



# NOTICE AND AGENDA OF REGULAR MEETING

Pursuant to the Oklahoma Open Meeting Act (25 O.S. Sec. 301, et seq.), notice is hereby given that the Board of County Commissioners, Pittsburg County, will hold a regular meeting as follows

**FILED**

JUN 27 2025  
TIME 8:30 AM  
HOPE TRAMMELL, COUNTY CLERK  
PITTSBURG COUNTY  
BY \_\_\_\_\_ DEPUTY

DATE: June 30, 2025

TIME: 9:00 A.M.

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

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

## AGENDA

1. CALL MEETING TO ORDER
2. ROLL CALL:

CHARLIE ROGERS	CHAIRMAN
ROSS SELMAN	VICE-CHAIRMAN
MIKE HAYNES	MEMBER

### 3. APPROVAL OF AGENDA

### 4. APPROVE/DISAPPROVE MEETING MINUTES

- A. Regular Meeting from June 23, 2025
- B. Special Meeting from June 26, 2025

### 5. RECOGNITION OF GUESTS/PUBLIC COMMENTS

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

### 6. OFFICIALS – DEPARTMENT REPORT

#### A. BOARD OF COUNTY COMMISSIONERS

- i. Revised Budget Fiscal Year 2025 for Southeast Oklahoma Library Systems

#### B. COUNTY CLERK

- i. Letter Removing Receiving & Adding Requisitioning Officer- Election Board
- ii. Tort Claim, Donna Skinner- District 3

### 7. FISCAL TRANSACTIONS

- A. Claims and Purchase Orders

- B. Transfers
- C. Monthly Reports
- D. Blanket Purchase Orders

8. UNFINISHED BUSINESS

None,

9. AGENDA ITEMS

- A. “Amended” Resolution 25-335 to Transfer Items, Declare Items Surplus & Remove from Inventory- Election Board
- B. Resolution 25-337 to Cancel Lapsed Warrants- County Clerk
- C. Resolution 25-338 to Approve Banking Contract and designation of official depository for Fiscal Year 2025-2026- Treasurer
- D. Resolution 25-339 Authorizing the County Treasurer to Invest All County Funds for Fiscal Year 2025-2026- Treasurer
- E. Resolution 25-340 Authorizing the County Treasurer to Invest DA Control Substance, DA Supervision Fees, DA 991 Supervision Fees and DA Equitable Sharing-DOG Funds for Fiscal Year 2025-2026
- F. Resolution 25-341 Authorizing the County Treasurer to Invest Funds for the Assessor Revolving Fee Fund for Fiscal Year 2025-2026
- G. Resolution 25-342 Authorizing the County Treasurer to Invest Funds for the Christian Hill Cemetery Funds for Fiscal Year 2025-2026
- H. Resolution 25-343 Authorizing the County Treasurer to Invest Funds for the Emergency Management Fund for Fiscal Year 2025-2026
- I. Resolution 25-344 Authorizing the County Treasurer to Invest the County Clerk’s Mechanic’s Lien Cash Fund for Fiscal Year 2025-2026
- J. Resolution 25-345 Authorizing the County Treasurer to Invest Fire Sales Tax Funds for all Fire Districts for Fiscal Year 2025-2026
- K. Resolution 25-346 Authorizing the County Treasurer to Invest the Juvenile Detention Building & Maintenance Fund for Fiscal Year 2025-2026
- L. Resolution 25-347 Authorizing the County Treasurer to Invest the Treasurer’s Mortgage Certification Fee Fund for Fiscal Year 2025-2026
- M. Resolution 25-348 Authorizing the County Treasurer to Invest the Jail Sales Tax Fund, Animal Shelter Sales Tax Fund and the Roads and Bridges Sales Tax Fund for Fiscal Year 2025-2026
- N. Resolution 25-349 Authorizing the County Treasurer to Invest the Court Clerk Revolving Fund and Court Clerk Fund for Fiscal Year 2025-2026
- O. Resolution 25-350 Authorizing the County Treasurer to Invest the County Bridge and Road Improvement Fund for Fiscal Year 2025-2026
- P. Resolution 25-351 to Renew Annual Service Agreements for Fiscal Year 2025-2026 - Treasurer
- Q. Resolution 25-352 to Remove items from Inventory- District 1
- R. Resolution 25-353 Supporting the National Association of Counties (NACo) resolution requesting Congress Amend 42 USC § 1983 to impose caps on the amount of damages that can be awarded in civil rights cases

- S. Resolution 25-354 to Deposit Check- Tannehill VFD
- T. Resolution 25-355 to Cancel Purchase Order(s)- Emergency Management
- U. Resolution 25-356 to Cancel Purchase Order(s)- Health Department
- V. Resolution 25-357 to Cancel Purchase Order(s)- District 1
- W. Resolution 25-358 to Remove items from Inventory- Floodplain
- X. Discussion, Consideration and Possible Action to Approve the Financial Statement for the Resale Property Fund – Treasurer
- Y. Discussion, Consideration and Possible Action to Approve Requisitioning and Receiving Officers for Fiscal Year 2025-2026- Health Department
- Z. Discussion, Consideration and Possible Action to Approve Annual Renewal Agreement between the Pittsburgh County Health Department and Standley Systems for Copier Lease and Maintenance Fees for Fiscal Year 2025-2026
- AA. Discussion, Consideration and Possible Action to Approve Annual Renewal Agreement between the Pittsburgh County Health Department and Shred-It for shredding services for Fiscal Year 2025-2026
- BB. Discussion, Consideration and Possible Action to Approve Annual Renewal Agreement between the Pittsburgh County Health Department and Pitney Bowes for (1) Sendpro C Auto Mailing System for Fiscal Year 2025-2026
- CC. Discussion, Consideration and Possible Action to Approve Memorandum of Agreement between the Pittsburgh County Health Department and Warren Clinic/Saint Francis Hospital for X-Ray Services for Fiscal Year 2025-2026
- DD. Discussion, Consideration and Possible Action to Approve Nebulized Sputum Collection Contract between the Pittsburgh County Health Department and McAlester Regional Health Center for Fiscal Year 2025-2026
- EE. Discussion, Consideration and Possible action to Approve Contract Labor Agreement between the Pittsburgh County Health Department and CR Mowing the lawn maintenance services for Fiscal Year 2025-2026
- FF. Discussion, Consideration and Possible Action to Approve Annual Renewal Agreement between the Pittsburgh County Health Department and VIP Voice Services for Phone System, Network and Infrastructure Provisions for Fiscal Year 2025-2026
- GG. Discussion, Consideration and Possible Action to Approve Professional Service Agreement between Pittsburgh County Health Department and Shelly Scott-Wittkopf “Health Promotion Specialist”
- HH. Discussion, Consideration and Possible Action to Approve Planned Service Agreement between Pittsburgh County Health Department and Johnson Controls for Annual fire alarm and sprinkler system test and inspection and fire alarm system monitoring maintenance
- II. Discussion, Consideration and Possible Action to Approve Interlocal Agreement between Pittsburgh County District 3 and Danny Devin
- JJ. Discussion, Consideration and Possible Action to Approve Interlocal Agreement between Pittsburgh County District 3 and Jimmy White
- KK. Discussion, Consideration and Possible Action to Approve Interlocal Agreement between Pittsburgh County District 3 and Keith Coffee
- LL. Discussion, Consideration and Possible Action to Approve Interlocal Agreement between Pittsburgh County District 2 and Aaron Roberts
- MM. Discussion, Consideration and Possible Action to Approve “Amendment” to Detention Services Agreement Between ROCMND Area Youth Services, Inc. and Pittsburgh County for Fiscal Year 2025-2026

- NN. Discussion, Consideration and Possible Action to Verbally Approve Software and Service Agreement between Kellpro, Inc. and Pittsburg County Clerk
- OO. Discussion, Consideration and Possible Action to Verbally Approve Software and Service Agreement between Kellpro, Inc. and Pittsburg County District 1
- PP. Discussion, Consideration and Possible Action to Verbally Approve Software and Service Agreement between Kellpro, Inc. and Pittsburg County District 2
- QQ. Discussion, Consideration and Possible Action to Verbally Approve Software and Service Agreement between Kellpro, Inc. and Pittsburg County District 3
- RR. Discussion, Consideration and Possible Action to Approve Emergency and Transportation Revolving Fund, ETR, Fund Renewal Contract between Pittsburg County District 3 and the Oklahoma Cooperative Circuit Engineering District Board (OCCEDB) for Shady Grove Road Project Number ETRCR3-61-3(17)25
- SS. Discussion, Consideration and Possible Action to Approve Emergency and Transportation Revolving Fund, ETR, Fund Renewal Contract between Pittsburg County District 3 and the Oklahoma Cooperative Circuit Engineering District Board (OCCEDB) for Briar Road Corners Road Project Number ETRCR3-61-3(20)25
- TT. Discussion, Consideration and Possible Action to Approve Emergency and Transportation Revolving Fund, ETR, Fund Renewal Contract between Pittsburg County District 3 and the Oklahoma Cooperative Circuit Engineering District Board (OCCEDB) for Four Corners Road Project Number ETRCR3-61-3(20)25
- UU. Discussion, Consideration and Possible Action to Approve Contract for Services between Pittsburg County Assessor and Total Assessment Solutions Corp (TASC) for Fiscal Year 2025-2026
- VV. Discussion, Consideration and Possible Action to Accept Proposal for the Pittsburg County Courthouse 2025 Annual Fire Alarm Test and Inspection with JE Systems, Inc
- WW. Discussion, Consideration and Possible Action to Approve Payment to Tisdal & O'Hara for professional services provided for the Scissortail, PLE, and Petrolink Litigations
- XX. Discussion, Consideration and Possible Action to Approve vendor for updates to the County Storm Siren System
- YY. Discussion, Consideration and Possible action to Approve Renewal Documents between the Association of County Commissioners of Oklahoma Self-Insured Group (ACCO-SIG) and Pittsburg County for Property/Liability Insurance for Fiscal Year 2025-2026
- ZZ. Discussion, Consideration and Possible Action to Approve City County Agreement for a joint civil defense/emergency management administration between Pittsburg County Emergency Management and the City of Krebs
- AAA. Discussion, Consideration and Possible Action to Approve the Oklahoma Cooperative Circuit Engineering Districts Board (OCCEDB) Solid Waste Request Form for Solid Waste Grants for all three districts
- BBB. Discussion, Consideration and Possible Action to Approve Tentative Budget for Fiscal Year 2025-2026 for the Pittsburg County Animal Shelter
- CCC. Discussion, Consideration and Possible Action to Approve Tentative Budget for Fiscal Year 2025-2026 for the Pittsburg County Jail
- DDD. Discussion, Consideration and Possible Action to Approve County Action Report-District 2
- EEE. Discussion, Consideration and Possible Action to Approve Project Agreement between Pittsburg County and the Oklahoma Department of Transportation for the Construction of Lake Access Project, Project No. SAP-261D(129)LG, Job Piece No. 38850(04), also known as the Juniper Point Lake Access Project, Phase II – District 3

## 10. ROAD CROSSING PERMITS



None.

II. NEW BUSINESS

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

12. 10:00 A.M. – PUBLIC HEARINGS

None.

13. 10:00 A.M. – BID OPENINGS

None.

14. RECESS/ADJOURNMENT

  
Commissioners' Assistant

**PITTSBURG COUNTY COMMISSIONERS  
JUNE 30, 2025  
MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on June 30, 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 8:36 A.M., June 27, 2025.

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

**2. ROLL CALL:**

Charlie Rogers	Present
Ross Selman	Present
Mike Haynes	Present

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

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

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

**A. REGULAR MEETING FROM JUNE 23, 2025:** The minutes from the previous meeting, June 23, 2025 regular meeting were read. Selman made a motion to approve the minutes; seconded by Rogers.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**B. SPECIAL MEETING FROM JUNE 26, 2025:** The minutes from the previous meeting, June 26, 2025 Special meeting were read. Rogers made a motion to approve the minutes; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

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

**6. OFFICIALS – DEPARTMENT REPORTS:**

**A. BOARD OF COUNTY COMMISSIONERS:**

**i. REVISED BUDGET FISCAL YEAR 2025 FOR SOUTHEAST OKLAHOMA LIBRARY SYSTEM:** The reviewed the revised budget.

**B. COUNTY CLERK:**

**i. LETTER REMOVING RECEIVING & ADDING REQUISITIONING OFFICER – ELECTION BOARD:** Rogers read the changes to the requisitioning and receiving officers for the Election Board.

**ii. TORT CLAIM, DONNA SKINNER – DISTRICT 3:** The board reviewed the tort claim.

**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.

Motion Passed.

**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:** None.

**D. BLANKET PURCHASE ORDERS:**

DEPT	PO	AMOUNT	VENDOR
District 2	11484	\$1,000.00	Parrott Trucking
District 1	11485	\$ 250.00	Airgas
Asphalt Plant	11486	\$ 30.00	James Supply

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

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AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**8. UNFINISHED BUSINESS: None.**

**9. AGENDA ITEMS:**

**A. “AMENDED” RESOLUTION 25-335 TO TRANSFER ITEMS, DECLARE ITEMS SURPLUS & REMOVE FROM INVENTORY – ELECTION BOARD:** Rogers read the resolution stating the following items.

VENDOR	INVENTORY #
Stateman File Cabinet	SL-104-16
Stateman File Cabinet	SL-104-17
Stateman File Cabinet	SL-104-18
Stateman File Cabinet	SL-104-19
Stateman File Cabinet	SL-104-20
Stateman File Cabinet	SL-104-21
Stateman File Cabinet	SL-104-22
Stateman File Cabinet	SL-104-23
Stateman File Cabinet	SL-104-24
Heritage Lateral File Cabinet	SL-104-25
Eclipse Lateral File Cabinet	SL-104-26
Heritage Credenza/Hutch	SL-105-20
Heritage Directors Desk	SL-105-21
Heritage Directors Desk	SL-105-22
Heritage Knee-hole Credenza	SL-105-23
Heritage File Cabinet	SL-105-26
Telephone Modem Cabinet	SL-100-3
Front Office Safety Glass	SL-100-10
Heritage Bookcase	SL-105-24
Heritage Bookcase	SL-105-25
Heritage 82” Bookcase	SL-106-4
Heritage 82” Bookcase	SL-106-5
Eclipse 82” Bookcase	SL-106-8
Mission Round Table	SL 110-2

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

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**B. RESOLUTION 25-337 TO CANCEL LAPSD WARRANTS – COUNTY CLERK:**

Rogers read the resolution. Rogers made a motion to cancel the warrants; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**C. RESOLUTION 25-338 TO APPROVE BANKING CONTRACT AND DESIGNATION OF OFFICIAL DEPOSITORY FOR FISCAL YEAR 2025-2026 - TREASURER: Selman**  
made a motion to approve the resolution; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**D. RESOLUTION 25-339 AUTHORIZING THE COUNTY TREASURER TO INVEST ALL COUNTY FUNDS FOR FISCAL YEAR 2025-2026: Rogers** made a motion to approve the resolution; seconded by Haynes.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**E. RESOLUTION 25-340 AUTHORIZING THE COUNTY TREASURER TO INVEST DA CONTROL SUBSTANCE, DA SUPERVISION FEES, DA 991 SUPERVISION FEES AND DA EQUITABLE SHARING – DOG FUNDS FOR FISCAL YEAR 2025-2026:**  
Selman made a motion to approve the resolution; seconded by Rogers.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**F. RESOLUTION 25-341 AUTHORIZING THE COUNTY TREASURER TO INVEST FUNDS FOR THE ASSESSOR REVOLVING FEE FUND FOR FISCAL YEAR 2025-2026: Rogers** made a motion to approve the resolution; seconded by Haynes.

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AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**G. RESOLUTION 25-342 AUTHORIZING THE COUNTY TREASURER TO INVEST FUNDS FOR THE CHRISTIAN HILL CEMENTERY FUND FOR FISCAL YEAR 2025-2026:** Selman made a motion to approve the resolution; seconded by Rogers.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**H. RESOLUTION 25-343 AUTHORIZING THE COUNTY TREASURER TO INVEST FUNDS FOR THE EMERGENCY MANAGEMENT FUND FOR FISCAL YEAR 2025-2026:** Rogers made a motion to approve resolution; seconded by Haynes.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**I. RESOLUTION 25-344 AUTHORIZING THE COUNTY TREASURER TO INVEST THE COUNTY CLERK'S MECHANIC LIEN CASH BOND FUND:** Rogers made a motion to approve the resolution; seconded by Haynes.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**J. RESOLUTION 25-345 AUTHORIZING THE COUNTY TREASURER TO INVEST FIRE SALES TAS FUNDS FOR ALL FIRE DISTRICTS FOR FISCAL YEAR 2025-2026:** Selman made a motion to approve the resolution; seconded by Rogers.

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AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**K. RESOLUTION 25-346 AUTHORIZING THE COUNTY TREASURER TO INVEST THE JUVENILE DETENTION BUILDING & MAINTENANCE FUND FOR FISCAL YEAR 2025-2026:** Selman made a motion to approve the resolution; seconded by Haynes.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**L. RESOLUTION 25-347 AUTHORIZING THE COUNTY TREASURER TO INVEST THE TREASURER'S MORTGAGE CERTIFICATION FEE FUND FOR FISCAL YEAR 2025-2026:** Rogers made a motion to approve the resolution; seconded by Haynes.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**M. RESOLUTION 25-348 AUTHORIZING THE COUNTY TREASURER TO INVEST THE JAIL SALES TAX FUND, ANIMAL SHELTER SALES TAX FUND, AND THE ROADS AND BRIDGES SALES TAX FUND FOR FISCAL YEAR 2025-2026:** Rogers made a motion to approve the resolution; seconded by Haynes.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**N. RESOLUTION 25-349 AUTHORIZING THE COUNTY TREASURER TO INVEST THE COURT CLERK REVOLVING FUND AND COURT CLERK FUND FOR FISCAL YEAR 2025-2026:** Selman made a motion to approve the resolution; seconded by Haynes.



AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**O. RESOLUTION 25-350 AUTHORIZING THE COUNTY TREASURER TO INVEST THE COUNTY BRIDGE AND ROAD IMPROVEMENT FUND FOR FISCAL YEAR 2025-2026:** Selman made a motion to approve the resolution; seconded by Haynes.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**P. RESOLUTION 25-351 TO RENEW ANNUAL SERVICE AGREEMENTS FOR FISCAL YEAR 2025-2026 – TREASURER:** Selman made a motion to approve the resolution; seconded by Haynes.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**Q. RESOLUTION 25-352 TO REMOVE ITEMS FROM INVENTORY – DISTRICT 1:**  
Rogers read the resolution stating the following items.

DESCRIPTION	INVENTORY #	SERIAL/VIN#
2011 Dodge Ram	D1-301.172	3D6WZ4EL4BBG37766
2020 John Deere Motorgrader	D1-307.152	1DW770GXLLF703322
2020 John Deere Motorgrader	D1-307.153	1DW770GXKLF703314

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

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**R. RESOLUTION 25-353 SUPPORTING THE NATIONAL ASSOCIATION OF COUNTYIES (NACO) RESOLUTION REQUESTING CONGRESS AMEND 42 USC § 1983 TO IMPOSE CAPS ON THE AMOUNT OF DAMAGES THAT CAN BE AWARDED IN CIVIL RIGHTS CASES:** Selman explained the resolution stating that there is no cap on federal lawsuits like there is on the state level. Rogers made a motion to approve the resolution; seconded by Haynes.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**S. RESOLUTION 25-354 TO DEPOSIT CHECK – TANNEHILL VFD:** Rogers read the resolution. Rogers made a motion to approve the resolution; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**T. RESOLUTION 25-355 TO CANCEL PURCHASE ORDERS – EMERGENCY MANAGEMENT:** Rogers read the resolution stating purchase orders 6755, 6756 and 7642. Rogers made a motion to cancel the purchase orders; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**U. RESOLUTION 25-356 TO CANCEL PURCHASE ORDERS – HEALTH DEPARTMENT:** Rogers read the resolution stating purchase order 10763. Selman made a motion to cancel the purchase order; seconded by Rogers.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**V. RESOLUTION 25-357 TO CANCEL PURCHASE ORDERS – DISTRICT 1:** Rogers read the resolution stating purchase orders 7612, 8932, 9795 and 10637. Selman made a motion to cancel the purchase order; seconded by Haynes.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**W. RESOLUTION 25-358 TO REMOVE ITEMS FROM INVENTORY – FLOODPLAIN:**  
Rogers read the resolution stating the following item.

DESCRIPTION	INVENTORY #	SERIAL/VIN#
Dell Pro Windows 8 Laptop	FP-218.1	9TJFVZ1

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

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**X. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FINANCIAL STATEMENT FOR THE RESALE PROPERTY FUND – TREASURER:**  
Jennifer Hackler explained the Resale Property financial statement. Rogers made a motion to approve the financial statement; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**Y. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE REQUISITIONING AND RECEIVING OFFICERS FOR FISCAL YEAR 2025-2026 – HEALTH DEPARTMENT:** Rogers read the requisitioning and receiving officers. Rogers made a motion to approve the requisitioning and receiving officers; seconded by Haynes.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**Z. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE ANNUAL RENEWAL AGREEMENT BETWEEN THE PITTSBURG COUNTY HEALTH DEPARTMENT AND STANDLEY SYSTEMS FOR COPIER LEASE AND MAINTENANCE EES FOR FISCAL YEAR 2025-2026:** Rogers stated that the agreement is for 60 months and began April 1, 2023. Rogers made a motion to approve the renewal agreement; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**AA. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE ANNUAL RENEWAL AGREEMENT BETWEEN THE PITTSBURG COUNTY HEALTH DEPARTMENT AND SHRED-IT FOR SHREDDING SERVICES FOR FISCAL YEAR 2025-2026:** Rogers read the renewal agreement. Selman made a motion to approve the renewal agreement; seconded by Rogers.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**BB. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE ANNUAL RENEWAL AGREEMENT BETWEEN THE PITTSBURG COUNTY HEALTH DEPARTMENT AND PITNEY BOWES FOR (1) SENDPRO C AUTO MAILING SYSTEM FOR FISCAL YEAR 2025-2026:** Rogers made a motion to approve the renewal agreement; seconded by Haynes.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**CC. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE MEMORANDUM OF AGREEMENT BETWEEN PITTSBURG COUNTY HEALTH DEPARTMENT AND WARREN CLINIC/SAINT FRANCIS HOSPITAL FOR X-RAY SERVICES FOR FISCAL YEAR 2025-2026:** Rogers made a motion to approve the renewal agreement; seconded by Haynes.

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AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**DD. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE  
NEBULIZED SPUTUM COLLECTION CONTRACT BETWEEN PITTSBURG COUNTY  
HEALTH DEPARTMENT AND MCALESTER REGIONAL HEALTH CENTER FOR  
FISCAL YEAR 2025-2026:** Rogers made a motion to approve the renewal agreement; seconded  
by Haynes.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**EE. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE  
CONTRACT LABOR AGREEMENT BETWEEN PITTSBURG COUNTY HEALTH  
DEPARTMENT AND CR MOWING FOR LAWN MAINTENANCE SERVICES FOR  
FISCAL YEAR 2025-2026:** Rogers read the agreement. Rogers made a motion to approve the  
agreement; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**FF. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE  
ANNUAL RENEWAL AGREEMENT BETWEEN PITTSBURG COUNTY HEALTH  
DEPARTMENT AND VIP VOICE SERVICES FOR PHONE SYSTEM, NETWORK  
AND INFRASTRUCTURE PROVISIONS FOR FISCAL YEAR 2025-2026:** Rogers made a  
motion to approve the renewal agreement; seconded by Haynes.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**GG. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE PROFESSIONAL SERVICE AGREEMENT BETWEEN PITTSBURG COUNTY HEALTH DEPARTMENT AND SHELLY SCOTT-WITTKOPF “HEALTH PROMOTION SPECIALIST”:** Rogers stated that the agreement is for \$34.00 per hour and not to exceed \$25,000.00. Rogers made a motion to approve the agreement; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**HH. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE PLANNED SERVICE AGREEMENT BETWEEN PITTSBURG COUNTY HEALTH DEPARTMENT AND JOHNSON CONTROLS FOR ANNUAL FIRE ALARM AND SPRINKLER SYSTEM TEST AND INSPECTION AND FIRE ALARM SYSTEM MONITORING MAINTENANCE:** Rogers stated that the test and inspection is in the amount of \$1,935.31 and \$500.00 for the monitoring. Rogers made a motion to approve the agreement; seconded by Haynes.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**II. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE INTERLOCAL AGREEMENT BETWEEN PITTSBURG COUNTY DISTRICT 3 AND DANNY DEVIN:** Selman explained the interlocal agreement. Selman made a motion to approve the agreement; seconded by Haynes.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**JJ. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE INTERLOCAL AGREEMENT BETWEEN PITTSBURG COUNTY DISTRICT 3 AND JIMMY WHITE:** Selman explained the interlocal agreement. Selman made a motion to approve the agreement; seconded by Haynes.

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AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**KK. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE INTERLOCAL AGREEMENT BETWEEN PITTSBURG COUNTY DISTRICT 3 AND KEITH COFFEE:** Selman explained the interlocal agreement. Rogers made a motion to approve the agreement; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**LL. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE INTERLOCAL AGREEMENT BETWEEN PITTSBURG COUNTY DISTRICT 2 AND AARON ROBERTS:** Haynes explained the interlocal agreement. Rogers made a motion to approve the agreement; seconded by Haynes.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**MM. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE “AMENDMENT” TO DETENTION SERVICES AGREEMENT BETWEEN ROCMND AREA YOUTH SERVICES, INC. AND PITTSBURG COUNTY FOR FISCAL YEAR 2025-2026:** Rogers read the agreement stating \$35.00 a day per child. Rogers made a motion to approve the amendment to the agreement; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.



**NN. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO VERBALLY APPROVE SOFTWARE AND SERVICE AGREEMENT BETWEEN KELLPRO AND PITTSBURG COUNTY CLERK:** Rogers stated that the agreement is in the amount of \$42,216.00. Rogers made a motion to approve the agreement; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**OO. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO VERBALLY APPROVE SOFTWARE AND SERVICE AGREEMENT BETWEEN KELLPRO AND PITTSBURG DISTRICT 1:** Rogers stated that the agreement is in the amount of \$3,840.00. Rogers made a motion to approve the agreement; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**PP. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO VERBALLY APPROVE SOFTWARE AND SERVICE AGREEMENT BETWEEN KELLPRO AND PITTSBURG DISTRICT 2:** Rogers stated that the agreement is in the amount of \$4,359.00. Rogers made a motion to approve the agreement; seconded by Haynes.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**QQ. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO VERBALLY APPROVE SOFTWARE AND SERVICE AGREEMENT BETWEEN KELLPRO AND PITTSBURG DISTRICT 3:** Rogers stated that the agreement is in the amount of \$3,369.00. Selman made a motion to approve the agreement; seconded by Rogers.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**RR. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE EMERGENCY AND TRANSPORTATION REVOLVING FUND, ETR, FUND RENEWAL CONTRACT BETWEEN PITTSBURG COUNTY DISTRICT 3 AND THE OKLAHOMA CIRCUIT ENGINEERING DISTRICT BOARD (OCCEDB) FOR SHADY GROVE ROAD PROJECT NUMBER ETRCR3-61-3(17)25:** Sandra Crenshaw explained that the renewal is for final paperwork to be completed. Rogers made a motion to approve the contract renewal; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**SS. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE EMERGENCY AND TRANSPORTATION REVOLVING FUND, ETR, FUND RENEWAL CONTRACT BETWEEN PITTSBURG COUNTY DISTRICT 3 AND THE OKLAHOMA CIRCUIT ENGINEERING DISTRICT BOARD (OCCEDB) FOR BRIAR ROAD PROJECT NUMBER ETRCR3-61-3(18)25:** Sandra Crenshaw explained that the renewal is for final paperwork to be completed. Rogers made a motion to approve the contract renewal; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**TT. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE EMERGENCY AND TRANSPORTATION REVOLVING FUND, ETR, FUND RENEWAL CONTRACT BETWEEN PITTSBURG COUNTY DISTRICT 3 AND THE OKLAHOMA CIRCUIT ENGINEERING DISTRICT BOARD (OCCEDB) FOR FOUR CORNERS ROAD PROJECT NUMBER ETRCR3-61-3(20)25:** Sandra Crenshaw explained that the renewal is for final paperwork to be completed. Selman made a motion to approve the contract renewal; seconded by Rogers.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**UU. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE CONTRACT FOR SERVICES BETWEEN PITTSBURG COUNTY ASSESSOR AND TOTAL ASSESSMENT SOLUTIONS CORP (TASC) FOR FISCAL YEAR 2025-2026:**  
Rogers made a motion to approve the contract; seconded by Selman.

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AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

VV. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO ACCEPT PROPOSAL FOR THE PITTSBURG COUNTY COURTHOUSE 2025 ANNUAL FIRE ALARM TEST AND INSPECTION WITH JE SYSTEMS, INC: Rogers stated that the proposal is in the amount of \$2,105.00. Selman made a motion to approve the proposal; seconded by Rogers.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

WW. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE PAYMENT TO TISDAL & O’HARA FOR PROFESSIONAL SERVICES PROVIDED FOR THE SCISSORTAIL, PLE AND PETROLINK LITIGATIONS: Rogers stated that the invoice is in the amount of \$450.00. Selman made a motion to approve the payment; seconded by Rogers.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

XX. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE VENDOR FOR UPDATES TO THE COUNTY STORM SIREN SYTEM: Leo Baughman explained the project and the need for a standalone frequency for the storm sirens. The following quotes were received.

VENDOR	PROJECT DESCRIPTION	AMOUNT
Muskogee Communications	New Storm Siren Radio Frequency and Hardware	\$25,181.00
Stolz Telecom	New Storm Siren Radio Frequency and Hardware	\$25,224.93
Omni Warn	Frequency Reprogramming of Current Sirens	\$ 1,088.00
Omni Warn	Installation of Siren at Tannehill	\$ 8,962.00
Omni Warn	Installation of Siren at Frink	\$10,462.00

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Selman asked about other communities in the county needing sirens. Baughman explained his plan for adding additional 2 or 3 sirens a fiscal year. Rogers made a motion to award the new storm siren frequency project to Muskogee Communications and the reprogramming of the current sirens and installation of the 2 new sirens to Omni Warn; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**YY. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE RENEWAL DOCUMENTS BETWEEN THE ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SELF-INSURED GROUP (ACCO-SIG) AND PITTSBURG COUNTY FOR PROPERTY AND LIABILITY INSURANCE FOR FISCAL YEAR 2025-2026:** Rogers stated option 1 a single payment in the amount of \$648,538.00 and option 2 two payments with a grand total of \$656,766.0 . Rogers made a motion to approve the renewal with option #2; seconded by Haynes.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**ZZ. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE CITY COUNTY AGREEMENT FOR A JOINT EMERGENCY MANAGEMENT ADMINISTRATION BETWEEN PITTSBURG COUNTY EMERGENCY MANAGEMENT AND THE CITY OF KREBS:** Selman made a motion to approve the agreement; seconded by Haynes.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**AAA. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE OKLAHOMA COOPERATIVE CIRCUIT ENGINEERING DISTRICTS BOARD (OCCEDB) SOLID WASTE REQUEST FORM FOR SOLID WASTE GRANTS FOR ALL THREE DISTRICTS:** Rogers made a motion to approve the grant request form; seconded by Selman.

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AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**BBB. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE TENTATIVE BUDGET FOR FISCAL YEAR 2025-2026 FOR THE PITTSBURG COUNTY ANIMAL SHELTER:** Rogers stated that the tentative budget is in the amount of \$537,011.04. Rogers made a motion to approve the tentative budget; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**CCC. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE TENTATIVE BUDGET FOR FISCAL YEAR 2025-2026 FOR THE PITTSBURG COUNTY JAIL:** Rogers stated that the tentative budget is in the amount of \$1,611,729.49. Rogers made a motion to approve the tentative budget; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

**DDD. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE COUNTY ACTION REPORT – DISTRICT 2:** Haynes stated this is to add Wimberly Road to the County Road System with ODOT. Rogers made a motion to approve the county action report; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Mike Haynes

NAY: None.

Motion Passed.

EEE. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE PROJECT AGREEMENT BETWEEN PITTSBURG COUNTY AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF LAKE ACCESS PROJECT, PROJECT NO. SAP-261D(129)LG, JOB PIESE NO. 38850(04), ALSO KNOWN AS THE JUNIPER POINT LAKE ACCESS PROJECT, PHASE II – DISTRICT 3: Rogers made a motion to approve the project agreement; seconded by Selman.

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

**11. NEW BUSINESS:**

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

**12. 10:00 A.M. – PUBLIC HEARINGS:** Mr. Peters stated that they were supposed to have a public hearing today concerning opening a family cemetery. Rogers stated that the item was mistakenly left off of the agenda. Rogers stated that a new notice of public hearing will have to be approved and published and that he will notify him of the date as soon as it is set.

**13. 10:00 A.M. – BID OPENINGS:** None.

**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: 06/30/2025 to 06/30/2025

PO	Warrant No.	Vendor Name	Purpose	Amount
Animal Shelter				
1316-1-8020-2005 / ANIMAL SHELTER MAINTENANCE & OPERATIONS				
011437	000646	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 1,026.74
Total:				\$ 1,026.74
CBRI				
1103-6-4300-2075 / CBRI ROAD & BRIDGE IMPROVEMENT DIST #3				
011322	000032	KC FARM MACHINERY INC.	GREY PIPE	\$ 869.70
011323	000033	KC FARM MACHINERY INC.	GREY PIPE	\$ 869.70
Total:				\$ 1,739.40
Donations				
1235-2-0400-2210 / SHERIFF DONATION CEMETERY MOWING				
011319	000032	KC FARM MACHINERY	LAWN MOWER REPAIR	\$ 534.65
Total:				\$ 534.65
1235-6-4100-4151 / ARROWHEAD ESTATES				
008486	000033	DOLESE	1 1/2" CRUSHER RUN	\$ 2,400.24
Total:				\$ 2,400.24
Econ Dev Trust				
7603-4-0500-2005 / EDA EXPO M&o				
011271	000531	LINGO COMMUNICATIONS	MONTHLY SERVICE	\$ 183.12
011308	000532	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 88.16
011312	000533	OK TIRE	TIRES & SERVICES	\$ 627.60
011364	000534	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 137.08
Total:				\$ 1,035.96
Emergency Mgmt				
1212-2-2700-1310 / CIVIL DEFENSE-TRAVEL				
011460	000326	BROGDON, ERIN M.	TRAVEL	\$ 280.00
011461	000327	COSSEY, DENTON V.	TRAVEL	\$ 280.00



PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Emergency Mgmt</b>				
<b>1212-2-2700-1310 / CIVIL DEFENSE-TRAVEL</b>				
			<b>Total:</b>	<b>\$ 560.00</b>
<b>1212-2-2700-2005 / CIVIL DEFENSE M&amp;O</b>				
010936	000328	FASTENAL COMPANY	BRASS LETTER SET	\$ 38.64
011367	000329	MILLER GARAGE DOORS	GARAGE DOOR REPAIR	\$ 600.00
			<b>Total:</b>	<b>\$ 638.64</b>
<b>General</b>				
<b>0001-1-0100-2005 / DISTRICT ATTORNEY M&amp;O</b>				
011078	004489	BRIGGS PRINTING	ENVELOPES ETC	\$ 442.85
011379	004490	US CELLULAR	MONTHLY SERVICE	\$ 436.61
011380	004491	ASSOCIATION OF GOVERNMENT ATTO	REGISTRATION FEE	\$ 818.77
011475	004492	AONE	REGISTRATION FEE	\$ 275.00
011476	004493	PITNEY BOWES RESERVE ACCT	POSTAGE	\$ 1,000.00
011479	004494	OUTLAW TOWING	TOWING	\$ 80.00
			<b>Total:</b>	<b>\$ 3,053.23</b>
<b>0001-1-0600-2005 / TREASURER M&amp;O</b>				
011330	004495	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 199.00
011483	004496	MILLER OFFICE EQUIPMENT	COPIER REPAIR	\$ 180.00
			<b>Total:</b>	<b>\$ 379.00</b>
<b>0001-1-0800-1310 / COMMISSIONERS TRAVEL</b>				
011370	004497	SELMAN, WILLIAM R.	TRAVEL	\$ 120.00
			<b>Total:</b>	<b>\$ 120.00</b>
<b>0001-1-0800-2005 / COMMISSIONERS M&amp;O</b>				
011297	004498	MCALESTER NEWS CAPITAL & DEM.	NEWSPAPER SUBSCRIPT	\$ 179.88
011368	004499	MILLER OFFICE EQUIPMENT	COPY COVERAGE	\$ 10.40
			<b>Total:</b>	<b>\$ 190.28</b>
<b>0001-1-1600-1310 / ASSESSOR TRAVEL</b>				
011373	004500	WHINERY, SUMMIT D.	TRAVEL	\$ 400.26
			<b>Total:</b>	<b>\$ 400.26</b>
<b>0001-1-1600-2005 / ASSESSOR M&amp;O</b>				
008163	004501	HAMPTON INN & SUITES	LODGING	\$ 220.00
011091	004502	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 194.38

PO	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-1-1600-2005 / ASSESSOR M&O				
			Total:	\$ 414.38
0001-1-2000-2011 / MEDICAL-INMATE				
011357	004503	MCLESTER REGIONAL HEALTH CEN	INMATE MEDICAL	\$ 1,882.00
011358	004504	MCLESTER REGIONAL HEALTH CEN	INMATE MEDICAL	\$ 3,850.00
011431	004505	MCLESTER REGIONAL HEALTH CEN	INMATE MEDICAL	\$ 591.00
011432	004506	RADIOLOGY ASSOCIATES OF EASTER	INMATE MEDICAL	\$ 340.00
			Total:	\$ 6,663.00
0001-1-2200-2005 / ELECTION BOARD M&O				
011334	004507	JOHNNYS A STREET MARKET	INMATE LUNCHES	\$ 20.85
			Total:	\$ 20.85
0001-1-3300-2005 / MAINTENANCE M&O				
008652	004508	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 142.91
010554	004509	UNIFIRST CORP.	MAT MAINTENANCE	\$ 239.48
010555	004510	UNIFIRST CORP.	UNIFORMS ETC	\$ 74.00
010557	004511	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES	\$ 1,676.73
010696	004512	DIGI SECURITY SYSTEMS	BATTERY BACKUP	\$ 1,989.00
011205	004513	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 247.85
011321	004514	LOWES	FANS	\$ 94.98
011365	004515	OKLAHOMA DEPARTMENT OF ENVIRO	PERMIT FEE	\$ 304.64
011366	004516	STONE ELECTRIC	HVAC REPAIR	\$ 1,122.80
			Total:	\$ 5,892.39
0001-2-0400-2005 / SHERIFF M&O				
011310	004517	WALMART COMMUNITY CARD	SD CARDS	\$ 8.98
011439	004518	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 511.00
011443	004519	MCLESTER TAG AGENT	TITLE	\$ 17.73
011458	004520	PITNEY BOWES BANK INC RESERVE A	POSTAGE	\$ 600.00
			Total:	\$ 1,137.71
0001-2-2700-2005 / CIVIL DEFENSE M&O				
011176	004521	MIDWEST CARD & ID SOLUTIONS	RAPID TAG SYSTEM	\$ 555.00
			Total:	\$ 555.00
0001-4-0500-2005 / Expo M&O				
011455	004522	RURAL WATER DIST. #7	MONTHLY SERVICE	\$ 30.00
			Total:	\$ 30.00

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>General</b>				
<b>0001-5-0900-1310 / OSU TRAVEL</b>				
011445	004523	HAMILTON, MAKAYLA	TRAVEL	\$ 3.78
011446	004524	CANTRELL, DAVID	TRAVEL	\$ 72.03
011463	004525	LOCKWOOD, RACHEL	TRAVEL	\$ 213.25
		<b>Total:</b>	<b>\$ 289.06</b>	
<b>0001-5-0900-2005 / OSU M&amp;O</b>				
011315	004526	ALERT 360	SECURITY MONITORING	\$ 34.55
		<b>Total:</b>	<b>\$ 34.55</b>	
<b>Health</b>				
<b>1216-3-5000-2005 / HEALTH DEPT. M&amp;O</b>				
010177	000429	PACE HEAT & AIR	A/C REPAIR	\$ 2,750.00
010386	000430	PRO KILL INC.	PEST CONTROL	\$ 158.00
010866	000431	WITTKOPF, SHELLY	CONTRACT SERVICES	\$ 1,283.59
011082	000432	STAPLES	TONER CARTRIDGES	\$ 316.06
011194	000433	COMPTON ELECTRIC LLC	LIGHTING REPAIR	\$ 225.00
011248	000434	STAPLES	OFFICE SUPPLIES	\$ 381.83
		<b>Total:</b>	<b>\$ 5,114.48</b>	
<b>Hwy-ST</b>				
<b>1313-6-8040-2005 / HIGHWAY SALES TAX ASPHALT PLANT M&amp;O</b>				
010862	002791	DOLESE	3/8" #2 COVER CHIPS	\$ 11,523.50
011134	002792	DOLESE	3/8" #2 COVER CHIPS	\$ 11,753.35
011169	002793	DOLESE	#4 SCREENINGS	\$ 6,097.82
011280	002794	DOLESE	3/8" #2 COVER CHIPS	\$ 11,767.50
011285	002795	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 13,630.40
011326	002796	RAM.INC	FUEL	\$ 7,172.59
011451	002797	PEPSI-COLA BOTTLING CO.	BOTTLED WATER	\$ 328.20
011467	002798	RURAL WATER DIST #6	MONTHLY SERVICE	\$ 50.79
		<b>Total:</b>	<b>\$ 62,324.15</b>	
<b>1313-6-8041-2005 / HIGHWAY SALES TAX M&amp;O DISTRICT #1</b>				
010692	002799	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 6,607.85
010749	002800	DOLESE	1 1/2 CRUSHER RUN	\$ 5,953.14
010751	002801	WARREN POWER & MACHINERY INC.	PUSH PLATE & ETC	\$ 4,745.00
010808	002802	KC FARM MACHINERY INC.	PLASTIC PIPE	\$ 21,137.50
010908	002803	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 6,924.97
011019	002804	RAM INC	FUEL	\$ 1,657.59
011058	002805	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 3,243.79

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Hwy-ST</b>				
<b>1313-6-8041-2005 / HIGHWAY SALES TAX M&amp;O DISTRICT #1</b>				
011080	002806	WESTERN MARKETING, INC.	DEF	\$ 717.45
011152	002807	WARREN POWER & MACHINERY INC.	FILTERS ETC	\$ 1,152.01
011153	002808	KIRBY SMITH INC.	FUSE BLOCK	\$ 654.18
011184	002809	SHUTERRA LLC	WEED SPRAYING	\$ 7,330.00
011190	002810	GOODWIN, BRENNEN	DEF ETC	\$ 1,333.50
011196	002811	TRUE VALUE HARTSHORNE	SCREWS	\$ 40.99
011286	002812	TRUE VALUE HARTSHORNE	TORCH KIT	\$ 56.99
<b>Total:</b>				<b>\$ 61,554.96</b>

<b>1313-6-8042-2005 / HIGHWAY SALES TAX M&amp;O DISTRICT #2</b>				
009257	002813	PREMIER TRUCK GROUP	WINDOW GLASS	\$ 101.98
011088	002814	WARREN POWER & MACHINERY INC.	EQUIPMENT PARTS	\$ 17.23
011117	002815	PARROTT TRUCKING	CONTRACT HAULING	\$ 1,740.00
011118	002816	PRICE, MICHAEL A	RED GRAVEL	\$ 1,200.00
011126	002817	YELLOWHOUSE MACHINERY CO	FILTERS ETC	\$ 123.69
011139	002818	RAM INC	FUEL	\$ 5,970.94
011140	002819	RAM INC	FUEL	\$ 5,065.80
011287	002820	STANDARD MACHINE & WELDING	HYDRAULIC HOSE	\$ 106.50
011304	002821	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 494.59
011305	002822	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 50.00
011329	002823	STANDARD MACHINE & WELDING	HYDRAULIC HOSE ETC.	\$ 170.80
011335	002824	GODDARD, GERALD	A/C REPAIR	\$ 250.00
011336	002825	P & K EQUIPMENT	FILTERS	\$ 563.87
011338	002826	MAXWELL SUPPLY COMPANY	BRACKET	\$ 36.40
011369	002827	MCELROY, JILL E.	CONTRACT LABOR	\$ 350.00
<b>Total:</b>				<b>\$ 16,241.80</b>

<b>1313-6-8043-2005 / HIGHWAY SALES TAX M&amp;O DISTRICT #3</b>				
010711	002828	PATRIOT AUTO GROUP	ALIGNMENT ETC.	\$ 1,316.40
010834	002829	KC FARM MACHINERY INC.	LOADER FORKS	\$ 1,350.00
011011	002830	DOLESE	1 1/2" CRUSHER RUN	\$ 5,992.72
011141	002831	DOLESE	1 1/2" CRUSHER RUN	\$ 5,995.72
011340	002832	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 545.02
<b>Total:</b>				<b>\$ 15,199.86</b>

**Jail-ST**

<b>1315-2-8034-2005 / JAIL MAINTENANCE &amp; OPERATIONS</b>				
011435	000871	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 1,179.82
<b>Total:</b>				<b>\$ 1,179.82</b>

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Rural Fire-ST</b>				
<b>1321-2-8201-2005 / ALDERSON FIRE DEPT M&amp;O</b>				
011215	001212	PEPSI-COLA BOTTLING CO.	WATER ETC.	\$ 1,597.05
			<b>Total:</b>	<b>\$ 1,597.05</b>
<b>1321-2-8202-2005 / ARROWHEAD FIRE DEPT M&amp;O</b>				
010732	001213	MILL CREEK CARPET	FLOORING	\$ 2,928.17
			<b>Total:</b>	<b>\$ 2,928.17</b>
<b>1321-2-8204-2005 / BUGTUSSLE FIRE DEPT M&amp;O</b>				
010069	001214	MCALESTER TAG AGENT	TAG & TITLE	\$ 137.83
			<b>Total:</b>	<b>\$ 137.83</b>
<b>1321-2-8205-2005 / BLANCO FIRE DEPARTMENTM&amp;O</b>				
011337	001215	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 198.19
			<b>Total:</b>	<b>\$ 198.19</b>
<b>1321-2-8212-2005 / FIRE FIGHTERS ASSOC M&amp;O</b>				
011468	001216	CITY OF MCALESTER	MONTHLY SERVICE	\$ 89.53
011469	001217	COOKSON HILLS ELECTRIC COOP.	MONTHLY SERVICE	\$ 80.00
011470	001218	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 85.37
			<b>Total:</b>	<b>\$ 254.90</b>
<b>1321-2-8214-2005 / HIGH HILL FIRE DEPT M&amp;O</b>				
011100	001219	REPUBLIC SERVICES #375	MONTHLY SERVICE	\$ 225.40
			<b>Total:</b>	<b>\$ 225.40</b>
<b>1321-2-8216-2005 / HAYWOOD/ARPELAR FD M&amp;O</b>				
011459	001220	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 133.54
			<b>Total:</b>	<b>\$ 133.54</b>
<b>1321-2-8217-2005 / HIGHWAY 9 FIRE DEPT M&amp;O</b>				
010562	001221	LONGTOWN RW&S DIST. #1	MONTHLY SERVICE	\$ 40.00
			<b>Total:</b>	<b>\$ 40.00</b>
<b>1321-2-8218-2005 / INDIANOLA FIRE DEPT M&amp;O</b>				
009503	001222	COMIDATA	FUEL	\$ 309.10
			<b>Total:</b>	<b>\$ 309.10</b>

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Rural Fire-ST</b>				
<b>1321-2-8219-2005 / KIOWA FIRE DEPARTMENT M&amp;O</b>				
007060	001223	MYDER FIRE SUPPORT	LIGHTS ETC	\$ 8,312.69
007564	001224	REDLINE FIRE EQUIPMENT & SUPPLY	BUNKER GEAR ETC.	\$ 32,995.93
			<b>Total:</b>	<b>\$ 41,308.62</b>
<b>1321-2-8219-4110 / KIOWA FIRE DEPT CAP OUTLAY</b>				
008432	001225	MYDER FIRE SUPPORT	LIGHT BAR	\$ 2,625.74
			<b>Total:</b>	<b>\$ 2,625.74</b>
<b>1321-2-8220-2005 / KREBS FIRE DEPARTMENT M&amp;O</b>				
011220	001226	MCALESTER TAG AGENT	TAG & TITLE	\$ 48.33
			<b>Total:</b>	<b>\$ 48.33</b>
<b>1321-2-8221-2005 / MCALESTER FIRE DEPT M&amp;O</b>				
010463	001227	CASCO INDUSTRIES	SCBA MASK	\$ 1,722.00
			<b>Total:</b>	<b>\$ 1,722.00</b>
<b>1321-2-8222-2005 / PITTSBURG FIRE DEPT M&amp;O</b>				
011282	001228	PITTSBURG PUBLIC WORKS AUTH.	MONTHLY SERVICE	\$ 66.80
011283	001229	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 47.76
011284	001230	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 51.19
			<b>Total:</b>	<b>\$ 165.75</b>
<b>1321-2-8225-2005 / SAMS POINT FIRE DEPT M&amp;O</b>				
011332	001231	H & H ALARM CO INC	MONTHLY SERVICE	\$ 42.50
			<b>Total:</b>	<b>\$ 42.50</b>
<b>1321-2-8225-4110 / SAMS POINT FIRE DEPT CAP OUTLAY</b>				
008828	001232	REDLINE FIRE EQUIPMENT & SUPPLY	SKID UNIT	\$ 11,694.91
			<b>Total:</b>	<b>\$ 11,694.91</b>
<b>1321-2-8227-2005 / SHADY GROVE FIRE DEPT M&amp;O</b>				
007951	001233	CASCO INDUSTRIES	BUNKER GEAR	\$ 14,240.00
011471	001234	RURAL WATER DIST. #9	MONTHLY SERVICE	\$ 37.25
011472	001235	AT&T MOBILITY	MONTHLY SERVICE	\$ 252.06
011473	001236	THE BURROWS AGENCY	INSURANCE	\$ 435.00
			<b>Total:</b>	<b>\$ 14,964.31</b>

SH Commissary

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>SH Commissary</b>				
<b>1223-2-0400-2005 / SHERIFF COMMISSARY M&amp;O</b>				
011148	000252	COMMISSARY EXPRESS	COMMISSARY PRODUCT	\$ 2,403.33
011250	000253	COMMISSARY EXPRESS	KIOSK FEES	\$ 71.50
			<b>Total:</b>	<b>\$ 2,474.83</b>
<b>SH Svc Fee</b>				
<b>1226-2-0400-2005 / SHERIFF SERVICE FEE M&amp;O</b>				
011311	002010	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 61.99
011359	002011	O REILLY AUTO PARTS	SPARK PLUGS ETC.	\$ 68.99
			<b>Total:</b>	<b>\$ 130.98</b>
<b>1226-2-0400-2012 / FEEDING PRISONERS</b>				
011227	002012	BEN E. KEITH OKLAHOMA	INMATE GROCERIES	\$ 7,102.04
			<b>Total:</b>	<b>\$ 7,102.04</b>
<b>1226-2-3400-2005 / JAIL M&amp;O</b>				
009511	002013	THE BANK N.A.	TRAVEL	\$ 337.63
010511	002014	BEMAC SUPPLY	LIGHT PARTS	\$ 4,605.00
010606	002015	PEPSI-COLA BOTTLING CO.	INMATE WORK CREW	\$ 518.68
010608	002016	WALMART COMMUNITY CARD	K-9 SUPPLIES	\$ 104.73
010709	002017	PARMED PHARMACEUTICALS	MEDICAL SUPPLIES	\$ 322.77
011147	002018	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 765.63
011253	002019	GALLS LLC	FLASHLIGHTS	\$ 746.55
011263	002020	MUSKOGEE COMMUNICATIONS	RADIO REPAIR	\$ 1,040.00
011279	002021	ABOVE THE GRILL LLC	VENT HOOD CLEANING	\$ 800.00
011289	002022	SGC FOODSERVICE	JAIL KITCHEN SUPPLIES	\$ 1,443.88
011290	002023	MCALLESTER AUTO GLASS	WINDOW TINT	\$ 420.00
011291	002024	GALLS LLC	UNIFORMS ETC	\$ 1,674.57
011292	002025	AT&T MOBILITY	MONTHLY SERVICE	\$ 1,769.05
011293	002026	BRIGGS PRINTING	RECEIPT BOOKS	\$ 468.00
011294	002027	WALMART COMMUNITY CARD	CAR DETAIL SUPPLIES	\$ 196.06
011318	002028	O REILLY AUTO PARTS	TAPE	\$ 8.01
011360	002029	T & W TIRE	TIRES ETC.	\$ 982.55
011361	002030	LOWES	CABLE	\$ 113.05
011362	002031	O REILLY AUTO PARTS	SPARK PLUGS ETC.	\$ 134.86
011433	002032	AMERICAN SOLUTIONS	CAR WASH SUPPLIES	\$ 407.10
011434	002033	SGC FOODSERVICE	JAIL KITCHEN SUPPLIES	\$ 266.70
011436	002034	O REILLY AUTO PARTS	HEADLIGHT BULB	\$ 8.43
011480	002035	HOLMANS FAST LUBE	OIL CHANGE ETC	\$ 538.68
			<b>Total:</b>	<b>\$ 17,671.93</b>



PO	Warrant No.	Vendor Name	Purpose	Amount
SH Svc Fee				
1226-2-3400-2030 / INMATE PHONE				
011254	002036	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 177.00
			<b>Total:</b>	<b>\$ 177.00</b>
			<b>Grand Total:</b>	<b>\$ 294,683.53</b>

Southeast Oklahoma Library System  
FY 2025 Revised Budget, Presented June 17, 2025

Income	Ad Valorem Income	6,551,883	
	State Aid	88,418	
	Interest	206,802	
	Fees & Charges	57,450	
	Donations	10,000	
	In-Kind Donations	10,000	
	Grant Income	31,391	
	Surplus Sales	5,000	
	Universal Services Fund	-	
	Oklahoma Universal Services Fund	-	
	Miscellaneous Income	500	
	<b>Total Income</b>	<b>6,961,444</b>	
	 Carryover from Reserves	 435,914	
	<b>Total Available Funds</b>	<b><u>\$7,397,358</u></b>	
Expenses	Personnel Expenses	4,020,000	
	Informational Materials	791,720	
	Public & Technical Services	280,451	
	Operating Expenses	1,486,264	
	Capital Expenditures	518,923	
	Board Reserves	300,000	
	<b>Total Expenses</b>	<b><u>\$7,397,358</u></b>	
	 <b>Net Ordinary Income</b>	 <b><u>\$0</u></b>	

June 30, 2025

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

RE: Requisitioning & Receiving Officer

Dear Mrs. Trammell,

Please remove Peggy Arterberry as a receiving officer for all Election Board accounts and add Christy Holt. Remove Christy Holt as requisitioning officer.

Should you have any questions, please contact our office.

Sincerely,

A handwritten signature in cursive script that reads "Tonya Barnes".

Tonya Barnes  
Election Board Secretary



Eddie Harper  
Russell Usselton  
James A. Belote\*  
Tim Maxcey  
Jack Stipe

\* Also admitted in Texas

## LAWYERS

343 E. Carl Albert Parkway • P.O. Box 1369  
McAlester, Oklahoma 74502  
(918) 423-0421 • Fax (918) 423-0266  
www.stipelaw.com

Eric Grantham  
Eddie Foraker  
Halee Green

Clyde Stipe  
(1929 - 2012)

June 26, 2025

### NOTICE OF TORT CLAIM

Board of County Commissioners of Pittsburg County, Oklahoma  
Attn: County Clerk  
115 E. Carl Albert Parkway, Room 103  
McAlester, OK 74501

**FILED**

JUN 26 2025

TIME 1:47 PM  
HOPE TRAMMELL, COUNTY CLERK  
PITTSBURG COUNTY  
BY MS DEPUTY

Re: Estate of Herbert Anthony Skinner

Dear Madam/Sir:

On April 21, 2025, Herbert Anthony "Tony" Skinner was killed when the vehicle he was operating was struck by a track/tractor owned by Pittsburg County District No. 3. This collision occurred on Oklahoma State Highway 113 at .60 miles north of Shady Grove Road, between McAlester and Indianola, Oklahoma.

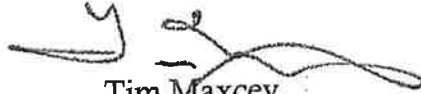
Mr. Skinner was survived by his wife, Donna Skinner, and three grown children, Nick Skinner, Wendi Collins, and Faith Phelps. Donna Skinner is the Personal Representative of the Estate of Herbert Skinner, deceased. The probate case is pending in Pittsburg County, Case No. PB-2025-66.

This claim is presented on behalf of Herbert Skinner's estate, Donna Skinner, Nick Skinner, Wendi Collins, and Faith Phelps pursuant to the Oklahoma Political Subdivision Tort Claims Act. It is the position of his estate that Mr. Skinner's death was proximately caused by the negligence of the operator of the Pittsburg County District No. 3 vehicle in its passing of Mr. Skinner in a no-passing zone and the ensuing collision which resulted in Mr. Skinner's death. Additionally, Mr. Skinner's vehicle, which was worth \$9,000.00, was totaled. Additionally, Donna Skinner and Faith Phelps heard the collision and have a compensable claim for damages based upon a theory of bystander liability.

Claim is made in the maximum amount allowed by law. The name, address and telephone number of the person to contact to settle this matter is Tim Maxcey, Stipe Law Firm; P. O. Box 1369, McAlester, Oklahoma 74502; (918) 423-0421. Out of an abundance of precaution, I am attaching the Notice of Tort Claim form from your website to supplement this claim.

This Notice is given with the intent to comply with the Governmental Tort Claims Act, Title 51 O.S. § 151, et seq., and if you need further information or you do not feel that this Notice complies with the Governmental Tort Claims Act, please contact me and I will supplement this Notice with additional information.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Tim Maxcey', with a stylized flourish extending to the right.

Tim Maxcey  
For the Firm

TM/aw



# Notice of Tort Claim

County of Pittsburg  
County Clerk

115 E. Carl Albert Pkwy, Room 103, McAlester, OK 74501  
Phone: 918-423-6865 Fax: 918-423-7304

**IMPORTANT NOTICE:** To be valid your claim must be submitted to the clerk of the entity within one year from the date of the incident. It will then be sent to County Claims for investigation. You may expect them to contact you. Other limitations to your claim may apply. (See Oklahoma Statutes Title 51, Section § 151-172)

Claimant: Donna Skinner, Personal Representative of the Estate of Herbert Anthony Skinner, deceased Claimant Social Security No.: 448603324 (decendent's SS#)

Address: 5 Shady Grove Road City: McAlester Zip Code: 74501

Claimant Date of Birth January 13, 1957 (decendent's DOB) Home Phone: c/o Tim Maxcey (918)423-0421 Business Phone: \_\_\_\_\_

1. Date of Incident: April 21, 2025 ☐ A.M. ☒ P.M.  
2. Location of Incident: OK-113 at .60 miles north of Shady Grove Road - north of McAlester

3. Describe the Incident: Motor vehicle collision between a truck/tractor owned by Pittsburg County Dist 3 and Mr. Skinner's vehicle, which resulted in Mr. Skinner's death. The county vehicle went left of center against double yellow lines to attempt to pass Mr. Skinner's vehicle, when a collision ensued, which cause Mr. Skinner to be trown from his vehicle, which resulted in injuries to him and his death.

4. List below all persons and/or property for which you are claiming damages:

**BODILY INJURY:** Was Claimant Injured? ☒ Yes ☐ No **If yes, complete this section**

Describe Injury: Wrongful death. Grief to wife and children of decendent. Bystander injury to wife and one child, who heard the collision.

Were you on the job at the time of the injury? ☐ Yes ☒ No If so, please give name, address and phone # of company.

Name of doctor or hospital: This information is still being gathered and will be provided upon its receipt.

All Medical Bills (attach copies): \$ still being gathered

List Other damages claimed: \$ Grief - Loss of support

Total bodily injury: \$ Maximum allowed by law or Insurance

**PROPERTY DAMAGE:** Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.

Vehicle Name: 2019 Kawasaki Mule 550 Body Type: \_\_\_\_\_ Year: \_\_\_\_\_

NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.

IF NOT A VEHICLE, DESCRIBE  
PROPERTY AND LOSS:

Total loss.

Property Damage (attach repair bill or two estimates): \$ 9000.00

List other damages claimed: \$

Total property damage: \$ 9000.00

5. NAME OF YOUR INSURANCE CO.	POLICY NUMBER	AMOUNT CLAIMED	AMOUNT RECEIVED
_____	_____	<u>0</u>	<u>0</u>

6. THE NAMES OF ANY WITNESSES KNOWN TO YOU:

<u>Donna Skinner</u>	<u>5 Shady Grove Road, McAlester, OK 74501</u>	<u>9184230421</u>
Name	Address	Phone Number
<u>Faith Phelps</u>	<u>5 Shady Grove Road, McAlester, OK 74501</u>	<u>9184230421</u>
Name	Address	Phone Number

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT OF THIS CLAIM: \$ Maximum allowed by law

Signature: [Signature] Date: June 26, 2025



# Notice of Tort Claim

County of Pittsburg

County Clerk

115 E. Carl Albert Pkwy, Room 103, McAlester, OK 74501

Phone: 918-423-6865 Fax: 918-423-7304

This section is for use by the entity which receives the claim

This notice of Tort Claim was received by Monica Sennett  
(title) 2nd Deputy on June 26<sup>th</sup>, 2025

For further information on this claim, contact Pittsburg County Commissioners  
(title) \_\_\_\_\_, by telephone at 918-423-1338

The following reports, statements or other documentation, which support our understanding of the facts relating to this claim, are attached:

Persons who have knowledge of the circumstances surrounding this claim are:

	<u>Name</u>	<u>Title/Position</u>	<u>Telephone</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Submitted by: Monica Sennett Date: 6-26-2025  
Title: 2nd Deputy

After you have received this claim, please provide the information requested above and immediately send to:

Association of County Commissioners of Oklahoma (ACCO)  
Attn: Denny Butler  
429 N.E. 50<sup>th</sup>  
Oklahoma City, OK 73105

*Pittsburg County Election Board*  
*Tonya Barnes, Secretary*

Assistant Secretary  
*Christy Holt*

Clerk  
*Peggy Arteberry*

*7 E Chickasaw Ave. McAlester, OK 74501*  
*Office: 918-423-3877 Fax: 918-423-7088*

Resolution # 25-335

The Board of County Commissioners, Pittsburg County met in regular session Monday, June 30, 2025.

**WHEREAS**, The Pittsburg County Election Board wishes to have the following items removed from inventory and transferred to the Pittsburg County Sheriff's Department.

Statesman File Cabinet	Inventory Number SL-104-16
Statesman File Cabinet	Inventory Number SL-104-17
Statesman File Cabinet	Inventory Number SL-104-18
Statesman File Cabinet	Inventory Number SL-104-19
Statesman File Cabinet	Inventory Number SL-104-20
Statesman File Cabinet	Inventory Number SL-104-21
Statesman File Cabinet	Inventory Number SL-104-22
Statesman File Cabinet	Inventory Number SL-104-23
Statesman File Cabinet	Inventory Number SL-104-24
Heritage Lateral File Cabinet	Inventory Number SL-104-25
Eclipse Lateral File Cabinet	Inventory Number SL-104-26
Heritage Credenza/Hutch	Inventory Number SL-105-20
Heritage Directors Desk	Inventory Number SL-105-21
Heritage Directors Desk	Inventory Number SL-105-22
Heritage Kneehole Credenza	Inventory Number SL-105-23
Heritage File Cabinet	Inventory Number SL-105-26

**WHEREAS**, The Pittsburg County Election Board wishes to have the following items removed from inventory and transferred to the Pittsburg County Sheriff's Department.

**WHEREAS**, The Pittsburg County Election Board wishes to declare the following items surplus and to be transferred to the Pittsburg County General Government Inventory

Telephone Modem Cabinet	Inventory Number SL-100-3
Front Office Safety Glass	Inventory Number SL-100-10
Heritage Bookcase	Inventory Number SL-105-24
Heritage Bookcase	Inventory Number SL-105-25
Heritage 82" Bookcase	Inventory Number SL-106-4
Heritage 82" Bookcase	Inventory Number SL-106-5
Eclipse 82" Bookcase	Inventory Number SL-106-8
Mission Table Round	Inventory Number SL-110-2



**NOW THEREFORE BE IT RESOLVED**, The Board of County Commissioners of Pittsburg County do hereby approve the removal of the above-mentioned items from the Pittsburg County Election Board inventory to be transferred to the Pittsburg County Sheriff and further approve to declare the above-mentioned items surplus, to be transferred to the Pittsburg County General Government Inventory.

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



CHAIRMAN



MEMBER



MEMBER

ATTEST:

  
COUNTY CLERK

**RESOLUTION**  
**NO. 25-** 337

The Board of County Commissioners, Pittsburg County, Met in regular session on Monday, June 30, 2025.

**WHEREAS**, The Pittsburg County Clerk issued the following Warrants for Fiscal Year 2023-2024

**General**

Warrant 3335 to Church of Christ dated Marh 25, 2024 in the amount of \$80.00.

Warrant 3710 to Amazon Capital Services Inc dated April 29, 2024 in the amount of \$447.69.

Warrant 4077 to Alice R Jones dated June 3, 2024 in the amount of \$29.21.

**Animal Shelter**

Warrant 615 to Amazon Capital Services Inc dated April 29, 2024 in the amount of \$459.80.

**ARPA**

Warrant 49 to Johnson Controls dated May 13, 2024 in the amount of \$9,745.20.

**Drug Court**

Warrant 110 to US Cellular dated March 11, 2024 in the amount of \$73.81.

**Economic Development Trust**

Warrant 88 to ZZ's Country Store dated October 2, 2023 in the amount of \$100.00.

Warrant 333 to Aenta Insurance dated April 29, 2024 in the amount of \$100.00.

**Highway Sales Tax**

Warrant 150 to Estate of I Jack Stephens dated July 31, 2023 in the amount of \$250.00.

Warrant 906 to Alderson Regional Landfill dated October 16, 2023 in the amount of \$90.99.

**Juvenile Mental Health**

Warrant 4 to AT&T dated November 20, 2023 in the amount of \$456.89.

**Sheriff Service Fee**

Warrant 201 to Central Restaurant Products dated August 14, 2023 in the amount of \$125.57.

Warrant 1757 to United Rentals dated May 6, 2024 in the amount of \$656.77.

Warrant 1827 to AV Electric LLC dated May 13, 2024 in the amount of \$2,500.00.

**WHEREAS**, the Warrants have never been presented for payment and have lapsed per statute. The Pittsburg County Clerk's Office requests that the Board of County Commissioners cancel the above listed warrants.

**THEREFORE BE IT RESOLVED**, Pittsburg County Commissioners do hereby cancel the above listed warrants and transfer the outstanding balances to fiscal year 2024-2025.

ATTEST:

  
CHAIRMAN

  
MEMBER

  
MEMBER

  
COUNTY CLERK



# JENNIFER HACKLER, COUNTY TREASURER

## DEPUTIES

TAMMY ROBERTS  
KELSEY MITHCELL

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

## DEPUTIES

SUMMER ROGERS  
BROOKE OLIVER  
SUZIE GLASCO

25-338

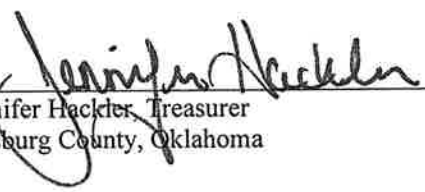
## RESOLUTION

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, June 30, 2025.

WHEREAS, it is recommended by the Pittsburg County Treasurer, Jennifer Hackler, that this Board designate The Bank N.A. as the official depository for Pittsburg County, in keeping with regulations contained in Sections 121 and 123, Title 19, 1991 Oklahoma Statutes; and

WHEREAS, it is further requested by the Pittsburg County Treasurer, Jennifer Hackler, the General Account and Official Depository Contract be approved by this Board for Fiscal Year 2025-2026. It is further stated that this Contract has been reviewed and approved by the District Attorney's Office.

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Pittsburg County, do hereby authorize and approve the request by Pittsburg County Treasurer, Jennifer Hackler, designating The Bank N.A. as the official depository and approves the General Account and Official Depository Contract between The Bank N.A. and Pittsburg County, both for Fiscal Year 2025-2026.

  
Jennifer Hackler, Treasurer  
Pittsburg County, Oklahoma

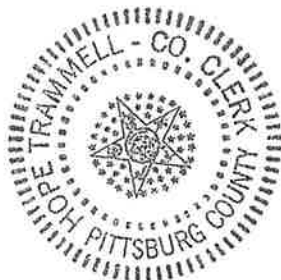
BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

Chairman

Vice Chairman

Member

Attest: County Clerk



County of Pittsburg, Oklahoma  
115 E Carl Albert Pkwy, Room 102  
McAlester, Ok 74501  
Phone (918)423-6895

GENERAL ACCOUNT AND OFFICIAL DEPOSITORY ACCOUNT CONTRACT

A.)

THE FINANCIAL INSTITUTION DETERMINED AS THE "PITTSBURG COUNTY CENTRAL DEPOSITORY" (HEREINAFTER REFERRED TO AS PCCD) WILL SERVE AS THE CLEARING HOUSE WHERE ALL CHECKS AND DEPOSIT OF THE COUNTY OF PITTSBURG, OKLAHOMA WILL BE PROCESSED AND PAID. THE PCCD WILL ASSESS NO SERVICE CHARGE FEE (S) WHATSOEVER IN THE HANDLING AND PROCESSING OF THE COUNTY OF PITTSBURG, OKLAHOMA GENERAL ACCOUNT FUNDS AND THE COUNTY OF PITTSBURG, OKLAHOMA OFFICIAL DEPOSITORY ACCOUNT FUNDS. THE COUNTY OF PITTSBURG, OKLAHOMA CONTRACT WILL BE IN EFFECT FROM JULY 1, 2025 THROUGH MIDNIGHT JUNE 30, 2026.

B.)

THE COUNTY OF PITTSBURG, OKLAHOMA MAY PURCHASE FROM TIME TO TIME FROM THE PCCD SINGLE MATURITY TIME CERTIFICATE (S) OF THE DEPOSIT IN MINIMUM AMOUNTS OF ONE HUNDRED THOUSAND DOLLARS (\$100,000) WITH VARYING MATURITY DATES NOT LESS THAN SEVEN (7) DAYS AND NOT EXCEEDING THREE HUNDRED SIXTY-FIVE (365) DAYS. THE RATE OF INTEREST WILL BE DETERMINED BY THE AVERAGE OF UNITED STATES TREASURY BILLS BID AND ASKED QUOTES NEAREST THE MATURITY DATE (S) OF THE TIME CERTIFICATE (S) OF DEPOSIT PURCHASED. THE RATE OF INTEREST WILL BE EQUAL TO 50 BASIS POINTS (ABOVE) OR (BELOW) THE AVERAGE OF THE UNITED STATES TREASURY BILLS BID AND ASKED QUOTES AS PUBLISHED FIVE BUSINESS DAYS EACH WEEK IN THE WALL STREET JOURNAL MONEY AND INVESTMENTS SECTION COLUMN TITLE "TREASURY BONDS", NOTED AND BILLS". INTEREST WILL BE PAID MONTHLY ON THE LAST BUSINESS DAY OF EACH MONTH.

C.)

THE COUNTY OF PITTSBURG, OKLAHOMA AFTER PURCHASING SINGLE MATURITY TIME CERTIFICATE(S) OF DEPOSIT AS PREVIOUSLY DESCRIBED IN PARAGRAPH "B" ABOVE WILL INVEST THE REMAINDER OF THE COUNTY OF PITTSBURG, OKLAHOMA FUNDS IN INTEREST BEARING "SUPER NOW ACCOUNT (S) AT A RATE OF INTEREST EQUAL TO 50 BASIS POINTS (ABOVE) OR (BELOW) THE AVERAGE OR 13 WEEKS UNITED STATES TREASURY BILLS DISCOUNT RATE AS ESTABLISHED BY THE MOST RECENT UNITED STATES TREASURY AUCTION RESULTS WHICH ARE PUBLISHED FIVE BUSINESS DAYS OF EACH WEEK IN THE WALL STREET JOURNAL MONEY AND INVESTMENT SECTION COLUMN TITLED "MONEY RATES", SUBTOPIC "TREASURY BILLS". SAID RATE OF INTEREST WILL BE ADJUSTED EACH WEEK TO COMPLY

WITH THE MOST RECENT RESULTS OF THE UNITED STATES TREASURY BILLS AUCTION FOR 13 WEEKS UNITED STATES TREASURY BILLS.

D.)

THE FINANCIAL INSTITUTION DETERMINED AS THE PCCD ENTERING INTO THIS CONTRACT WILL BE REQUIRED TO PLEDGE TO THE BENEFIT OF THE COUNTY OF PITTSBURG, OKLAHOMA COLLATERAL OF ADEQUATE AND ACCEPTABLE SECURITIES IN AMOUNTS EQUAL TO ONE HUNDRED TEN PERCENT (110%) OF THE AMOUNT OF THE COUNTY OF PITTSBURG, OKLAHOMA FUNDS ON DEPOSIT AT ANY GIVEN POINT IN TIME IN EXCESS OF CURRENT AND APPLICABLE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) INSURANCE COVERAGE IN EFFECT AT THE TIME.

E.)

IN THE EVENT PCCD HAS NON-PAYABLE WARRANTS IN ONE OR MORE FUNDS, YOUR BANK WILL HOLD THE WARRANTS CHARGING THE STATUTORY INTEREST OR LESS AT BANKS DISCRETION, UNTIL FUNDS ARE AVAILABLE.

F.)

THE COUNTY OF PITTSBURG, OKLAHOMA WILL BE ASSESSED NO FEE OR CHARGE FOR PRINTED CHECKS, DEPOSIT SLIPS OR ANY OTHER MATERIALS THE PCCD MIGHT REQUIRE OR DEEM NECESSARY IN THE HANDLING AND PROCESSING OF THE COUNTY OF PITTSBURG, OKLAHOMA FUNDS AND IN THE FULFILLMENT OF THIS THE COUNTY OF PITTSBURG, OKLAHOMA GENERAL ACCOUNT AND THE COUNTY OF PITTSBURG, OKLAHOMA OFFICIAL DEPOSITORY ACCOUNT CONTRACT.

G.)

IN THE EVENT YOUR BANK HAS TO WITHDRAW AFTER BEING APPROVED, FOR UNFORSEEN REASONS, YOUR BANK WILL BE LIABLE FOR ALL COSTS OF PRE-PRINTED VOUCHERS, WARRANTS, AND CHECKS FOR BOTH THE COUNTY AND THE AFFECTED SCHOOL DISTRICTS.

H.)

ALL VOUCHERS, WARRANTS, AND CHECKS WILL BE RETURNED TO THE TREASURER'S OFFICE AS DAILY CLEARINGS OR ELECTRONIC GENERATED IMAGES OF CHECKS, VOUCHERS AND WARRANTS.

I.)

THE BANK WILL HANDLE ALL ELECTRONIC FUND AND WIRE TRANSFERS FOR TAX MATTERS.

J.)

THE BANK WILL BE REQUIRED TO PROVIDE A LIST ON DEMAND OF ALL DIRECT DEPOSITS FOR COUNTY AND SCHOOLS.

K.)

THE BANK WILL BE REQUIRED TO PROVIDE BANK STATEMENTS BY THE FIRST WORKING DAY OF THE NEXT MONTH.

L.)

THE BANK WILL MAKE AVAILABLE THE OPTION OF USING THE CDARS PROGRAM.

COUNTY SEAL



COUNTY OF PITTSBURG, OKLAHOMA

BY

*Jennifer Hicken*  
Pittsburg County Treasurer

DEPOSITORY

PITTSBURG COUNTY CENTRAL

*The Bank NA*

Financial Institution

*201 E Carl Albert Parkway*

Address

*918 423 2265*

Phone

*McAlester OK 74501*

City

State

Zip

BY

*[Signature]*

TITLE

*President & CEO*

FINANCIAL INSTITUTION SEAL



## BOARD OF COUNTY COMMISSIONERS

RESOLUTION

25-339

Pursuant to 19 O.S. § 623, it is the duty of Jennifer Hackler, Pittsburg County Treasurer to receive and deposit all monies belonging to the County and in the best interest of the County, funds received by the County Treasurer be properly safeguarded and maintained.

Pursuant to 62 O.S. § 348A and 62 O.S. § 348B, Pittsburg County Board of County Commissioners do authorize, by Resolution and Written Investment Policy, Jennifer Hackler, Pittsburg County Treasurer to deposit, for investment purposes, funds considered as surplus, located in the General Fund and any other funds or accounts, in the custody of the County Treasurer for the fiscal year beginning July 1, 2025 through June 30, 2026. Investments shall be deposited in certificates of deposits and/or money market accounts to draw interest with FDIC coverage. The County Treasurer will have full discretion in decisions concerning the investment of county funds and monies, but shall give due consideration to liquidity, diversification, safety of principal, yield, maturity, quality, and capability of investment management, with primary emphasis on safety and liquidity.

The safe located in the office of the County Treasurer is designated as a safe and secure receptacle for safekeeping of all investments.

Pursuant to 62 O.S. § 517.3, the County Treasurer shall deposit in one or more financial institution that are designated as the official depositories of the County. The Board of County Commissioners designate the following financial institutions as the official depositories for Pittsburg County deposits into demand accounts and investment purposes made by the County Treasurer:

he Bank NA, 201 E Carl Albert Pkwy, McAlester, Oklahoma, 74501

It is further stated that neither the members of the Board of County Commissioners nor the County Treasurer owns any stock or otherwise pecuniary interest in any of designated official depositories of the County.

Approved this 30<sup>th</sup> day of June, 2025

Attest:

Joe Trammell  
County Clerk,



Board of County Commissioners:

Carl B.  
Chairman,

Ross Selman

Vice-Chairman,

Yuh Hayes  
Member,





# PITTSBURG COUNTY, OKLAHOMA INVESTMENT POLICY FISCAL YEAR 2025-2026

## Adoption and Effective Date:

This policy is formally adopted and takes effect on the 1st day of July, 2025

Approved this 30th day of June, 2025

Attest:

County Board of County Commissioners:

Hope Trammell  
County Clerk,



[Signature]  
Chairman,

[Signature]  
Vice-Chairman,

[Signature]  
Member,

## I. **Governing Authority**

### **Legality**

The investment program shall be operated in conformance with federal, state, and other legal requirements, including *Oklahoma State Statutes*.

<http://www.oscn.net>

## II. **Scope**

This policy applies to the investment of all operating and trust funds of Pittsburg County.

### 1. **Pooling of Funds**

Except for cash in certain restricted and special funds, the County can consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

#### **General Operation Funds**

Operational Funds shall be pooled managed for liquidity.

#### **Reserve Funds**

The County will determine liquidity needs for operational funds and set aside other moneys in a reserve pool.

### 2. **External Management of Funds**

Investment through external programs, facilities and professionals operating in a manner consistent with this policy will constitute compliance.

## III. **General Objectives**

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

### 1. **Safety**

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to identify and mitigate credit risk and interest rate risk through diversification.

#### a. **Credit Risk**

The County will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which the County will do business.
- Diversifying the portfolio so that potential losses on individual securities will be minimized through diversification.
- Investment Ratings will be measured by Standard and Poor's, Moody's, and or Fitch Rating Agencies

#### **b. Interest Rate Risk**

The County will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that the modified duration of the portfolio as a whole is not higher than 3.00 in a relatively high interest rate market and not more than 1.5 in a relatively low interest rate market.
- Investing operating funds primarily in shorter-term securities.
- Measuring Modified and Effective Duration to measure interest rate risk.

#### **2. Liquidity**

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in bank deposits or repurchase agreements that offer same-day liquidity for short-term funds.

#### **3. Yield**

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- > A security with declining credit may be sold early to minimize loss of principal.
- > A security swap would improve the quality, yield, or target duration in the portfolio.
- > Liquidity needs of the portfolio require that the security be sold.

### **IV. Standards of Care**

#### **1. Prudence**

The standard of care to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion to the governing body and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The investment officer and staff, acting in accordance with the written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes.

For Bond issues to which the federal yield arbitrage regulations apply, the primary objections shall be to obtain satisfactory market yields to minimize the costs associated with negative arbitrage.

## **2. Ethics and Conflicts of Interest**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the County.

## **3. Delegation of Authority**

Authority to manage the investment program is granted to Treasurer and derived from the following 62 O.S. § 348A and § 348B.

<http://www.oscn.net>

Responsibility for the operation of the investment program is hereby delegated to the investment officer, who shall act in accordance with the established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements.

No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer. The County Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

# **V. Investment Transactions**

## **1. Authorized Financial Dealers and Institutions**

A list will be maintained of financial institutions authorized to provide investment transactions. In addition, a list also will be maintained of approved security broker/dealers selected by an interview process as determined by the County Treasurer and approved by the governing body. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Proof of Financial Industry Regulatory Authority (FINRA) certification.
- Proof of state registration.
- Certification of having read and understood and agreeing to comply with the County investment policy.

An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the investment officer.

From time to time, the investment officer may choose to invest in instruments offered by emerging or minority firms and community financial institutions. In such situations, a waiver to the criteria under Paragraph 1 may be granted by the governing body. All terms and relationships will be fully disclosed prior to purchase and will be reported to the governing body of the County on a consistent basis; The governing body of the County should approve these types of investment purchases in advance.

## **2. Internal Controls**

The investment officer is responsible for establishing and maintaining an internal control structure that will be reviewed annually with the County's independent auditor. The internal control structure shall be designed to ensure that the assets of the County are protected from loss, theft or misuse and to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgments by management.

The internal controls shall address the following points:

- Control of collusion.
- Separation of transaction authority from accounting and record keeping.
- Custodial safekeeping.
  - Securities delivered by book entry shall be held in third party safekeeping by the trust department of the bank in the name of the County. The trust department of the bank will be considered to be a third party for the purposes of safekeeping of securities purchased from the bank.
- Avoidance of physical delivery securities.
- Clear delegation of authority to subordinate staff members.
- Written confirmation of transactions for investments and wire transfers.
- Development of a wire transfer agreement with the lead bank and third-party custodian.
- Accounting method. The County shall comply with the Government Accounting Standard Board (GASB) requirements in reporting assets.

## **3. Delivery vs. Payment**

All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in eligible financial institutions prior to the release of funds. All securities shall be perfected in the name or for the account of the County and shall be held by a third-party custodian as evidenced by safekeeping receipts. CD's, money market, and investment pool purchases that are typically purchased without DVP can be purchased through a wire or other means provided due diligence has been performed on where the funds are being transferred too.

# **VI. Suitable and Authorized Investments**

## **1. Investment Types**

In accordance with and subject to restrictions imposed by current statutes, the following list represents the entire range of investments that the County will consider, and which shall be authorized for the investments of funds by the County.

- a. United States Treasury Securities. The County may invest in obligations of the United States government for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- b. United States Agency Securities & Instrumentalities. The County may invest in obligations issued or guaranteed by any agency of the United States Government as described in V. (2).
- c. Repurchase Agreements. The County may invest in contractual agreements between the County and commercial banks or primary government securities dealers. The purchaser in a repurchase agreement (repo) enters into a contractual agreement to purchase U.S. Treasury and government agency securities while simultaneously agreeing to resell the securities at predetermined dates and prices.

- d. Collateralized Public Deposits (Certificates of Deposit). Instruments issued by financial institutions which state that specified sums have been deposited for specified periods of time and at specified rates of interest. The certificates of deposit are required to be backed by acceptable collateral securities as dictated by State statute.

Certificates of deposit or other deposits of national banks located within the and state- chartered banks under supervision provided such deposits are insured or collateralized as provided by the Oklahoma Security for Public Deposits Act.

Also allowable are Certificates of deposit, which are fully insured by the Federal Deposit Insurance Corporation. Federally insured certificates of deposit issued through the Certificate of Deposit Account Registry Service (CDARS) by financial institutions located in the United States, provided that (i) the funds are initially invested by the jurisdiction through a financial institution that is participating in CDARS and that is located and doing business in Oklahoma; (ii) the financial institution in the State receives reciprocal deposits from customers of other financial institutions in an amount equal to the funds initially invested by the Authority; and (iii) each such certificate of deposit is in an amount that is eligible for full FDIC insurance coverage. The Banks financial health should be checked through <http://research.fdic.gov/bankfmd>.

- e. Bankers' Acceptances. Time drafts drawn on and accepted by a commercial bank, otherwise known as bankers' acceptances. The County may invest in bankers' acceptances issued by domestic commercial banks possessing the highest rating issued by Moody's Investor Services, Inc. or Standard and Poor's Corporation.
- f. Commercial Paper. The County may invest in commercial paper issued by domestic corporations, which has received the highest rating issued by Moody's Investor Services, Inc. or Standard and Poor's Corporation. Eligible paper is further limited to issuing corporations that have total commercial paper program size in excess of five hundred million dollars (\$500,000,000).
- g. Money market mutual funds regulated by the Securities and Exchange Commission and whose portfolios consist only of dollar-denominated securities
- h. Local government investment pools either state-administered or developed through joint powers statutes and other intergovernmental agreement legislation.

## **2. Security Selection**

The following list represents the entire range of United States Agency Securities that the County will consider, and which shall be authorized for the investment of funds by the County. Additionally, the following definitions and guidelines should be used in purchasing the instruments:

- a. U.S. Govt. Agency and instrumentalities Coupon and Zero-Coupon Securities. Bullet Coupon bonds with no embedded options.
- b. U.S. Govt. Agency and instrumentalities Discount Notes. Purchased at a discount with maximum maturities of one (1) year.
- c. U.S. Govt. Agency and instrumentalities Callable Securities. Restricted to securities callable at par only with final maturities of five (5) years.
- d. U.S. Govt. Agency and instrumentalities Step-Up Securities. The coupon rate is fixed for an initial term. At coupon date, the coupon rate rises to a new, higher fixed term. Restricted to securities with final maturities of five (5) years.
- e. U.S. Govt. Agency Floating Rate Securities. The coupon rate floats off one index. Restricted to coupons with no interim caps that reset at least quarterly.

- f. U.S. Govt. Mortgage-Backed Securities. Restricted to securities with final maturities of five (5) years.
- g. Money market mutual funds regulated by the Securities and Exchange Commission and whose portfolios consist only of dollar-denominated securities.
- h. Local government investment pools either state-administered or developed through joint powers statutes and other intergovernmental agreement legislation.

### **3. Investment Restrictions and Prohibited Transactions**

To provide for the safety and liquidity of County funds, the investment portfolio will be subject to the following restrictions:

- a. Borrowing for investment purposes ("Leverage") is prohibited.
- b. Instruments known as Structured Notes (e.g., inverse floaters, leveraged floaters, and equity-linked securities) are not permitted. Investment in any instrument, which is commonly considered a "derivative" instrument (e.g., options, futures, swaps, caps, floors, and collars), is prohibited.
- c. Contracting to sell securities not yet acquired in order to purchase other securities for purposes of speculating on developments or trends in the market is prohibited.
- d. No more than 5% of the total market value of the portfolio may be invested in bankers' acceptances issued by any one commercial bank and no more than 5% of the total market value of the portfolio may be invested in commercial paper of any one issuer.

### **4. Collateralization**

Collateralization will be required on two types of investments: certificates of deposit and repurchase agreements. The market value (including accrued interest) of the collateral should be at least 102%.

For certificates of deposit, the market value of collateral must be at least 102% or greater of the amount of certificates of deposits plus demand deposits with the depository, less the amount, if any, which is insured by the Federal Deposit Insurance Corporation, or the National Credit Unions Share Insurance Fund.

All securities, which serve as collateral against the deposits of a depository institution, must be safe kept at a non-affiliated custodial facility. Depository institutions pledging collateral against deposits must, in conjunction with the custodial agent, furnish the necessary custodial receipts within five business days from the settlement date.

The County shall have a depository contract and pledge agreement with each safekeeping bank, that will comply with the Financial Institutions, Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This will ensure that the County security interest in collateral pledged to secure deposits is enforceable against the receiver of a failed financial institution.

### **5. Repurchase Agreements**

The securities for which repurchase agreements will be transacted will be limited to U.S. Treasury and government agency securities that are eligible to be delivered via the Federal Reserve's Fed wire book entry system. Securities will be delivered to the County designated Custodial Agent. Funds and securities will be transferred on a delivery vs. payment basis.

## **VII. Investment Parameters**

### **1. Diversification**

The investments shall be diversified to minimize the risk of loss resulting from over concentration of assets in specific maturity, specific issuer, or specific class of securities. Diversification strategies shall be established and periodically reviewed. At a minimum, diversification standards by security type and issuer shall be:

- a. U.S. treasuries and securities having principal and/or interest guaranteed by the U.S. government 80%
- b. Collateralized time and demand deposits.....50%
- c. US Government agencies, and government sponsored enterprises .....No more than 70%
- d. Collateralized repurchase agreements,.....29%
- e. U.S. Government agency callable securities.....No more than 60%
- f. Commercial Paper.....No more than 60%
- g. Bankers' Acceptances.....No more than 60%
- h. Certificates of Deposit (CD's) and CDARs.....No more than 60%

## 2. Maximum Maturities

To the extent possible, the County shall attempt to match its investments with anticipated cash flow requirements. Investments in bankers' acceptances and commercial paper shall mature and become payable not more than one hundred eighty days (180) from the date of purchase. All other investments shall mature and become payable not more than five (5) years from the date of purchase. The County shall adopt weighted average maturity limitations that should not exceed three (3) years and is consistent with the investment objectives.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as in bank deposits or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

Capital projects funds can be invested to match the project and can be extended past 5 years at the discretion of the treasurer.

## Maximum Maturities of Debt Service Reserve Funds

Funds in the Debt Service Reserve Funds (DSRF) may have a longer maturity than 5 years but may not extend longer than the maturity of the issue.

## VIII. Reporting

### 1. Methods

The investment officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner that will allow the County to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the governing body of the County. The report will include the following:

- Listing of individual securities held at the end of the reporting period.
- Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration (in accordance with Government Accounting Standards Board (GASB) 31 requirements). [Note, this is only required annually]
- Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.
- Listing of investment by maturity date.
- Percentage of the total portfolio, which each type of investment represents.



## **2. Performance Standards**

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks may be established against which portfolio performance shall be compared on a regular basis.

Commercial paper and bankers' acceptances must be reviewed monthly to determine if the rating level has changed. The commercial paper and bankers' acceptances should be reviewed for possible sale if the securities are downgraded below the minimum acceptable rating levels.

## **3. Marking to Market**

The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least annually to the governing body of the County. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed.

# **IX. Policy Considerations**

## **1. Exemption**

Any investment currently held that does not meet the guidelines of this policy shall be exempt from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

## **2. Adoption**

This policy shall be adopted by resolution of the County governing body. The investment officer shall review the policy annually and recommended changes will be presented to the governing body for consideration.

## **PITTSBURG COUNTY STATUTORILY APPROVED INVESTMENT ENTITIES**

### **For Custodial/Safekeeping Accounts:**

The Bank Na, 201 E. Carl Albert Pkwy, McAlester, OK 74501

### **For Investment Portfolio Pledged Securities (Sweep Accounts):**

The Bank Na, 201 E. Carl Albert Pkwy, McAlester, OK 74501

### **Collateralized Deposits:**

The Bank Na, 201 E. Carl Albert Pkwy, McAlester, OK 74501

# JENNIFER HACKLER, COUNTY TREASURER

## DEPUTIES

TAMMY ROBERTS  
KELSEY MITHCELL

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

## DEPUTIES

SUMMER ROGERS  
BROOKE OLIVER  
SUZIE GLASCO

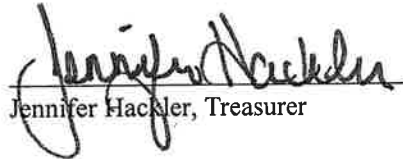
25-340

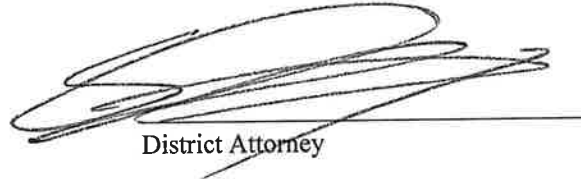
## RESOLUTION

Whereas, Chuck Sullivan, District Attorney and the Board of County Commissioners of Pittsburg County, Oklahoma met in regular session this 30<sup>th</sup> day of June, 2025.

We hereby request the Pittsburg County Treasurer, Jennifer Hackler, to invest funds and or District Attorney Control Substance account balances, and or District Attorney Supervision Fees account balances, and or District Attorney 991 Supervision Fees account balances, and or District Attorney Equitable Sharing-DOJ account balances under our control at the best rate possible based on her discretion. Also, as monies are invested and have to be apportioned, this can be prorated by the above said County Treasurer.

Thank You,

  
Jennifer Hackler, Treasurer

  
District Attorney

Board of County Commissioners  
Pittsburg County, Oklahoma

  
Chairman

  
Member

  
Member

Attest

  
County Clerk



# JENNIFER HACKLER, COUNTY TREASURER

## DEPUTIES

TAMMY ROBERTS  
KELSEY MITHCELL

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

## DEPUTIES

SUMMER ROGERS  
BROOKE OLIVER  
SUZIE GLASCO


## RESOLUTION


25-341

Whereas, Cathy Ridenour, County Assessor and the Board of County Commissioners of Pittsburg County, Oklahoma met in regular session this 30<sup>th</sup> day of June, 2025.

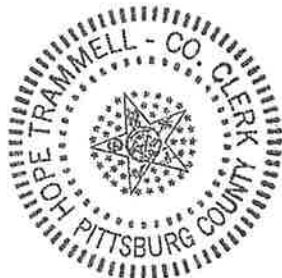
We hereby request the Pittsburg County Treasurer, Jennifer Hackler, to invest funds and or Visual Inspection account balances under our control at the best rate possible based on her discretion. Also, as monies are invested and have to be apportioned, this can be prorated by the above said County Treasurer.

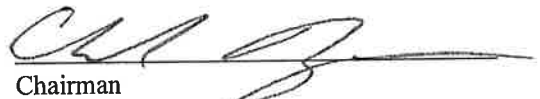
Thank you,

  
Jennifer Hackler, Treasurer

  
County Assessor

Board of County Commissioners  
Pittsburg County, Oklahoma



  
Chairman

  
Member

Attest

  
County Clerk

  
Member

# JENNIFER HACKLER, COUNTY TREASURER

## DEPUTIES

TAMMY ROBERTS  
KELSEY MITHCELL

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

## DEPUTIES

SUMMER ROGERS  
BROOKE OLIVER  
SUZIE GLASCO

## RESOLUTION

215-342

WHEREAS, the Christian Hill Cemetery Board, in Pittsburg County, Oklahoma met in scheduled session on MAY 10<sup>th</sup>, 2025 at 10am at the site of the Cemetery. Approve that the Pittsburg County Treasurer, Jennifer Lenox-Hackler invest all funds for the Christian Hill Cemetery.

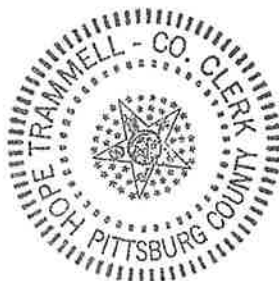
We hereby request the Pittsburg County Treasurer, Jennifer Hackler to invest funds deposited and account balances under our control at the best rate possible based on her discretion.

Dated this 10<sup>th</sup> day of June, 2024.

Thank you,

*Approved by BoCC, June 30, 2025.*

Jennifer Hackler, Treasurer



Attest

Boe Trammell  
County Clerk

Board of Cemetery

Janice Roberts

Board of County Commissioners  
Pittsburg County, Oklahoma

Ross Selman

Mike Haynes

# JENNIFER HACKLER, COUNTY TREASURER

## DEPUTIES

TAMMY ROBERTS  
KELSEY MITHCELL

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

## DEPUTIES

SUMMER ROGERS  
BROOKE OLIVER  
SUZIE GLASCO


## RESOLUTION

25-343

Whereas, the Board of County Commissioners, Pittsburg County, Oklahoma met in regular session this 30<sup>th</sup> day of June, 2025.

We hereby request the Pittsburg County Treasurer, Jennifer Hackler, to invest funds or account balances under our control for Emergency Management Fund Balances at the best rate possible based on her discretion. Also, as monies are invested and have to be apportioned, this can be prorated by the above said County Treasurer.

Thank you,

  
Jennifer Hackler, Treasurer

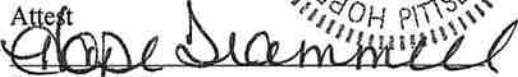
Board of County Commissioners  
Pittsburg County, Oklahoma

  
Chairman

  
Member

  
Member



Attest  
  
County Clerk

# JENNIFER HACKLER, COUNTY TREASURER

## DEPUTIES

TAMMY ROBERTS  
KELSEY MITHCELL

PITTSBURG COUNTY  
115 E. CARL ALBERT PKWY RM. 102  
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## DEPUTIES

SUMMER ROGERS  
BROOKE OLIVER  
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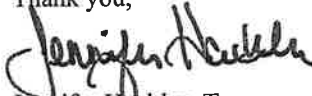
### Resolution


25-344

Whereas, Hope Trammell, County Clerk and the Board of County Commissioners of Pittsburg County, Oklahoma met in regular session this 30<sup>th</sup> day of June, 2025.

We hereby request the Pittsburg County Treasurer, Jennifer Hackler, to invest funds for Mechanics Lien Cash Bond account balances under our control at the best rate possible based on her discretion. Also, as monies are invested and have to be apportioned, this can be prorated by the above said County Treasurer.

Thank you,


  
Jennifer Hackler, Treasurer

  
County Clerk

Board of County Commissioners  
Pittsburg County, Oklahoma



  
Chairman

  
Member

  
Member

Attest

  
County Clerk

# JENNIFER HACKLER, COUNTY TREASURER

## DEPUTIES

TAMMY ROBERTS  
KELSEY MITHCELL

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

## DEPUTIES

SUMMER ROGERS  
BROOKE OLIVER  
SUZIE GLASCO

## RESOLUTION

25-345

Whereas, the Board of County Commissioners, Pittsburg County, Oklahoma met in regular session this 30<sup>th</sup> day of June, 2025.

We hereby request the Pittsburg County Treasurer, Jennifer Hackler, to invest funds and or account balances under our control at the best rate possible at her discretion. Also, as monies are invested and have to be apportioned, this can be prorated by the above said County Treasurer.

The accounts to be invested are as follows:

## FIRE DISTRICTS

Alderson  
Arrowhead Estates  
Ashland  
Blanco  
Blue  
Bugtussle  
Canadian  
Canadian Shores  
Crowder  
Elm Point

Haileyville  
Hartshorne  
Haywood-Arpelar  
High Hill  
Highway 9  
Indianola  
Kiowa  
Krebs  
McAlester

Pittsburg  
Quinton  
Russellville  
Sam's Point  
Savanna  
Shady Grove  
Tannehill  
Union Chappell  
Pittsburg County Firefighters Asso

Thank you,



Jennifer Hackler, Treasurer

Board of County Commissioners  
Pittsburg County, Oklahoma



Chairman



Member



Member

Attest



County Clerk



# JENNIFER HACKLER, COUNTY TREASURER

## DEPUTIES

TAMMY ROBERTS  
KELSEY MITHCELL

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

## DEPUTIES

SUMMER ROGERS  
BROOKE OLIVER  
SUZIE GLASCO


## RESOLUTION

25-346

Whereas, the Board of County Commissioners, Pittsburg County, Oklahoma met in regular session this 30th day of June, 2025.


We hereby request the Pittsburg County Treasurer, Jennifer Hackler, to invest funds and or account balances under our control for Juvenile Detention Building & Maintenance Fund at the best rate possible based on her discretion. Also, as monies are invested and have to be apportioned, this can be prorated by the above said County Treasurer.

Thank you,

  
Jennifer Hackler, Treasurer

Board of County Commissioners  
Pittsburg County, Oklahoma


  
Chairman

  
Member

  
Member



Attest

  
County Clerk



# JENNIFER HACKLER, COUNTY TREASURER

## DEPUTIES

TAMMY ROBERTS  
KELSEY MITHCELL

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

## DEPUTIES

SUMMER ROGERS  
BROOKE OLIVER  
SUZIE GLASCO

## RESOLUTION

25-347

Whereas, the Board of County Commissioners, Pittsburg County, Oklahoma met in regular session on this 30<sup>th</sup> day of June, 2025.

We hereby request the Pittsburg County Treasurer, Jennifer Hackler, to invest funds and or account balances under our control for Treasurer Mortgage Certification Fee Fund at the best rate possible based on her discretion. Also, monies are invested and have to be apportioned, this can be prorated by the above said County Treasurer.

Thank you,

  
Jennifer Hackler

Board of County Commissioners  
Pittsburg County, Oklahoma

  
Chairman

  
Member

  
Member



Attest

  
County Clerk

# JENNIFER HACKLER, COUNTY TREASURER

## DEPUTIES

TAMMY ROBERTS  
KELSEY MITHCELL

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

## DEPUTIES

SUMMER ROGERS  
BROOKE OLIVER  
SUZIE GLASCO

## RESOLUTION

25-348

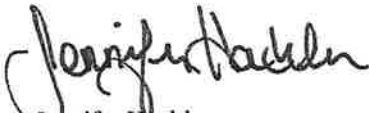
Whereas, the Board of County Commissioners, Pittsburg County, Oklahoma met in regular session this 30<sup>th</sup> Day of June, 2025.

We hereby request the Pittsburg County Treasurer, Jennifer Hackler, to invest funds and or account balances under our control at the best rate possible based on her discretion. Also, as monies are invested and have to be apportioned, this can be prorated by the above said County Treasurer.

The funds to be invested are as follows:

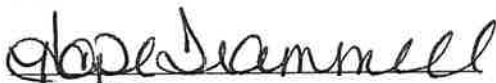
Jail-St Fund  
Animal Shelter -St Fund  
Road and Bridges-St fund

Thank you,

  
Jennifer Hackler  
Pittsburg County Treasurer





Attest

  
County Clerk

Board of County Commissioners  
Pittsburg County, Oklahoma

  
Chairman

  
Member

  
Member

# JENNIFER HACKLER, COUNTY TREASURER

## DEPUTIES

TAMMY ROBERTS  
KELSEY MITHCELL

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

## DEPUTIES

SUMMER ROGERS  
BROOKE OLIVER  
SUZIE GLASCO


## RESOLUTION

25-349

Whereas, Pam Smith, Court Clerk and the Board of County Commissioners of Pittsburg County, Oklahoma met in regular session this 30th day of June, 2025.

We hereby request the Pittsburg County Treasurer, Jennifer Hackler, to invest funds and or Court Fund account balances, and or Court Clerk Revolving account balances under our control at the best rate possible based on her discretion. Also, as monies are invested and have to be apportioned, this can be prorated by the above said County Treasurer.


Thank you,

  
Jennifer Hackler  
Pittsburg County Treasurer

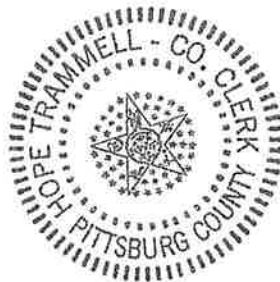
  
Court Clerk

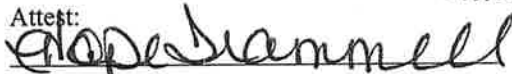
Board of County Commissioners  
Pittsburg County, Oklahoma

  
Chairman

  
Member

  
Member



Attest:  
  
County Clerk

# JENNIFER HACKLER, COUNTY TREASURER

## DEPUTIES

TAMMY ROBERTS  
KELSEY MITHCELL

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

## DEPUTIES

SUMMER ROGERS  
BROOKE OLIVER  
SUZIE GLASCO

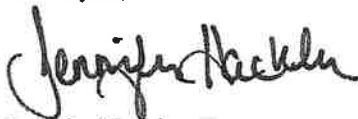
## RESOLUTION

25-350

Whereas, the Board of County Commissioners, Pittsburg County, Oklahoma met in regular session this 30<sup>th</sup> day of June, 2025.

We hereby request the Pittsburg County Treasurer, Jennifer Hackler, to invest funds or account balances under our control for County Bridge and Road Improvements Fund, aka CBRI at the best rate possible based on her discretion. Also, as monies are invested and have to be apportioned, this can be prorated by the above said County Treasurer.

Thank you,




Jennifer Hackler, Treasurer

Board of County Commissioners  
Pittsburg County, Oklahoma



Attest

  
County Clerk  
Chairman  
Member  
Member

# JENNIFER HACKLER, COUNTY TREASURER

## DEPUTIES

TAMMY ROBERTS  
KELSEY MITHCELL

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

## DEPUTIES

SUMMER ROGERS  
BROOKE OLIVER  
SUZIE GLASCO

## RESOLUTION

25-351

The Board of County Commissioners, Pittsburg County, Oklahoma met in regular session this 30th day in June, 2025.

Whereas, the Pittsburg County Treasurer Department requests approval of contract agreement with Kellpro, Inc.-County Treasurer's Bookkeeping & Tax System viewing only, County Clerk's Recording System viewing only from July 1, 2025 through June 30, 2026.-See attachment

TM Consulting, Inc.-County Treasurer's Bookkeeping & Tax System from July 1, 2025 through June 30, 2026.-See Attachment

Financial Equipment Company Service Agreement-See Attachment

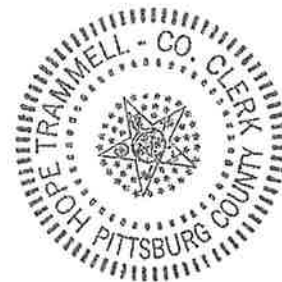
Quadient DS85I Sorter-See attachment

Thank you,



Jennifer Hackler  
Pittsburg County Treasurer

Approved by the  
Board of County Commissioners  
Pittsburg County, Oklahoma

  
Chairman  
Member  
Member

Attest   
County Clerk

## KellPro Software and Service Agreement

Please retain for your records.

The following agreement is intended to guide the relationship between KellPro, Inc. and Pittsburg County Treasurer, our Customer. Our goal is to provide high quality products and services that meet your business needs in return for fair compensation for our intellectual property, service and time. KellPro licenses you, our Customer, to use our software and services as described herein from 07/01/2025 until 06/30/2026 on the services shown below in exchange for the total amount shown below. Payment for products and services constitutes acceptance of this agreement.

Qty	Product Description or Service
12.00	Complete Online Care Anti-Virus Plus
3.00	Keli Land Recording View-Only User
1.00	Treasurer Full Station (Bookkeeping + Tax)
10.00	Treasurer System View-Only Station
<b>KellPro Licensing: \$ 7,644.00</b>	

### Software

The customer is licensed to use the KellPro software listed during the period of time listed for the license fee listed in the paragraph above. Using our software without a license is prohibited. Making copies of our software or taking actions to distribute, disseminate, loan, or translate KellPro software is also prohibited. This license belongs only to the agency or business listed above. KellPro does not warrant that the operation of our software will be uninterrupted or error free but will use every reasonable effort to provide support when there is an issue related to our software.

### Licensing Fees

The licensing fee is assessed annually based on the fiscal accounting period for each customer. The fee covers the cost of supporting the software; in general providing toll free telephone support, providing bug fixes for the software, periodic customer care visits and nominal support time to identify non-KellPro related issues. Software licensing rates will not change during a licensing period.

### Support

Unlimited toll free telephone support is provided for licensed customers. Support staff are available from 8:00 A.M. to 5:00 P.M. CST, Monday through Friday (with the exception of Federal holidays observed in our area). After hours support is also available at our current hourly rates. Support will be provided over the telephone or Internet, therefore all customers are expected to have a working telephone and Internet connection. At the customer's request, KellPro will schedule on-site visits. Support issues due to factors outside of the scope of the KellPro software, such as hardware failure, may result in additional fees if the duration of the support incident exceeds a reasonable amount of time. Any additional fees that may apply for visits or non-KellPro software issues will be negotiated with the customer in advance.

### Training and Documentation

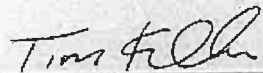
Training is initially provided as part of a new installation. Written documentation (in electronic format) for the software will be provided during the initial training and is always available on request from KellPro support staff. Individualized on-site training may be requested by the customer at any time and is available at our standard rates.

### Ownership of Data

Data entered into KellPro software is the property of the customer. The data is stored in an industry standard format and may be extracted at will by the customer. The data is secured with user accounts and passwords to protect the integrity of the customer's data. These security credentials (database user accounts, passwords, etc.) are generally provided at installation time and may be requested at any time from KellPro support. A data set may be used by KellPro for troubleshooting or testing purposes.

### Environment

KellPro can only be responsible for KellPro software. Specific computer and network environment factors are required for KellPro software to function correctly. The correct software environment is configured when the software is installed initially. If the computer or network environment changes due to factors outside of the KellPro software, and the KellPro software is adversely affected, KellPro support staff will assist the customer in determining that such a change or failure has occurred. If such incidents are minor and infrequent, there is normally not a charge. If the support incident becomes prolonged (normally more than 20 minutes) and appears to have causes outside of the KellPro software, the customer will be apprised of the possibility that the incident may become a billable event and the customer will be given opportunity to approve/disapprove the charges for continuation of the support incident.



Tim Keller - President, KellPro, Inc.  
Date: 06/16/2025



James A. Sorensen - CEO, KellPro, Inc.  
Date: 06/16/2025

**TM Consulting, Inc**  
**6 Rolling Oaks Dr**  
**Enid OK 73703**

June 24, 2025

Pittsburg County Treasurer

Pittsburg County Treasurer  
115 E. Carl Albert  
McAlester, Oklahoma 74501

RE: Rates for Software Lease/Maintenance Agreement

Dear Jennifer,

To help you plan for your next year's budget this letter is to inform of rates for the "Software Lease/Maintenance Agreement" provided by TM Consulting, Inc.

The annual Lease/Maintenance fee is \$18,720. These fees may also be paid monthly at \$1,560.

This rate will go in effect July, 2 2025, the beginning of fiscal year 2025-2026.

Our hourly rate is now \$95.00.

We have also enclosed the "Software Lease & Maintenance Agreement" please sign and return to me at the above address.

If you have any questions, please call me at 580-402-0722.

Sincerely,

John Westrope  
President

## **SOFTWARE LEASE & MAINTENANCE AGREEMENT**

This **Software Lease and Maintenance Agreement** is entered into, by and between Pittsburg County Treasurer, State of Oklahoma (hereinafter the "Lessee") and TM Consulting, Inc. an Oklahoma corporation (hereinafter the "Lessor").

Pittsburg County Treasurer is the lessee of Treasurer's Tax Accounting, Bookkeeping, Imaging and Internet software furnished by TM Consulting, Inc.

TM Consulting, Inc. has agreed to lease and provide maintenance to Pittsburg County Treasurer on the software as set forth herein.

1. **MAINTENANCE.** Lessor agrees to provide reasonable telephone support and consulting for maintenance of the Software for the Lessee.
2. **FEE.** The Lessee shall pay \$1,560 per month or \$18,720 annually for the Lease and Maintenance Agreement. The cost of this fee will not increase for one year from the date of this agreement.
3. **TERM.** The term of the agreement shall be from July 1, 2025 through June 30, 2026.
4. **RENEWAL.** This contract is renewable at the start of the fiscal year if both parties are in agreement.
5. **SUPPORT AND CUSTOMIZATION.** Lessee shall pay \$95.00 per hour for customization or additional programming as requested by the Lessee. On-site support shall also be \$95.00 per hour. Drive time shall also \$95.00 per hour.
6. **LEASE.** Lessor leases to Lessee and Lessee hereby hires and takes from Lessor the personal property consisting of certain proprietary computer software as set forth on the above lease schedule (hereinafter referred to as the "Software"). The Software is and shall at all times be and remain the sole and exclusive property of the Lessor and Lessee shall have no right, title or interest therein or thereto except as to the use thereof subject to the terms and conditions of this Lease.
7. **LIMITED WARRANTY.** Lessor makes no warranties (express, implied or statutory) with respect to the Software and the accompanying written materials including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. In no event will Lessor be liable to Lessee for any direct or indirect damages including, lost savings, loss of data, or other special incidental or consequential damages arising out of Lessee's use of or inability to use the Software. In no event, will Lessor's liability exceed the amount of the lease payments charged per this agreement.
8. **SOFTWARE ACCEPTANCE.** Lessee's execution of this Agreement acknowledges that all Software set forth above was received and installed and is in good and operable condition and that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under this Lease Agreement.
9. **PLACE OF USE.** Lessee shall keep the Software at its place of business as specified above. Lessee covenants and agrees not to allow the use of the Software by other business's, entities or individuals and that said Software shall be used only on the work stations authorized by this Lease. Lessee further covenants and agrees not to copy, rent, sublease, license, transfer, donate, commercially exploit, reverse engineer, decompile, disassemble (or allow the same to occur) the Software, or any part thereof.
10. **TITLE.** All of the Software shall remain personal property and the title thereto shall remain with the Lessor at all times. Lessee shall keep the Software free from any and all judgments, liens and



encumbrances. Lessee shall give Lessor immediate notice of the attachment or other judicial process, lien or encumbrance affecting the Software and shall indemnify and save Lessor harmless of and from any loss or damage caused thereby.

11. CONFIDENTIALITY. During the course of this Agreement, either party may have or may be provided access to the other's proprietary items or confidential information ("Confidential Information"). Each party agrees to maintain the confidentiality of the other's Confidential Information in accordance with this provision and any separate nondisclosure agreement that expressly references the disclosure(s) between Lessor and Lessee. At a minimum, each party agrees that it shall not make the other's Confidential Information available to any third party without the written consent of the other and that title and ownership of the Confidential Information provided by one party to the other shall remain the exclusive property of that party who has the right to possess the Confidential Information.
12. RIGHT OF INSPECTION. Lessor, its agents and representatives shall have the right at any time through remote on-line access or during usual business hours to inspect the Software and for that purpose to have access to the location of the Software.
13. NON-WAIVER. Lessor's failure at any time to require strict performance from Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. Lessor's rights hereunder are cumulative and not alternative.
14. POSSESSION OF SOFTWARE. Lessor covenants to and with Lessee that Lessor is the lawful owner of said Software and that conditioned upon Lessee's performance of the conditions herein, Lessee shall peacefully and quietly hold and use the Software during the term of this Lease without hindrance.
15. ASSIGNMENTS. Neither Lessee nor Lessor shall assign any rights or obligations herein with regard to this Lease without the written consent of the other party.
16. BINDING AGREEMENT. This Lease shall be binding upon the Lessee and its heirs, legal representatives, successors and assigns and shall inure to the benefit of the Lessor, its successors, legal representatives and assigns.
17. GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO BE MADE AND EXECUTED IN PITTSBURG COUNTY, OKLAHOMA AND SHALL BE INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA.
18. SEVERABILITY. If any provision hereof or any remedy herein provided for is invalid under any applicable law, such provision shall be inapplicable and deemed omitted. However, the remaining portions herein, including remaining default remedies, shall be given full force and effect in accordance with the intent of this document.
19. NO OTHER AGREEMENTS. This instrument contains the entire agreement between the parties hereto with respect to the subject matter contained herein. There are no other agreements, written or unwritten, that shall bind the parties.
20. DEFAULT. If Lessee fails to pay any amount herein provided within thirty five (35) days after the same is due and payable; or if Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee; or if a petition is filed by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement); or if a receiver is appointed for Lessee and its property; or if Lessee commits an act of bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or offers a

composition or extension of any of its indebtedness; or if Lessee, without Lessor's prior consent, attempts to alter, modify, translate, decompile, disassemble, copy, sell, trade, transfer, encumber, pledge, sublease or in any way dispose of the Software, then Lessor or its agents shall have the right to exercise any one or more of the following remedies:

- a. Declare the entire amount of the rent hereunder immediately due and payable without notice or demand to Lessee.
- b. To sue and recover from Lessee and amount equal to the unpaid balance of any rent or other amounts due, or to become due, during the term of this Lease.
- c. To sue for and recover damages for the Lessee's default.
- d. To demand and take possession of the Software without demand or notice where ever the same may be located, with or without court order. Lessee hereby waives any and all damages occasioned by such retaking of possession of such Software. Any said taking of possession shall not constitute a termination of this Lease and shall not relieve Lessee of its original obligations under this Lease unless Lessor expressly so notifies Lessee in writing.

Additionally, Lessor shall have upon default such other and further remedies and rights as may be available at law by reason of the Lessee's default.

**TM Consulting, Inc.**

**Pittsburg County**

By: John Westrope \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Title: President      Date: 4/18/2025

(Please sign and return)



## CONTRACT INVOICE

**Invoice Number:** AR148481  
**Invoice Date:** 7/1/2025  
**Account Number:** PC10-001  
**Balance Due:** \$751.00

**Bill To:** Pittsburg County Treasurer  
115 E. Carl Albert Parkway  
Room 102  
McAlester, OK 74501

**Customer:** Pittsburg County Treasurer  
115 E. Carl Albert Parkway  
Room 102  
McAlester, OK 74501

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
PC10-001	Due Upon Receipt	7/1/2025	\$751.00	<b>\$751.00</b>
Invoice Remarks				

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
CN1786-07		\$751.00		7/31/2025	7/30/2026
Contract Remarks					

SERVICES TO BE RENDERED (TYPE 1): Service contract covering parts and labor for maintenance service rendered (see list of terms and conditions on reverse side of this contract/invoice) during normal business hours.

### Summary:

Contract base rate charge for the 7/31/2025 to 7/30/2026 billing period

\$751.00 \*

\*Sum of equipment base charges

\$751.00

### Detail:

#### Equipment included under this contract

#### G&D/BPS C-1

Number	Serial Number	Base Charge	Location
EQ14898	M320966	\$353.00	Pittsburg County Treasurer 115 E. Carl Albert Parkway Room 102 McAlester, OK 74501

#### SNBC/BTPM300BS-BLK

Number	Serial Number	Base Charge	Location
EQ14807	21116105019	\$82.00	Pittsburg County Treasurer 115 E. Carl Albert Parkway Room 102 McAlester, OK 74501

#### Maverick/MX-6

Number	Serial Number	Base Charge	Location
EQ05067	MX600351	\$316.00	Pittsburg County Treasurer 115 E. Carl Albert Parkway Room 102 McAlester, OK 74501

Please remit payment to:

Financial Equipment Company  
P.O. Box 2002  
Jenks, OK 74037

Invoice SubTotal	\$751.00
Tax:	\$0.00
Invoice Total	\$751.00
<b>Balance Due:</b>	<b>\$751.00</b>



JRW, INC.  
d/b/a **FINANCIAL EQUIPMENT COMPANY**  
P. O. Box 2002, JENKS, OKLAHOMA 74037  
(918)291-2030

DATE  
July 1, 2025

CUST. NO.  
PC10-001

## SERVICE AGREEMENT

Pittsburg County Treasurer  
115 E. Carl Albert Pkwy  
Room 102  
McAlester, OK 74501

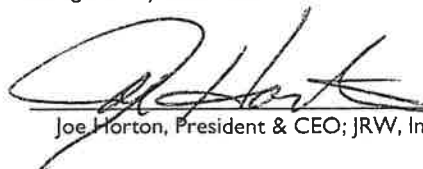
Item	Cost
G&D C-1 Currency Sorter (M320966)	\$353.00
SNBC Printer (21116105019)	\$82.00
Maverick MX6 (MX600351)	\$316.00
	<b>\$751.00</b>
SERVICES TO BE RENDERED:	
FINANCIAL EQUIPMENT COMPANY hereby agrees to perform during normal business hours the following	
Services with respect to the above listed equipment:	
A) Periodic preventative maintenance inspections including equipment cleaning, lubricating, and adjustment to factory specs.	
B) Replacement of worn parts is not covered under this agreement. This machine is covered under a type 2 agreement. (see attached)	
C) This agreement does not include consumable parts- i.e. ribbons, ink, cartridges, drum and die, batteries, belts, rubber rollers, etc., or parts which have become obsolete.	
D) Any additional service calls, excluding the cost of parts needed, during normal business hours are at no charge except as a required overhaul, or operator training.	
E) In the event an equipment overhaul is imperative, a cost estimate will be submitted for customer approval.	
F) FINANCIAL EQUIPMENT COMPANY assumes no liability other than maintaining the equipment in working order. This agreement is both non-cancelable and non-transferable.	

Signatures below denote your agreement with the above stated terms:

Signature:

Pittsburg County Treasurer

Date

 June 2, 25  
Joe Horton, President & CEO; JRW, Inc./Financial Equipment Company

PITTSBURG COUNTY TREASURER  
115 E Carl Albert Pkwy # 2  
MCALESTER, OK 74501

**NASPO - PURCHASE ORDER - LEASE**  
**OKLAHOMA STATE CONTRACT SW1008N**

NASPO:

To:  
QUADIENT LEASING USA INC.  
478 Wheelers Farms Road  
Milford, CT 06461  
800-881-6245

**SHIP TO:**  
PITTSBURG COUNTY TREASURER  
115 E Carl Albert Pkwy # 2  
MCALESTER, OK 74501

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS

QTY	PRODUCT ID	DESCRIPTION	UNIT PRICE	TOTAL
1		IMPRESS Tax Statement processing SW, includes 40,000 annual clicks/pages, setup, development, deployment, testing		INCLUDED
1		DS85i 2 Station Folder Inserter with High Capacity Output Stacker		INCLUDED
5		CASS/NCOA Renewals for IMPRESS		INCLUDED
5		Subscription for IMPRESS		INCLUDED

**PRICING PROVIDE VIA STATE OF OKLAHOMA STATE CONTRACT, SW1008N**  
**BILLED ANNUALLY**

**\$9,384.48 PER YEAR, 1 YEAR WITH 4 ANNUAL RENEWAL PERIODS, BASED ON 60 MONTH LEASE.**

**INCLUDES IMPRESS SOFTWARE, DEVELOPMENT, DEPLOYMENT, TESTING, SW SUBSCRIPTION AND NCOA AND CASS FOR FULL TERM, DS85i FOLDER INSERTER HARDWARE, 1<sup>ST</sup> YEAR MAINTENANCE FREE, DELIVERY SETUP, TRAINING**

SUBTOTAL	<b>\$9,384.48 ANNUALLY</b>
SALES TAX	n/a
SHIPPING & HANDLING	n/a
TOTAL	<b>\$9,384.48 ANNUALLY</b>

1. Order is governed under the terms and conditions of the NASPO Master Price Agreement Contract Number ADSP016-169901 Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

2. Payments will be sent to:  
QUADIENT LEASING USA INC.  
Dept. 3682  
PO Box 123682  
Dallas, TX 75312-3682  
Federal ID Number: 94-2984524

Send all correspondence to:  
QUADIENT LEASING USA INC.  
478 Wheelers Farms Road  
Milford, CT 06461  
Phone 203-301-3400 Fax: 203-301-2600

  
Authorized by \_\_\_\_\_ Date 7/14/2020

Jennifer Lenox-Hackler  
Print Name and Title

RESOLUTION  
25-352

The Board of County Commissioners of Pittsburg County met in regular session on Monday, June 30, 2025.

WHEREAS, on September 30, 2024 by Resolution 24-090, Pittsburg County District 1 declared the following items surplus:

Item#	Description	Serial/VIN#
D1-301.172	2011 DODGE RAM	3D6WZ4EL4BBG637766

WHEREAS, the above-mentioned items were sold at the McAlester Auto Auction, October 24, 2024, in McAlester, Oklahoma.

WHEREAS, on March 20, 2025 District 1 returned the items listed below due to the Lease has expired

Item#	Description	Serial/VIN#
D1-307.152	2020 John Deere Motorgrader	IDW770GXLLF703322
D1-307.153	2020 John Deere Motorgrader	IDW770GXKLF703314

WHEREAS, the above-mentioned items should be removed from inventory.

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

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



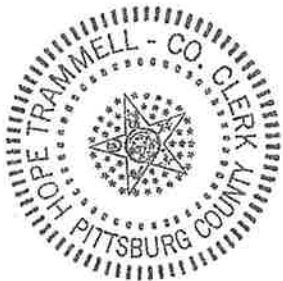
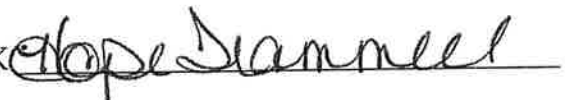
VICE-CHAIRMAN



MEMBER



COUNTY CLERK



RESOLUTION  
25-353

The Board of County Commissioners of Pittsburg County met in regular session on Monday, June 30, 2025.

WHEREAS, Counties have an obligation to deliver high risk services and cannot choose to abandon their responsibilities to provide for the health and safety of their communities through law enforcement, detention, fire and EMS services. But the exorbitant liability exposure counties face is threatening their ability to provide the quality services their citizens expect and deserve.

WHEREAS, there is no cap on the damages that a jury can award for federal civil rights claims brought under 42 USC § 1983 and juries routinely award damages in the tens of millions of dollars. Nuclear jury verdicts have also served to dramatically increase the cost of settlement for these cases.

WHEREAS, Counties cannot obtain insurance coverage at the levels required. They also operate within finite budgets. When all of their resources go to pay claims, it has a detrimental effect on the county's ability to provide services to their county as a whole. When all of the resources go to compensate individuals who have been hurt it makes it impossible to improve services and prevent bad things from happening in the future.

WHEREAS, when a county does not have money in their budget to pay large verdicts, they have no choice but to assess their property taxpayers, imposing even more hardship on the community they are elected to serve.

WHEREAS, a reasonable cap on damages for §1983 claims would promote fairness and predictability. Caps provide for fair compensation, ensuring that government remains accountable but without becoming financially unstable.

WHEREAS, reasonable caps also encourage settlement, reducing the burden on the judicial system and reducing the cost of litigation for all parties involved.

WHEREAS, reasonable caps prevent overcompensation and abuse by preventing exorbitant damages that go far beyond what is necessary to compensate individuals for the true nature of the harm they experienced. Caps thereby lead to a more balanced and just outcome.


WHEREAS, imposing a cap on damages in §1983 claims strikes a balance between holding government entities accountable for constitutional violations and protecting public institutions and resources from excessive financial strain.

WHEREAS, caps promote fairness and predictability, enhancing the functioning of the legal system, reducing unnecessary litigation, and ensuring that government resources are used

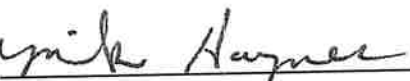
efficiently to serve the public good, providing a more reasonable and just outcome for both plaintiffs and the broader community.

THEREFORE, BE IT RESOLVED, Pittsburg County supports the adoption of the NACo Justice & Public Safety Committee Resolution to Amend Federal Law to Ensure Fair Compensation for Civil Rights Claims.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

CHAIRMAN   
CHARLIE ROGERS

VICE-CHAIRMAN   
ROSS SELMAN

MEMBER   
MIKE HAYNES

ATTEST:



COUNTY CLERK   
HOPE TRAMMELL



**Title:** Resolution to support adoption of a damages cap on federal civil rights claims

**Issue:** Counties, cities, and states, across the nation have been significantly impacted by nuclear jury verdicts, due to the absence of caps on 42 U.S.C. § 1983 claims. Social inflation and the sky rocketing value of federal civil rights claims threatens the financial stability of local governments, compromising their ability to provide quality essential services and increasingly results in direct tax assessment of their citizens to pay the settlement or judgement.

**Proposed policy:** Congress should amend 42 U.S.C. § 1983 to impose caps on the amount of damages that can be awarded in civil rights cases. This policy change would preserve the right to meaningful compensation for harm while mitigating the financial risks posed by disproportionately large jury awards and settlements, which currently place an undue burden on public budgets and the taxpayers government exists to serve. For purposes of Constitutional Rights Claims under section 1983, the sum of damages awarded shall not exceed the amount of the tort claims act limit under state law in the state where the claim arose.

**Background:** Coverage sufficient to protect local governments from jury awards that can be in the tens of millions of dollars is not available. Most counties are either self-insured or obtain their liability coverage from self-insurance pools that limit coverage to less than \$5 million. Counties with commercial carriers have either been cancelled or have seen their coverage limits reduced while their deductibles have increased dramatically.

Exorbitant judgments and settlements serve principally to richly reward the lawyers who bring these cases while damaging the ability for local government to prevent future harm. Uninsured or underinsured payouts from these verdicts force counties to make difficult financial decisions, including cutting essential public services or raising taxes. A reasonable legislative cap on damages would ensure fairness and predictability, protect public resources, and allow governments to litigate cases based on their merits rather than out of fear of devastating financial consequences. Importantly, such a cap would still allow for meaningful compensation to victims while maintaining fiscal responsibility.

**Fiscal/Urban/Rural Impact:** The absence of liability caps has financial repercussions for counties of all sizes, disproportionately impacting those with limited resources. Urban counties face increasing litigation risks, while rural counties with smaller budgets struggle to absorb unexpected costs, jeopardizing their ability to fund essential public services.

**Sponsor Name:** Jennifer Tharp

**Professional Title:** Comal County Criminal District Attorney

**Email:** tharpj@co.comal.tx.us

**Phone Number:** (830)221-1300, (830)708-6234

**County:** Comal County

**State:** Texas

**RESOLUTION****NO. 25-**359

The Board of County Commissioners, Pittsburg County, met in regular session on June 30, 2025.

**WHEREAS**, the Burrows Agency has issued a check to Tannehill Volunteer Fire Department in the amount of \$572.00 as reimbursement for on overpayment of property insurance premiums. The check is to be deposited into the following account as the expense for the insurance premium came from this account.

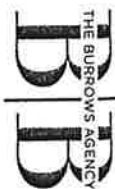
FUND	ACCOUNT	AMOUNT
Fire Sales Tax	1321-2-8228-2005	\$572.00

**WHEREAS**, Tannehill Volunteer Fire Department requests that the Board of County Commissioners approve this transaction of the deposit into the respective account.

**THEREFORE BE IT RESOLVED**, that the Board of County Commissioners of Pittsburg County do hereby approve the deposit of \$572.00 from the Burrows Agency.

**ATTEST:**

  
**CHAIRMAN**  
**VICE-CHAIRMAN**  
**MEMBER**  
**COUNTY CLERK**



**The Burrows Agency**  
307 W. Patt Page Boulevard  
Claremore, OK 74017  
(918) 341-2196

**RCB BANK**  
*That's my bank!*

86-1259/1031

02/27/2025

PAY TO THE ORDER OF Tannehill Scipio Lake Area VFD

Five Hundred Seventy Two Dollars and 00 Cents

\$572.00

DOLLARS

Security features. Details on back.

Tannehill Scipio Lake Area VFD

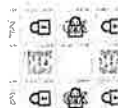
PO Box 3122

McAlester, OK 74502

MEMO

return, premium

⑈040671⑈



*Anthony E. Pittman*

AUTHORIZED SIGNATURE

NO. 25-355

The Board of County Commissioners, Pittsburg County, Met in regular session  
Monday, June 30<sup>TH</sup>, 2025.

**WHEREAS, EMERGENCY MANAGEMENT** wishes to cancel the following Purchase  
Orders

**6755** to Walmart Community Card dated February 3<sup>RD</sup>, 2025 in the amount of  
\$500.00 for Deployment Supplies.

**6756** to Pruetts Food dated February 3<sup>RD</sup>, 2025 in the amount of \$1,000.00 for  
Deployment Meals.

**7642** to Jiffy Lube dated March 3<sup>RD</sup>, 2025 in the amount of \$750.00 for Oil  
Changes etc.

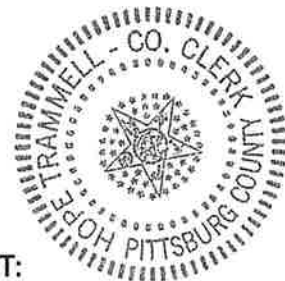
**WHEREAS**, the purchase orders were not used, therefore they are no longer needed.

**THEREFORE BE IT RESOLVED**, Pittsburg County Commissioners do hereby cancel  
Purchase Orders 6755, 6756 and 7642 for FY 2024-2025.

  
CHAIRMAN

  
MEMBER

  
MEMBER



ATTEST:

  
COUNTY CLERK

NO. 25-356

The Board of County Commissioners, Pittsburg County, Met in regular session  
Monday, June 30<sup>TH</sup>, 2025.

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

**10763** to Pro Kill Inc. dated June 4<sup>TH</sup>, 2025 in the amount of \$158.00 for Pest  
Control.

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

**THEREFORE BE IT RESOLVED**, Pittsburg County Commissioners do hereby cancel  
Purchase Order 10763 for FY 2024-2025.

  
CHAIRMAN

  
MEMBER

  
MEMBER

ATTEST:



  
COUNTY CLERK

RESOLUTION  
25-357

The Board of County Commissioners of Pittsburg County met in regular session on Monday, June 30, 2025.

WHEREAS, Highway District 1 issued the following purchase order(s):

7612, issued on March 03, 2025 to OK Tire in the amount of \$500.00 for Tires & Services

8932, issued on April 07, 2025 to Yellow House Machine in the amount of \$1000.00 for Parts and Shop Supplies

9795, issued on May 05, 2025 to T&W Tire in the amount of \$1500.00 for Tires & Services

10637, issued on June 04, 2025 to Warren Power & Machinery Inc. in the amount of \$1000.00 for Parts and Shop Supplies

WHEREAS, the above-mentioned purchase order(s) were duplicates, no longer needed and should be canceled.

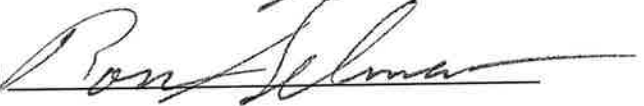
NOW THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Pittsburg County do hereby cancel purchase order(s) 7612, 8932, 9795 & 10637, as they no longer needed.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

CHAIRMAN



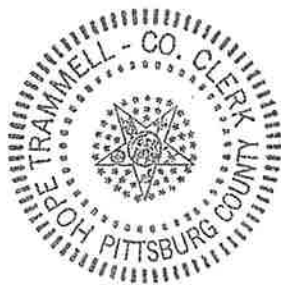
VICE-CHAIRMAN



MEMBER



ATTEST:



COUNTY CLERK



RESOLUTION  
25-358

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, June 30, 2025.

WHEREAS, the Pittsburg County Floodplain wishes to declare the following items junk, to be removed from inventory:

ITEM#	DESCRIPTION	SERIAL#
FP-218.1	DELL PRO WINDOWS8 LAPTOP	9TJFVZI

WHEREAS, the above-mentioned items are no longer operational and should be declared junk, removed from inventory and disposed of at the Alderson Regional Landfill.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby declare the above-mentioned items junk, to be removed from inventory and taken to the Alderson Regional Landfill for disposal.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN [Signature]

VICE-CHAIRMAN [Signature]

MEMBER [Signature]

COUNTY CLERK [Signature]

Resale Property Fund  
Financial Statement

To the Board of County Commissioners:

Pittsburg

County, Oklahoma

In accordance with 68 O.S. § 3137, the following financial condition of the Resale Property Fund is submitted for your consideration and approval.

Financial Statement June 30, 2025

Cash balance	1,557,963.64
Unapportioned items:	87,117.41
Total Available:	<u>\$ 1,645,081.05</u>

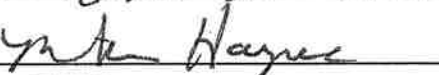
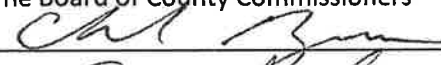
Reserves for expenditures:	
Publications	50,000.00
Records, Supplies and Equipment	150,000.00
Salaries	250,000.00
Maintenance of unsold properties	150,000.00
Contingency for refunds	670,081.05
Other: _____	
Total Reserves for Expenditures:	<u>\$ 1,270,081.05</u>

Balance subject to apportionment as provided by statute:	<u>\$ 375,000.00</u>
--	----------------------

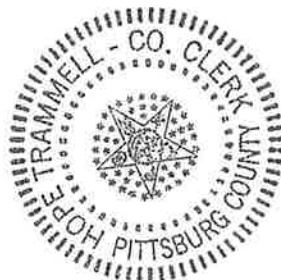
Witness my hand on this day: 6/30/2025County Treasurer: 

The above financial report of the reserves and balance subject to apportionment pertaining to the Resale Property Fund approved on this day: 6/30/2025

The Board of County Commissioners



ATTEST:







Pittsburg County  
Health Department

July 01, 2025

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

Gentlemen:

We respectfully request your approval of Teresa Shockley and Tammy Joslin as FY 26 Requisitioning Officers for the Pittsburg County Health Department and Stoney Wainscott and Mariah Allar as FY 26 Receiving Officers.

The date of appointment should be effective July 1, 2025.

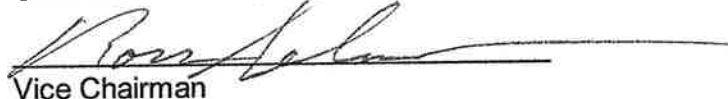
Respectfully Submitted

  
Julian Montgomery, Regional Administrative Director

Approved by the Board of County Commissioners this 30<sup>th</sup> day of June, 2025.

Board of County Commissioners

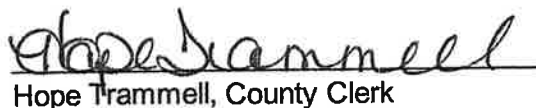
  
Chairman

  
Vice Chairman

  
Member



Attest:

  
Hope Trammell, County Clerk



# Pittsburg County Health Department

## STANDLEY SYSTEMS

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

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

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

  
Julianne Montgomery  
Regional Administrative Director

Examined and approved this 30th day of June, 2025 by the Board of County Commissioners.

  
Board of Commissioners, Chairman

  
County Commissioner

  
County Commissioner



Attest:   
County Clerk

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



CONTRACT NO.

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

**FULL LEGAL NAME:**

PITTSBURG COUNTY HEALTH

BILLING ADDRESS:

1400 E COLLEGE AVE MCALESTER OK 74501-4288

FEDERAL TAX I.D. #:

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE):

NAME OF PRINCIPAL:

**PERCENTAGE OWNERSHIP OF BUSINESS**

%

EQUIPMENT DESCRIPTION AND PAYMENT TERMS

☐ SEE ATTACHED SCHEDULE

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

METER OVERAGE FREQUENCY\*: ☒ MONTHLY ☐ QUARTERLY ☐ SEMI-ANNUALLY ☐ ANNUALLY

\*\*IF NONE OF THE BOXES HAVE BEEN CHECKED, FREQUENCY SHALL DEFAULT TO "MONTHLY"

LEASE TERM IN MONTHS: 60

**MONTHLY BASE PAYMENT AMOUNT\*: \$260.35**

# CONTRACT

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

CUSTOMER'S AUTHORIZED SIGNATURE

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

(As Stated Above)

DATED	CUSTOMER
-------	----------

**x**

**SIGNATURE**

**TITLE**

**OWNER ACCEPTANCE**

**Standley Systems LLC**

DATED	OWNER
-------	-------

**SIGNATURE**

**TITLE**

## ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

## APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

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

w.000465-UP03AMNoPG(RL)\_0420

### Customer Approval

50 to 68 ppm

Vendor Name	Standley Systems	Signature	Ship To:	Pick up (ID Numbers)
Manufacturer	Model	Name:	Agency/Dept:	
Copy Speed (Mono) - ppm	60	Address:	1400 E College Ave	31127
Copy Speed (Color) - ppm (if applicable)	60	Phone:	McAlesler, OK	
Suggested Monthly Volume	15,000	Fax:	918-423-1287 Ext:1525	
Maintenance Mono Cost Per Copy - Option A&B	\$ 0.0070	Email:	tommyj@health.ok.gov	
Maintenance Color Cost Per Copy - Option A&B	\$ 0.0450			
Base Model - IM C6000	418228			
Accessories				
ESP XG-PC-15D	100428MIJ			
1 BIN TRAY BN3130	418376			
BOOKLET FINISHER SR3270	418335			
INTERNAL SHIFT TRAY SH3080	418343			
BRIDGE UNIT BU3090	418345			
CABINET TYPE F	100478FNG			
INTERNAL FINISHER SR3250	418378			
INTERNAL MULTI-FOLD UNIT FD3010	418359			
FINISHER SR3260	418337			
FINISHER SR3280	418355			
LCIT RT3040	418358			
MEMORY UNIT TYPE M37.4GB	MX418337RA			
LCIT PB3290	418360			
PAPER FEED UNIT PB3280	418349			
PUNCH UNIT PU3070 NA	418327			
PUNCH UNIT PU3080 NA	418351			
PUNCH UNIT PU3090 NA	418352			
Fax Accessories				
FAX OPTION TYPE M37	418600			
FAX MEMORY UNIT TYPE M19 64MB	MX41751BRA			
Print / Scan Option Accessories				
IEEE 802.11A/G/N INTERFACE UNIT TYPE M19	417493			
OCR UNIT TYPE M13	417430			
IPDS UNIT TYPE M37	418335			
POSTSCRIPT3 UNIT TYPE M37	418408			
Flery Options				
AUTO TRAP TYPE FS-100	404602			
COLOR CONTROLLER E-25C	418433			
EFI PRODUCTIVITY PACK	007183MIJ			
HOT FOLDERS TYPE FS100	404600			
SPOT ON TYPE FS100	404601			



(OOD) EFI COMPOSE DIGITAL	3000013504-PS1	\$	1,135.00	21%	\$	896.65	\$	30.40	\$	24.39	\$	19.91	
(OOD) EFI CPS V5.X ES-3000	3000013158	\$	8,500.00	8%	\$	3,220.00	\$	109.16	\$	87.58	\$	71.48	
EFI ES-9000	45202146	\$	1,440.00	16%	\$	1,209.60	\$	41.01	\$	32.90	\$	26.85	
(OOD) EFI IMPOSE DIGITAL	3000013503-PS1	\$	2,575.00	21%	\$	2,094.25	\$	68.56	\$	55.33	\$	45.16	
Security & Cable Accessories													
OPTIONAL COUNTER INTERFACE UNIT TYPE M12	417111	\$	99.00	51%	\$	48.51	\$	1.64	\$	1.92	\$	1.08	
SMART CARD READER BUILT-IN UNIT TYPE M37	418422	\$	195.00	46%	\$	72.90	\$	2.47	\$	1.98	\$	1.62	
Consumables/Parts/Supplies													
Black	842279												
Yellow	842280												
Magenta	842281												
Cyan	842282												
Other Available Optional Features and Accessories													
Equipment Relocation						No Additional Charge							
Hard Drive Removal						\$	150.00	\$	2.02	\$	1.57	\$	1.29
Total													
Annual Maintenance						No Additional Charge							
Training						No Additional Charge							
Installation						No Additional Charge							
Software						As Quoted							
Professional Services						As Quoted							

Category A - 1 to 10 PPM  
Category B - 31 to 49 PPM  
Category C - 50 to 68 PPM  
Category D - 69 to 89 PPM  
Category E - 90+ PPM  
Category F - Single Function Printers

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

Item Codes	41101501	80161801
Purchase - Copier/Mini-Function	4312110	81112306
Purchase - Desktop Printers		
Purchase - Scanning Devices	4321711	
Less - Base Configuration		
Purchase/Lease - CPC Maintenance		



Pittsburg County  
Health Department

**SHRED-IT**  
**Fiscal Year 2026**

A 12-month agreement beginning July 1st, 2025 with a bi-weekly billing amount of \$117.50.  
This includes \$82.70 for first container, \$8.70 per each additional container for a total of five containers.  
Provisions pertaining to FY 26 begin on July 1, 2025 and terminate on June 30, 2026.  
Agreement will automatically renew each fiscal year pending available appropriated funds.

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

  
Juliann Montgomery  
Regional Administrative Director

Examined and approved this 30th day of June 2025 by the Board of County Commissioners.

  
Board of Commissioners, Chairman

  
County Commissioner

  
County Commissioner



Attest:   
Pittsburg County Clerk

**Standard Agreement**

**Effective Date 06.03.2025 between Stericycle, INC and PITTSBURGH COUNTY HEALTH DEPT loc:  
COLLEGE AVE, MCALESTER, Oklahoma, 74501-4288**

**Contract Entities: (Sold to) :**

Customer/Company Name: PITTSBURGH COUNTY HEALTH DEPT  
Address: 1400 E COLLEGE AVE  
Floor/Suite Number:  
City / State / Zip: MCALESTER, Oklahoma, 74501-4288  
Phone: 9184231267  
Email: tammysj@health.ok.gov  
Contact: Tammy Joslin  
Title:

**Billing Information**

Billing Contact/Company Name: PITTSBURGH COUNTY HEAL  
Address:  
City / State / Zip: ..  
Phone: 9184231267  
Email: tammysj@health.ok.gov  
Contact: Tammy Joslin  
Title:

Account Information	Service/Equipment Name	Pick up Frequency	Planned Units for Pick Up	Contracted Price	Additional Fees	Price Increase	Renewal Date
Account Name: PITTSBURGH COUNTY HEALTH DEPT  Address: 1400 E COLLEGE AVE, MCALESTER, Oklahoma, United States, 74501-4288	REGULAR SERVICE   OFF-SITE (PAPER)	Every 2 Weeks	1 Each	\$ 82.70 minimum per pickup	N/A	API: 7%  Months Until First Price Increase: 12	Jun 02, 2026
Account Name: PITTSBURGH COUNTY HEALTH DEPT  Address: 1400 E COLLEGE AVE, MCALESTER,	CONSOLE (STANDARD)	Every 2 Weeks	5 Each	\$ 8.70 per container Minimum include 2 each	N/A	API: 7%  Months Until First Price Increase: 12	Jun 02, 2026



Close

Docusign Envelope ID: 9F25ACAD-E11B-48A3-AB57-FCF1545653AE

Contract Effective Date: 06.03.2025

GPO: NONE

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

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

The offer is

**Stericycle:**

Contracting Entity: **Stericycle INC.**  
Name: **Nicole McKerroll**  
Title:  
Date: \d2\

Signature:

**Customer:**

Customer/Company:  
Name: **Juliann Mon**  
Title: **Juliann Mor**  
Date: \d1\

Signature:

By signing above, I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement to be bound by these terms and conditions. Stericycle, INC. 2355 Waukegan Road, Bannockburn, IL 60015 P (866) 783-7422. F (866) 783-7432

Powered by **docusign**

English (US) ▼ Terms of Use Privacy

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100%



Pittsburg County  
Health Department

**PITNEY BOWES**

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

(1) Sendpro C Auto Mailing System

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

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

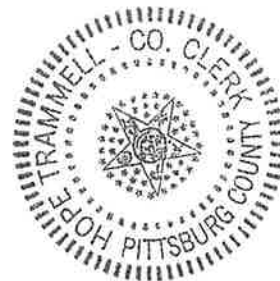
  
Juliann Montgomery  
Regional Administrative Director

Examined and approved this 30<sup>th</sup> day of June, 2025 by the Board of County Commissioners.

  
Board of Commissioners, Chairman

  
County Commissioner

  
County Commissioner



Attest:   
County Clerk

Agreement Number

## Tax ID # (FEIN/TIN)

Full Legal Name of Lessee / DBA Name of Lessee

**PITTSBURG COUNTY HEALTH DEPARTMENT**

**Sold-To: Address**

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

**Sold-To: Contact Name****Sold-To: Contact Phone #****Sold-To: Account #**

**Laurie Martin**

9184231267

0012215866

**Bill-To: Address**

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

**Bill-To: Contact Name**

**Bill-To: Contact Phone #**

**Bill-To: Account #**

**Bill-To: Email**

**Laurie Martin**

9184231267

0012215866

lauriem@health.ok.gov

**Ship-To: Address**

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

**Ship-To: Contact Name**

**Ship-To: Contact Phone #****Ship-To: Account #**

Laurie Martin

9184231267

0012215866

PO #

## Your Business Needs

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

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

#### Your Payment Plan

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

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

( ) Tax Exempt Certificate Attached

( ) Tax Exempt Certificate Not Required

(X) Purchase Power® transaction fees included

( ) Purchase Power® transaction fees extra

**Your Signature Below**

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

NASPO VALUEPOINT ADSP016-169897; SW1008

State/Entity's Contract#

  
Lesse Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

**Sales Information**

Kevin Greear

kevin.greear@pb.com

Account Rep Name

Email Address

PBGFS Acceptance



## Pittsburg County Health Department

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### MEMORANDUM OF AGREEMENT Fiscal Year 2026

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

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

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

The **CONTRACTOR** must invoice the PCHD for services rendered. **DO NOT INVOICE PATIENT.** The provisions of this contract are to become effective on **July 1, 2025** and terminate on **June 30, 2026**.

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

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

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

- A. \$ 14.42 per one (1) view PA chest x-ray (CPT Code 71045);
- B. \$ 19.41 per two (2) view PA and Lateral chest x-ray (CPT Code 74046);
- C. \$ 24.41 per two (2) view PA Lateral chest x-ray with apical lordotic view (CPT Code 71047).

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

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

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

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

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



## Pittsburg County Health Department

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

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

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

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

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

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

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

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

Representing:  
Pittsburg County Health Department

Julian Montgomery  
Regional Administrative Director

Printed Name

Date

Representing:  
Warren Clinic/Saint Francis Health

Belinda Kelley

Belinda Kelley 6-10-25  
Printed Name Date



Pittsburg County  
Health Department

Examined and approved this 30<sup>th</sup> Day of June, 2025 by the Board of County Commissioners.

[Signature]  
Board of Commissioners, Chairman

[Signature]  
County Commissioner

[Signature]  
County Commissioner

Attest: [Signature]  
County Clerk







## Pittsburg County Health Department

---

### Nebulized Sputum Collection Contract Fiscal Year 2026

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

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

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

The provisions of this contract are to become effective on **July 1, 2025** and terminate on

**June 30, 2026.**

For the purposes of this contract, all contacts with the **PCHD** shall be directed to its representative: Julianne Montgomery, Regional Administrative Director at 918.423.1267 ext 1509. For the purposes of this contract, all contacts with the **CONTRACTOR** shall be directed to its representative: Kami Clark, RRT at 918.421.8372 or Kayla Rovnak at karovanak@mrhcok.com.

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

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

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

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

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

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

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

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



## Pittsburg County Health Department

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

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

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

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

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

Pittsburg County Health Department  
1400 College Avenue  
McAlester, OK 74501

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

### APPROVED:

Representing:  
Pittsburg County Health Department

  
Juliann Montgomery  
Regional Administrative Director

6-24-25  
Date

Representing:  
McAlester Regional Health Center

\_\_\_\_\_  
Julie Powell  
Interim Chief Executive Officer

\_\_\_\_\_  
Date



Pittsburg County  
Health Department

Examined and approved this 30<sup>th</sup> Day of June, 2024 by the Board of County Commissioners.

Board of Commissioners, Chairman

County Commissioner

County Commissioner



Attest:

County Clerk



District 9  
Southeast Oklahoma  
County Health Departments

## Pittsburg County Health Department

### Lawn Care Contract

This agreement will be entered into between the Pittsburg County Health Department hereinafter referred to as the county health department and C R MOWING hereinafter referred to as the contractor.

All lawn equipment and supplies will be provided by the contractor.

The purpose of this contract is to provide lawn care for the county health department per terms as listed below.

✓ Mowing, edging, weed-eating, blow clippings from sidewalks, driveways, etc. \$ 250.00  
(Not to exceed one time per week)

Trim hedges and shrubs as applicable \$ \_\_\_\_\_  
(Only by request and not to exceed four times per year)

Fertilization or weed treatment \$ \_\_\_\_\_  
(Only by request and not to exceed four times per year)

Services will be rendered on an as needed basis not to exceed limits in contract terms.

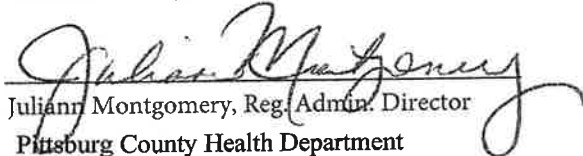
Invoices for services shall be submitted on a Weekly basis and paid at the next scheduled County Commissioner's meeting.

The provisions of this contract are to become effective on the 1ST day of JULY, 2025 and terminate on the 30TH day of JUNE, 2026 with the option to renew annually pending available appropriations.

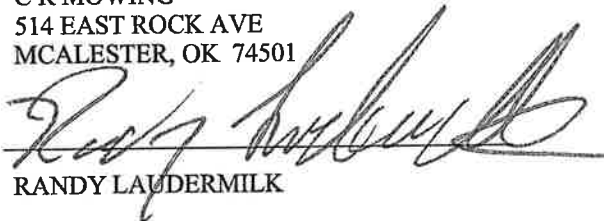
ASSURANCES OF THIS CONTRACT ARE AS FOLLOWS: The Contractor agrees to the following:

1. Within the limitations placed on such entities by the laws of the State of Oklahoma, hold harmless the State of Oklahoma and the county health department from all suits, actions or claims brought as a result of any injuries or damages sustained by the contractor or their employees as a result of consequence of any neglect or misconduct by the Contractor. The Contractor certifies that they are responsible for coverage of liability and workers' compensation insurance, as required by Oklahoma Statutes.
2. This contract is subject to termination upon thirty (30) days advance written notice by either party. Written notice must be forwarded to one of the following applicable addresses.
3. The undersigned states he/she has made no payment, given or donated, either directly or indirectly, to an elected official, officer, or employee of the county health department or the State of Oklahoma, of money, or any other thing of value to obtain payment of the award of this contract.

PITTSBURG COUNTY HEALTH DEPT  
1400 E COLLEGE AVE  
MCALESTER, OK 74501

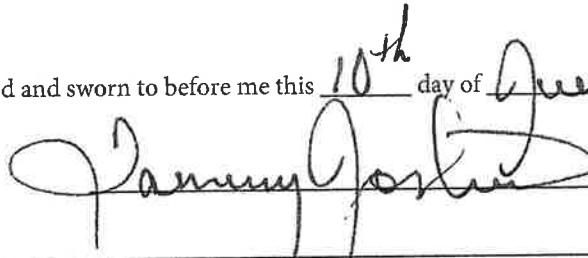
  
Juliann Montgomery, Reg. Admin. Director  
Pittsburg County Health Department

C R MOWING  
514 EAST ROCK AVE  
MCALESTER, OK 74501

  
RANDY LAUDERMILK



Subscribed and sworn to before me this 10<sup>th</sup> day of June 2025




Notary Public

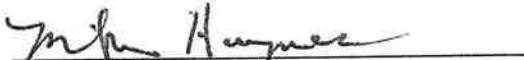


District 9  
Southeast Oklahoma  
County Health Departments

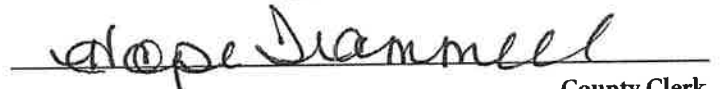
Examined and approved this 30<sup>th</sup> day of June, 2025 by the  
Board of County Commissioners.

  
Board of Commissioners, Chairman

  
County Commissioner

  
County Commissioner



  
County Clerk



District 9  
Southeast Oklahoma  
County Health Departments

Pittsburg  
County Health Department  
VIP VOICE SERVICES AGREEMENT  
Fiscal Year 2026


A 36-month agreement began July 1, 2025, with a monthly billing amount of \$ 3,323.00.

Provisions pertaining to FY 26 begin on July 1, 2025 and terminate on June 30, 2026.

Agreement will automatically renew each fiscal year pending available appropriations for a total of thirty-six (36) months with the final end date being June 30, 2028.

  
Julian Montgomery  
Regional Administrative Director

Examined and approved this 30<sup>th</sup> day of June 2026 by the Board of County Commissioners.

  
Board of Commissioners, Chairman

  
County Commissioner

  
County Commissioner

Attest:

  
County Clerk





We have prepared a quote for you

**VIP Voice Services - 2025 Contract Renewal**

Quote # 013292  
Version 3

Prepared for:

**Pittsburg County Health Department**

Juliann Montgomery  
JuliM@health.ok.gov



Friday, June 13, 2025

Pittsburg County Health Department  
Juliann Montgomery  
1400 E College Ave  
McAlester, OK 74501  
JuliM@health.ok.gov

Dear Juliann,

Thank you for giving us this opportunity to present our proposal. VIP Voice Services is committed to working with you and providing unmatched customer service. The following solution was custom-built and includes the features and provisions listed below.

## Phone System Provisions

- (x95) 24-Button Digital Telephones with Digital Displays (9508)
- (x7) Wall Mount Kits for Phones
- (x10) Button Modules
- (x32) SCN Channels for Concurrent Voice Calls Between Networked Systems
- (x25) Licensed SIP Trunk Paths (External Calls)
- (x3) Wireless Conference Phone with Expansion Mic's
- (x1) Paging Adapter
- Platinum Service & Support Agreement



Please review this quote to confirm our offer meets your business needs. There are no taxes, fees, or surcharges included in this proposal. Any unforeseen issues that arise during the installation, that is outside VIP's contracted scope of work, will be notified to the customer and billed on a time and material basis to rectify, fix or replace upon customer approval. If you have any questions or concerns regarding the proposal, please feel free to contact us. Otherwise, you may digitally sign this document to get the quote processed.

A handwritten signature in black ink, appearing to read "Colby Cook".

Colby Cook  
Partner / Voice Services Executive Director  
VIP Voice Services



## Monthly Recurring Services

Item	Description	Recurring Price	Qty	Ext. Recurring
	<b>E911 Locations</b>	\$5.00	1	\$5.00
	<b>SIP Trunk Call Path</b>	\$20.00	25	\$500.00
	<b>Local DID</b>	\$0.50	202	\$101.00
	<b>Fiber Internet Service 1/1 Gbps with (1) Static IP</b>	\$300.00	1	\$300.00
	<b>Managed WiFi Access Points (36mo)</b>	\$26.00	7	\$182.00
	<b>Managed Server &amp; Backup Service (36mo)</b>	\$230.00	1	\$230.00
	<b>Avaya IP Office Phone System &amp; Platinum Support w/EaaS - 36mo</b>	\$1,790.00	1	\$1,790.00
	<b>Platinum Telephony Service Contract (3-Yr Agreement billed monthly)</b>		1	
	<b>Avaya IPO Phone System with EaaS Per Provisions in Solution Overview (36mo)</b>		1	
	<b>SIP-25 Equipment Bundle</b>	\$50.00	1	\$50.00
	<b>Adtran 3140 Router - 25 Call Paths (36mo)</b>		1	
	<b>Dell X1008 Switch - 8 Ports (36mo)</b>		1	
	<b>APC Back-UPS ES 600VA (36mo)</b>		1	
	<b>Traditional Fax Bundle with ATA</b>	\$55.00	3	\$165.00
	<b>-----FaxBack Account</b>		3	
	<b>-----FaxBack ATA Rental for Traditional Machine Faxing (36mo)</b>		3	

Recurring Subtotal: **\$3,323.00**



## Terms & Conditions (36mo)

Item	Description	Price	Qty	Ext. Price
<b>TERMS AND CONDITIONS</b>				
<b><u>CONTRACT AND APPENDIX REFERENCES</u></b>				
<p>This agreement between VIP Voice Services, LLC (may also be referenced hereinafter as "Provider") and the customer (hereinafter referred to as "Customer") referenced in the attached quote is related to the services provided by VIP Voice Services, LLC. Said services are described and outlined in the attached quote(s) and furthermore referenced as Appendix A of the Contract (Appendix B, C, D, etc. if applicable). Said quote(s) and appendices shall define the pricing structure and billing cycles for services rendered to Customer by VIP Voice Services, LLC. The combination of the terms and conditions set forth in this document, all Terms and Conditions available on Provider's website (<a href="http://viptsg.com/terms-and-conditions">viptsg.com/terms-and-conditions</a>), and attached appendices and supplemental attachments shall collectively constitute the Contract ("Contract").</p>				
<b><u>CONTRACT TERMS &amp; OTHER CONDITIONS</u></b>				
<p>The initial term length of this Contract is 36 months ("Initial Contract Term") and shall commence on the date all billable services outlined in the Contract are activated for Customer use ("Contract Commencement"). The Contract will automatically renew at the end of the Initial Contract Term and on the anniversary date of the Contract Commencement, and all subsequent Renewal Terms, for a 12-month period ("Renewal Term(s)"). All equipment provided by VIP Voice Services as part of the services outlined in the Contract will remain property of VIP Voice Services throughout the Initial Contract Term and all subsequent Renewal Terms. Should either party decide to terminate this Contract, Customer agrees to return said equipment to VIP Voice Services in good working condition. The Customer also agrees to replace any damaged, lost, or stolen equipment at the Customer's expense and that all billable services for the affected equipment will remain active until such is satisfactory to VIP Voice Services. Early termination by the Customer during the Initial Contract Term, or any subsequent Renewal Terms, will result in the full balance of the remaining months, in said Term, becoming due at the time of termination notice. If there are any unpaid balances against this Contract from billing periods prior to termination notice, those unpaid balances must be paid in full for termination request to be completed and billable services disconnected. Termination of this Contract, at any point during the Initial Contract Term or in any subsequent Renewal Terms, requires a written 30-day notice from the Customer to VIP Voice Services. Notice may be sent via email to <a href="mailto:contracts@vipvoiceservices.com">contracts@vipvoiceservices.com</a> or via US Mail to PO Box 1117, Coweta, OK 74429.</p>				

12127 S State Hwy 51  
Coweta, OK 74429  
<http://www.vipvoiceservices.com>  
9182797001



## VIP Voice Services - 2025 Contract Renewal

Prepared by:

**VIP Voice Services**

Colby Cook

918-279-7033

Fax 9182797096

[colby@vipservice.com](mailto:colby@vipservice.com)

Prepared for:

**Pittsburg County Health Department**

1400 E College Ave

McAlester, OK 74501

Juliann Montgomery

[JuliM@health.ok.gov](mailto:JuliM@health.ok.gov)

(918) 423-1267

Quote Information:

**Quote #: 013292**

Version: 3

Delivery Date: 06/13/2025

Expiration Date: 06/24/2025

### Recurring Expenses Summary

Description	Amount
Monthly Recurring Services	\$3,323.00

Recurring Total: **\$3,323.00**

Taxes, shipping, handling and other fees may apply. Prices in the Quotation are excluding sales tax, any other taxes, fees, or duties. All applicable taxes will be assessed at time of invoicing. We reserve the right to cancel orders arising from pricing or other errors. Terms & Conditions for Voice, Internet and Rental Agreement Documentation when applicable, must be signed along with the 1st Months payment to complete the order process.

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

Signature

A handwritten signature in dark ink, appearing to read "Juliann Montgomery", is written over a horizontal line.

Date

A handwritten date "6/24/25" is written in dark ink over a horizontal line.

# GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum (.Addendum.) to and part of that certain agreement between VIP Voice Services ("we", "us", "our") and Pittsburg County Health Department ("Governmental Entity", "you", "your"), which agreement is identified in our records as quote number 13292 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

## APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

## GOVERNMENTAL CERTIFICATE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT, AS OF THE DATE OF THE AGREEMENT, (A) THE INDIVIDUAL WHO EXECUTED THE AGREEMENT HAD FULL POWER AND AUTHORITY TO EXECUTE THE AGREEMENT AND (B) THE REPRESENTATIONS SET FORTH ABOVE IN THE PARAGRAPH TITLED "APPLICABLE TO GOVERNMENTAL ENTITIES ONLY" ARE TRUE AND ACCURATE IN ALL MATERIAL RESPECTS.

SIGNATURE: X

*Juliann Montgomery*

NAME & TITLE: Juliann Montgomery, RAD

DATE

*6/24/25*

## OUR SIGNATURE

VIP Voice Services

SIGNATURE

PRINT NAME & TITLE

DATE



## Pittsburg County Health Department

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### PITTSBURG COUNTY HEALTH DEPARTMENT PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement (hereinafter "Agreement" or "Contract") is entered into between the Pittsburg County Health Department (hereinafter "PCHD") with approval from the Board of County Commissioners for Pittsburg County (hereinafter collectively referred to as the ("County") and Shelly Scott-Wittkopf (hereinafter referred to as "Health Promotion Specialist").

**TERM OF AGREEMENT:** Beginning on the 1<sup>st</sup> day of July 2025 and terminating on the 30<sup>th</sup> day of June 2026. This Agreement shall not take effect until PCHD has in its possession a copy containing original signatures of both parties. The date of execution of this Agreement need not correspond to the effective date, but the effective date shall be the controlling and commencement date.

**GENERAL PURPOSE OF THIS AGREEMENT:** The purpose of this agreement is to promote public health strategies among targeted populations, specifically teaching about healthy behaviors and lifestyles.

PCHD shall pay a fee for these services at the rate of \$34.00 per hour. The total compensation for this agreement shall not exceed \$25,000.00. A biweekly invoice shall be submitted to the PCHD within thirty (30) days of the date services were rendered, indicating the date services were rendered, the hours worked for each date and the services performed.

**Travel:** Limited to necessary travel and/or educational events which facilitate the performance of the duties listed in this contract. All travel and related expenses must be approved by the Regional Director of the Department. Reimbursement for travel and per diem is subject to the limitations established by the STRA. All reimbursement for travel expenses shall be in addition to the total compensation listed above for contracted services.

**Mileage:** Mileage is defined as reimbursement for authorized use of privately owned motor vehicle. All travel performed by Contractor shall be by direct route. When a Contractor travels an indirect route or otherwise interrupts travel by direct route, the extra expense shall be borne by Contractor. Travel is to be reimbursed following the proper procedures of the DEPARTMENT. All travel and related expenses must be approved by the Regional Director of the Department

**NOTICE:** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when deposited in the US Mail postage prepaid to:

PCHD Representative, Juliann Montgomery at 1400 E. College Ave, McAlester, OK 74501

Health Promotion Specialist, Shelly Scott-Wittkopf at 1498 South Prairie Rd, Kiowa, OK 74553

**RELATIONSHIP OF PARTIES:** It is understood between the parties that the Health Promotion Specialist is under no circumstances to be considered an employee of the Oklahoma State Department of Health,



## Pittsburg County Health Department

PCHD, the County, or Pittsburg County, and therefore, is not entitled to any benefits or other entitlement accruing to either State or County employees.

**ASSIGNMENT:** Health Promotion Specialist's obligations under this Agreement shall not be assigned or transferred to any other party, without the prior written approval of the County.

**ENTIRE AGREEMENT:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement may not be modified or amended without the written approval of both parties.

**WAIVER OF CONTRACTUAL RIGHTS:** The failure of either party to enforce any provision of this Agreement is not to be construed as a waiver or limitation of that part's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**SEVERABILITY:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.

**JURISDICTION:** This Agreement shall be governed by the laws of the State of Oklahoma, and in the event of any litigation, venue shall be in the District Court of Pittsburg County.

**DUTIES OF PITTSBURG COUNTY HEALTH DEPARTMENT:** PCHD shall provide such administration, supervision, and guidance to the Health Promotion Specialist, as PCHD deems necessary and reasonable for the performance of this Agreement.

**AMMENDMENTS:** This agreement may be modified, changed or amended only by an instrument in writing, signed and dated by the parties and appended hereto as an identifiable amendment hereof with approval by the Board of County Commissioners of Pittsburg County.

**CANCELLATION CLAUSE:** This Agreement is subject to termination upon 14 days advance written notice by either party. Written notice must be forwarded to the following address by certified mail.

PCHD Representative, Juliann Montgomery at 1400 E. College Ave, McAlester, OK 74501

Health Promotion Specialist, Shelly Scott-Wittkopf at 1498 South Prairie Rd, Kiowa, OK 74553

**DUTIES OF HEALTH PROMOTION SPECIALIST:** Health Promotion Specialist shall maintain as confidential and privileged, all information, as required by statutes, codes of professional conduct and the rules of the PCHD.

**LIABILITY OF HEALTH PROMOTION SPECIALIST:** Health Promotion Specialist shall be responsible for any

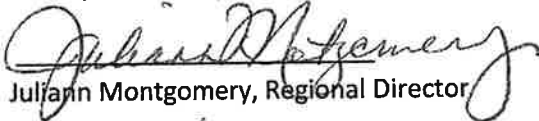


## Pittsburg County Health Department

and all damages or personal injury caused by the negligent acts or commission by its officers, agents, employees, acting under the scope of their authority of employment. Health Promotion Specialist is responsible for any willful acts or omissions of its officers, agents, or employees. Health Promotion Specialist agrees to hold the County harmless for any and all claims, demands, and/or liabilities resulting from any act or omission on the part of Health Promotion Specialist or its officers, agents, employees.

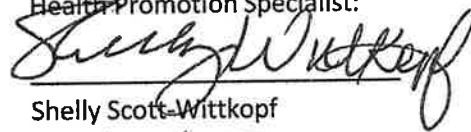
**INVOICE INSTRUCTIONS:** The Regional Director, or designate, is required to sign each invoice from Health Promotion Specialist; and in doing so attests to the receipt of the services and verifies the accuracy of the invoice.

Representative of the Pittsburg  
County Health Department:

  
Julian Montgomery, Regional Director

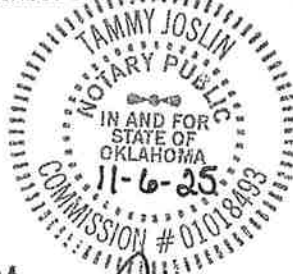
6/3/25  
Date

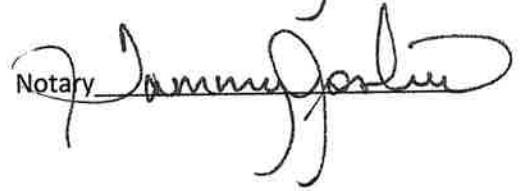
Health Promotion Specialist:

  
Shelly Scott-Wittkopf

5/30/25  
Date

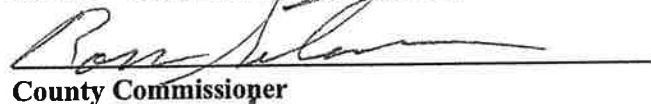
Subscribed and sworn to before me this 30<sup>th</sup> day of May, 2025

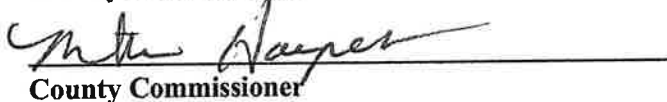


Notary 

Examined and approved this 30<sup>th</sup> Day of June, 2025 by the Board of County Commissioners.

  
Board of Commissioners, Chairman

  
County Commissioner

  
County Commissioner



Attest:   
County Clerk



Pittsburg County  
Health Department

**Johnson Controls**

12-month fire alarm and sprinkler system test and inspection and fire alarm system monitoring maintenance agreement with an annual fee of \$1,935.31 (test & inspection) and \$500.00 (monitoring) for a total of \$2,435.31 beginning July 1, 2025 and terminating on June 30, 2026.

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

  
Juliann Montgomery  
Regional Administrative Director

Examined and approved this 30<sup>th</sup> day of June, 2025 by the Board of County Commissioners.

  
Board of Commissioners, Chairman

  
County Commissioner

  
County Commissioner

Attest:   
County Clerk





# Pittsburg County Health Department-FA MON - CPQ-641587

## Planned Service Agreement



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

**Proposal Presented On:**  
07-10-2024

The Power behind your mission





## SERVICE SOLUTION

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

Billing Customer:  
Pittsburg County Health Department  
1400 E College Avenue

MCALISTER, OK 74501-4288

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

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

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### INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

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SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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SYSTEM-FA-FIRELITE MS9200

FIRELITE MS9200 SYSTEM

Customer Pricing Type : Local

Monitoring Account Type: Fire Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 0

Primary Communication: Phone lines  
(POTS)

Secondary Communication: Phone lines  
(POTS)

Per Point : No

**ALARM & DETECTION- MONITORING Total: \$500.00**

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



## SERVICE SOLUTION

### SUMMARY OF SERVICES

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

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

### ALARM & DETECTION- MONITORING

#### SYSTEM-FA-FIRELITE MS9200

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

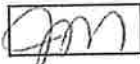


## SERVICE SOLUTION

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

PAYMENT FREQUENCY: Annual In Advance

PAYMENT TERMS: Net 45

 Initials

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

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

### PAYMENT SUMMARY:

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

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

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



## SERVICE SOLUTION

### Multi Year Contract Rider AGREEMENT

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

Customer Initials: JS

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

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

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

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

Pittsburg County Board of County Commissioners

Signature: Ross Selman

Print Name: Ross Selman

Title: Chairman BOCC

Phone #: 918-423-1338

Fax #: 918-423-0722

Email: bocc@pittsburg.okcounties.org

Date: July 15, 2024

Johnson Controls Fire Protection LP

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

License #: \_\_\_\_\_  
(if applicable)

Date: \_\_\_\_\_



## Central Monitoring Subscriber Information

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

Subscriber's Name: Pittsburg County Health Department ☐ UL Acct. ☐ Nat'l Acct.  
Monitoring Acct# 107-6656 Permit#: \_\_\_\_\_ ACE/Customer #: 1916859  
Address: 1400 E College Ave City: Mcalester  
State/Province: OK Zip/Postal Code: 74501 County/Township: \_\_\_\_\_  
\*Premise Phone#: 918-423-1267 Ext: \_\_\_\_\_  
Fax: \_\_\_\_\_ Cross Street: \_\_\_\_\_  
Account Type: Fire ☒ Burglary ☐ Medical ☐ Elevator ☐ Critical Condition ☐ 2 Line Digital ☐ Cellular ☐ Internet ☐ Radio ☐

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

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

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

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

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

Local Jurisdictional Procedure \_\_\_\_\_

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

Number of Partitions (if using): \_\_\_\_\_

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

Time Zone: \_\_\_\_\_ Daylight Saving s Time Observed D Yes D No

Automatic Timer Test (Daily, Weekly, Monthly, None): \_\_\_\_\_

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

Email address to send report to: \_\_\_\_\_

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

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

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

schedule for supervised open/close monitoring:

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

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

Holidays/School Vacations closed: \_\_\_\_\_

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

Subscriber Name Printed: Julianne Montgomery

Johnson Controls Employee: \_\_\_\_\_ District Number: \_\_\_\_\_ Date: \_\_\_\_\_



## SERVICE SOLUTION

### TERMS AND CONDITIONS

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

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

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

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

## SERVICE SOLUTION

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

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

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

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

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



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

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

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

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

Customer further agrees to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 16. Other Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

### **F. Communication Facilities.**

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

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

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

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

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

## SERVICE SOLUTION

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

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

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

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

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

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

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

### 19. Software and Digital Services.

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

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

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

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



## SERVICE SOLUTION

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

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

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

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

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

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

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

## SERVICE SOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**41. Governmental Entities Only.** You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any



## SERVICE SOLUTION

applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

# Pittsburg County Health Department - PSA - CPQ-653112

## Planned Service Agreement



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

Proposal Presented On:  
06-27-2024

The Power behind your mission





## SERVICE SOLUTION

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

**Billing Customer:**  
Pittsburg County Health Department  
1400 E College Avenue  
  
MCALISTER, OK 74501-4288

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

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

### INVESTMENT SUMMARY (Service Solution Valid for 30 Days)

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

**FIRE ALARM ESSENTIAL SERVICE OFFER Total:**

**\$1,513.68**

### SYSTEM-SP-WET SPRINKLER

#### WET SPRINKLER SYSTEM

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



## SERVICE SOLUTION

**SPRINKLER ESSENTIAL SERVICE OFFER Total:**

**\$282.63**

**SYSTEM-SP-BACKFLOW**

**BACKFLOW SYSTEM**

Backflow Preventer-Fire

1

Annual

**SPRINKLER ESSENTIAL SERVICE OFFER Total:**

**\$139.00**

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



## SERVICE SOLUTION

### SUMMARY OF SERVICES

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

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

#### FIRE ALARM ESSENTIAL SERVICE OFFER

##### SYSTEM-FA-FIRELITE MS9200

###### TEST AND INSPECTION:

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

###### DOCUMENTATION:

Accessible components and devices logged for:

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

#### SPRINKLER ESSENTIAL SERVICE OFFER

##### SYSTEM-SP-WET SPRINKLER

##### SYSTEM-SP-BACKFLOW

###### TEST AND INSPECTION:

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

###### DOCUMENTATION:

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

#### Control valve - with tamper switch

##### SYSTEM-SP-WET SPRINKLER

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

#### Customer Portal (Basic)





## SERVICE SOLUTION

**SYSTEM-FA-FIRELITE MS9200**

**SYSTEM-SP-WET SPRINKLER**

**SYSTEM-SP-BACKFLOW**

Basic Customer Portal functionality will be provided.



## SERVICE SOLUTION

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

**PAYMENT FREQUENCY:** Annual In Advance

**PAYMENT TERMS:** Net 45

Initials

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

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

**PAYMENT SUMMARY:**

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

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

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

## SERVICE SOLUTION

### TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Customer further agrees to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 16. Other Services.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

### F. Communication Facilities.

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

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

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

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

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

## SERVICE SOLUTION

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

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

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

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

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

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

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

### 19. Software and Digital Services.

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

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

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

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



## SERVICE SOLUTION

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

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

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

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

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

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

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

## SERVICE SOLUTION

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

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

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

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

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

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

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

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

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

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

## SERVICE SOLUTION

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

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

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

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

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

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

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

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

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

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

**41. Governmental Entities Only.** You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any

## SERVICE SOLUTION

applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information: Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you ( other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.



**INTERLOCAL AGREEMENT**  
**BETWEEN**  
**PITTSBURG COUNTY DISTRICT #3 AND DANNY DEVIN**

WHEREAS, Pittsburg County District #3 and Danny Devin wish to enter into the following agreement.

Mr. Devin has agreed to allow Highway District #3 to access his property for the purpose of storing rock while working on the road.

In return, Highway District #3 agrees to repair any damages caused to Mr. Devin's property.

This agreement may be terminated by either party by written notice.

Dated: 6-23-25

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

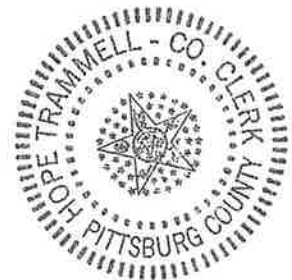
[Signature]  
CHAIRMAN

[Signature]  
VICE-CHAIRMAN

[Signature]  
MEMBER

[Signature]  
LANDOWNER

ATTEST:



[Signature]  
COUNTY CLERK

**INTERLOCAL AGREEMENT**  
**BETWEEN**  
**PITTSBURG COUNTY DISTRICT #3 AND JIMMY WHITE**

WHEREAS, Pittsburg County District #3 and Jimmy White wish to enter into the following agreement.

Mr. White has agreed to allow Highway District #3 to access his property to stockpile materials to complete a repair project on Shady Grove Road.

In return, Highway District #3 agrees to replace Mr. White's tinhorn, repair his driveway, and also repair any other damages caused to Mr. White's property as a result of our equipment accessing his property during the duration of this project.

This agreement may be terminated by either party by written notice.

Dated: June 30, 2025

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

  
CHAIRMAN /

  
VICE-CHAIRMAN

  
MEMBER

  
LANDOWNER

ATTEST:



  
COUNTY CLERK

**INTERLOCAL AGREEMENT**  
**BETWEEN**  
**PITTSBURG COUNTY DISTRICT #3 AND KEITH COFFEE**

WHEREAS, Pittsburg County District #3 and Keith Coffee wish to enter into the following agreement.


Mr. Coffee has agreed to allow Highway District #3 to access his property to stockpile materials to complete a repair project.

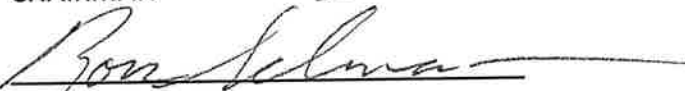
In return, Highway District #3 agrees repair any other damages caused to Mr. Coffee's property as a result of our equipment accessing his property during the duration of this project.

This agreement may be terminated by either party by written notice.

Dated: June 30, 2025

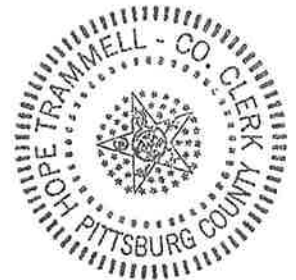
BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

  
CHAIRMAN

  
VICE-CHAIRMAN

  
MEMBER

ATTEST:



  
COUNTY CLERK

  
LANDOWNER

INTERLOCAL AGREEMENT

BETWEEN

PITTSBURG COUNTY DISTRICT #2 AND ARON Roberts

WHEREAS, Pittsburg County District #2 and ARON Roberts wish to enter into the following agreement.

ARON Roberts has agreed to allow Highway District #2 to access his property for the purpose of Removing DEAD TREES off Rightway

In return, Highway District #2 agrees to repair any damages caused to ARON Roberts property.

This agreement may be terminated by either party by written notice.

Dated: June 30, 2025

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

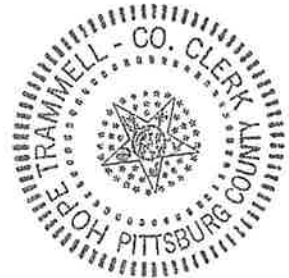
[Signature]  
CHAIRMAN

[Signature]  
VICE-CHAIRMAN

[Signature]  
MEMBER

[Signature]  
LANDOWNER

ATTEST:



[Signature]  
COUNTY CLERK

ROCMND Youth Services  
Craig County Detention Center  
Amendment of FY25/26 Contract  
For Regional Secure Detention Beds

Modification to #9 reimbursement shall be modified as follows:

Reimbursement: The parties agree that ROCMND Area Youth Services shall be reimbursed for its detention services by PITTSBURG County upon the presentation of a claim at the rate of Thirty-Five dollars (\$35) a day per child. This amount represents less than Fifteen percent (15%) of the Actual cost of detention.

THIS 19TH day of June  
Approved: \_\_\_\_\_  
Date  
[Signature]  
Director of the Craig County Juvenile Detention Center

Approved This 30th day of June, 2025

BOARD OF COUNTY COMMISSIONERS OF:  
Pittsburg County, Oklahoma

[Signature] Chairman

[Signature] Member

[Signature] Member

## KellPro Software and Service Agreement

*Please retain for your records.*

The following agreement is intended to guide the relationship between KellPro, Inc. and Pittsburg County Clerk, our Customer. Our goal is to provide high quality products and services that meet your business needs in return for fair compensation for our intellectual property, service and time. KellPro licenses you, our Customer, to use our software and services as described herein from 07/01/2025 until 06/30/2026 on the services shown below in exchange for the total amount shown below. Payment for products and services constitutes acceptance of this agreement.

Qty	Product Description or Service
24.00	Complete Online Care Anti-Virus Plus
1.00	Internet Records & Images Publication - Free Plan
1.00	Keli Backup & Recovery Service up to 500GB
1.00	Keli Fixed Asset Site
3.00	Keli Fixed Asset User
6.00	Keli Land Recording Public Access User
1.00	Keli Land Recording Site
9.00	Keli Land Recording User
1.00	Keli Purchasing/Payroll Site
4.00	Keli Purchasing/Payroll User
1.00	Office Data Backup & Recovery Service <5GB
4.00	Rackspace Hosted Email Account
<hr/>	
KellPro Licensing: \$ 42,216.00	

### Software

The customer is licensed to use the KellPro software listed during the period of time listed for the license fee listed in the paragraph above. Using our software without a license is prohibited. Making copies of our software or taking actions to distribute, disseminate, loan, or translate KellPro software is also prohibited. This license belongs only to the agency or business listed above. KellPro does not warrant that the operation of our software will be uninterrupted or error free but will use every reasonable effort to provide support when there is an issue related to our software.

### Licensing Fees

The licensing fee is assessed annually based on the fiscal accounting period for each customer. The fee covers the cost of supporting the software; in general providing toll free telephone support, providing bug fixes for the software, periodic customer care visits and nominal support time to identify non-KellPro related issues. Software licensing rates will not change during a licensing period.

### Support

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### Training and Documentation

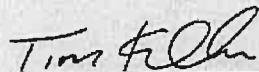
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### Ownership of Data

Data entered into KellPro software is the property of the customer. The data is stored in an industry standard format and may be extracted at will by the customer. The data is secured with user accounts and passwords to protect the integrity of the customer's data. These security credentials (database user accounts, passwords, etc.) are generally provided at installation time and may be requested at any time from KellPro support. A data set may be used by KellPro for troubleshooting or testing purposes.

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Tim Keller - President, KellPro, Inc.  
Date: 06/16/2025



James A. Sorensen - CEO, KellPro, Inc.  
Date: 06/16/2025

## KellPro Software and Service Agreement

*Please retain for your records.*

The following agreement is intended to guide the relationship between KellPro, Inc. and Pittsburg County District #1, our Customer. Our goal is to provide high quality products and services that meet your business needs in return for fair compensation for our intellectual property, service and time. KellPro licenses you, our Customer, to use our software and services as described herein from 07/01/2025 until 06/30/2026 on the services shown below in exchange for the total amount shown below. Payment for products and services constitutes acceptance of this agreement.

Qty	Product Description or Service	
1.00	Keli Inventory Tracking Site	
3.00	Keli Inventory Tracking User	
KellPro Licensing:		\$ 3,840.00

### Software

The customer is licensed to use the KellPro software listed during the period of time listed for the license fee listed in the paragraph above. Using our software without a license is prohibited. Making copies of our software or taking actions to distribute, disseminate, loan, or translate KellPro software is also prohibited. This license belongs only to the agency or business listed above. KellPro does not warrant that the operation of our software will be uninterrupted or error free but will use every reasonable effort to provide support when there is an issue related to our software.

### Licensing Fees

The licensing fee is assessed annually based on the fiscal accounting period for each customer. The fee covers the cost of supporting the software; in general providing toll free telephone support, providing bug fixes for the software, periodic customer care visits and nominal support time to identify non-KellPro related issues. Software licensing rates will not change during a licensing period.

### Support

Unlimited toll free telephone support is provided for licensed customers. Support staff are available from 8:00 A.M. to 5:00 P.M. CST, Monday through Friday (with the exception of Federal holidays observed in our area). After hours support is also available at our current hourly rates. Support will be provided over the telephone or Internet, therefore all customers are expected to have a working telephone and Internet connection. At the customer's request, KellPro will schedule on-site visits. Support issues due to factors outside of the scope of the KellPro software, such as hardware failure, may result in additional fees if the duration of the support incident exceeds a reasonable amount of time. Any additional fees that may apply for visits or non-KellPro software issues will be negotiated with the customer in advance.

### Training and Documentation

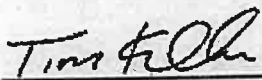
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### Environment

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Tim Keller - President, KellPro, Inc.  
Date: 06/16/2025



James A. Sorensen - CEO, KellPro, Inc.  
Date: 06/16/2025



## KellPro Software and Service Agreement

*Please retain for your records.*

The following agreement is intended to guide the relationship between KellPro, Inc. and Pittsburg County District #2, our Customer. Our goal is to provide high quality products and services that meet your business needs in return for fair compensation for our intellectual property, service and time. KellPro licenses you, our Customer, to use our software and services as described herein from 07/01/2025 until 06/30/2026 on the services shown below in exchange for the total amount shown below. Payment for products and services constitutes acceptance of this agreement.

Qty	Product Description or Service
2.00	Complete Online Care Anti-Virus Plus
1.00	Keli Inventory Tracking Site
3.00	Keli Inventory Tracking User
3.00	Rackspace Hosted Email Account
<b>KellPro Licensing: \$ 4,359.00</b>	

### Software

The customer is licensed to use the KellPro software listed during the period of time listed for the license fee listed in the paragraph above. Using our software without a license is prohibited. Making copies of our software or taking actions to distribute, disseminate, loan, or translate KellPro software is also prohibited. This license belongs only to the agency or business listed above. KellPro does not warrant that the operation of our software will be uninterrupted or error free but will use every reasonable effort to provide support when there is an issue related to our software.

### Licensing Fees

The licensing fee is assessed annually based on the fiscal accounting period for each customer. The fee covers the cost of supporting the software; in general providing toll free telephone support, providing bug fixes for the software, periodic customer care visits and nominal support time to identify non-KellPro related issues. Software licensing rates will not change during a licensing period.

### Support

Unlimited toll free telephone support is provided for licensed customers. Support staff are available from 8:00 A.M. to 5:00 P.M. CST, Monday through Friday (with the exception of Federal holidays observed in our area). After hours support is also available at our current hourly rates. Support will be provided over the telephone or Internet, therefore all customers are expected to have a working telephone and Internet connection. At the customer's request, KellPro will schedule on-site visits. Support issues due to factors outside of the scope of the KellPro software, such as hardware failure, may result in additional fees if the duration of the support incident exceeds a reasonable amount of time. Any additional fees that may apply for visits or non-KellPro software issues will be negotiated with the customer in advance.

### Training and Documentation

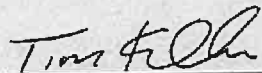
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Tim Keller - President, KellPro, Inc.  
Date: 06/16/2025



James A. Sorensen - CEO, KellPro, Inc.  
Date: 06/16/2025



## KellPro Software and Service Agreement

*Please retain for your records.*

The following agreement is intended to guide the relationship between KellPro, Inc. and Pittsburg County District #3, our Customer. Our goal is to provide high quality products and services that meet your business needs in return for fair compensation for our intellectual property, service and time. KellPro licenses you, our Customer, to use our software and services as described herein from 07/01/2025 until 06/30/2026 on the services shown below in exchange for the total amount shown below. Payment for products and services constitutes acceptance of this agreement.

Qty	Product Description or Service
1.00	Keli Inventory Tracking Site
2.00	Keli Inventory Tracking User
3.00	Rackspace Hosted Email Account
<b>KellPro Licensing: \$ 3,369.00</b>	

### Software

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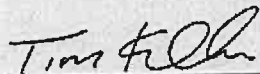
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Tim Keller - President, KellPro, Inc.  
Date: 06/16/2025



James A. Sorensen - CEO, KellPro, Inc.  
Date: 06/16/2025

## RESOLUTION

### CONTRACT AGREEMENT RENEWAL Emergency and Transportation Revolving, ETR Fund

WHEREAS, the Pittsburg County, Board of County Commissioners has entered into a Contract Agreement(s) with the Oklahoma Cooperative Circuit Engineering Districts Board for certain road and bridge construction projects, and

WHEREAS, the expiration date of the following Contract Agreement(s) is the 30<sup>th</sup> day of **June, 2025**, unless it is renewed in the manner provided in the said Contract Agreement(s), and

WHEREAS, it is the desire of the Pittsburg County, Board of County Commissioners to extend the Contract Agreements(s) for the following described project(s) and reason(s):

<u>Project Number</u>	<u>Date Approved</u>	<u>Reason for Renewal</u>
<u>ETRCR3-61-3(17)25</u>	<u>8/1/2024</u>	<u>file incomplete</u>

Contract Term since approval: 0 years, 9 months, 21 days  
(Five years maximum unless preapproved by OCCEDB).

Per OCCEDB Contract and per Policy the required information shall be provided for each project:

Funded Amount: \$32,499.48  
Total Paid: \$6,646.04  
Balance Due (as of 6/5/25): \$25,853.44

Construction Start Date: \_\_\_\_\_ Construction End Date: \_\_\_\_\_

After Photos: Attach to form or explanation for not having after photos

THEREFORE, be it resolved that the aforesaid Contract Agreement(s) be, and are hereby renewed to the **30<sup>th</sup> day of June, 2026**.

IN WITNESS WHEREOF, the parties have executed this Contract Agreement as of the latest date written below.

Pittsburg County  
Board of County Commissioners of  
Oklahoma

Oklahoma Cooperative Circuit  
Engineering Districts Board

[Signature]  
County Commissioner

\_\_\_\_\_  
Board Member

[Signature]  
County Commissioner

\_\_\_\_\_  
Board Member

[Signature]  
County Commissioner

\_\_\_\_\_  
Board Member

6/30/2025  
Date

\_\_\_\_\_  
Date

**ATTEST:**

[Signature]  
County Clerk



Circuit Engineering District # 3

\_\_\_\_\_  
President / Board Member

\_\_\_\_\_  
Date

## RESOLUTION

### CONTRACT AGREEMENT RENEWAL Emergency and Transportation Revolving, ETR Fund

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Project Number

Date Approved

Reason for Renewal

ETRCR3-61-3(18)25

8/1/2024

file incomplete

Contract Term since approval: 0 years, 9 months, 21 days  
(Five years maximum unless preapproved by OCCEDB).

Per OCCEDB Contract and per Policy the required information shall be provided for each project:

Funded Amount: \$20,931.47

Total Paid: \$0

Balance Due (as of 6/5/25): \$20,931.47

Construction Start Date: \_\_\_\_\_ Construction End Date: \_\_\_\_\_

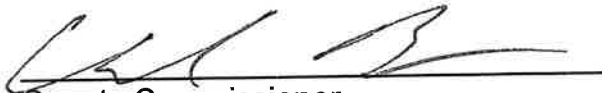
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Pittsburg County  
Board of County Commissioners of  
Oklahoma

Oklahoma Cooperative Circuit  
Engineering Districts Board

  
County Commissioner

\_\_\_\_\_  
Board Member

  
County Commissioner

\_\_\_\_\_  
Board Member

  
County Commissioner

\_\_\_\_\_  
Board Member

6/30/2025  
Date

\_\_\_\_\_  
Date

**ATTEST:**

  
County Clerk



Circuit Engineering District # 3

\_\_\_\_\_  
President / Board Member

\_\_\_\_\_  
Date

## RESOLUTION

### CONTRACT AGREEMENT RENEWAL Emergency and Transportation Revolving, ETR Fund

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Project Number

Date Approved

Reason for Renewal

ETRCR3-61-3(20)25

8/1/2024

file incomplete

Contract Term since approval: 0 years, 9 months, 21 days  
(Five years maximum unless preapproved by OCCEDB).

Per OCCEDB Contract and per Policy the required information shall be provided for each project:

Funded Amount: \$16,351.83

Total Paid: \$0

Balance Due (as of 6/5/25): \$16,351.83

Construction Start Date: \_\_\_\_\_ Construction End Date: \_\_\_\_\_

After Photos: Attach to form or explanation for not having after photos

THEREFORE, be it resolved that the aforesaid Contract Agreement(s) be, and are hereby renewed to the **30<sup>th</sup> day of June, 2026**.


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Pittsburg County  
Board of County Commissioners of  
Oklahoma

Oklahoma Cooperative Circuit  
Engineering Districts Board

  
\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
Board Member

  
\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
Board Member

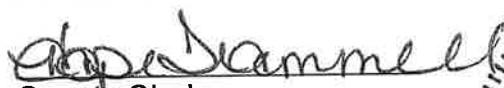
  
\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
Board Member

6/30/2025  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

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



Circuit Engineering District # 3

\_\_\_\_\_  
President / Board Member

\_\_\_\_\_  
Date



## ***CONTRACT FOR SERVICES***

**THIS AGREEMENT** is made and entered into by and between Pittsburg County Assessor's Office, a political subdivision of the State of Oklahoma, by and through its BOARD OF COUNTY COMMISSIONERS ("County") and Total Assessment Solutions Corp. ("TASC") an Arkansas Corporation, of Glenwood, Arkansas.

**FOR AND IN CONSIDERATION** of their mutual undertakings and of the mutual promises and covenants contained herein, the sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

### ***Section A: Duties of TASC***

- I. TASC agrees to provide the following services for all prior year drilled and producing oil & gas wells, gas plants and/or compressors stations installed from January 1, 2024 thru December 31, 2024 where access is allowed. "The Well List" provided by TASC all other information will be provided by and/or obtained from County filings and/or permits from Assessor, County Clerk and County Commissioner's office.
  - A. GPS the following items with an accuracy rate of within one meter;
    1. Well bores
    2. Compressors
    3. Gas Meters
    4. Pipeline Marker or Crossings
    5. Gas Plants & Compressor Station Sites
  - B. Map, Inspect, Photograph and List and/or inventory oil & gas wells in the following manner:
    1. Well Bores
      - a. Operator name,
      - b. Lease or Location Name
      - c. Legal Description
      - d. Equipment list shall include if obtainable;
        - i. Size
        - ii. Type
        - iii. Make and/or model
        - iv. Any other pertinent information listed on equipment
    2. Compressors, Compressor Stations and Gas Plants
      - a. Operator name
      - b. Lease or Location Name
      - c. Legal Description
      - d. List shall include if obtainable;
        - i. Compressor make and model
        - ii. Engine make and model
        - iii. Manufactured Date
        - iv. Serial number
    3. Gas Meters
      - a. Operator name,
      - b. Lease or Location Name
      - c. Legal Description
      - d. List shall include if obtainable;
        - i. Make and/or model
        - ii. Serial Number
        - iii. Size
        - iv. Any other pertinent information listed on equipment



- II. Value all locally assessed taxable oil & gas equipment along with any wind farm turbine and/or solar equipment if applicable and furnish assessor with all valuations in Excel or Access digital format for each company.
- III. Provide expert testimony on behalf of the County at any or all proceedings on values determined during the service agreement and/or as needed by the County at all District Court or Administrative Hearing Proceedings.
- IV. Provide a dxf or shp file to import into county's existing mapping system, displaying GPS points and associated attributes collected at the time of inspection and described above.
- V. Provide equipment listing in Microsoft Excel and Access format along with all digital photographs of properties inspected and/or reviewed.
- VI. Assist the County Assessor's Office in mapping and appraising pipelines throughout County based on information supplied to the County Assessor's Office from pipeline companies and any other reliable source of information.
- VII. Provide map layer file with all pipeline segments mapped displaying when available pipeline size, type, year, line number, product, owner, operator or any other data obtained to import in County GIS System or Mapping System.

### ***Section B: Terms and Payment***

- I. **Contract Price:** As compensation for the stated services, County agrees to pay Total Assessment Solutions Corp. the sum of thirty-seven thousand five hundred dollars (\$37,500.00).
- II. **Payment:** The above stated contract price shall be payable in four quarterly payments as follows:  
  
August 1, 2025- Nine Thousand Three Hundred Seventy-Five Dollars (\$9,375.00)  
  
October 1, 2025 - Nine Thousand Three Hundred Seventy-Five Dollars (\$9,375.00)  
  
January 1, 2026 - Nine Thousand Three Hundred Seventy-Five Dollars (\$9,375.00)  
  
April 1, 2026 - Nine Thousand Three Hundred Seventy-Five Dollars (\$9,375.00)
- III. **Term:** The term of this contract shall be from July 1, 2025, and/or date of execution until June 30, 2026.
- IV. **Funding:** Notwithstanding any other provision of this agreement, the parties acknowledge and agree that the funds to be paid by the County under the terms of this contract will be available only as appropriated on a fiscal year-to fiscal year basis by properly constituted legal authority. In the event that the County determines that sufficient funds have not been appropriated to make the payments required under the terms of this contract, the obligations of the County under this contract shall terminate. In such event, the County shall give prompt written notice of termination to TASC.
- V. **Termination:** County may terminate at any time with a 30 day notification letter. Final payment will be prorated according to the percent of the current phase of the project completed and approval of the County Assessor.

### ***Section C: Warranties and Representations of TASC***

Notwithstanding anything to the contrary contained in this agreement, County and TASC agree and acknowledge that County is entering into this agreement in reliance on TASC's special and unique abilities and experience with respect to performing the services provided in this Contract. TASC accepts the relationship of trust and confidence established between it and the County by this agreement. TASC covenants with County to use its best efforts, skill, judgment, and abilities to perform the services and to further the interests of the County, and in accordance with the highest professional standards. TASC further represents, covenants and agrees that there are no obligations, commitments or impediments of any kind applicable to TASC that will limit or prevent performance of the services.

All of the services to be furnished by TASC under or pursuant to this agreement shall be of the standard and quality which prevail among such professionals of knowledge skills and experience engaged in practice throughout the United States under the same or similar circumstances involving a project and services such as are described in the contract.

All of the material warranties and representation made by officers, agents and/or representatives of TASC are true and correct and that they have been made in anticipation of the County's reliance upon the truthfulness of them.

IN WITNESS WHEREOF, we set our hands and seal this 30<sup>th</sup> day of June 2025.

BOARD OF COUNTY COMMISSIONER'S

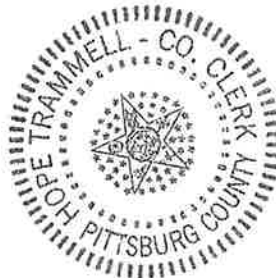
  
FOR THE FIRM

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Mike Hayes

  
COUNTY ASSESSOR

ATTEST:

  
COUNTY CLERK





**JE Systems, Inc.**  
**P.O. Box 6246**

**Fort Smith, AR 72906**

Corporate: (479)783-2756 Fax: (479)782-2800

**Proposal**

**Customer #**

PC4198

**Date**

6/20/2025

**Proposal #**

969921

Service Type : 20 INSP UC

Page # : 1

**Proposal To:**

PITTSBURG COUNTY COURTHOUSE  
115 E CARL ALBERT

MCALISTER OK 74501  
(918)423-4934 Fax: (918)423-7304

**Service Address**

PITTSBURG COUNTY  
115 E CARL ALBERT PKWY, RM 100

\*\*PO REQUIRED\*\*  
MCALISTER OK 74501

Contact	Valid upto	Salesperson 1	Salesperson 2	Service Location
SANDRA CRENSHAW	7/30/2025	TYSON JORDAN		PITTSBURG COUNTY COURTHOUSE - A103861

**Directions:**

**Work to be performed:**

ARK CONTRACTORS LIC. # 0142850306  
OK STATE FIRE ALARM LIC #882

ARK. STATE FIRE ALARM LIC. # E03-81

WE PROPOSE TO TEST AND INSPECT THE FOLLOWING:  
2025 ANNUAL FIRE ALARM TEST AND INSPECTION  
PITTSBURG COUNTY COURTHOUSE  
115 EAST CARL ALBERT PKWY  
MCALISTER OKLAHOMA, 74501

\*INSPECTION AND TESTING WILL BE PERFORMED IN ACCORDANCE WITH NFPA 72 TESTING METHODS.\*

\*INSPECTION WILL BE SCHEDULED IN ADVANCE BY J.E. SYSTEMS. WHEN THE DATE/TIME ARE AGREED UPON, PLEASE MAKE SURE A REPRESENTATIVE FROM YOUR COMPANY IS AVAILABLE TO GRANT ACCESS TO ALL AREAS OF THE BUILDING(S) TO BE INSPECTED.

IF ANY OF THE DEVICES TO BE TESTED/INSPECTED ARE OUT OF REASONABLE REACH USING COMMON LADDERS (INCLUDING ELEVATOR SHAFTS, CONFINED SPACES, ETC.), YOUR COMPANY WILL BE RESPONSIBLE FOR PROVIDING SAFE ACCESS TO THESE DEVICES UNLESS SPECIFICALLY NOTED.\*

\*THIS QUOTE PROVIDES ANNUAL TESTING AND INSPECTIONS ONLY FOR THE ABOVE LISTED SYSTEMS AND/OR EQUIPMENT (NO SENSITIVITY, SEMI-ANNUAL OR QUARTERLY INSPECTIONS ARE INCLUDED UNLESS SPECIFICALLY LISTED ABOVE). NO PARTS OR LABOR FOR DEFICIENCY REPAIR/REPLACEMENT ARE INCLUDED IN THIS QUOTE UNLESS SPECIFICALLY LISTED ABOVE.\*

BILLING IS TO BE ON A PROGRESSIVE PERCENTAGE BASIS. PAYMENT FOR EQUIPMENT AND SERVICES DELIVERED AND BILLED BY THE 25TH OF ANY MONTH WILL BE DUE AND PAYABLE, IN OUR OFFICE, BY THE 15TH OF THE FOLLOWING MONTH.

WE ARE A NON UNION COMPANY. OUR QUOTATION IS FIRM FOR 30 DAYS FROM THE DATE OF THIS PROPOSAL, AFTER WHICH IT WILL BE SUBJECT TO REVIEW.

REGULATED BY: ARKANSAS BOARD OF PRIVATE INVESTIGATORS AND PRIVATE  
SECURITY AGENCIES  
#1 STATE POLICE PLAZA DRIVE  
LITTLE ROCK, AR. 72209 (501) 618-8600



JE Systems, Inc.  
P.O. Box 6246

Fort Smith, AR 72906

Corporate: (479)783-2756 Fax: (479)782-2800

**Proposal**

Customer #

PC4198

Date

6/20/2025

Proposal #

969921

Service Type : 20 INSP UC

Page # : 2

Proposal To:

PITTSBURG COUNTY COURTHOUSE  
115 E CARL ALBERT

MCALESTER OK 74501  
(918)423-4934 Fax: (918)423-7304

Service Address

PITTSBURG COUNTY  
115 E CARL ALBERT PKWY, RM 100

\*\*PO REQUIRED\*\*  
MCALESTER OK 74501

Contact	Valid upto	Salesperson 1	Salesperson 2	Service Location
SANDRA CRENSHAW	7/30/2025	TYSON JORDAN		PITTSBURG COUNTY COURTHOUSE - A103861

Directions:

WE PROPOSE hereby to furnish this material and labor-complete in accordance with above specifications for the sum of:

0% Deposit: \$0.00

Balance : \$2,105.00


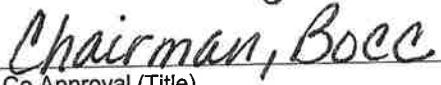
PLUS TAX IF APPLICABLE

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be done only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Compensation Insurance.

**ACCEPTANCE OF PROPOSAL:**

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

  
Signature(Title)

  
Authorized Co. Rep  
  
Co Approval (Title)

**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  
05/31/2025  
Account No: 519

Previous Balance	Fees	Expenses	Advances	Payments	Balance
PLE, Scissortail, and Petrolink					
4,796.25	0.00	0.00	0.00	-4,346.25	<u>\$450.00</u>

**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  
05/31/2025  
Account No: 519

Previous Balance	Fees	Expenses	Advances	Payments	Balance
PLE, Scissortail, and Petrolink [REDACTED]	0.00	0.00	0.00	[REDACTED]	<u>\$450.00</u>

**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  
05/31/2025  
Account No: 519-09  
Statement No: 30408

PLE, Scissortail, and Petrolink

	Previous Balance		[REDACTED]
		<u>Payments</u>	
05/22/2025	[REDACTED] - Warrant #3840		[REDACTED]
05/22/2025	[REDACTED] - Warrant #3840		[REDACTED]
	[REDACTED]		[REDACTED]
	Balance Due		<u>\$450.00</u>

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"

Muskogee Communications, Inc.

# Estimate

P.O. Box 1613  
Muskogee, OK 74402

DATE	ESTIMATE NO.
6/25/2025	4117

NAME / ADDRESS
Pittsburgh County Emergency Management 705 EOC Drive McAlester, Ok 74501

DESCRIPTION	QTY	COST	TOTAL
SHADY GROVE REPEATER			
DB224A DIPOLE OMNI BASE ANTENNA	1	1,900.00	1,900.00
ANTENNA MOUNTING HARDWARE	1	100.00	100.00
AVA5-50 7/8: HELIAX	350	6.60	2,310.00
7/8 EZNF 7/8: HELIAX CONN	2	21.00	42.00
7/8: GROUND KIT	3	25.00	75.00
WEATHER PROOFING KIT	1	25.00	25.00
ENTRY PORT ASSEMBLY	1	120.00	120.00
IS-B50LN-C2-MA POLYFASER	1	108.00	108.00
FSJ4-50 1/2: SUPER FLEX COAX	25	2.80	70.00
ANDF4PNMV2-HC 1/2" N MALE CONN	2	25.00	50.00
RACK	1	409.00	409.00
RACK SHELF	1	250.00	250.00
RACK MOUNT SURGE STRIP	1	250.00	250.00
GROUNDING SUPPLY	1	50.00	50.00
BATTERY	2	250.00	500.00
PMKN4297 BATTERY BACK UP CABLE	1	91.00	91.00
TPRD1554 DU[PLEXER	1	3,675.00	3,675.00
RF JUMPER	1	75.00	75.00
SLR8000 REPEATER 100 WATT VHF	1	7,781.00	7,781.00
License Fee	1	800.00	800.00
Shipping Charges	1	500.00	500.00
TOWER CREW	1	5,000.00	5,000.00
RADIO TECH	1	1,000.00	1,000.00
VALID FOR 30 DAYS		<b>TOTAL</b>	\$25,181.00

Remit purchase orders to: [jeanetta@muskogeecomm.org](mailto:jeanetta@muskogeecomm.org)





**Stolz Telecom**

# Estimate

# EST-008536

**Bill To**  
**Pittsburg County Emergency Management**  
705 Eoc Dr  
McAlester, Oklahoma 74501  
U.S.A

Estimate Date : June 19, 2025

Expiration Date : September 25, 2025

Salesperson : James McKay

Contract : NASPO SW1053K

**Ship To**  
705 Eoc Dr  
McAlester, Oklahoma 74501  
U.S.A

Delivery Preference : Best Way Ground

#	Item & Description	Qty	Rate	Amount
<b>KENWOOD NXR-1700E VHF ANALOG/ DMR REPEATER</b>				
1	NXR-1700E Repeater, Analog, VHF, 136-174MHz, 1-50W	1.00	1,740.20	1,740.20
2	KWD-NX10DCK License Key for DMR Tier 2 Conventional	1.00	355.76	355.76
3	L-1900 Factory Activation of NXR-1x00 Feature Licenses (per Repeater) Note: Must purchase Repeater Feature Licenses separately. KPT-300LMC's History Menu will not display the Repeater Features activated by Factory	1.00	129.70	129.70
4	28-37-07A Duplexer, 144-174 MHz, Vari-Notch, 3.0 MHz Min Separation, 19" Rack Mount	1.00	2,275.00	2,275.00
5	CMD620-3AN 150.5-158.5 MHz 5dB Fiberglass Rugged Omni Base Antenna	1.00	2,560.00	2,560.00
6	SLXSEC-40BRM 12VDC,40 Amp,Rack Mount Power Supply, w/ N=1 Redundancy	1.00	776.33	776.33
7	BUDRR-1369-BT Open Relay Rack 77" x 19", Black Finish	1.00	745.96	745.96
8	BUDSA-1749-BT 10"(D) x 5.25"(H) 19" Rack Black Ventilated Equip Shelf	2.00	103.21	206.42
9	8G4D 12VDC 210AH @100 Hr Rate 20.75"x8.50"x10.00". L Terminals.	1.00	1,424.94	1,424.94

#	Item & Description	Qty	Rate	Amount
10	60020 4 gauge 175 amp 12 feet quick connect booster harness with dust cover	2.00	48.10	96.20
11	RFSLCF78-50JA-A7 7/8" CELLFLEX Low Loss Foam Coaxial Cable	350.00	8.37	2,929.50
12	RFSNF-LCF12-C02-6 N-Female for LCF12-50 & ICA12-50 Series, Captive Pin for 1/2" Coaxial Cable	1.00	17.98	17.98
13	RFSNM-LCF12-C02-6 N-Male for LCF12-50 & ICA12-50 Series, Captive Pin for 1/2" Coaxial Cable	1.00	17.98	17.98
14	POLIS-50NX-C2-MA 125-1000 MHz Flange Mount Coax Protector, N(F) Eq-N(M) Ant	1.00	91.98	91.98
15	ANDSG12-12B2U 1/2" Corrugated/Smoothwall Coax Snap-On Ground Kit, 4' Lead, Unattached 2-Hole Lug	1.00	25.60	25.60
16	IZY6-38-I #6 AWG Lug One 3/8" Hole, Long Barrel, Windowed	2.00	3.40	6.80
17	INFMT-585-T #2 AWG Solid Tinned Copper Ground Wire	20.00	5.01	100.20
18	IZY2S2-38U #2 Solid Lug, Two 3/8" Holes, Univ Spacing 3/4" to 1" OC	1.00	4.22	4.22
19	RFSLCF12-50J-P7 1/2" CELLFLEX Low Loss Foam Coaxial Cable	40.00	4.33	173.20
20	TIMEZ-400-NMH-X Connector, N-Male Crimp Hex/Knurled Nut for LMR400, Non-Solder Pin	1.00	15.76	15.76
21	TIMEZ-400-NMH-RA-X Conn, N-Male Right Angle Crimp Captivated Pin for LMR400	1.00	31.20	31.20
22	INSTALL-MISC Install, Misc Material, connectors, grounding, conduit etc	1.00	500.00	500.00
23	FCF Frequency Coordination Fee	1.00	800.00	800.00
24	ST ETL-OK Electronics Technician Labor- Installation	1.00	2,400.00	2,400.00
25	ST EL External Labor- tower crew	1.00	7,800.00	7,800.00
Sub Total				25,224.93
Total				<b>\$25,224.93</b>

## Notes

Looking forward to your business.

Please advise if you have any questions. Your estimate can be viewed, printed and downloaded as a PDF from the link below. If accepting the estimate, please reply to this email with a copy of your Purchase Order, or a PDF copy of the signed estimate.

## Terms & Conditions

**ORDERING** – Stolz Telecom reserves the right to accept or reject any order, in our sole discretion. Order acceptance is expressly limited by and to the terms and conditions stated herein, which supersede any terms and conditions set forth in any document you provided to us. The minimum order value is \$50.00 and orders may be either shipped complete or shipped allowing for backorder merchandise, at our option. Orders may also be picked-up at our facilities or be staged for delivery / pick-up at a future date by advance arrangement.

**PRICING** – Prices are subject to change, without advance notice, and are exclusive of any applicable sales or other taxes, freight, handling and insurance charges. Freight quotations are provided as estimates only – actual freight charges are determined at the time of shipping and may differ from the amount originally quoted.

**PAYMENT TERMS** - We accept Visa and MasterCard credit cards at the point of sale. For information on establishing an open account with us, please contact our Credit Department at 877.457.2262. For amounts due on account, Check is accepted. Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% monthly finance charge.

**TAXES** - If applicable, sales tax will be added to your invoice unless an acceptable resale tax exemption certificate is provided.

**DELIVERY** – We will make reasonable efforts to meet delivery and performance dates, but we are not liable for delays due to causes beyond our control. We will endeavor to ship all orders for in-stock merchandise placed before 2:00 PM each day. Orders requiring cable processing, component assembly or specialized packaging may require extra processing time. Will Call pick-up service is also available by advance arrangement.

**SHIPMENT & RISK OF LOSS** - Domestic U.S. orders are tendered to carrier with freight prepaid and billed to you, unless otherwise specified at time of quotation. We will prepay and bill to you all shipping, handling and insurance charges on all domestic orders, unless otherwise specified at the time of the order. We reserve the right to choose the freight carrier unless otherwise specified by you, the customer. International orders are tendered as EXW Origin (Incoterms 2010) and will be shipped via Collect or 3rd-party freight terms via your preferred carrier or shipped to your freight forwarder with any freight charges prearranged by you. Export packaging is available at an additional charge. You will be responsible for all insurance, customs, and duty charges. For domestic and international orders, title and risk of loss shall pass to you upon delivery to carrier, risk of loss or damage from point of shipment shall fall upon you and it is your responsibility to file all claims with the carrier.

**DAMAGES IN TRANSIT/CLAIMS** – All shipments must be thoroughly inspected for visible damage and completeness by the recipient before accepting delivery from the carrier. If any damage is found or a shortage determined, the delivery bill-of-lading should be A) noted as such prior to acceptance or B) the shipment may be partially or completely refused. If no exceptions are noted at the time of receipt, the delivery will be deemed as "accepted in good condition" by you, releasing the carrier and us from further liability or recourse. Any claims for concealed damage or material shortages must be promptly reported to us within 24 hours of the receipt.

**CUSTOM PRODUCTS & ASSEMBLIES** – We require an engineering and purchasing approval sign-off for special orders and custom products, including non-stock cable assemblies. All such items are considered non-cancelable, non-returnable and non-refundable, unless defective. Any such defective items will be repaired or replaced only, at our option.

**WARRANTIES** - All warranty items shall be repaired, replaced or credited in accordance with the manufacturer's warranty policy. Any warranty, expressed or implied, is set forth and limited by and to the manufacturer's written warranty policy on the products that we sell. STOLZ TELECOM MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS IT SELLS OR THE SUITABILITY OR FITNESS OF A PRODUCT FOR ANY PARTICULAR PURPOSE OR USE.

**SPECIFICATIONS** – All product specifications represented are derived from the manufacturer. Changes in specification and / or design by the manufacturer may occur at any time, without advance notice.

**CHANGES / CANCELLATIONS** – Orders may not be cancelled or modified, either in whole or in part, without our written consent, and may then be subject to payment of a reasonable charge for costs incurred in cancelling or modifying the order.

**RETURN POLICY** – Before any merchandise may be returned, a Return Goods Authorization (RGA) number must be obtained. An RGA may be requested by calling 877.457.2262 or by e-mailing Orders@StolzTele.com. All inquiries will be evaluated and a determination will be made to approve, or deny, the request within 3 business days. If approved, an RGA number and set of return instructions will be provided by our Customer Service Department. All requests to return merchandise must be made within 30 days from the date of purchase and RGA's are valid for 30 days only. It is your responsibility to coordinate return logistics and you will be responsible for any associated shipping charges. All returned items will be thoroughly inspected to validate its condition. In-store credit will be issued for items that are returned complete & unused, in the original manufacturers' packaging, in like-new condition. Any returned goods received by us in unsatisfactory condition will be returned to you. Authorized returns are subject to a restocking fee of no less than 20%. Special orders, cut-to-length cable and made-to-order jumper assemblies are non-returnable.

**DEFECTIVE MERCHANDISE POLICY** - An RGA may also be obtained, per above, to facilitate the servicing of an item that is inoperable due to a possible manufacturing concern. When requesting service for a warranty-related matter, a detailed report of the defective issue must be included. An RGA number and set of return instructions will be provided by our Customer Service Department. Reportedly defective items will be returned to and evaluated by the Original Equipment Manufacturer (OEM). Upon their verification of a warrantable defect, such item(s) will be repaired, replaced or credited as determined by the OEM's warranty policy.

**LIMITATION OF LIABILITY** - In no event shall we be liable to you, under any cause of action or claim of any nature whatsoever, regardless of whether characterized as tort, negligence, contract, warranty, or otherwise, (A) for any loss of profits or other economic loss, including, but not limited to, such losses as: (i) wages paid to Buyer's employees or other manual labor costs, (ii) lost revenue, (iii) lost use of equipment, (iv) purchase, lease, or other acquisition of replacement or temporary equipment, facilities or services, (v) cost of capital or (vi) costs or losses relating to downtime, or (B) any other indirect, special, consequential, punitive, exemplary or other similar damages arising out of any claim relating to Buyer's purchases of goods or services gives rise to Stolz Telecom's liability to Buyer.

**AMENDMENTS** - You agree to be bound by these Terms and Conditions in effect at the time of purchase. You also agree that we may change any of the Terms and Conditions upon 15 days written notice to you and that such changed Terms and Conditions **will** apply to any subsequent transactions with us. Additionally, you agree that in the event that any portion of these Terms and Conditions are found to be unenforceable, the remainder will remain in full force and effect.

**GOVERNING LAW** - These Terms and Conditions shall be governed by and construed in accordance with laws of the State of Oklahoma for agreements to be performed entirely within the State of Oklahoma, and the State of Texas for agreements to be performed entirely within the State of Texas without regard to choice of law provisions.

**GENERAL** - You acknowledge that you have read these Terms and Conditions, understand them and agree to be bound by such Terms and Conditions. All typographical errors are subject to correction.



*McAlester/Pittsburg County  
Emergency Management*

26 Jun 2025

**To:** Board of Pittsburg County Commissioners  
**From:** Leonard C. Baughman, Director, Pittsburg County Emergency Management  
**Date:** 26 Jun 2025  
**Subject:** Attempt to Obtain Third Bid for Repeater Site at Shady Grove Tower

Dear Board Members,

I am writing to inform you of my continued efforts to obtain a third bid for the construction of the new repeater site at the Shady Grove Tower. This site will support the Commander 10 system, which is responsible for transmitting activation tones to all tornado sirens across Pittsburg County.

On 18 Jun 2025, at approximately 1550 hours, I contacted Alexander Wilson with BEARCOM and left a voicemail at (918) 663-0172. In the message, I requested that he contact the Pittsburg County Emergency Management Office regarding the opportunity to submit a bid for this project.

On 25 Jun 2025, at approximately 0953 hours, I again contacted Mr. Wilson and left a second voicemail at the same number. I repeated the request for BEARCOM to reach out to our office regarding this bidding opportunity.

As of 0936 hours on June 26, 2025, our office has still not received any response from Mr. Wilson or BEARCOM.

Please advise if any further action is required on this matter.

Respectfully,

Leonard C. Baughman  
Director  
Pittsburg County Emergency Management

## ESTIMATE

OmniWarn Public Safety  
916 Bridon Cir Ste 110  
Yukon, OK 73099-2255

sales@omni-warn.com  
+1 (833) 360-9276  
www.omni-warn.com



### Bill to

Pittsburg County, Oklahoma  
Pittsburg County, Oklahoma

### Estimate details

Estimate no.: QT-2025-0062  
Estimate date: 06/25/2025

Reference : Radio Reprogramming (County)

#	Product or service	Description	Qty	Rate	Amount
1.	SVR-SIRENTECH2	Siren Tech II (Journeyman) (Per Hour) - Federal Signal factory trained and certified technician.  Reprogramming of all Pittsburg County Siren Radios. (8 Sirens)	8	\$136.00	\$1,088.00
Total					\$1,088.00

### Note to customer

We appreciate the opportunity to quote your project!

Accepted date

Accepted by

## ESTIMATE

OmniWarn Public Safety  
916 Bridon Cir Ste 110  
Yukon, OK 73099-2255

sales@omni-warn.com  
+1 (833) 360-9276  
www.omni-warn.com



### Bill to

Pittsburg County, Oklahoma  
Pittsburg County, Oklahoma

### Estimate details

Reference : Tannehill OK

Estimate no.: QT-2025-0041

Estimate date: 06/06/2025

#	Product or service	Description	Qty	Rate	Amount
1.	SVR-DIGGERDERRICK	(TK-IO-CUSTINS) Digger Derrick with Operator (Per Hour)	12	\$208.00	\$2,496.00
2.	SVR-LGBUCKETTRUCK	(TK-IO-CUSTINS) Large Bucket Truck with Operator (Per Hour)	12	\$192.00	\$2,304.00
3.	SVR-SIRENTECH2	Siren Tech II (Journeyman) (Per Hour) - Federal Signal factory trained and certified technician.	12	\$136.00	\$1,632.00
4.	EQP-SOLARKIT	(TK-IO-CUSTINS) Solar Power Kit - 48VDC, (2) Sunwise Solar Panels, (2) Galvanized U-Bolts, (1) Side of Pole Solar Panel Mount, (1) SmartSolar Charge Controller,	1	\$2,015.00	\$2,015.00
5.	SUP-M24M680	18 MONTH - MARINE (M24) BATTERY	2	\$145.00	\$290.00
Subtotal					\$8,737.00
Shipping					\$225.00
Total					<b>\$8,962.00</b>

### Note to customer

We appreciate the opportunity to quote your project! This quote is for installing (1) existing siren in Tannehill, Pittsburg County OEM to provide existing whelen siren for us to install and interface into county CommanderOne system.

Accepted date

Accepted by

## ESTIMATE

OmniWarn Public Safety  
916 Bridon Cir Ste 110  
Yukon, OK 73099-2255

sales@omni-warn.com  
+1 (833) 360-9276  
www.omni-warn.com



### Bill to

Pittsburg County, Oklahoma  
Pittsburg County, Oklahoma

### Estimate details

Estimate no.: QT-2025-0061  
Estimate date: 06/25/2025

Reference : Frink Chambers

#	Product or service	Description	Qty	Rate	Amount
1.	SVR-DIGGERDERRICK	(TK-IO-CUSTINS) Digger Derrick with Operator (Per Hour)	12	\$208.00	\$2,496.00
2.	SVR-LGBUCKETTRUCK	(TK-IO-CUSTINS) Large Bucket Truck with Operator (Per Hour)	12	\$192.00	\$2,304.00
3.	SVR-SIRENTECH2	Siren Tech II (Journeyman) (Per Hour) - Federal Signal factory trained and certified technician.	12	\$136.00	\$1,632.00
4.	EQP-SOLARKIT	(TK-IO-CUSTINS) Solar Power Kit - 48VDC, (2) Sunwize Solar Panels, (2) Galvanized U-Bolts, (1) Side of Pole Solar Panel Mount, (1) SmartSolar Charge Controller.	1	\$2,015.00	\$2,015.00
5.	SUP-M24M680	18 MONTH - MARINE (M24) BATTERY	2	\$145.00	\$290.00
6.	Wood utility	TK-IO-CUSTINS-WP50 : 50ft Class 2 Wooden Utility Pole	1	\$1,500.00	\$1,500.00

Subtotal \$10,237.00

Shipping \$225.00

### Note to customer

We appreciate the opportunity to quote your project! This quote is for installing (1) existing siren in Tannehill, Pittsburg County OEM to provide existing whelen siren for us to install and interface into county CommanderOne system.

**Total \$10,462.00**

Accepted date

Accepted by



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

**SELF-INSURED GROUP**

Be it remembered that on the 30th day of June, 2025, at a regular meeting of the Board of County Commissioners of PITTSBURG County ("County"), the following RESOLUTION was presented, read and adopted:

**RESOLUTION**

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

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

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

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY

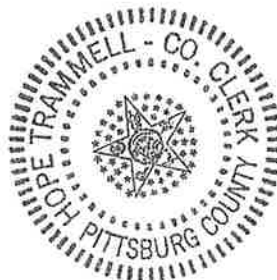
  
Chairman

  
Member

  
Member

Attest:

  
County Clerk



# ACCO SIG 2025-2026 PROPERTY & LIABILITY QUOTE FOR Pittsburg County

**PER OCCURRENCE DEDUCTIBLE                      25,000**

<b>DEDUCTIBLE FUND ACCOUNT DEPOSIT</b>	<b>\$ 100,000</b>
<b>LIABILITY PREMIUM</b>	<b>\$ 205,406</b>
<b>PROPERTY PREMIUM</b>	<b>\$ 343,132</b>
<b>OPTION #1 PAYMENT</b>	<b>\$ 648,538</b>

## **OPTION #2 PAYMENT**

**1ST PAYMENT = \$ 324,269**

**2ND PAYMENT = \$ 332,497**

**GRAND TOTAL OPTION #2 PAYMENT \$ 656,766**

**INTENT TO PARTICIPATE IN ACCO-SIG  
(Property/Liability)**

**PITTSBURG COUNTY**

**2025-2026**

**Payment Options:**

**Decision: (mark X)**

**Payment Option – 1**

Payment due in full by July 31, 2025

**Payment Option – 2**

1<sup>st</sup> Installment due July 31, 2025

2<sup>nd</sup> Installment due Jan. 31, 2026

\_\_\_\_\_  
X  
\_\_\_\_\_

For binding coverage effective July 1, 2025 through June 30, 2026, ACCO-SIG accepts and authorizes issuance of the Association of County Commissioners of Oklahoma – Self Insured Group, Property & Liability policy incorporating the above payment option.

  
\_\_\_\_\_  
Chairman

Attest:   
\_\_\_\_\_

  
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member



**CITY COUNTY AGREEMENT FOR A JOINT CIVIL DEFENSE/EMERGENCY  
MANAGEMENT ADMINISTRATION**

THIS AGREEMENT MADE AND ENTERED INTO THIS 1<sup>st</sup> DAY OF July,  
2025, BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF PITTSBURG  
COUNTY OF OKLAHOMA, HEREINAFTER CALLED COUNTY, AND KREBS, OKLAHOMA,  
HEREINAFTER CALLED CITY.

WHEREAS,  
THE LEGISLATURE HAS PASSED AN ACT KNOWN AS THE OKLAHOMA CIVIL DEFENSE  
ACT OF 1957 AS AMENDED BY SENATE BILL 212 OF THE 17<sup>TH</sup> LEGISLATURE,  
AUTHORIZING COOPERATION BETWEEN CITY, COUNTY, STATE AND FEDERAL  
GOVERNMENTS TO CARRY OUT THE OBJECTIVES AND PURPOSE OF AN EMERGENCY  
MANAGEMENT PROGRAM, AND

WHEREAS,  
THE SAME ACTS AUTHORIZE THE CITY AND COUNTY TO APPROPRIATE FUNDS FOR  
EMERGENCY MANAGEMENT AND DISASTER PURPOSES,

NOW,  
THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

**I.  
VALIDATION**

THAT THE EXISTING JOINT EMERGENCY MANAGEMENT ADMINISTRATION BE  
EXTENDED AND RECOGNIZED TO BE THE JOINT EFFORT OF THE CITY AND COUNTY.

**II.  
EXPENSES**

THE PARTIES HERETO WILL SHARE IN THE EXPENSES OF CARRYING ON A  
COMPREHENSIVE EMERGENCY MANAGEMENT PROGRAM INCLUDING AND  
EXTENDING BEYOND THE INITIAL CONTRACT AND AGREE TO PROVIDE IN THE  
BUDGETS OF EACH SUFFICIENT FUNDS WITH WHICH TO CARRY OUT THIS PROGRAM  
OF EMERGENCY MANAGEMENT FOR CITY AND COUNTY AND ANY ADJACENT AREAS  
DEEMED NECESSARY.

**III.**  
THE DIRECTOR IS INSTRUCTED TO CARRY OUT PLANS WITH THE STATE OFFICE OF  
EMERGENCY MANAGEMENT IN COOPERATING WITH THE FEDERAL GOVERNMENT  
AND TO MAKE AVAILABLE TO THE CITY AND COUNTY PROGRAM THE BENEFITS OF PL  
85-606.

**IV.  
FINANCIAL TRANSACTIONS**

RECEIPT AND EXPENDITURE OF ALL FUNDS WILL BE HANDLED IN CONFORMITY  
WITH THE FINANCIAL PLAN FOR THE COUNTY/CITY EMERGENCY MANAGEMENT  
ORGANIZATION, IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAWS,  
RULES AND REGULATIONS.

**BUDGETS**

THE EMERGENCY MANAGEMENT ADMINISTRATION SHALL, PRIOR TO THE  
BEGINNING OF EACH FISCAL YEAR, SUBMIT TO THE CITY AND THE COUNTY THE  
PROSPECTIVE BUDGET FOR ITS OPERATION FOR THE COMING YEAR.

The City of Krebs shall compensate Pittsburg County Emergency Management in the

amount of \$9,581.80 for the fiscal year 2025/2026, beginning July 1, 2025 ending June 30, 2026. The Emergency Operation Center's (EOC) support and special staff members, who have skills and training in areas needed to provide a total response to an emergency, may assist the City of Krebs emergency service coordinators in the accomplishment of their duties, perform functions within the EOC to enhance efficiency, or perform critical tasks outside the scope of government departments. Additionally, any Management Costs (Category Z) reimbursed by FEMA for the cost of making FEMA claims for the City of Krebs shall be reimbursed to Pittsburg County Emergency Management.


#### TASK ASSIGNMENTS AND RESPONSIBILITIES

1. EMERGENCY MANAGEMENT DIRECTOR is responsible for:

- A. Coordination of all phases of emergency management.
- B. EOC communication capability.
- C. Public information and education.
- D. EOC operation.
- E. Comprehensive emergency management planning.
- F. EOC staff training.
- G. Warning system planning.
- H. Damage assessment training.

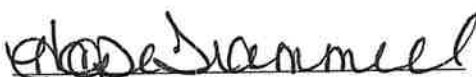
WITNESS OUR HANDS THIS DAY AND YEAR FIRST ABOVE WRITTEN.


  
Charlie Rogers  
Chairman, Bd of County  
Commissioners

  
Tommy Walker  
City Mayor

Attest:

Attest:

  
Hope Trammell  
County Clerk

  
Cindy Cooper  
City Clerk



# Solid Waste Request Form

08012024 OCCEDB Approved

Requesting FY: 2026

County Name: **Pittsburg**

## Instructions on filling out the form:

- One form per county.
- Each District may apply for **any or all** Items listed under "Equipment, Dump Roll Off/Illegal Dump Site Cleanup."
- **Environmental Officer – all districts must opt-in to be considered.**
- Place a checkmark ✓ by each item the district would like to apply for.

Should you have a specific requesting amount, please note the dollar amount next to the item, for example:



Chainsaw - \$1,500

### District #1

#### **Equipment**

✓ Chipper \$ \$30,000.00

\_\_\_ Mulching Head \$ \_\_\_\_\_

\_\_\_ Trailer \$ \_\_\_\_\_

\_\_\_ Chainsaw \$ \_\_\_\_\_

\_\_\_ Dump Roll Off/Illegal  
Dump Site Cleanup \$ \_\_\_\_\_

\_\_\_ Environmental Officer

### District #2

#### **Equipment**

✓ Chipper \$ \$30,000.00

\_\_\_ Mulching Head \$ \_\_\_\_\_

\_\_\_ Trailer \$ \_\_\_\_\_

\_\_\_ Chainsaw \$ \_\_\_\_\_

\_\_\_ Dump Roll Off/Illegal  
Dump Site Cleanup \$ \_\_\_\_\_

\_\_\_ Environmental Officer

### District #3

#### **Equipment**

✓ Chipper \$ \$30,000.00

\_\_\_ Mulching Head \$ \_\_\_\_\_

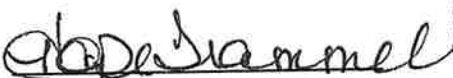
\_\_\_ Trailer \$ \_\_\_\_\_

\_\_\_ Chainsaw \$ \_\_\_\_\_

\_\_\_ Dump Roll Off/Illegal  
Dump Site Cleanup \$ \_\_\_\_\_

\_\_\_ Environmental Officer

In Witness Whereof, the Pittsburg County Board of County Commissioners have executed this requests and signed 6/30/25 day.

  
County Clerk

6/30/25

Date



  
County Commissioner

  
County Commissioner

  
County Commissioner

**Requests forms are due June 30<sup>th</sup> of each year**

## Process to submit form:

- Run this form through the requesting County BOCC.
- Once the form has been run through the County BOCC, submit the executed form to [Melindaa@okacco.com](mailto:Melindaa@okacco.com)
- Funds are not guaranteed.
- **DO NOT make any purchases until an award letter has been received by the awarded county.**

For Policies, announcements, FY awardees and other information please visit <https://www.occedb.org/solid-waste-program.html>



# TENTATIVE BUDGET

## PITTSBURG COUNTY ANIMAL SHELTER

FISCAL YEAR 2025-2026

ACCOUNT NAME	ACCOUNT#	AMOUNT	
		BUDGETED	FIRST HALF
PERSONAL SERVICES	1316-1-8020-1110	\$ 241,628.16	\$ 120,814.08
HEALTH INSURANCE	1316-1-8020-1222	\$ 82,682.88	\$ 41,341.44
UNEMPLOYMENT TAXES	1316-1-8020-1233	\$ 2,500.00	\$ 2,500.00
WORKERS COMP	1316-1-8020-1234	\$ 4,000.00	\$ 2,000.00
TRAVEL	1316-1-8020-1310	\$ 200.00	\$ 100.00
MAINTENANCE & OPERATIONS	1316-1-8020-2005	\$ 180,000.00	\$ 90,000.00
CAPITAL OUTLAY	1316-1-8020-4110	\$ 10,000.00	\$ 5,000.00
PROPERTY INSURANCE	1316-1-8020-2065	\$ 16,000.00	\$ 8,000.00
TOTAL "TENTATIVE" BUDGET		\$ 537,011.04	\$ 269,755.52

FY 2024-2024

We, the Board of County Commissioners of Pittsburg County, do hereby approve the Account Names Account Numbers and Amounts Budgeted as the Animal Shelter M&O "Tentative" Budget for the First Half of the Fiscal Year of 2025-2026.

Passed and Adopted this 30th day of June, 2025

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

  
CHAIRMAN

ATTEST:

  
VICE-CHAIRMAN

  
MEMBER

  
COUNTY CLERK





TENTATIVE BUDGET

PITTSBURG COUNTY JAIL

FISCAL YEAR 2025-2026

ACCOUNT NAME	ACCOUNT#	AMOUNT	
		BUDGETED	FIRST HALF
PERSONAL SERVICES	1315-2-8034-1110	\$ 903,878.05	\$ 451,939.03
PERSONAL SERVICES - MAINTENANCE	1315-2-8033-1110	\$ 44,241.20	\$ 22,120.60
TRAVEL	1315-2-8034-1310	\$	
MAINTENANCE & OPERATIONS	1315-2-8034-2005	\$ 130,000.00	\$ 65,000.00
INMATE GROCERIES	1315-2-8034-2012	\$ 90,000.00	\$ 45,000.00
CAPITAL OUTLAY	1315-2-8034-4110	\$ 10,000.00	\$ 5,000.00
INMATE MEDICAL	1315-2-8034-2011	\$ 30,000.00	\$ 15,000.00
PROPERTY INSURANCE	1315-2-8034-2065	\$ 45,000.00	\$ 22,500.00
WORKERS COMP	1315-2-8034-1234	\$ 45,000.00	\$ 22,500.00
HEALTH INSURANCE	1315-2-8034-1222	\$ 158,526.36	\$ 79,263.18
RETIREMENT	1315-2-8034-1221	\$ 148,083.88	\$ 74,041.94
UNEMPLOYMENT	1315-2-8034-1233	\$ 7,000.00	\$ 3,500.00
TOTAL "TENTATIVE" BUDGET FY 2024-2025		\$ 1,611,729.49	\$ 805,864.75

We, the Board of County Commissioners, Pittsburg County, do hereby approve the Account Names, Account Numbers and Amounts Budgeted as the Jail M&O "Tentative" Budget for the First Half of Fiscal Year of 2025-2026.

Passed and Adopted this 30th day of June, 2025.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

  
CHAIRMAN

  
VICE-CHAIRMAN

  
MEMBER



ATTEST:

  
COUNTY CLERK



**STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION  
COUNTY ACTION REPORT**

County Pittsburg Date of Action 06/30/2025  
Length 1.010 Miles Commissioner District Number 2  
Type of Action: Addition ☒ Removal ☐ Abandonment ☐


**LOCATION OF COUNTY ROAD**


Please write out the County Road's location using the County Grid Coordinates and include a map of the location with the Road highlighted.  
E151 Road, a.k.a. Wimberly Road, beginning at 34°49'32.39"N, 96°2'23.19"W and ending at  
34°49'58.49"N, 96°1'19.72"W


**VERIFICATION OF NEW COUNTY ROADS**

We, the undersigned County Commissioners for PITTSBURG County, do hereby certify the action as reported on this form and that any roads reported as an addition to the County Road System comply with the definition of a public road by being located on either existing section line right-of-way, public right-of-way through adverse possession or other dedicated right-of-way of record and are open for public travel at all times. These roads are maintained by the County and are eligible for inclusion in the County's certified road mileage.

Signed: 06 30 2025  
Month Day Year

  
Commissioner District 4

  
Commissioner District 2

  
Commissioner District 3

**Department Use Only**

Date Reviewed: \_\_\_\_\_  
Month Day Year

Reviewed By \_\_\_\_\_

**RETURN BY**



Email: GIS@odot.ok.gov  
Mail: Geospatial Data Management Division

Oklahoma Department of Transportation  
200 NE 21<sup>st</sup> Street  
Oklahoma City, OK 73105

## Wimberly Road

Write a description for your map.

### Legend

-  Feature 1
-  Untitled Path

Wimberly Road En

wimberly road start

4000 ft



Google Earth

Image © 2025 Airbus

**PROJECT AGREEMENT**  
**BY AND BETWEEN PITTSBURG COUNTY**  
**AND**  
**THE OKLAHOMA DEPARTMENT OF TRANSPORTATION**  
**FOR THE CONSTRUCTION OF**  
**LAKE ACCESS PROJECT**  
**PROJECT NO. SAP-261D(129)LG**  
**J/P NO. 38850(04)**

**AGREEMENT**

This Agreement, made the day and year last written below, by and between Pittsburg County, hereinafter referred to as the COUNTY, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the DEPARTMENT, is for the following intents and purposes and subject to the following terms and conditions, to-wit:

WHEREAS, the DEPARTMENT is in receipt of a request by the COUNTY that the COUNTY be permitted to engineer and construct a Lake Access Project and to be reimbursed by the DEPARTMENT for the cost of surfacing upon satisfactory completion of the work from the funds allocated by the Transportation Commission for the project; and

WHEREAS, the Transportation Commission did at its regular meeting of June 2, 2025 approve Agenda Item 86g allocating \$200,000.00 (two hundred thousand dollars) for the purpose of participating with the COUNTY in constructing an access road serving Lake Eufala. The proposed LAKE ACCESS AT THE INT OF BUGTUSSLE RD AND ALBERT RD; EXTENDS E APPX 1.25 M TO ENTRANCE OF JUNIPER POINT RECREATION AREA. Pittsburg County will be responsible for the initiation, construction and completion of all work associated with the project.

NOW, THEREFORE, it is mutually agreed by the COUNTY and the DEPARTMENT that:

1. The COUNTY agrees to provide all plans, specifications and construction cost estimates for this project.
2. The COUNTY agrees to adjust or relocate or cause the adjustment or relocation, at the COUNTY's sole expense, of all utility facilities as may be reasonably necessary or convenient to accommodate construction of the project.
3. The COUNTY warrants that all rights-of-way needed for the construction of said project shall be free and clear of all obstructions and encumbrances of whatsoever nature, which would interfere with construction of the project, including but not limited to utility poles, pipelines, buildings, signs and other facilities above or below the surface of the ground.
4. The COUNTY hereby certifies to the Department of Transportation that the entire project is to be constructed on public right-of-way
5. The COUNTY shall assume total responsibility for the construction, inspection and completion of this project.

6. The COUNTY will invite a DEPARTMENT representative to attend the pre-work conference.
7. The COUNTY will invite a DEPARTMENT representative to attend the final inspection.
8. Upon completion and final acceptance of the project, the COUNTY agrees that it shall, at its own expense, assume full maintenance responsibility for the project.
9. This Funding Agreement must be executed and sent back to the DEPARTMENT within 180 days from the date that the COUNTY receives it from the DEPARTMENT. If it is not received by the DEPARTMENT within 180 days, the Grant will be forfeited.
10. All work must be complete and all claims submitted to the DEPARTMENT within 3 years of the Commission Approval date of June 2, 2025. Any outstanding funds unclaimed by June 2, 2028 will be forfeited.
11. Upon completion and final acceptance of the project, the DEPARTMENT agrees to reimburse the COUNTY in an amount not to exceed \$200,000.00 (two hundred thousand dollars).
12. Payment shall be made by the DEPARTMENT to the COUNTY upon receipt of a properly executed Claim Form D.T. 324A accompanied by suitable evidence of the expenditure made by COUNTY in the execution of this project.
13. That the COUNTY agrees that as a condition to receiving any financial assistance from the Department, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42, U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964".

IN WITNESS WHEREOF, the Director of Transportation, pursuant to authority vested in him by the Oklahoma Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation, and the COUNTY has executed the same pursuant to authority prescribed by law:

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY OKLAHOMA:

BY [Signature] 6/30/2025  
County Commissioner District 1 (date)

BY [Signature] 6/30/2025  
County Commissioner District 2 (date)

BY [Signature] 6/30/2025  
County Commissioner District 3 (date)



ATTEST:  
[Signature]  
County Clerk (date & seal)

APPROVED AS TO FORM AND LEGALITY:

[Signature] 6/30/25  
COUNTY - District Attorney (date)

APPROVED AS TO FORM AND LEGALITY  
DEPARTMENT OF TRANSPORTATION:

\_\_\_\_\_  
Division Engineer, Local Government (date)

\_\_\_\_\_  
General Counsel (date)

\_\_\_\_\_  
Director of Project Delivery (date)

\_\_\_\_\_  
Deputy Director (date)