband only (e.g., drugs, staples, paper clips). The content shall not be read by staff.
- After inspection, the mail is given directly to the inmate.

20.5.3: Outgoing Legal Mail

- Outgoing mail addressed to recognized legal entities (attorneys, courts, government
 officials) and clearly marked as "Legal Mail" shall not be opened or inspected by staff
 once sealed by the inmate.
- Inmates may be required to submit outgoing legal mail unsealed for verification of the address and marking, then seal it in the presence of staff before it is mailed.

20.6: REJECTION OF MAIL

20.6.1: Grounds for Rejection

Incoming or outgoing mail may be rejected if it: * Contains physical contraband. * Contains threats, escape plans, or incites violence/illegal activity. * Contains sexually explicit material deemed detrimental to security or rehabilitation. * Contains coded messages. * Violates postal regulations. * Is addressed improperly or lacks return address (for outgoing).

20.6.2: Notification

If mail is rejected, the inmate shall be notified in writing of the reason for rejection, and the sender may also be notified if appropriate and feasible. Rejected mail may be returned to the sender, placed in the inmate's property, or disposed of/processed as evidence depending on the reason for rejection.

20.7: TELEPHONE ACCESS POLICY

20.7.1: Availability

Inmates shall have reasonable access to telephones to maintain contact with family, friends, and legal counsel, subject to limitations based on classification, housing assignment, disciplinary status, and facility schedules.

20.7.2: System

Telephone access is typically provided through a contracted inmate telephone system. Calls are generally collect calls or funded through prepaid accounts managed via the phone vendor or inmate banking system (LOCKDOWN).

20.7.3: Monitoring and Recording

All telephone calls, with the exception of properly placed and verified calls to attorneys (privileged calls), are subject to monitoring and recording for security purposes. Notices regarding monitoring and recording shall be posted near inmate telephones and included in automated pre-call announcements.

20.7.4: Privileged Calls

Procedures shall be in place to allow inmates to make unmonitored, unrecorded calls to their verified attorneys of record. This may involve specific phone lines or request procedures.

20.7.5: Rules and Restrictions

- Time limits may be placed on calls to ensure equitable access.
- Three-way calling and call forwarding are typically prohibited.
- Attempts to make harassing calls, conduct illegal business, or violate facility rules via telephone will result in termination of the call and disciplinary action, including potential suspension of phone privileges.

20.8: Documentation

Rejection of mail, handling of legal mail, and disciplinary actions related to mail or telephone misuse shall be documented in the inmate's record or relevant logs. Telephone system records (call logs, recordings) shall be maintained according to contract and legal requirements.

Chapter 21: Commissary and Inmate Funds

21.1: PURPOSE

This chapter outlines the policies and procedures for the operation of the inmate commissary and the management of inmate funds within the Pittsburg County Jail Facility (PCJF). The commissary provides inmates with the opportunity to purchase authorized

items not issued by the facility, while the inmate banking system ensures secure and accountable management of inmate money.

21.2: POLICY

The PCJF shall operate an inmate commissary system, utilizing the designated vendor (Commissary Express), allowing inmates to purchase approved hygiene items, food snacks, stationery, and other permissible goods using funds from their inmate accounts. All inmate funds shall be managed through the approved inmate banking system (LOCKDOWN). Commissary operations and fund management shall be conducted securely, efficiently, and with full accountability, complying with relevant Oklahoma Jail Standards.

21.3: COMMISSARY OPERATIONS (Commissary Express)

21.3.1: Availability

Commissary services shall be available to inmates in general population and other housing units as determined by classification and disciplinary status. Access may be restricted as a disciplinary sanction (Chapter 18).

21.3.2: Ordering Procedures

- Inmates shall place commissary orders using the designated method, which may include kiosk ordering (integrated with Commissary Express) or paper forms, according to the established schedule.
- A list of approved commissary items and their prices shall be made available to inmates.
- Sufficient funds must be available in the inmate's account (LOCKDOWN system) at the time the order is processed.

21.3.3: Delivery

Commissary orders shall be delivered to inmates on scheduled delivery days by facility staff or commissary vendor personnel under staff supervision. Inmates must sign acknowledging receipt of their order.

21.3.4: Spending Limits

Reasonable limits may be placed on the amount an inmate can spend on commissary per week or per order, as determined by the Jail Administrator.

21.3.5: Discrepancies

Inmates must report any discrepancies (missing items, wrong items) in their commissary order immediately upon delivery to the supervising officer.

21.4: INMATE ACCOUNT MANAGEMENT (LOCKDOWN System)

21.4.1: Official System

The LOCKDOWN Inmate Banking System is the official system used for managing all inmate funds.

21.4.2: Deposits

- Funds received during intake (Chapter 6) are deposited into the inmate's LOCKDOWN account.
- Family and friends may deposit funds into an inmate's account through approved methods, which may include:
 - Kiosk deposits in the facility lobby.
 - Online deposits via a designated web portal.
 - Money orders mailed to the facility (processed according to specific procedures
 no cash or personal checks via mail).
- All deposits are subject to holds or delays based on facility policy and banking procedures.
- Receipts or confirmations shall be provided for deposits.

21.4.3: Debits and Charges

Funds may be debited from inmate accounts for: * Commissary purchases. * Telephone system usage fees (Chapter 20). * Medical co-payments (as authorized by policy, see Chapter 23). * Restitution or fees ordered by the court or as a result of disciplinary action. * Other authorized charges.

21.4.4: Account Statements

Inmates shall have reasonable access to their account balance and transaction history, typically through the inmate kiosk system or upon written request.

21.4.5: Account Restrictions

Access to funds or spending may be restricted due to disciplinary sanctions or security concerns.

21.4.6: Release of Funds

Procedures for returning account balances upon inmate release are detailed in Chapter 10.

21.5: PURCHASING PROCEDURES

When an inmate places a commissary order, the total cost is verified against their LOCKDOWN account balance. If sufficient funds exist, the amount is debited, and the order is processed by Commissary Express. If an inmate does not have sufficient funds in their account to cover the total cost of the order at the time of processing, the order will NOT be processed.

21.6: INDIGENT INMATE PROVISIONS

21.6.1: Definition

An inmate may be classified as indigent if they have minimal or no funds in their account for a specified period, according to facility policy.

21.6.2: Basic Hygiene

Indigent inmates shall be provided with basic essential hygiene items (soap, toothbrush, toothpaste, etc.) free of charge, as outlined in Chapter 26.

21.6.3: Legal Supplies and Postage

Indigent inmates shall be provided with free postage and writing materials for legal mail and a limited amount of personal mail, as outlined in Chapter 16 and Chapter 20.

21.7: Auditing

All commissary transactions and inmate accounts within the LOCKDOWN system shall be subject to regular internal and external audits to ensure financial accountability, accuracy, and compliance with policies.

21.8: Documentation

All commissary orders, deliveries, deposits, withdrawals, and adjustments to inmate accounts shall be electronically documented within the Commissary Express system and the LOCKDOWN banking system. Relevant logs and reports shall be maintained.

Chapter 22: Recreation and Programs

22.1: PURPOSE

This chapter outlines policies and procedures related to inmate recreation, access to available programs (educational, religious, substance abuse), library services, and inmate work assignments within the Pittsburg County Jail Facility (PCJF). These activities are intended to reduce idleness, mitigate tension, promote positive behavior, and potentially aid in rehabilitation, while being managed consistent with facility safety and security.

22.2: POLICY

The PCJF shall provide inmates with opportunities for physical recreation and access to available programs and services, consistent with their classification status, facility security requirements, and the Oklahoma Jail Standards Act. Participation in programs and work assignments is a privilege and may depend on inmate behavior and eligibility criteria. All recreation and program activities shall be adequately supervised.

22.3: RECREATION ACCESS AND SCHEDULE

22.3.1: Requirement (Per Oklahoma Jail Standards Act)

Inmates shall have the opportunity for regular physical exercise. Inmates housed for more than [Specify timeframe from SB 595, e.g., 7 days] shall generally be allowed access to outdoor recreation (weather permitting) or suitable indoor exercise areas for a specified minimum duration per week (e.g., at least 3 hours per week, broken into sessions). Specific requirements may vary based on classification and housing.

22.3.2: Scheduling

A recreation schedule shall be developed for eligible housing units, outlining designated times and locations (indoor/outdoor recreation yards). Access shall be rotated fairly among eligible inmates.

22.3.3: Supervision

All recreation periods must be directly supervised by correctional staff to maintain order, prevent conflicts, ensure equipment is used safely, and monitor for security issues.

22.3.4: Restrictions

Access to recreation may be restricted or denied due to disciplinary sanctions, security lockdowns, inclement weather (for outdoor), or specific safety concerns related to an inmate.

22.4: PROGRAM AVAILABILITY

22.4.1: Types of Programs

Subject to availability of resources, space, and qualified providers (staff or volunteers), the PCJF may offer programs such as: * Educational programs (e.g., GED preparation, literacy) * Substance abuse education or support groups (e.g., AA/NA) * Religious services and studies (coordinated with Chapter 16) * Life skills programs

22.4.2: Eligibility and Participation

Inmate eligibility for specific programs may depend on classification level, disciplinary record, sentence status, and program-specific requirements. Participation is generally voluntary.

2.4.3: Scheduling and Location

Programs shall be conducted according to a schedule in designated areas (e.g., multipurpose rooms, chapel).

22.4.4: Supervision

All inmate programs shall be supervised by staff or approved program providers/volunteers.

22.5: LIBRARY SERVICES

22.5.1: Access

Inmates shall have access to reading materials through a general library service, which may operate via a book cart, kiosk access to digital materials, or a designated library room, depending on facility resources and security levels.

22.5.2: Content

Library materials shall include a variety of recreational reading materials. Access to legal materials is addressed separately in Chapter 16.

22.5.3: Schedule

Access to library services shall be provided according to a regular schedule for eligible housing units.

22.6: INMATE WORK ASSIGNMENTS (Trustee Program)

22.6.1: Purpose

The PCJF may operate an inmate worker (Trustee) program, utilizing carefully selected, low-risk inmates to perform essential tasks within the facility (e.g., cleaning, laundry, kitchen assistance) under staff supervision.

22.6.2: Eligibility and Selection

- Participation in the Trustee program is a privilege, not a right.
- Inmates must meet specific eligibility criteria, typically including minimum-security classification, clear disciplinary record, non-violent charges/history, and demonstrated reliability.
- Selection shall be based on objective criteria and requires approval from classification staff and the Jail Administrator or designee.

22.6.3: Supervision

All inmate workers must be supervised by staff at all times. The level of supervision may vary based on the task and location (inside vs. outside details), but direct oversight is crucial.

22.6.4: Prohibited Assignments

Inmates shall not be assigned to positions of authority over other inmates, nor shall they have access to sensitive records, keys, weapons, or control center operations.

22.6.5: Compensation/Benefits

Trustees may receive benefits such as extra privileges or nominal compensation (e.g., good time credit, small stipend) as permitted by law and facility policy.

22.6.6: Removal

Inmates may be removed from work assignments at any time for rule violations, security concerns, or failure to perform duties satisfactorily.

22.7: Documentation

Participation in recreation, programs, and work assignments shall be documented in activity logs or inmate records as appropriate. Trustee assignments and removals shall be formally documented.

Chapter 23: Medical and Mental Health Services

23.1: PURPOSE

This chapter establishes policies and procedures for the provision of medical, dental, and mental health services to inmates confined within the Pittsburg County Jail Facility (PCJF). The purpose is to ensure timely access to necessary care, address emergency health needs, manage chronic conditions, prevent the spread of communicable diseases, and comply with constitutional standards (Eighth Amendment - deliberate indifference) and the Oklahoma Jail Standards Act.

23.2: POLICY

The PCJF shall provide inmates with access to necessary medical, dental, and mental health care services delivered by qualified healthcare professionals. Healthcare decisions shall be made by qualified medical/mental health personnel. Services shall include intake screening, access to sick call, emergency care, medication administration, management of chronic conditions, and mental health assessment and treatment. All health services shall be provided in a manner that respects patient confidentiality while maintaining facility security. Deliberate indifference to serious medical or mental health needs is strictly prohibited.

23.3: HEALTH SERVICES ADMINISTRATION

23.3.1: Responsible Health Authority

The facility shall designate a Responsible Health Authority (RHA), typically a licensed physician, health administrator, or contracted healthcare provider, responsible for overseeing the clinical aspects of the health services program, including policies, procedures, and quality of care.

23.3.2: Staffing

Healthcare services shall be provided by appropriately licensed and credentialed personnel (e.g., physicians, physician assistants, nurse practitioners, registered nurses, licensed practical nurses, mental health professionals) operating within their scope of practice. Correctional staff shall receive training in first aid, CPR, recognition of medical/mental health emergencies, and intake screening procedures.

23.4: INITIAL MEDICAL AND MENTAL HEALTH SCREENING (Detailed Procedures)

23.4.1: Requirement

As introduced in Chapter 4, all inmates shall undergo initial medical and mental health screening by trained Detention or medical staff **immediately upon admission** to the facility, before being booked into the facility. (Ref: Oklahoma Jail Standards Act).

23.4.2: Screening Tool

An approved screening form (Receiving Screening Form) shall be used, covering inquiries and observations related to: * Current/recent illnesses, injuries, or symptoms. * Chronic health conditions (diabetes, hypertension, asthma, seizures, etc.). * Past hospitalizations or surgeries. * Current medications (prescription and over-the-counter). * Allergies (medications, food, environmental). * Communicable diseases (TB, HIV, Hepatitis, STDs) - history and symptoms. * Dental problems. * Pregnancy (if applicable). * Mental health history (diagnoses, hospitalizations, treatment). * Current mental health concerns (depression, anxiety, psychosis). * Substance use history and potential for withdrawal. * Suicide risk factors (detailed in Chapter 24). * Physical observation for signs of trauma, illness, intoxication, withdrawal, lice, or infectious conditions.

23.4.3: Confidentiality

Screening should be conducted in a setting that allows for as much privacy as possible within the intake area.

23.4.4: Referral

Based on screening results, inmates may be referred for: * Immediate medical or mental health evaluation. * Medical clearance prior to admission (see Section 23.10). * Placement in special housing (medical unit - Pod A, suicide watch). * Follow-up appointments or sick call.

23.4.5: Documentation

The completed screening form is a critical part of the inmate's health record.

23.5: ACCESS TO CARE

23.5.1: Sick Call

- A system shall be in place allowing inmates to request non-emergency medical or mental health attention (Sick Call).
- Requests (typically via kiosk or written form) shall be triaged daily by qualified healthcare personnel.
- Inmates shall be seen by appropriate healthcare staff based on the urgency determined during triage, within a reasonable timeframe (e.g., 24-72 hours for routine requests).

23.5.2: Emergency Care

- Correctional staff shall be trained to recognize medical and mental health emergencies.
- Procedures shall be in place for immediate response to emergencies, including activation of facility medical staff and/or coordination with local Emergency Medical Services (EMS) for transport to a hospital.
- Access to emergency care shall be available 24/7.

23.5.3: Dental Care

Access to dental care for acute conditions (pain, infection, trauma) shall be provided.

23.6: MEDICATION ADMINISTRATION AND MANAGEMENT

23.6.1: Verification

Medications brought by inmates upon intake must be verified with a prescribing physician or pharmacy whenever possible before administration. Only medications deemed necessary by facility medical staff will be continued.

23.6.2: Prescription and Ordering

Medications shall only be prescribed or ordered by authorized medical personnel (physician, PA, NP).

23.6.3: Administration

- Medications shall be administered by appropriately licensed personnel (nurses) or trained correctional staff under specific protocols (e.g., "pill call").
- Medications shall be administered at prescribed times and dosages.
- Staff shall use positive identification methods (photo, name, DOB, RFID) to ensure medication is given to the correct inmate.
- "Keep on Person" (KOP) medications are generally discouraged due to security risks but may be authorized by medical staff under specific circumstances for certain items (e.g., inhalers).
- Staff must observe the inmate swallowing the medication (Directly Observed Therapy
 DOT) whenever possible.

23.6.4: Storage and Control

All medications shall be stored securely in the medical unit or designated medication carts/rooms, with proper inventory control.

23.6.5: Documentation

All medication administration must be documented on a Medication Administration Record (MAR).

23.7: CHRONIC CARE AND SPECIAL MEDICAL NEEDS

Inmates identified with chronic conditions (e.g., diabetes, hypertension, HIV, asthma) shall receive ongoing monitoring and treatment according to individualized care plans developed by medical staff.

23.8: MENTAL HEALTH SERVICES AND REFERRALS

23.8.1: Assessment and Treatment

Qualified mental health professionals shall be available to provide assessment, crisis intervention, counseling, and psychiatric medication management (if applicable) for inmates identified with mental health needs through screening, sick call, or staff referral.

23.8.2: Referral to Higher Level of Care

Inmates requiring inpatient psychiatric care or specialized mental health services beyond the facility's capability shall be referred and transferred to appropriate state or local mental health facilities according to established protocols.

23.9: MEDICAL RECORDS CONFIDENTIALITY

23.9.1: HIPAA Compliance

Inmate health records (medical, dental, mental health) are confidential and protected under HIPAA and state privacy laws.

23.9.2: Storage and Access

Health records shall be maintained separately from custody records. Access shall be limited to healthcare personnel directly involved in the inmate's care and other authorized personnel with a specific, legitimate need-to-know (e.g., Jail Administrator for administrative oversight, transport officers for emergency information). Disclosure to outside parties requires inmate consent or legal authority.

23.10: COORDINATION WITH OUTSIDE PROVIDERS/HOSPITALS

Procedures shall be in place for coordinating care when inmates require appointments with outside specialists or hospitalization. This includes scheduling, transportation (Chapter 15), security arrangements at the outside facility, and exchange of necessary medical information.

23.11: MEDICAL CLEARANCE FOR INTAKE/CONTINUED CONFINEMENT

23.11.1: Intake Clearance

As noted in Chapter 4, inmates presenting with conditions requiring immediate medical attention beyond the facility's capability (e.g., severe intoxication/overdose, serious injury, acute psychosis) must obtain medical clearance from an outside hospital/provider before being accepted into the jail.

23.11.2: Continued Confinement

Medical or mental health staff may determine that an inmate's condition requires a level of care exceeding the facility's resources, necessitating transfer to a medical or psychiatric facility.

23.12: PAYMENT FOR MEDICAL SERVICES

23.12.1: Facility Responsibility

The facility is responsible for ensuring access to necessary medical care.

23.12.2: Co-Payments

Facility policy may authorize charging inmates nominal co-payments for non-emergency, inmate-initiated healthcare requests (sick call). Co-payments shall not be charged for emergency care, follow-up appointments scheduled by medical staff, mental health services, or initial screenings. No inmate shall be denied necessary care due to inability to pay.

23.12.3: Indigent Care

Indigent inmates shall receive necessary medical, dental, and mental health services without charge or co-payment.

23.12.4: Billing and Deductions

If co-payments are charged, they shall be deducted from the inmate's account (LOCKDOWN system) according to established procedures.

23.13: Documentation

All healthcare encounters, screenings, treatments, medication administration, referrals, and significant observations must be documented accurately and contemporaneously in the inmate's confidential health record.

Chapter 24: Suicide Prevention and Intervention

24.1: PURPOSE

This chapter establishes policies and procedures for the identification, assessment, monitoring, and management of inmates within the Pittsburg County Jail Facility (PCJF) who are at risk of suicide or self-harm. The primary goal is the preservation of life through proactive prevention, intervention, and appropriate mental health care.

24.2: POLICY

The PCJF recognizes suicide prevention as a critical responsibility. The facility shall implement a comprehensive suicide prevention program that includes staff training, intake screening, ongoing assessment, appropriate housing, varying levels of observation,

intervention protocols, and post-incident review. All personnel share responsibility for identifying and responding to inmates at risk. Deliberate indifference to an inmate's serious risk of suicide is prohibited. This policy complies with the Oklahoma Jail Standards Act and incorporates LLRMI recommendations.

24.3: STAFF TRAINING

24.3.1: Requirement

All correctional personnel and healthcare staff shall receive initial (pre-service) and annual (in-service) training on suicide prevention. Training shall cover: * Recognizing verbal and behavioral indicators of suicide risk. * Risk factors associated with jail suicide. * Intake screening procedures. * Referral processes for mental health evaluation. * Observation levels and procedures. * Intervention techniques (including CPR/first aid). * Facility policies regarding suicide prevention. * Reporting and documentation requirements.

24.3.2: Documentation

All suicide prevention training shall be documented in staff training records.

24.4: SCREENING AND ASSESSMENT

24.4.1: Initial Suicide Risk Screening

- Requirement: As detailed in Chapter 4, all inmates undergo an initial suicide risk screening using an approved form immediately upon admission.
- **Procedure:** Trained staff conduct the screening through direct questioning and observation, assessing factors like current suicidal thoughts/plans, past attempts, mental health history, recent stressors (arrest, loss), intoxication/withdrawal, and demeanor.

24.4.2: Ongoing Assessment

- Correctional staff shall remain vigilant for signs of suicidal ideation or behavior throughout an inmate's confinement.
- Any staff member who becomes aware of an inmate potentially at risk (through observation, inmate statements, or information from others) must immediately notify a supervisor and refer the inmate for mental health assessment.
- Mental health professionals shall conduct further assessments as needed based on screening results or referrals.

24.5: OBSERVATION LEVELS AND PROCEDURES (Suicide Watch)

Based on the assessed level of risk, inmates may be placed on varying levels of observation:

24.5.1: Level 1 - Active Suicidal Ideation/High Risk

- Observation: Continuous, uninterrupted observation by staff, one-on-one.
- Housing: Single cell in a designated suicide-resistant area (Pod A or other designated cell), free of potential self-harm implements. May require use of suicide smock.

• **Documentation:** Detailed log entries documenting behavior, mood, and activities continuously.

24.5.2: Level 2 - Potential Risk/Recent Ideation

- **Observation: Close observation** with documented checks at staggered intervals not to exceed **15 minutes**. Staff must physically see inmate movement or signs of life at each check. (Verify exact interval per SB 595/LLRMI).
- **Housing:** Designated suicide-resistant cell, potentially with cellmate if deemed appropriate by mental health staff.
- Documentation: Log entries documenting status, behavior, and mood at each 15minute check.

24.5.3: Level 3 - Lower Risk/History/Monitoring

- **Observation:** Increased observation beyond routine checks, typically documented checks at intervals not exceeding **30 minutes**. (Verify interval).
- Housing: May be in general population or medical unit, based on assessment.
- Documentation: Log entries documenting status at each check.

24.5.4: Placement and Removal

- Placement on suicide watch requires authorization from a supervisor, often in consultation with medical/mental health staff.
- The level of observation can only be decreased based on a documented assessment by qualified mental health personnel and with supervisory approval.
- Removal from suicide watch requires clearance from mental health staff.

24.6: HOUSING AND PRECAUTIONS

24.6.1: Suicide-Resistant Cells

Designated cells used for suicide watch should be designed or modified to minimize anchor points and access to materials that could be used for self-harm.

24.6.2: Property Restrictions

Inmates on suicide watch shall have property restricted to only essential items necessary for safety and hygiene, as determined by medical/mental health staff and supervisors. Items like sheets, standard clothing, and excess personal property shall be removed.

24.7: USE OF SUICIDE SMOCKS

24.7.1: Justification

Tear-resistant suicide prevention smocks may be issued to inmates on high levels of suicide watch (Level 1 or 2) in place of standard jail clothing to reduce the risk of self-harm using clothing.

24.7.2: Issuance and Monitoring

Issuance requires supervisory approval. Staff must ensure the smock fits properly and does not pose a suffocation risk. Hygiene needs must still be met.

24.8: INTERVENTION AND RESPONSE

24.8.1: Immediate Response

Any staff member discovering an inmate attempting suicide or engaging in serious self-harm shall: * Immediately call for assistance (radio emergency code). * Enter the cell safely (if possible, with backup) to intervene. * Initiate life-saving measures (CPR, first aid) as trained. * Notify medical staff and supervisors immediately.

24.8.2: Secure the Scene

After the inmate is stabilized and receiving medical attention, secure the scene for investigation purposes if necessary.

24.8.3: Mental Health Follow-up

Any inmate who attempts suicide or engages in serious self-harm requires immediate mental health evaluation and ongoing follow-up.

24.9: POST-INCIDENT REVIEW

24.9.1: Requirement

All suicide attempts or completed suicides require a formal post-incident review (administrative and clinical).

24.9.2: Purpose

The review aims to: * Determine the facts and circumstances surrounding the event. * Assess the adequacy of staff response and compliance with policy. * Identify any potential contributing factors (systemic issues, training gaps, policy deficiencies). * Develop recommendations for corrective action to prevent future incidents.

24.9.3: Documentation

A formal report detailing the incident and the findings/recommendations of the post-incident review shall be completed and maintained.

24.10: Documentation

All aspects of the suicide prevention program must be meticulously documented, including: * Intake screenings. * Referrals and assessments. * Placement on/removal from suicide watch. * Observation logs (continuous, 15-minute, 30-minute checks). * Use of suicide smocks. * Intervention efforts. * Post-incident reviews.

Chapter 25: Food Service Operations

25.1: PURPOSE

This chapter establishes policies and procedures for the provision of meals to inmates confined within the Pittsburg County Jail Facility (PCJF). The purpose is to ensure that all inmates receive nutritionally adequate, properly prepared, and safely served meals that meet established dietary guidelines and comply with the Oklahoma Jail Standards Act.

25.2: POLICY

The PCJF shall provide all inmates with three meals per day, of which at least two shall be hot meals, served at regular intervals. Meals shall be prepared under sanitary conditions, meet recommended dietary allowances, and accommodate special dietary needs (medical and religious) when properly documented and approved. Food service operations shall adhere strictly to health and safety codes and the specific requirements of the Oklahoma Jail Standards Act regarding meal content and serving temperatures.

25.3: NUTRITIONAL STANDARDS (Per Oklahoma Jail Standards Act)

25.3.1: Dietary Allowances

Menus shall be planned or reviewed by a qualified nutritionist or registered dietitian to ensure they meet nationally recommended dietary allowances for adults, considering age, activity level, and gender.

25.3.2: Meal Frequency

Three meals shall be provided within each 24-hour period. No more than 14 hours shall elapse between the evening meal and the morning meal of the following day.

25.3.3: Hot Meals

At least two (2) of the three daily meals provided shall be served hot. (Ref: SB 595 Requirement from Project Description).

25.4: MENU PLANNING AND APPROVAL

25.4.1: Cycle Menu

A cycle menu system (e.g., 4-week cycle) should be utilized to provide variety and ensure nutritional adequacy over time.

25.4.2: Review and Approval

Menus shall be reviewed and approved periodically by the designated qualified nutritionist/dietitian and the Jail Administrator. Records of menu reviews shall be maintained.

25.4.3: Substitutions

Any substitutions made to the planned menu must be documented and should be of comparable nutritional value.

25.5: FOOD PREPARATION AND SERVING

25.5.1: Sanitation

- All food preparation, storage, and serving areas must meet state and local health department sanitation standards.
- Kitchen equipment and utensils shall be maintained in clean and good working order.
- Staff and inmate workers involved in food service must adhere to strict personal hygiene standards (hand washing, hair nets, gloves).

25.5.2: Food Storage

Food supplies shall be stored appropriately (dry storage, refrigeration, freezer) at correct temperatures to prevent spoilage and contamination. Follow First-In, First-Out (FIFO) principles.

25.5.3: Preparation

Food shall be prepared using methods that preserve nutritional value and ensure palatability.

25.5.4: Serving Temperature (Per Oklahoma Jail Standards Act / Project Description)

- Hot meals shall be served at a temperature of at least 110°F 120°F at the point of service to the inmates. (Verify exact SB 595 language if available, otherwise use project description spec).
- Cold foods shall be maintained at appropriate cold temperatures (e.g., below 41°F).
- Food temperatures must be checked and logged regularly before and during meal service.

25.5.5: Meal Service

- Meals shall be served directly to inmates in their housing units or in a designated dining area under staff supervision.
- Portion sizes should be consistent and adequate.
- Trays and utensils shall be accounted for after each meal.

25.6: KITCHEN SANITATION AND INSPECTIONS

25.6.1: Cleaning Schedule

A routine cleaning schedule for the kitchen, dining areas (if applicable), and all equipment shall be established and followed.

25.6.2: Inspections

The food service operation shall be subject to regular inspections by facility supervisors and external health department officials. Inspection reports and corrective actions shall be documented.

25.7: SPECIAL DIETARY NEEDS

25.7.1: Medical Diets

Therapeutic diets required for medical conditions (e.g., diabetic, low sodium, food allergies) shall be provided as ordered by facility medical staff. Medical diet orders must be documented in the inmate's health record and communicated clearly to food service staff.

25.7.2: Religious Diets

Reasonable accommodations shall be made for diets required by an inmate's sincerely held religious beliefs (e.g., pork-free, kosher-style, vegetarian), provided the request is properly documented and approved according to facility policy (Chapter 16).

25.7.3: Identification

Special diet trays must be clearly labeled and procedures must ensure they are delivered to the correct inmate.

25.8: FOOD SERVICE STAFF AND INMATE WORKER SUPERVISION

25.8.1: Staff Training

Staff assigned to supervise food service operations shall receive training in food safety, sanitation, and kitchen security.

25.8.2: Inmate Workers (Trustees)

- Inmates assigned to work in the kitchen (Trustees) must meet eligibility criteria (Chapter 22) and receive medical clearance.
- Trustees must receive training on proper food handling, safety, and sanitation procedures.
- Trustees must be under direct, constant supervision by correctional staff at all times while working in food service.
- Trustees shall not have access to certain potentially hazardous tools (e.g., knives) except under strict control and supervision.
- Tool and utensil control procedures must be rigorously followed in the kitchen.

25.9: Documentation

Records related to food service operations shall be maintained, including menus, nutritional reviews, temperature logs, inspection reports, special diet orders, and cleaning schedules.

Chapter 26: Hygiene, Sanitation, and Laundry

26.1: PURPOSE

This chapter establishes policies and procedures related to personal hygiene for inmates, the overall sanitation of the Pittsburg County Jail Facility (PCJF), and the provision of laundry services. Maintaining high standards of hygiene and sanitation is crucial for preventing the spread of illness and disease, ensuring a safe environment for inmates and staff, and complying with the Oklahoma Jail Standards Act.

26.2: POLICY

The PCJF shall ensure that inmates have the means to maintain personal hygiene and live in a clean and sanitary environment. Regular sanitation schedules shall be maintained for all areas of the facility. Laundry services shall be provided to ensure inmates have access to adequate clean clothing and bedding. Facility design and operations shall ensure access to showers, toilets, and water basins consistent with state standards. All hygiene, sanitation, and laundry practices shall meet or exceed standards set by the Oklahoma Jail Standards Act and relevant health codes.

26.3: PERSONAL HYGIENE PROVISIONS

26.3.1: Showers, Toilets, and Basins

- Inmates shall have access to functioning showers with temperature-controlled water, toilets, and water basins.
- The facility shall maintain a ratio of not less than one shower, one toilet, and one water basin for every twenty inmates, based on rated capacity for housing areas. (Ref: Oklahoma Jail Standards Act, Section 192.C.5)
- A schedule shall permit inmates to shower regularly, generally daily or at least three times per week, consistent with Oklahoma Jail Standards and housing unit routines.
- Shower and restroom areas shall be maintained in a clean and sanitary condition.

26.3.2: Hygiene Supplies

- Upon intake, inmates shall be issued or have access to basic personal hygiene items, including soap, toothbrush, toothpaste, and toilet paper.
- Indigent inmates shall be provided with these essential items free of charge (Ref: Chapter 21).
- Additional or replacement items may be purchased through commissary.
- Feminine hygiene products shall be made available to female inmates as needed.

26.3.3: Hair Care

Access to basic hair care services or equipment (e.g., clippers managed by staff) may be provided, subject to security and sanitation procedures.

26.4: FACILITY SANITATION SCHEDULE AND STANDARDS

26.4.1: Cleaning Schedule

A comprehensive cleaning schedule shall be established and implemented for all areas of the facility, including housing units, cells, dayrooms, showers, restrooms, kitchen, medical areas, visitation rooms, and administrative offices.

26.4.2: Cleaning Supplies

Appropriate cleaning supplies and equipment shall be provided. Cleaning chemicals must be approved for institutional use, stored securely, and issued/used under staff supervision according to safety protocols.

26.4.3: Inmate Responsibility

Inmates are responsible for maintaining their immediate living areas (cells) in a clean and orderly condition. Inmates assigned to cleaning details (Trustees) shall perform tasks under direct staff supervision.

26.4.4: Inspections

Supervisors shall conduct regular inspections of all facility areas to ensure compliance with sanitation standards. Deficiencies shall be documented and corrected promptly.

26.5: WASTE DISPOSAL

26.5.1: Collection

Trash and waste shall be collected regularly from housing units and other facility areas.

26.5.2: Storage and Disposal

Waste shall be stored temporarily in designated containers and disposed of promptly according to local health and environmental regulations. Special procedures shall apply for the disposal of medical waste (biohazards).

26.6: PEST CONTROL

26.6.1: Prevention

Sanitation practices shall aim to minimize conditions conducive to pest infestations (insects, rodents).

26.6.2: Treatment

A licensed pest control service shall be utilized as needed to inspect and treat the facility. Treatments must be conducted safely, considering inmate and staff presence.

26.7: LAUNDRY SERVICES

26.7.1: Clothing and Bedding Exchange

- Inmates shall be issued adequate clothing (uniforms, undergarments) upon admission. (Ref: Oklahoma Jail Standards Act, Section 192.C.5)
- A system shall be in place for the regular exchange of inmate clothing and bedding (sheets, blankets, towels).
- Exchanges shall occur at least weekly, or more frequently if needed, consistent with Oklahoma Jail Standards.

26.7.2: Laundry Operations

- Laundry services may be performed on-site or contracted out.
- If performed on-site, laundry equipment must be maintained in good working order.
- Soiled laundry shall be handled and transported separately from clean laundry.
- Appropriate cleaning agents and water temperatures shall be used to ensure sanitation.

26.7.3: Inmate Workers

Inmates assigned to work in the laundry (Trustees) must be supervised by staff at all times.

26.8: Documentation

Sanitation inspection reports, pest control service records, laundry exchange schedules, and any corrective actions taken related to hygiene and sanitation shall be documented and maintained.

Chapter 27: Prison Rape Elimination Act (PREA)

27.1: PURPOSE

This chapter establishes policies and procedures for the Pittsburg County Jail Facility (PCJF) to comply with the Prison Rape Elimination Act (PREA) of 2003 (Public Law 108-79) and the national PREA standards developed by the U.S. Department of Justice. The purpose is to prevent, detect, and respond to sexual abuse and sexual harassment within the facility, ensuring the safety and well-being of all inmates.

27.2: POLICY

The PCJF maintains a **zero-tolerance** policy towards all forms of sexual abuse and sexual harassment, whether inmate-on-inmate or staff-on-inmate (including contractors/volunteers). All allegations of sexual abuse or sexual harassment shall be taken seriously, investigated thoroughly, and addressed appropriately through administrative and/or criminal proceedings. The facility is committed to creating a safe environment, providing multiple reporting mechanisms, protecting victims from retaliation, and holding perpetrators accountable.

27.3: PREVENTION AND DETECTION

27.3.1: Screening for Risk

- During intake and classification (Chapters 4 & 8), inmates shall be screened for their potential risk of being sexually victimized or being sexually abusive towards others.
 Factors considered include prior history, age, physical/mental status, orientation, and current charges.
- Screening results shall inform housing assignments, supervision strategies, and program participation decisions to minimize risk.

27.3.2: Staff Training

All personnel (including employees, contractors, and volunteers) who may have contact with inmates shall receive initial and annual training on PREA standards, including: * The facility's zero-tolerance policy. * Dynamics of sexual abuse/harassment in confinement. * Detecting signs of abuse and risk factors. * Reporting procedures. * Responding to allegations and protecting victims. * Professional boundaries and prevention of staff sexual misconduct.

27.3.3: Inmate Education

Inmates shall receive education about PREA during orientation (Chapter 9) and periodically thereafter. Education shall cover: * The facility's zero-tolerance policy. * Definitions of sexual abuse and sexual harassment. * How to report incidents (multiple channels). * Protection from retaliation. * Availability of support services.

27.3.4: Supervision and Monitoring

Staff shall maintain vigilant supervision in all areas, particularly those with reduced visibility (showers, cells), to deter and detect potential abuse. Surveillance systems shall be utilized appropriately.

27.4: REPORTING PROCEDURES (Inmate and Staff)

27.4.1: Multiple Reporting Channels

Inmates shall have multiple ways to report sexual abuse or sexual harassment confidentially, including: * Verbally reporting to any trusted staff member. * Submitting a written report (grievance form, note) directly to designated staff (e.g., PREA Coordinator, supervisors, medical staff). * Using the inmate telephone system (if specific reporting lines are available). * Reporting to outside entities (e.g., designated third-party reporting hotline, if established). * Reporting via mail.

27.4.2: Third-Party Reporting

Family members, friends, attorneys, or other third parties may report suspected sexual abuse or harassment on behalf of an inmate through designated channels (e.g., contacting the PREA Coordinator or facility administration).

27.4.3: Staff Reporting Duty

All personnel have a mandatory duty to report any allegation, suspicion, or knowledge of sexual abuse or sexual harassment immediately to the designated authority (e.g., PREA Coordinator, supervisor) according to facility protocols. Failure to report is a serious policy violation.

27.5: INVESTIGATION PROTOCOLS

27.5.1: PREA Coordinator

The Jail Administrator shall designate a PREA Coordinator responsible for overseeing PREA compliance, receiving reports, and coordinating investigations.

27.5.2: Initiation of Investigation

Upon receipt of any allegation, an investigation shall be initiated promptly.

27.5.3: Types of Investigations

- **Administrative Investigation:** Conducted by trained facility investigators to determine if policy violations occurred.
- **Criminal Investigation:** Conducted by law enforcement (potentially an outside agency or designated internal investigators) when alleged conduct may constitute a crime.
- Administrative and criminal investigations may proceed concurrently.

27.5.4: Investigator Training

Investigators assigned to PREA allegations must receive specialized training on conducting trauma-informed investigations.

27.5.5: Procedures

Investigations shall include interviewing the alleged victim, alleged perpetrator(s), and any witnesses; collecting physical evidence (if applicable); reviewing video footage; and documenting all findings.

27.5.6: Victim Safety During Investigation

Measures shall be taken to protect the alleged victim from intimidation or retaliation during the investigation, which may include temporary housing changes.

27.6: VICTIM SUPPORT SERVICES

27.6.1: Medical and Mental Health Care

Alleged victims shall be offered immediate access to medical evaluation and treatment, including forensic medical examination (if appropriate and consented to) and mental health counseling, regardless of whether they cooperate with an investigation.

27.6.2: Advocacy Services

Referrals shall be made to external community-based victim advocacy services for support and counseling.

27.6.3: Ongoing Support

Ongoing medical and mental health support shall be provided as needed.

27.7: STAFF TRAINING AND RESPONSIBILITIES

As outlined in 27.3.2, all staff are responsible for understanding and adhering to PREA policies, preventing abuse, reporting allegations immediately, and maintaining professional boundaries.

27.8: DATA COLLECTION AND REVIEW

27.8.1: Data Collection

The facility shall collect accurate data on all reported incidents of sexual abuse and harassment, including the type of incident, location, individuals involved, and outcomes of investigations.

27.8.2: Annual Review and Reporting

PREA data shall be aggregated and analyzed annually to identify patterns or systemic issues, assess compliance, and guide corrective actions. Required reports shall be submitted to the Department of Justice (Bureau of Justice Statistics) as mandated.

27.8.3: PREA Audits

The facility shall cooperate fully with periodic PREA audits conducted by DOJ-certified auditors to assess compliance with national standards.

27.9: Documentation

All PREA-related activities, including training, inmate education, screenings, reports, investigations, victim support measures, and data collection, must be thoroughly documented and maintained according to PREA standards and record retention policies.

Chapter 28: Emergency Management Plan

28.1: PURPOSE

This chapter provides an overview of the Pittsburg County Jail Facility'(PCJF) comprehensive Emergency Management Plan. It establishes the framework for preparing for, responding to, and recovering from various emergencies or critical incidents that could affect the safety and security of the facility, staff, inmates, and the public.

28.2: POLICY

The PCJF shall develop, maintain, and regularly exercise a comprehensive Emergency Management Plan addressing a range of potential natural and man-made disasters or critical incidents. The plan shall utilize the Incident Command System (ICS) structure for managing responses. All personnel shall be trained on their roles and responsibilities during emergencies. The plan aims to protect life, maintain facility security, prevent escapes, and facilitate the restoration of normal operations as quickly and safely as possible following an incident.

28.3: OVERVIEW OF EMERGENCY PLAN

28.3.1: Scope

The Emergency Management Plan encompasses procedures for various potential incidents, including but not limited to: * Fire (Chapter 29) * Medical Emergencies (Chapter 30) * Riots and Disturbances (Chapter 31) * Hostage Situations (Chapter 32) * Escapes (Chapter 33) * Bomb Threats (Chapter 34) * Utility Failures (Power, Water) (Chapter 34) * Severe Weather (Tornadoes, Floods, Ice Storms) (Chapter 34) * Hazardous Materials Incidents (Chapter 34) * Mass Arrest Situations * External Threats or Attacks

28.3.2: Plan Maintenance

The Emergency Management Plan shall be reviewed and updated at least annually, or more frequently as needed, by the Jail Administrator and command staff. Updates shall incorporate lessons learned from drills, actual incidents, and changes in facility operations or external resources.

28.3.3: Accessibility

The plan, including specific emergency checklists (Appendix F), shall be readily accessible to all personnel, particularly supervisors and control center staff.

28.4: INCIDENT COMMAND SYSTEM (ICS) IMPLEMENTATION

28.4.1: Adoption

The PCJF adopts the National Incident Management System (NIMS) Incident Command System (ICS) as the standard framework for managing all emergency responses.

28.4.2: Command Structure

- Incident Commander (IC): The highest-ranking on-duty supervisor typically assumes initial command until relieved by a more senior official (e.g., Jail Administrator, Undersheriff, Sheriff). The IC has overall responsibility for managing the incident.
- Command Staff: May include roles like Public Information Officer, Safety Officer, and Liaison Officer, depending on the incident's scale.
- **General Staff:** May include Operations Section Chief (manages tactical response), Planning Section Chief (gathers intelligence, develops plans), Logistics Section Chief

(provides resources/support), and Finance/Administration Section Chief (tracks costs, documentation).

The structure is scalable based on the incident's complexity.

28.4.3: Unified Command

For incidents involving multiple agencies (e.g., fire department, EMS, outside law enforcement), a Unified Command structure shall be established to ensure coordinated decision-making.

28.5: COMMUNICATION SYSTEMS

28.5.1: Internal Communications

Primary internal communication during emergencies relies on the facility radio system and intercoms. Backup communication methods should be identified.

28.5.2: External Communications

Procedures shall be in place for communicating with external agencies (911 dispatch, fire, EMS, other law enforcement, emergency management) via radio, telephone, or other designated systems.

28.5.3: Public Information

Release of information to the media or public during an emergency shall be coordinated through the designated Public Information Officer or the Sheriff's Office command staff.

28.6: EMERGENCY DRILLS AND TRAINING

28.6.1: Requirement

Regular drills shall be conducted to test components of the Emergency Management Plan and ensure staff proficiency. Drills should cover various scenarios (fire, medical, disturbance, etc.).

28.6.2: Frequency

Drills for specific emergencies (e.g., fire drills) shall be conducted according to frequencies mandated by the Oklahoma Jail Standards Act or accrediting bodies.

28.6.3: Evaluation

All drills shall be evaluated, and critiques shall be documented to identify strengths, weaknesses, and areas for improvement in the plan or staff training.

28.6.4: Staff Training

All personnel shall receive initial and ongoing training on the Emergency Management Plan, ICS structure, and their specific roles during various types of emergencies.

28.7: POST-INCIDENT REVIEW AND CRITIQUES

28.7.1: Requirement

Following any significant critical incident or emergency activation, a formal post-incident review or critique shall be conducted.

28.7.2: Purpose

The review aims to analyze the response, identify what worked well, identify challenges or deficiencies, and develop recommendations for improving plans, procedures, training, or equipment.

28.7.3: Documentation

Findings and recommendations from post-incident reviews shall be documented and used to update the Emergency Management Plan and training programs.

28.8: Specific Emergency Procedures

Detailed procedures for specific types of emergencies are outlined in the subsequent chapters (29-34) and associated checklists (Appendix F).

Chapter 29: Fire Safety and Evacuation

29.1: PURPOSE

This chapter establishes policies and procedures for fire prevention, fire safety, and emergency evacuation within the Pittsburg County Jail Facility (PCJF). The primary goal is to protect the lives of inmates, staff, and visitors in the event of a fire or similar emergency requiring evacuation.

29.2: POLICY

The PCJF shall maintain a comprehensive fire safety program that includes prevention measures, functioning detection and suppression systems, clear evacuation routes, regular staff training, and periodic fire drills. All personnel must be familiar with fire safety procedures, the location and use of fire suppression equipment, and evacuation plans. In the event of a fire, the immediate priorities are life safety, notification of the fire department, and containment/extinguishment of the fire. Procedures shall comply with the Oklahoma Jail Standards Act and applicable fire codes.

29.3: FIRE PREVENTION PLAN

29.3.1: Inspections

Regular fire safety inspections shall be conducted by designated facility staff and external fire officials to identify and correct potential hazards (e.g., improper storage of flammable materials, blocked exits, faulty wiring).

29.3.2: Housekeeping

Good housekeeping practices shall be maintained to minimize fire hazards. Combustible materials shall not be allowed to accumulate.

29.3.3: Control of Ignition Sources

Smoking is prohibited within the facility. Access to matches, lighters, and other potential ignition sources shall be strictly controlled.

29.3.4: Flammable Materials

Flammable liquids and materials must be stored in approved containers and designated locations according to fire codes.

29.4: FIRE DETECTION AND SUPPRESSION SYSTEMS

29.4.1: Detection Systems

The facility shall be equipped with an automatic fire detection system (smoke detectors, heat detectors, pull stations) that annunciates in the control center and potentially directly to the fire department. Systems shall be regularly tested and maintained by qualified technicians.

29.4.2: Suppression Systems

- **Sprinklers:** Automatic sprinkler systems (where installed) shall be maintained in operational order and inspected regularly.
- **Fire Extinguishers:** Portable fire extinguishers shall be available in designated locations throughout the facility. They shall be appropriate for the types of fires likely to occur in each area (e.g., Class A, B, C, K). Extinguishers must be inspected monthly by facility staff and serviced annually by a qualified vendor.
- **Standpipes/Hoses:** Facility standpipe systems and fire hoses (if present) shall be maintained and tested as required by fire codes.

29.4.3: Staff Training

Staff shall be trained on the location and proper use of fire extinguishers and basic fire containment techniques.

29.5: EVACUATION ROUTES AND PROCEDURES

29.5.1: Evacuation Plans

- Primary and secondary evacuation routes shall be established for all areas of the facility.
- Evacuation maps showing routes, exits, fire extinguisher locations, and pull stations shall be posted conspicuously throughout the facility.
- Plans must account for securing and evacuating inmates safely and maintaining custody.

29.5.2: Exits

All designated emergency exits shall be kept clear, unlocked (from the inside), and readily accessible at all times.

29.5.3: Evacuation Decision

The decision to evacuate an area or the entire facility shall be made by the Incident Commander (typically the shift supervisor initially) based on the nature and severity of the fire or emergency.

29.5.4: Inmate Evacuation

- Evacuation of inmates shall be conducted in an orderly manner under staff direction.
- Staff must maintain security and control during evacuation.
- Inmates shall be moved to designated safe areas (internal refuge areas or external assembly points) based on the plan.
- Special procedures are required for evacuating inmates with disabilities or those housed in segregation units.
- Counts must be conducted immediately upon reaching the safe area to ensure all inmates are accounted for.

29.6: STAFF ROLES AND RESPONSIBILITIES (Upon Fire Alarm/Discovery)

29.6.1: Initial Actions

- **Verify Fire:** Staff shall immediately investigate the source of any fire alarm or report of fire.
- Notify Control: Report location and nature of the fire/alarm to the control center.
- Activate Alarm: Ensure manual pull stations are activated if the automatic system hasn"t triggered.
- Rescue: Assist any individuals in immediate danger, if safe to do so.
- Contain: Close doors to confine the fire, if safe to do so.
- **Extinguish:** Attempt to extinguish small, incipient-stage fires using a portable extinguisher ONLY if trained and safe to do so. Do not put yourself at undue risk.

29.6.2: Control Center Actions

- Notify the Fire Department (911) immediately.
- Announce the fire location over the facility radio/intercom.
- Implement relevant door control procedures based on the fire location.
- Monitor alarm and surveillance systems.
- Log all actions and communications.

29.6.3: Incident Commander Actions

- Establish command (ICS).
- Assess the situation and determine response strategy (containment, evacuation).
- Direct staff resources.

Liaise with responding fire department personnel.

29.6.4: Ali Staff

- Follow instructions from the Incident Commander and control center.
- Assist with inmate control, evacuation, and security.
- Account for all inmates under their supervision.

29.7: FIRE DRILLS

29.7.1: Frequency

Fire drills involving staff shall be conducted quarterly on each shift, as required by Oklahoma Jail Standards. Drills involving inmate movement may be conducted periodically as deemed safe and necessary.

29.7.2: Scenarios

Drills should simulate various fire locations and times to test different aspects of the plan.

29.7.3: Evaluation and Documentation

All fire drills shall be documented, including date, time, scenario, staff response, any issues encountered, and corrective actions needed. Critiques shall be held after drills.

29.8: Documentation

Records related to fire safety shall be maintained, including inspection reports (internal and external), system testing/maintenance logs, staff training records, and fire drill documentation.

Chapter 30: Medical Emergencies

30.1: PURPOSE

This chapter establishes policies and procedures for responding to medical emergencies involving inmates or staff within the Pittsburg County Jail Facility (PCJF). The purpose is to ensure a rapid, coordinated, and effective response to preserve life, stabilize the patient, and facilitate access to appropriate medical care.

30.2: POLICY

The PCJF shall ensure that all personnel are trained to recognize and respond appropriately to medical emergencies. A clear protocol shall be followed, involving immediate notification, first aid/CPR by trained staff, activation of facility medical personnel, and coordination with external Emergency Medical Services (EMS) as needed. Response priorities are life safety, scene security, and prompt medical intervention. All medical emergencies shall be thoroughly documented.

30.3: RECOGNITION OF MEDICAL EMERGENCIES

Staff shall be trained (Chapter 23, Chapter 28) to recognize signs and symptoms of common medical emergencies, including but not limited to: * Unconsciousness or unresponsiveness * Difficulty breathing or cessation of breathing * No pulse or signs of circulation * Severe bleeding * Chest pain or suspected heart attack * Stroke symptoms (FAST: Face drooping, Arm weakness, Speech difficulty, Time to call 911) * Seizures * Severe allergic reactions (anaphylaxis) * Serious injuries (fractures, head trauma) * Drug overdose or severe withdrawal * Diabetic emergencies (severe hypoglycemia/hyperglycemia) * Choking * Suicide attempts (Ref: Chapter 24)

30.4: INITIAL RESPONSE PROTOCOL (First Responder - Any Staff Member)

Upon discovering or being alerted to a potential medical emergency, the first responding staff member shall:

- 1. **Assess Scene Safety:** Ensure the scene is safe to approach (consider potential hazards, inmate behavior).
- 2. **Call for Assistance:** Immediately notify the control center via radio, using clear language to state the location, nature of the emergency (e.g., "medical emergency, unresponsive inmate"), and request medical staff and supervisor response. (Use designated emergency codes if applicable).
- 3. **Assess Patient:** Quickly assess the patient's level of consciousness, airway, breathing, and circulation (CABs or ABCs per training).
- 4. **Initiate First Aid/CPR:** Provide immediate life-saving measures as trained (CPR, bleeding control, airway management) until relieved by medical staff or EMS. Retrieve nearby first aid kits, AEDs, or other emergency equipment if available and safe to do so.
- 5. Secure Area: Control inmate access to the area; maintain security while rendering aid.
- 6. **Do Not Move Patient:** Avoid moving the patient unless absolutely necessary for safety (e.g., fire) or to perform CPR effectively.

30.5: CONTROL CENTER RESPONSIBILITIES

Upon receiving notification of a medical emergency, the control center shall:

- 1. **Dispatch Assistance:** Immediately dispatch facility medical staff (if on site), a supervisor, and additional officers to the scene.
- 2. **Notify EMS:** Contact 911 (or designated emergency number) to request EMS response, providing clear information about the location, nature of the emergency, patient status, and any security considerations (e.g., secure entrance needed).
- 3. **Log Incident:** Record the time of notification, actions taken, personnel dispatched, and EMS notification time.
- 4. **Manage Communications:** Handle radio traffic, coordinate responding units, and facilitate communication between internal staff and external responders.
- 5. **Control Movement:** Restrict unnecessary movement within the facility; facilitate access for responding EMS personnel (e.g., operate sally port, secure route).

30.6: FACILITY MEDICAL STAFF RESPONSE

On-site medical staff (nurses, paramedics), upon notification, shall:

- 1. **Respond Promptly:** Proceed immediately to the scene with necessary medical equipment (emergency bag, AED, oxygen).
- 2. **Assume Patient Care:** Take over patient assessment and care from first responders, providing advanced life support within their scope of practice.
- 3. **Coordinate with EMS:** Liaise with incoming EMS personnel, providing a patient report and assisting with further treatment and transport preparation.
- 4. **Document Care:** Maintain accurate records of assessment findings, interventions performed, and patient status.

30.7: SUPERVISOR RESPONSIBILITIES

The responding supervisor shall:

- 1. **Proceed to Scene:** Respond promptly to the location of the emergency.
- 2. **Ensure Protocol Adherence:** Verify that emergency procedures are being followed correctly.
- 3. **Manage Scene Security:** Oversee security operations, ensure adequate staff presence, control inmate movement, and maintain order.
- 4. **Liaise with Responders:** Coordinate between correctional staff, medical staff, and external EMS.
- 5. **Facilitate Transport:** Ensure security procedures are followed if the inmate requires transport to an outside hospital (Chapter 15).
- 6. **Initiate Documentation:** Ensure all necessary reports (Incident Report, Medical Reports) are completed.

30.8: EMERGENCY MEDICAL EQUIPMENT

30.8.1: Availability

First aid kits, Automated External Defibrillators (AEDs), and other essential emergency medical equipment shall be readily available in designated locations throughout the facility.

30.8.2: Maintenance and Inspection

All emergency medical equipment shall be regularly inspected, maintained, and restocked by designated personnel (typically medical staff) to ensure it is functional and ready for use. Inspection logs shall be maintained.

30.9: NARCAN (NALOXONE) DEPLOYMENT POLICY

30.9.1. PURPOSE

To provide a standardized procedure for the emergency administration of **Naloxone** (Narcan) in response to suspected opioid overdoses within the Pittsburg County Jail

Facility. This policy ensures that trained staff can rapidly respond to life-threatening overdoses and initiate basic life support measures until EMS arrives.

30.9.2. POLICY

Narcan shall be made available to trained detention personnel and used when an inmate, staff member, or visitor is suspected of experiencing an opioid overdose. Narcan may be administered by non-medical personnel in good faith under emergency conditions. All applications must be documented and followed by medical evaluation.

30.9.3. STORAGE & ACCESS

- Narcan shall be stored in clearly marked, easily accessible locations including:
 - Booking area
 - o Control room
 - Medical office
 - Housing unit emergency kits (if available)
- Storage shall be:
 - o Out of inmate reach
 - Protected from temperature extremes
 - Logged and inventoried monthly by designated staff

30.9.4. TRAINING REQUIREMENTS

- All detention officers and supervisors shall complete annual training on:
 - Signs and symptoms of opioid overdose
 - Safe administration of Narcan (nasal spray)
 - Post-administration observation and medical response
- Training shall be documented and maintained in the officer's training file

30.9.5. RECOGNITION OF OVERDOSE

Staff shall suspect opioid overdose if the following are observed:

- Unresponsiveness or unconsciousness
- Slow or absent breathing
- Blue/pale lips or fingernails
- Pinpoint pupils

Gasping, snoring, or choking sounds

30.9.6. ADMINISTRATION PROCEDURE

- 1. Call medical staff and EMS immediately
- 2. Retrieve Narcan kit and don PPE (gloves, mask)
- 3. Confirm scene is safe
- 4. Administer one dose of Narcan via nasal spray per training
- 5. Begin basic life support (CPR) if not breathing and trained to do so
- 6. Monitor for response (improvement in breathing, alertness)
- 7. If no response after 2–3 minutes, administer a second dose
- 8. Continue monitoring until EMS arrives

30.9.7. POST-INCIDENT PROCEDURE

- Inmate shall be transported to the hospital for further evaluation
- Staff must complete:
 - o An incident report
 - o A Narcan Use Report (if applicable)
 - o Guardian RFID and ODIS documentation
- Shift Supervisor must review the event and ensure appropriate reporting to medical and administration

30.9.8. INVENTORY AND RESTOCKING

- Used or expired Narcan shall be replaced immediately
- Medical staff or designated inventory staff shall:
 - Maintain expiration tracking
 - Ensure a minimum of [insert #] doses are stocked at all times

30.9.9. LEGAL PROTECTION

 Staff administering Narcan in good faith under emergency conditions shall be protected under applicable Oklahoma state law and departmental policy.

30.10: COORDINATION WITH EMS AND HOSPITALS

30.10.1: Access

Procedures shall ensure rapid access for responding EMS personnel into the facility and to the patient location.

30.10.2: Information Sharing

Relevant patient information (known medical history, medications, circumstances of the emergency) shall be shared with EMS and hospital staff as needed for continuity of care, while respecting confidentiality rules.

30.10.3: Security During Transport

If transport is required, appropriate security measures (restraints, escort officers) shall be implemented according to Chapter 15.

30.11: POST-INCIDENT PROCEDURES

30.11.1: Documentation

All personnel involved in the response shall complete detailed Incident Reports documenting their actions and observations. Medical staff shall complete required medical documentation.

30.11.2: Debriefing/Critique

A debriefing or critique may be held following significant medical emergencies to review the response, identify areas for improvement, and address staff stress.

30.11.3: Equipment Restock

All used emergency medical supplies must be restocked immediately.

30.12: MEDICAL EMERGENCY RESPONSE CHECKLIST

Refer to Appendix F: Emergency Checklists for the detailed **MEDICAL EMERGENCY RESPONSE CHECKLIST** (derived from provided document).

Chapter 31: Riots and Disturbances

31.1: PURPOSE

This chapter establishes policies and procedures for responding to riots, group disturbances, or other significant disruptions to order within the Pittsburg County Jail Facility (PCJF). The purpose is to restore order quickly and safely, protect life and property, prevent escapes, and maintain facility security.

31.2: POLICY

The PCJF shall respond to riots and disturbances decisively and professionally, using the minimum force necessary to regain control. The response shall be managed using the Incident Command System (ICS). Staff safety, containment of the incident, and deescalation (when feasible) are key priorities. All personnel must be trained on disturbance response protocols, and specialized teams (e.g., disturbance control team) may be utilized.

31.3: DEFINITIONS

- **Disturbance:** An incident involving one or more inmates acting in a disruptive manner that challenges staff authority but does not involve widespread violence or loss of control over a significant area.
- Riot: A major disturbance involving a significant number of inmates engaged in widespread violence, destruction of property, and posing a serious threat to facility security and safety, potentially involving loss of control over one or more areas.

31.4: INITIAL RESPONSE AND NOTIFICATION

31.4.1: Staff Discovery

Any staff member witnessing or discovering a disturbance or riot shall immediately: * Call for Assistance: Notify the control center via radio, stating the location, nature, and scale of the disturbance (e.g., "Disturbance, B-Pod Dayroom, multiple inmates fighting," or "Riot conditions, C-Pod, loss of control"). Use designated emergency codes. * Assess Safety: Do not enter the affected area alone if unsafe. Observe from a secure location if possible. * Secure Area (if safe): Attempt to lock down the affected area or adjacent areas to contain the incident.

31.4.2: Control Center Actions

- **Dispatch Assistance:** Immediately dispatch supervisors and additional officers to the scene or a designated staging area.
- Notify Command: Alert the Jail Administrator and other command staff.
- Lockdown: Initiate facility-wide lockdown or secure specific zones as directed by the Incident Commander.
- Log Incident: Begin logging all communications, actions, and personnel movements.
- Notify External Agencies: Prepare to notify external law enforcement (Sheriff's
 Office patrol, tactical teams, mutual aid) if requested by the Incident Commander.

31.5: INCIDENT COMMAND AND MANAGEMENT

31.5.1: Establish Command

The highest-ranking on-duty supervisor shall assume Incident Command (IC) until relieved by a senior official. Establish a command post.

31.5.2: Assessment and Strategy

The IC shall assess the situation (number of inmates involved, weapons, hostages, level of control) and develop a response strategy, prioritizing: * Containment of the incident to the smallest possible area. * Safety of staff and uninvolved inmates. * Gathering intelligence. * Restoration of order.

31.5.3: Staff Deployment

- Deploy staff resources strategically (perimeter security, staging areas, response teams).
- Ensure staff accountability through check-ins.
- Activate specialized teams (Disturbance Control Team, Tactical Team) if available and necessary.

31.6: CONTAINMENT AND CONTROL TACTICS

31.6.1: Isolation

Isolate the affected area by securing all doors, gates, and access points.

31.6.2: Show of Force

A visible presence of organized staff (potentially in formation or with specialized equipment) may deter further escalation.

31.6.3: Communication/Negotiation

If feasible and safe, attempt communication with disturbance leaders to seek de-escalation or surrender. Avoid making promises that cannot be kept.

31.6.4: Use of Force (Refer to Chapter 13)

- Force shall only be used when necessary to protect life, prevent serious injury, stop destruction of property, or restore order.
- Force options may escalate based on resistance, potentially including chemical agents (OC spray), specialty impact munitions, or coordinated team movements, as authorized by the IC and used by trained personnel.
- Lethal force is authorized only under conditions of imminent threat of death or serious bodily injury.

31.6.5: Tactical Intervention

If necessary, trained response teams may make coordinated entry into the affected area to regain control, secure inmates, and quell the disturbance.

31.7: POST-INCIDENT PROCEDURES

31.7.1: Secure Area

Once control is regained, thoroughly search the area and all involved inmates for weapons and contraband.

31.7.2: Medical Attention

Provide medical assessment and treatment for any injured staff or inmates.

31.7.3: Inmate Accountability

Conduct a formal count of all inmates facility-wide.

31.7.4: Segregation and Investigation

Identify and segregate instigators and primary participants pending disciplinary action and potential criminal investigation.

31.7.5: Damage Assessment

Assess and document any damage to facility property.

31.7.6: Documentation

- All involved staff must complete detailed Incident Reports.
- Maintain logs, video evidence, and use of force reports.
- Complete a comprehensive after-action report.

31.7.7: Debriefing

Conduct a post-incident debriefing with involved staff to review the response and identify lessons learned.

31.8: RIOT / GROUP DISTURBANCE RESPONSE CHECKLIST

Refer to Appendix F: Emergency Checklists for the detailed **RIOT / GROUP DISTURBANCE RESPONSE CHECKLIST** (derived from provided document).

Chapter 32: Hostage Situations

32.1: PURPOSE

This chapter establishes policies and procedures for responding to hostage situations within the Pittsburg County Jail Facility (PCJF). A hostage situation is defined as any incident where one or more persons (staff, visitors, or inmates) are held against their will by one or more inmates through force or threat of force. The primary goal is the safe release of all hostages and the apprehension of hostage-takers with minimal injury or loss of life.

32.2: POLICY

The PCJF maintains a strict policy against granting substantive demands (e.g., weapons, escape vehicles, release from custody) to hostage-takers. The response shall prioritize the safety of hostages, staff, and the public. The Incident Command System (ICS) shall be implemented immediately. Communication and negotiation, conducted by trained personnel, are preferred tactics, but tactical intervention may be necessary if negotiations fail or hostages are in imminent danger. All personnel must be aware of their roles and limitations during a hostage crisis.

32.3: INITIAL RESPONSE AND CONTAINMENT

32.3.1: Staff Discovery/Notification

Any staff member becoming aware of a hostage situation shall immediately: * Notify Control: Report the situation via radio, providing location, number of hostages/hostage-takers (if known), and any known weapons. Use designated emergency codes. * Ensure Personal Safety: Do not attempt intervention alone. Withdraw to a safe location if possible. * Containment: If safe, attempt to isolate the incident area by securing doors or access points. * Observation: Observe the situation from a safe distance and provide updates to the control center.

32.3.2: Control Center Actions

- Notify Command: Immediately notify the Jail Administrator, supervisors, and Sheriff/Undersheriff.
- **Dispatch Assistance:** Dispatch supervisors and officers to establish a secure perimeter around the incident location.
- Lockdown: Initiate facility-wide lockdown.
- **Notify External Agencies:** Contact 911 to notify local law enforcement, request tactical team (SWAT) response, and EMS standby.
- Log Incident: Begin a detailed log of all communications, actions, and personnel movements.
- Restrict Access: Control all access to the facility.

32.4: INCIDENT COMMAND AND MANAGEMENT

32.4.1: Establish Command

The highest-ranking on-duty supervisor shall assume Incident Command (IC) until relieved by a senior official (Jail Administrator, Sheriff). Establish a command post away from the immediate incident area but with necessary communication capabilities.

32.4.2: Priorities

The IC shall establish priorities, typically: 1. Preservation of life (hostages, staff, inmates, public). 2. Safe release/recovery of hostages. 3. Apprehension of hostage-takers. 4. Protection of property.

32.4.3: Perimeter Security

Establish inner and outer perimeters to contain the incident, control access, and provide safety zones for staff and responders.

32.4.4: Intelligence Gathering

Gather all available information about hostages (names, condition), hostage-takers (names, history, motives, weapons), incident location layout, and demands.

32.5: NEGOTIATION PROCESS

32.5.1: Establish Communication

Attempt to establish communication with the hostage-takers through designated channels (phone, intercom, throw phone).

32.5.2: Negotiation Team

Utilize trained negotiators (from within the agency or requested mutual aid). The IC makes final decisions, but relies heavily on negotiator input.

32.5.3: Negotiation Strategy

- Build rapport and trust.
- Use time to de-escalate emotions and gather intelligence.
- Identify motives and demands.
- Seek peaceful resolution and surrender.
- **Do not grant substantive demands (weapons, escape, release).** Minor concessions (food, water) may be considered strategically by the IC.
- Keep communication lines open.

32.6: TACTICAL RESPONSE OPTION

32.6.1: Justification

A tactical intervention (rescue attempt) by a trained tactical team (SWAT) may be authorized by the IC (in consultation with tactical commanders) under specific circumstances, such as: * Imminent threat of death or serious injury to hostages. * Failure of negotiations and deteriorating conditions. * Escape attempt by hostage-takers with hostages.

32.6.2: Planning and Execution

Tactical plans are developed and executed by the specialized team, requiring detailed intelligence, coordination, and specific equipment/training.

32.7: POST-INCIDENT PROCEDURES

32.7.1: Secure Hostages and Suspects

Upon resolution (surrender or tactical intervention), secure hostages and apprehend hostage-takers.

32.7.2: Medical Attention

Provide immediate medical assessment and treatment to hostages, suspects, and any injured staff.

32.7.3: Scene Security and Investigation

Secure the incident scene for evidence collection and investigation (criminal and administrative).

32.7.4: Debriefing and Support

- Conduct debriefings for all involved personnel.
- Provide critical incident stress management (CISM) support for hostages and staff.

32.7.5: Documentation

Complete comprehensive reports, including incident logs, negotiation logs, tactical team reports, use of force reports, and investigative findings.

32.8: HOSTAGE INCIDENT CHECKLIST

Refer to Appendix F: Emergency Checklists for the detailed **HOSTAGE INCIDENT CHECKLIST** (derived from provided document).

Chapter 33: Escapes

33.1: PURPOSE

This chapter establishes policies and procedures for the prevention of escapes and the response protocol should an escape occur from the Pittsburg County Jail Facility (PCJF) or during transport. The primary goals are to prevent escapes through effective security measures and, if an escape occurs, to ensure rapid notification, coordinated search efforts, and the safe recapture of the escapee(s).

33.2: POLICY

The PCJF shall implement and maintain rigorous security procedures to prevent inmate escapes. All personnel must remain vigilant and adhere strictly to security protocols regarding key control, door security, inmate movement, counts, and supervision. In the event of an escape, a rapid and coordinated response involving internal staff and external law enforcement agencies is paramount. The Incident Command System (ICS) shall be utilized to manage the response. Public safety is a primary concern during an escape incident.

33.3: ESCAPE PREVENTION MEASURES

33.3.1: Physical Security

Maintaining the integrity of the facility"s physical security features (fences, walls, doors, locks, windows, surveillance systems) is critical (Ref: Chapter 11).

33.3.2: Key and Tool Control

Strict adherence to key control and tool control policies is essential to prevent inmates from obtaining items that could facilitate an escape (Ref: Chapter 11).

33.3.3: Inmate Counts

Accurate and regular inmate counts (formal and informal) are crucial for early detection of discrepancies or potential escapes (Ref: Chapter 14).

33.3.4: Inmate Supervision and Movement

Direct supervision of inmates, controlled movement procedures, and proper searching techniques minimize opportunities for escape (Ref: Chapters 7, 12, 14, 15).

33.3.5: Staff Training and Vigilance

Staff must be trained on escape prevention techniques and remain constantly aware of inmate behavior and potential security breaches.

33.4: INITIAL RESPONSE TO SUSPECTED/CONFIRMED ESCAPE

33.4.1: Staff Discovery/Suspicion

Any staff member suspecting or confirming an escape (e.g., discovering missing inmate during count, finding evidence of breach) shall immediately: * **Notify Control:** Report the suspected/confirmed escape via radio, providing inmate name(s), last known location, time discrepancy noted, and any known details (direction of travel, clothing, accomplices). Use designated emergency codes. * **Secure Area:** Secure the immediate area where the escape occurred or was discovered.

33.4.2: Control Center Actions

- **Verify Escape:** Confirm the escape through an emergency count or verification of breach.
- **Notify Command:** Immediately notify the Jail Administrator, supervisors, and Sheriff/Undersheriff.
- Initiate Lockdown: Implement an immediate facility-wide lockdown.
- **Notify External Agencies:** Contact 911 to notify local law enforcement (Sheriff's Office, local PDs), state police, and potentially neighboring jurisdictions. Provide all known details about the escapee(s) (name, description, charges, potential for violence, direction of travel, etc.).

- **Broadcast Alert:** Issue an alert via radio to all facility staff and Sheriff's Office personnel.
- **Log Incident:** Begin a detailed log of all notifications, actions, and personnel assignments.

33.5: INCIDENT COMMAND AND MANAGEMENT

33.5.1: Establish Command

The highest-ranking on-duty supervisor shall assume Incident Command (IC) until relieved by a senior official (Jail Administrator, Sheriff). Establish a command post.

33.5.2: Information Gathering

- Gather detailed information about the escapee(s): physical description, clothing, identifying marks, charges, history of violence, known associates, potential destinations.
- Obtain recent photographs of the escapee(s).
- Determine the method and time of escape.

33.5.3: Internal Search

Conduct a thorough search of the entire facility to ensure the inmate is not hiding within the jail.

33.5.4: Perimeter Security and Search

- Secure the facility perimeter.
- Deploy available staff to search the immediate exterior grounds.

33.5.5: Coordination with Law Enforcement

- Liaise with the primary law enforcement agency handling the external search (typically the Sheriff's Office).
- Provide ongoing updates and intelligence to search teams.
- Assign a liaison officer if necessary.

33.6: PUBLIC NOTIFICATION

33.6.1: Decision

The decision to notify the public shall be made by the Sheriff or designee, considering public safety risks.

33.6.2: Method

Public notification may occur through press releases, social media alerts, reverse 911 systems, or other appropriate channels, providing necessary details and safety instructions.

33.7: ESCAPE DURING TRANSPORT (Ref: Chapter 15)

33.7.1: Immediate Actions by Transport Officers

- Immediately notify the control center/dispatch via radio of the escape, location, inmate details, direction of travel, and request assistance.
- Attempt safe recapture only if feasible without losing custody of other inmates or endangering the public.
- Secure remaining inmates.
- Maintain observation of the escapee if possible.

33.7.2: Control Center/Dispatch Actions

- Notify command staff.
- Dispatch local law enforcement to the escape location.
- Broadcast alert to relevant agencies.
- Follow standard escape notification procedures.

33.8: POST-ESCAPE PROCEDURES

33.8.1: Upon Recapture

- Notify all relevant parties of the recapture.
- Transport the inmate back to the facility under high security.
- Conduct a thorough search of the inmate.
- Place inmate in administrative segregation pending investigation and disciplinary action.
- Provide medical evaluation if needed.

33.8.2: Investigation

Conduct a thorough administrative investigation into the circumstances of the escape to determine how it occurred and identify any policy violations or security deficiencies.

33.8.3: Review and Corrective Action

Review the incident and investigation findings to implement corrective actions, update policies/procedures, enhance security measures, or provide additional staff training as needed.

33.8.4: Documentation

Complete comprehensive reports detailing the escape, response efforts, recapture, and investigation findings.

33.9: ESCAPE RESPONSE CHECKLIST

Refer to Appendix F: Emergency Checklists for the detailed **ESCAPE RESPONSE CHECKLIST** (created based on standard procedures).

Chapter 34: Other Emergencies

34.1: PURPOSE

This chapter outlines procedures for responding to various other emergencies not covered in dedicated chapters, including bomb threats, utility failures, severe weather events, and hazardous materials incidents affecting the Pittsburg County Jail Facility (PCJF).

34.2: POLICY

The PCJF shall maintain plans and procedures to respond effectively to a range of potential emergencies. Responses will prioritize life safety, facility security, and coordination with external emergency services as appropriate, utilizing the Incident Command System (ICS).

34.3: BOMB THREATS

34.3.1: Receiving a Threat

- Any staff member receiving a bomb threat (typically via phone) shall remain calm and attempt to gather as much information as possible using a checklist (if available) or by noting:
 - Exact wording of the threat.
 - Time of call.
 - Background noises.
 - Caller characteristics (voice, gender, accent, demeanor).
 - Questions to ask: Where is the bomb? When will it explode? What does it look like? Why did you place it?
- Do not hang up; keep the line open if possible.
- Immediately notify the control center and a supervisor.

34.3.2: Response Actions

- **Control Center:** Notify Jail Administrator, Sheriff/Undersheriff, and local law enforcement (911). Log the incident.
- **Incident Commander (IC):** Establish command. Decide whether to evacuate based on threat credibility and law enforcement recommendations. Do NOT use radios or cell phones near the suspected area.
- **Search:** Law enforcement bomb squads or trained personnel will coordinate any search. Facility staff may assist under their direction.
- **Evacuation:** If ordered, follow established evacuation routes (Chapter 29) to designated safe areas, maintaining inmate security.
- All Clear: Only authorized bomb squad personnel or the IC can declare the area safe.

34.4: UTILITY FAILURES

34.4.1: Power Failure

• **Backup Power:** Emergency generators should activate automatically to power essential systems (lighting, door controls, communications, life support).

- Assessment: Staff shall assess the extent of the outage and generator status.
- **Notifications:** Notify the Jail Administrator and maintenance personnel. Contact the utility company.
- **Operational Adjustments:** Implement restricted movement, increased staff presence in housing units, manual key overrides if needed, and conservation of generator power.
- Security: Maintain heightened security awareness.

34.4.2: Water Failure/Contamination

- Assessment: Determine the cause and extent (facility-wide, specific area).
- **Notifications:** Notify the Jail Administrator and maintenance. Contact the water utility.
- Conservation: Implement water conservation measures.
- **Contingency:** Arrange for emergency water supplies (bottled water, water trucks) for drinking, sanitation, and food preparation if the outage is prolonged.
- Sanitation: Implement alternative sanitation measures if toilets are inoperable.

34.4.3: Gas Leak

- **Detection:** If a gas odor is detected, immediately notify the control center and supervisor.
- **Evacuation:** Evacuate the affected area immediately. Do NOT operate electrical switches or use radios/phones in the area.
- **Notifications:** Control center notifies the fire department (911) and the gas utility company.
- Ventilation: If safe, attempt to ventilate the area by opening windows from a safe distance.
- Shut-off: Trained personnel or emergency responders will shut off the gas supply.

34.5: SEVERE WEATHER

34.5.1: Monitoring

• Staff shall monitor weather alerts (NOAA radio, local news, emergency management notifications).

34.5.2: Tornado Warning

- Notification: Announce the warning facility-wide.
- **Shelter-in-Place:** Move all inmates and staff to designated interior shelter areas (lowest level, away from windows/exterior walls).
- Accountability: Conduct counts once in shelter areas.
- **Security:** Maintain security in shelter areas.
- Post-Event: Assess for damage and injuries once the warning expires.

34.5.3: Flooding

Monitoring: Monitor flood warnings and water levels.

- Prevention: Deploy sandbags or barriers if feasible and time permits.
- Relocation: Move inmates from flood-prone areas to higher levels if necessary.
- **Evacuation:** If facility evacuation is required, coordinate with emergency management and law enforcement for secure transport and temporary housing.

34.5.4: Other Severe Weather (Ice Storms, Blizzards)

- Staffing: Implement emergency staffing plans if travel becomes hazardous.
- Supplies: Ensure adequate supplies (food, water, fuel) are on hand.
- Security: Maintain security, anticipating potential power outages.

34.6: HAZARDOUS MATERIALS INCIDENTS

34.6.1: Recognition

Identify potential HazMat incidents (spills, leaks, suspicious packages/substances).

34.6.2: Initial Actions (Isolate, Deny Entry)

- Isolate: Secure the affected area immediately. Prevent spread.
- Deny Entry: Prevent anyone from entering the contaminated area.
- Evacuate: Evacuate immediate downwind/downstream areas if necessary.
- **Notify:** Notify control center, providing substance details (if known), location, and affected individuals.

34.6.3: Response

- Control Center: Notify the fire department HazMat team (911) and Jail Administrator.
- IC: Establish command upwind from the incident.
- **Decontamination:** Follow guidance from HazMat team for decontamination procedures if staff or inmates are exposed.
- Medical: Provide medical attention for exposed individuals.

34.7: DOCUMENTATION

All responses to emergencies covered in this chapter must be thoroughly documented through incident reports, logs, and after-action reviews.

Chapter 35: Juvenile Detention (Holding)

35.1: PURPOSE

This chapter establishes policies and procedures for the temporary holding of juveniles within the Pittsburg County Jail Facility (PCJF), ensuring compliance with Oklahoma state law, federal regulations (Juvenile Justice and Delinquency Prevention Act - JJDPA), and Oklahoma Jail Standards (SB 595) regarding the separation and care of minors.

35.2: POLICY

The PCJF shall only hold juveniles under specific, legally permissible circumstances and for the minimum time necessary, strictly adhering to requirements for sight and sound

separation from adult inmates. Juvenile status verification and prompt notification of parents/guardians and juvenile authorities are mandatory. The facility is not intended or equipped for long-term juvenile detention.

35.3: LEGAL REQUIREMENTS AND DEFINITIONS

- **Juvenile:** For the purposes of detention standards in Oklahoma, a juvenile is generally defined as a person under the age of eighteen (18).
- **Sight and Sound Separation:** Juveniles must be held in a manner that prevents any physical contact, sustained sight communication (e.g., through bars), or normal conversational sound communication with adult inmates. This includes during intake, holding, movement, and any activities.
- **Status Offenses:** Juveniles alleged or adjudicated to have committed status offenses (acts that would not be a crime if committed by an adult, e.g., truancy, curfew violation) shall not be securely detained in an adult jail.
- **Time Limitations:** Secure holding of alleged/adjudicated delinquent juveniles in an adult jail is strictly time-limited by state and federal law (typically hours, not days) pending transfer to a juvenile facility or release.

35.4: ACCEPTANCE AND INTAKE

- **Verification:** Staff must verify the individual"s age through reliable documentation (ID, prior records, arresting officer information) before accepting custody.
- **Legal Authority:** Only accept juveniles with valid court orders or under specific statutory authority allowing temporary holding in an adult facility.
- **Separate Processing:** Juvenile intake processing must occur separately from adult processing, maintaining sight and sound separation.
- Screening: Conduct required medical and suicide risk screenings separately.

35.5: HOLDING PROCEDURES

- Designated Area: Juveniles must be held in a designated, non-secure or secure area certified or approved for juvenile holding, completely separate from adult housing and common areas. This area must ensure sight and sound separation.
- **Supervision:** Provide continuous or frequent, direct staff supervision appropriate to the holding area type and the juvenile"s status.
- Basic Needs: Provide access to toilets, drinking water, food (if held during meal times), and necessary hygiene items.
- **Documentation:** Maintain a separate log for all juvenile detentions, including intake time, release/transfer time, checks, and any incidents.

35.6: NOTIFICATIONS

- **Parents/Guardians:** Staff must make reasonable efforts to notify the juvenile"s parent(s) or legal guardian(s) of the detention as soon as possible.
- **Juvenile Authorities:** Notify the appropriate juvenile intake/probation office or designated juvenile authority as required by law and local protocol.

35.7: RELEASE AND TRANSFER

- Time Limits: Ensure strict adherence to legal time limits for holding.
- **Release:** Release juveniles only to parents/guardians, approved custodians, or authorized juvenile justice personnel upon verification of identity and authority.
- Transfer: Coordinate transfer to a designated juvenile detention facility promptly.
- Documentation: Document the time of release/transfer and the receiving party.

35.8: STAFF TRAINING

Staff assigned to duties involving juvenile holding must receive specific training on relevant laws, regulations, facility policies, adolescent development, and communication strategies for youth.

Chapter 36: Hours of Duty and Leave Policies (Detention Officers)

36.1: PURPOSE

To define work hours, attendance requirements, and procedures for reporting, leave usage, and absences for Detention Officers assigned to the Pittsburg County Jail Facility (PCJF). This policy ensures operational continuity and consistent staffing for secure jail operations.

36.2: POLICY

Detention Officers are expected to maintain regular attendance, report for assigned shifts on time, and remain within the facility unless authorized. Absences must be communicated promptly, and all leave must be approved in accordance with this policy and Pittsburg County personnel rules.

36.3: HOURS OF DUTY

36.3.1: Scheduled Shifts

Detention Officers shall be assigned to fixed shift schedules (e.g., 12-hour shifts) as determined by the Jail Administrator. Officers are required to report for duty as scheduled and remain on-site for the duration of their shift unless authorized to leave for jail-related purposes (e.g., inmate transport).

36.3.2: On-Call and Emergencies

Detention Officers remain subject to recall for emergency staffing needs, inclement weather, critical incidents, or facility lockdowns.

36.4: REPORTING FOR DUTY

36.4.1: Punctuality

Detention Officers must report on time, in full uniform, to their assigned post. Chronic tardiness or failure to report without notice is subject to progressive disciplinary action.

36.4.2: Pre-Shift Readiness

Officers shall arrive with sufficient time to attend briefings, receive post assignments, and prepare for duty. Officers shall not be considered on-duty until they have checked in and are available for assignments within the facility.

36.4.3: Facility Boundaries

Detention Officers shall not leave the secure perimeter of the facility during their shift unless:

- Assigned to an inmate transport or authorized task; or
- Granted specific permission by a supervisor.

36.5: CALLING IN SICK

36.5.1: Notification Requirements

Officers who are unable to report for duty due to illness or injury must notify their supervisor **at least two (2) hours before** their scheduled shift start time. If unable to reach a supervisor directly, the on-duty shift supervisor or control center must be contacted.

36.5.2: Supervisor Communication

Officers must provide general information regarding the nature of the illness or injury and supply a reliable contact phone number and current location for the duration of the absence.

36.5.3: Medical Certification

Officers absent for **three (3) or more consecutive shifts** due to illness or injury must submit a **physician's statement** verifying:

- The medical condition; and
- That the officer is fit to return to full duty.

36.5.4: Use of Sick Leave

Sick leave will be deducted from the officer's accrued sick leave balance. If no accrued sick leave is available, the absence will be classified as **Leave Without Pay (LWOP)** unless otherwise approved (e.g., FMLA, military leave).

36.5.5: Supervisor Oversight

Supervisors shall follow up with any officer on sick leave to determine if departmental assistance is required and to verify return-to-duty expectations.

36.6: LEAVE WITHOUT PAY (LWOP)

36.6.1: General Rule

Detention Officers shall not be absent from duty without authorized leave. Unauthorized absences may result in disciplinary action, up to and including termination.

36.6.2: Discretionary LWOP

With prior approval from the Sheriff or Jail Administrator, an officer may be granted leave without pay for valid reasons (e.g., extended illness, family emergencies) not to exceed one year.

36.6.3: Disciplinary LWOP

LWOP may also be imposed as a disciplinary action under specific circumstances.

36.6.4: Prohibited Use

Officers may not use LWOP to cover absences due to insufficient vacation, comp, or holiday time — except in the case of verified military leave. Abuse of LWOP may result in corrective action or termination.

36.7: LEAVE WITH PAY

36.7.1: Request Procedure

All leave with pay (vacation, comp, or holiday) must be submitted using the designated leave request form and approved at least two (2) weeks in advance by a supervisor.

36.7.2: Minimum Leave Balance

Requests may be denied if the officer has less than 36 hours of accrued leave available.

36.7.3: Authorized Leave with Pay (Non-Charged)

Leave with pay **not charged** to vacation or sick leave may be granted under the following conditions:

- Attendance at an officially approved meeting or training event that benefits the Sheriff's Office.
- Active duty service with the Armed Forces, as outlined in county personnel policies.

36.7.4: Leave with Pay Not Authorized

Leave with pay shall **not** be granted for:

- Jury duty or court testimony (unless subpoenaed by the Sheriff's Office).
- Personal legal matters (e.g., divorce, civil lawsuits, or serving as a private witness).
- Defendant appearances in personal civil or criminal proceedings unrelated to employment.

36.7.5: Administrative Leave

The Sheriff or Jail Administrator may assign paid administrative leave to manage excess accrued time (e.g., comp time, holiday time) or pending investigations.

36.8: DOCUMENTATION AND RECORDKEEPING

36.8.1: Leave Records

Supervisors shall ensure all approved leave is recorded in the timekeeping system and the officer's personnel file. Leave balances shall be tracked, and discrepancies investigated promptly.

36.8.2: Leave Abuse

Patterns of excessive unscheduled absences, abuse of sick leave, or failure to follow leave procedures shall be reviewed and may result in disciplinary action.

Chapter 37: Body-Worn Camera (BWC)

37.1. PURPOSE

To establish clear guidelines for the use, activation, deactivation, storage, and documentation of body-worn camera (BWC) recordings by jail personnel at the Pittsburg County Jail Facility (PCJF). This policy promotes transparency, accountability, and officer safety while protecting the rights of inmates and staff.

37.2. POLICY

All detention staff issued a BWC shall wear and operate the device in accordance with this policy. BWCs shall be used to document incidents involving use of force, inmate movement, disturbances, and other events where audio-visual evidence is necessary to ensure accuracy and accountability.

37.3. GENERAL GUIDELINES

37.3.1 Mandatory Wear

- BWCs shall be worn by all detention officers assigned to posts requiring them
- The BWC must be:
 - Securely affixed to the uniform
 - o Clearly visible to the inmate population
 - o Fully charged and operational at the start of the shift

37.3.2 Required Activation

BWCs shall be activated and remain recording during:

- All inmate movement outside the pod or cell
- Use of force incidents or physical restraint
- Searches (excluding strip searches)
- Inmate-on-inmate or inmate-on-staff altercations
- Emergency responses (medical, riot, escape, suicide attempt)
- Any inmate escort where a threat exists
- Transport to or from other facilities or medical appointments
- Inmate disciplinary confrontations or direct orders

37.3.3 Restricted Activation

- **Strip searches** and **body cavity searches** shall **not** be recorded due to privacy laws, unless authorized by the Jail Administrator due to extreme circumstances
- Staff shall take care to avoid recording:
 - o Privileged medical discussions
 - Attorney-client interactions
 - Restroom or shower areas unless legally justified

37.3.4 Deactivation

BWCs may be deactivated:

- After the event is resolved
- At the direction of a supervisor
- When entering sensitive areas where recording is not permitted (e.g., medical clinic, mental health interviews)

Whenever a BWC is **intentionally deactivated**, the officer must:

- Verbally state the reason before deactivation (if safe to do so)
- Document the time and justification in the Guardian RFID log and/or incident report

37.4. DATA STORAGE AND RETENTION

- All recordings are considered official jail records
- BWC data shall be uploaded at the end of each shift or as directed by policy
- Retention schedules:
 - Routine footage: 30-90 days
 - Use-of-force incidents, grievances, or investigations: 5 years or as required
 by case law
- No staff shall delete, alter, or tamper with BWC recordings

37.5. SUPERVISORY RESPONSIBILITIES

- Supervisors shall:
 - o Ensure compliance through periodic reviews
 - Retrieve footage upon request for investigations
 - o Investigate any reported malfunctions or failures to record
- Any failure to activate or misuse of BWC must be reported and reviewed

37.6. DISCIPLINE & MISUSE

- Unauthorized deactivation, failure to activate, or tampering with BWC equipment or recordings is a policy violation
- Such incidents will result in disciplinary action, up to and including termination

Chapter 38: Cell Phone Use Policy

38.1: Purpose

To maintain the security and integrity of the jail facility, minimize contraband risks, and ensure staff focus and professionalism while on duty.

38.2: Policy

Personal cell phones are **prohibited within the secure perimeter** of the jail facility. This policy applies to all jail staff, contractors, and visitors.

38.3: Authorized Exceptions

Only **on-duty Shift Sergeants** are permitted to carry a personal cell phone while inside secure areas. This exception is granted solely for emergency communication purposes and operational coordination.

38.4: Staff Requirements

All other employees must secure their personal cell phones and any other unauthorized electronic devices in their assigned lockers before reporting to their post or entering any secure area.

38.5: Violations

Unauthorized possession or use of a cell phone inside secure areas may result in disciplinary action, up to and including termination.

Chapter 39: Uniform and appearance policy

39:1 - Purpose

To establish standards for uniform appearance and promote professionalism, safety, and accountability among staff assigned to the Pittsburg County Jail Facility.

39:2 - Authorized Uniform

All detention personnel shall wear the issued uniform during duty hours. The official jail uniform consists of the following:

- Khaki-duty pants
- Hunter green polo-style shirt
- Tan duty boots

These items are **provided by the Pittsburg County Sheriff's Office** and must be maintained in clean, serviceable condition.

39:3 - Outerwear and Accessories

Uniform jackets and hats are permitted **only if issued or approved** by the Sheriff. Unauthorized clothing, including personal jackets, coats, or headgear, shall not be worn while on duty or in secure areas.

39:4 - Uniform Use Restrictions

Uniform items are **only to be worn while on duty** or when otherwise authorized by the Jail Administrator or designee. Wearing the uniform outside of work hours, or for nonagency-related activities, is strictly prohibited.

39:5 - Accountability and Condition

Staff are responsible for ensuring their uniform is worn properly, clean, and presentable. Lost, damaged, or excessively worn uniform items must be reported to a supervisor for replacement.

39:6 - Enforcement

Failure to comply with the uniform policy may result in disciplinary action, up to and including suspension from duty.

Appendix A: Definitions and Acronyms

This appendix provides definitions for key terms and acronyms used throughout the Pittsburg County Jail Policy and Procedure Manual.

- **ADA:** Americans with Disabilities Act. Federal legislation prohibiting discrimination against individuals with disabilities.
- **AED:** Automated External Defibrillator. A portable electronic device that automatically diagnoses life-threatening cardiac arrhythmias and treats them through defibrillation.
- **BOLO:** Be On Look Out. An alert broadcast to law enforcement personnel regarding a wanted person or vehicle.
- CISM: Critical Incident Stress Management. A comprehensive, systematic program for mitigating the psychological impact of critical incidents on emergency responders and other affected groups.
- **EMS:** Emergency Medical Services. Emergency services providing out-of-hospital acute medical care and transport to definitive care.
- **HazMat:** Hazardous Materials. Substances that pose a threat to health, safety, and property if released.
- IC: Incident Commander. The individual responsible for overall management of an emergency incident under the Incident Command System.
- ICS: Incident Command System. A standardized, on-scene, all-hazard incident management concept.
- **JJDPA:** Juvenile Justice and Delinquency Prevention Act. Federal legislation providing funds to states and local communities for juvenile justice programs and establishing core protections for youth in the justice system, including sight and sound separation from adults in secure facilities.
- **LLRMI:** Legal & Liability Risk Management Institute. An organization providing training, resources, and risk management services to law enforcement and correctional agencies.

- NCIC: National Crime Information Center. A computerized index of criminal justice information available to law enforcement agencies nationwide. Also used here to refer to the video visitation system provider.
- **NOAA:** National Oceanic and Atmospheric Administration. A U.S. federal agency focused on conditions of the oceans, major waterways, and the atmosphere, often providing weather alerts.
- **ODIS:** Oklahoma Offender Data Information System. A statewide database used by law enforcement and correctional agencies in Oklahoma.
- **OC Spray:** Oleoresin Capsicum Spray. An inflammatory agent used as a less-lethal force option.
- PCJF: Pittsburg County Jail Facility. The official name of the detention center.
- **PD:** Police Department.
- **PPE:** Personal Protective Equipment. Equipment worn to minimize exposure to hazards, such as gloves, masks, and eye protection.
- **PREA:** Prison Rape Elimination Act. Federal law aimed at preventing, detecting, and responding to sexual abuse and harassment in confinement facilities.
- **RFID:** Radio-Frequency Identification. Technology using electromagnetic fields to automatically identify and track tags attached to objects (or wristbands, in this context).
- **SB 595:** Senate Bill 595 (Oklahoma Statutes Title 57, Section 192). The Oklahoma state law establishing minimum standards for the construction, operation, and maintenance of jails.
- **SOP:** Standard Operating Procedure. A set of step-by-step instructions compiled by an organization to help workers carry out complex routine operations.
- SPAR System: Refers to the specific brand/type of restraint chair used by the facility.
- **SWAT:** Special Weapons and Tactics. A specialized law enforcement unit trained to handle high-risk operations.

Appendix C:Revision History Log

PITTSBURG COUNTY JAIL POLICY AND PROCEDURE MANUAL

This log tracks revisions made to the Pittsburg County Jail Policy and Procedure Manual.

Revision Date	Chapter(s) Affected	Section(s) Affected	Summary of Change(s)	Approved By	Effective Date
May 2, 2025	All	All	Initial comprehensive revision and compilation based on 2025 LLRMI review, SB 595, and current SOPs.	Sheriff Frankie McClendon	June 1, 2025
[Date]	[Chapter #]	L	[Brief description of the change]	[Approver Title]	[Date]

[Date]	[Chapter #]	[Section #]	[Brief description of the change]	[Approver Title]	[Date]
[Date]	[Chapter #]	[Section #]	[Brief description of the change]	[Approver Title]	[Date]
[Date]	[Chapter #]	[Section #]	[Brief description of the change]	[Approver Title]	[Date]
[Date]	[Chapter #]	[Section #]	[Brief description of the change]	[Approver Title]	[Date]
[Date]	[Chapter #]	[Section #]	[Brief description of the change]	[Approver Title]	[Date]
[Date]	[Chapter #]	[Section #]	[Brief description of the change]	[Approver Title]	[Date]
[Date]	[Chapter #]	[Section #]	[Brief description of the change]	[Approver Title]	[Date]
[Date]	[Chapter #]	[Section #]	[Brief description of the change]	[Approver Title]	[Date]

Instructions: * All revisions must be approved by the Sheriff or designee. * Enter the date the revision was approved, the chapter(s) and section(s) affected, a brief summary of the change, the title of the approving authority, and the date the revision becomes effective. * Updated manual sections should be distributed to all personnel, and acknowledgement documented (Ref: Appendix B).

Appendix D:Inmate Handbook

Note: The Pittsburg County Jail Inmate Handbook is provided to inmates upon intake and is accessible via the inmate kiosks as outlined in Chapter 9: Inmate Orientation.

This handbook contains detailed information regarding jail rules, inmate rights and responsibilities, schedules, available programs and services, disciplinary procedures, grievance processes, visitation, mail, commissary, and other essential information for individuals incarcerated at the PCJF.

(The full text of the current Inmate Handbook should be inserted here or maintained as a separate, referenced document.)

Appendix E:Disciplinary Code and Offenses List

This appendix outlines the prohibited acts within the Pittsburg County Jail Facility and the corresponding disciplinary classifications and potential sanctions, as referenced in Chapter 18: Inmate Discipline.

Prohibited Acts and Classifications

Class 1 Offenses (Least Severe)

- Smoking within the facility.
- Failure to report observed rule violations or emergencies.
- Failure to report injuries, whether self-inflicted or from altercations.
- Violating the privacy of another inmate.
- Harassment or intimidation of any person, including inmates or staff (May also be Class 2).
- Destruction of county property (Minor) (May also be Class 2).
- Theft of county property (Minor) (May also be Class 2).
- Failure to cooperate with any investigation (Minor) (May also be Class 2).
- Battery of another (Minor, no significant injury) (May also be Class 2).
- Failure to maintain a clean living environment (May also be Class 2).
- Lying to staff members (Minor) (May also be Class 2).
- Misuse or tampering with facility equipment or systems (Minor) (May also be Class 2 or 3).
- Obstruction or delay of facility operations (Minor) (May also be Class 2 or 3).
- Unauthorized contacts with the public (Minor) (May also be Class 2 or 3).
- Unauthorized use/tampering of cleaning products, items, or chemicals provided (Minor) (May also be Class 2 or 3).

Class 2 Offenses (Intermediate Severity)

- Harassment or intimidation of any person, including inmates or staff (May also be Class 1).
- Destruction of county property (Significant) (May also be Class 1).
- Theft of county property (Significant) (May also be Class 1).
- Failure to cooperate with any investigation (Significant) (May also be Class 1).
- Battery of another (Resulting in minor injury) (May also be Class 1).
- Failure to maintain a clean living environment (Persistent/Severe) (May also be Class 1).
- Lying to staff members (Significant impact) (May also be Class 1).
- Tattooing, self-mutilation, or inflicting self-injury (May also be Class 1 or 3).
- Misuse or tampering with facility equipment or systems (Significant) (May also be Class 1 or 3).
- Obstruction or delay of facility operations (Significant) (May also be Class 1 or 3).
- Violation of city, county, state, or federal law (Misdemeanor level) (May also be Class 1 or 3).
- Unauthorized contacts with the public (Significant) (May also be Class 1 or 3).
- Under the influence of or using illegal drugs, alcohol, or intoxicating chemicals (May also be Class 1 or 3).

- Tampering with or blocking any lock or locking device (including bean-holes) (May also be Class 1 or 3).
- Unauthorized use/tampering of cleaning products, items, or chemicals provided (Significant) (May also be Class 1 or 3).
- Possession/introduction of illegal drugs, narcotics, or intoxicants (Minor amount, personal use) (May also be Class 3).
- Making advances/solicitations to staff members (May also be Class 3).
- Unauthorized use of mail or telephone, including passing unauthorized messages (May also be Class 3).

Class 3 Offenses (Most Severe)

- Tattooing, self-mutilation, or inflicting self-injury (Severe) (May also be Class 1 or 2).
- Misuse or tampering with facility equipment or systems (Major/Endangering) (May also be Class 1 or 2).
- Obstruction or delay of facility operations (Major/Endangering) (May also be Class 1 or 2).
- Violation of city, county, state, or federal law (Felony level) (May also be Class 1 or 2).
- Unauthorized contacts with the public (Major/Endangering) (May also be Class 1 or 2).
- Under the influence of or using illegal drugs, alcohol, or intoxicating chemicals (Resulting in major disruption/danger) (May also be Class 1 or 2).
- Tampering with or blocking any lock or locking device (Facilitating escape/major disruption) (May also be Class 1 or 2).
- Unauthorized use/tampering of cleaning products, items, or chemicals provided (Creating weapon/hazard) (May also be Class 1 or 2).
- Possession/introduction of illegal drugs, narcotics, or intoxicants (Distribution amount) (May also be Class 2).
- Making advances/solicitations to staff members (Aggressive/Threatening) (May also be Class 2).
- Unauthorized use of mail or telephone, including passing unauthorized messages (Facilitating criminal activity) (May also be Class 2).
- Possession/introduction of explosives, firearms, or other weapons.
- Setting or attempting to set a fire.
- Selling, trading, bartering, or giving prescribed medication/drugs to another person.
- Rape or forced sexual act.
- Insinuating or participating in a riot.
- Engaging in sexual activity with another consenting person.
- Escape from custody or aiding/abetting an escape.
- Possession of cellular device/tablet.
- Assault with intent to inflict injury (Serious injury).

Disciplinary Sanctions by Class

- **Class 1:** Sanctions may include, but are not limited to, verbal reprimand, loss of specific privileges (e.g., commissary, recreation, phone) for up to 7 days, extra duty assignments, and/or disciplinary segregation for up to 7 days.
- Class 2: Sanctions may include, but are not limited to, loss of privileges for up to 30 days, and/or disciplinary segregation for 14, 20, or 30 days, depending on the severity and specifics of the offense.
- **Class 3:** Sanctions may include, but are not limited to, loss of all privileges, disciplinary segregation for up to 45 days, referral for criminal prosecution, and/or placement in administrative segregation.

Note: The specific sanction imposed will depend on the severity of the offense, the inmate"s disciplinary history, and the circumstances surrounding the violation, following the procedures outlined in Chapter 18.

Appendix F:Staff Acknowledgement Form

PITTSBURG COUNTY SHERIFF"S OFFICE JAIL DIVISION

POLICY AND PROCEDURE MANUAL ACKNOWLEDGEMENT

I, (Print Name), hereby acknowledge that I have received a copy of, or have been provided access to, the current Pittsburg County Jail Policy and Procedure Manual, dated (Date of Manual).				
I understand that it is my responsibility to read, understand, and comply with all policies, procedures, rules, and regulations contained within this manual.				
I acknowledge that this manual is subject to revision and that I am responsible for reviewing any updates or changes communicated by the Pittsburg County Sheriff's Office administration.				
I understand that failure to comply with the policies and procedures outlined in this manual may result in disciplinary action, up to and including termination of employment.				
I have been given the opportunity to ask questions regarding the content of this manual.				
Employee Signature				
Employee ID Number				
Date				
Distribution: * Original - Personnel File * Copy - Employee (Optional)				

Appendix B:Staff Acknowledgement Form

PITTSBURG COUNTY SHERIFF"S OFFICE JAIL DIVISION

POLICY AND PROCEDURE MANUAL ACKNOWLEDGEMENT

I, (Print Name), hereby acknowledge that I have received a copy of, or have been provided access to, the current Pittsburg County Jail Policy and Procedure Manual, dated (Date of Manual).				
I understand that it is my responsibility to read, understand, and comply with all policies, procedures, rules, and regulations contained within this manual.				
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understand that failure to comply with the policies and procedures outlined in this nanual may result in disciplinary action, up to and including termination of employment.				
I have been given the opportunity to ask questions regarding the content of this manual.				
Employee Signature				
Employee ID Number				
Date				
Distribution: * Original - Personnel File * Copy - Employee (Optional)				