



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

JUL 03 2025
8:27 AM
TIME
HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY
BY _____ DEPUTY

DATE: July 7, 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 30, 2025

B. Special Meeting from July 2, 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

7. FISCAL TRANSACTIONS

A. Claims and Purchase Orders

B. Transfers

C. Monthly Reports

D. Blanket Purchase Orders

8. UNFINISHED BUSINESS

None.

9. AGENDA ITEMS

- A. Discussion, Consideration and Possible Action to Approve Renewal Maintenance Contract Proposal between Miller Office Equipment and the Pittsburgh County Civil Defense
 - B. Discussion, Consideration and Possible Action to Approve First Amendment of Fiscal Year 2024/2026 Contract for Regional Secure Detention between Pittsburgh County and the Oklahoma Office of Juvenile Affairs and to Approve/Disapprove Affidavit of Assignment Fiscal Year 2026
 - C. Discussion, Consideration and Possible Action to Approve Interlocal Agreement between Pittsburgh County District 2 and Larry James
 - D. Discussion, Consideration and Possible Action to Approve Planned Maintenance Agreement between Clifford Power and Pittsburgh County Health Department
 - E. Discussion, Consideration and Possible Action to Approve Contract between Eastern Oklahoma Youth Services, Inc. and Pittsburgh County for the operation of the Pittsburgh County Regional Juvenile Detention Center for Fiscal Year 2025-2026
10. RESOLUTIONS
- A. Resolution 26-001 to Cancel Purchase Order(s)- Haileyville VFD
 - B. Resolution 26-002 to Cancel Purchase Order(s)- Sams Point VFD
 - C. Resolution 26-003 to Cancel Purchase Order(s)- Shady Grove VFD
 - D. Resolution 26-004 to Cancel Purchase Order(s)- Haywood/Arpelar VFD

11. ROAD CROSSING PERMITS

None.

12. 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.

13. 10:00 A.M. – PUBLIC HEARINGS

None.

14. 10:00 A.M. – BID OPENINGS

None.

15. RECESS/ADJOURNMENT


Commissioners' Assistant

PITTSBURG COUNTY COMMISSIONER
JULY 7, 2025
MEETING MINUTES

The Board of County Commissioners, Pittsburg County, met in regular session on July 7, 2025 at 9:00 A.M., Meeting held in the County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:27 A.M., July 3, 2025.

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

2. ROLL CALL: Roll was called.

Charlie Rogers	Absent
Ross Selman	Present
Mike Haynes	Present

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

AYE: Charlie Rogers
Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MINUTES FROM:

A. REGULAR MEETING JUNE 30, 2025: The minutes from the previous meeting, June 30, 2025 regular meeting were read. Selman made a motion to approve the minutes; seconded by Haynes.

AYE: Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

B. SPECIAL MEETING JULY 2, 2025: The minutes from the previous meeting, July 2, 2025 special meeting were read. Selman made a motion to approve the minutes; seconded by Haynes.

AYE: Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

6. OFFICIALS – DEPARTMENT REPORTS: None.

7. FISCAL TRANSACTIONS:

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

AYE: Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

B. TRANFERS: Selman made a motion to approve all transfers; seconded by Haynes.

AYE: Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

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

AYE: Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
Building Maintenance	129	\$ 100.00	Unifirst
Building Maintenance	130	\$ 550.00	H2O Depot
District Attorney	131	\$ 100.00	H2O Depot
Building Maintenance	132	\$ 450.00	Unifirst
Building Maintenance	133	\$ 125.00	Unifirst
Building Maintenance	134	\$ 500.00	Unifirst 1 st Aid
Building Maintenance	135	\$ 2,000.00	Bemac
Building Maintenance	136	\$ 1,500.00	Locke Supply
Indianola Fire Dept	137	\$ 1,500.00	Kiamichi Automotive
Haywood Fire Dept	138	\$ 1,000.00	Kiamichi Automotive
Ashland Fire Dept	139	\$ 500.00	Kiamichi Automotive
Blanco Fire Dept	140	\$ 500.00	Kiamichi Automotive
Haileyville Fire Dept	141	\$ 1,500.00	Kiamichi Automotive
Tannehill Fire Dept	142	\$ 500.00	Kiamichi Automotive

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DEPT	PO	AMOUNT	VENDOR
Building Maintenance	143	\$ 2,000.00	Jamesco
Pittsburg Fire Dept	144	\$ 2,500.00	Kiamichi Automotive
District Attorney	145	\$ 50.00	OTA Pikepass
Sam's Point Fire Dept	146	\$ 1,000.00	O'Reilly's
Pittsburg Fire Dept	147	\$ 146.00	Prokill
Haywood Fire Dept	148	\$ 312.00	Prokill
Fire Fighters Assoc	149	\$ 216.00	Prokill
Ashland Fire Dept	150	\$ 168.00	Prokill
Canadian Shores Fire	151	\$ 150.00	Mike's Pest Control
Building Maintenance	152	\$ 100.00	Compliance Resource
Canadian Fire Dept	153	\$ 300.00	Eufaula Auto Parts
Haywood Fire Dept	154	\$ 1,000.00	Holman's Fast Lube
Shady Grove Fire	155	\$ 600.00	Holman's Fast Lube
Blue Fire Dept	156	\$ 1,000.00	Titus Snow
Highway 9 Fire Dept	157	\$ 75.00	Longtown Water
Fire Fighters Assoc	158	\$ 2,000.00	Muskogee Communications
Fire Fighter's Assoc	159	\$ 2,000.00	Clifford Power
Russellville Fire Dept	160	\$ 1,000.00	Comdata
District Attorney	161	\$ 700.00	Comdata
Sam's Point Fire	162	\$ 1,000.00	Comdata
Canadian Shore Fire	163	\$ 1,000.00	Comdata
Blue Fire Dept	164	\$ 1,000.00	Comdata
Bugtussle Fire Dept	165	\$ 700.00	Comdata
Ashland Fire Dept	166	\$ 1,000.00	Comdata
Kiowa Fire Dept	167	\$ 1,000.00	Comdata
Highway 9 Fire Dept	168	\$ 1,000.00	Comdata
High Hill Fire Dept	169	\$ 1,000.00	Comdata
Shady Grove Fire	170	\$ 1,000.00	Comdata
Alderson Fire Dept	171	\$ 1,000.00	Comdata
Blanco Fire Dept	172	\$ 1,000.00	Comdata
Haileyville Fire Dept	173	\$ 1,000.00	Comdata
Indianola Fire Dept	174	\$ 1,000.00	Comdata
Canadian Fire Dept	175	\$ 1,000.00	Comdata
Haywood Fire Dept	176	\$ 1,000.00	Comdata
Tannehill Fire Dept	177	\$ 1,000.00	Comdata
District Attorney	178	\$ 1,000.00	Comdata
Visual Inspection	179	\$ 700.00	Comdata
Jail	180	\$ 2,000.00	Dr. Christopher Beene
Jail	181	\$ 200.00	Caring Hands
Jail	182	\$ 1,000.00	Caring Hands
Jail	183	\$ 2,500.00	Comdata
Jail	184	\$ 1,000.00	Pepsi Cola
Jail	185	\$ 500.00	Pruett's Foods
Jail	186	\$ 500.00	TH Rogers
Jail	187	\$ 1,000.00	O'Reilly's
Jail	188	\$ 300.00	Holman's Fast Lube
Jail	189	\$ 1,000.00	Holman's Fast Lube
Jail	190	\$ 2,000.00	Jamesco
Jail	191	\$ 200.00	Walmart
Jail	192	\$ 400.00	Johnny's Market
Jail	193	\$ 4,000.00	The Bank NA
Jail	194	\$ 100.00	Ecolab

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DEPT	PO	AMOUNT	VENDOR
Jail	195	\$ 300.00	Cintas 1 st Aid
Jail	196	\$ 500.00	H2O Depot
Jail	197	\$ 200.00	Lowes
Jail	198	\$ 800.00	Walmart
Sheriff	199	\$ 1,000.00	Hiland Dairy
Sheriff	200	\$ 2,000.00	Flowers Baking
Sheriff	201	\$ 4,000.00	Custom Technologies
Sheriff	202	\$ 2,000.00	T&W Tire
Sheriff	203	\$ 2,000.00	Ok Tax Commission
Sheriff	204	\$ 2,000.00	Pepsi Cola
Sheriff	205	\$ 1,000.00	Ben E Keith
Sheriff	206	\$ 200.00	Bancfirst
Sheriff	207	\$ 500.00	Atwood's
Emergency Mgmt	208	\$ 1,000.00	Johnny's Market
Emergency Mgmt	209	\$ 500.00	Walmart
Sheriff	210	\$14,000.00	Comdata
Emergency Mgmt	211	\$ 300.00	Cintas 1 st Aid
Emergency Mgmt	212	\$ 1,000.00	Pruett's Foods
Emergency Mgmt	213	\$ 500.00	Kiamichi Automotive
Emergency Mgmt	214	\$ 40.00	OTA Pikepass
Emergency Mgmt	215	\$ 1,500.00	Lowes
Emergency Mgmt	216	\$ 750.00	Jiffy Lube
Emergency Mgmt	217	\$ 2,000.00	Comdata
Emergency Mgmt	218	\$ 500.00	Staples
Expo	219	\$ 150.00	Unifirst 1 st Aid
Expo	220	\$ 1,000.00	Ben E Keith
Expo	221	\$ 100.00	Unifirst
Expo	222	\$ 1,500.00	Ada Paper Co
Expo	223	\$ 500.00	Bemac
Expo	224	\$ 1,000.00	Comdata
Expo	225	\$ 500.00	Lowes
Expo	226	\$ 500.00	Johnny's Market
Expo	227	\$ 500.00	KC Farm
Expo	228	\$ 1,200.00	Pepsi Cola
Expo	229	\$ 200.00	Imperial
Expo	230	\$ 500.00	Johnny's Market
Expo	231	\$ 500.00	Kiamichi Automotive
Expo	232	\$ 100.00	Unifirst
Expo	233	\$ 20.00	OTA Pikepass
Expo	234	\$ 500.00	Adams True Value
Expo	235	\$ 75.00	H2O Depot
Animal Shelter	236	\$ 50.00	H2O Depot
Animal Shleter	237	\$ 500.00	Atwood's
Animal Shelter	238	\$ 200.00	Unifirst
Animal Shelter	239	\$ 500.00	Walmart
Animal Shelter	240	\$ 200.00	Comdata
Animal Shelter	241	\$ 200.00	Compliance Resource
Animal Shelter	242	\$ 500.00	Jamesco
District 3	243	\$ 500.00	James Supply
District 3	244	\$ 1,500.00	T&W Tire
District 3	245	\$ 3,000.00	Michael A Price
District 3	246	\$ 1,200.00	Unifirst
District 3	247	\$ 500.00	O'Reilly's

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DEPT	PO	AMOUNT	VENDOR
District 3	248	\$ 300.00	Adams True Value
District 3	249	\$ 200.00	Compliance Resource
District 3	251	\$ 200.00	Johnny's Market
District 3	252	\$ 300.00	Fastenal
District 3	253	\$ 2,000.00	Kiamichi Automotive
District 3	254	\$ 200.00	Unifirst 1 st Aid
District 3	255	\$ 5,000.00	Comdata
District 3	256	\$ 100.00	OTA Pikepass
District 3	257	\$ 300.00	Alderson Regional Landfield
District 3	258	\$ 1,000.00	OK Tire
District 2	259	\$ 3,000.00	Parrott Trucking
District 2	260	\$ 1,500.00	Kiamichi Automotive
District 2	261	\$ 1,200.00	Unifirst
District 2	262	\$ 200.00	Unifirst 1 st Aid
District 2	263	\$ 300.00	H2O Depot
District 2	264	\$ 6,000.00	Michael A Price
District 1	265	\$ 1,000.00	Unifirst
District 1	267	\$ 1,000.00	Warren Power
District 1	268	\$ 500.00	O'Reilly's
District 1	269	\$ 500.00	Weldon Parts
District 1	270	\$ 200.00	Eufaula Auto Parts
District 1	271	\$ 25.00	H2O Depot
District 1	272	\$ 100.00	OTA Pikepass
District 1	273	\$ 500.00	OK Tire
District 1	274	\$ 500.00	P&K Equipment
District 1	275	\$ 1,000.00	Unifirst
District 1	276	\$ 4,000.00	Comdata
District 1	277	\$ 250.00	Airgas
District 1	278	\$ 1,000.00	Yellowhouse Equip
District 1	279	\$ 200.00	Lindley's Grocery
District 1	280	\$ 200.00	Compliance Resource
District 1	281	\$ 1,500.00	T&W Tire
District 1	282	\$ 500.00	Kiamichi Automotive
Asphalt Plant	283	\$ 500.00	O'Reilly's
Asphalt Plant	284	\$ 500.00	Comdata
Asphalt Plant	285	\$ 500.00	Standard Machine
Asphalt Plant	286	\$ 250.00	Unifirst 1 st Aid
Asphalt Plant	287	\$ 500.00	Western Marketing
Asphalt Plant	288	\$ 500.00	Warren Power
Asphalt Plant	289	\$ 500.00	Discount Steel
Asphalt Plant	290	\$ 100.00	H2O Depot
Asphalt Plant	291	\$ 500.00	Lowe's
Asphalt Plant	292	\$ 500.00	Staples
Asphalt Plant	293	\$ 350.00	Unifirst
Asphalt Plant	294	\$ 500.00	Kiamichi Automotive
Asphalt Plant	295	\$ 1,500.00	Apex Equipment
Animal Shelter	296	\$ 500.00	Atwood's
Animal Shelter	297	\$ 500.00	Walmart
Jail	298	\$ 600.00	Compliance Resource
District 2	299	\$ 100.00	OTA Pikepass
District 2	300	\$ 200.00	Compliance Resource

DEPT	PO	AMOUNT	VENDOR
Expo	301	\$ 400.00	Alderson Regional Landfield

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

AYE: Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS: None.

9. AGENDA ITEMS:

A. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE RENEWAL MAINTENANCE CONTRACT PROPOSAL BETWEEN MILLER OFFICE EQUIPMENT AND PITTSBURG COUNTY CIVIL DEFENSE: Selman made a motion to approve the maintenance contract; seconded by Haynes.

AYE: Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

B. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE FIRST AMENDMENT FO FISCAL YEAR 2024-2026 CONTRACT FOR REGIONAL SECURE DETENTION BETWEEN PITTSBURG COUNTY AND THE OKLAHOMA OFFICE OF JUVENILE AFFAIRS AND TO APPROVE/DISAPPROVE AFFIDAVIT OF ASSIGNMENT FISCAL YEAR 2026: Selman made a motion to approve the contract; seconded by Haynes.

AYE: Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

C. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE INTERLOCAL AGREEMENT BETWEEN PITTSBURG COUNTY DISTRICT 2 AND LARRY JAMES: Selman read the agreement. Haynes made a motion to approve the agreement; seconded by Selman.

AYE: Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

**D. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE
PLANNED MAINTENANCE AGREEMENT BETWEEN CLIFFORD POWER AND
PITTSBURG COUNTY HEALTH DEPARTMENT:** Selman made a motion to approve the
maintenance agreement; seconded by Haynes.

AYE: Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

**E. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE
CONTRACT BETWEEN EASTERN OKLAHOMA YOUTH SERVICES, NC. AND
PITTSBURG COUNTY FOR THE OPERATION OF THE PITTSBURG COUNTY
REGIONAL JUVENILE DETENTION CENTER FOR FISCAL YEAR 2025-2026:** Selman
made a motion to approve the contract; seconded by Haynes.

AYE: Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

10. RESOLUTIONS:

A. RESOLUTION 26-001 TO CANCEL PURCHASE ORDER(S) – HAILEYVILLE VFD:

Selman read the resolution stating purchase orders 7677, 7683, 8646 and 9495. Selman made a
motion to cancel the purchase orders; seconded by Haynes.

AYE: Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

B. RESOLUTION 26-002 TO CANCEL PURCHASE ORDER(S) – SAM'S POINT VFD:

Selman read the resolution stating purchase order 4843. Selman made a motion to cancel the
purchase order; seconded by Haynes.

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AYE: Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

C. RESOLUTION 26-003 TO CANCEL PURCHASE ORDER(S) -SHADY GROVE VFD:
Selman read the resolution stating purchase order 9741. Selman made a motion to cancel the purchase order; seconded by Haynes.

AYE: Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

D. RESOLUTION 26-004 TO CANCEL PURCHASE ORDER(S): Selman read the resolution stating purchase order 8640. Selman made a motion to cancel the purchase order; seconded by Haynes.

AYE: Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

11. ROAD CROSSING PERMITS: None.

12. NEW BUSINESS:

CONSIDERATION AND POSSIBLE ACXTION WITH RESPECT TO ANY OTHER MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE BEEN FORESEEN PRIOR TO THE POSTING OF THIS AGENDA: Leo Baughman stated that the swift water rescue team is on standby to be sent to Texas.

13. 10:00 A.M. – PUBLIC HEARINGS: None.

14. 10:00 A.M. – BID OPENINGS: None.

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

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AYE: Ross Selman
Mike Haynes

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2024-2025

Date Range: 07/07/2025 to 07/07/2025

PO	Warrant No.	Vendor Name	Purpose	Amount
Animal Shelter				
1316-1-8020-2005 / ANIMAL SHELTER MAINTENANCE & OPERATIONS				
009656	000647	TINT KING LLC	WINDOW TINT	\$ 533.00
010644	000648	UNIFIRST CORP.	MAT MAINTENANCE	\$ 79.44
010647	000649	WALMART COMMUNITY CARD	DOG AND CAT FOOD ETC	\$ 405.04
010652	000650	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES E	\$ 417.83
010653	000651	ATWOODS	DOG AND CAT FOOD ETC	\$ 362.71
011177	000652	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 184.11
011192	000653	CENTER, EWELL	VET SERVICES	\$ 700.00
011217	000654	FC INDUSTRIES LLC	INCINERATOR PARTS	\$ 135.15
Total:				\$ 2,817.28
CARES				
1565-1-2000-2005 / COVID AID & RELIEF M&o				
011521	000005	STONE ELECTRIC	A/C REPAIRS	\$ 518.31
Total:				\$ 518.31
1565-1-2000-4110 / COVID AID & RELIEF CAP. OUTLAY				
011522	000006	STONE ELECTRIC	A/C REPAIRS	\$ 18,172.00
Total:				\$ 18,172.00
Donations				
1235-1-8020-2202 / ANIMAL SHELTER DONATIONS				
010612	000034	WALMART COMMUNITY CARD	DOG TREATS ETC.	\$ 421.98
Total:				\$ 421.98
Drug Court				
7206-1-1900-2005 / DIST 18 DRUG COURT M&O				
010937	000210	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 976.19
Total:				\$ 976.19
Econ Dev Trust				

Econ Dev Trust

7603-4-0500-2005 / EDA EXPO M&o

010656	000535	ADAMS TRUE VALUE	PARTS & SHOP SUPPLIE	\$ 100.00
010662	000536	JOHNNYS A STREET MARKET	INMATE LUNCHES	\$ 293.51
010665	000537	COMDATA	FUEL	\$ 381.66
010666	000538	JOHNNYS A STREET MARKET	CONCESSION SUPPLIES	\$ 288.26
010667	000539	LOWES	PARTS & SHOP SUPPLIE	\$ 454.17
011442	000540	MCLESTER TAG AGENT	TITLE	\$ 17.73
011498	000541	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 21.58
011499	000542	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 148.16
011500	000543	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 21.58
011501	000544	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 57.49
011502	000545	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 96.79
011503	000546	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 700.95
011504	000547	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 38.60
011505	000548	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 5,528.57
Total:				\$ 8,149.05

Emergency Mgmt

1212-2-2700-2005 / CIVIL DEFENSE M&O

008694	000330	LOWES	MAINTENANCE SUPPLIE	\$ 939.12
009527	000331	JOHNNYS A STREET MARKET	EMERGENCY MEALS	\$ 253.12
010595	000332	KIAMICHI AUTOMOTIVE WAREHOUSE	AUTO PARTS ETC.	\$ 402.93
011174	000333	FASTENAL COMPANY	BRASS LETTER SET	\$ 346.99
011555	000334	MILLER OFFICE EQUIPMENT	COPY OVERAGE	\$ 34.20
Total:				\$ 1,976.36

Equitable Sharing - DOJ

1243-1-0200-2005 / FORFEITURE FEDERAL EQUITABLE SHARING

010649	000010	COMDATA	FUEL	\$ 1,001.29
Total:				\$ 1,001.29

General

0001-1-0100-2005 / DISTRICT ATTORNEY M&O

010563	004527	OTA PIKEPASS CUSTOMER SERVICE C	TOLL	\$ 16.06
010648	004528	COMDATA	FUEL	\$ 200.10
011352	004529	BRIGGS PRINTING	ENVELOPES	\$ 444.00
011378	004530	T & W TIRE	TIRE ETC.	\$ 162.90
011474	004531	T & W TIRE	TIRES	\$ 695.16
011529	004532	VYVE BROADBAND	MONTHLY SERVICE	\$ 195.90

PO	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-1-0100-2005 / DISTRICT ATTORNEY M&O				
			Total:	\$ 1,714.12
0001-1-1000-2005 / COUNTY CLERK M&O				
011051	004533	COMDATA	FUEL	\$ 26.59
			Total:	\$ 26.59
0001-1-1700-2005 / REVAL. M&O				
010650	004534	COMDATA	FUEL	\$ 352.90
			Total:	\$ 352.90
0001-1-2200-2005 / ELECTION BOARD M&O				
011557	004535	MILLER OFFICE EQUIPMENT	SETUP FEE	\$ 50.00
			Total:	\$ 50.00
0001-1-3300-2005 / MAINTENANCE M&O				
010556	004536	UNIFIRST CORP.	JANITORIAL SUPPLIES E	\$ 66.33
			Total:	\$ 66.33
0001-2-0400-2012 / FEEDING PRISONERS				
010582	004537	HILAND DAIRY	INMATE GROCERIES	\$ 836.20
010583	004538	FLOWERS BAKING CO. OF DENTON	INMATE GROCERIES	\$ 1,178.00
			Total:	\$ 2,014.20
0001-2-2700-2005 / CIVIL DEFENSE M&O				
010584	004539	OTA PIKEPASS CUSTOMER SERVICE C	TOLL	\$ 22.60
			Total:	\$ 22.60
0001-4-0500-2005 / Expo M&O				
010585	004540	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 56.17
011307	004541	STAPLES ADVANTAGE	PRINTER ETC.	\$ 473.94
			Total:	\$ 530.11
0001-4-0501-2005 / REGIONAL EXPO M&o				
011537	004542	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 74.75
011538	004543	RURAL WATER DIST. #7	MONTHLY SERVICE	\$ 35.00
			Total:	\$ 109.75
0001-5-0900-1310 / OSU TRAVEL				
011494	004544	OWEN, GREGORY J.	TRAVEL	\$ 1,292.11

PO	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-5-0900-1310 / OSU TRAVEL				
011495	004545	WILSON, STEPHANIE	TRAVEL	\$ 60.69
		Total:	\$ 1,352.80	
0001-5-0900-2005 / OSU M&O				
002696	004546	OSU COOPERATIVE EXTENSIVE SER.	SOFTWARE RENEWAL	\$ 99.50
011536	004547	MCALESTER NEWS CAPITAL & DEM.	NEWSPAPER SUBSCRIPT	\$ 285.87
		Total:	\$ 385.37	
Health				
1216-3-5000-2005 / HEALTH DEPT. M&O				
010867	000435	WITTKOPF, SHELLY	CONTRACT SERVICES	\$ 1,394.00
010868	000436	WITTKOPF, SHELLY	CONTRACT SERVICES	\$ 85.00
011083	000437	OUHSC-DEPARTMENT OF PEDIATRICS	CPR CARDS	\$ 45.50
011221	000438	GRIMSLEYS INC	JANITORIAL SUPPLIES	\$ 503.80
011225	000439	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 3,658.20
011244	000440	C R MOWING	LAWN CARE	\$ 250.00
011281	000441	SMILEMAKERS	PROGRAM SUPPLIES	\$ 240.75
011299	000442	NOVA-TECH INTERNATIONAL	TEMPERATURE PROBES	\$ 74.37
		Total:	\$ 6,251.62	

Highway

1102-6-4300-2005 / DIST. #3 M&O				
010384	003008	DOLESE	8" SURGE	\$ 339.36
		Total:	\$ 339.36	

Hwy-ST

1313-6-8040-2005 / HIGHWAY SALES TAX ASPHALT PLANT M&O				
010616	002833	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 143.03
010619	002834	O REILLY AUTO PARTS	PARTS & SHOP SUPPLIE	\$ 258.57
010622	002835	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 348.96
010625	002836	COMDATA	FUEL	\$ 69.32
010626	002837	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 194.38
010851	002838	MUSKOGEE SAND COMPANY INC	CLASS A SAND	\$ 1,026.08
011324	002839	DOLESE	3/8" #2 COVER CHIPS	\$ 6,161.63
011325	002840	DOLESE	#4 SCREENINGS	\$ 3,260.32
		Total:	\$ 11,462.29	

Hwy-ST

1313-6-8041-2005 / HIGHWAY SALES TAX M&O DISTRICT #1

004119	002841	P & K EQUIPMENT	PARTS & SHOP SUPPLIE	\$ 73.00
009790	002842	LINDLEYS GROCERY	SHOP/OFFICE SUPPLIES	\$ 154.72
009798	002843	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 64.20
010627	002844	O REILLY AUTO PARTS	PARTS & SHOP SUPPLIE	\$ 141.18
010628	002845	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 159.22
010631	002846	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 492.64
010632	002847	EUFAULA AUTO PARTS INC	PARTS & SHOP SUPPLIE	\$ 182.50
010820	002848	T3 TIRE & WELDING	TIRE MOUNT ETC.	\$ 70.00
011021	002849	DOLESE	1 1/2" CRUSHER RUN	\$ 5,904.97
011320	002850	RAM INC	FUEL	\$ 2,779.92
011327	002851	CATHEY & ASSOCIATES LLC	OVERHEAD DOOR REPAI	\$ 2,697.45
011328	002852	KIRBY SMITH INC.	FUSE BLOCK	\$ 46.16
011339	002853	TRUE VALUE HARTSHORNE	CABLE ETC.	\$ 113.94
011331	002854	RAM INC	FUEL	\$ 6,444.83
011371	002855	PRO KILL INC.	PEST CONTROL	\$ 84.00
011441	002856	TRUE VALUE HARTSHORNE	KEYS	\$ 7.16
011509	002857	CROSS TELEPHONE CO.	MONTHLY SERVICE	\$ 32.69
011513	002858	TRUE VALUE HARTSHORNE	LOCK & KEYS	\$ 50.15
011533	002859	STEWART MARTIN EQUIPMENT	DRIVE LINE	\$ 984.43

Total: \$ 20,483.16

1313-6-8042-2005 / HIGHWAY SALES TAX M&O DISTRICT #2

010859	002860	CAR BONZ SALVAGE & SALES	SEATS	\$ 1,350.00
011274	002861	SIGNS BY JADE	SIGNS	\$ 1,576.00
011275	002862	PRICE, MICHAEL A	RED GRAVEL	\$ 1,610.00
011383	002863	RAM INC	FUEL	\$ 5,720.00
011384	002864	WARREN POWER & MACHINERY INC.	FILTERS ETC	\$ 269.12
011438	002865	GOODWIN, BRENNEN	AUTO & SHOP SUPPLIES	\$ 1,328.40
011440	002866	KIAMICHI ELECTRIC COOPERATIVE	REIMBURSEMENT	\$ 1,263.00
011484	002867	PARROTT TRUCKING	CONTRACT HAULING	\$ 580.00
011493	002868	WELDON PARTS INC	CHAINS	\$ 150.51
011556	002869	STANDARD MACHINE & WELDING	HYDRAULIC HOSE	\$ 92.65

Total: \$ 13,939.68

1313-6-8043-2005 / HIGHWAY SALES TAX M&O DISTRICT #3

008928	002870	JOHNNY'S A STREET MARKET	INMATE LUNCHES	\$ 88.34
009227	002871	PRICE, MICHAEL A	RED GRAVEL	\$ 2,550.00
010051	002872	ADAMS TRUE VALUE	SHOP SUPPLIES	\$ 158.00
010055	002873	T & W TIRE	TIRES & SERVICES	\$ 1,323.24
010243	002874	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 1,120.16
010642	002875	OTA PIKEPASS CUSTOMER SERVICE C	TOLL CHARGES	\$ 5.06
010917	002876	CUSTOM PRODUCTS CORPORATION	SIGNS ETC.	\$ 2,432.59
011009	002877	CUSTOM PRODUCTS CORPORATION	DECALS	\$ 218.81

PO	Warrant No.	Vendor Name	Purpose	Amount
Hwy-ST				
1313-6-8043-2005 / HIGHWAY SALES TAX M&O DISTRICT #3				
011023	002878	DOLESE	#4 SCREENINGS	\$ 315.85
011046	002879	PREMIER TRUCK GROUP	FILTERS	\$ 358.30
011161	002880	WELDON PARTS INC.	MUD FLAPS	\$ 23.80
011162	002881	FLEET PRIDE	FILTERS	\$ 152.67
011163	002882	TINT KING LLC	WINDSHIELD REPLACEMENT	\$ 220.00
011179	002883	DOLESE	1 1/2" CRUSHER RUN	\$ 6,020.41
011185	002884	DOWLESS SERVICE CO., LLC	TIRES & SERVICES	\$ 217.00
011186	002885	YELLOW HOUSE MACHINE	FILTERS	\$ 1,552.46
011187	002886	RAM INC	FUEL	\$ 5,192.09
011273	002887	STANDARD MACHINE & WELDING	HYDRAULIC HOSE ETC.	\$ 133.57
011295	002888	WALMART COMMUNITY CARD	CHARGER ETC	\$ 100.86
011296	002889	WELDON PARTS INC.	SWITCH	\$ 25.81
011314	002890	YELLOW HOUSE MACHINE	EQUIPMENT PARTS	\$ 134.62
011349	002891	LOWES	PAINT & SUPPLIES	\$ 213.55
011353	002892	FLEET PRIDE	FREON	\$ 257.99
011354	002893	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 319.88
011356	002894	WILSON TRUCK AND TIRE SERVICE	DIAGNOSTIC TEST	\$ 304.50
011372	002895	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 188.20
011376	002896	RAM INC	FUEL	\$ 5,834.69
011377	002897	PITSTOP LOCK & SAFE	KEYS	\$ 164.00
011382	002898	RAM INC	FUEL	\$ 2,616.33
011444	002899	IMAGINE THAT...DESIGNS	UNIFORM SHIRTS	\$ 176.00
011448	002900	WALMART COMMUNITY CARD	PHONE ACCESSORIES	\$ 64.94
011497	002901	WALMART COMMUNITY CARD	GATORADE	\$ 137.75
			Total:	\$ 32,621.47

1313-6-8043-4130 / HIGHWAY SALES TAX LEASE PAYMENT DISTRICT #3				
011515	002902	WARREN POWER & MACHINERY INC.	LEASE PAYMENT	\$ 927.06
			Total:	\$ 927.06

Jail-ST

1315-2-8034-2005 / JAIL MAINTENANCE & OPERATIONS				
011523	000872	TRANE US INC	HEAT & AIR REPAIR	\$ 1,699.00
011527	000873	TRANE US INC	HEAT & AIR REPAIR	\$ 181.28
			Total:	\$ 1,880.28

1315-2-8034-2012 / JAIL INMATE GROCERIES				
011298	000874	BEN E. KEITH OKLAHOMA	INMATE GROCERIES	\$ 9,309.07
			Total:	\$ 9,309.07

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8202-2005 / ARROWHEAD FIRE DEPT M&O				
010502	001237	BANNER FIRE EQUIPMENT	BRAKE REPAIR ETC	\$ 4,775.26
010731	001238	TAYLOR, ROBERT L	COUNTER TOP	\$ 2,650.00
			Total:	\$ 7,425.26
1321-2-8205-2005 / BLANCO FIRE DEPARTMENTM&O				
008645	001239	KIAMICHI AUTOMOTIVE WAREHOUSE	AUTO PARTS ETC.	\$ 402.47
			Total:	\$ 402.47
1321-2-8206-2005 / BLUE FIRE DEPARTMENT M&O				
005645	001240	COMDATA	FUEL	\$ 275.87
010561	001241	SNOW, TITUS	LAWN CARE	\$ 1,000.00
			Total:	\$ 1,275.87
1321-2-8207-2005 / CANADIAN FIRE DEPT M&O				
009504	001242	COMDATA	FUEL	\$ 85.78
010577	001243	COMDATA	FUEL	\$ 96.05
010824	001244	QUALITY FIRE & SAFETY	SCBA INSPECTIONS ETC.	\$ 700.50
			Total:	\$ 882.33
1321-2-8214-2005 / HIGH HILL FIRE DEPT M&O				
008393	001245	OK FIRE	FLASHLIGHTS	\$ 1,754.00
008394	001246	OK FIRE	FOAM	\$ 265.00
008628	001247	COMDATA	FUEL	\$ 317.06
009497	001248	COMDATA	FUEL	\$ 356.36
011098	001249	FREEDOM FORD	OIL CHANGE	\$ 82.40
			Total:	\$ 2,774.82
1321-2-8217-2005 / HIGHWAY 9 FIRE DEPT M&O				
011512	001250	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 346.00
010570	001251	COMDATA	FUEL	\$ 77.08
			Total:	\$ 423.08
1321-2-8221-2005 / MCALESTER FIRE DEPT M&O				
010461	001252	TECH RESQ	ROPE	\$ 3,808.48
			Total:	\$ 3,808.48
1321-2-8222-2005 / PITTSBURG FIRE DEPT M&O				
006767	001253	PRO KILL INC.	PEST CONTROL	\$ 126.00
			Total:	\$ 126.00

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8225-2005 / SAMS POINT FIRE DEPT M&O				
009499	001254	COMDATA	FUEL	\$ 233.70
011506	001255	HERITAGE WASTE MANAGEMENT	MONTHLY SERVICE	\$ 264.00
011507	001256	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 83.15
011508	001257	US CELLULAR	MONTHLY SERVICE	\$ 44.78
			Total:	\$ 625.63
1321-2-8227-2005 / SHADY GROVE FIRE DEPT M&O				
011510	001258	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 398.43
			Total:	\$ 398.43
1321-2-8228-2005 / TANNEHILL FIRE DEPT M&O				
010579	001259	COMDATA	FUEL	\$ 127.79
			Total:	\$ 127.79
SH Commissary				
1223-2-0400-2005 / SHERIFF COMMISSARY M&O				
010597	000254	PEPSI-COLA BOTTLING CO.	INHOUSE COMMISSARY	\$ 954.82
010598	000255	OKLAHOMA TAX COMMISSION	SALES TAX	\$ 1,528.00
011123	000256	BEN E. KEITH OKLAHOMA	INHOUSE COMMISSARY	\$ 849.28
011288	000257	COMMISSARY EXPRESS	COMMISSARY PRODUCT	\$ 2,131.42
011464	000258	COMMISSARY EXPRESS	KIOSK FEES	\$ 78.00
			Total:	\$ 5,541.52
SH Svc Fee				
1226-2-0400-2005 / SHERIFF SERVICE FEE M&O				
011309	002037	KELLPRO SOFTWARE & TECHNOLOG	SOFTWARE	\$ 3,840.00
			Total:	\$ 3,840.00
1226-2-3400-2005 / JAIL M&O				
008679	002038	T.H. ROGERS	JAIL MAINTENANCE SUP	\$ 154.33
009807	002039	JOHNNY'S A STREET MARKET	INMATE LUNCHES	\$ 358.55
011465	002040	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES	\$ 3,466.59
011491	002041	GALLS LLC	FLASHLIGHTS	\$ 1,482.19
			Total:	\$ 5,461.66
1226-2-3400-2011 / JAIL INMATE MEDICAL				
010609	002042	CARING HANDS HEALTHCARE CENTE	INMATE PRESCRIPTIONS	\$ 440.95
010610	002043	CARING HANDS HEALTHCARE CENTE	INMATE MEDICAL	\$ 118.00

PO	Warrant No.	Vendor Name	Purpose	Amount
SH Svc Fee				
1226-2-3400-2011 / JAIL INMATE MEDICAL				
Total:			\$ 558.95	
1226-2-3400-2030 / INMATE PHONE				
011466	002044	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 193.00
Total:			\$ 193.00	
Grand Total:			\$ 171,736.51	

Purchase Orders By Account

Fiscal Year : 2025-2026

Date Range: 07/07/2025 to 07/07/2025

PO	Warrant No.	Vendor Name	Purpose	Amount
Animal Shelter				
1316-1-8020-1233 / ANIMAL SHELTER UNEMPLOYMENT TAXES				
000083	000001	OKLA. EMPLOYMENT SECURITY COM	EMPLOYMENT TAX	\$ 600.57
Total:				\$ 600.57
1316-1-8020-2005 / ANIMAL SHELTER MAINTENANCE & OPERATIONS				
000095	000002	CENTER, EWELL	VET SERVICES	\$ 700.00
000097	000003	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 158.25
000099	000004	VYVE BROADBAND	MONTHLY SERVICE	\$ 96.18
Total:				\$ 954.43
Assr Rev Fee				
1204-1-1600-2005 / ASSESSORS VIS. REVOLVING FUND				
000106	000001	KELLPRO SOFTWARE & TECHNOLOG	SOFTWARE ETC.	\$ 1,098.00
Total:				\$ 1,098.00
CARES				
1565-1-2000-2005 / COVID AID & RELIEF M&o				
000116	000001	DATASCOUT LLC	SOFTWARE RENEWAL	\$ 13,230.00
Total:				\$ 13,230.00
Drug Court				
7206-1-1900-2005 / DIST 18 DRUG COURT M&O				
000123	000001	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 192.12
000124	000002	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 145.00
Total:				\$ 337.12
Econ Dev Trust				
7603-4-0500-2005 / EDA EXPO M&o				
000043	000001	CARGILL, BAILEY	CONTRACT LABOR	\$ 105.00
000044	000002	HATCHER, KHLOE	CONTRACT LABOR	\$ 90.00
000063	000003	NEWERA LLC	MONTHLY SERVICE	\$ 174.95

PO	Warrant No.	Vendor Name	Purpose	Amount
Econ Dev Trust				
7603-4-0500-2005 / EDA EXPO M&o				
000066	000004	BEMAC SUPPLY	BREAKER	\$ 20.08
			Total:	\$ 390.03
Emergency Mgmt				
1212-2-2700-2005 / CIVIL DEFENSE M&O				
000004	000001	KELLPRO SOFTWARE & TECHNOLOG	SOFTWARE ETC.	\$ 2,320.00
000005	000002	CITY OF MCALESTER	MONTHLY SERVICE	\$ 254.23
000006	000003	PRO KILL INC.	PEST CONTROL	\$ 156.00
000028	000004	PRO KILL INC.	PEST CONTROL	\$ 212.00
000071	000005	LOWES	LOCKS	\$ 406.48
			Total:	\$ 3,348.71
General				
0001-1-0100-2005 / DISTRICT ATTORNEY M&O				
000119	000001	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 111.12
			Total:	\$ 111.12
0001-1-0600-2005 / TREASURER M&O				
000089	000002	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 192.13
			Total:	\$ 192.13
0001-1-0800-2005 / COMMISSIONERS M&O				
000039	000003	KELLPRO SOFTWARE & TECHNOLOG	SOFTWARE RENEWAL	\$ 14,346.00
000090	000004	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 192.12
000115	000005	U.S. POSTAL SERVICE	POSTAGE	\$ 1,000.00
			Total:	\$ 15,538.12
0001-1-1000-2005 / COUNTY CLERK M&O				
000015	000006	KELLPRO SOFTWARE & TECHNOLOG	LICENSE RENEWAL	\$ 21,108.00
000082	000007	POSTMASTER	POST OFFICE BOX	\$ 382.00
000088	000008	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 192.13
			Total:	\$ 21,682.13
0001-1-1700-1233 / REVAL UNEMPLOYMENT				
000086	000009	OKLA. EMPLOYMENT SECURITY COM	EMPLOYMENT TAX	\$ 971.69
			Total:	\$ 971.69

General

0001-1-1700-2005 / REVAL. M&O				
000091	000010	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 192.13
Total:			\$ 192.13	

0001-1-2000-1233 / UNEMPLOYMENT TAX				
000085	000011	OKLA. EMPLOYMENT SECURITY COM	EMPLOYMENT TAX	\$ 18,214.05
Total:			\$ 18,214.05	

0001-1-2000-2005 / MEMBERSHIPS				
000024	000012	ACCO	MEMBERSHIP DUES	\$ 4,500.00
000037	000013	KEDDO	MEMBERSHIP DUES	\$ 3,500.00
000061	000014	CODA	MEMBERSHIP DUES	\$ 1,200.00
Total:			\$ 9,200.00	

0001-1-2000-2021 / RODENT SERVICES				
000027	000015	USDA-APHIS-WILDLIFE SERVICES	RODENT SERVICES	\$ 3,400.00
Total:			\$ 3,400.00	

0001-1-2200-2005 / ELECTION BOARD M&O				
000110	000016	NEWERA LLC	MONTHLY SERVICE	\$ 319.40
Total:			\$ 319.40	

0001-1-2500-2005 / COUNTY WEBSITE				
000040	000017	KELLPRO SOFTWARE & TECHNOLOG	WEBSITE FEE	\$ 3,825.00
Total:			\$ 3,825.00	

0001-1-3300-2005 / MAINTENANCE M&O				
000053	000018	PRO KILL INC.	PEST CONTROL	\$ 404.00
000054	000019	LOWES	MAINTENANCE SUPPLIE	\$ 184.27
000058	000020	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES	\$ 696.13
000069	000021	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 2,018.38
000070	000022	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 58.19
Total:			\$ 3,360.97	

0001-2-2700-2005 / CIVIL DEFENSE M&O				
000096	000023	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 700.25
Total:			\$ 700.25	

0001-5-0900-2005 / OSU M&O				
000114	000024	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 159.75

PO	Warrant No.	Vendor Name	Purpose	Amount
General				
Health				
1216-3-5000-2005 / HEALTH DEPT. M&O				
000013	000001	KELLPRO SOFTWARE & TECHNOLOG	SOFTWARE ETC.	\$ 1,449.00
Total:				\$ 1,449.00
1216-3-5000-4110 / HEALTH DEPT. CAPITAL OUTLAY				
000033	000002	BANCFIRST	BUILDING PAYMENT	\$ 24,045.55
Total:				\$ 24,045.55
Hwy-ST				
1313-6-8040-2005 / HIGHWAY SALES TAX ASPHALT PLANT M&O				
000034	000001	IBT INC.	BELTS	\$ 1,137.98
Total:				\$ 1,137.98
1313-6-8041-2005 / HIGHWAY SALES TAX M&O DISTRICT #1				
000010	000002	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 102.00
000035	000003	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 89.81
000036	000004	KELLPRO SOFTWARE & TECHNOLOG	SOFTWARE RENEWAL	\$ 3,840.00
000064	000005	MILLER OFFICE EQUIPMENT	COPY OVERAGE	\$ 6.35
000065	000006	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 196.46
000076	000007	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 75.60
000077	000008	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 54.37
000092	000009	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 307.00
000120	000010	HAILEYVILLE WATER DEPT.	MONTHLY SERVICE	\$ 247.97
Total:				\$ 4,919.56
1313-6-8042-2005 / HIGHWAY SALES TAX M&O DISTRICT #2				
000020	000011	KIAMICHI AUTOMOTIVE WAREHOUSE	SHOP SUPPLIES	\$ 100.57
000062	000012	KIAMICHI AUTOMOTIVE WAREHOUSE	O-RINGS	\$ 31.98
000093	000013	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 57.50
Total:				\$ 190.05
1313-6-8043-2005 / HIGHWAY SALES TAX M&O DISTRICT #3				
000094	000014	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 162.00
Total:				\$ 162.00

PO	Warrant No.	Vendor Name	Purpose	Amount
Jail-ST				
1315-2-8034-1233 / JAIL UNEMPLOYMENT TAXES				
000084	000001	OKLA. EMPLOYMENT SECURITY COM	EMPLOYMENT TAX	\$ 2,057.00
			Total:	\$ 2,057.00
Rural Fire-ST				
1321-2-8202-2005 / ARROWHEAD FIRE DEPT M&O				
000107	000001	RLI	SURETY BOND	\$ 245.00
			Total:	\$ 245.00
1321-2-8206-2005 / BLUE FIRE DEPARTMENT M&O				
000016	000002	REPUBLIC SERVICES #375	MONTHLY SERVICE	\$ 330.89
000017	000003	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 114.00
000018	000004	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 100.17
			Total:	\$ 545.06
1321-2-8207-2005 / CANADIAN FIRE DEPT M&O				
000072	000005	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 143.90
			Total:	\$ 143.90
1321-2-8215-2005 / HAILEYVILLE FIRE DEPT M&O				
000019	000006	PRO KILL INC.	PEST CONTROL	\$ 90.00
			Total:	\$ 90.00
1321-2-8216-2005 / HAYWOOD/ARPELAR FD M&O				
000075	000007	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 162.99
			Total:	\$ 162.99
1321-2-8217-2005 / HIGHWAY 9 FIRE DEPT M&O				
000125	000008	HERITAGE WASTE MANAGEMENT	MONTHLY SERVICE	\$ 360.00
000126	000009	CROSS TELEPHONE CO.	MONTHLY SERVICE	\$ 121.25
			Total:	\$ 481.25
SH Svc Fee				
1226-2-0400-2012 / FEEDING PRISONERS				
000052	000001	FLOWERS BAKING CO. OF DENTON	INMATE GROCERIES	\$ 265.92
			Total:	\$ 265.92

SH Svc Fee

1226-2-3400-2005 / JAIL M&O

000045	000002	LOWES	JACK ETC	\$ 245.92
000046	000003	O REILLY AUTO PARTS	JACK ETC	\$ 236.98
000050	000004	WAV 11	MONTHLY SERVICE	\$ 184.00
000051	000005	WAV 11	EMAIL SERVICES	\$ 1,720.00
000073	000006	BARLOW BUILT PERFORMANCE	BRAKE REPAIR	\$ 1,012.58
000102	000007	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 794.75
000103	000008	U LINE	INMATE WORK CREW	\$ 982.24
000109	000009	JOHNNYS A STREET MARKET	INMATE WORK CREW	\$ 33.29
000122	000010	O REILLY AUTO PARTS	FUEL ADDITIVE ETC.	\$ 43.16

Total: \$ 5,252.92

Grand Total: \$ 138,973.78

407 E. Main
Antlers, OK 74523
(800) 522-3889 Phone
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(918) 426-3626 Fax

Pittsburg County Civil Defense
705 EOC Dr
McAlester, OK 74501

Pittsburg County Civil Defense
705 EOC Dr
McAlester, OK 74501

Renewal Maintenance Contract Proposal
Contract # MOEC102368-02
Renewal Date Range 7/25/2025 - 7/24/2026

7/1/2025

Dear Valued Customer:

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

Your Contract Renewal Rate will be \$608.22 billing Annual
Maint-Supply Incl Excl Paper/Networking

Equipment covered under this contract agreement include:

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

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

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

Sincerely,

Rachel McPherson
Contract Administrator
rmcpherson@milleroffice.com
Phone

Contract# MOEC102368-02

Printed Name: Leo Baughman

Signature: Leo C Baughman

Title: Emer. Mgmt. Director

Date: 7/7/2025

New Purchase Order# _____

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

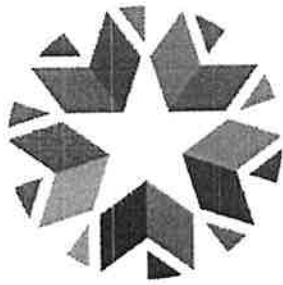
Miller Office Equipment

MAINTENANCE AGREEMENT

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

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

(Initial) _____



OKLAHOMA JUVENILE AFFAIRS

FIRST AMENDMENT

OF

FY2024/2026 CONTRACT

FOR

REGIONAL SECURE DETENTION

WITH

BOARD OF PITTSBURG COUNTY COMMISSIONERS

**TIMOTHY TARDIBONO, EXECUTIVE
DIRECTOR**

**GREG DELANEY, DEPUTY DIRECTOR OF
COMMUNITY BASED SUPPORT SERVICES**

Attachments:

Schedule A: Allocation of Payments

Attachment A: Drug Testing Policy OAC: 377:3-11-1 through 12

Attachment B: OAC 377:3-13, Part 3. Requirements for Secure Detention Facilities

Attachment C: Assignment Affidavit 2026

Attachment D: Original Contract

**STATE OF OKLAHOMA
OKLAHOMA JUVENILE AFFAIRS
FIRST AMENDMENT OF FY24 CONTRACT FOR REGIONAL SECURE DETENTION**

This amendment, along with the Contract executed for FY2024, attached as Attachment A to this amendment, and any previous amendments, modifications, or renewals thereto, shall become the "Contract" upon effective date of this amendment.

All other terms and conditions of the Contract, including any amendments or modifications thereto, shall remain in full effect with the exception of the items listed below. The Amended Contract shall be effective upon execution by both parties.

I. Modification to Section II. A. Reimbursement Rate and Condition as follows:

For the purpose of the Contract "Budget Adjustment" is defined as action taken by OJA or others to allocate the following or similar occurrences that negatively impact OJA's available budget:

- appropriations reductions;
- budget reductions;
- revenue shortfalls; or
- unfunded or underfunded legislative mandates that require reallocation of OJA resources.

OJA shall provide a fixed rate less any Budget Adjustment to Contractor for the operation, maintenance and repair of a detention facility located at

1208 N. West Street, McAlester OK

at the per day per bed rate specified in Exhibit A subject to conditions listed herein.

If the facility takes beds off-line, for any reason, the monthly claim will be reduced by the daily rate for each day each bed is off-line. For each youth that is denied admittance to the facility, the monthly claim will be reduced by the daily rate for one bed. Facility's failure to acknowledge acceptance of a youth within one (1) hour of the initial request shall be deemed an admittance denial. In the event the facility denies admittance to a youth and that youth is admitted in an alternate facility, the denied bed will be considered off-line until the original youth who was denied admission is discharged from the alternate facility or the denied bed is filled by another youth, whichever is sooner.

Request for Reconsideration

Request for reconsideration of the loss of funds due to the off-line bed will be requested through the OJA Detention Program Manager, or designee, via email. Request for reconsideration, including all supporting documentation, must be submitted within twenty-four (24) hours of the bed appearing off-line on JOLTS. OJA Detention Program Manager, or designee, will issue a response to the request for reconsideration in writing. Any reconsideration by the OJA Detention Program Manager, or designee, shall be considered final with no right to appeal legally or administratively. If a request for reconsideration has not been granted within five (5) business days, the reconsideration shall be deemed denied.

STATE OF OKLAHOMA
OKLAHOMA JUVENILE AFFAIRS
FIRST AMENDMENT OF FY24 CONTRACT FOR REGIONAL SECURE DETENTION

II. Modification to Section II. A. 2. Subcontracting shall be modified as follows:

A. Management Subcontract.

Should the Contractor elect to enter into a management subcontract pursuant to 10A O.S. §2-3-103, and Contractor wishes to assign payment subcontractor, Contractor shall submit to OJA an assignment affidavit, granting OJA authority to pay the subcontractor directly. A copy of the signed subcontract agreement must accompany the assignment affidavit. OJA will pay the subcontractor upon receipt of a properly documented claim in the format and in accordance with the procedures prescribed by OJA. Contractor shall require the subcontractor to submit to Contractor a copy of any claim submitted to OJA. Detention providers will provide a list of subcontracts for detention services at the beginning of the fiscal year, including effective dates of the contracts, to the OJA Detention Program Manager via email. Notice of any new or cancelled contracts will be sent via email to the OJA Detention Program Manager within fifteen (15) days of the effective or cancellation date.

B. Detention Subcontracts with other Counties for Bed Utilization

The board of county commissioners of every county is required to provide access to secure juvenile detention. OJA and the Board of Juvenile Affairs are responsible for creating and monitoring the State Plan for the Establishment of Juvenile Detention Services (State Plan). OJA monitors the usage of detention beds across the state to ensure all counties have access to detention beds. To meet these requirements, subcontracts, executed for detention services with other counties in Oklahoma, must be provided to OJA.

III. Modification to Section IV. G. Critical Incidents shall be modified to update the phone number in paragraph 2 as follows:

Critical incidents shall be reported to OJA's designated Program Manager, Juvenile Services Division immediately. Contact Information: Mobile (405) 385-2693. Contractor shall keep the OJA Program Manager updated until the incident is resolved. A written report is to be submitted by either fax or email to the OJA Program Manager within twenty-four (24) hours of the incident having occurred.

IV. Modification to Section V. H. Medical Treatment, Emergency Medical Treatment and Emergency Transportation shall be modified as follows:

Contractor shall ensure that emergency medical treatment or transportation to emergency medical treatment is provided, for all youth ordered detained at the facility. Contractor shall be responsible for providing supervised care of the youth while at the medical facility until the youth is judicially discharged from the detention center by a court order. Contractor shall be reimbursed for travel expenses in accordance with 10A O.S. § 2-3-103. OJA will collaborate

STATE OF OKLAHOMA
OKLAHOMA JUVENILE AFFAIRS
FIRST AMENDMENT OF FY24 CONTRACT FOR REGIONAL SECURE DETENTION

with Detention Providers on needed solutions for youth that require long-term hospitalization.

V. Signatures

For the faithful performance of the terms of this Amended Contract, the parties hereto in their capacities as stated, affix their signatures.

Office of Juvenile Affairs

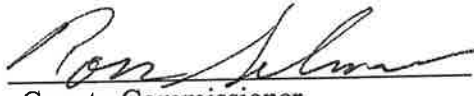
Board of County Commissioners

Greg Delaney,
Deputy Director of
Community Based Services

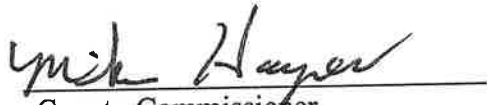
Date

County Commissioner

Date

 7/7/2025

County Commissioner Date

 7/7/2025

County Commissioner Date

Location	Licensed		Contracted		Amount
	Rate	Beds	Beds	Beds	
Pittsburg	203.06	10	10		
FY26				31 Jul	62,948.60
July 1, 2025-June 30, 2026				31 Aug	62,948.60
CRL2026-312				30 Sep	60,918.00
				31 Oct	62,948.60
				30 Nov	60,918.00
				31 Dec	62,948.60
				31 Jan	62,948.60
				28 Feb	56,856.80
				31 Mar	62,948.60
				30 Apr	60,918.00
				31 May	62,948.60
				30 Jun	60,918.00
Line 1 - Base Rate	203.06		10	365	741,169.00
Line 2 - Per HB 1282	35.83			175	6,270.25
					747,439.25

Note: Base Rate - doesn't include charges for 100% rate pay for youth waiting OJA placement.

SUBCHAPTER 11. RISK MANAGEMENT

PART 1. DRUG POLICY

377:3-11-1. Purpose of policy

Use of alcohol or illegal drugs may jeopardize the safety of Office of Juvenile Affairs (OJA) employees, the juveniles for whom the Office of Juvenile Affairs is responsible, and the citizens of Oklahoma. Accordingly, it shall be the policy of the Office of Juvenile Affairs to maintain an alcohol and drug-free work environment for the employees and to test job applicants and employees for the use of alcohol and illegal drugs.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 15 Ok Reg 2659, eff 7-1-98; Amended at 20 Ok Reg 1293, eff 7-1-03]

377:3-11-2. Definitions

The following words and terms, when used in this Subchapter, shall have the following meaning, unless the context clearly indicates otherwise:

"Alcohol" means ethyl alcohol or ethanol;

"Employee" means any person who works full-time, part-time, or on a temporary basis for OJA, including management staff;

"Job Applicant" means any person who has applied to be an employee of OJA;

"Illegal Drugs" means any controlled dangerous substance as defined in the Uniform Controlled Dangerous Substances Act, Section 2-101 et seq. of Title 63 of the Oklahoma Statutes.

"OJA" means the Office of Juvenile Affairs;

"OSDH" means the Oklahoma State Department of Health;

"Transferred or reassigned employee" means an employee who transfers to a different position or job, or who is reassigned to a different position or job.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 15 Ok Reg 2659, eff 7-1-98; Amended at 20 Ok Reg 1293, eff 7-1-03; Amended at 30 Ok Reg 137, eff 11-8-12 (emergency); Amended at 30 Ok Reg 700, eff 6-1-13]

377:3-11-3. Rules for drug free workplace

(a) **Illegal drugs.** OJA employees are prohibited from using, possessing, manufacturing, transferring, selling, or attempting to transfer or sell illegal drugs.

(b) **Alcohol.** OJA employees are prohibited from using or being impaired by alcohol in any OJA workplace or in the course of any work-related duty.

(c) **Prescription drugs.** Use of a drug shall not constitute a violation of this policy if the drug has been prescribed by a licensed physician, osteopath, or dentist and is taken as prescribed for that employee or applicant.

(d) **Violations.** Any employee who violates this policy will be subject to discipline, up to and including discharge.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 15 Ok Reg 2659, eff 7-1-98; Amended at 20 Ok Reg 1293, eff 7-1-03]

377:3-11-4. Standards

(a) An employee is considered to be in violation of this policy if that employee is convicted or has had sentencing deferred for any violation of the Uniform Controlled Dangerous Substances Act in Title 63 O.S. § 2-2-101 et seq. or any similar law in another jurisdiction. Any employee who is convicted or has had sentencing deferred for trafficking, manufacturing, distributing, or possessing with intent to manufacture or distribute a controlled, dangerous substance shall be terminated.

- (b) Any employee who is convicted, or has had sentencing deferred, for driving under the influence of alcohol or drugs or driving while impaired will be considered in violation of this policy.
- (c) Each employee is required to provide written notification within five days after he or she is convicted or has had sentencing deferred for any crime involving illegal drugs or alcohol. Failure to provide written notification may be considered a violation of this policy.
- (d) OJA shall notify each of its federal granting agencies within ten days after receiving notice from an employee or otherwise receiving actual notice of a conviction of any drug statute for a violation occurring in the workplace.
- (e) Each employee must promptly report to his or her immediate supervisor of any medication which will impair the employee's ability to work safely. Failure to report may be considered a violation of this policy.
- (f) Employees will not be discharged for voluntarily seeking assistance for a drug or alcohol abuse problem prior to (1) notification or selection for any incident leading independently to a determination of reasonable suspicion of a violation of this policy. However, continued problems with performance, attendance, or behavior may result in discharge.
- (g) Each employee is required to read and sign a certificate of acknowledgment regarding this policy. Such signed certificate will be filed in the employee's personnel file.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 15 Ok Reg 2659, eff 7-1-98]

377:3-11-5. Substance screening

Drug and alcohol testing may be required for employees and job applicants under the following circumstances:

- (1) **Job applicant or transferred or reassigned employee testing.** Every job applicant or transferred or reassigned employee who is conditionally offered employment in the following job families shall be tested if:
 - (A) the position is in one of the following job families:
 - (i) Juvenile Justice Specialist;
 - (ii) Youth Guidance Specialist;
 - (iii) Juvenile Security Officer;
 - (iv) Recreational Therapist;
 - (v) Institutional Safety & Security Coordinator;
 - (vi) Registered Nurse;
 - (vii) Licensed Practical Nurse;
 - (viii) Nursing Manager;
 - (ix) Food Service Personnel; and
 - (x) Psychological Clinician.
 - (B) such person is employed in an administrative or instructional capacity in any charter school site.
- (2) **For-cause testing.** Any employee, at the request of the Executive Director or, if he is unavailable, the Chief of Staff, may be requested or required to undergo drug or alcohol testing at any time it is reasonably believed that an employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:
 - (A) Observable phenomena such as:
 - (i) The physical symptoms or manifestations of being under the influence of a drug or alcohol while at work or on duty; or
 - (ii) The direct observation of drug or alcohol use while at work or on duty;
 - (B) A report of drug or alcohol use while at work or on duty;
 - (C) Information that an employee has tampered with drug or alcohol testing at any time;
 - (D) Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of drugs while on duty or while on any OJA premises or premises with which OJA has contracted services, or operating any OJA vehicle, machinery, or equipment;
 - (E) Drugs or alcohol on or about the employee's person or in the employee's vicinity;
 - (F) Negative performance patterns; or

(G) Excessive or unexplained absenteeism or tardiness.

(3) **Post-accident testing.** Any employee may be tested when the employee or another person has sustained an injury while at work or that property has been damaged while at work, including damage to equipment. No employee who tests positive for the presence of substances, as set forth in and in violation of 63 O.S., § 465.20, alcohol, illegal drugs or illegally used chemicals, or who refuses to take a drug or alcohol test required by OJA, shall be eligible for Workers' Compensation Benefits.

(4) **Post-rehabilitation.** Any employee who has had a positive test or has participated in a drug or alcohol dependency treatment program may be tested for a period of up to two (2) years, commencing with the employee's return to work.

(5) **Random Testing.** The Executive Director may order random drug testing for OJA permanent, temporary or probationary employees referenced in paragraph one of this rule. The affected employees shall be notified of the effective date and process for testing.

(6) **Return from leave, fitness-of-duty, and other periodic testing.**

(A) The Executive Director may request or require an employee to undergo drug or alcohol testing as a routine part of a routinely scheduled employee fitness-for-duty medical examination, or in connection with an employee's return to duty from leave of absence.

(B) The Executive Director may schedule periodic drug or alcohol testing for employees occupying a position in 377:3-11-5(1).

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 15 Ok Reg 2659, eff 7-1-98; Amended at 20 Ok Reg 1293, eff 7-1-03; Amended at 24 Ok Reg 1392, eff 7-1-07; Amended at 25 Ok Reg 1364, eff 7-1-08; Amended at 29 Ok Reg 319, eff 1-11-12 (emergency); Amended at 29 Ok Reg 648, eff 6-1-12; Amended at 30 Ok Reg 137, eff 11-8-12 (emergency); Amended at 30 Ok Reg 700, eff 6-1-13; Amended at 32 Ok Reg 707, eff 5-9-15 (emergency); Amended at 33 Ok Reg 1728, eff 9-11-16]

377:3-11-6. Substances to be tested

Testing for substances or their metabolites shall include, but not be limited to, the following:

(1) alcohol;

(2) marijuana;

(3) opiates/synthetic narcotics such as:

(A) codeine (a.k.a. Tylenol #3 and #4, etc., cough syrups, Robitussin AC);

(B) hydrocodone (a.k.a. Vicodin or Lortab);

(C) hydromorphone (a.k.a. Dilaudid);

(D) meperidine (a.k.a. Demerol);

(E) methadone (a.k.a. Dolophine);

(F) oxycodone (a.k.a. Percodan or Percocet);

(G) propoxyphene (a.k.a. Darvon);

(H) heroin;

(I) morphine;

(4) cocaine;

(5) phencyclidine;

(6) amphetamines:

(A) amphetamines (a.k.a. Dexadrine, Benzedrine);

(B) methamphetamines (a.k.a. Desoxyn);

(C) methylenedioxymphetamines;

(D) methylenedioxymethamphetamines;

(E) phentermine (a.k.a. Adipex, Fastin, Ioamin);

(7) barbiturates:

(A) amobarbital (a.k.a. Amytal);

(B) butalbital (a.k.a. Florinal, Fioricet);

(C) pentobarbital (a.k.a. Nembutal);

(D) secobarbital (a.k.a. Seconal; NOTE: Amobarbital and secobarbital combination to form Tuinal.

(8) benzodiazepines:

- (A) diazepam (a.k.a. Valium);
- (B) chlordiazepam (a.k.a. Librium);
- (C) alprazolam (a.k.a. Xanax);
- (D) clorazepate (a.k.a. Tranxene); and
- (9) methaqualone (a.k.a. Quaalude, Parest, Sopor).
- (10) Any other substance approved for testing by the Commissioner of Health of the Oklahoma State Department of Health (OSDH).

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 29 Ok Reg 319, eff 1-11-12 (emergency); Amended at 29 Ok Reg 648, eff 6-1-12]

377:3-11-7. Testing methods

- (a) Tests will be conducted by an outside testing facility according to Drug and Alcohol Testing Rules of Oklahoma State Department of Health (OSDH).
- (b) **Drug testing.** Drug testing shall be performed on urine samples or by other methods approved by OSDH.
- (c) **Alcohol testing.** Initial testing shall be performed on blood, breath, or saliva or by other methods approved by OSDH. Confirmation testing shall be performed on breath or blood or by other methods approved by OSDH. Rehabilitation/post-rehabilitation alcohol tests may be performed on urine or by other methods approved by OSDH.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97]

377:3-11-8. Collection procedures

Collection of samples for drug and alcohol testing shall be in accordance with the Drug and Alcohol Testing Rules of the OSDH. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required.

[Source: Amended at 29 Ok Reg 648, eff 6-1-12; Amended at 29 Ok Reg 319, eff 1-11-12 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency)]

377:3-11-9. Consequences of refusal

- (a) **Employees.** Any employee who refuses testing under this policy shall be subject to discipline up to and including discharge from employment. Inability to give an adequate urine sample shall be deemed a refusal, but the employee may overcome this conclusion by providing conclusive medical evidence of a pre-existing condition, which prevents the production of an adequate sample. Adulteration of a specimen of a drug or alcohol test shall be considered as a refusal to test.
- (b) **Job applicants.** Any job applicant who has received a conditional offer of employment from OJA and who refused to undergo drug and alcohol testing will not be hired by OJA. Unreasonable delay in submitting to testing shall be deemed a refusal.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 15 Ok Reg 2659, eff 7-1-98; Amended at 20 Ok Reg 1293, eff 7-1-03; Amended at 25 Ok Reg 1364, eff 7-1-08; Amended at 29 Ok Reg 319, eff 1-11-12 (emergency); Amended at 29 Ok Reg 648, eff 6-1-12]

377:3-11-10. Consequences of positive test results

- (a) Any employee who has a positive test result will be subject to discipline up to and including discharge from employment. Such an employee will also be referred to the Administrator of Employee Assistance Program. After evaluation, the employee may be required to complete drug and alcohol education and/or treatment. Unsuccessful completion or refusal to participate will result in termination of employment.
- (b) Any job applicant who has received a conditional offer of employment and who has a positive test result will not be hired by OJA.
- (c) An employee discharged on the basis of a refusal to undergo drug or alcohol testing or a positive drug or alcohol test shall be considered to have been discharged for misconduct for purposes of unemployment

compensation benefits as provided for in Section 2-406 and 406.1 of Title 40.

(d) Any job applicant who has received a conditional offer of employment and any employee subject to OJA's drug testing policy shall be subject to the consequences set forth in this Rule even if the drugs found in the applicant's or employee's system were purchased and consumed in any state in which the controlled substance is legalized, as long as the drug in question remains illegal in Oklahoma.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 15 Ok Reg 2659, eff 7-1-98; Amended at 20 Ok Reg 1293, eff 7-1-03; Amended at 29 Ok Reg 319, eff 1-11-12 (emergency); Amended at 29 Ok Reg 648, eff 6-1-12; Amended at 30 Ok Reg 137, eff 11-8-12 (emergency); Amended at 30 Ok Reg 700, eff 6-1-13; Amended at 32 Ok Reg 1979, eff 9-11-15]

377:3-11-11. Job applicant and employee opportunities

(a) Explanation of test results.

- (1) Any job applicant who has received a conditional offer of employment or a transferred or reassigned employee who has a positive test result shall have an opportunity to confidentially explain the result orally and in writing to the Director of Safety and Risk Management.
- (2) Any employee who has a positive test result shall have an opportunity to confidentially explain the result orally and in writing to the Director of Safety and Risk Management.
- (3) An employee may challenge a positive test result within 24 hours of notice of a positive test result. The cost of such confirmation test shall be the responsibility of the employee unless the confirmation test reverses the findings of the challenged positive test.

(b) Information. Records of all drug and alcohol test results and related information shall be the property of OJA and, upon the request of the job applicant or employee tested, shall be made available for inspection and copying to the applicant or employee. OJA will not release such records to any person other than the job applicant, employee, or the employee's review officer, except for any of the following purposes:

- (1) As admissible evidence by an employer or the individual tested in a case or proceeding before a court of record or administrative agency if either the employer or the individual tested are named parties in the case or proceeding;
- (2) In order to comply with a valid judicial or administrative order; or
- (3) To an employer's employees, agents and representatives who need access to such records in the administration of the Standards For Workplace Drug and Alcohol Testing Act.
- (4) If OJA contracts with another employer, OJA may share drug or alcohol testing results of any tested person who works pursuant to such contractual agreement.

(c) Appeal. Any employee disciplined pursuant to this policy shall have grievance and appeal rights as provided by the OJA Rules and by the Oklahoma Merit Protection Commission in accordance with the Oklahoma Personnel Act, Title 74, Section 840.1 et seq.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 15 Ok Reg 2659, eff 7-1-98; Amended at 20 Ok Reg 1293, eff 7-1-03; Amended at 29 Ok Reg 319, eff 1-11-12 (emergency); Amended at 29 Ok Reg 648, eff 6-1-12; Amended at 30 Ok Reg 137, eff 11-8-12 (emergency); Amended at 30 Ok Reg 700, eff 6-1-13]

377:3-11-12. Severability

If any portion of this policy is declared or adjudged unconstitutional, such declaration or adjudication shall not affect the remaining portions of the policy.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 29 Ok Reg 319, eff 1-11-12 (emergency); Amended at 29 Ok Reg 648, eff 6-1-12]

PART 3. SAFETY AND RISK MANAGEMENT

377:3-11-20. General provisions

- (a) The purpose of this Part is to enable OJA staff to work in a safe and healthful environment.
- (b) The Office of Safety and Risk Management shall assist OJA offices, institutions, and group homes to develop internal policies and procedures regarding:
 - (1) violence in the workplace;

- (2) smoking in the workplace;
 - (3) worker compensation;
 - (4) Occupational Safety and Health (OSHA), including:
 - (A) blood borne pathogens; and
 - (B) toxic and hazardous substances; and
 - (5) general safety in the workplace.
- (c) In developing internal policies and procedures, OJA shall comply with all applicable state and federal laws and regulations, including:
- (1) 74 O.S., §85.58A;
 - (2) OSHA;
 - (3) 85 and 85A O.S.; and
 - (4) other rules promulgated by Oklahoma Department of Labor.

[Source: Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 24 Ok Reg 1392, eff 7-1-07; Amended at 32 Ok Reg 1980, eff 9-11-15]

**TITLE 377. OFFICE OF JUVENILE AFFAIRS
CHAPTER 3. ADMINISTRATIVE SERVICES**

RULEMAKING ACTION:

Notice of proposed PERMANENT rulemaking.

PROPOSED RULES:

Subchapter 13. Office of Public Integrity

Part 1. GENERAL PROVISIONS

377:3-13-1. General purpose, legal basis and authority [AMENDED]

377:3-13-2. Internal affairs investigations [AMENDED]

Part 3. REQUIREMENTS FOR SECURE JUVENILE DETENTION CENTERS

377:3-13-43. Staff requirements [AMENDED]

377:3-13-44. Security and control [AMENDED]

Part 7. REQUIRMENTS FOR COMMUNITY INTERVENTION CENTERS (CIC)

377:3-13-88. Personnel [AMENDED]

Part 11. REQUIREMENTS FOR SECURE CARE [AMENDED]

377:3-13-123. Provisional certification [REVOKED]

377:3-13-144. Security and control [AMENDED]

SUMMARY:

The proposed rules were created, amended, or revoked part of the agency review completed under Executive Order 2020-03.

AUTHORITY:

The Board of Juvenile Affairs, pursuant to 10A O.S. §§ 2-7-101(F)(2) and 2-7-101(G)(1), and 75 O.S. § 302(A)(1).

COMMENT PERIOD:

The comment period will begin on Monday, December 16, 2024, and end on Wednesday, January 15, 2025. Written comments will be accepted during the comment period at the following address: Office of Juvenile Affairs, Attn: Audrey Rockwell, P.O. Box 268812, Oklahoma City, OK 73126, or by email at audrey.rockwell@oja.ok.gov.

PUBLIC HEARING:

A Public Hearing will be held at 10:00 a.m. on Friday, January 17, 2025, virtually at <https://www.zoomgov.com/j/1610680696?pwd=lhNzi3OqFQhcDTG4XaqYSdyf9ziVaM.1> Meeting ID: 161 068 0696 Passcode: 380344 or in person at the OJA State Office, 2501 N. Lincoln Blvd., Ste. 500, Oklahoma City, OK 73105. Persons wishing to make oral comments must sign in via email for virtual comments at audrey.rockwell@oja.ok.gov or at the door by 9:45 a.m. on that day. Each individual will be allowed to make oral comments for a maximum of five (5) minutes.

REQUESTS FOR COMMENTS FROM BUSINESS ENTITIES:

The Office of Juvenile Affairs requests business entities affected by the proposed rules to provide written information to the Office of Juvenile Affairs, within the comment period, in dollar amounts if possible, of the increase in the level of direct services, revenue loss, direct or indirect costs, or other costs, such as fees, reporting, recordkeeping, equipment, construction, labor, or professional costs, expected to be incurred by the business entity due to compliance with the proposed rules. Business entities may submit this information via email to audrey.rockwell@oja.ok.gov.

COPIES OF PROPOSED RULES:

Copies of the proposed rules may be obtained during regular business hours from the Office of Juvenile Affairs, 2501 N. Lincoln Blvd., Ste. 500, Oklahoma City, OK 73105, or by email at audrey.rockwell@oja.ok.gov. The proposed rules will be available on the OJA website at <https://oklahoma.gov/oja.html> no later than December 13, 2024.

RULE IMPACT STATEMENT:

Under 75 O.S., § 303(D), a rule impact statement will be prepared and available for review at the Office of Juvenile Affairs, 2501 N. Lincoln Blvd., Ste. 500, Oklahoma City, OK 73105 beginning on or before December 13, 2024, as well as on the OJA website at <https://oklahoma.gov/oja.html>.

CONTACT PERSON:

Audrey Rockwell, Executive Assistant/ Paralegal, (405) 530-2806, or audrey.rockwell@oja.ok.gov

**TITLE 377. OFFICE OF JUVENILE AFFAIRS
CHAPTER 3. ADMINISTRATIVE SERVICES**

RULE IMPACT STATEMENT

1. A brief description of the purpose of the rule:

Title 377. Office of Juvenile Affairs
Chapter 3. Administrative Services
Subchapter 13. Office of Public Integrity
Part 1. GENERAL PROVISIONS
 377:3-13-1. General purpose, legal basis and authority [AMENDED]
 377:3-13-2. Internal affairs investigations [AMENDED]
Part 3. REQUIREMENTS FOR SECURE JUVENILE DETENTION CENTERS
 377:3-13-43. Staff requirements [AMENDED]
 377:3-13-44. Security and control [AMENDED]
Part 7. REQUIRMENTS FOR COMMUNITY INTERVENTION CENTERS (CIC)
 377:3-13-88. Personnel [AMENDED]
Part 11. REQUIREMENTS FOR SECURE CARE [AMENDED]
 377:3-13-123. Provisional certification [REVOKED]
 377:3-13-144. Security and control [AMENDED]

Summary: The proposed rules were created, amended, or revoked part of the agency review completed under Executive Order 2020-03.

2. A brief description of the classes of persons who most likely will be affected by the proposed rule:

The public, Board of Juvenile Affairs, OJA employees, and OJA youth will be affected by the proposed rule revisions.

3. A brief description of classes of persons who will benefit from the proposed rule:

The public, Board of Juvenile Affairs, OJA employees, and OJA youth will benefit from the proposed rule revisions.

4. A brief description of the probable economic impact of the proposed rule upon the affected classes of persons or political subdivisions, including a listing of all fee changes and, whenever possible, a separate justification for each fee change:

The proposed rule revisions should not have an economic impact on any affected classes.

5. The probable costs and benefits to the agency and to any other agency of the implementation and enforcement of the state proposed rule, the source of revenue to be used for implementation and enforcement of the proposed rule, and any

anticipated effect on state revenues, including a projected net loss or gain in such revenues if it can be projected by the agency.

The cost of implementation and enforcement of the proposed rule revisions is minimal.

6. A determination of whether implementation of the proposed rule will have an adverse economic effect on small business as provided by the Oklahoma Small Business Regulatory Flexibility Act:

The proposed rule revisions should not have an economic impact on any small business or require their cooperation in implementing or enforcing the rule revisions.

7. An explanation of the measures the agency has taken to minimize compliance costs and a determination of whether there are less costly or non-regulatory methods or less intrusive methods for achieving the purpose of the proposed rule:

The proposed rule revisions should not be costly nor require other methods to update the proposed rule revisions.

8. A determination of the effect of the proposed rule on the public health, safety and environment and, if the proposed rule is designed to reduce significant risks to the public health, safety and environment, an explanation of the nature of the risk and to what extent the proposed rule will reduce the risk:

The proposed rule revisions have no effect on the public health, safety, and environment.

9. A determination of any detrimental effect on the public health, safety, and environment if the proposed rule is not implemented:

If the proposed rule revisions do not pass, there will be a conflict with state law, which may have an effect on agency business.

10. The date the rule impact statement was prepared and if modified, the date modified:

Prepared on November 26, 2024.

CHAPTER 3. ADMINISTRATIVE SERVICES

SUBCHAPTER 13. OFFICE OF PUBLIC INTEGRITY

PART 1. GENERAL PROVISIONS

377-3-13-1. General purpose, legal basis and authority

(a) **Purpose.** Public Integrity division within OJA is directly responsible, organizationally and administratively, to conduct investigations, performs on-site assessments, licensing visits, and financially monitors OJA state contracts, functions and activities to ensure compliance with, state statutes, OJA policies/procedures, contractual provisions, and other applicable professional rules and standards. The division is composed of three sections: (1) Internal Affairs/Employment Discrimination Investigations; (2) Licensing and Programs Assessment Section; and (3) Financial Contract Monitoring/Reviews Section, each section is under the supervision of the Executive Director, or designee..

(1) ~~Internal Affairs/EEO~~ Investigations division may among other activities and functions include investigations of:

(A) Criminal investigations;

(B) ~~Allegations of serious misconduct and/or criminal violations committed by OJA personnel as assigned to the division by the Executive Director, or designee;~~

(C) ~~(B)~~ Allegations of discrimination (Equal Employment Opportunity) either by or against OJA employees as received and assigned by the affirmative action officer, or the agency's grievance manager, Executive Director, or designee; and

(D) ~~(C)~~ Specifically assigned Caretaker Conduct Reviews (CCR) that are returned to the OJA-operated juvenile institutions by the Oklahoma Department of Human Services' Office of Client Advocacy (OCA) or other entity as prescribed by law for administrative review, as well as major incidents (i.e. serious assaults, riots, escapes) that occur at OJA operated institutions.

(2) Licensing and Programs Assessment ~~division~~ division includes the licensing and assessing of the following:

(A) On-site licensing and unannounced monitoring visits to OJA state-contracted juvenile detention centers, community intervention centers (CIC) and municipal juvenile detention facilities, See OAC 377-3-13-6;

(B) Announced and unannounced assessments of contracted residential care, non-residential services and shelters as directed by the Executive Director, or designee.

(C) On-site assessments and licensing of a Secure Juvenile Facility; and

(D) ~~On-site or electronic assessments of the Juvenile Services Unit (JSU) offices located throughout the state;~~

(D) ~~(E)~~ Assessments of State Office units as directed by the Executive Director, or designee;

(3) Financial Contract Monitoring/Review division includes but is not limited to the financial monitoring of the following:

(A) Secure Juvenile Facilities;

(B) OJA contracted detention centers and community intervention centers;

(C) OJA contracted residential care and shelter services as directed by the Executive Director, or designee;

(D) OJA contracted non-residential services provided by designated youth services agencies; by performing

(i) On-site contractor visits to reconcile claims against supporting documentation with a documented recommended corrective action, if appropriate;

(ii) Reviews of reimbursed claims for payment by OJA, to include: compliance with contract requirements; applicable laws, rules and regulations; and adequate supporting documentation.

(E) In addition to the above duties, the financial contract monitoring/review section shall perform in-depth financial audits as directed by the Executive Director, or designee.

(b) **Legal Basis/Authority.** Authorization for the monitoring/assessment functions is found in 10A O.S. § 2-7-301(E)(1)(c). Authorization for detention certification is found in 10A O.S. § 2-3-103(C)(1). Authorization for certification of community intervention centers (CIC) is found in 10A O.S. § 2-7-305(D)(1).

(c) **Unit Independence.** Communication and coordination with agency and contractor personnel is necessary and desirable during the investigative, assessment, and monitoring procedures.

(d) **Frequency of Assessments/Monitoring.**

(1) Announced certification assessments of contracted facilities, i.e. detention centers and community intervention centers, and municipal juvenile detention facilities shall occur on a bi-annual basis, with announced annual inspections during the interim year. Unannounced assessments shall occur at the direction of the division supervisor or Executive Director. Announced assessments of JSU in each county of the state shall occur on a bi-annual basis and unannounced assessments as requested by the Juvenile Services Division Director with approval of the Executive Director, or designee. Program assessments of OJA institutions, State Office units, contracted residential care facilities, non-residential services and shelters as directed by the Executive Director, or designee.

(2) OJA contracts with the youth services agencies shall be monitored at a minimum of twice per fiscal year. Other contracted facilities and services, OJA institutions, and State Office units shall be monitored at the direction of the Executive Director.

377:3-13-2. Internal affairs investigations

(a) The ~~Internal Affairs/EEO~~ Investigations division is responsible for conducting internal investigations of agency personnel who have been accused of serious misconduct and/or criminal behavior while on or off duty. Serious misconduct is defined as any violation of laws, policies, rules, or procedures that, if proven, could result in disciplinary actions of, suspension without pay, demotion, involuntary transfer, or termination of employment. The Internal Affairs/EEO Investigations division investigates only those internal misconduct allegation cases that have been assigned by the OJA Executive Director, or designee.

(b)

(b) The ~~Internal Affairs/EEO~~ Investigations division is also responsible for conducting Equal Employment Opportunity (EEO) (discrimination) investigations as a result of complaints/grievances filed by OJA employees and/or clients. The Executive Director, or designee; grievance manager, or the affirmative action officer may assign EEO (discrimination) complaints or grievances to the ~~Internal Affairs/EEO~~ Investigations division for investigation.

(c) The ~~Internal Affairs/EEO~~ Investigations division shall ensure there is a minimum of one state-certified EEO investigator on its staff to investigate EEO (discrimination) complaints or grievances. The EEO (discrimination) investigator(s) shall maintain state EEO investigator certification by attending the required number of hours of annual training as mandated by OAC 260-25-3-22 and 260-25-3-26.

PART 3. REQUIREMENTS FOR SECURE JUVENILE DETENTION CENTERS

377:3-13-43. Staff requirements

(a) **General provisions.** The requirements for facility staff are set forth in this Section.

(1) **Personnel policy.** Every facility shall have written personnel policy which includes the maintenance of personnel records. The facility director shall make available to employees personnel policy and written job descriptions. The policy and job descriptions specify the person to whom the employee is responsible and the duties the employee is expected to perform.

(2) **Juveniles' tasks.** A juvenile in detention shall not be used as an employee. A juvenile in detention is permitted to perform tasks, if the tasks teach the juvenile responsibility and the juvenile is supervised. A juvenile shall be allowed to perform tasks (chores) in any area (restricted to the facility) in which adequate security exists. The facility administrator shall approve all work assignments.

(3) **Supervision.** Sufficient staff shall be available to provide continuous day and night supervision of the residents and protection of the facility as well as to allow staff relief from duty.

(4) **Auxiliary staff.** There shall be sufficient auxiliary staff to maintain adequate support services. Auxiliary staff are all staff that are not direct-care staff.

(5) **Health requirements.** Staff health requirements are given in (A)-(B) of this paragraph.

(A) Each person employed must be physically fit and able to perform all job functions necessary to ensure the health, safety and well-being of the juveniles in their care. A physical examination by a licensed physician may be requested should the employee's ability to perform their mandatory job functions be in question.

(B) Testing for tuberculosis is not required on a routine basis. Tuberculin skin testing shall be required when there is a local identified tuberculin exposure identified by the Oklahoma State Department of Health.

(i) When a tuberculin skin test is required, employees with a positive skin test reaction must submit documentation by medical personnel that signs or symptoms of tuberculosis are not present.

(ii) An employee who has ever had a positive skin test reaction must have or provide documentation of a chest x-ray. Additional tests or x-rays are not required unless symptoms develop that are suggestive of tuberculosis.

(6) **Background history records searches.** OJA, through direct request, shall require a records search for each applicant for employment, which shall include the following:

(A) OJA shall make a direct request for background searches to be conducted on behalf of any:

(i) operator or responsible entity making a request to establish or operate a secure detention center, municipal juvenile facility, community intervention center or secure facility licensed or certified by OJA,

(ii) employee or applicant of a secure detention center, municipal juvenile facility, community intervention center or secure facility licensed or certified by OJA, or

(iii) persons allowed unsupervised access to children, including contract employees or volunteers, of a secure detention center, municipal juvenile facility, community intervention center or secure facility licensed or certified by OJA;

(B) a national criminal history records search based upon submission of fingerprints that shall be provided by the Oklahoma State Bureau of Investigation (OSBI), including Rap Back notification, and the Federal Bureau of Investigation (FBI), pursuant to National Child Protection Act, 42 U.S.C. § 5119a, and 74 O.S. § 150.9, provided both the OSBI and FBI act in their designated role;

(C) a search of the Oklahoma State Courts Network (OSCN) including Oklahoma District Court Records (ODCR);

- (D) a search of the Department of Human Services (DHS) Child Care Restricted Registry, also known as Joshua's List;
- (E) a search of the Department of Corrections (DOC) Sex Offender Registry;
- (F) a search of the DOC Violent Offender Registry, also known as the Mary Rippey Violent Crime Offenders Registry;
- (G) a search of all applicable out-of-state child abuse and neglect registries if the applicant has not lived continuously in Oklahoma for the past five (5) years;
- (i) The prospective applicant is not approved without the results of the out-of-state maintained child abuse and neglect registry checks, when a registry is maintained in the applicable state;
 - (ii) When no child abuse and neglect registry is maintained in the applicable state, the facility shall request any information that can be provided; and
- (H) a criminal history records search conducted by an authorized source, when an applicant has lived outside the United States within the last five (5) years.
- (7) Criminal history investigation.** The facility shall not employ or retain any person for whom there is documented evidence that the employee would endanger the health, safety, and/or well-being of juveniles.
- (A) A facility shall not employ or retain an individual who has been:
- (i) convicted of or entered a plea of guilty or nolo contendere to any felony involving:
 - (I) violence against a person;
 - (II) child abuse or neglect;
 - (III) possession, trafficking, manufacturing, sale or distribution of illegal drugs, or conspiracy to traffic, manufacture, sale, or distribute illegal drugs;
 - (IV) sexual misconduct;
 - (V) gross irresponsibility or disregard for the safety of others;
 - (VI) any crime against a child; or
 - (ii) in the case of child abuse and neglect, identified as a perpetrator in a juvenile court proceeding and/or has made an admission of guilt to a person authorized by state or federal laws or regulations to investigate child abuse and neglect.
- (B) As to the offenses identified in subsection A(i)(III) and (V) ~~a simple drug possession offender~~, the facility may, at its own discretion, make exceptions to the prohibition of employment if five (5) years have passed from completion of the applicant's criminal sentence and the facility can document that the health, safety, and well-being of juveniles would not be endangered.
- (i) The facility shall consider, document, and submit to the Licensing and Programs Assessment division within ten (10) days of the employee's first day of work the:
 - (I) type of crime or offense for which the individual was convicted or a finding was made; and
 - (II) reference letters concerning the individual in question.
 - (ii) The Licensing and Programs Assessment division may make a recommendation to the facility administrator as to whether the applicant for employment should be approved or disapproved.
- (C) If there is an allegation that a staff member has committed an act as described in OAC 377:3-13-43(a)(7)(A), the facility shall determine and document whether the staff member shall be removed from contact with juveniles until the allegation is resolved.
- (D) If any person is formally charged with any of the offenses described in OAC 377:3-13-43(a)(7)(A), notification must be made to the OJA Licensing and Programs Assessment division, and the employee must be removed from contact with juveniles until the charges are resolved.
- (E) No employee of the facility shall use or be under the influence of alcohol or illegal drugs during hours of work nor shall any employee use or possess illegal drugs at any time.
- (8) Personnel records.** The facility shall keep on file a written personnel record available for review for every staff person employed by the facility.
- (A) The personnel record includes, but is not limited to:
- (i) an application, resume or staff information sheet that documents qualifications for the position, valid driver's license or other state ID, birth certificate, applicable educational diploma;
 - (ii) health records as required by the facility;
 - (iii) three (3) written references and/or documentation of telephone interviews;
 - (iv) any reports and notes relating to the individual's employment with the facility and an annual job performance evaluations;
 - (v) dates of employment; and
 - (vi) date and reason for leaving employment.
- (B) When employment is involuntarily terminated, a statement regarding the reason for termination is to be included in the personnel file.
- (C) Personnel records are maintained for at least three years following a staff member's separation.
- (D) All employees' records are kept confidential subject to existing state and federal statutes.

(E) Staff members shall have access to their personnel files for reviewing purposes if a request is made to the facility administrator.

(9) **Staff training.** All staff shall be trained on facility policy and procedure and a training record be established for each staff member. A record of all annual training shall be maintained. At the end of the year, it shall become part of the personnel record.

(A) Each direct-care staff member shall be provided orientation before being allowed to work independently.

(B) Auxiliary staff shall receive orientation to the facility's policy and procedure and to their assigned duties.

(C) During orientation the trainer shall acquaint staff with the philosophy, organization, program practice, and goals of the secure juvenile detention facility.

(D) "Requirements for Secure Juvenile Detention Facilities" is reviewed as a part of the orientation process and is available to staff at all times.

(E) Within ninety (90) days of employment, by a detention facility, all direct-care staff shall have successfully completed a specific course of instruction in first aid as established by the Red Cross, ASHI, AHA, and presented by a certified instructor, or by a certified instructor in an equivalent professionally recognized first aid training program. There shall be a certificate or card issued to the employee and this card must be signed by the certified instructor attesting to the employee's successful completion of the professionally recognized first aid training program. The Red Cross, ASHI, AHA, or its equivalent, first aid course of instruction, presented by a certified instructor shall be updated within the employee's third year of employment and each succeeding three-year increment. The first aid training may count towards the employee's required annual training hours.

(F) Within ninety (90) days of employment by a detention facility, all direct-care staff shall be certified in have successfully completed an approved course of instruction in cardiopulmonary resuscitation (CPR) as established by the Red Cross, ASHI, AHA, or its equivalent. This training must be presented by a certified instructor, or by a certified instructor in an equivalent professionally recognized CPR training program. There shall be a certificate or card issued to the employee and this card must be signed by the certified instructor attesting to the employee's successful completion of the professionally recognized CPR training program. The Red Cross, ASHI, AHA, or its equivalent CPR course of instruction shall be presented by a certified instructor. Employees will maintain their certification, as required by the certifying entity. The CPR training may count towards the employee's required annual training hours.

(G) Full-time direct-care staff and administrators shall obtain at least 24 hours of training per employment year. Hours are prorated at two hours per month for staff who have not been employed for a full year.

(H) Part-time direct-care staff shall have training hours prorated based on the average number of hours of work per month.

(I) On-call staff shall have a minimum of six (6) hours of training per year.

(J) Support staff shall obtain a minimum of twelve (12) hours of training per employment year.

(K) The content of staff development courses for direct-care staff is relative to their roles and responsibilities.

Content may include:

- (i) crisis intervention;
- (ii) child development;
- (iii) behavior management;
- (iv) discipline;
- (v) stress management;
- (vi) therapeutic relationship and intervention;
- (vii) child abuse detection, reporting and prevention;
- (viii) suicide prevention;
- (ix) human sexuality;
- (x) client grievance procedures;
- (xi) communicable diseases, including sexually transmitted diseases; and
- (xii) any other training deemed necessary to meet individual or group training needs.

(L) Attendance at professional conferences, workshops, seminars, formal education classes, or in-service training is counted toward the training requirements provided the training is documented and meets the content requirements.

(b) **Facility Administrator.** The duties and qualifications of the facility administrator are described in 1 - 2 of this subsection.

(1) **Responsibilities.** The facility administrator is responsible for implementing the policies adopted by the governing body, the ongoing operation of the facility, and compliance with the Requirements for Secure Juvenile Detention Facilities.

(A) In the facility administrator's absence a person shall be designated to act as administrator and shall be available to detention staff in person or by telephone.

(B) A designated person of responsibility shall be at the secure juvenile detention facility at all times. The designated person is directly responsible to the administrator who is to be notified of any irregularities in the general affairs of detention and follow through with directives given.

(C) The duties of the facility administrator include, but are not limited to:

- (i) preparing and presenting the budget for the appropriate authority to review and approve;

- (ii) administering the budget and maintaining accurate financial records;
- (iii) employing and discharging staff according to the established personnel rules;
- (iv) supervising the program overall;
- (v) holding staff meetings on a monthly basis to discuss plans and interpret policies to the staff;
- (vi) organizing a program for the continued training and development of staff;
- (vii) establishing and maintaining working relationships with other social services agencies within the community; and
- (viii) interpreting the program to professional and lay groups.

(2) Qualifications.

(A) The education, experience, and qualifications of the administrator of a ~~large facility (20 beds or more)~~ are specified in writing by the governing body of the facility and includes, at a minimum:

- (i) ~~bachelor's degree from an accredited college/university in an appropriate discipline and five (5) years relevant work experience; or~~
- (ii) ~~an associate's degree from an accredited junior college, college, or university in an appropriate discipline and seven (7) years relevant work experience; two (2) years of experience working with juveniles; or and~~
- (iii) ~~ten (10) years relevant work experience; five (5) years in staff supervision and administration.~~

(B) ~~As used in subsection (2)(A) above, relevant work experience shall include The education, experience, and qualifications of the administrator of a small facility (less than 20 beds) are specified in writing by the governing body of the facility and includes, at a minimum:~~

- (i) ~~two (2) years of experience working with juveniles; and an associate's degree from an accredited junior college/college/university in an appropriate discipline (i.e. social work, sociology, psychology, criminal justice, etc.); OR~~
- (ii) ~~five (5) years in staff supervision and administration; sixty (60) hours of credits from an accredited junior college/college/university of which fifteen (15) hours must be in the appropriate discipline as indicated in (i); and~~
- (iii) ~~two (2) years in staff supervision; and~~
- (iv) ~~one (1) year of experience working with juveniles.~~

(C) A facility administrator hired prior to January 1, 2000 shall be exempt from the rules set forth in (A) of this paragraph.

(3) **Location.** All facilities administrators must maintain their primary office at the detention facility.

(4) No individual(s) shall be allowed to serve as the facility administrator, or their designee, with a confirmed/substantiated finding of abuse or neglect by DHS or other entity authorized by state, federal laws or regulations to investigate child abuse and neglect.

(c) **Direct care staff.** The qualifications and hiring requirements for direct care staff are described in (1) - (2) of this subsection.

(1) **Qualifications.** All direct-care staff shall be at least 21 years of age and possess a high school diploma or its equivalent or obtain a high school diploma or equivalent within the first year of employment.

(2) **Hiring requirements.** A direct-care staff person can be hired when the person:

- (A) has his or her character and fitness attested to by three (3) satisfactory written references and a criminal history background check is conducted as required and in conformance with 377:3-13-43(a)(6);
- (B) is qualified and capable of satisfactorily performing assigned job responsibilities; and
- (C) does not pose a known risk to juveniles.

(d) **Support staff.** Support staff shall be able to read and write; demonstrate knowledge and skills necessary to the job assignments; and meet the requirements for direct-care staff if responsible for direct care of juveniles for any part of the day.

377:3-13-44. Security and control

(a) The facility shall have policy and procedure for security and control.

(b) A list of in-house rules, outlining acts prohibited in the facility and the range of disciplinary procedures, is given to all juveniles. The list is posted in a conspicuous and accessible area.

(1) Staff members shall explain in-house rules to each juvenile admitted to the facility.

(2) When a literacy or language problem prevents a juvenile from understanding the list of rules, a staff member or translator shall assist the juvenile in understanding the rules.

(c) Required security control procedures are described in 1 - 15 of this subsection.

(1) **Resident count.** The facility shall have a system to physically count detained juveniles.

(A) The facility director shall designate one staff member per shift to conduct at least one uninterrupted population count during the shift.

(B) The staff member conducting the count shall be a trained employee in each living unit who shall see the juveniles being counted.

(C) Juveniles shall not be permitted to move about the facility during the count.

(D) Documentation of resident counts is available at the facility at all times.

(2) **Mail security.** Written policy and procedure provide that a juvenile may send or receive mail without limitation, censorship, or prior reading by staff. Staff may open a juvenile's mail in the presence of the juvenile to inspect for contraband. However, staff shall not read the opened mail.

(3) **Searches and control of contraband.** The facility shall have written policy and procedure governing searches and control of contraband.

(A) Policy and procedure include, but are not limited to:

- (i) control of contraband;
- (ii) searches for contraband;
- (iii) body searches;
- (iv) property searches;
- (v) searches of the facility; and
- (vi) visitor searches;

(B) Residents and visitors shall be notified that they are subject to search.

(C) No resident shall be searched beyond what is necessary to maintain proper security.

(D) Searches are conducted by a staff member of the same sex as the resident or visitor.

(E) A body cavity search may be conducted only when there is a strong reason to believe that the juvenile is concealing contraband in a body cavity.

(i) The facility administrator must give authorization to medical personnel for any body cavity search.

(ii) Medical personnel are the only persons authorized to perform body cavity searches.

(iii) The body cavity search must be conducted in a private area of the facility, without windows, which ensures the privacy and dignity of the juvenile.

(iv) A supervisory witness of the same sex as the juvenile shall be present during the body cavity search.

(v) The detention facility shall contact the OJA Advocate General within 24-hours of conducting a body cavity search.

(4) **Staff ratios and staffing patterns.** There is a minimum ratio of 1:7 direct-care staff to residents during waking hours and 1:16 during residents' sleeping hours.

(A) Direct-care staff are defined as staff on the unit with the juveniles.

(B) When a female is placed in detention, there must be a female staff member on duty and when a male is placed in detention, there must be a male staff member on duty;

~~(C)(B)~~ A minimum of two direct-care staff are on duty at all times in the facility.

~~(D)(C)~~ Juveniles in detention shall be supervised at all times. The facility shall have enough staff ~~available for staff to remain close to and in visual contact with the juveniles.~~

(i) If a resident is placed in their room for medical, safety, or behavioral concerns, this will be considered a room confinement and the facility licensing standards on resident visual observation checks will be adhered at all times.

(ii) During residents' sleeping hours room checks will be completed not to exceed 30 minutes between checks.

(iii) All room checks should be documented daily in an observation log and maintained by the facility.

(5) **Surveillance plan.** The facility shall have a plan for surveillance of all areas of the perimeter of the facility. Outside lighting must be sufficient to provide visibility under all conditions with no blind spots.

(6) **Door security.** All doors that are security perimeter entrances, exterior doors, and doors which the facility administrator determines should be locked are kept locked. These doors are unlocked only for admission or exit of juveniles, employees, or visitors or in case of an emergency.

(A) Doors to vacant units, unoccupied areas, and storage rooms are kept locked when not in use.

(B) Staff members shall know what doors must be locked and under what circumstances they are opened.

(C) Once a door is locked, it is checked to see that it is secured.

(7) **Key control.** The facility's key-control system provides for the following:

(A) a log to record the number of keys given out, the location of the lock, the number of keys to that lock, and the names of employees possessing keys;

(B) a central administrative area from where the keys can be issued;

(C) a manner of storage that permits easy determination of either the presence or absence of keys;

(D) labeling of all keys and maintenance of at least one duplicate key for each lock; and

(E) readily available fire and emergency keys.

(8) **Physical force.** Rules relating to the use of physical force are set forth in this paragraph.

(A) Written policy and procedure limit the use of physical force:

(i) for self-protection;

(ii) to separate juveniles from fighting;

(iii) to restrain juveniles in danger of inflicting harm to themselves or others; and

(iv) to restrain juveniles who have escaped or who are in the process of escaping;

(B) The least amount of force is used.

(C) Physical force may not be used as punishment or retaliation.

- (D) Facility personnel shall not encourage or knowingly permit any person to use physical force which is contrary to policy.
- (E) Staff members shall not provoke physical confrontation by taunting, harassing, or cursing a resident or otherwise manipulating a resident into activities which would justify physical force.
- (F) A written report is prepared following all uses of force and submitted to the facility administrator by the end of the shift detailing the incident which initiated the use of force, the type of force used and the beginning and end time of the use of force.
- (G) Staff members shall receive written guidelines on the use of physical force and shall be informed that loss of employment may result if unauthorized use of physical force is proven.
- (H) Medical attention shall be provided immediately upon the juvenile's release from restraint as a result of physical force even if there is not visible evidence or complaint of injury. Staff certified in first aid and CPR may provide medical attention and are responsible for referring the juvenile to licensed medical personnel, if warranted.
- (9) **Use of mechanical restraints.** Any instrument of restraint must be approved by the facility administrator or designee.
- (A) Restraints are used only:
- (i) for self-protection;
 - (ii) to separate juveniles from fighting;
 - (iii) to restrain juveniles in danger of inflicting harm to themselves or others;
 - (iv) to restrain juveniles who have escaped or who are in the process of escaping; and
 - (v) prevent destruction of property if reasonably related to (i) through (iv).
- (B) Restraints are used only with the approval of the facility administrator or designee.
- (C) Restraints may not be used as a form of punishment.
- (D) Restraints are used only as long as necessary and are removed as soon as the juvenile regains control of his/her behavior.
- (E) When restraints are placed on a juvenile, such placement must be made by a trained and authorized staff member in a humane manner that does not restrict the juvenile's blood circulation.
- (F) Juveniles shall not be restrained to an immovable object.
- (G) A juvenile's hands and feet may be restrained, however restraining of the juvenile's hands to his or her feet is prohibited.
- (H) The use of hog-tying is prohibited.
- (I) A juvenile placed in restraints shall not be left unattended and must be continually supervised.
- (J) A full written report is submitted by the end of the shift to the administrator following every use of an instrument of restraint.
- (10) **Chemical agents.** Facility staff shall not use chemical agents for security. Staff may not use tear gas, mace, pepper spray, and related chemical agents to control juveniles.
- (11) **Weapons.** Weapons are not permitted except when authorized by state law.
- (12) **Procedures for separation from general population and/or general activities for disciplinary reasons.** The following procedure shall be utilized as an intermediary level of intervention, which requires the continual line of sight and sound observation of the juvenile. If a juvenile is separated from the general population, the reasons for the separation and length of time shall be documented in the written daily observation of the juvenile. The separation should not be in excess of 60 minutes. Additional intervals shall be approved by a supervisor/administrator who was not involved in the original incident. Facilities which do not have another supervisor/administrator on site shall receive re-authorization from the on-call administrator. The reasons for the continued separation must be documented. The juvenile shall be released when staff determines that he or she can safely be returned to the group.
- (13) **Room restriction.** Room restriction is one means of informally resolving minor juvenile misbehavior. It serves a "cooling off" purpose and has a short time period (up to 60 minutes) that is specified at the time of the assignment.
- (14) **Room confinement.** Room confinement means locking a juvenile in his/her room when the juvenile has been charged with a major rule violation requiring confinement for his/her safety or the safety of others or to ensure the security of the facility.
- (A) Room confinement is used with detained juveniles:
- (i) for self-protection;
 - (ii) to separate juveniles from fighting;
 - (iii) to restrain juveniles in danger of inflicting harm to themselves or others;
 - (iv) to restrain juveniles who have escaped or who are in the process of escaping;
 - (v) to prevent destruction of property if reasonably related to (i) through (iv); and
 - (vi) stop behavior that incites other juveniles which jeopardizes the safety of staff and residents of the facility and is reasonably related to (i) through (iv).
- (B) Room confinement of juveniles shall be re-authorized every 3 hours, except during normal sleeping hours, by a supervisor/administrator who was not involved in the original incident. Facilities which do not have another supervisor/administrator on site shall receive re-authorization every 3 hours from the on-call administrator. Reasons for continued room confinement shall be documented.

- (C) A juvenile shall not be in room confinement in excess of 24 hours without the opportunity of an administrative review by the administrator or designee who was not involved in the incident. Any juvenile for whom it is determined by the administrator, or designee, to continue room confinement in excess of forty-eight (48) hours, must complete a report detailing the reasons for continued room confinement and submit it to the OJA for review within twenty-four (24) hours of exceeding the forty-eight (48) hours.
- (15) **Procedure for room confinement or room restriction.** When room restriction or confinement is used, the procedure given in (A) - (E) of this paragraph is followed.
- (A) Prior to room restriction or confinement, facility staff shall explain the reasons for the restriction or confinement to the juvenile and shall give the juvenile an opportunity to explain his or her behavior.
- (B) Any juvenile shall be visibly observed by a staff member every 15 minutes, and this must be documented.
- (C) Juveniles placed in room confinement shall be afforded living conditions and essential services approximating those available to the general juvenile population. Exceptions shall be justified in writing by clear and substantial evidence.
- (D) The juvenile shall be released when staff determines juvenile can safely be returned to the group and no longer presents a safety risk to self or others.
- (E) A written record shall be maintained on any juvenile placed in room restriction or confinement. It includes a log stating who authorized the action, names of persons observing the juvenile and times of observation, the person authorizing release, and the time of release.
- (16) **Escape and absence without leave.** The facility shall develop written policy and procedure for juveniles who escape from the facility or are absent without leave which shall include the notification of law enforcement agencies.

PART 7. REQUIRMENTS FOR COMMUNITY INTERVENTION CENTERS (CIC)

377:3-13-88. Personnel

(a) Community Intervention Center (CIC) program director.

(1) **Qualifications.** The qualifications (including education and experience), authority, and responsibilities of the program director shall be specified in writing by the CIC's governing body, and include:

- (A) a bachelor's degree; and
- (B) one year of experience working with juveniles or working in the juvenile justice system.

(b) **Direct-care staff qualifications.** All direct care staff shall be at least 21 years of age and possess a high school diploma or its equivalent or obtain a high school diploma or equivalent within the first year of employment.

(c) **Background history records searches.** The Office of Juvenile Affairs, through direct request, shall require a records search for each applicant for employment, which shall include the following:

- (1) a national criminal history records search based upon submission of fingerprints that shall be provided by the Oklahoma State Bureau of Investigation (OSBI), including the Rap Back notification, and the Federal Bureau of Investigation (FBI) National Child Protection Act, 42 U.S.C.A. § 5119a, and 74 O.S. § 150.9, provided both the OSBI and FBI act in their designated role;
- (2) a search of the Oklahoma State Courts Network (OSCN) including Oklahoma District Court Records (ODCR);
- (3) a search of the Department of Human Services (DHS) Child Care Restricted Registry, also known as Joshua's List;
- (4) a search of the Department of Corrections (DOC) Sex Offender Registry;
- (5) a search of the Department of Corrections (DOC) Violent Offender Registry, also known as the Mary Rippy Violent Crime Offenders Registry;
- (6) a search of all applicable out-of-state child abuse and neglect registries if the applicant has not lived continuously in Oklahoma for the past five (5) years;
 - (A) The prospective applicant is not approved without the results of the out-of-state maintained child abuse and neglect registry checks, when a registry is maintained in the applicable state;
 - (B) When no child abuse and neglect registry is maintained in the applicable state, the facility shall request any information that can be provided; and
- (7) a criminal history records search conducted by an authorized source, when an applicant has lived outside the United States within the last five (5) years.
- (8) the Office of Juvenile Affairs shall make a direct request for background searches to be conducted on behalf of any:
 - (A) operator or responsible entity making a request to establish or operate a secure detention center, municipal juvenile facility, community intervention center or secure facility licensed or certified by the Office of Juvenile Affairs,
 - (B) employee or applicant of a secure detention center, municipal juvenile facility, community intervention center or secure facility licensed or certified by the Office of Juvenile Affairs, or
 - (C) persons allowed unsupervised access to children, including contract employees or volunteers, of a secure detention center, municipal juvenile facility, community intervention center or secure facility licensed or certified by the Office of Juvenile Affairs.

(d) **Criminal history investigation.** An employee's criminal history investigation record must be kept in a secure location, separate from his or her personnel file.

- (1) A facility shall not employ or retain an individual who has been convicted of or entered a plea of guilty or nolo contendere to any felony involving:
 - (A) violence against a person;
 - (B) child abuse or neglect;
 - (C) possession, trafficking, manufacturing, sale or distribution of illegal drugs, or conspiracy to traffic, manufacture, sale, or distribute illegal drugs;
 - (D) sexual misconduct; or
 - (E) gross irresponsibility or disregard for the safety of others;
 - (F) any crime against a child; or
 - (G) in the case of child abuse and neglect, identified as a perpetrator in a juvenile court proceeding and/or has made an admission of guilt to a person authorized by state or federal laws or regulations to investigate child abuse and neglect.
- (2) No employee of the CIC shall use or be under the influence of alcohol or illegal drugs during the hours of work nor shall any employee use or possess illegal drugs at any time.
- (3) As to a simple drug possession offender, the facility may, at its own discretion, make exceptions to the prohibition of employment if five years have passed from completion of the applicant's criminal sentence and the facility can document that the health, safety, and well-being of juveniles would not be endangered.
 - (A) The facility shall consider, document, and submit to the Office of Public Integrity within 10 days of the employees first day of work the;
 - (i) type of crime or offense for which the individual was convicted or a finding was made; and
 - (ii) reference letters concerning the individual in question.
 - (B) The Office of Public Integrity may make a recommendation to the facility administrator as to whether the applicant for employment should be approved or disapproved.
- (4) If any person is formally charged with any of the offenses described in OAC 377:3-13-88(d)(1), he or she must be removed from contact with juveniles until the charges are resolved.
- (5) If there is an allegation that a staff member has committed an act as described in OAC 377:3-13-88(d)(1), the facility shall determine and document whether the staff member shall be removed from contact with juveniles until the allegation is resolved.

(e) **Health requirements.** An employee's health record must be kept in a secure location, separate from his or her personnel file.

- (1) Each employee must have a pre-employment physical conducted by a licensed physician.
- (2) Testing for tuberculosis is not required on a routine basis. Tuberculin skin testing shall be required when there is a local identified tuberculin exposure identified by the Oklahoma State Department of Health.
 - (A) When a tuberculin skin test is required, employees with a positive skin test reaction must submit documentation by medical personnel that signs or symptoms of tuberculosis are not present.
 - (B) An employee who has ever had a positive skin test reaction must have or provide documentation of a chest x-ray. Additional tests or x-rays are not required unless symptoms develop that are suggestive of tuberculosis.

(f) **Personnel records.** Every staff person employed by the CIC shall have a written personnel record, which complies with personnel policies of the municipality or service provider. The CIC shall have written personnel policies. The program director shall make personnel policies, which include written job descriptions, available to all employees. Either the policy or job description specifies the person to whom the employee is responsible and the duties the employee is expected to perform.

- (1) Each personnel record must include:
 - (A) an application, resume, or staff information sheet that documents qualifications for the position;
 - (B) three reference letters, or if the reference was interviewed by phone, documentation of telephone interview must contain the:
 - (i) content of the interview;
 - (ii) date and time of the interview; and
 - (iii) name of employee conducting the telephone inter-view;
 - (C) documentation that the staff member was provided a copy of personnel policies, including his or her job description.
 - (D) written disciplinary action forms and job performance evaluations;
 - (E) dates of employment; and
 - (F) date and reason for employment separation or termination.
- (2) Personnel records shall be maintained for at least three (3) years following an employee's separation.
- (3) All employee records shall be confidential subject to existing federal and state statutes.
- (4) All employees shall have access to their personnel files for reviewing purposes upon request to the program director and according to agency policy.

(g) **Staff orientation.**

- (1) Each direct-care staff shall be provided orientation before being allowed to work independently. In addition to a review of the certification standards and on-the-job training with an experienced staff member, the orientation must include a

review of the CIC's:

- (A) policies and procedures;
- (B) philosophy and goals;
- (C) organization;
- (D) behavior management/crisis intervention training; and
- (E) job expectations for the individual employee.

(2) Within 90 days of employment, each direct-care staff shall successfully complete first aid training. The training must be conducted by a certified instructor from the American Red Cross or its equivalent. The employee must be recertified in first aid every three years. First aid training may be counted as training hours. At least one staff person trained and certified in first aid shall be present in the CIC at all times.

(3) Within 90 days of employment, each direct-care staff shall be certified in cardiopulmonary resuscitation (CPR). The employee shall be recertified annually. CPR certification and recertification may be counted as training hours. At least one staff person trained and certified in CPR shall be present at all times.

(4) Within six (6) months of employment, each direct-care staff shall complete a certified class on behavior management; e.g., MAB, MANDT, CLEET, etc.

(5) The CIC must maintain written documentation of each area in which the employee received orientation.

(h) Staff training.

(1) All direct-care staff and program administrators shall obtain at least 24 clock hours of training per employment year. Hours are prorated for staff who have not been employed for a full year or are part-time employees.

(2) Professional conferences, workshops, seminars, formal education classes, or in-service training are considered training.

(3) Documentation of the employee's training shall be maintained in the employee's file.

PART 11. REQUIREMENTS FOR SECURE JUVENILE DETENTION CENTERS

377:3-13-123. Provisional certification [REVOKED]

~~(a) Secure facilities certified by the Department of Human Services as residential childcare facilities prior to November 1, 2009, shall receive provisional certification to operate as a secure juvenile facility for 180 days. Prior to the conclusion of the 180 days, the Office of Juvenile Affairs shall evaluate the facility to ensure that the facility meets the certification standards promulgated by the Board of Juvenile Affairs for secure juvenile facilities.~~

~~(b) The Office of Juvenile Affairs shall initially evaluate any newly established secure juvenile facility to ensure compliance with standards relating to staffing and the physical plant. A determination that the facility meets the standards shall result in the issuance of a provisional certification for 180 days and authorization for the placement of juveniles into the facility. Prior to the conclusion of the 180 days, the Office of Juvenile Affairs shall evaluate the facility to ensure that it meets all certification standards promulgated by the Board of Juvenile Affairs for secure juvenile facilities.~~

~~(c) Denial or revocation of certification. When the operator of a secure juvenile facility is unable or unwilling to comply with standards promulgated by the Office of Juvenile Affairs' Board or has failed to adequately protect the health, safety and welfare of the juveniles in its facility, OJA may deny or revoke the facility's certification. OJA shall furnish thirty (30) calendar days written notice of the decision to deny or revoke certification and the grounds for such action. The facility operator shall have thirty (30) calendar days from receipt of the OJA notice of denial or revocation to protest the action in writing to the OJA Executive Director. An administrative hearing shall be convened where the facility operator will be given the opportunity to present testimony and witnesses. If the result of the hearing is to uphold the OJA action of denial or revocation, the facility operator may appeal to the district court pursuant to 12 O.S. § 951. In the event there is not an appeal, the secure juvenile facility shall cease operation on the effective date of the denial or revocation action.~~

377:3-13-144. Security and control

(a) Juvenile count.

(1) At least one daily uninterrupted juvenile population count shall be conducted on each shift;

(2) The results of the population count shall be transmitted to central control where it is documented and available at all times; and

(3) No movement of juveniles shall be permitted during the population count.

(b) Mail security. The secure facility shall have a mail security policy that shall include the following:

(1) A child shall have constant access to writing materials and may send mail without limitation, censorship or prior reading, and may receive mail without prior reading, except that mail may be opened in the presence of the child, without being read, to inspect for contraband, as defined by 57 O.S., § 21 or as otherwise defined by rules promulgated by the Board of Juvenile Affairs, or to inspect for material harmful to minors, as defined by 21 O.S., § 1040.75. Provided that, when based on legitimate facility interests of order and security as determined by the facility administrator, mail addressed to a child or sent by a child may be read, censored, or rejected, except that mail addressed to a child from the attorney of the child or sent by the child to the attorney of said child shall not be opened, censored, or withheld in any way. The child shall be notified when incoming or outgoing mail is withheld in part or in full.

(A) Legitimate facility interests may include but are not limited to:

- (i) for security reasons where a clearly documented reason exists, e.g., the correspondent has aided the juvenile in planning an escape or has used the mail to send the juvenile contraband items;
- (ii) where it is clearly documented that the correspondence is from a person whose continued relationship poses a threat to the juvenile's treatment or rehabilitation; or
- (iii) when the correspondence is from correctional facility inmates whose continued relationship poses a threat to the juvenile's treatment or rehabilitation.

(B) In any of the above cases, staff shall return the unopened mail to its point of origin, unless it is clearly documented that the correspondence is from a relative.

(c) Control of contraband and Facility Prohibited Item (FPI).

(1) Contraband is defined as any item introduced or found in the secure facility, the mere presence or possession of which shall constitute a violation of criminal law. Contraband discovery procedures require:

- (A) confiscation by staff with the completion of a report prior to the end of the shift;
- (B) a log entry by staff containing the contraband description and names of involved person(s);
- (C) placement of the contraband into secure storage;
- (D) a notification to the facility administration for the initiation of a criminal investigation; and
- (E) the establishment of a timeline and procedures for storing and disposing of contraband;

(2) A Facility Prohibited Item (FPI) is defined as an item in an individual's possession or control, which is a violation of facility, or unit rules, but does not constitute a violation of criminal law. FPI discovery procedures require:

- (A) The confiscation of the FPI by staff with the completion of a report prior to the end of the shift;
- (B) a log entry by staff containing the FPI description and the names of involved person(s);
- (C) non-perishable FPI confiscated from a juvenile shall be entered on the juvenile's personal property inventory and, if appropriate, returned upon the juvenile's release;
- (D) all other non-perishable FPI confiscated from staff, visitors or others shall be inventoried and properly disposed of when no longer administratively necessary;
- (E) all perishable FPI shall be photographed, if necessary, and immediately disposed of in an appropriate manner; and
- (F) the opportunity for juveniles to challenge the confiscation of FPI through the established grievance procedure.

(d) Searches.

(1) **General area search** is defined as a random search of all areas of the secure facility for the security and safety of the juveniles and staff.

- (A) The facility administrator shall authorize the procedures through the distribution of a post order.
- (B) The search shall be accomplished under the direction of a security shift supervisor by teams of two or more staff trained in conducting searches.
- (C) The use of a canine may be authorized, if appropriate and available.
- (D) Dates and times for the searches shall be at the discretion of the secure facility's administrator.
- (E) The objective of the searches shall be to discover and confiscate contraband and/or FPI.
- (F) The completion of staff reports shall be required before the end of shift.

(2) **Specific area search** is defined as a search limited to a certain time and area involving juveniles' personal property in one or more juvenile living quarters.

- (A) The search shall be based on reasonable suspicion that a juvenile(s) is in possession of contraband and/or FPI or without reasonable suspicion upon the routine transfer of a juvenile from one living area to another.
- (B) A facility administrator shall authorize a search based upon reasonable suspicion while a shift supervisor or above shall authorize a search based on a routine transfer.
- (C) The search shall be accomplished under the direction of a security shift supervisor by teams of two or more staff trained in conducting searches.
- (D) The use of a canine may be authorized, if appropriate and available.
- (E) The date and time for the search shall be specific to the event establishing reasonable suspicion or to the date, time and location of the routine juvenile transfer.
- (F) The search objective shall be to discover and confiscate contraband and/or FPI and/or recover missing property and/or injurious item(s).
- (G) The completion of staff reports shall be required prior to the end of shift.

(3) **Juvenile body search** is defined as observing and touching the body to discover contraband and/or FPI and is described from the least intrusive to the most intrusive types of search:

- (A) **Pat search** is considered to be a routine search and the least intrusive type of search.
 - (i) It shall be routinely conducted based on suspicion of contraband and/or FPI on the juvenile's person.
 - (ii) It shall be routinely conducted:
 - (I) Upon the completion of work assignments (i.e. kitchen, maintenance, etc.); or
 - (II) At the conclusion of visitation;
 - (III) After returning from recreation or from school; or
 - (IV) Following a restraint.

(iii) The search shall be conducted by a minimum of two staff members trained in searches, one of whom shall be the same gender as the juvenile, except in an emergency situation.

(iv) Procedures for conducting the search include:

- (I) The use of hands to pat the outside clothing covering the body;
- (II) The back of the hands shall be used to pat the genitals, buttocks (males and females) and breasts (female); and
- (III) The search may include the removal of coat, hat, gloves, shoes and socks.

(v) A written report shall be required by the end of the shift only when an illegal and/or prohibited item(s) is found.

(B) Disrobement search is considered intrusive and involves the complete removal of all clothing items from the body.

(i) This search requires reasonable suspicion that a juvenile(s) is in possession of contraband and/or injurious item(s) and shall be conducted pursuant to verbal or written authorization from the facility administrator or designee.

(ii) The search shall be routinely conducted:

- (I) During admission to the secure facility; or
- (II) During discharge from the secure facility; or
- (III) Upon return from a pass; or
- (IV) Upon return from any appointment, court appearance, event or activity outside the perimeter fence of the secure facility.

(iii) The search shall be accomplished under the direction of a security shift supervisor by a minimum of two staff members trained in searches, both of whom are the same gender as the juvenile.

(iv) The search shall be conducted in a professional manner in an area that prevents observation by other staff and/or other juveniles and not covered by surveillance cameras.

(v) A written report is required by the end of the shift whether or not an illegal and/or prohibited item(s) is found.

(C) Cavity search is defined as a non-routine and intrusive search that involves medical personnel in searching the internal areas of body orifices.

(i) The search requires prior written authorization by the facility's administrator or designee based on written facts that would lead a reasonable person to believe a juvenile is carrying contraband and/or injurious item(s) in a body cavity.

(ii) The search shall only be conducted by a physician at the secure facility or by medical personnel at a local hospital.

(iii) A written report shall be required by the end of the shift documenting the search, including the names of the medical personnel involved, whether or not an illegal and/or prohibited item(s) is found.

(4) Each facility shall maintain a stationary and mobile magnetometer in good working order. All juveniles, staff, and visitors shall be required to pass through the facility's magnetometer (metal detector), and hand-wand if necessary, prior to entry into the facility.

(e) Staff ratios.

(1) The ratio of staff to juveniles on a unit shall not be less than 1 to ~~8+0~~ during waking hours and 1 to ~~10+2~~ during sleeping hours. For units composed entirely of secure individual sleeping rooms the ratio shall not be less than 1 to 10 during waking hours and 1 to 14 during sleeping hours.

(2) At least one staff member of the same gender as the juveniles shall be on duty within the facility on each shift.

(3) Juveniles shall be supervised at all times. Each secure facility shall maintain a plan that details the frequency of visual checks of juveniles made by the staff.

(f) Surveillance plan.

(1) The secure facility shall have a plan for surveillance of all areas of the facility's perimeter. Outside lighting must be sufficient to provide visibility under all conditions with no blind spots.

(2) The facility shall maintain a camera system that is in working condition and monitored by staff in real time with recording capabilities to maintain a minimum of ninety (90) days of video.

(g) Door security.

(1) All perimeter security doors to the living units shall be locked and doors to vacant or unoccupied living units and storage rooms shall remain locked when not in use.

(2) The facility shall maintain a backup release system that allows for the immediate release of juveniles from locked areas in the event of an emergency.

(h) Key control.

(1) The facility's key control system shall include:

- (A) The maintenance of a log of all keys with lock locations and names of employees possessing keys;
- (B) Key storage that permits easy determination of the presence or absence of keys;
- (C) The maintenance of at least one duplicate key for each lock in the facility;
- (D) A central area from which keys are issued; and

- (E) The labeling of all keys to include color-coding and touch identification of emergency keys.
- (F) No keys shall be taken off the premises except as authorized by the facility administrator.

(i) Physical force.

- (1) Use of force is authorized, as provided in 10A O.S., § 2-7-604 and 377:10-1-4.
- (2) Use of physical force requires a medical evaluation and photo(s) of the juvenile(s) immediately following the incident.
- (3) A written report is required prior to the end of shift following all uses of physical force.

(j) Mechanical restraints. The standards regarding mechanical restraints are found in 10A O.S., § 2-7-604 and 377:10-1-4.

(k) Oleoresin Capsicum. The use of Oleoresin Capsicum (OC) spray is prohibited ~~shall conform to 377:10-1-4.1.~~

(l) Solitary Confinement.

- (1) The use of confinement as a method of intervention with juveniles shall be limited to the following:
 - (A) Solitary confinement is the involuntary removal of a juvenile from contact with other persons by confinement in a locked room, including the juvenile's own room, except during normal sleeping hours. Solitary confinement is a serious and extreme measure to be imposed only in emergency situations. It may be imposed only upon a juvenile in a secure facility who is out of control and is a serious and immediate physical danger to him or herself or others, and only after less restrictive methods of control have failed.
 - (B) Solitary confinement shall not be used for punishment at any secure facility. No juvenile shall remain continuously in solitary confinement in excess of three (3) hours. As soon as the juvenile is sufficiently under control so as to no longer pose a serious and immediate danger to him or herself or others, the juvenile shall be released from solitary confinement. The use of such confinement is not limited to three (3) continuous hours within any twenty-four (24) hour period when the juvenile is out of control and poses a continuing serious and immediate physical danger to him or herself or others, provided that any juvenile who meets this required standard for such confinement for a period in excess of three (3) continuous hours must be examined by a licensed mental health professional at the conclusion of the 3-hour period.
 - (C) All rooms used for solitary confinement shall have at least eighty (80) square feet of floor space, and shall have toilets, potable water, and adequate lighting, heating/cooling, and ventilation for the comfort of the juvenile. Juveniles in solitary confinement shall have access to appropriate medical and psychological services.
- (2) A facility shall establish procedures for solitary confinement that include:
 - (A) a log of events to include date, time, location and rationale;
 - (B) staff visual observation of juvenile behavior as documented every fifteen minute period the juvenile is in solitary confinement; and
 - (C) reauthorization by the facility administrator after every twenty-four (24) hour period of time the juvenile has been in solitary confinement.
- (3) Juveniles are afforded living conditions and privileges based on their behavior.
- (4) The establishment of a cool down period and time out periods as appropriate types of interventions for inappropriate juvenile behaviors.

(m) Firearms and tools.

- (1) Firearms shall not be permitted in the secure facility except for law enforcement officers during emergency situations.
- (2) All tools and kitchen utensils shall be classified, controlled and stored based on their level of risk for death or serious injury.

(n) Escape. The facility shall develop procedures for apprehension of juveniles who escape from the facility to include notification of law enforcement agencies and OJA criminal investigators.

FY2026

AFFIDAVIT OF ASSIGNMENT

The county of Pittsburg, ("Contractor") has entered into a contract with the Office of Juvenile Affairs ("OJA") for the period 7/1/2025 through 6/30/2026 to provide for the temporary detention of children who are or may be subject to secure detention as required by 10A O.S. §2-3-103.C.2. ("Contract"). The Contractor has entered into a subcontract with EDYS, Inc., ("Subcontractor") to develop and provide those services required by the Contract with OJA, a copy of which is attached hereto.

Contractor hereby assigns to the Subcontractor the authority to submit claims directly to OJA and receive payments directly from OJA for services provided pursuant to the Contract. It is Contractor's responsibility to notify OJA in writing to terminate assignment.

Subcontractor Information:

FEI #: _____

Name: EDYS, INC.

Mailing Address: 802 E. Wyandotte
McAlester, OK 74501

County Commissioner

Date

Ron Selmon
County Commissioner

7/7/2025
Date

John Hoopes
County Commissioner

7/7/2025
Date

NOTARY PUBLIC

Subscribed and sworn before me this 1st day of July, 2025

My Commission expires: 04/16/2027

My Commission Number is: 03006291



OJA Review: _____ Date: _____

Title: _____

INTERLOCAL AGREEMENT

BETWEEN

PITTSBURG COUNTY DISTRICT #2 AND

Larry James

WHEREAS, Pittsburg County District #2 and

Larry James

wish to enter into

the following agreement.

Larry James

has agreed to allow Highway District #2 to access his

property for the purpose of

drainage problem on county Road
(Pittsburg Road)

In return, Highway District #2 agrees to repair any damages caused to

Larry James

property.

This agreement may be terminated by either party by written notice.

Dated:

6/4/25

Approved by BOCC: 7/7/2025

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

CHAIRMAN

Ron Schwan

VICE-CHAIRMAN

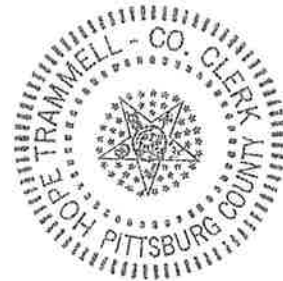
Mike Hays

MEMBER

Larry James

LANDOWNER

ATTEST:



Robb Hammell

COUNTY CLERK



Pittsburg County
Health Department

Clifford Power

12 month emergency generator maintenance agreement with an annual fee of \$1,246.00 beginning July 1, 2025 and terminating on June 30, 2026.

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

Juliann Montgomery

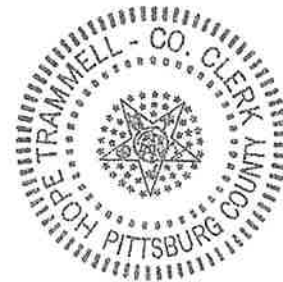
Regional Administrative Director

Examined and approved this 7th day of July, 2025 by the Board of County Commissioners.

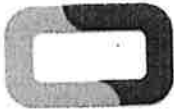
Board of Commissioners, Chairman

County Commissioner

County Commissioner



Attest:
County Clerk



**CLIFFORD
POWER**
The power of dependability

PLANNED MAINTENANCE (PM) AGREEMENT

Clifford Power Systems | 9310 E 46th St North | Tulsa, OK | 74117

Clifford Power Systems, Inc. ("CPS") agrees to provide PITTSBURG COUNTY HEALTH DEPT. ("Customer"), and Customer agrees to accept and pay for parts and service necessary to perform periodic Planned Maintenance ("PM") of ("Equipment").

Customer Address: 1400 E College Ave **City:** Mcalester **State:** OK **Zip:** 74501

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
YR 1 - \$1,625.00	\$1,246.00											

This proposal will be effective for 30 days and will expire on - **7/11/2025**

This agreement will be in accordance to the following terms and conditions, for a period of **1 year**. Coverage Dates **07/01/2025 -- 06/30/2026**

In consideration of the agreements herein contained:

- Customer agrees to:** Remit Amount of \$1,246.00 for the first year of Planned Maintenance and any additional services, please refer to the payment schedule above for details. Customer agrees to make payment upon receipt of invoice.
- CPS agrees to:** Perform all Preventative Maintenance inspections on a Annual basis, additional services will be performed in the frequency described in the Equipment PM Items and Optional Services list. Work is to be performed during regular business hours 8:00AM to 5:00PM Monday through Friday. Customer will receive a copy of CPS maintenance inspection report with all applicable areas filled out by the service technician. CPS shall also report any noted problems with Equipment and recommended courses of corrective action to the Customer. CPS will perform normal maintenance on Equipment including oil and filter changes, visits include our standard 99 point inspections and equipment test.
- Customer also authorizes:** CPS to perform repairs deemed necessary for proper operation of the standby power system at time of inspection. The cost of repairs shall not exceed (\$750 recommended) without customer authorization, and shall be documented on the inspection report. Repairs estimated to exceed this amount will be referred to the Customer for action and additional authorization. Cost for additional repairs will be invoiced separately at CPS prevailing labor rates plus parts costs and prevailing mileage rates (if additional trips are required).
- Customer also authorizes:** CPS to perform a Diesel Fuel Top Off Service for an amount not to exceed (\$700 recommended) without customer authorization. This service shall be documented on the inspection report. Cost for fuel service will be invoiced separately at CPS prevailing labor and fuel rates. Service Trucks are capable of providing up to 100 gallons, if approved pricing covers costs.
- CPS warrants its work:** For a period of 30 days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, over-loading, over-speeding, repairs made by someone other than CPS, fire, flood, vandalism, theft or any other acts beyond the control of CPS, while under agreement.
- Failures of new parts installed by CPS:** Failure of any new part/s installed by CPS during the course of maintenance service shall be covered by the manufacturer's warranty of said part/s.
- Renewal:** This agreement will not automatically renew annually unless cancelled per paragraph 8.
- This agreement may be cancelled by either party:** With a 60 day written notification.
- Registration/Training Fees:** If Buyer requires Seller to register with an entity, or incur additional costs such as licensing or training specific to the servicing requirements of Buyer's account, then Buyer agrees to reimburse Seller all costs affiliated with these fees. Costs include direct fees for registration plus 20% for Seller's administration.
- Limitation of Liability:** Clifford Power System, Inc.'s liability under this agreement, if any, shall be limited to the contract amount of this agreement. In no event shall CPS be liable for any consequential, incidental or exemplary damages, including, but not limited to, loss of profits or down time.

Tulsa, OK
(918) 888-0066

Oklahoma City, OK
(405) 440-9201

Little Rock, AR
(501) 907-8884

Mansfield, TX
(817) 640-5544

Garland, TX
(817) 640-5544

Longview, TX
(903) 291-8905

Austin, TX
(512) 477-6987

San Antonio, TX
(210) 335-0377

Kansas City, MO
(913) 812-2031

Houston, TX
(281) 980-0266



**CLIFFORD
POWER**

The power of dependability

PLANNED MAINTENANCE (PM) AGREEMENT

Equipment PM Items and Optional Services

Service Location: Pittsburg County Health Dept - 1400 E COLLEGE AVE - MCALESTER, OK 74501 **Service Terms:** 07/01/2025 -- 06/30/2026 **Location Total:** \$1,625.00

Incl. **GENERAC 45kW**

- ☒ 1 x 99-Point Inspection & Test
- ☒ 1 x Engine Service
- ☒ 1 x LoadBank - 2 Hours
- ☒ 1 x Coolant Sampling

Clifford Power Systems and Customer have agreed to the above this day.

By: Somer N Wamble
Clifford Power Systems Representative

Date: _____

By: Johanna Metzner

Customer Representative

Date: 4/24/25

Tulsa, OK
(918) 255-0066

Oklahoma City, OK
(405) 440-9201

Little Rock, AR
(501) 307-5866

Mansfield, TX
(817) 640-5544

Garland, TX
(817) 640-5544

Longview, TX
(903) 291-8805

Austin, TX
(512) 477-8887

San Antonio, TX
(210) 383-0877

Kansas City, MO
(816) 322-2081

Houston, TX
(281) 980-0266

BOARD OF COUNTY COMMISSIONERS PITTSBURG, OKLAHOMA

This contract, consisting of eight (8) pages, made by the Board of County Commissioners, Pittsburg County, Oklahoma, hereinafter referred to as the "Board" with Eastern Oklahoma Youth Services, Inc., a nonprofit youth services organization existing under laws of the State of Oklahoma and having its principal place of business at: 802 E. Wyandotte McAlester, OK 74501; hereinafter referred to as "Agency" constitutes the entire contract between the Board and the Agency. This document supersedes all previous documents describing the relationship between the parties and the services in the fiscal year 2025-2026.

RECITALS

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

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

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

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

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

WHEREAS, **expenses** incurred in carrying out the provisions of 10A O.S. Supp. 2-3-101 and 2-3-103 shall be paid from the general fund of the

county or from other public funds lawfully appropriated for such purposes, or from private funds that are available for such purposes.

NOW THEREFORE, the parties agree as follows;

ARTICLE I. Term

This contract is effective from July 1, 2025 through the 30th day of June 2026.

ARTICLE II. Reimbursements

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

The sum of to \$141.07 per day per bed, whether occupied or not, which sum is money received from the State of Oklahoma, Office of Juvenile Affairs (hereinafter referred to as "OJA"), for such purpose; and in addition thereto, (1) the Agency shall contract with user counties, and bill such counties on a \$38.97 or 15% of the approved state rate, per day per bed occupied basis. (2) The Board agrees that it shall establish and maintain a Juvenile Detention Maintenance Fund of \$ 20,000.00 Maximum.

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

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

1. The facility must meet the state licensing requirements for Secure Juvenile Detention Facilities as set forth in 377:13-3-37 through 377:13-348.

2. Payment for services by the counties will be made only upon receipt from Agency a properly executed claim document as prescribed by the user counties. Parties agree that such claim shall be submitted no later than the 10th of each month, and that reimbursement for same shall be received no later than the last day of each month.

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

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

ARTICLE III. Accounting and Reporting

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

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

1. The Agency shall provide a copy of the required audit report(s), including uniform financial statement and a management letter to the Board and OJA within ninety (90) days of the end of the fiscal year being audited or within thirty (30) days after the completion of the audit report, whichever comes first.

2. This Board for reasonableness may treat the cost of the audit(s) required pursuant to this section as expenditures under this contract, but subject to review.

ARTICLE IV. Insurance

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

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

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

ARTICLE V. Employment Procedures

Personnel:

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

Equal Opportunity and Discrimination

The Agency and the County agree that they are Equal Opportunity Employers, and in compliance with the Federal Regulations, Title 43, Code of Federal Regulations, part 80 (which implement P.O. 88-352, Civil Rights Act of 1964) and executive orders there under; and the Rehabilitation Act of 1973, as amended including but not limited to, providing equal opportunity both to those

seeking employment and those seeking services without regard to race, color, religion, sex, national origin, or handicap.

Grievance Procedure

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

ARTICLE VI. Subcontracting

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

ARTICLE VII. Ownership Information

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

ARTICLE VIII. Compliance with Law

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

ARTICLE IX. Reporting

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

The Agency Must:

1. Submit a monthly report to the Board showing the number of juveniles placed in the detention facility, and the county of jurisdiction of all juveniles placed in the detention facility during the month.
2. Submit to the Board a copy of the required audit report(s), including uniform financial statements and a management letter to the Board and OJA within ninety (90) days of the end of the contract.
3. It is understood and agreed by both parties that OJA and the Board through any authorized representatives has the right, at all reasonable times, to inspect, investigate or otherwise evaluate the service performed or being performed hereunder and the premises in which it is being performed. If any inspection, investigation or evaluation is made by the OJA or Board, the Agency shall provide all reasonable assistance for the convenience of the OJA or Board. All inspections, investigations, or evaluations shall be performed in such manner as will not unduly interfere with performance of the service and will be done in respect of rights of confidentiality to which juvenile offenders are entitled. The OJA and Board shall have access to and the right to examine program and fiscal records at any time during the period such records are required by the contract to be retained.

ARTICLE X. Cancellation

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

ARTICLE XI. Inventory

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

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

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

ARTICLE XII. Maintenance

The Agency shall be responsible for routine maintenance and upkeep of the building and grounds; however, the Agency shall not be required to make major repairs to the roof, structure, structured parts, heating and air conditioning units, plumbing or electrical systems. For purposes of this agreement major repairs shall be defined as repair costing more than \$5000.00.

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

ARTICLE XIII. Modification

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

SIGNATURES:

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

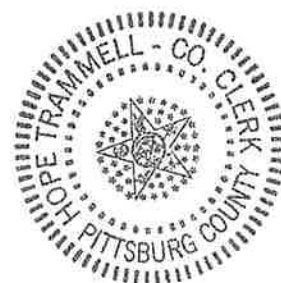
Dated this 7th day of July, 2025.

BOARD OF COUNTY COMMISSIONERS PITTSBURG, OKLAHOMA

Chairman

Ron Selma
Member

Mike Hughes
Member



Attest:

Pope Trammell
County Clerk, Pittsburg County

EASTERN OKLAHOMA YOUTH SERVICES, INC.

Executive Director

NO. 26-001

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, July 7TH, 2025.

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

7677 to Kiamichi Automotive Warehouse dated March 3RD, 2025 in the amount of
\$1,500.00 for Parts & Shop Supplies.

7683 to Pro Kill Inc. dated March 3RD, 2025 in the amount of \$90.00 for Quarterly
Pest Control.

8646 to Kiamichi Automotive Warehouse dated March 31ST, 2025 in the amount of
\$1,500.00 for Parts & Shop Supplies.

9495 to Pro Kill Inc. dated April 28TH, 2025 in the amount of \$90.00 for Quarterly
Pest Control.

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

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel
Purchase Orders 7677, 7683, 8646 and 9495 for FY 2024-2025.

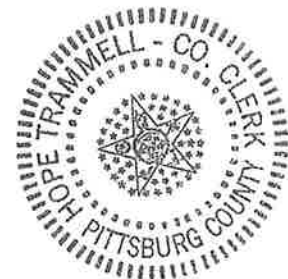
CHAIRMAN

[Signature]
MEMBER

[Signature]
MEMBER

ATTEST:

[Signature]
COUNTY CLERK



NO. 26-002

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, July 7TH, 2025.

WHEREAS, the **SAMS POINT FIRE DEPARTMENT** wishes to cancel the following
Purchase Order

4843 to O Reilly Auto Parts dated December 2ND, 2024 in the amount of \$1,000.00
for Parts & Shop Supplies.

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 4843 for FY 2024-2025.

CHAIRMAN

Ron S. S. S.
MEMBER

Mike Hayes
MEMBER

ATTEST:



Steph Trammell
COUNTY CLERK

NO. 26-003

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, July 7TH, 2025.

WHEREAS, the **SHADY GROVE FIRE DEPARTMENT** wishes to cancel the following
Purchase Order

9741 to Holt Truck Centers dated May 5TH, 2025 in the amount of \$50,000.00 for
Replace Engine Parts & Labor.

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 9741 for FY 2024-2025.

CHAIRMAN

[Signature]
MEMBER

[Signature]
MEMBER

ATTEST:

[Signature]
COUNTY CLERK



NO. 24-004

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, July 7TH, 2025.

WHEREAS, the **HAYWOOD/ARPELAR FIRE DEPARTMENT** wishes to cancel the
following Purchase Order

8640 to Kiamichi Automotive Warehouse dated March 31ST, 2025 in the amount of
\$1,000.00 for Parts & Shop Supplies.

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 8640 for FY 2024-2025.

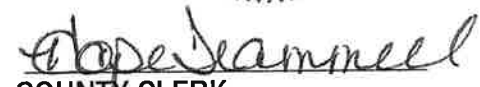
CHAIRMAN


MEMBER


MEMBER

ATTEST:




COUNTY CLERK