



# 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**

MAR 27 2026

TIME 8:19 AM  
HOPE TRAMMELL, COUNTY CLERK  
PITTSBURG COUNTY  
BY \_\_\_\_\_ DEPUTY

DATE: March 30, 2026

TIME: 9:00 A.M.

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

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

## AGENDA

1. CALL MEETING TO ORDER

2. ROLL CALL:

ROSS SELMAN	-	CHAIRMAN
MIKE HAYNES	-	VICE-CHAIRMAN
CHARLIE ROGERS	-	MEMBER

3. APPROVAL OF AGENDA

4. APPROVE/DISAPPROVE MEETING MINUTES

A. Regular Meeting from March 23, 2026

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS

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

6. OFFICIALS - DEPARTMENT REPORT

A. EXPO CENTER

i. Director's Report

7. FISCAL TRANSACTIONS

A. Claims and Purchase Orders

B. Transfers

C. Monthly Reports

D. Blanket Purchase Orders

E. Payroll

8. UNFINISHED BUSINESS

A. Award/Reject Bid No. 16, Selling by Sealed Bid, 1973 Ford L915 Snorkel Tanker

9. GRANTS

None.

10. AGENDA ITEMS

A. Resolution 26-224 to Cancel Purchase Order(s)- Asphalt Plant

B. Resolution 26-225 to Appoint Board Member to the Pittsburg County Free Fair Board of Directors – District I

C. Resolution 26-226 to Cancel Purchase Order(s)- Canadian Shores Fire Department

D. Resolution 26-227 Changing Requisitioning Officer- District Attorney

E. Discussion, Consideration and Possible Action to Approve Payment to Tisdale & O'Hara for Professional Services Provided for the Cottage Park and Infoura, LLC Litigations

F. Discussion, Consideration and Take Action to Approve Department of the Army, Eufaula Lake, OK; License No. DACW56-3-26-087, Renewal of Expired License No. DACW56-3-20-309, Bug Tussle and Bucks of Gains Creek Boat Ramps. Located in Section 35, Township 7N, Range 15E and Section 17, Township 6N, Range 16E-District 3

G. Discussion, Consideration and Possible Action to Approve Subdivision Plat for Emberlyn Phase 2- District 1

H. Discussion, Consideration and Possible Action to Approve Memorandum of Understanding between the Pittsburg County Board of County Commissioners, Pittsburg County Sheriff's Office and the Chickasaw Nation

I. Discussion, Consideration and Possible Action to approve Air Med Care Network Group Full Census Membership Contract for employee's air ambulance insurance

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  
MARCH 30, 2026  
MEETING MINUTES**

**The Board of County Commissioners, Pittsburg County, met in regular session on March 30, 2026 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 8:19 A.M., March 27, 2026.**

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

**2. ROLL CALL:** Roll was called.

Ross Selman	Present
Mike Haynes	Present
Charlie Rogers	Present

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

AYE: Ross Selman  
Mike Haynes  
Charlie Rogers

NAY: None.

Motion Passed.

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

**A. REGULAR MEETING MARCH 23, 2026:** The minutes from the previous meeting, March 23, 2026 regular meeting were read. Haynes made a motion to approve the minutes; seconded by Rogers.

AYE: Ross Selman  
Mike Hayens  
Charlie Rogers

NAY: None.

Motion Passed.

**5. RECOGNITION OF GUESTS/PUBLIC COMMENTS:** Eddie Sanders stated for questions windfarm project he will be at the office every Wednesday morning to answer question from the public. Sanders said that it will be 4 or 5 years before they start the project.

**6. OFFICIALS – DEPARTMENT REPORTS:**

**A. EXPO CENTER:**

**i. DIRECTOR'S REPORT:** 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 Rogers.

AYE: Ross Selman  
Mike Haynes  
Charlie Rogers

NAY: None.

Motion Passed.

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

AYE: Ross Selman  
Mike Haynes  
Charlie Rogers

NAY: None.

Motion Passed.

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

AYE: Ross Selman  
Mike Haynes  
Charlie Rogers

NAY: None.

Motion Passed.

**The board moved down the agenda to item 7E.**

**E. PAYROLL:** Selman made a motion to approve the month-end payroll; seconded by Rogers.

AYE: Ross Selman  
Mike Haynes  
Charlie Rogers

NAY: None.

Motion Passed.

**8. UNFINISHED BUSINESS:**

**A. AWARD/REJECT BID NO. 16, SELLING BY SEALED BID, 1973 FORD L91 SNORKEL TRUCK:** Selman read a letter from Kiowa Fire Dept requesting that the bid be accepted from Dennis McMath as the only bidder; seconded by Rogers.

AYE: Ross Selman  
Mike Haynes  
Charlie Rogers

NAY: None.

Motion Passed.

**9. GRANTS:** None.

**10. AGENDA ITEMS:**

**A. RESOLUTION 26-224 TO CANCEL PURCHASE ORDER(S) – ASPHALT PLANT:**  
Selman read the resolution stating purchase order 8133. Rogers made a motion to cancel the purchase order; seconded by Haynes.

AYE: Ross Selman  
Mike Haynes  
Charlie Rogers

NAY: None.

Motion Passed.

**B. RESOLUTION 26-225 TO APPOINT BOARD MEMBER TO THE PITTSBURG COUNTY FREE FAIR BOARD OF DIRECTORS – DISTRICT 1:** Selman read the resolution. Rogers made a motion to approve the resolution; seconded by Selman.

AYE: Ross Selman  
Mike Haynes  
Charlie Rogers

NAY: None.

Motion Passed.

**C. RESOLUTION 26-226 TO CANCEL PURCHASE ORDER(S) – CANANDIAN SHORES FIRE DEPARTMENT:** Selman read the resolution stating purchase orders 163, 864, 2063 and 2900. Rogers made a motion to cancel the purchase orders; seconded by Haynes.

AYE: Ross Selman  
Mike Haynes  
Charlie Rogers

NAY: None.

Motion Passed.

**D. RESOLUTION 26-227 CHANGING REQUISITIONING OFFICER – DISTRICT ATTORNEY:** Selman read the resolution. Selman made a motion to the resolution; seconded by Rogers.

AYE: Ross Selman  
Mike Haynes  
Charlie Rogers

NAY: None.

Motion Passed.

**E. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE PAYMENT TO TISDAL AND O'HARA FOR PROFESSIONAL SERVICES PROVIDED FOR THE COTTAGE PARK AND INFOURA, LLC LITIGATIONS:** Cathy Ridenour stated that the Cottage Park case has been dismissed. Selman made a motion to approve the payment; seconded by Haynes.

AYE: Ross Selman  
Mike Haynes  
Charlie Rogers

NAY: None.

Motion Passed.

**F. DISCUSSION, CONSIDERATION AND TAKE ACTION TO DEPARTMENT OF THE ARMY, EUFAULA LAKE, OK; LICENSE NO. DACW56-3-26-087, RENEWAL OF EXPIRED LICENSE NO. DACW56-3-20-309, BUGTUSSE AND BUCKS OF GAINES CREEK BOAT RAMPS, LOCATED IN SECTION 35, TOWNSHIP 7N, RANGE 15E AND SECTION 17, TOWNSHIP 6N, RANGE 16E – DISTRICT 3:** Selman made a motion to approve the lake access license; seconded by Rogers.

AYE: Ross Selman  
Mike Haynes  
Charlie Rogers

NAY: None.

Motion Passed.

**G. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE SUBDIVISION PLAT FOR EMBERLYN PHASE 2 – DISTRICT 1:** Rogers made a motion to approve the plat without accepting the roads; seconded by Selman.

AYE: Ross Selman  
Mike Haynes  
Charlie Rogers

NAY: None.

Motion Passed.

**H. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE PITTSBURG COUNTY BOARD OF COUNTY COMMISSIONERS AND PITTSBURG COUNTY SHERIFF'S OFFICE AND THE CHICKASAW NATION:** Frankie McClendon stated that the memorandum will increase the inmate housing to \$65.00 a day per inmate. Selman made a motion to approve the memorandum of understanding; seconded by Haynes.

AYE: Ross Selman  
Mike Haynes  
Charlie Rogers

NAY: None.

Motion Passed.

**I. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE AIR MED CARE NETWORK GROUP FULL CENSUS MEMBERSHIP CONTRACT FOR EMPLOYEE'S AIR AMBULANCE INSURANCE:** Trammell stated that the contract is in the amount of \$70.00 per employee per year. Rogers made a motion to approve the air ambulance contract; seconded by Haynes.

AYE: Ross Selman  
Mike Haynes  
Charlie Rogers

NAY: None.

Motion Passed.

**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:** Rogers asked when Justin would be returning to work at the expo. Crenshaw stated he should be back today.

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

**14. 10:00 A.M. – BID OPENINGS:** None.

The board moved up the agenda to item 6A.

**6. OFFICIALS – DEPARTMENT REPORTS:**

**A. EXPO CENTER:**

**i. DIRECTOR'S REPORT:** Lauren Ragan stated that she is getting quotes for the jumbotron plexiglass. Ragan also stated that they have been requested to possibly set up a burnout pit for cruise night. Ragan stated that they have the mud bog and mega trucks coming up on the 23<sup>rd</sup>. Ragan suggested bidding out the services for bartenders for events that have alcohol. Ragan stated that the contract for the fight nights has been revised to a 60/40 split with no upfront money. Ragan stated that they need to set up a register for the banquet side concession, so that people on the banquet side do not have to walk around. Crenshaw stated that they should check with Kyle at Wav11 for other internet options. Crenshaw asked if they need additional registers for the banquet side. Selman stated that if they have events going on both sides they will. Ragan suggested that there needs to be a charge for the arena rental and set up separate from the rental of the space. Ragan asked about contracting for security services. Crenshaw stated that if the scanner and x-ray are used, they have to be trained to operate it.

The board moved back up the agenda to item 7D.

**7. FISCAL TRANSACTIONS:**

**D. BLANKET PURCHASE ORDERS:**

DEPT	PO	AMOUNT	VENDOR
Building Maintenance	8416	\$ 500.00	Lowes
Building Maintenance	8417	\$ 550.00	H2O Depot
District Attorney	8418	\$ 100.00	H2O Depot
Building Maintenance	8419	\$ 450.00	Unifirst
Building Maintenance	8420	\$ 100.00	Unifirst
Building Maintenance	8421	\$ 125.00	Unifirst
Building Maintenance	8422	\$ 500.00	Unifirst 1 <sup>st</sup> Aid
Building Maintenance	8423	\$ 1,500.00	Locke Supply
Building Maintenance	8424	\$ 2,000.00	Jamesco
Ashland Fire Dept	8425	\$ 500.00	Kiamichi Automotive
Blanco Fire Dept	8426	\$ 500.00	Kiamichi Automotive
Pittsburg Fire Dept	8429	\$ 2,500.00	Kiamichi Automotive
Tannehill Fire Dept	8430	\$ 500.00	Kiamichi Automotive
Ashland Fire Dept	8431	\$ 168.00	Prokill
Haileyville Fire Dept	8432	\$ 90.00	Prokill
Canadian Fire Dept	8433	\$ 500.00	Eufaula Auto Parts
Blue Fire Dept	8434	\$ 1,000.00	Titus Snow
Highway 9 Fire Dept	8435	\$ 75.00	Longtown Water
Building Maintenance	8436	\$ 65.00	Bank of America
District Attorney	8437	\$ 1,000.00	Comdata
Visual Inspection	8438	\$ 700.00	Comdata
Alderson Fire Dept	8439	\$ 1,000.00	Comdata
Ashland Fire Dept	8440	\$ 1,000.00	Comdata
Bugtussle Fire Dept	8441	\$ 700.00	Comdata
Blanco Fire Dept	8442	\$ 1,000.00	Comdata
Blue Fire Dept	8443	\$ 1,000.00	Comdata
Canadian Fire Dept	8444	\$ 1,000.00	Comdata
Canadian Shores Fire Dept	8445	\$ 1,000.00	Comdata
Haileyville Fire Dept	8446	\$ 1,000.00	Comdata
Haywood Arpelar Fire Dept	8447	\$ 1,000.00	Comdata
Highway 9 Fire Dept	8448	\$ 1,000.00	Comdata
Indianola 9 Fire Dept	8449	\$ 1,000.00	Comdata

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DEPT	PO	AMOUNT	VENDOR
Kiowa Fire Dept	8450	\$ 1,000.00	Comdata
Sam's Point Fire Dept	8451	\$ 1,000.00	Comdata
Shady Grove Fire Dept	8452	\$ 1,000.00	Comdata
Tannehill Fire Dept	8453	\$ 1,000.00	Comdata
Sheriff	8454	\$14,000.00	Comdata
Sheriff	8455	\$ 1,500.00	Ben E Keith
Sheriff	8456	\$ 1,000.00	T&W Tire
Sheriff	8457	\$ 2,000.00	Oklahoma Tax Commission
Sheriff	8458	\$ 200.00	Bancfirst
Sheriff	8459	\$ 1,500.00	Pepsi Cola
Jail	8460	\$ 300.00	Cintas 1 <sup>st</sup> Aid
Jail	8461	\$ 600.00	Compliance Resource
Jail	8462	\$ 500.00	TH Rogers
Jail	8463	\$ 1,000.00	Holman's Fast Lube
Jail	8464	\$ 1,000.00	O'Reilly's
Jail	8465	\$ 2,500.00	Comdata
Jail	8466	\$ 500.00	Lowes
Jail	8467	\$ 2,500.00	Jamesco
Jail	8468	\$ 400.00	Johnny's Market
Jail	8469	\$ 500.00	H2O Depot
Jail	8470	\$ 2,500.00	The Bank NA
Jail	8471	\$ 1,000.00	Pepsi Cola
Jail	8472	\$ 1,000.00	Caring Hands
Jail	8473	\$ 2,000.00	Dr. Christopher Beene
District 3	8474	\$ 2,500.00	Kiamichi Automotive
District 2	8476	\$ 300.00	H2O Depot
District 2	8477	\$ 6,000.00	Michael A Price
District 2	8478	\$ 300.00	Unifirst 1 <sup>st</sup> Aid
District 2	8479	\$ 1,500.00	Kiamichi Automotive
District 2	8480	\$ 1,500.00	Unifirst
District 1	8481	\$ 500.00	Kiamichi Automotive
District 1	8482	\$ 500.00	O'Reilly's
District 1	8483	\$ 500.00	Weldon Parts
District 1	8484	\$ 1,000.00	Yellowhouse Equip
Sheriff	8485	\$ 1,500.00	Hiland Dairy
Sheriff	8486	\$ 2,000.00	FBS of North Texas
Commissioners	8488	\$ 65.00	Comdata
Emergency Mgmt	8489	\$ 300.00	Cintas 1 <sup>st</sup> Aid
Emergency Mgmt	8490	\$ 100.00	OTA Pikepass
Emergency Mgmt	8491	\$ 212.00	Prokill
Emergency Mgmt	8492	\$ 500.00	Kiamichi Automotive
Emergency Mgmt	8493	\$ 2,000.00	Comdata

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

AYE: Ross Selman  
 Mike Haynes  
 Charlie Rogers

NAY: None.

Motion Passed.

**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 Rogers.

AYE: Ross Selman  
Mike Haynes  
Charlie Rogers

NAY: None.

Motion Passed. Meeting Adjourned.

# Purchase Orders By Account

Fiscal Year : 2025-2026

Date Range: 03/30/2026 to 03/30/2026

PO	Warrant No.	Vendor Name	Purpose	Amount
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## Animal Shelter

### 1316-1-8020-2005 / ANIMAL SHELTER MAINTENANCE & OPERATIONS

008267	000474	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 1,205.10
			<b>Total:</b>	<b>\$ 1,205.10</b>

## Control Substance

### 7301-1-0200-1110 / FORFEITURE PERSONAL SERVICE

008274	000016	DISTRICT ATTORNEYS COUNCIL	PERSONAL SERVICES	\$ 2,794.60
			<b>Total:</b>	<b>\$ 2,794.60</b>

### 7301-1-0200-2010 / FORFEITURE ABANDONED FUNDS

008410	000017	SAVANNA POLICE DEPARTMENT	FORFEITURE	\$ 3,571.20
			<b>Total:</b>	<b>\$ 3,571.20</b>

## Drug Court

### 7206-1-1900-2005 / DIST 18 DRUG COURT M&O

007089	000140	AMERICAN SCREENING LLC	DRUG TESTING SUPPLIE	\$ 823.00
008307	000141	MCINTOSH CO. YOUTH & FAMILY RES	OFFICE RENTAL	\$ 175.00
			<b>Total:</b>	<b>\$ 998.00</b>

## Econ Dev Trust

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

008167	000484	AMAZON CAPITAL SERVICES INC.	VACUUM PARTS	\$ 109.14
008179	000485	AMAZON CAPITAL SERVICES INC.	JANITORIAL SUPPLIES	\$ 268.06
008215	000486	LINGO COMMUNICATIONS	MONTHLY SERVICE	\$ 273.89
008264	000487	ALL ABOUT U PLUMBING	PLUMBING REPAIRS	\$ 187.50
008265	000488	BRIGGS PRINTING	NAME PLATES	\$ 33.30
008301	000489	FIFTH QUARTER PRINTING AND EMBR	SHIRTS	\$ 446.90
008360	000490	RURAL WATER DIST. #7	MONTHLY SERVICE	\$ 35.00
			<b>Total:</b>	<b>\$ 1,353.79</b>

### 7603-4-0500-4110 / EDA EXPO CAPITAL OUTLAY

007982	000491	AMAZON CAPITAL SERVICES INC.	EQUIPMENT PURCHASE	\$ 5,049.00
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PO	Warrant No.	Vendor Name	Purpose	Amount
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**Econ Dev Trust**

**Total: \$ 5,049.00**

**Emergency Mgmt**

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

008116	000170	TINT KING LLC	TRUCK ACCESSORIES	\$ 140.00
008220	000171	T & W TIRE	TIRES	\$ 234.38
			<b>Total:</b>	<b>\$ 374.38</b>

**1212-2-2700-4110 / CIVIL DEFENSE CAPITAL OUTLAY**

005416	000172	MUSKOGEE COMMUNICATIONS	RADIO EQUIPMENT	\$ 5,532.92
008322	000173	MUSKOGEE COMMUNICATIONS	RADIO EQUIPMENT	\$ 6,491.67
			<b>Total:</b>	<b>\$ 12,024.59</b>

**General**

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

008180	003203	AMAZON CAPITAL SERVICES INC.	TONER CARTRIDGE	\$ 85.98
			<b>Total:</b>	<b>\$ 85.98</b>

**0001-1-0600-2005 / TREASURER M&O**

007939	003204	AMERICAN STAMP & MARKING PROD.	NOTARY STAMP	\$ 165.55
008356	003205	QUADIENT LEASING	POSTAGE METER LEASE	\$ 1,292.88
			<b>Total:</b>	<b>\$ 1,458.43</b>

**0001-1-0800-1310 / COMMISSIONERS TRAVEL**

008219	003206	SANDERS, BRITTANY	TRAVEL	\$ 120.00
			<b>Total:</b>	<b>\$ 120.00</b>

**0001-1-0800-2005 / COMMISSIONERS M&O**

007273	003207	RENAISSANCE WATERFORD HOTEL	LODGING	\$ 116.00
008299	003208	MILLER OFFICE EQUIPMENT	COPY OVERAGE	\$ 15.20
			<b>Total:</b>	<b>\$ 131.20</b>

**0001-1-1000-2005 / COUNTY CLERK M&O**

008173	003209	KELLPRO SOFTWARE & TECHNOLOG	LABELS	\$ 270.00
			<b>Total:</b>	<b>\$ 270.00</b>

**0001-1-1600-2005 / ASSESSOR M&O**

008348	003210	SE DISTRICT ASSESSOR & DEPUTIES	REGISTRATION	\$ 50.00
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PO	Warrant No.	Vendor Name	Purpose	Amount
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**General**

**0001-1-1600-2005 / ASSESSOR M&O**

**Total: \$ 50.00**

**0001-1-1700-2005 / REVAL. M&O**

008227	003211	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 210.00
008347	003212	SE DISTRICT ASSESSOR & DEPUTIES	REGISTRATION	\$ 50.00

**Total: \$ 260.00**

**0001-1-1700-2020 / REVAL/CONTRACT**

008319	003213	PARRETT, CAROL	VISUAL INSPECTION	\$ 3,438.00
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**Total: \$ 3,438.00**

**0001-1-2200-2005 / ELECTION BOARD M&O**

007856	003214	AMAZON CAPITAL SERVICES INC.	OFFICE SUPPLIES	\$ 187.72
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**Total: \$ 187.72**

**0001-1-3300-2005 / MAINTENANCE M&O**

007450	003215	UNIFIRST CORP.	MAT MAINTENANCE	\$ 265.28
007451	003216	UNIFIRST CORP.	UNIFORMS ETC	\$ 81.48
007452	003217	UNIFIRST CORP.	JANITORIAL SUPPLIES E	\$ 75.28
008166	003218	AMAZON CAPITAL SERVICES INC.	FIRST AID SUPPLIES	\$ 70.98
008236	003219	JE SYSTEMS INC	BATTERIES	\$ 460.00
008277	003220	PITSTOP LOCK & SAFE	LOCK REPAIR	\$ 175.00
008278	003221	AMAZON CAPITAL SERVICES INC.	STAND	\$ 26.59

**Total: \$ 1,154.61**

**0001-2-0400-2012 / FEEDING PRISONERS**

008271	003222	BEN E. KEITH LOCKBOX	INMATE GROCERIES	\$ 8,474.07
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**Total: \$ 8,474.07**

**0001-2-2700-2005 / CIVIL DEFENSE M&O**

007066	003223	BRIGGS PRINTING	BUSINESS CARDS	\$ 58.55
007067	003224	BRIGGS PRINTING	DEPLOYMENT SUPPLIES	\$ 3,947.30
007387	003225	CAPITAL EQUIPMENT RENTALS LLC	EQUIPMENT RENTAL	\$ 100.00
008118	003226	CLIFFORD POWER SYSTEMS	GENERATOR REPAIR	\$ 1,599.83
008302	003227	MILLER OFFICE EQUIPMENT	COPY OVERAGE	\$ 6.65
008303	003228	CINTAS FIRST AID AND SAFETY #418	FIRST AID SUPPLIES	\$ 141.19
008304	003229	B & H TRUCK SERVICE LLC	STARTER REPAIR	\$ 1,097.90
008305	003230	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 13.35
008306	003231	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 57.53

**Total: \$ 7,022.30**

PO	Warrant No.	Vendor Name	Purpose	Amount
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## General

### 0001-4-0501-2005 / REGIONAL EXPO M&o

008282	003232	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 126.88
			<b>Total:</b>	<b>\$ 126.88</b>

### 0001-5-0900-2005 / OSU M&O

008283	003233	LOWES	WEED EATER LINE	\$ 49.35
			<b>Total:</b>	<b>\$ 49.35</b>

## Health

### 1216-3-5000-2005 / HEALTH DEPT. M&O

007276	000269	STAPLES	LABELS	\$ 273.58
007667	000270	BRIGGS PRINTING	PRINTING	\$ 2,302.00
007751	000271	OUHSC-DEPARTMENT OF PEDIATRICS	TRAINING SUPPLIES	\$ 540.00
007882	000272	STAPLES	FOLDERS	\$ 415.18
008115	000273	LOWES	PLUMBING PARTS ETC	\$ 75.39
008224	000274	AMAZON CAPITAL SERVICES INC.	TRAINING SUPPLIES	\$ 1,009.40
008226	000275	MCCLENDON GARDEN CENTER	LAWN CARE	\$ 83.00
008229	000276	STAPLES	INK CARTRIDGES ETC.	\$ 1,122.08
008297	000277	LOWES	LEAF BLOWER	\$ 94.98
			<b>Total:</b>	<b>\$ 5,915.61</b>

## Highway

### 1102-6-4100-1310 / DIST. #1 TRAVEL

008218	002045	HALL, MARK	TRAVEL	\$ 120.00
			<b>Total:</b>	<b>\$ 120.00</b>

### 1102-6-4200-1310 / DIST. #2 TRAVEL

008216	002046	WALLER, NICKY W.	TRAVEL	\$ 120.00
008217	002047	SUTER, PAIGE	TRAVEL	\$ 120.00
			<b>Total:</b>	<b>\$ 240.00</b>

### 1102-6-4200-2005 / DIST. #2 M&O

007274	002048	RENAISSANCE WATERFORD HOTEL	LODGING	\$ 116.00
008090	002049	RENAISSANCE WATERFORD HOTEL	LODGING	\$ 116.00
			<b>Total:</b>	<b>\$ 232.00</b>

## Hwy-ST

PO	Warrant No.	Vendor Name	Purpose	Amount
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## Hwy-ST

### 1313-6-8040-2005 / HIGHWAY SALES TAX ASPHALT PLANT M&O

007514	002215	O REILLY AUTO PARTS	PARTS & SHOP SUPPLIE	\$ 436.73
008003	002216	G.C. RENTAL CENTER	EQUIPMENT RENTAL	\$ 1,440.00
008237	002217	DISCOUNT STEEL	CABLE PULLER	\$ 52.00
008238	002218	JAMES SUPPLIES	WELDING SUPPLIES	\$ 433.80
008293	002219	G.C. RENTAL CENTER	EQUIPMENT RENTAL	\$ 400.00
			<b>Total:</b>	<b>\$ 2,762.53</b>

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

007275	002220	RENAISSANCE WATERFORD HOTEL	LODGING	\$ 116.00
007351	002221	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 39.96
007578	002222	DEFRANGE AUTO	TOOL BOX	\$ 560.00
007588	002223	WELDON PARTS INC	LIGHTS ETC	\$ 1,231.22
007679	002224	STIGLER STONE	1 1/2" CRUSHER RUN	\$ 2,568.41
007864	002225	DOLESE	1 1/2" CRUSHER RUN	\$ 3,011.65
008137	002226	STAPLES ADVANTAGE	SIGNS	\$ 32.98
008138	002227	WARREN POWER & MACHINERY INC.	EQUIPMENT REPAIR	\$ 1,467.12
008144	002228	JAMES SUPPLIES	TORCH ETC	\$ 1,473.06
008154	002229	BUFFALO EXPRESS PHARMACY	POISON IVY PREVENTATI	\$ 200.00
008186	002230	LOWES	TOOLS & ETC	\$ 284.29
008228	002231	LOWES	SHELVING ETC	\$ 518.37
008246	002232	RAM INC	FUEL	\$ 6,128.24
008253	002233	OTA PLATEPAY	TOLL CHARGES	\$ 3.30
008256	002234	B&B LOG AND LUMBER	LUMBER	\$ 1,689.00
008257	002235	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 102.00
008281	002236	PEPSI-COLA BOTTLING CO.	BOTTLED WATER	\$ 357.00
008287	002237	DISCOUNT STEEL	DRILL BITS ETC.	\$ 367.94
008292	002238	GOODWIN, BRENNEN	SHOP SUPPLIES	\$ 1,862.80
008300	002239	TRUE VALUE HARTSHORNE	TIE DOWN STRAPS	\$ 47.96
008310	002240	LOWES	SHOP SUPPLIES	\$ 907.48
008320	002241	TRUE VALUE HARTSHORNE	DRILL BITS	\$ 31.95
008405	002242	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 483.42
			<b>Total:</b>	<b>\$ 23,484.15</b>

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

006196	002243	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 1,029.26
007032	002244	DOLESE	1 1/2" CRUSHER RUN	\$ 11,995.29
007158	002245	DOLESE	1 1/2" CRUSHER RUN	\$ 12,023.98
007348	002246	SCS MATERIALS	1 1/2" CRUSHER RUN	\$ 5,212.31
007570	002247	DOLESE	1 1/2" CRUSHER RUN	\$ 12,018.81
007640	002248	WARREN POWER & MACHINERY INC.	DOOR GLASS	\$ 205.57
007849	002249	DOLESE	1 1/2" CRUSHER RUN	\$ 11,961.45
007987	002250	DOLESE	1 1/2" CRUSHER RUN	\$ 11,983.45
008221	002251	RAM INC	FUEL	\$ 6,884.35

PO	Warrant No.	Vendor Name	Purpose	Amount
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## Hwy-ST

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

008239	002252	AMAZON CAPITAL SERVICES INC.	PHONE ACCESSORIES	\$ 52.47
008251	002253	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 333.46
008252	002254	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 52.86
008358	002255	BULLET TRUCK REPAIR LLC	THROTTLE REPAIR	\$ 1,615.32
008406	002256	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 433.46

**Total: \$ 75,802.04**

### 1313-6-8042-4110 / HIGHWAY SALES TAX CAPITAL OUTLAY DISTRICT #2

008163	002257	KC FARM MACHINERY INC.	LAWN MOWER	\$ 5,849.50
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**Total: \$ 5,849.50**

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

006368	002258	BRUCKNER'S TRUCK & EQUIPMENT	TRANSMISSION REPAIR	\$ 17,863.76
007879	002259	DOLESE	1 1/2" CRUSHER RUN	\$ 5,953.44
008066	002260	DOLESE	1 1/2" CRUSHER RUN	\$ 6,003.92
008136	002261	DOLESE	1 1/2" CRUSHER RUN	\$ 5,998.40
008223	002262	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 102.00
008225	002263	OTA PLATEPAY	TOLL CHARGES	\$ 73.11
008288	002264	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 1,039.57

**Total: \$ 37,034.20**

### 1313-6-8043-4110 / HIGHWAY SALES TAX CAPITAL OUTALY DISTRICT #3

008164	002265	KC FARM MACHINERY INC.	MOWER	\$ 5,849.50
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**Total: \$ 5,849.50**

## Jail-ST

### 1315-2-8034-2005 / JAIL MAINTENANCE & OPERATIONS

008316	000631	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 1,337.26
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**Total: \$ 1,337.26**

## JUVENILE MENTAL HEALTH

### 7212-1-1900-2005 / JUVENILE MENTAL HEALTH COURT M&O

005640	000023	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 1,170.42
007292	000024	TREVIPAY-WALMART	INCENTIVES	\$ 1,399.49
008308	000025	MCINTOSH CO. YOUTH & FAMILY RES	OFFICE RENTAL	\$ 300.00

**Total: \$ 2,869.91**

PO	Warrant No.	Vendor Name	Purpose	Amount
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### Mental Health

#### 7207-1-1900-2005 / MENTAL HEALTH COURT M&O

007091	000104	AMERICAN SCREENING LLC	DRUG TESTING SUPPLIE	\$ 823.00
			<b>Total:</b>	<b>\$ 823.00</b>

### Misdemeanor Drug Recovery Fund

#### 7211-1-1900-2005 / MISDEMEANOR DIVERSION COURT M&O

007090	000001	AMERICAN SCREENING LLC	DRUG TESTING SUPPLIE	\$ 413.00
			<b>Total:</b>	<b>\$ 413.00</b>

### Rural Fire-ST

#### 1321-2-8205-2005 / BLANCO FIRE DEPARTMENTM&O

006555	000930	COMDATA	FUEL	\$ 969.67
			<b>Total:</b>	<b>\$ 969.67</b>

#### 1321-2-8207-2005 / CANADIAN FIRE DEPT M&O

008294	000931	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 138.06
008295	000932	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 154.36
			<b>Total:</b>	<b>\$ 292.42</b>

#### 1321-2-8208-2005 / CANADIAN SHORES FD M&O

007285	000933	O REILLY AUTO PARTS	BATTERY ETC	\$ 742.17
007286	000934	MYDER FIRE SUPPORT	DIAGNOSTIC TEST	\$ 1,050.00
007445	000935	O REILLY AUTO PARTS	TRANSMISSION FLUID E	\$ 94.81
007645	000936	O REILLY AUTO PARTS	BRAKE HOSE	\$ 252.57
008275	000937	RURAL WATER DIST #18	MONTHLY SERVICE	\$ 200.00
			<b>Total:</b>	<b>\$ 2,339.55</b>

#### 1321-2-8211-2005 / ELM POINT FIRE DEPT M&O

006160	000938	REDLINE FIRE EQUIPMENT & SUPPLY	FOAM ETC.	\$ 2,161.26
			<b>Total:</b>	<b>\$ 2,161.26</b>

#### 1321-2-8212-2005 / FIRE FIGHTERS ASSOC M&O

008333	000939	COOKSON HILLS ELECTRIC COOP.	MONTHLY SERVICE	\$ 64.00
008334	000940	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 88.68
			<b>Total:</b>	<b>\$ 152.68</b>

#### 1321-2-8216-2005 / HAYWOOD/ARPELAR FD M&O

008336	000941	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 130.02
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PO	Warrant No.	Vendor Name	Purpose	Amount
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### Rural Fire-ST

#### 1321-2-8216-2005 / HAYWOOD/ARPELAR FD M&O

**Total: \$ 130.02**

#### 1321-2-8217-2005 / HIGHWAY 9 FIRE DEPT M&O

007459	000942	LONGTOWN RW&S DIST. #1	MONTHLY SERVICE	\$ 40.00
			<b>Total:</b>	<b>\$ 40.00</b>

#### 1321-2-8218-2005 / INDIANOLA FIRE DEPT M&O

008262	000943	RURAL WATER DIST #18	MONTHLY SERVICE	\$ 200.00
008407	000944	GENERATOR SUPERCENTER OF OKLA	GENERATOR MAINTENA	\$ 473.00
			<b>Total:</b>	<b>\$ 673.00</b>

#### 1321-2-8225-2005 / SAMS POINT FIRE DEPT M&O

006572	000945	COMDATA	FUEL	\$ 182.66
008247	000946	RURAL WATER DIST #18	MONTHLY SERVICE	\$ 200.00
008248	000947	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 155.33
008249	000948	H & H ALARM CO INC	MONTHLY SERVICE	\$ 42.50
			<b>Total:</b>	<b>\$ 580.49</b>

#### 1321-2-8227-2005 / SHADY GROVE FIRE DEPT M&O

008254	000949	THE BURROWS AGENCY	INSURANCE	\$ 5,577.00
008255	000950	THE BURROWS AGENCY	INSURANCE	\$ 6,549.00
			<b>Total:</b>	<b>\$ 12,126.00</b>

#### 1321-2-8228-2005 / TANNEHILL FIRE DEPT M&O

002884	000951	KIAMICHI AUTOMOTIVE WAREHOUSE	AUTO PARTS ETC.	\$ 268.44
			<b>Total:</b>	<b>\$ 268.44</b>

### SH Commissary

#### 1223-2-0400-2005 / SHERIFF COMMISSARY M&O

007559	000156	BEN E. KEITH LOCKBOX	INHOUSE COMMISSARY	\$ 1,140.40
008082	000157	COMMISSARY EXPRESS	INHOUSE COMMISSARY	\$ 1,497.62
008193	000158	AMAZON CAPITAL SERVICES INC.	FIRST AID SUPPLIES	\$ 128.32
008194	000159	COMMISSARY EXPRESS	KIOSK FEES	\$ 68.25
			<b>Total:</b>	<b>\$ 2,834.59</b>

### SH Svc Fee

PO	Warrant No.	Vendor Name	Purpose	Amount
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**SH Svc Fee**

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

008065	001411	JAMESCO ENTERPRISES LLC	JAIL JANITORIAL SUPPLI	\$ 1,818.10
008158	001412	AMAZON CAPITAL SERVICES INC.	JAIL SUPPLIES	\$ 381.63
008184	001413	AMAZON CAPITAL SERVICES INC.	UNIFORMS	\$ 380.40
008273	001414	ADAMS TRUE VALUE	WEED KILLER	\$ 1,854.00
008343	001415	BARLOW BUILT PERFORMANCE	AUTO REPAIR	\$ 1,135.48
008344	001416	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 60.34
008345	001417	WAV 11	COMPUTER REPAIRS	\$ 580.00
			<b>Total:</b>	<b>\$ 6,209.95</b>

**1226-2-3400-2030 / INMATE PHONE**

008199	001418	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 138.00
			<b>Total:</b>	<b>\$ 138.00</b>

**1226-2-3400-4110 / JAIL CAPITAL OUTLAY**

008170	001419	KC FARM MACHINERY	LAWN MOWER	\$ 11,699.00
			<b>Total:</b>	<b>\$ 11,699.00</b>

**Grand Total:           \$ 253,546.97**



# Kiowa Fire Department

800 S. Harrison  
Kiowa OK 74553

Chief William Ellis  
Asst. Chief Clayton Nichols

I William Ellis accepts the bid amount of \$555 for the 1973 Snorkel Truck from Dennis McMath.

Signed,

A handwritten signature in black ink, appearing to read "William Ellis". The signature is stylized and written over a faint grid background.

Chief, William Ellis

RESOLUTION  
26-224

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, March 30, 2026.

WHEREAS, Pittsburg County Asphalt Plant issued the following purchase order(s):

8133 issued on March 17, 2026 to Discount Steel, in the amount of \$225.25 for Metal.

WHEREAS, the above-mentioned Purchase Order(s) are no longer needed, and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel Purchase Order(s) 8133 for FY 2025-2026

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



VICE-CHAIRMAN

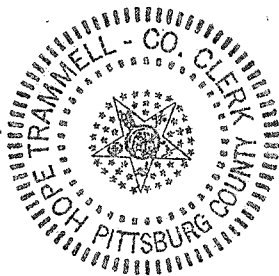


MEMBER



COUNTY CLERK





RESOLUTION

26-225

The Board of County Commissioners of Pittsburg County met in regular session on Monday, February 23, 2026.

WHEREAS, the filing period for the Pittsburg County Free Fair Board of Directors was held Monday, February 2, 2026 through Friday, February 6, 2026; and there was no filings for District 1.

WHEREAS, Charlie Rogers, District 1 Commissioner, has since spoken to Mrs. Patti Mason and Mrs. Mason has acknowledged her willingness to continue serving on the Free Fair Board for District 1.

WHEREAS, Commissioner Rogers hereby requests that the Board of County Commissioners re-appoint Mrs. Patti Mason to another three-year term.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Pittsburg County do hereby appoint Patti Mason to the Pittsburg County Free Fair Board of Directors to represent Commissioner District #1.

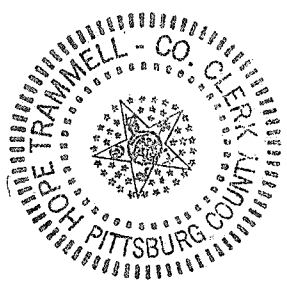
BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

CHAIRMAN *Ross Selma*

VICE-CHAIRMAN *Mike Haynes*

MEMBER *Chad*

ATTEST:



*Bob Trammell* COUNTY CLERK

RESOLUTION

NO. 26-226

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, March 30<sup>TH</sup>, 2026.

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

**163** to Comdata dated July 7<sup>TH</sup>, 2025 in the amount of \$1,000.00 for Fuel.


**864** to Comdata dated July 28<sup>TH</sup>, 2025 in the amount of \$1,000.00 for Fuel.

**2063** to Comdata dated September 2<sup>ND</sup>, 2025 in the amount of \$1,000.00 for Fuel.

**2900** to Comdata dated September 29<sup>TH</sup>, 2025 in the amount of \$1,000.00 for Fuel.

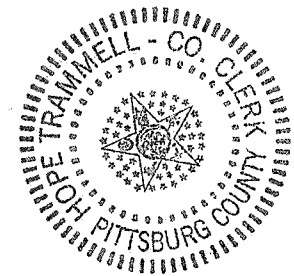
**WHEREAS**, the purchase orders were not used, therefore they are no longer needed.

**THEREFORE BE IT RESOLVED**, Pittsburg County Commissioners do hereby cancel Purchase Orders 163, 864, 2063 and 2900 for FY 2025-2026.

  
CHAIRMAN

  
MEMBER

  
MEMBER



ATTEST:

  
COUNTY CLERK

RESOLUTION  
26-227

Be it resolved, in accordance with provisions of Oklahoma Statutes, Title 19 § 1501 (paragraph 4) the following INDIVIDUALS are designated as **requisitioning officers** and are authorized to request purchases against the indicated funds. The elected official or department head may designate two individuals per fund.

Department	Employee	Position	Fund
District Attorney	James Green	Requisitioning Officer	General
			Equitable Sharing
			VOCA
			Forfeiture
			District Attorney Seizures
			911 Supervision
			D.A. Supervision

Further, entities described in subparagraph a, b, c, and d of Oklahoma Statutes, Title 19 § 1502.4 choosing to have any nonemployee of the county designated as a receiving or requisitioning office shall provide evidence of blanket bond coverage or employee dishonesty liability insurance for each such designee. Said bond shall be attached in such circumstances.

Furthermore, attached is a copy of the letter requesting the changes in requisitioning officers.

Presented to the Board of County Commissioners of Pittsburg County, this 30th day of March, 2026.

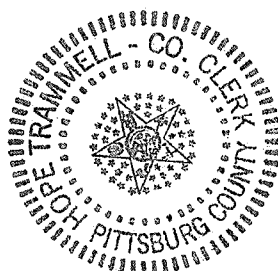
BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

CHAIRMAN *Ross Adams*

VICE-CHAIRMAN *Mike Haynes*

MEMBER *Carl [Signature]*

ATTEST:



*Stephan Trammell* COUNTY CLERK



**District Attorney**  
Charles B. "Chuck" Sullivan

**Assistant District Attorneys**  
James M. Green -First ADA  
Mark L. Collier  
Lauren E. Dutton-Alvarez

**OFFICE OF DISTRICT ATTORNEY**  
District 18  
State of Oklahoma

**Pittsburg County Courthouse**  
109 East Carl Albert Parkway  
McAlester, OK 74501  
PHONE (918) 423-1324  
FAX (918) 423-8575

**Haskell County Courthouse**  
202 East Main  
Stigler, OK 74462  
PHONE (918) 967-4648  
FAX (918) 967-2443

March 26, 2026

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

*In re: Requisitioning Officer*

Greetings:

I am writing to notify you that I am naming James Green as Requisitioning Officer for the Pittsburg County District Attorney's Office effective March 30<sup>th</sup>, 2026. Mark Collier will remain a Requisitioning Officer and Jerri Davis and Donna Ford will remain as Receiving Agents.

If you have any questions, please feel to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Chuck Sullivan".

Chuck Sullivan  
District Attorney

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

PHONE: (580) 323-3964

RECEIVED

MAR 23 2026

BY \_\_\_\_\_

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

Page: 1  
02/28/2026  
Account No: 519

Previous Balance	Fees	Expenses	Advances	Payments	Balance
Cottage Park 249.00	0.00	0.00	0.00	0.00	\$249.00
Infoura, LLC 1,720.00	75.00	0.00	0.00	0.00	\$1,795.00
<u>1,969.00</u>	<u>75.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>\$2,044.00</u>

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

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

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



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

**PHONE: (580) 323-3964**

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

Page: 1  
02/28/2026  
Account No: 519-10  
Statement No: 31508

Cottage Park

Previous Balance	\$249.00
Balance Due	<u>\$249.00</u>

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

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

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

**REQUEST FOR GRANTEE  
SOCIAL SECURITY NUMBER AND/OR TAXPAYER IDENTIFICATION NUMBER**

Nature of Outgrant: License  
(EASEMENT, LEASE, LICENSE, PERMIT, RIGHT OF WAY, ETC.)

Number of Outgrant: DACW56-3-26-087

Name of Grantee: Pittsburg County  
(PRINT NAME)

Address of Grantee: 115 E. Carl Albert Pkwy Rm 100  
McAlester, OK 74501

Grantee's Social Security Number: \_\_\_\_\_

Grantee's Taxpayer Identification Number: 73-6006407

  
SIGNATURE

3/30/2026  
DATE

**PRIVACY ACT STATEMENT**

**Purpose of Form:** This information is mandatory under the Debt Collection Improvement Act of 1996, Public Law 104-134, April 26, 1996, 110 Stat 1321-358. The head of each Federal Agency must require each person doing business with that agency to furnish to that agency such person's taxpayer identification number. The agency intent is to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with the Government. OMB Circular A-129, App. A, part V, and DOD Financial Regulation 7000.14-R, Vol. 4, chapter 3, states that any close-out of accounts receivable procedures will include reporting the close-out amount on IRS Form 1099-C. IRS Form 1099-C is an income form which requires a taxpayer identification number and means that the agency will report the uncollectible debt to IRS as income to the person who failed to pay the uncollectible debt owed to the agency under the outgrant. The 1099-C reports the uncollectible debt as income to the debtor, which may be taxable at the debtor's current tax rate. Failure to provide this information may result in your outgrant request being denied.

**U.S. Army Corps of Engineers, Tulsa District**

**LICENSE NO. DACW56-3-26-087**  
Formerly License No. DACW56-3-20-309

**DEPARTMENT OF THE ARMY LICENSE  
EUFAULA LAKE  
PITTSBURG COUNTY, OKLAHOMA**

**THE SECRETARY OF THE ARMY**, acting by and through the Chief, Real Estate Division, U.S. Army Corps of Engineers, Tulsa District, hereinafter referred to as the "Grantor", by authority of Title 16, United States Code, Section 460d, hereby grants **Pittsburg County, Board of County Commissioners, 115 E. Carl Albert, McAlester, OK 74501**, hereinafter referred to as the "Grantee", a license to operate and maintain **roads, boat-launching ramps, parking areas and related facilities**, over, across, in and upon lands of the United States, as identified in Exhibits A, B & C, attached hereto and made a part hereof, hereinafter referred to as the premises.

**THIS LICENSE** is granted subject to the following conditions.

**1. TERM**

This license is granted for a term of **FIVE (5) years**, beginning **October 5, 2025**, and ending **October 4, 2030**, but revocable at will by the Grantor.

**2. CONSIDERATION**

The consideration for this license is the operation and maintenance of the premises by the Grantee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

**3. NOTICES**

All notices to be given pursuant to this license shall be addressed, if to the Grantee, to **Pittsburg County, Board of County Commissioners, 115 E. Carl Albert, McAlester, OK 74501**; and if to the Grantor, to the **U.S. Army Corps of Engineers, Tulsa District, Attention: Chief, Real Estate Division, 2488 East 81<sup>st</sup> Street, Tulsa, OK 74137-4290**; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

**4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "Grantor", "Chief, Real Estate Division", or "said officer" shall include their duly

authorized representatives. Any reference to "Grantee" shall include any duly authorized representatives.

#### **5. SUPERVISION BY THE GRANTOR**

The use and occupation of the premises shall be subject to the general supervision and approval of the Grantor, Tulsa District, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

#### **6. APPLICABLE LAWS AND REGULATIONS**

The Grantee shall comply with all applicable federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

#### **7. CONDITIONAL USE BY GRANTEE**

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use, or maintain the premises;
- c. subject to other outgrants of the United States on the premises;
- d. personal to the Grantee; and this license, or any interest therein, may not be transferred or assigned.

#### **8. CONDITION OF PREMISES**

The Grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

#### **9. COST OF UTILITIES**

The Grantee shall pay the cost, as determined by said officer, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the Grantee, including the Grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

## **10. PROTECTION OF PROPERTY**

The premises shall at all times be protected and maintained in good order and condition by and at the expense of the Grantee. The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## **11. RESTORATION**

On or before the expiration date of this license or its termination by the Grantee, the Grantee shall vacate the premises, remove the property of the Grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the Grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the Grantor may designate. In either event, if the Grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

## **12. NON-DISCRIMINATION**

The Grantee shall not discriminate against any person or persons or exclude any persons from participation in the Grantee's operations, programs, or activities conducted on the licensed premises, because of race, color, religion, age, sex, handicap, national origin or place of residency. The Grantee, by acceptance of this license, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000d); the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 C.F.R. Part 195), issued as Department of Defense Directive 5500.11, December 28, 1964).

### **13. TERMINATION**

This license may be terminated by the Grantee at any time by giving the Grantor at least ten (10) days notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event that said notice is not given at least ten (10) days prior to the rental due date, the Grantee shall be required to pay the consideration for the period shown in the Condition on **CONSIDERATION**.

### **14. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

c. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

### **15. HISTORIC PRESERVATION**

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

### **16. DISCLAIMER**

This license is effective only insofar as the rights of the United States in the premises are concerned; and the Grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of

obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403) and Section 404 of the Clean Water Act (33 USC 1344).

#### **17. RIGHT TO ENTER AND FLOOD**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government work; to make inspections; to remove timber or other material, except property of the Grantee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes; and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

#### **18. SUPERVISION AND REPAIR**

The Grantee shall supervise the said boat complex and cause it to be inspected at reasonable intervals, and shall immediately repair any defect found therein as a result of such inspection or, when requested by said officer, to repair any defects. Upon completion of the installation of said boat complex and the making of any repairs thereto, the premises shall be restored immediately by the Grantee at the Grantee's own expense to the same condition as that which existed prior to the commencement of such work to the satisfaction of the said officer.

#### **19. PUBLIC ACCESSIBILITY**

Said road, parking area, and boat-launching ramp shall be open to the general public as well as to residents in the area or adjacent to the lake. An access road to said facilities shall be provided by the Grantee.

#### **20. FEES**

a. Fees may be charged by the Grantee for use of the boat-launching ramp; however, such fees may be charged for no other purpose than to recover expenses. Such fees shall be reasonable and comparable to other similar rates charged for similar services in the area. The said officer shall have the right to review such fees and require an increase or reduction when it is determined that the objectives of this license have been violated. The amount charged shall not be so high as to virtually eliminate or greatly deter public use of the ramp. The authority to charge fees to recover expenses is revocable at will if it is determined by said officer that the Grantee is violating the nonprofit objective of the charge and circumventing in any way the public's ability to use the ramp.

b. All monies received by the Grantee from the use of the boat-launching ramp must be utilized by the Grantee for the administration, maintenance, operation and development of the premises. Any such monies not so utilized or programmed for use within a reasonable time shall be paid to said officer at the end of the five (5)-year period of the license. The Grantee shall furnish a statement of receipts and expenditures for the five (5)-year license period at the end of the term. In addition to the end of the term report, the said officer shall have the right to require that a statement be furnished at any time during the license term for any specific period.

## **22. CONDITION OF FACILITIES**

During the term of the license said facilities shall be maintained by and at the expense of the Grantee in a condition satisfactory to said officer, to include removal of trash and debris from the premises, and in a condition insuring the safety of the using public, and the Grantee will correct hazardous conditions as directed and within the time limit specified by said officer. If the Grantee does not maintain said facilities in the condition prescribed, or hazardous conditions are not corrected within the time limit specified by the said officer, this license may be revoked and the terms and conditions of Condition 12, **RESTORATION**, will apply in regard to removal of property of the Grantee and restoration of the premises.

## **23. MINIMUM WAGE REQUIREMENT (EXECUTIVE ORDER 13658)**

a. Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

b. The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

c. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning

January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

d. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

e. Contract Suspension/Contract Termination/ Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of

the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

f. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

g. Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

**h. Payroll Records.**

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (h)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s).
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

i. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

j. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

k. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash

wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

l. Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

n. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

o. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities,

losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

#### **24. PAID SICK LEAVE REQUIREMENT (EXECUTIVE ORDER 13706)**

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

a. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

##### **b. Paid Sick Leave.**

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

c. Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual

monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Record keeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (v) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;

(vi) The total wages paid (including all pay and benefits provided) each pay period;

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;

(ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);

(xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;

(xiii) The relevant covered contract;

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41CFR60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's record keeping obligations, if any, under the Davis-Bacon Act, the Service

Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

i. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**THIS LICENSE** is not subject to Title 10, United States Code, Section 2662, as amended.

*This space intentionally left blank.*

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
KRISTA J. BERNA  
CHIEF, REAL ESTATE DIVISION  
REAL ESTATE CONTRACTING OFFICER

THIS LICENSE is also executed by the Grantee this 30<sup>th</sup> day of March, 2006

PITTSBURG COUNTY BOARD OF COUNTY COMMISSIONERS:

Ross Selman  
SIGNATURE

Ross Selman  
PRINTED NAME

Commissioner, District 3  
TITLE

918-470-8753  
PHONE NUMBER

# CERTIFICATE OF AUTHORITY

I, Hope Trammell, certify that I am the County Clerk  
(Name) (Secretary or Attesting Officer)

of the Pittsburg County, named as grantee/lessee/licensee herein;  
(Agency Name)

that Ross Selman, who signed this Agreement on behalf  
(Officer Name)

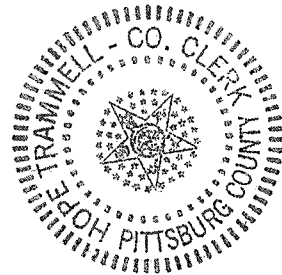
of said Pittsburg County, was then Commissioner, District 3  
(Agency Name) (Officer Title)

of the Agency; and that said Agreement was duly signed for and on behalf of

the Pittsburg County by authority of its governing body and is  
(Agency Name)

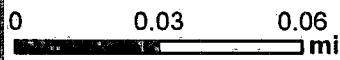
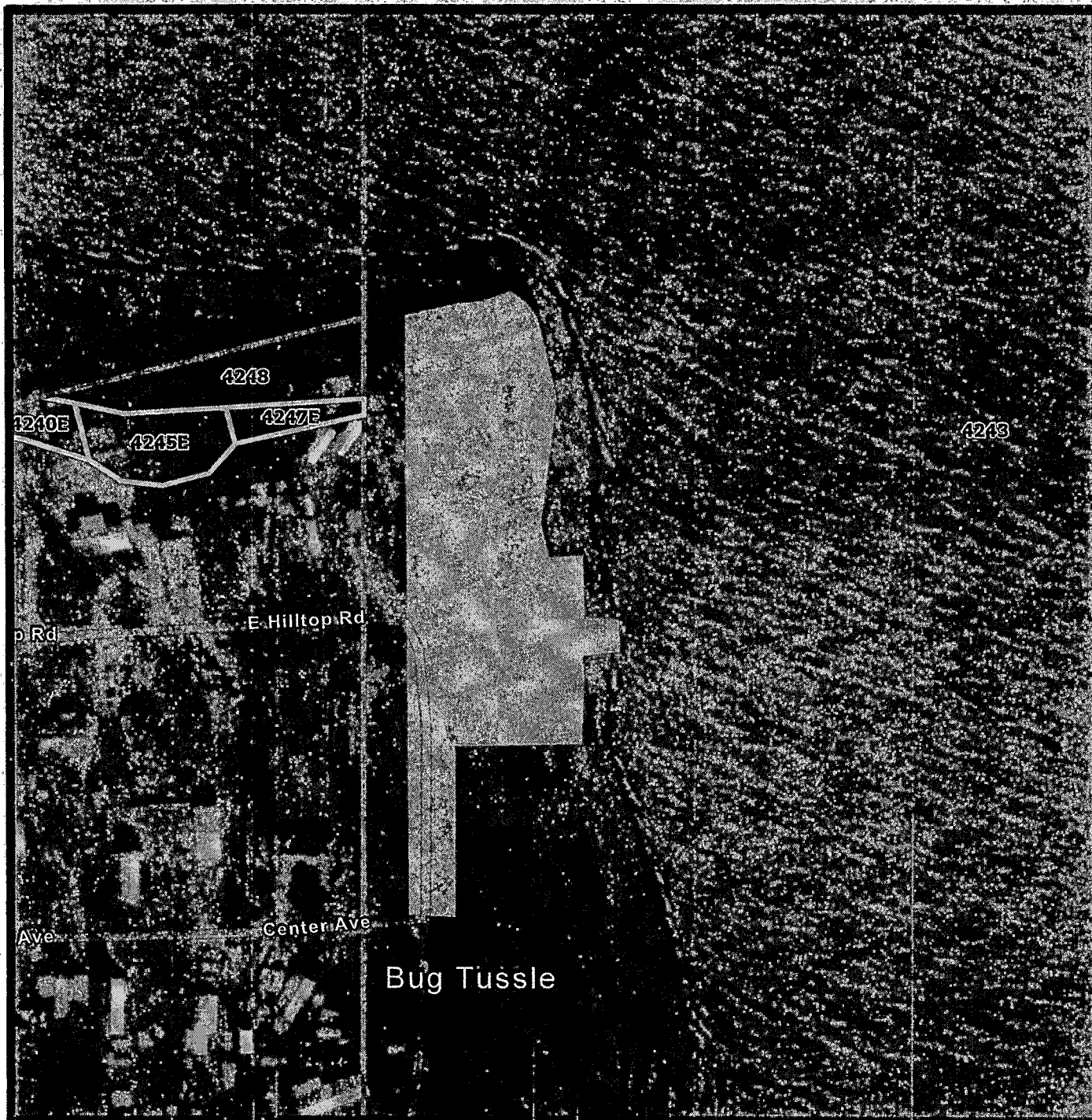
within the scope of its statutory powers.

Signed, Hope Trammell  
Secretary or Attesting Officer






(The person that signed the attached instrument cannot sign Certificate)

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.



**Legend**

-  Outgranted Area
-  Gov Easements
-  Gov Fee Lands



Map Projection: WGS 1984 Web Mercator (Auxiliary Sphere)

Contract Number: DACW56-3-26-087

**Location Description** Parcel No. 1, Bugtussle Ramp, located in the NW/4 SE/4 SW/4 SE/4 of Section 35, T7N R15E in Pittsburg County, Oklahoma. Containing 2.0 acres, more or less.

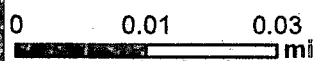
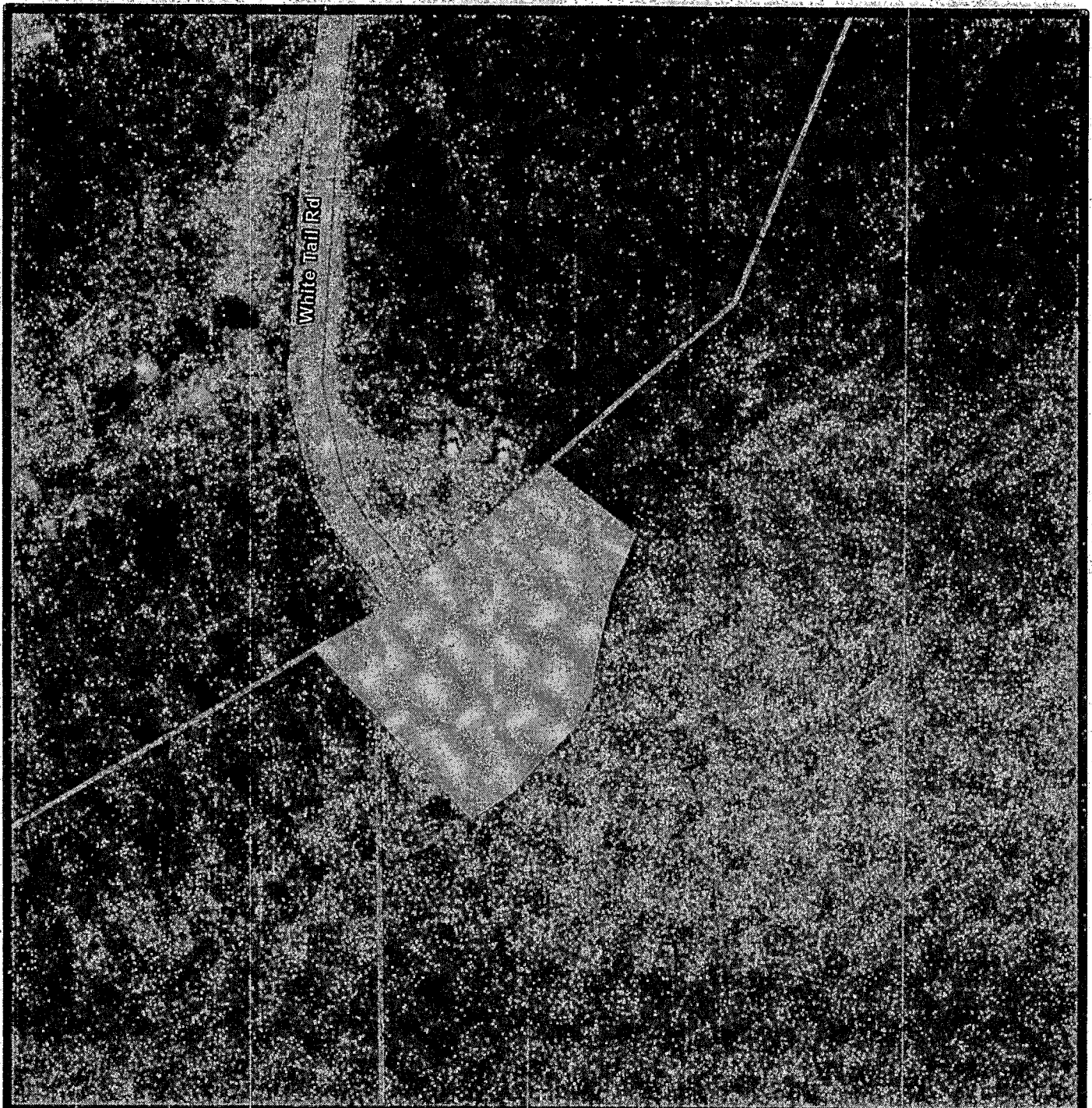
*While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to ensure the accuracy of the maps and associated data, it should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability of any nature for any errors, omissions, or inaccuracies in the information provided regardless of how caused.*






U.S. Army Corps  
of Engineers®  
Tulsa District

**EXHIBIT A**

Date Created: 1/7/2025



**Legend**

-  Outgranted Area
-  Gov Easements
-  Gov Fee Lands



*Map Projection: WGS 1984 Web Mercator (Auxiliary Sphere)*

**Contract Number: DACW56-3-26-087**

**Location Description:** Parcel No. 2, Bucks of Gains Creek Boat Ramp, Located in the SW/4 SW/4 SW/4 NW/4 of Section 17, T6N, R16E in Pittsburg County, Oklahoma. Containing 0.60 acre, more or less.

*While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to ensure the accuracy of the maps and associated data, it should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability of any nature for any errors, omissions, or inaccuracies in the information provided regardless of how caused.*



**U.S. Army Corps  
of Engineers**  
Tulsa District

**EXHIBIT B**

**Date Created: 1/7/2026**

## Legal Description

### Parcel 1:

A strip, piece or parcel of land lying in the NW SE SW SE: W $\frac{1}{2}$  NE SW SE; Section 35, Township 7 North, Range 15 East, Pittsburg County, Oklahoma, more particularly described as follows:

Beginning at a point 660 feet East and 500 feet North of the quarter section corner on the South line of said Section 35;

thence East, a distance of 50 feet;  
thence North, a distance of 180 feet;  
thence East, a distance of 130 feet;  
thence North, a distance of 200 feet;  
thence West, a distance of 130 feet;  
thence North, a distance of 259 feet;  
thence West, a distance of 50 feet;  
thence South, a distance of 639 feet, to the point of beginning.

Containing 1.33 acres more or less.

### Parcel 2:

A strip, piece or parcel of land located in the SW SW SW NW, Section 17, T6N, R16E, Pittsburg County, Oklahoma

Beginning 165 feet North of the Southwest corner of said SW SW SW NW;

thence North 44°55' E, a distance of 75 feet;  
thence South 45°E, on a centerline 150 feet wide, a distance of 175 feet, to the waterline.

Containing 0.60 acre, more or less.

**EXHIBIT C**

## **MEMORANDUM OF UNDERSTANDING**

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

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

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

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

*NOW, THEREFORE*, the Parties mutually agree as follows:

1. **Scope.** The County will accept persons into its detention facility who have committed violations of criminal law under the jurisdiction of Chickasaw Nation, and who are placed there by the Chickasaw Nation or an authorized agent thereof, referred to herein as "tribal prisoners". For purposes of this MOU, the term tribal prisoners does not include tribal prisoners admitted to the County's detention facility by other tribes.
2. **Term.** The term of this MOU shall be effective as of the last date of execution below, and, unless sooner terminated as provided in this MOU, shall continue for a period of one (1) year (the "Initial Term"). The term of this MOU shall be automatically extended for additional one (1) year terms (each an "Additional Term" and, collectively with the Initial Term, the "Term") unless either Party hereto shall notify the other Party in writing at least thirty (30) days prior to the expiration of the Term of its intent not to renew the Term of this MOU.
3. **Responsibilities and Obligations of Chickasaw Nation:**
  - a. Chickasaw Nation shall deliver tribal prisoners to the detention facility designated by County.
  - b. Chickasaw Nation shall transport all tribal prisoners to and from Chickasaw Nation District Court hearings if the hearing has been designated as an "In Person" hearing.
  - c. Chickasaw Nation shall take custody of bail bond paperwork from County the next business day or as soon as possible.

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

**4. Responsibilities and Obligations of County:**

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

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

**5. Special Provisions:**

**a. Virtual Arraignments**

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

**b. Medical Needs of Prisoners**

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

In such instances, the care provider shall be advised to contact the nearest IHS facility for further instructions and for claims advice within 72 hours of the first furnishing of care or treatment. The County shall notify the Chickasaw Nation of actions taken when such emergency circumstances occur as soon as possible but not more than six (6) hours after a tribal prisoner is transported for emergency medical purposes.

- iii. A listing of Indian tribal health care facilities in eastern Oklahoma that provide medical care to members of federally recognized tribes follows:

Chickasaw Nation Medical Center Ada (580) 436-3980\*

Choctaw Nation McAlester Health Clinic (918) 423-8440

Choctaw Nation Talihina Health Care Center (918) 567-7000\*

Chickasaw Nation Health Clinic Ardmore (580) 226-8181

Chickasaw Nation Medical Center Tishomingo (580) 371-2361

\*Indicates open 24 hours, 7 days per week.

- iv. The Chickasaw Nation, IHS, community and/or contracted health representatives, and other tribal health personnel as directed by the Chickasaw Nation shall be permitted to visit and assess tribal prisoners as frequently as necessary to conduct medical, physical, and mental health evaluations and assessments to ensure that medical care, including the access to and administration of medication, is being provided to tribal prisoners, and to assure all available health and mental health services for which tribal prisoners are eligible are being utilized.
- c. Insurance. Each Party shall obtain and maintain adequate insurance coverage for the acts and omissions of its respective officials, officers, employees, agents, and contractors performing under this MOU in an amount, type, and scope required by applicable law. The Parties understand and agree that the officials, officers, employees, agents, and contractors of one Party shall not be covered by the insurance of the other Party. It is the Parties' further understanding that the County's officials, officers, employees, agents, and contractors will have access to worker's compensation for injuries incurred in the performance of their duties in operating the detention facility.
- d. Utilization of Tribal Prisoners for Trustee

- i. County may use tribal prisoners in trustee status with the written approval of the Chickasaw Nation.
6. **Payment.** In consideration of the foregoing, the Chickasaw Nation agrees to pay to the County Sixty-Five Dollars (\$65.00) per day for each tribal prisoner housed in the County's detention facility pursuant to this MOU. A "day" shall be defined as a minimum of four (4) hours or at least one (1) meal served to the detainee. Any consecutive days shall begin at midnight following the minimum four-hour period. Payment shall be made by Chickasaw Nation upon receipt of the invoice/invoices from the County. All invoices shall be sent to Chickasaw Nation Lighthouse Police Department; ATTN: Detention Administrator, P.O. Box 1548, Ada, OK 74821, or emailed to [Joe.Hankins@Chickasaw.net](mailto:Joe.Hankins@Chickasaw.net) and [Sara.McElwee@Chickasaw.net](mailto:Sara.McElwee@Chickasaw.net).
7. **Guaranteed Beds.** In addition to the rates set forth in Section 6, four (4) beds in the County's detention facility will be held open and guaranteed for exclusive use by the Chickasaw Nation at any and all times. In consideration for this guaranteed exclusive use the Nation agrees to pay Eighty-Five dollars (\$85.00) per day, per bed to the County regardless of whether the four (4) beds are filled daily or not. County shall not require the Nation to remove tribal prisoners from the guaranteed beds due to medical or mental health hardship, behavior, or any other reason for which the County would be unable to remove a similarly situated inmate held in the County's detention facility under the jurisdiction of the State or County.
8. **Overcrowding.**
  - a. Notwithstanding any of the above provisions of this MOU, should a limit be set by statute, judicial or administrative decision, or otherwise on the number of prisoners which the County may lawfully lodge in its facility at any one time, the County may refuse to lodge any Chickasaw tribal prisoners if the number of prisoners in the detention facility at that time has reached (80%) of the maximum capacity allowed by law.
  - b. The County reserves the right to leave admission of the remaining twenty percent (20%) of the prisoners allowed by law to the discretion of the Sheriff.
  - c. Should the County be required to close or otherwise limit the availability of its facility, either temporarily or permanently because of court order, legislation, or any other cause, then the County may, at its option, during the time closure, refuse to lodge Chickasaw tribal prisoners.
9. **Modification.** This MOU may be amended at any time by a written instrument executed by both parties. No change or modification to this MOU shall be valid unless in writing and signed by both Parties.

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

If to Chickasaw Nation:

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

If to County:

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

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

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

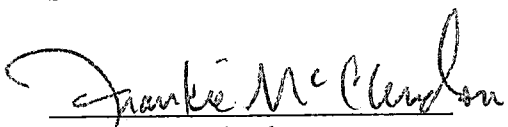
*[Signature Page to Follow]*

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

FOR THE CHICKASAW NATION

FOR THE PITTSBURG COUNTY  
SHERIFF'S OFFICE

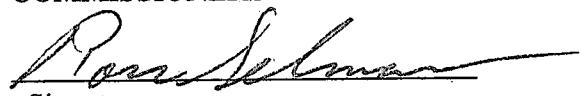
\_\_\_\_\_  
Bill Anoatubby, Governor  
the Chickasaw Nation

  
\_\_\_\_\_  
Frankie McClendon  
Sheriff

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

Date: 03/30/2024

FOR THE PITTSBURG COUNTY  
COMMISSIONERS

  
\_\_\_\_\_  
Signature

Print: ROSS SELMAN

Date: 03/30/2024

## **MEMORANDUM OF UNDERSTANDING**

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Choctaw Nation Talihina Health Care Center (918) 567-7000\*

Chickasaw Nation Health Clinic Ardmore (580) 226-8181

Chickasaw Nation Medical Center Tishomingo (580) 371-2361

\*Indicates open 24 hours, 7 days per week.

- iv. The Chickasaw Nation, IHS, community and/or contracted health representatives, and other tribal health personnel as directed by the Chickasaw Nation shall be permitted to visit and assess tribal prisoners as frequently as necessary to conduct medical, physical, and mental health evaluations and assessments to ensure that medical care, including the access to and administration of medication, is being provided to tribal prisoners, and to assure all available health and mental health services for which tribal prisoners are eligible are being utilized.
- c. Insurance. Each Party shall obtain and maintain adequate insurance coverage for the acts and omissions of its respective officials, officers, employees, agents, and contractors performing under this MOU in an amount, type, and scope required by applicable law. The Parties understand and agree that the officials, officers, employees, agents, and contractors of one Party shall not be covered by the insurance of the other Party. It is the Parties' further understanding that the County's officials, officers, employees, agents, and contractors will have access to worker's compensation for injuries incurred in the performance of their duties in operating the detention facility.
- d. Utilization of Tribal Prisoners for Trustee

i. County may use tribal prisoners in trustee status with the written approval of the Chickasaw Nation.

6. **Payment.** In consideration of the foregoing, the Chickasaw Nation agrees to pay to the County Sixty-Five Dollars (\$65.00) per day for each tribal prisoner housed in the County's detention facility pursuant to this MOU. A "day" shall be defined as a minimum of four (4) hours or at least one (1) meal served to the detainee. Any consecutive days shall begin at midnight following the minimum four-hour period. Payment shall be made by Chickasaw Nation upon receipt of the invoice/invoices from the County. All invoices shall be sent to Chickasaw Nation Lighthouse Police Department; ATTN: Detention Administrator, P.O. Box 1548, Ada, OK 74821, or emailed to [Joe.Hankins@Chickasaw.net](mailto:Joe.Hankins@Chickasaw.net) and [Sara.McElwee@Chickasaw.net](mailto:Sara.McElwee@Chickasaw.net).
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8. **Overcrowding.**
  - a. Notwithstanding any of the above provisions of this MOU, should a limit be set by statute, judicial or administrative decision, or otherwise on the number of prisoners which the County may lawfully lodge in its facility at any one time, the County may refuse to lodge any Chickasaw tribal prisoners if the number of prisoners in the detention facility at that time has reached (80%) of the maximum capacity allowed by law.
  - b. The County reserves the right to leave admission of the remaining twenty percent (20%) of the prisoners allowed by law to the discretion of the Sheriff.
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    - ii. Any cost increase or decrease (if any) resulting from such proposed amendments.
  - b. No proposed amendment shall be binding on the Parties until approved in writing by both Parties. The proposed amendment shall be considered incorporated into the MOU once approved in writing by both Parties.
10. **Severability.** If any provision of this MOU becomes or is deemed to be invalid, illegal, or unenforceable, the Parties shall meet to discuss such provision. If such provision cannot be amended without materially altering the intention of the Parties, it shall be deleted and the remainder of the MOU and any related documents pursuant hereto shall remain in full force and effect.
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  13. **Notices.** All notices and other communications under this MOU shall be in writing and shall be deemed duly given:
    - a. when delivered in person to the recipient named below; or
    - b. five (5) business days after being mailed by registered or certified U.S. mail, return receipt requested, postage prepaid, addressed by name and address to the Party intended as follows:

If to Chickasaw Nation:

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

If to County:

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

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

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

*[Signature Page to Follow]*

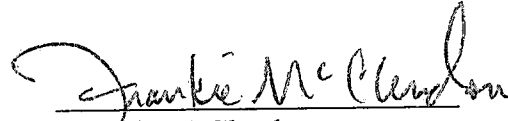
*IN WITNESS WHEREOF*, the above and foregoing MOU has been executed within the reservation boundaries of the Chickasaw Nation, in duplicate by the Parties hereto and made effective on the day and year last above below.

FOR THE CHICKASAW NATION

\_\_\_\_\_  
Bill Anoatubby, Governor  
the Chickasaw Nation

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

FOR THE PITTSBURG COUNTY  
SHERIFF'S OFFICE

  
\_\_\_\_\_  
Frankie McClendon  
Sheriff

Date: 03/30/2024

FOR THE PITTSBURG COUNTY  
COMMISSIONERS

  
\_\_\_\_\_  
Signature

Print: ROSS SELMAN

Date: 03/30/2024



Plan Code: 2119

**AirMedCare Network Group Full Census Membership  
For Pittsburg County, OK**

**Organization:** Pittsburg County, OK  
**Physical Address:** 115 E Carl Albert Parkway  
 McAlester, OK 74501  
**Contact:** Bobbi Hartsfield  
**Phone:** 918-423-4934  
**Email:** [payroll@pittsburg.okcounties.org](mailto:payroll@pittsburg.okcounties.org)  
**County:** Pittsburg

**Membership Sales Manager/Base:** Justice Smith/MT255

**Participants:**

1. The Organization is paying AirMedCare Network the fees shown below so the individuals (Participants) listed on the attached Participant List can be members of AirMedCare Network, an alliance of affiliated air ambulance providers \*(each a "Company") as provided in this Agreement.
  - o A Participant must be actively affiliated with the Organization (as a member, director, officer, employee or similar relationship) as indicated on the Participant List when the fee for such Participant is paid.
2. For annual payment plans, the Organization may later add a Participant by providing AirMedCare Network with an updated census list.

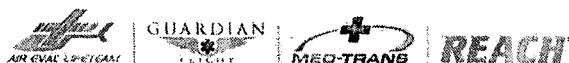
**Fees and Payment:**

No. of Participants in Initial Group	<u>Annual Rate</u>	<u>Total</u>
<u>216</u>	Census Slots . . . . . \$ 70.00	<u>\$ 15,120 -</u>
	Total	<u>\$ 15,120 -</u>

1. The initial number of Census Slots is based on the actual number of current active employees as of the commencement date of the Membership Plan.
2. On each anniversary the Membership Plan commencement date, the Parties shall conduct an employee census to determine the then current number of active employees.
  - If the census shows an increase in the number of active employees, then the Census Slots (for purposes of calculating the fees) will be equal to the then current number of active employees plus 50% of the employee total growth from the previous year. For example, if the employee count for the prior year was 100, and the number of employees increases by 10, then the Census Slots would equal 115 (100 + 10 \* .50 = 115).
  - If the census shows a decrease in the number of active employees, then the Census Slots (for purposes of calculating the fees) will be the then current active employee count.

**General Provisions:**

1. Participant memberships will be effective upon AirMedCare Network' receipt of (a) this Agreement signed by the Organization, (b) payment as provided above and (c) monthly employee census list completed by the Participants/Company. Memberships will automatically expire for an employee at the time they are no longer employed with the company. No refunds.
2. AirMedCare Network agrees that Participant Lists (a) will be used by AirMedCare Network only for the purpose of delivering AirMedCare Network services, (b) will be treated like any other AirMedCare Network confidential information and (c) will not be used, sold or shared with any third party inconsistent with this provision.
3. This membership plan will be effective for 12 months, effective as of **4/13/2026**, and will be evaluated by both parties annually at least 30 days prior to anniversary date, if (a) no termination notice has been sent by either party and (b) payment for the renewal period is received by AirMedCare Network before expiration of the grace period. Either party may terminate this Agreement at any time and for any reason with 30 days prior written notice to the other party, but termination will not affect issued memberships.
4. The Organization shall not decrease the historical air ambulance coverage benefit or reimbursement amount applicable to the Participants. Any such action will be a material breach of this Agreement and AirMedCare



Initial DS



Network may immediately terminate this Agreement and pursue any other remedies available at law or in equity.

- 5. The Organization acknowledges and understands that each Participant will be subject to the Terms and Conditions attached hereto as **Exhibit A**. However, the Organization and AirMedCare Network hereby acknowledge and agree that the terms and conditions set forth in Exhibit A shall not govern or control the relationship or interpretation of this Agreement between the Organization and AirMedCare Network.
- 6. For installment payment plans, Participant memberships will be effective upon AirMedCare Network's receipt of the first installment payment; provided, however, that AirMedCare Network may terminate Participant memberships if the Organization fails to timely submit each subsequent installment payment due hereunder as provided above.

Agreed to by:

Ross Selman  
Signature

Ross Selman  
Printed Name

Chairman BOCC  
Title

Pittsburg Count  
Organization Name

march 30, 2026  
Date

\_\_\_\_\_  
Signature

Matt Muse  
Printed Name

Vice President of GMR Membership  
Title

Membership  
Division

\_\_\_\_\_  
Date

**Exhibit A  
Terms and Conditions**



Initial RS



AirMedCare Network ("AMCN") is an alliance of affiliated emergency air ambulance providers\* (each a Provider). Your AMCN membership automatically enrolls you as a member in each Provider's membership program. Membership ensures that you will have no out-of-pocket flight expenses if flown by a Provider by providing prepaid protection against a Provider's air ambulance costs that are not covered by any insurance, benefits, or third-party responsibility available to you, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by the AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown. Emergent ground ambulance transport of a member by an AMCN Provider, in connection with an emergent air ambulance transport by a Provider, will be covered under these same terms and conditions.

2. AMCN Provider air ambulance services may not be available when requested due to factors beyond the Provider's control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews.

3. Members who have any insurance or other benefits available to them, or third party responsibility (or liability) claims, that cover in any way the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage or recovery. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or other third-party responsibility available to the member to have been fully prepaid. "Insurance" or "benefits" means any and all types of insurance or benefits without any limitation. By way of example only, such "insurance" or "benefits" include medical benefits available under health insurance, automobile insurance, homeowners insurance, workers compensation, and government insurance or benefits programs. Further, the terms "insurance" or "benefits" include any insurance or benefits that are owned by a member (or that are written or held in a member's name), as well as any insurance or benefits owned by someone else (or that are written or held in someone else's name) that provide coverage, to any extent, for the services provided by the AMCN Provider to a member. "Third-party responsibility" means any amounts that any third-party is required to pay to a member because of or related to the AMCN Provider's services rendered to the member. The AMCN Provider reserves the right to seek payment directly from any available insurance, benefits provider, or third party for services rendered to a member (to the same extent it could do so for any non-member patient), and members authorize all available insurers, benefits providers, and responsible third parties to pay any covered amounts directly to the AMCN Provider.

4. Members agree to remit to the AMCN Provider any payment received from any insurance, benefit providers, or any third party for any services provided by the AMCN Provider, not to exceed the amount charged by the AMCN Provider, including (but not limited to) instances in which payment for an AMCN Provider's services is made via settlement with any insurers, benefit providers, or third parties found responsible for a member's injury or condition leading to the air medical services provided by the AMCN Provider. Remitting such payments are not member out-of-pocket expenses because such payments originated from third parties only because of the air medical services provided to the member. Failure by a member to remit such payments constitutes a material breach of these terms and conditions and authorizes the Provider to seek full payment for its services from the member.

5. Neither the Providers nor AMCN is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance





coverage. **Neither the Providers nor AMCN will be responsible for payment for services provided by another ambulance service.**

6. Membership starts 15 days after AMCN receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.

7. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Providers that they are not Medicaid beneficiaries.

**8. LIMITATION OF LIABILITY. THE LIABILITY OF AMCN AND THE PROVIDERS, AND THE DAMAGES AVAILABLE TO A MEMBER, FOR BREACH OF THESE TERMS AND CONDITIONS IS LIMITED TO ACTUAL DAMAGES IN AN AMOUNT NOT TO EXCEED (A) ANY AMOUNT ACTUALLY RECEIVED BY AMCN OR ANY PROVIDER IN VIOLATION OF THESE TERMS AND CONDITIONS AND (B) THE MEMBERSHIP FEE PAID BY THE MEMBER FOR THE APPLICABLE MEMBERSHIP TERM. IN NO EVENT SHALL AMCN OR ANY PROVIDER BE LIABLE TO A MEMBER UNDER THESE TERMS AND CONDITIONS PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THE MEMBERSHIP PROGRAM OR THESE TERMS AND CONDITIONS, EVEN IF AMCN OR A PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MEMBER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS REFLECT AN ALLOCATION OF RISK SET FORTH IN THESE TERMS AND CONDITIONS AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THESE TERMS AND CONDITIONS WOULD BE SUBSTANTIALLY DIFFERENT.**

9. Any and all matters arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America (including without limitation, the Federal Arbitration Act) and, to the extent not preempted by Federal law, the laws of the State of Missouri without regard to conflicts or choice of law principles, regardless of the legal theory upon which such matter is asserted. Outside of these terms and conditions, Federal law preempts state and local laws, regulations, and other provisions, including common law duties that relate to rates, routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties or state law in contracts optional, the Providers and you agree that this contract does not incorporate any such common law duties or state laws.

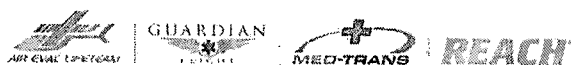
**10. ARBITRATION AGREEMENT.** Any controversy or claim arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be resolved by binding arbitration by a single arbitrator pursuant to the Consumer Arbitration Rules of the American Arbitration Association ("Rules"), as modified by these terms and conditions. The place of arbitration will be St. Louis, Missouri. The judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHER MEMBERS OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. The arbitrator is not authorized to award attorney's fees and costs or equitable relief.** In the event the prohibition on class arbitration or any other provision in this arbitration agreement is deemed invalid or unenforceable, then the remaining provisions of these terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact the Provider or AMCN and make a good faith effort to resolve the dispute before resorting to arbitration under these terms and conditions.





11. These terms and conditions supersede all previous terms and conditions between a member and the Providers or AMCN, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President or a Vice President of AMCN or a Provider, and may not be modified or amended orally, by trade usage or by course of conduct or dealing.

\*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC -- These terms and conditions apply to all AMCN participating provider membership programs, regardless of which participating provider transports you.



**LICENSE NO. DACW56-3-26-087**  
Formerly License No. DACW56-3-20-309

**DEPARTMENT OF THE ARMY LICENSE  
EUFAULA LAKE  
PITTSBURG COUNTY, OKLAHOMA**

**THE SECRETARY OF THE ARMY**, acting by and through the Chief, Real Estate Division, U.S. Army Corps of Engineers, Tulsa District, hereinafter referred to as the "Grantor", by authority of Title 16, United States Code, Section 460d, hereby grants **Pittsburg County, Board of County Commissioners, 115 E. Carl Albert, McAlester, OK 74501**, hereinafter referred to as the "Grantee", a license to operate and maintain **roads, boat-launching ramps, parking areas and related facilities**, over, across, in and upon lands of the United States, as identified in Exhibits A, B & C, attached hereto and made a part hereof, hereinafter referred to as the premises.

**THIS LICENSE** is granted subject to the following conditions.

**1. TERM**

This license is granted for a term of **FIVE (5) years**, beginning **October 5, 2025**, and ending **October 4, 2030**, but revocable at will by the Grantor.

**2. CONSIDERATION**

The consideration for this license is the operation and maintenance of the premises by the Grantee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

**3. NOTICES**

All notices to be given pursuant to this license shall be addressed, if to the Grantee, to **Pittsburg County, Board of County Commissioners, 115 E. Carl Albert, McAlester, OK 74501**; and if to the Grantor, to the **U.S. Army Corps of Engineers, Tulsa District, Attention: Chief, Real Estate Division, 2488 East 81<sup>st</sup> Street, Tulsa, OK 74137-4290**; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

**4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "Grantor", "Chief, Real Estate Division", or "said officer" shall include their duly

authorized representatives. Any reference to "Grantee" shall include any duly authorized representatives.

## **5. SUPERVISION BY THE GRANTOR**

The use and occupation of the premises shall be subject to the general supervision and approval of the Grantor, Tulsa District, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

## **6. APPLICABLE LAWS AND REGULATIONS**

The Grantee shall comply with all applicable federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

## **7. CONDITIONAL USE BY GRANTEE**

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use, or maintain the premises;
- c. subject to other outgrants of the United States on the premises;
- d. personal to the Grantee; and this license, or any interest therein, may not be transferred or assigned.

## **8. CONDITION OF PREMISES**

The Grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

## **9. COST OF UTILITIES**

The Grantee shall pay the cost, as determined by said officer, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the Grantee, including the Grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

## **10. PROTECTION OF PROPERTY**

The premises shall at all times be protected and maintained in good order and condition by and at the expense of the Grantee. The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## **11. RESTORATION**

On or before the expiration date of this license or its termination by the Grantee, the Grantee shall vacate the premises, remove the property of the Grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the Grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the Grantor may designate. In either event, if the Grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

## **12. NON-DISCRIMINATION**

The Grantee shall not discriminate against any person or persons or exclude any persons from participation in the Grantee's operations, programs, or activities conducted on the licensed premises, because of race, color, religion, age, sex, handicap, national origin or place of residency. The Grantee, by acceptance of this license, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000d); the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 C.F.R. Part 195), issued as Department of Defense Directive 5500.11, December 28, 1964).

### **13. TERMINATION**

This license may be terminated by the Grantee at any time by giving the Grantor at least ten (10) days notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event that said notice is not given at least ten (10) days prior to the rental due date, the Grantee shall be required to pay the consideration for the period shown in the Condition on **CONSIDERATION**.

### **14. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

c. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

### **15. HISTORIC PRESERVATION**

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

### **16. DISCLAIMER**

This license is effective only insofar as the rights of the United States in the premises are concerned; and the Grantee shall obtain any permit or license which may be require by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of

obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403) and Section 404 of the Clean Water Act (33 USC 1344).

#### **17. RIGHT TO ENTER AND FLOOD**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government work; to make inspections; to remove timber or other material, except property of the Grantee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes; and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

#### **18. SUPERVISION AND REPAIR**

The Grantee shall supervise the said boat complex and cause it to be inspected at reasonable intervals, and shall immediately repair any defect found therein as a result of such inspection or, when requested by said officer, to repair any defects. Upon completion of the installation of said boat complex and the making of any repairs thereto, the premises shall be restored immediately by the Grantee at the Grantee's own expense to the same condition as that which existed prior to the commencement of such work to the satisfaction of the said officer.

#### **19. PUBLIC ACCESSIBILITY**

Said road, parking area, and boat-launching ramp shall be open to the general public as well as to residents in the area or adjacent to the lake. An access road to said facilities shall be provided by the Grantee.

#### **20. FEES**

a. Fees may be charged by the Grantee for use of the boat-launching ramp; however, such fees may be charged for no other purpose than to recover expenses. Such fees shall be reasonable and comparable to other similar rates charged for similar services in the area. The said officer shall have the right to review such fees and require an increase or reduction when it is determined that the objectives of this license have been violated. The amount charged shall not be so high as to virtually eliminate or greatly deter public use of the ramp. The authority to charge fees to recover expenses is revocable at will if it is determined by said officer that the Grantee is violating the nonprofit objective of the charge and circumventing in any way the public's ability to use the ramp.

b. All monies received by the Grantee from the use of the boat-launching ramp must be utilized by the Grantee for the administration, maintenance, operation and development of the premises. Any such monies not so utilized or programmed for use within a reasonable time shall be paid to said officer at the end of the five (5)-year period of the license. The Grantee shall furnish a statement of receipts and expenditures for the five (5)-year license period at the end of the term. In addition to the end of the term report, the said officer shall have the right to require that a statement be furnished at any time during the license term for any specific period.

## **22. CONDITION OF FACILITIES**

During the term of the license said facilities shall be maintained by and at the expense of the Grantee in a condition satisfactory to said officer, to include removal of trash and debris from the premises, and in a condition insuring the safety of the using public, and the Grantee will correct hazardous conditions as directed and within the time limit specified by said officer. If the Grantee does not maintain said facilities in the condition prescribed, or hazardous conditions are not corrected within the time limit specified by the said officer, this license may be revoked and the terms and conditions of Condition 12, **RESTORATION**, will apply in regard to removal of property of the Grantee and restoration of the premises.

## **23. MINIMUM WAGE REQUIREMENT (EXECUTIVE ORDER 13658)**

a. Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

b. The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

c. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning

January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

d. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

e. Contract Suspension/Contract Termination/ Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of

the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

f. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

g. Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

h. Payroll Records.

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (h)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s).
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

i. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

j. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

k. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash

wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

l. Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

n. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

o. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities,

losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

#### **24. PAID SICK LEAVE REQUIREMENT (EXECUTIVE ORDER 13706)**

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

a. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

##### **b. Paid Sick Leave.**

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

c. Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual

monetary losses sustained as a direct result of the violation, and liquidated damages.

**d. Contract Suspension/Contract Termination/Contractor Debarment.** In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

**e.** The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

**f.** Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

**g. Record keeping.**

**(1)** Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i)** Name, address, and Social Security number of each employee;
- (ii)** The employee's occupation(s) or classification(s);
- (iii)** The rate or rates of wages paid (including all pay and benefits provided);
- (iv)** The number of daily and weekly hours worked;
- (v)** Any deductions made;

(vi) The total wages paid (including all pay and benefits provided) each pay period;

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;

(ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);

(xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;

(xiii) The relevant covered contract;

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41CFR60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's record keeping obligations, if any, under the Davis-Bacon Act, the Service

Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

i. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**THIS LICENSE** is not subject to Title 10, United States Code, Section 2662, as amended.

*This space intentionally left blank.*

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
KRISTA J. BERNA  
CHIEF, REAL ESTATE DIVISION  
REAL ESTATE CONTRACTING OFFICER

THIS LICENSE is also executed by the Grantee this 30<sup>th</sup> day of March, 2026.

PITTSBURG COUNTY BOARD OF COUNTY COMMISSIONERS:

Ross Selman  
SIGNATURE

Ross Selman  
PRINTED NAME

Commissioner, District 3  
TITLE

918-470-8753  
PHONE NUMBER

# CERTIFICATE OF AUTHORITY

I, Hope Trammell, certify that I am the County Clerk  
(Name) (Secretary or Attesting Officer)  
of the Pittsburg County, named as grantee/lessee/licensee herein;  
(Agency Name)  
that Ross Selman, who signed this Agreement on behalf  
(Officer Name)  
of said Pittsburg County, was then Commissioner, District 3  
(Agency Name) (Officer Title)

of the Agency; and that said Agreement was duly signed for and on behalf of

the Pittsburg County by authority of its governing body and is  
(Agency Name)

within the scope of its statutory powers.

Signed, Hope Trammell  
Secretary or Attesting Officer



(The person that signed the attached instrument cannot sign Certificate)

**This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.**



**Legend**

-  Outgranted Area
-  Gov Easements
-  Gov Fee Lands



*Map Projection: WGS 1984 Web Mercator (Auxiliary Sphere)*

**Contract Number: DACW56-3-26-087**

**Location Description** Parcel No. 1, Bugtussle Ramp, located in the NW/4 SE/4 SW/4 SE/4 of Section 35, T7N R15E in Pittsburg County, Oklahoma. Containing 2.0 acres, more or less.

*While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to ensure the accuracy of the maps and associated data, it should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability of any nature for any errors, omissions, or inaccuracies in the information provided regardless of how caused.*



U.S. Army Corps  
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Tulsa District

**EXHIBIT A**

Date Created: 1/7/2025



0 0.01 0.03 mi

**Legend**

-  Outgranted Area
-  Gov Easements
-  Gov Fee Lands



*Map Projection: WGS 1984 Web Mercator (Auxiliary Sphere)*

**Contract Number: DACW56-3-26-087**

**Location Description:** Parcel No. 2, Bucks of Gains Creek Boat Ramp, Located in the SW/4 SW/4 SW/4 NW/4 of Section 17, T6N, R16E in Pittsburg County, Oklahoma. Containing 0.60 acre, more or less.

*While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to ensure the accuracy of the maps and associated data, it should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability of any nature for any errors, omissions, or inaccuracies in the information provided regardless of how caused.*



U.S. Army Corps  
of Engineers®  
Tulsa District

**EXHIBIT B**

Date Created: 1/7/2026

Legal Description

Parcel 1:

A strip, piece or parcel of land lying in the NW SE SW SE: W $\frac{1}{2}$  NE SW SE; Section 35, Township 7 North, Range 15 East, Pittsburg County, Oklahoma, more particularly described as follows:

Beginning at a point 660 feet East and 500 feet North of the quarter section corner on the South line of said Section 35;

thence East, a distance of 50 feet;  
thence North, a distance of 180 feet;  
thence East, a distance of 130 feet;  
thence North, a distance of 200 feet;  
thence West, a distance of 130 feet;  
thence North, a distance of 259 feet;  
thence West, a distance of 50 feet;  
thence South, a distance of 639 feet, to the point of beginning.

Containing 1.33 acres more or less.

Parcel 2:

A strip, piece or parcel of land located in the SW SW SW NW, Section 17, T6N, R16E, Pittsburg County, Oklahoma

Beginning 165 feet North of the Southwest corner of said SW SW SW NW;

thence North 44°55' E, a distance of 75 feet;  
thence South 45°E, on a centerline 150 feet wide, a distance of 175 feet, to the waterline.

Containing 0.60 acre, more or less.

**EXHIBIT C**



DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, TULSA DISTRICT  
2488 EAST 81ST STREET  
TULSA, OKLAHOMA 74137-4290

MAR 18 2026

Real Estate Division  
Management

SUBJECT: Eufaula Lake, OK; License No. DACW56-3-26-087, Renewal of Expired License No. DACW56-3-20-309, Bug Tussle and Bucks of Gains Creek Boat Ramps

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

Dear County Commissioner:

Two copies of proposed License No. DACW56-3-26-087 are enclosed for your review and signature. Also, a document entitled "Request For Grantee Social Security Number and/or Taxpayer Identification Number" is enclosed for you to complete. Please fill out the form in its entirety. Your license **cannot** be processed without this form.

Please sign and date all documents, where indicated, and return them to the U.S. Army Corps of Engineers, Tulsa District, ATTN: Real Estate Division – Limestall, 2488 East 81<sup>st</sup> Street, Tulsa, OK 74137-4290. Please note that the license is subject to review and approval by the Real Estate Contracting Officer.

Once the signed instruments are returned, we will send you an executed copy of the license for your records. If you have any questions concerning this matter, please call Realty Specialist Mark Limestall at 918-669-4965.

Sincerely,

A handwritten signature in blue ink that reads "Krista J. Berna".

Krista J. Berna  
Chief, Real Estate Division  
Real Estate Contracting Officer

Enclosure  
CF (w/o encl): CESWT-ODE-E