NOTICE AND AGENDA OF REGULAR MEETING

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

FILED

JUN 26 2026

TIME 8:28 AM PM

HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY

BY _____ DEPUTY

DATE: June 29, 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 June 22, 2026
   B. Special Meeting from June 22, 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. COUNTY CLERK
      i. Tort Claim, Paula Lott- District 3
   B. FLOODPLAIN
      i. Directors Report
   C. JAIL
      i. Administrator's Monthly Report
7. FISCAL TRANSACTIONS
   A. Claims and Purchase Orders
   B. Transfers

C. Monthly Reports

D. Blanket Purchase Orders

E. Payroll

8. UNFINISHED BUSINESS

A. Discussion, Consideration and Possible Action to approve renewal for lease purchase agreement for FY 26-27- Asphalt Plant

B. Award/Reject Bid No. 19 Re-Advertise the construction of a fire department building

9. GRANTS

A. Discussion, Consideration and Take Action to Approve Close-out Documents for REAP Grant K1044-26 for the Pittsburg County Conservation District, Priority #1 Grant

B. Discussion, Consideration and Take Action to Approve Close-out Documents for REAP Grant K1045-26 for the Pittsburg County Conservation District, Priority #2 Grant

C. Discussion, Consideration and Take Action to Approve the Solid Waste Grant Application Request Form for Fiscal Year 2027

10. AGENDA ITEMS

A. Resolution 26-302 to approve appointment of Mandy Horn to the Pittsburg County Floodplain Management Board, effective July 1, 2026.

B. Resolution 26-303 to approve amended Fee Schedule for the Pittsburg County Floodplain Regulations, as approved by the Pittsburg County Floodplain Management Board of June 16, 2026.

C. Resolution 26-304 to approve fee schedule for the Board of County Commissioners Office, effective July 1, 2026

D. Resolution 26-305 to Advertise for Bids for Herbicide Vegetation Management (HVM) Services

E. Resolution 26-306 to Approve the Creation of the Expo Events Donations Account

F. Resolution 26-307 to Cancel Purchase Order(s)- County Clerk

G. Resolution 26-308 to Approve Banking Contract and designation of official depository for Fiscal Year 2026-2027- Treasurer

H. Resolution 26-309 Authorizing the County Treasurer to Invest All County Funds and Written investment policy for Fiscal Year 2026-2027

I. Resolution 26-310 Authorizing the County Treasurer to Invest DA Control Substance, DA Supervision Fees, DA 991 Supervision Fees and DA Equitable Sharing-DOJ Funds for Fiscal Year 2026-2027

J. Resolution 26-311 Authorizing the County Treasurer to Invest Funds for the Assessor Revolving Fee Fund for Fiscal Year 2026-2027

K. Resolution 26-312 Authorizing the County Treasurer to Invest Funds for the Emergency Management Fund for Fiscal Year 2026-2027

L. Resolution 26-313 Authorizing the County Treasurer to Invest the County Clerk's Mechanic's Lien Cash Fund for Fiscal Year 2026-2027

M. Resolution 26-314 Authorizing the County Treasurer to Invest Fire Sales Tax Funds for all Fire Districts for Fiscal Year 2026-2027

N. Resolution 26-315 Authorizing the County Treasurer to Invest the Juvenile Detention Building & Maintenance Fund for Fiscal Year 2026-2027

O. Resolution 26-316 Authorizing the County Treasurer to Invest the Treasurer's Mortgage Certification Fee Fund for Fiscal Year 2026-2027

P. Resolution 26-317 Authorizing the County Treasurer to Invest the Jail Sales Tax Fund, Animal Shelter Sales Tax Fund and the Roads and Bridges Sales Tax Fund for Fiscal Year 2026-2027

Q. Resolution 26-318 Authorizing the County Treasurer to Invest the Court Clerk Revolving Fund and Court Clerk Fund for Fiscal Year 2026-2027

R. Resolution 26-319 Authorizing the County Treasurer to Invest the County Bridge and Road Improvement Fund for Fiscal Year 2026-2027

S. Resolution 26-320 to Renew Annual Service Agreements for Fiscal Year 2026-2027 -Treasurer

T. Resolution 26-321 to Cancel Lapsed Warrants- County Clerk

U. Resolution 26-322 to Renew Lease Agreements for Fiscal Year 2026-2027 – County Clerk

V. Resolution 26-323 to Re-Advertise for Bid for the construction of a fire department building for Bugtussle Volunteer Fire Department, pursuant to the Oklahoma Public Competitive Bidding Act of 1974 (61 OS § 101 et seq.)

W. Resolution 26-324 to transfer items on inventory- Emergency Mangement

X. Discussion, Consideration and Possible Action to Approve the Financial Statement for the Resale Property Fund – Treasurer

Y. Discussion, Consideration and Possible action to Approve Contract Labor Agreement between the Pittsburg County Health Department and CR Mowing the lawn maintenance services for Fiscal Year 2026-2027

Z. Discussion, Consideration and Possible Action to Approve Nebulized Sputum Collection Contract between the Pittsburg County Health Department and McAlester Regional Health Center for Fiscal Year 2026-2027

AA. Discussion, Consideration and Possible Action to Approve Emergency Generator Maintenance Agreement between the Pittsburg County Health Department and Clifford Power Systems for Fiscal Year 2026-2027

BB. Discussion, Consideration and Possible Action to Approve Annual Renewal Agreement between the Pittsburg County Health Department and Shred-It for shredding services for Fiscal Year 2026-2027

CC. Discussion, Consideration and Possible Action to Approve Requisitioning and Receiving Officers for Fiscal Year 2026-2027- Health Department

DD. Discussion, Consideration and Possible Action to Approve Memorandum of Agreement between the Pittsburg County Health Department and Warren Clinic/Saint Francis Hospital for X-Ray Services for Fiscal Year 2026-2027

EE. Discussion, Consideration and Possible Action to Approve Annual Renewal Agreement between the Pittsburg County Health Department and Standley Systems for Copier Lease and Maintenance Fees for Fiscal Year 2026-2027

FF. Discussion, Consideration and Possible Action to Approve Planned Service Agreement between Pittsburg County Health Department and Johnson Controls for Annual fire alarm and sprinkler system test and inspection and fire alarm system monitoring maintenance for Fiscal Year 2026-2027

GG. Discussion, Consideration and Possible Action to Approve Annual Renewal Agreement between the Pittsburg County Health Department and VIP Voice Services for Phone System, Network and Infrastructure Provisions for Fiscal Year 2026-2027

HH. Discussion, Consideration and Possible Action to Approve City County Agreement for a Joint Civil Defense/Emergency Management Administration between the City of Haileyville and the Board of County Commissioners Pittsburg County for Fiscal Year 2026-2027

II. Discussion, Consideration and Possible Action to Approve Planned Maintenance Agreement between Clifford Power and Pittsburg County Firefighters Association for the Daisy and Enterprise Repeater Stations for Fiscal Year 2026-2027

JJ. Discussion, Consideration and Possible Action to Approve payment to O'Hara & Adams for professional services provided for the Cottage Park and Infoura, LLC Litigations- Assessor

KK. Discussion, Consideration and Take Action to Approve School Resource Officer Agreement between the Pittsburg County Sheriff and Carlton Landing Academy Charter School for FY 2026-2027

LL. Discussion, Consideration and Possible Action to Approve the Fiscal Year 2027 Contract for Regional Secure Detention Including Two, One-Year Options to Renew for Fiscal Year 2028 and Fiscal Year 2029 between Pittsburg County and the Oklahoma Office of Juvenile Affairs

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 COMMISSIONERS
JUNE 29, 2026
MINUTES

The Board of County Commissioners, Pittsburg County, met in regular session on June 29, 2026 at 9:00 A.M., Meeting held in County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:28 A.M., June 26, 2026.

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

2. ROLL CALL:	Ross Selman	Present
	Mike Hayens	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 MEETING MINUTES:

A. REGULAR MEETING FROM JUNE 22, 2026: The minutes from the previous meeting, June 22, 2026 regular meeting were read. Haynes made a motion to approve the minutes; seconded by Rogers.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

B. SPECIAL MEETING FROM JUNE 8, 2026 (HELD AT THE SOUTHEAST EXPO CENTER): The minutes from the previous meeting, June 22, 2026 special meeting were read. Rogers made a motion to approve the minutes; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

6. OFFICIALS – DEPARTMENT REPORT:

A. COUNTY CLERK:

i. TORT CLAIM: The board reviewed the tort claim.

B. FLOODPLAIN:

i. DIRECTORS REPORT: The board reviewed the floodplain report.

C. JAIL:

i. ADMINISTRATOR'S MONTHLY REPORT: Jeff Daniels presented that jail administrators report. Daniels stated that it was productive month and the glass replacement project is complete. Daniels stated that all new contracts with agency have been completed for the rate increase to $65.00 a day. Daniels stated that the federal housing money is down from last month and the county inmates are up. Daniels stated that NCIC has lost its lawsuit with the FCC and they will be losing money on the inmate phones. Selman asked how many inmates are in the jail. Daniels stated a total of 159 and 52 are federal. Daniels stated that the tribes have been releasing their inmates with ankle monitors instead of putting them in jail. Daniels explained that 75% of the inmates are county and they receive no money for them. Daniels stated that another problem is by statute the jails are at the bottom of the list for payouts on fines and costs. Daniels gave a review of the capital improvements that have been made and an overview of staffing. Daniels explained a recent inmate incident.

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 the transfers; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

C. MONTHLY REPORTS: None.

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
District 2	11297	$ 1,500.00	Weldon Parts
District 2	11298	$ 1,500.00	Maxwell Supply
District 2	11299	$ 2,000.00	Premier Truck
District 2	11300	$ 2,000.00	Yellowhouse Equip
District 2	11301	$ 500.00	Adams True Value
Expo	11302	$ 500.00	Jamesco
Expo	11303	$ 500.00	Lowes
Expo	11304	$ 500.00	Kiamichi Automotive
Sheriff	11305	$10,000.00	Ben E Keith
Sheriff	11306	$ 3,000.00	Custom Technologies

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

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

E. PAYROLL: Haynes 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. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE RENEWAL FOR LEASE AGREEMENT FOR FY 26-27 – ASPHALT PLANT: Rogers made a motion to approve the lease renewal; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

B. AWARD/ REJECT BID NO. 19 RE-ADVERTISE THE CONSTRUCTION OF A FIRE DEPARTMENT BUILDING: Selman read a letter from Bugtussle Fire Department requesting that the bids be rejected due to incorrect specifications regarding the lighting and garage doors. Selman made a motion to reject the bids; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

9. GRANTS:

A. DISCUSSION, CONSIDERATION AND TAKE ACTION TO APPROVE CLOSE-OUT DOCUMENTS FOR REAP GRANT K1044-26 FOR THE PITTSBURG COUNTY CONSERVATION DISTRICT, PRIORITY #1 GRANT: Selman made a motion to postpone the item until the next regular meeting July 6, 2026; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

B. DISCUSSION, CONSIDERATION AND TAKE ACTION TO APPROVE CLOSE-OUT DOCUMENTS FOR REAP GRANT K1044-26 FOR THE PITTSBURG COUNTY CONSERVATION DISTRICT, PRIORITY #2 GRANT: Selman made a motion to approve the close-out documents; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

C. DISCUSSION, CONSIDERATION AND TAKE ACTION TO APPROVE THE SOLID WASTE GRANT APPLICATION REQUEST FORM FOR FISCAL YEAR 2027: Sandra Crenshaw stated that the grant application is for chainsaws for all districts. Selman made a motion to approve the grant application; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

10. AGENDA ITEMS:

A. RESOLUTION 26-302 TO APPROVE APPOINTMENT OF MANDY HORN TO THE PITTSBURG COUNTY FLOODPLAIN MANAGEMENT BOARD, EFFECTIVE July 1, 2027: Sandra Crenshaw stated that one member's term is up June 30th and has missed several meetings and decided to vacate his position at the end of the term. Rogers made a motion to approve the appointment of Mandy Horn; seconded by Selman.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

B. RESOLUTION 26-303 TO APPROVE AMENDED FEE SCHEDULE FOR THE PITTSBURG COUNTY FLOODPLAIN REGULATIONS, AS APPROVED BY THE PITTSBURG COUNTY FLOODPLAIN MANAGEMENT BOARD OF JUNE 16, 2026: Selman read the resolution. Crenshaw explained the changes to the fees. Selman made a motion to approve the resolution; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

C. RESOLUTION 26-304 TO APPROVE THE FEE SCHEDULE FOR THE BOARD OF COUNTY COMMISSIONERS OFFICE, EFFECTIVE JULY 1, 2026: Selman read the fee schedule. Rogers made a motion to approve the fee schedule; seconded by Selman.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

D. RESOLUTION 26-305 TO ADVERTISE FOR BIDS FOR HERBICIDE VEGETATION MANAGEMENT (HVM) SERVICES: Selman read the resolution. Selman made a motion to approve the resolution; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

E. RESOLUTION 26-306 TO APPROVE THE CREATION OF THE EXPO EVENTS DONATIONS ACCOUNT: Selman read the resolution. Selman made a motion to approve the resolution; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

F. RESOLUTION 26-307 TO CANCEL PURCHASE ORDER(S) – COUNTY CLERK: Selman read the resolution stating purchase order 1541. Selman made a motion to cancel the purchase order; seconded by Rogers.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

G. RESOLUTION 26-308 TO APPROVE BANKNG CONTRACT AND DESIGNATION OF OFFICIAL DEPOSITORY FOR FISCAL YEAR 2026-2027 - TREASURER: Selman read the resolution. Rogers made a motion to the resolution; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

H. RESOLUTION 26-309 AUTHORIZING THE COUNTY TREASURER TO INVEST ALL COUNTY FUNDS AND WRITTEN INVESTMENT POLICY FOR FISCAL YEAR 2026-2027: Selman made a motion to approve the resolution; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

I. RESOLUTION 26-310 AUTHORIZING THE COUNTY TREASURER TO INVEST DA CONTROL SUBSTANCE, DA SUPERVISION FEES, DA 991 SUPERVISION FEES AND DA EQUITABLE SHARING-DOJ FUNDS FOR FISCAL YEAR 2026-2027: Selman made a motion to approve the resolution; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

J. RESOLUTION 26-311 AUTHORIZING THE COUNTY TREASURER TO INVEST FUNDS FOR THE ASSESSOR REVOLVING FEE FUND FOR FISCAL YEAR 2026-2027: Selman made a motion to approve the resolution; seconded by Rogers.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

K. RESOLUTION 26-312 AUTHORIZING THE COUNTY TREASURER TO INVEST FUNDS FOR THE EMERGENCY MANAGEMENT FUND FOR FISCAL YEAR 2026-2027: Selman made a motion to approve the resolution; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

L. RESOLUTION 26-313 AUTHORIZING THE COUNTY TREASURER TO INVEST THE COUNTY CLERK'S MECHANIC'S LIEN CASH BOND FUND FOR FISCAL YEAR 2026-2027: Selman made a motion to approve the resolution; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

M. RESOLUTION 26-314 AUTHORIZING THE COUNTY TREASURER TO INVEST FIRE SALES TAX FUNDS FOR ALL FIRE DISTRICTS FOR FISCAL YEAR 2026-2027: Selman made a motion to approve the resolution; seconded by Rogers.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

N. RESOLUTION 26-315 AUTHORIZING THE COUNTY TREASURER TO INVEST THE JUVENILE DETENTION BUILDING AND MAINTENANCE FUND FOR FISCAL YEAR 2026-2027: Selman made a motion to approve the resolution; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

O. RESOLUTION 26-316 AUTHORIZING THE COUNTY TREASURER TO INVEST THE TREASURER'S MORTGAGE CERTIFICATION FEE FUND FOR FISCAL YEAR 2026-2027: Selman made a motion to approve the resolution; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

P. RESOLUTION 26-317 AUTHORIZING THE COUNTY TREASURER TO INVEST THE JAIL SALES TAX FUND, ANIMAL SHELTER SALES TAX FUND AND THE ROADS AND BRIDGES SALES TAX FUND FOR FISCAL YEAR 2026-2027: Selman made a motion to approve the resolution; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

Q. RESOLUTION 26-318 AUTHORIZING THE COUNTY TREASURER TO INVEST THE COURT CLERK REVOLVING FUND AND COURT CLERK FUND FOR FISCAL YEAR 2026-2027: Selman made a motion to approve the resolution; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

R. RESOLUTION 26-319 AUTHORIZING THE COUNTY TREASURER TO INVEST THE COUNTY BRIDGE AND ROAD IMPROVEMENT FUND FOR FISCAL YEAR 2026-2027: Selman made a motion to approve the resolution; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

S. RESOLUTION 26-320 TO RENEW ANNUAL SERVICE AGREEMENTS FOR FISCAL YEAR 2026-2027 - TREASURER: Selman made a motion to approve the resolution; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

T. RESOLUTION 26-321 TO CANCEL LAPSED WARRANTS – COUNTY CLERK: Selman read the resolution. Selman made a motion to cancel the warrants; seconded by Rogers.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

U. RESOLUTION 26-322 TO RENEW LEASE AGREEMENTS FOR FISCAL YEAR 2026-2027 – COUNTY CLERK: Selman read the resolution. Selman made a motion to approve the resolution; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

V. RESOLUTION 26-323 TO RE-ADVERTISE FOR BID FOR THE CONSTRUCTION OF A FIRE DEPARTMENT BUILDING FOR BUGTUSSLE VOLUNTEER FIRE DEPARTMENT, PURSUANT TO THE OKLAHOMA PUBLIC COMPETITIVE BIDDING ACT OF 1974 (61 OS § 101 ET SEQ): Selman read the resolution. Selman made a motion to approve the resolution; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

W. RESOLUTION 26-324 TO TRANSFER ITEMS ON INVENTORY – EMERGENCY MANAGEMENT: Selman read the resolution stating the following item. Rogers explained that he had transferred it to emergency management and they no longer need it.

DESCRIPTION	ITEM#	SERIAL/VIN#
2000 Mack Dump Truck	EM-301.7	1M1AA8Y2YW117850

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

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

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

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

Y. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE CONTRACT LABOR AGREEMENT BETWEEN THE PITTSBURG COUNTY HEALTH DEPARTMENT AND CR MOWING THE LAWN MAINTENANCE SERVICES FOR FISCAL YEAR 2026-2027: Selman stated that the agreement is in the amount of $250.00 per service. Selman made a motion to approve the agreement; seconded by Rogers.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

Z. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE NEBULIZED SPUTUM COLLECTION CONTRACT BETWEEN THE PITTSBURG COUNTY HEALTH DEPARTMENT AND MCALESTER REGIONAL HEALTH CENTER FOR FISCAL YEAR 2026-2027: Selman made a motion to approve the contract; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

AA. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE EMERGENCY GENERATOR MAINTENANCE AGREEMENT BETWEEN THE PITTSBURG COUNTY HEALTH DEPARTMENT AND CLIFFORD POWER SYSTEMS FOR FISCAL YEAR 2026-2027: Selman made a motion to approve the agreement; seconded by Rogers.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

BB. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE ANNUAL RENEWAL AGREEMENT BETWEEN THE PITTSBURG COUNTY HEALTH DEPARTMENT AND SHRED-IT FOR SHREDDIGN SERVICES FOR FISCAL YEAR 2026-2027: Selman made a motion to approve the agreement; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

CC. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE REQUISITIONING AND RECEIVING OFFICERS FOR FISCAL YEAR 2026-2027 – HEALTH DEPARTMENT: Selman read the requisitioning and receiving officers. Selman made a motion to approve the requisitioning and receiving officers; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

DD. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE MEMORANDUM OF AGREEMENT BETWEEN THE PITTSBURG COUNTY HEALTH DEPARTMENT AND WARREN CLINIC.SAINT FRANCIS HOSPITAL FOR X-RAY SERVICES FOR FISCAL YEAR 2026-2027: Selman made a motion to approve the agreement; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

EE. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE ANNUAL RENEWAL AGREEMENT BETWEEN THE PITTSBURG COUNTY HEALTH DEPARTMENT AND STANDLEY SYSTEMS FOR COPIER LEASE AND MAINTENANCE FEES FOR FISCAL YEAR 2026-2027: Selman made a motion to approve the agreement; seconded by Rogers.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

FF. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE PLANNED SERVICE AGREEMENT BETWEEN THE PITTSBURG COUNTY HEALTH DEPARTMENT AND JOHNSON CONTROLS FOR ANNUAL FIRE ALARM AND SPRINKLER SYSTEM TEST AND INSPECTION AND FIRE ALARM SYSTEM MONITORING MAINTENANCE FOR FISCAL YEAR 2026-2027: Selman made a motion to approve the agreement; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

GG. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE ANNUAL RENEWAL AGREEMENT BETWEEN THE PITTSBURG COUNTY HEALTH DEPARTMENT AND VIP VOICE SERVICES FOR PHONE SYSTEM, NETWORK AND INFRASTRUCTURE PROVISIONS FOR FISCAL YEAR 2026-2027: Selman made a motion to approve the agreement; seconded by Rogers.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

HH. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE CITY COUNTY AGREEMENT FOR A JOINT CIVIL DEFENCE/EMERGENCY MANAGEMENT ADMINISTRATION BETWEEN THE CITY OF HAILEYVILLE AND THE BOARD OF COUNTY COMMISSIONERS PITTSBURG COUNTY FOR FISCAL YEAR 2026-2027: Rogers made a motion to approve the agreement; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

II. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE PLANNED MAINTENANCE AGREEMENT BETWEEN CLIFFORD POWER AND PITTSBURG COUNTY FIRE FIGHTERS ASSOCIATION FOR THE DAISY AND ENTERPRISE REPEATER STATIONSFOR FISCAL YEAR 2026-2027: Selman stated that the agreement is in the amount of $1,093.00 each. Selman made a motion to approve the agreement; seconded by Rogers.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

JJ. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE PAYMENT TO O'HARA AND ADAMS FOR PROFESSIONAL SERVICES PROVIDED FOR THE COTTAGE PARK AND INFOURA, LLC LITIGATIONS – ASSESSOR: Selman stated that the payment is in the amount of $174.00. Selman made a motion to approve the payment; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

KK. DISCUSSION, CONSIDERATION AND TAKE ACTION TO APPROVE SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN THE PITTSBURG COUNTY SHERIFF AND CALRTON LANDING ACADEMY CHARTER SCHOOL FOR FY 2026-2027: Frankie McClendon explained the agreement. Selman made a motion to approve the agreement; seconded by Rogers.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

LL. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FISCAL YEAR 2027 CONTRACT FOR REGIONAL SECURE DETENTION INCLUDING TWO, ONE YEAR OPTIONS TO RENEW FOR FISCAL YEAR 2028 AND FISCAL YEAR 2029 BETWEEN PITTSBURG COUNTY AND THE OKLAHOMA OFFICE OF JUVENILE AFFAIRS: Sandra Crenshaw explained the contract. Selman made a motion to approve the contract; seconded by Rogers.

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 IF WHICH COULD NOT HAE BEEN FORESEEN PRIOR TO THE POSTING OF THIS AGENDA: Frankie McClendon explained the Sheriff Assistance Grant is in the amount of $300,000.00. McClendon stated they are applying for vehicles, vests and equipment. Selman made a motion to approve the grant application; seconded by Rogers.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

Denton Cossey stated that they will be attending a conference this week.

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

14. 10:00 A.M. – BID OPENINGS: None.

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

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2025-2026

Date Range: 06/29/2026 to 06/29/2026

PO	Warrant No.	Vendor Name	Purpose		Amount
Animal Shelter					
1316-1-8020-2005 / ANIMAL SHELTER MAINTENANCE & OPERATIONS					
010999	000641	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE		$ 1,868.32
011024	000642	TREVIPAY-WALMART	CAT FOOD ETC.		$ 375.17
011189	000643	CENTER, EWELL	VET SERVICES		$ 700.00
011230	000644	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE		$ 1,160.54
			Total:	**$ 4,104.03**	
Donations					
1235-1-2000-2205 / CHOCTAW NATION DONATION					
011160	000034	DISCOUNT STEEL	WELDING SUPPLIES		$ 1,449.00
			Total:	**$ 1,449.00**	
Econ Dev Trust					
7603-4-0500-2005 / EDA EXPO M&o					
011099	000676	LINGO COMMUNICATIONS	MONTHLY SERVICE		$ 273.31
			Total:	**$ 273.31**	
Emergency Mgmt					
1212-2-2700-2005 / CIVIL DEFENSE M&O					
011029	000217	ADA PAPER COMPANY	JANITORIAL SUPPLIES		$ 65.00
011031	000218	H & P MECHANICAL	A/C REPAIR		$ 125.00
011150	000219	H & P MECHANICAL	A/C REPAIR		$ 187.50
			Total:	**$ 377.50**	
General					
0001-1-0100-2005 / DISTRICT ATTORNEY M&O					
011177	004336	FOX, KEVIN	REIMBURSEMENT		$ 188.99
			Total:	**$ 188.99**	
0001-1-0800-1310 / COMMISSIONERS TRAVEL					
011201	004337	SELMAN, WILLIAM R.	TRAVEL		$ 120.00

PO	Warrant No.	Vendor Name	Purpose		Amount

General

0001-1-0800-1310 / COMMISSIONERS TRAVEL

			Total:	**$ 120.00**	

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

006037	004338	OSU-CTP	TRAINING		$ 65.00
009815	004339	VIP TECHNOLOGY SOLUTIONS GROU	PHONE SERVICES		$ 968.00
011227	004340	MILLER OFFICE EQUIPMENT	COPY OVERAGE		$ 282.12
			Total:	**$ 1,315.12**	

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

006325	004341	OSU-CTP	TRAINING		$ 130.00
			Total:	**$ 130.00**	

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

011119	004342	CANON FINANCIAL SERVICES	COPIER LEASE		$ 210.00
			Total:	**$ 210.00**	

0001-1-2000-2011 / MEDICAL-INMATE

011074	004343	MCALESTER REGIONAL HEALTH CEN	INMATE MEDICAL		$ 396.00
			Total:	**$ 396.00**	

0001-1-2200-1310 / ELECTION BOARD TRAVEL

011121	004344	GREENMYER, SHIRLEY A.	TRAVEL		$ 22.04
011122	004345	BARNES, TONYA M.	TRAVEL		$ 59.45
011123	004346	HOLT, CHRISTY	TRAVEL		$ 50.03
011124	004347	BENSON, PAUL	TRAVEL		$ 56.99
			Total:	**$ 188.51**	

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

009268	004348	BLOCKER BAPTIST CHURCH	POLL RENT		$ 80.00
009270	004349	CANADIAN UNITED METHODIST CHUR	POLL RENT		$ 80.00
009277	004350	HIGH HILL BAPTIST CHURCH	POLL RENT		$ 80.00
009284	004351	SCIPIO COMMUNITY CENTER	POLL RENT		$ 80.00
009285	004352	SHADY GROVE CHURCH	POLL RENT		$ 80.00
009287	004353	THE CHURCH ON FLOWERY MOUNDS	POLL RENT		$ 80.00
009288	004354	TI VALLEY BAPTIST CHURCH	POLL RENT		$ 80.00
011173	004355	DOBSON FIBER	MONTHLY SERVICE		$ 143.66
011174	004356	MILLER OFFICE EQUIPMENT	COPY OVERAGE		$ 469.90
011217	004357	PITTSBURG COUNTY ELECTION BD.	ELECTION EXPENSES		$ 10.00
			Total:	**$ 1,183.56**	

PO	Warrant No.	Vendor Name	Purpose		Amount

General

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

007453	004358	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES		$ 218.76
010452	004359	UNIFIRST CORP.	MAT MAINTENANCE		$ 313.46
010454	004360	UNIFIRST CORP.	UNIFORMS ETC		$ 77.01
010814	004361	DISILVESTRO, JOE	AUDIO SERVICES		$ 200.00
011135	004362	AMAZON CAPITAL SERVICES INC.	TELEVISION ETC.		$ 126.11
011194	004363	AMAZON CAPITAL SERVICES INC.	WEATHER STRIPPING		$ 31.96
011293	004364	UNIFIRST CORP.	UNIFORM MAINTENANCE		$ 71.05
			Total:	**$ 1,038.35**	

0001-2-0400-2005 / SHERIFF M&O

009336	004365	COMDATA	FUEL		$ 14,000.00
011179	004366	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE		$ 72.80
			Total:	**$ 14,072.80**	

0001-2-0400-2012 / FEEDING PRISONERS

011180	004367	FBS OF NORTH TEXAS LLC	INMATE GROCERIES		$ 583.20
			Total:	**$ 583.20**	

0001-4-0500-2005 / Expo M&O

011042	004368	VICARS POWERSPORTS	BELT		$ 299.06
011205	004369	KELLPRO SOFTWARE & TECHNOLOG	EMAIL SERVICES		$ 300.00
011216	004370	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE		$ 6,055.38
			Total:	**$ 6,654.44**	

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

011157	004371	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE		$ 134.29
			Total:	**$ 134.29**	

0001-5-0900-1310 / OSU TRAVEL

011158	004372	LOCKWOOD, RACHEL	TRAVEL		$ 964.03
			Total:	**$ 964.03**	

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

011159	004373	ALERT 360	SECURITY MONITORING		$ 36.97
			Total:	**$ 36.97**	

Highway

PO	Warrant No.	Vendor Name	Purpose	Amount

Highway

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

010333	002740	DOLESE	1 1/2" CRUSHER RUN	$ 11,982.42
011010	002741	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES	$ 137.52
			Total:	**$ 12,119.94**

1102-6-4300-2005 / DIST. #3 M&O

010640	002742	YATES PEST CONTROL	PEST CONTROL	$ 160.00
010813	002743	W.E. ALLFORD PROPANE	PROPANE	$ 30.02
010840	002744	PITSTOP LOCK & SAFE	KEYS	$ 54.00
010894	002745	WELDON PARTS INC.	WIRE	$ 129.24
010937	002746	DOLESE	8" SURGE	$ 713.03
011062	002747	WELDON PARTS INC.	WIPER BLADES	$ 127.75
011066	002748	W.E. ALLFORD PROPANE	PROPANE	$ 24.64
011107	002749	DOWLESS SERVICE CO., LLC	TIRES & SERVICES	$ 232.00
011108	002750	KELLPRO SOFTWARE & TECHNOLOG	ANTIVIRUS SOFTWARE	$ 76.02
			Total:	**$ 1,546.70**

1102-6-6520-2005 / CIRB-MV M&O

010784	002751	PREMIER TRUCK GROUP	SWITCH	$ 157.98
010958	002752	DEFRANGE AUTO	TRUCK ACCESSORIES	$ 1,840.00
010975	002753	JAMES SUPPLIES	WELDING SUPPLIES	$ 190.00
010992	002754	JAMES SUPPLIES	OXYGEN/ACETYLENE	$ 224.50
011019	002755	DISCOUNT STEEL	SHEET METAL ETC	$ 1,043.82
011039	002756	DIAMOND MOWERS	CYLINDER	$ 1,316.26
011063	002757	SERVICE OKLAHOMA	TAG & TITLE	$ 46.00
011064	002758	BROKEN ARROW ELECTRIC SUPPLY I	ELECTRICAL WIRING	$ 79.73
011147	002759	DOWLESS SERVICE CO., LLC	TIRES	$ 3,855.00
011152	002760	ATWOODS	TOOLS & ETC	$ 237.24
011164	002761	FREEDOM FORD	OIL CHANGE	$ 89.40
011186	002762	LOWES	TOOL	$ 56.98
011187	002763	LOWES	SILICONE	$ 187.06
			Total:	**$ 9,323.97**

Hwy-ST

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

009814	003051	DOLESE	#4 SCREENINGS	$ 6,088.52
009920	003052	MUSKOGEE SAND COMPANY INC	CLASS A SAND	$ 6,483.08
010597	003053	DOLESE	3/8" #2 COVER CHIPS	$ 11,771.69
010737	003054	DOLESE	3/8" #2 COVER CHIPS	$ 11,739.69
011000	003055	AMAZON CAPITAL SERVICES INC.	TABLET	$ 23.99
011001	003056	AMAZON CAPITAL SERVICES INC.	MAILBOX	$ 103.53
011134	003057	RAM INC	FUEL	$ 10,817.92

P.O	Warrant No.	Vendor Name	Purpose	Amount

Hwy-ST

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

011171	003058	BEMAC SUPPLY	BATTERY CHARGER	$ 115.58
			Total:	**$ 47,144.00**

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

006327	003059	P & K EQUIPMENT	OIL AND SUPPLIES	$ 289.08
010934	003060	DOLESE	1 1/2" CRUSHER RUN	$ 6,001.65
010997	003061	RAM INC	FUEL	$ 6,184.50
010998	003062	RAM INC	FUEL	$ 3,685.88
011017	003063	STANDARD MACHINE & WELDING	HOSE ETC	$ 161.30
011027	003064	STANDARD MACHINE & WELDING	HYDRAULIC HOSE	$ 263.10
011068	003065	TRUE VALUE HARTSHORNE	FILTERS	$ 40.44
011166	003066	LOWES	CLAMPS ETC	$ 61.39
			Total:	**$ 16,687.34**

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

005246	003067	PARROTT TRUCKING	CONTRACT HAULING	$ 1,120.00
010320	003068	OCI MANUFACTURING	SIGNS	$ 1,967.07
011138	003069	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	$ 521.09
011139	003070	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	$ 51.92
011228	003071	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	$ 76.20
011286	003072	MCELROY, JILL E.	CONTRACT LABOR	$ 350.00
			Total:	**$ 4,086.28**

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

000256	003073	OTA PIKEPASS CUSTOMER SERVICE C	TOLL CHARGES	$ 7.94
001154	003074	OTA PIKEPASS CUSTOMER SERVICE C	TOLL	$ 53.42
001979	003075	OTA PIKEPASS CUSTOMER SERVICE C	TOLL	$ 2.88
007104	003076	T & W TIRE	TIRES & SERVICES	$ 1,873.90
009864	003077	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	$ 1,950.34
009865	003078	UNIFIRST CORP.	UNIFORM MAINTENANCE	$ 1,028.12
010494	003079	RAM INC	FUEL	$ 5,538.00
010518	003080	LOWES	SPRAYER ETC	$ 116.50
010521	003081	WELDON PARTS INC.	HOSES	$ 37.30
010531	003082	KIRBY SMITH INC.	NOZZLES ETC	$ 793.93
010575	003083	WELDON PARTS INC.	ANTENNA	$ 67.62
010621	003084	PEPSI-COLA BOTTLING CO.	BOTTLED WATER	$ 314.40
010639	003085	STANDARD MACHINE & WELDING	HYDRAULIC HOSE ETC.	$ 95.04
010643	003086	RAM INC	FUEL	$ 4,836.00
010644	003087	UNIFIRST CORP.	UNIFORM MAINTENANCE	$ 631.83
010693	003088	RAM INC	FUEL	$ 5,881.20
010764	003089	STANDARD MACHINE & WELDING	CYLINDER REPAIR	$ 3,200.00
010765	003090	WELDON PARTS INC.	MUD FLAPS	$ 143.12
010774	003091	KIAMICHI AUTOMOTIVE WAREHOUSE	HYDRAULIC OIL	$ 89.99

PO	Warrant No.	Vendor Name	Purpose		Amount

Hwy-ST

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

010806	003092	FLEET PRIDE	PUMP		$ 1,552.96
010807	003093	UNITED AG & TURF	TRANSMISSION REPAIR		$ 13,305.26
010928	003094	T & W TIRE	TIRES & SERVICES		$ 1,498.74
010930	003095	SUN COAST RESOURCES LLC	DIESEL EXHAUST FLUID		$ 1,082.35
010939	003096	RAM INC	FUEL		$ 6,232.50
010986	003097	DOWLESS SERVICE CO., LLC	TIRES & SERVICES		$ 415.00
010993	003098	LOWES	SPRAYER ETC		$ 280.01
010994	003099	YATES PEST CONTROL	PEST CONTROL		$ 160.00
011096	003100	RAM INC	FUEL		$ 1,508.63
011105	003101	CANON FINANCIAL SERVICES	COPIER LEASE		$ 127.00
011106	003102	OTA PLATEPAY	TOLL CHARGES		$ 11.16
011109	003103	T & W TIRE	TIRES & SERVICES		$ 1,497.24
011110	003104	OTA PLATEPAY	TOLL CHARGES		$ 30.35
011125	003105	OTA PIKEPASS CUSTOMER SERVICE C	TOLL		$ 250.55
011199	003106	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE		$ 440.02
011200	003107	OTA PLATEPAY	TOLL CHARGES		$ 1.56
			Total:	**$ 55,054.86**	

Jail-ST

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

011221	000817	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE		$ 1,172.40
			Total:	**$ 1,172.40**	

1315-2-8034-2011 / JAIL INMATE MEDICAL

009611	000818	CARING HANDS HEALTHCARE CENTE	INMATE PRESCRIPTIONS		$ 742.90
			Total:	**$ 742.90**	

Rental Of County Property

1241-4-0500-2005 / RENTAL OF COUNTY PROERTY M&O

011088	000002	SIGNS BY JADE	BANNERS		$ 350.00
			Total:	**$ 350.00**	

RM&P

1209-1-1000-2005 / RECORDS PRESERVATION

010193	000149	MIDWEST PRINTING	RECORD PAPER		$ 2,760.00
			Total:	**$ 2,760.00**	

PO	Warrant No.	Vendor Name	Purpose		Amount

Rural Fire-ST

1321-2-8202-2005 / ARROWHEAD FIRE DEPT M&O

009688	001254	REDLINE FIRE EQUIPMENT & SUPPLY	NOZZLES		$ 2,700.00
			Total:	**$ 2,700.00**	

1321-2-8204-2005 / BUGTUSSLE FIRE DEPT M&O

011143	001255	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE		$ 215.74
			Total:	**$ 215.74**	

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

011280	001256	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE		$ 199.00
			Total:	**$ 199.00**	

1321-2-8206-2005 / BLUE FIRE DEPARTMENT M&O

004777	001257	MYDER FIRE SUPPORT	FIRE TRUCK REPAIR		$ 26,430.67
009323	001258	COMDATA	FUEL		$ 570.83
011163	001259	OK TIRE	BATTERIES		$ 646.32
			Total:	**$ 27,647.82**	

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

011223	001260	OKLATEL COMMUNICATIONS INC	MONTHLY SERVICE		$ 48.29
011224	001261	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE		$ 83.00
011295	001262	RURAL WATER DIST #18	MONTHLY SERVICE		$ 200.00
			Total:	**$ 331.29**	

1321-2-8214-2005 / HIGH HILL FIRE DEPT M&O

011283	001263	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE		$ 146.02
011284	001264	US CELLULAR	MONTHLY SERVICE		$ 247.58
			Total:	**$ 393.60**	

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

011281	001265	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE		$ 148.70
011282	001266	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE		$ 165.36
			Total:	**$ 314.06**	

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

010461	001267	LONGTOWN RW&S DIST. #1	MONTHLY SERVICE		$ 40.00
011165	001268	HERITAGE WASTE MANAGEMENT	TRASH FEE		$ 360.00
			Total:	**$ 400.00**	

PO	Warrant No.	Vendor Name	Purpose		Amount

Rural Fire-ST

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

009329	001269	COMDATA	FUEL		$ 255.23
011220	001270	RURAL WATER DIST #18	MONTHLY SERVICE		$ 200.00
			Total:	**$ 455.23**	

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

009332	001271	COMDATA	FUEL		$ 215.37
011196	001272	US CELLULAR	MONTHLY SERVICE		$ 44.78
011231	001273	RURAL WATER DIST #18	MONTHLY SERVICE		$ 200.00
011232	001274	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE		$ 130.57
			Total:	**$ 590.72**	

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

007456	001275	KIAMICHI AUTOMOTIVE WAREHOUSE	AUTO PARTS ETC.		$ 43.99
			Total:	**$ 43.99**	

SH Commissary

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

010077	000206	CUSTOM TECHNOLOGIES LLC	INHOUSE COMMISSARY		$ 2,999.24
010976	000207	COMMISSARY EXPRESS	COMMISSARY PRODUCT		$ 1,761.33
011111	000208	BEN E. KEITH LOCKBOX	INHOUSE COMMISSARY		$ 464.33
011113	000209	COMMISSARY EXPRESS	KIOSK FEES		$ 58.50
011181	000210	CUSTOM TECHNOLOGIES LLC	INHOUSE COMMISSARY		$ 1,452.50
			Total:	**$ 6,735.90**	

SH Svc Fee

1226-2-0400-2005 / SHERIFF SERVICE FEE M&O

010504	001914	LOWES	REFRIGERATOR		$ 720.10
011076	001915	COMDATA	FUEL		$ 3,453.43
011287	001947	TERRYS LUBE & OIL	OIL CHANGE		$ 91.90
			Total:	**$ 4,265.43**	

1226-2-0400-2012 / FEEDING PRISONERS

010791	001916	BEN E. KEITH LOCKBOX	INMATE GROCERIES		$ 9,993.00
010936	001917	BEN E. KEITH LOCKBOX	INMATE GROCERIES		$ 9,333.68
011102	001918	BEN E. KEITH LOCKBOX	INMATE GROCERIES		$ 8,849.78
			Total:	**$ 28,176.46**	

PO	Warrant No.	Vendor Name	Purpose	Amount

SH Svc Fee

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

000891	001919	PRUETTS FOOD	INMATE LUNCHES	$ 357.69
002018	001920	PRUETTS FOOD	INMATE GROCERIES	$ 59.90
007556	001921	ATWOODS	K-9 SUPPLIES	$ 20.99
008470	001922	THE BANK N.A.	TRAVEL EXPENSES	$ 331.29
008471	001923	PEPSI-COLA BOTTLING CO.	INMATE WORK CREW	$ 932.48
009118	001924	BOB BARKER COMPANY	INMATE CLOTHING ETC.	$ 886.98
009492	001925	SECURITY EQUIPMENT CORPORATIO	PEPPER SPRAY	$ 79.00
009580	001926	BEN E. KEITH LOCKBOX	DISHWASHER LEASE	$ 115.00
009850	001927	BOB BARKER COMPANY	HYGIENE SUPPLIES	$ 708.99
009984	001928	T & W TIRE	TIRES ETC.	$ 464.42
010073	001929	AMAZON CAPITAL SERVICES INC.	CABLE	$ 20.50
010147	001930	MORSE WATCHMANS INCORP	JAIL SUPPLIES	$ 242.00
010189	001931	HANDCUFF WAREHOUSE	HANDCUFF COVER	$ 885.00
010191	001932	HANDCUFF WAREHOUSE	PAD LOCK	$ 790.50
010217	001933	JAMESCO ENTERPRISES LLC	JAIL JANITORIAL SUPPLI	$ 1,582.12
010583	001934	AMAZON CAPITAL SERVICES INC.	INK CARTRIDGES ETC.	$ 355.00
010792	001935	BEN E. KEITH LOCKBOX	LAUNDRY SUPPLIES ETC	$ 1,153.75
010922	001936	KELLPRO SOFTWARE & TECHNOLOG	SIGNATURE PADS	$ 290.00
010923	001937	CHARM TEX INC	JAIL SUPPLIES	$ 400.50
010978	001938	AMAZON CAPITAL SERVICES INC.	SD CARD ETC	$ 388.94
011089	001939	JAMESCO ENTERPRISES LLC	JAIL JANITORIAL SUPPLI	$ 1,682.42
011090	001940	JAMESCO ENTERPRISES LLC	JAIL JANITORIAL SUPPLI	$ 1,318.62
011104	001941	BEN E. KEITH LOCKBOX	LAUNDRY SUPPLIES ETC	$ 1,410.22
011114	001942	AT&T MOBILITY	MONTHLY SERVICE	$ 1,836.07
011115	001943	AT&T MOBILITY	MONTHLY SERVICE	$ 2,189.16
011120	001944	BEN E. KEITH LOCKBOX	DISHWASHER LEASE	$ 115.00
011145	001945	DISCOUNT STEEL	SHEET METAL ETC	$ 1,212.00
011225	001946	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	$ 162.00
011289	001948	DISCOUNT STEEL	WELDING SUPPLIES	$ 106.00
011290	001949	T & W TIRE	TIRES	$ 222.76
			Total:	**$ 20,319.30**

1226-2-3400-2030 / INMATE PHONE

011116	001950	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	$ 143.00
			Total:	**$ 143.00**

Grand Total: **$ 277,340.03**

FILED

JUN 05 2026

TIME 2:00 AM (PM)
HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY
BY M. Bedford DEPUTY

NOTICE OF TORT CLAIM

CLAIMANT REPORT TO: Pittsburg County, Oklahoma

(Name of county you are filing claim against.)

IMPORTANT NOTICE: The filing of this notice in the County Clerk's Office is only the initial step in the claim process and does not indicate in any manner the acceptance of responsibility by the County and or its related entities. Written notice is required by law and shall be filed with the County Clerk within one (1) year from the date of occurrence. It will then be sent to the County Claims of Oklahoma Claims Department located at 429 N.E. 50th Street in Oklahoma City, Oklahoma (Ph# 800-982-6212) for further investigation. Failure to file your claim within such time frame may result in the claim being barred in its entirety. Other limitations to your claim may also apply (See Oklahoma Statutes, Title #51, Sections 151-172).

CLAIMANT(S) INFORMATION: (Each person making a claim must file a separate notice of tort claim)

Last Name: Loth First Name: Paula Middle Initial: K

Address: 470 Tannehill Lp S City: McAlester State: OK Zip Code: 74501

Home Phone: \ Cell Phone: 918-424-1063 Email Address: plottus@yahoo.com

Date/Time of Accident: 6/2/26 at 1:30 ☐AM ☑PM

Location of Accident: Scipio Lake Road just south of Coal Creek bridge

Description of Accident:

10 wheeler passed and threw a rock into my windshield. It was going south and I was going North. It was large enough that I saw it coming. I am not certian if it came from the top side or bottom. It was eye level when I saw it.

Please identify any witnesses to the accident along with their respective addresses and or phone numbers is available.

1. Me.
2. I don't believe the driver of the truck was aware.
3.

INSURANCE INFORMATION:

1. Have you filed a claim with your insurance company for these damages? ☐ Yes ☑ No
2. Do you expect to be compensated for your damages from your insurance company? ☐ Yes ☑ No
3. If you have received payment from your insurance company what was the amount received $_____
4. What is your deductible? $ 500

MEDICARE/MEDICAID INFORMATION:

1. Are you currently receiving Medicare? ☐ Yes ☑ No
2. Has any medical bill incurred as a result of this accident been paid by Medicare/Medicaid? ☐ Yes ☑ No
3. If so, please list your Medicare/Medicaid file number: _____

I understand that the Medicare/Medicaid information requested is to accurately coordinate benefits with Medicare/Medicaid and to meet its mandatory reporting obligations under the Medicare Secondary Payer Act 42 U.S., C, Section #1395Y.

_____ _____

Medicare/Medicaid Beneficiary Name (Please print) Medicare/Medicaid Beneficiary Name (Signature)

BODILY INJURY:

List all injuries that you incurred as a result of the above-described accident along with the total cost of medical expenses you have incurred to date along with any anticipated future medical expenses and or lost wages you may incur:

_____

_____

_____

Were you on the job at the time of the accident/injury: ☐ Yes ☑ No

If you were on the job please list the name/address of your employer: _____

_____

PROPERTY DAMAGE:

Please outline all property related damages that you incurred as a result of this accident along with attaching copies of any paid repair bills and estimates for the cost of all repairs:

Broken Windshield in vehicle
2023 Ford Bronco

PERSONAL PROPERTY DAMAGE:

List all personal items that were damaged in the above-described accident along with the age of the item along with the original cost. Also, include the costs to repair and or replace the items you have listed. Attach all receipts and or estimates to verify the amounts claimed along with any photograph's you may have of the damaged personal property.

		Amount Claimed
1.	_____	$_____
2.	_____	$_____
3.	_____	$_____
4.	_____	$_____
	TOTAL AMOUNT CLAIMED	$_____

Paula Lott
Signature of Claimant

6.5.26
Date

BUCK WILSON FRAME & BODY SHOP INC.

Workfile ID: a80d2a18

103 E. OKLAHOMA AVE, MCALESTER, OK 74501
Phone: (918) 423-3161
FAX: (918) 423-3416

Estimate

RO Number:

Customer:	Insurance:	Adjuster:	Estimator:	Garrett Wilson
Lott, Paula		Phone:	Create Date:	6/5/2026
		Claim:		
		Loss Date:		
(918) 424-1062		Deductible:		

2023 FORD Bronco Sport Big Bend 4WD 4D UTV 3-1.5L Turbocharged Gasoline Port/Direct Injection

VIN:	3FMCR9B67PRD95518	Interior Color:	Mileage In:	Vehicle Out:	
License:		Exterior Color:	Mileage Out:		
State:	OK	Production Date:	Condition:	Job #:	

Line	Ver	Operation	Description	Qty	Extended Price $	Part Type	Labor	Type	Paint
1	E01		**WINDSHIELD**						
2	E01	Remove/Replace	Windshield NAGS	1	652.75T	Glass	3.0	Body	
3	E01		Urethane Kit	1	28.00T	Other			
4	E01		Lane Keep Assist Calibration NOTE: Required when replacing windshield.	1	275.00	Other			

Estimate Totals	Discount $	Markup $	Rate $	Total Hours	Total $
Parts					680.75
Labor, Body			67.00	3.0	201.00
Miscellaneous					275.00
Subtotal					**1,156.75**
Sales Tax					68.08
Grand Total					**1,224.83**
Net Total					**1,224.83**

Estimate Version	Total $
Original	1,224.83

Insurance Total $:	1,224.83
Received from Insurance $:	0.00
Balance due from Insurance $:	1,224.83
Customer Total $:	0.00
Received from Customer $:	0.00
Balance due from Customer $:	0.00

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

Mcalester Auto Collision LLC

Workfile ID: 5e021c6a

3804 N 5TH ST, MCALESTER, OK 74501
Phone: (918) 715-3173

Preliminary Estimate

Customer: ., . **Job Number:**

Insured: ., .
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
., .

Inspection Location:
Mcalester Auto Collision LLC
3804 N 5TH ST
MCALESTER, OK 74501
Repair Facility
(918) 715-3173 Business

Insurance Company:

VEHICLE

2023 FORD Bronco Sport Big Bend 4WD 4D UTV 3-1.5L Turbocharged Gasoline Port/Direct Injection

VIN:	3FMCR9B67PRD95518	Interior Color:	Mileage In:	Vehicle Out:
License:		Exterior Color:	Mileage Out:	
State:		Production Date:	Condition:	Job #:

TRANSMISSION
Automatic Transmission
4 Wheel Drive

POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors

DECOR
Dual Mirrors
Privacy Glass
Console/Storage
Overhead Console

CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera
Remote Starter

RADIO
AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection
Satellite Radio

SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
Xenon or L.E.D. Headlamps
Blind Spot Detection
Lane Departure Warning

SEATS
Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS
Aluminum/Alloy Wheels

PAINT
Clear Coat Paint

OTHER
California Emissions

Preliminary Estimate

Customer: .. **Job Number:**

2023 FORD Bronco Sport Big Bend 4WD 4D UTV 3-1.5L Turbocharged Gasoline Port/Direct Injection

Line	Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**WINDSHIELD**						
2	Repl	Windshield Ford, w/o heated wiper w/rain sensor	M1PZ7803100C	1	660.25	3.0	0.0
			SUBTOTALS		**660.25**	**3.0**	**0.0**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				660.25
Body Labor	3.0 hrs	@	$ 63.00 /hr	189.00
Subtotal				849.25
Sales Tax	$ 660.25	@	10.0000 %	66.03
Grand Total				**915.28**

WARNING : ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

Customer: ,, . **Job Number:**

2023 FORD Bronco Sport Big Bend 4WD 4D UTV 3-1.5L Turbocharged Gasoline Port/Direct Injection

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2BS21, CCC Data Date 06/01/2026, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Solutions Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

2026

Pittsburg County
Floodplain Management Board
Office of the Floodplain Administrator

115 E. Carl Albert Pkwy, Room 101
McAlester, OK 74501

Phone: 918-423-4726
Fax: 918-423-7321
floodplain.pittsburgco@gmail.com

PITTSBURG COUNTY FLOODPLAIN REPORT

MAY 2026

GREG CASEY FPA

INQUIRES FOR THE MONTH

5/9/26 Received email from Amy Crawford at 2710 hardy springs rd regarding drainage issues. Emailed back and let her know that this property does not fail within the FEMA hazard floodplain. But she should contact the city of McAlester floodplain administrator as this fall within their jurisdiction. Also recommended for her to reach out to Choctaw nation about their floodplain administrator.

FLOODPLAIN INQUIRY

DATE	OWNER	CONSTRUCTION COMPANY	TYPE	DESCRIPTION	LOCATION	COUNTY ROAD	LOCATED IN FLOODPLAIN	COUNTY PERMIT
5/19/2026	AMY CRAWFORD	N/A	INQUIRY	ISSUES WITH DRAINAGE ON LAND	2710 HARDY SPRINGS RD	HARDY SPRINGS	NO	N/A

FLOODPLAIN PERMITS FOR THE MONTH

No permits issued

NEWS

Tornado Lull, Worsening Drought Define May

Published: Monday, June 1, 2026

May brought an abrupt slowdown in tornado activity after a historic start to 2026. The year opened with January tying its monthly tornado record, followed by a record-setting March and an active April that pushed the preliminary annual count to 57 by the end of that month. May is normally Oklahoma's most active tornado month, averaging 32.7 tornadoes since 2000, but the month produced only two official tornadoes, both on May 27 in southeastern Oklahoma. The record fewest for May is zero, set in 2005. Another possible tornado near Hobart remained under investigation.

Despite the relative tornado lull, May was far from uneventful. Large hail, damaging winds, summerlike heat and worsening drought all made their presence felt, while climatological spring — March through May — finished as the second-warmest on record. The month still managed one final brush with cold, however, with the season's

final freeze occurring May 7 at Kenton and four other Oklahoma Mesonet sites. The warmth extended beyond the season as well, with January through May also ranking as the second-warmest such period since records began in 1895.

Dry May keeps drought entrenched

May continued the springtime dry spell across much of Oklahoma, with the statewide average rainfall total of 3.25 inches finishing 1.68 inches below normal and ranking as the 34th-driest May since records began in 1895. The deficits were most pronounced across western Oklahoma, where parts of the west-central region recorded less than 25% of normal rainfall for the month. Climatological spring — March through May — did little to help, finishing with 9.01 inches of rainfall statewide, 2.29 inches below normal and the 33rd-driest spring on record.

Drought coverage changed little during May, but drought intensity increased. The amount of the state in drought, defined as D1 to D4 on the U.S. Drought Monitor, remained nearly unchanged during the month, hovering around 81%. The more intense drought categories expanded, however, with severe-to-exceptional drought increasing from 44% to 47%, and extreme-to-exceptional drought rising from 30% to 37%. Exceptional drought (D4), the highest intensity on the Drought Monitor, also returned to Oklahoma for the first time since July 11, 2023, covering more than 4% of the state by the end of May. The result was a familiar split: some localized rainfall helped parts of the state, but persistent deficits kept drought entrenched across western Oklahoma and allowed the worst conditions to intensify.

May by the numbers

- **Statewide average temperature:** 69.4°F, 1.0°F above normal — the 42nd-warmest May since records began in 1895
- **Temperature extremes:** High of 107°F at Erick on May 15; low of 30°F at Kenton on May 7
- **Temperatures of 100 degrees or above:** 54 instances recorded at the 120 Oklahoma Mesonet sites
- **Warmest and coolest locations:** Highest monthly average, 73.2°F at Altus; lowest, 63.2°F at Kenton
- **Statewide average precipitation:** 3.25 inches, 1.68 inches below normal — the 34th-driest May since 1895
- **Rainfall extremes:** High of 8.62 inches at Tulsa; low of 0.63 inches at Camargo

Climatological spring by the numbers

- **Statewide average temperature:** 65.0°F, 5.3°F above normal — the second-warmest spring since records began in 1895
- **Temperature extremes:** High of 107°F at Erick on May 15; low of 5°F at Eva on March 16

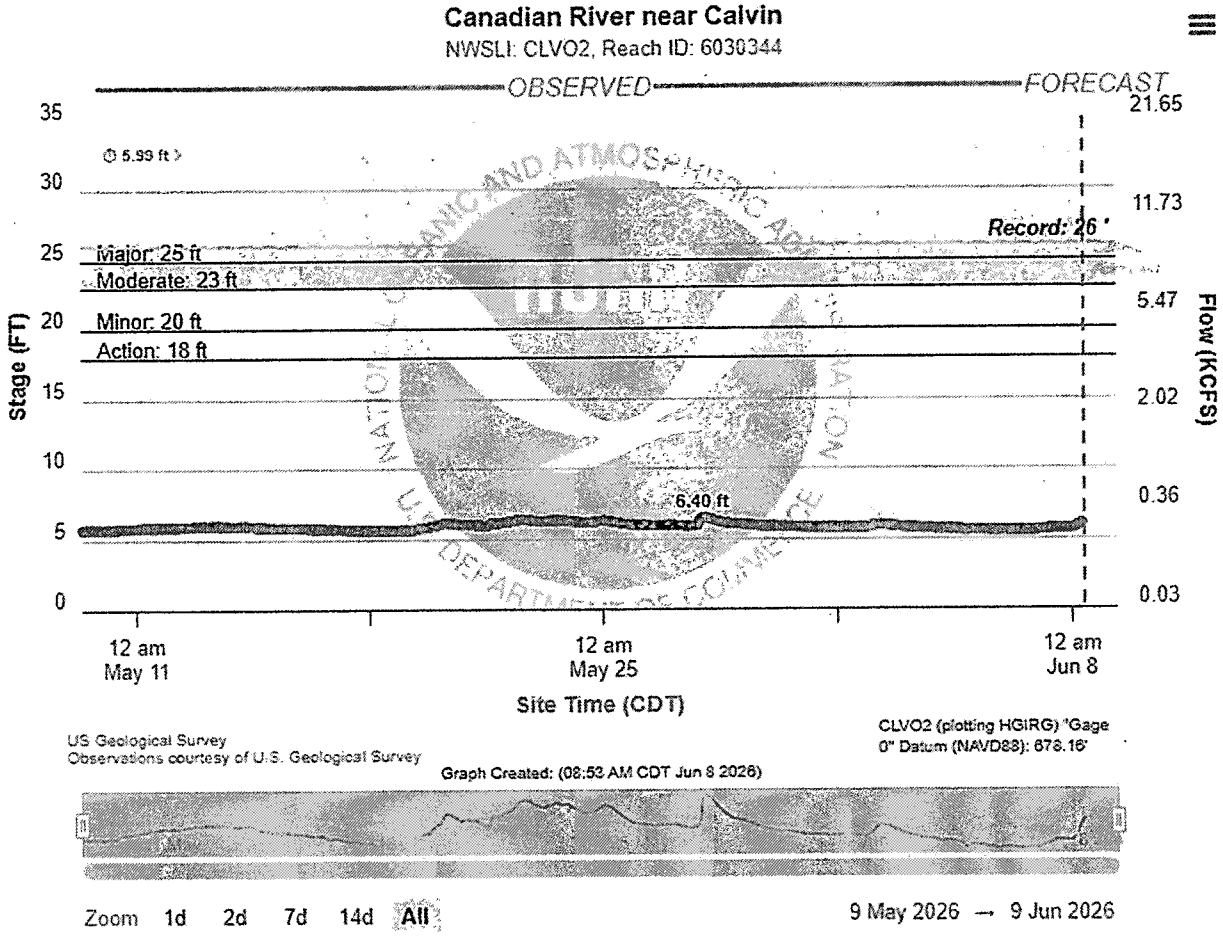
- **Statewide average precipitation:** 9.01 inches, 2.29 inches below normal — the 33rd-driest spring since 1895
- **Rainfall extremes:** High of 17.5 inches at Tulsa; low of 1.2 inches at Arnett

Western drought relief possible in June

Drought improvement is possible across the western half of Oklahoma during June, according to the Climate Prediction Center's outlook. The center's temperature outlook indicates equal chances of above-, below- or near-normal temperatures statewide, while the precipitation outlook favors above-normal precipitation across much of western and north-central Oklahoma. That wetter signal could provide meaningful relief to some of the state's hardest-hit drought areas. Farther east, however, drought is expected to persist or possibly intensify where it remains.

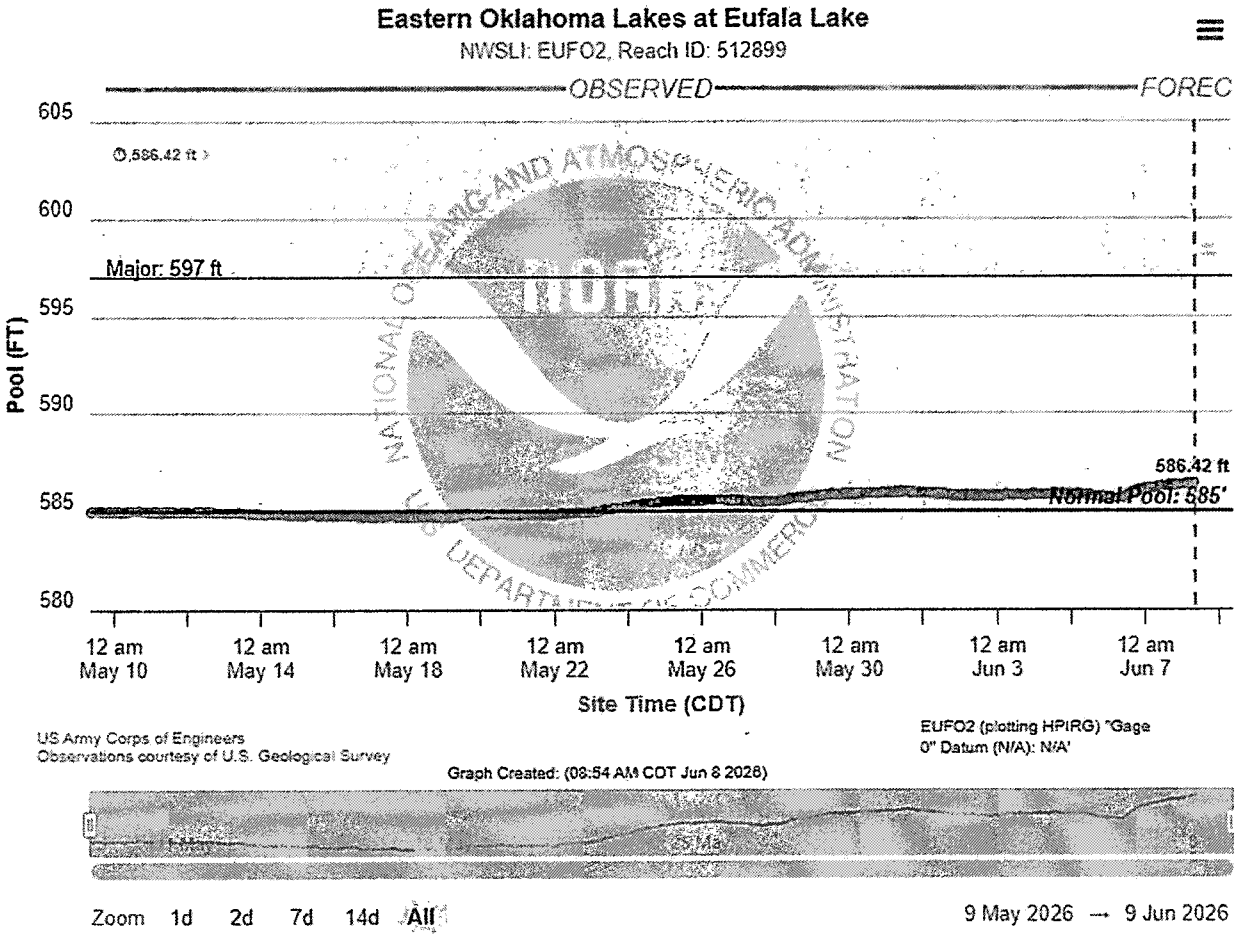
MONTHLY DATA

GAUGE NEAR CALVIN



PAST 30 DAYS

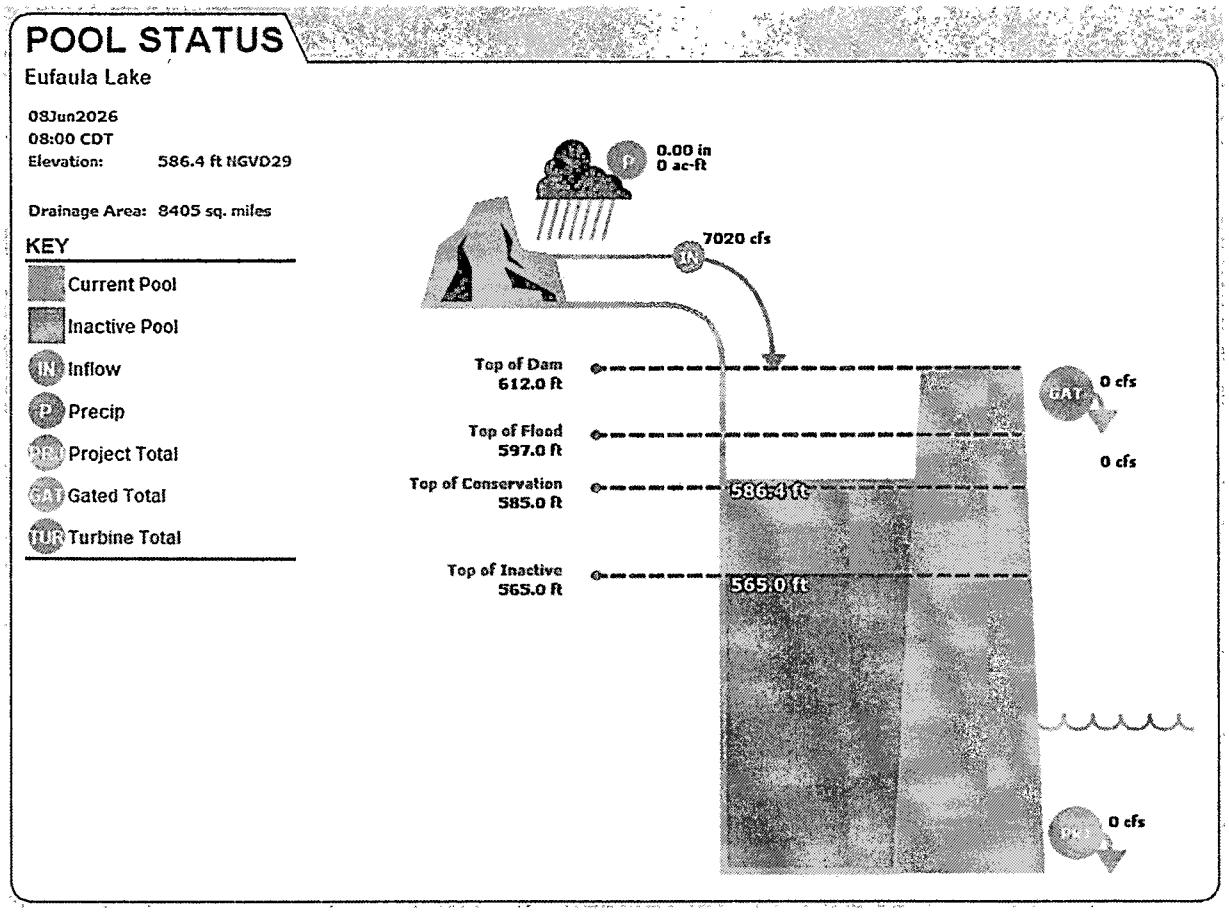
GAUGE AT EUFALA LAKE NEAR DAM



PAST 30 DAYS

Eufaula Lake at the Dam

EUFO2 : Eufaula Lake



Current Readings

- 1.42 ft **ABOVE** normal
- Pool elevation is 586.42 feet on 08JUN2026 08:00 hours.
- At this elevation the total amount of water stored in Eufaula Lake is 2330034 acre-feet.
- Reservoir release is 0 cubic feet per second on Monday 08Jun2026 08:00.
- Flood pool is 10.01% full.
- Flood pool storage filled is 135178 acre-feet which is equivalent to 0.3 inches of runoff over the entire drainage basin.
- Flood pool storage empty is 1215147 acre-feet which is equivalent to 2.71 inches of runoff over the entire drainage basin.

Gate Change

Conditions at the time of Gate Change

- **Monday, 27 Oct 2025 0930**
  - Pool Elevation = 582.77 feet.
  - Total Release = 0 (cfs)
    - Gate Release = 0 (cfs)
    - Turbine Release = 0 (cfs)
  - Gate Settings:
    - All CLOSED

Evaporation Data

- 0.162 inches - 08JUN2026 @ 07:00

Reservoir Data

	Elevation	Incremental Storage		Cumulative Storage	
	(feet)	(inches of runoff)*	(acre-feet)	(inches of runoff)*	(acre-feet)
Surcharge Pool:	----	----	----	----	----
Flood Control Pool:	597.00	3.01	1350325	7.91	3545182
Conservation Pool:	585.00	3.02	1352505	4.90	2194857
Inactive Pool:	565.00	1.88	842351	1.88	842351

Streambed Elevation: 498.00 feet.

Top of Dam Elevation: 612.00 feet.

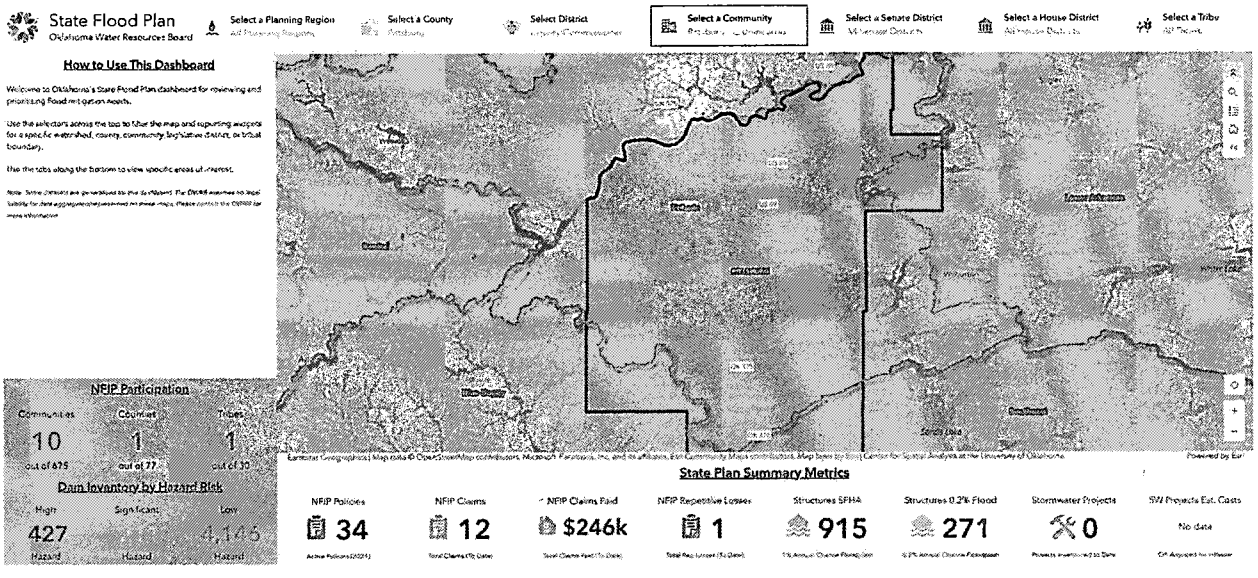
* Values in the above "inches of runoff" column are based on a contributing drainage area of 8405.0 square miles.

Longitude: -95° 21' 45 Latitude: 35° 18' 25

STATE FLOOD PLAN

State Flood Plan

In the wake of historic flooding, the 2020 Oklahoma legislature passed Senate Bill 1269 to create Oklahoma's first statewide flood planning initiative. The Oklahoma Flood Plan, integrated with the Oklahoma Comprehensive Water Plan (OCWP), will raise awareness and motivate actions to reduce flood risk. At the community level, the plan will identify mitigation projects and provide a foundational structure for initiating and coordinating successful floodplain management programs.



Structures in the .2% flood - 271

This can be viewed at https://oklahoma.gov/owrb/floodplain-management/state-flood-plan.html

Flood Safety

Important flood websites:

Flood Safety Awareness: https://www.weather.gov/safety/flood

TADD: https://www.weather.gov/safety/flood-turn-around-dont-drown

NWS: https://www.weather.gov

Be a force of nature: https://www.weather.gov/wrn/force

Turn around, don't drown

It's best to avoid getting on the road if local officials warn there may be flooding. Here are some things to keep in mind if you have to drive.

Don't drive through flood waters

If you approach a flooded roadway, or if the road ahead is barricaded, DO NOT drive or walk through the closure. Local responders use barriers to safely direct traffic out of flooded areas. The water may be deeper than it appears. As little as six inches of flooding can cause you to lose control of your vehicle. Flood waters can also contain chemicals, bacteria or debris – including electricity if power lines are down – so it's important to not make contact.

Avoid bridges over fast-moving water

Stay off bridges over fast-moving water. Fast-moving water can wash bridges away without warning.

Stay in your car if it gets swept away

If your car is trapped in rapidly moving water, stay inside your vehicle. Get on the roof if water is rising inside the car.

Stay safe at home

Evacuate when local officials tell you to do so. If you're unable to evacuate, here are some safety tips to keep in mind if your area begins to flood.

- Get to the highest level if trapped in a building.
- Only get on the roof if necessary and once there, signal for help.
- Do not climb into a closed attic to avoid getting trapped by rising floodwater.

Water safety

Do not drink flood water, use it to wash dishes, brush teeth or wash and prepare food. Flood water may be contaminated so only use water from sources deemed safe by your local officials.

Listen for advisories to boil water. Your local officials will let you know when the water is safe for use.

When in doubt, throw it out. Throw away any food and bottled water that may have come into contact with floodwater.

"Always remember where it can rain it can flood"

PITTSBURG COUNTY DETENTION CENTER

Commissioner Monthly Snapshot – May 2026

Population

- 211 Admissions
- 175 Releases
- Federal inmates remain the primary revenue source
- County inmates continue being the largest operational burden

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Financial Overview

Generated Revenue

$178,348.07

Generated Expenses

$168,342.86

Operational Gain

$10,005.21

Dedicated Jail Tax Revenue

$134,311.00

Total Available Funding

$312,659.07

Total Operational Expenses

$276,681.04

Net Positive Position

$35,978.03

Capital Improvements

- Annual roof payment of **$113,009.71** made during May
- Funds accumulated through approximately $10,000 monthly savings over the last year
- Major expense absorbed without impacting operations
- Containment glass replacement project completed

Contract Updates

- All housing contracts have been updated and executed
- All partner agencies are now billed at **$65 per inmate per day**
- Updated rates better reflect actual incarceration costs

Personnel

- One Detention Officer promoted to Transport Deputy
- Two male Detention Officer positions remain vacant
- Recruitment efforts ongoing

Operational Activity

Staff responded to:

- Housing unit disturbances
- Contraband interdiction
- Medical incidents
- Mental health and suicide-watch placements
- Classification changes
- Inmate movement
- Disciplinary actions

Staff maintained control of the facility throughout the month.

Contraband Interdiction

Items recovered included:

- Vapes
- Batteries
- Tobacco products
- Altered property
- Unauthorized inmate items

Major Accomplishments

✓ Finished approximately $36,000 positive

✓ Paid annual roof obligation

✓ Completed containment glass replacement project

✓ Updated all housing contracts

✓ Increased all outside agency rates to $65/day

✓ Promoted one officer to Transport Deputy

✓ Maintained security despite staffing shortages

✓ Continued proactive contraband interdiction

✓ Maintained operational control throughout the month

Moving Forward

Continue focusing on:

- Officer safety
- Financial responsibility
- Recruitment and retention
- Maintaining secure operations
- Providing the best service possible to the citizens of Pittsburg County

2026	January	February	March	April	May
United States Marshall Service	$ -	$ 141,505.00	$ 266,695.00	$ 140,465.00	$ 123,630.00
USMS Transport Fee's	$ -	$ 3,077.80	$ 2,985.40	$ 5,909.79	$ -
Chickasaw Nation	$ 15,840.00	$ 16,690.00	$ 17,170.00	$ 17,890.00	$ 16,200.00
Choctaw Nation	$ 7,450.00	$ 13,228.61	$ 11,350.00	$ 15,400.00	$ 12,700.00
McAlester Police Dept.	$ -	$ 2,350.00	$ 5,150.00	$ -	$ 1,550.00
Krebs Police Dept.	$ 792.00	$ 308.00	$ 44.00	$ 264.00	$ 220.00
D.O.C.	$ -	$ 9,401.51	$ 23,087.90	$ 22,800.38	$ -
J.S.U.	$ -	$ -	$ 9.40	$ -	$ -
County Incarceration Fees	$ 48.76	$ -	$ 25.00	$ 119.00	$ 75.01
NCIC	$ -	$ 8,524.93	$ 15,396.17	$ -	$ 7,828.45
Commissary Express	$ 2,579.73	$ 2,936.16	$ 4,586.11	$ -	$ 2,578.44
Total	$ 26,710.49	$ 198,022.01	$ 346,498.98	$ 202,848.17	$ 164,781.90

Federal Housing	Federal Housing	Federal Housing	Federal Housing
$ 144,582.80	$ 269,680.40	$ 146,374.79	$ 123,630.00
Tribal Housing	Tribal Housing	Tribal Housing	Tribal Housing
$ 29,918.61	$ 28,520.00	$ 33,290.00	$ 28,900.00
Municipal Housing	Municipal Housing	Municipal Housing	Municipal Housing
$ 2,658.00	$ 5,194.00	$ 264.00	$ 1,770.00

F&M Bank
Member FDIC

653 North Main Highway 81
Okarche, OK 73762
Telephone 405.263.7491 | fmbankok.com

NOTICE EXCERSING OPTION TO RENEW LEASE

F&M Bank
Attn: David Craig
P.O. Box 545
Okarche, OK 73762

RE: Lease Purchase Agreement
2025 John Deere 317 G Track Loader Serial #1P0317GJJRJ440725
Loan #9622700

Please be advised that the undersigned, as Lessee under a Lease Purchase Agreement Contract for property known as a 2025 John Deere 317 G Track Loader Serial #1P0317GJJRJ440725 and dated November 12, 2024 , does hereby exercise the option to extend the term of said Lease for a period commencing on **July 1, 2026** and terminating on **June 30, 2027**.

It is further provided, that all other terms of the Lease shall continue during this extended term as set forth herein.

Signed under the seal this 24th day of June, 2026.

Yours very truly,
Lessee:
Board of Commissioners at Pittsburg County, OK
115 E Carl Albert Parkway #1A
McAlester, OK 74501-5020

Charlie Rogers — District #1 County Commissioner

Mike Haynes — District #2 County Commissioner

Ross Selman — District #3 County Commissioner

ATTEST: Hope Trammell
Hope Trammell, County Clerk

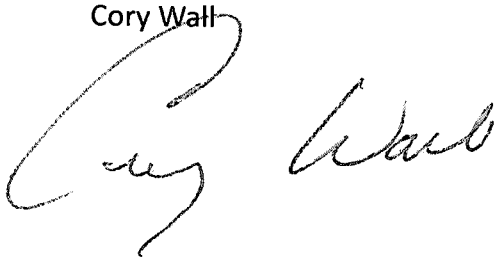
HOPE TRAMMELL - CO. CLERK
PITTSBURG COUNTY, OKLA.

June 25th, 2026
Board of County Commissioners,

Bugtussle Volunteer Fire Department would like to reject all bids for Bid #19. We are rejecting all bids and would like to re-advertise due the incorrect specifications regarding lighting and the garage doors on the original specifications.

Board President/Assistant Fire Chief

Cory Wall



2026

KEDDO REAP
CLOSE-OUT DOCUMENT

Subcontract Number: K1045-26 Beneficiary Pittsburg County/Conservation District Prior#2
City or Unincorporated Community

Subcontractor Name: Pittsburg County
City or County

Address: 115 E. Carl Albert Pkwy, Room 100
McAlester, OK 74501

Telephone: 918-423-1338

FAX: 918-423-0722

F.E.I. (Federal Tax) Number: 73-6006407

Total Amount of Subcontract: $ 8,320.00

Amount Received To Date: $ 8,320.00

Cash Left In Grant: $ 0.00

I certify that expenditures have been taken from books of account and that such expenditures are valid and consistent with the terms of the Contract.

I further certify that the remaining amount of $ 0.00 (Cash Left In Grant) fully represents money not needed for this project, and may be utilized elsewhere.

Signature of Authorized Official

Ross Selman, Chairman, BOCC
Type or Print Name and Title

6/29/2026
Date

Notary or County/City Clerk Attest:

Hope Trammell
Signature

HOPE TRAMMELL - CO. CLERK PITTSBURG COUNTY SEAL

2026

AFFIDAVIT CERTIFYING REAP PROJECT COMPLETION

I, Ross Selman, Chairman, BOCC, Authorized City/Town/County Personnel, for
(Name of Authorized Person)

City/Town/County of Pittsburg,
Name of Organization (City/Town/County Name)

Do hereby certify that REAP funds awarded under contract K1045-26;
(REAP Contract Number)

were used for the project described in our contract with Kiamichi Economic Development District of Oklahoma; and pursuant to all rules and regulations that govern the REAP program and pursuant to all applicable Oklahoma Laws.

(Project Description; Serial Numbers; VIN numbers, etc.)

Diamond Trailer, Model: 8324HDSKP1408, VIN# 5FWFS2426TR037932

AS THE AUTHORIZED CITY/COUNTY PERSONNEL, I DO HEREBY CERTIFY THE ABOVE REFERRED TO CONTRACT IS COMPLETE, AND RECOMMEND APPROVAL TO THE Board of County Commissioners of Pittsburg County, Oklahoma.
Council/Board

Dated this 29th day of June, 2026.

Ross Selman, Chairman, BOCC
Name and Title (Print)

Signature

Notary or County/City Clerk Attest:

HOPE TRAMMELL - CO. CLERK PITTSBURG COUNTY

SEAL

(2019 update)

Solid Waste Request Form

08012024 OCCEDB Approved

County Name: Pittsburg **Requesting FY:** 2027

Instructions on filling out the form:

- One form per county.
- Each District may apply for **any or all** Items listed under "Equipment, Dump Roll Off/Illegal Dump Site Cleanup.
- **Environmental Officer – all districts must opt-in to be considered.**
- Place a checkmark ✓ by each item the district would like to apply for.

Should you have a specific dollar amount, please note the dollar amount next to the item.
For example: ✓ Chainsaw - $1,500

District #1	District #2	District #3
Equipment	***Equipment***	***Equipment***
__ Chipper $_____	__ Chipper $_____	__ Chipper $_____
__ Mulching Head $_____	__ Mulching Head $_____	__ Mulching Head $_____
__ Trailer $_____	__ Trailer $_____	__ Trailer $_____
__ ***Chainsaw*** $ $ 3,500.00	__ ***Chainsaw*** $ $ 3,500.00	__ ***Chainsaw*** $ $ 3,500.00
__ ***Dump Roll Off/Illegal Dump Site Cleanup*** $_____	__ ***Dump Roll Off/Illegal Dump Site Cleanup*** $_____	__ ***Dump Roll Off/Illegal Dump Site Cleanup*** $_____
__ ***Environmental Officer***	__ ***Environmental Officer***	__ ***Environmental Officer***

In Witness Whereof, the Pittsburg County Board of County Commissioners have executed this requests and signed on 6/29/26 day.

County Clerk

6/29/26
Date

County Commissioner

County Commissioner

County Commissioner

Requests forms are due June 30th of each year

Process to submit form:

- Each county may use one form for all three districts.
- Run this form through the requesting County BOCC.
- Once the form has been approved by the County BOCC, submit the executed form to Melindaa@okacco.com
- Funds are not guaranteed & do not assume funds have been awarded until you receive an award letter.
- **DO NOT** make any purchases until an award letter has been received to the awarded county.
- Award announcements can also be found on OCCEDB website: https://www.occedb.org/solid-waste-program.html

For Policies, announcements, FY awardees and other information please visit https://www.occedb.org/solid-waste-program.html

RESOLUTION
26-302

The Board of County Commissioners of Pittsburg County, Oklahoma, met in regular session on Monday, June 29, 2026.

WHEREAS, Oklahoma State Statutes, Title 82 §§ 1601~1620, charge the county commissioners to establish floodplain boards consisting of five members. Each member serves a six (6) year term.

WHEREAS, the Pittsburg County Floodplain Management Board met on Tuesday, June 16, 2026 for their annual meeting. No action was taken during this meeting to re-appoint the current member whose term expires on June 30, 2026 or to appoint a new member to take their place. The Floodplain Management Board Chairman requested to present the current member the opportunity to be reappointed by that member decided to vacate his position at the end of his term.

WHEREAS, the Floodplain Chairman approached Mrs. Mandy Horn with FirstBank of Kiowa with the opportunity to fill the vacated position and Mrs. Horn affirmed that she would accept the position.

WHEREAS, it is the wish of the Pittsburg County Floodplain Management Board to request the Board of County Commissioners to appoint Mrs. Mandy Horn to the Floodplain Management Board, effective July 1, 2026.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Pittsburg County, Oklahoma, do hereby appoint Mrs. Mandy Horn to the Pittsburg County Floodplain Management Board, effective July 1, 2026 with her term ending June 30, 2032.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

HOPE TRAMMELL - CO. CLERK - PITTSBURG COUNTY OKLAHOMA

CHAIRMAN _____

VICE-CHAIRMAN _____

MEMBER _____

_____ COUNTY CLERK

RESOLUTION
26-303

The Board of County Commissioners of Pittsburg County, Oklahoma, met in regular session on Monday, June 29, 2026.

WHEREAS, the Pittsburg County Floodplain Management Board met in special session on Tuesday, June 16, 2026.

WHEREAS, during their special session the Floodplain Board voted to amend the fee schedule embedded within the Pittsburg County Floodplain Regulations and requests that the Board of County Commissioners approve their request as attached to this resolution as Exhibit "A".

WHEREAS, upon the Board of County Commissioners approval, the amended fee schedule shall be presented to the Oklahoma Water Resources Board (OWRB) for approval. Once approved by the OWRB, the Fee Schedule must be ran in the newspaper of general circulation for Pittsburg County before the fee schedule takes effect.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Pittsburg County, Oklahoma do hereby approve the amended fee schedule for the Pittsburg County Floodplain Regulations as attached in Exhibit "A" to this Resolution, effective upon the completion of all requirements by Oklahoma Statutes, Title 82 §§ 1601 ~ 1620.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

HOPE TRAMMELL - CO. CLERK PITTSBURG COUNTY

CHAIRMAN _____

VICE-CHAIRMAN _____

MEMBER _____

_____ COUNTY CLERK

Article VI

Pittsburg County Fee Schedule

Pittsburg County Floodplain Management Board establishes the following fee schedule not to exceed $500.00 for any one service:

a. Inspection Fee – per inspection	$ 50.00
b. Variance Request Filing Fee	$ 25.00
c. Non-residential, Non-commercial	$100.00
d. Residential	$150.00
e. Commercial	$300.00
f. Oil and Gas Pipeline burial	$350.00
g. Multi-Family Residential	$500.00
h. Oil and Gas	$500.00
i. Permit extension for all permits	½ of permit fee

Note: All permitting fees include the initial inspection fee. The Inspection Fee – per inspection listed above is for any and all additional inspections that may be required by the floodplain administrator due to inadequacies as determined upon completion of prior inspections. Please contact the floodplain administrator before issuing payment to determine the initial fee required before sending payment to avoid delayed issuance of permits.

All permits expire six (6) months from original permit date.

RESOLUTION
26-304

The Board of County Commissioners of Pittsburg County, Oklahoma, met in regular session on Monday, June 29, 2026.

WHEREAS, the Board of County Commissioners of Pittsburg County request to set a fee schedule for their courthouse office as follows:

All copies up to 8.5"x14" per page at a cost of $0.25 per page.

WHEREAS, the Board of County Commissioners Office has seen an uptick of requests for copies in recent months and feel it necessary to recuperate the loss of making said copies.

WHEREAS, Oklahoma Statutes allow for county offices to charge fees once said fees are posted.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Pittsburg County, Oklahoma do hereby approve proposed copy fee of $0.25 per page which is the maximum allowable by law, this fee shall take effect July 1, 2026.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

HOPE TRAMMELL - CO. CLERK PITTSBURG COUNTY

CHAIRMAN _____

VICE-CHAIRMAN _____

MEMBER _____

_____ COUNTY CLERK

RESOLUTION
26-304

The Board of County Commissioners of Pittsburg County, Oklahoma, met in regular session on Monday, June 29, 2026.

WHEREAS, the Board of County Commissioners of Pittsburg County request to set a fee schedule for their courthouse office as follows:

All copies up to 8.5"x14" per page at a cost of $0.25 per page.

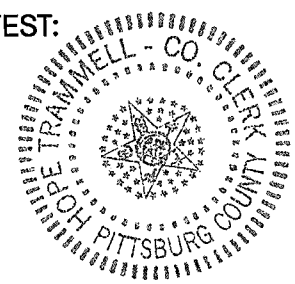
WHEREAS, the Board of County Commissioners Office has seen an uptick of requests for copies in recent months and feel it necessary to recuperate the loss of making said copies.

WHEREAS, Oklahoma Statutes allow for county offices to charge fees once said fees are posted.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Pittsburg County, Oklahoma do hereby approve proposed copy fee of $0.25 per page which is the maximum allowable by law, this fee shall take effect July 1, 2026.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN _____

VICE-CHAIRMAN _____

MEMBER _____

_____ COUNTY CLERK

RESOLUTION
26-305
To Advertise

The Board of County Commissioners of Pittsburg County, Oklahoma, met in regular session on Monday, June 29, 2026.

WHEREAS, the Board of County Commissioners of Pittsburg County, Oklahoma, wish to Advertise for Bid for the following:

Herbicide Vegetation Management (HVM) Services

A bid package containing complete specifications and an "Invitation to Bid" are available at the Pittsburg County Clerk's Office, 115 E. Carl Albert Pkwy, Room 103, McAlester, Oklahoma 74501 or online at pittsburg.okcounties.org

THEREFORE, each competitive bid submitted to the County must be accompanied with an affidavit for filing with the competitive bid form, as required by Oklahoma Statute, Title 19 O.S. § 1501.

Sealed bids will be received and filed with the Pittsburg County Clerk until Friday, July 10, 2026 at 4:00 p.m. All bids received after 4:00 p.m. on Friday, July 10, 2026 WILL NOT BE OPENED. Bids will be opened on Monday, July 13, 2026 at 10:00 a.m. in the Board of County Commissioners Conference Room, 115 E. Carl Albert Pkwy, McAlester, Oklahoma. The Board of County Commissioners, Pittsburg County, reserves the right to reject any and all bids and re-advertise.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN _____

VICE-CHAIRMAN _____

MEMBER _____

COUNTY CLERK _____

HOPE TRAMMELL - CO. CLERK - PITTSBURG COUNTY

REQUEST FOR PROPOSAL (RFP)

HERBICIDE VEGETATION MANAGEMENT (HVM) SERVICES

Annual Flat Rate Per Road Mile – Herbicide-Only Service Agreement

1. INTRODUCTION AND PURPOSE

The Board of County Commissioners of Pittsburg County, Oklahoma (the "County") is soliciting sealed proposals from qualified vendors to provide comprehensive Herbicide Vegetation Management (HVM) services for designated county road rights-of-way.

This RFP establishes a herbicide-based roadside vegetation maintenance program delivered through a single annual per-mile rate covering all herbicide applications, assessments, reporting, and operational components necessary to maintain safe, compliant roadside vegetation conditions throughout the contract term.

CRITICAL DISTINCTION: This is a herbicide-only service agreement. Mechanical mowing and vegetation removal are ***NOT*** included in this scope of work and remain the responsibility of the County. The selected vendor must be capable of coordinating herbicide application schedules with the County's mechanical management operations.

Due to current guidance from the Oklahoma State Auditor & Inspector, the County is competitively procuring these services through the public bid process. Vendors must submit complete, responsive proposals that meet all specifications outlined herein.

2. ALL-OR-NOTHING PROCUREMENT REQUIREMENT

To ensure safety, operational efficiency, and year-round continuity of herbicide vegetation control, this RFP is issued as an **ALL-OR-NOTHING BID**.

Vendors must possess the capabilities, licensing, personnel, equipment, technology, and experience necessary to perform all required herbicide services in-house. Partial service proposals will not be accepted.

Failure to demonstrate capacity in any required area will result in the proposal being deemed non-responsive.

3. TERM OF CONTRACT

- **Initial Term:** One (1) year from Notice of Award.
- **Renewal:** Up to three (3) optional one-year renewals, at the County's discretion based on performance and funding availability.

4. DESIGNATED ROAD MILEAGE

The County will provide: (1) Total miles included under this agreement; and (2) Official maps delineating the specific road segments included. The selected vendor must apply the annual flat per-mile rate to these designated miles only. Any additions or reductions require prior written approval by the County.

5. SCOPE OF WORK – REQUIRED SERVICES

(ALL INCLUDED IN ANNUAL PER-MILE RATE)

The awarded vendor shall deliver an end-to-end Herbicide Vegetation Management program including the following required service components:

5.1 Herbicide Applications (Primary Service Component)

Vendor must provide all herbicide applications required for roadside weed, grass, and brush management, including but not limited to:

- Broadleaf weed control
- Invasive species suppression
- Bermuda/fescue growth regulation applications
- Brush and tree-line chemical pruning (seedlings and new growth under 3 inches in diameter)
- Spot, broadcast, and targeted applications
- Use of aquatic-approved herbicides where applicable
- Dormant season chemical pruning for woody vegetation management

IMPORTANT EXCLUSION: Established brush or trees exceeding 3 inches in diameter require mechanical removal, which is ***NOT*** included in this agreement and remains the County's responsibility.

All applications must comply with Oklahoma Department of Agriculture, Food & Forestry (ODAFF) regulations and EPA labeling requirements.

5.2 Coordination with County Mechanical Management Practices

This is a herbicide-only contract. The County retains responsibility for all mechanical mowing and vegetation removal. The selected vendor MUST demonstrate capability to:

- **Mowing Schedule Communication:** Receive and incorporate County mowing schedules into herbicide application planning. Vendor shall request mowing schedules as far in advance as practicable to optimize application timing.
- **Application Timing Coordination:** Recommend that County mowing occur no sooner than 7 days after herbicide application to allow adequate chemical uptake. Vendor shall work collaboratively with County road crews to align herbicide applications with mowing rotations.

- **Post-Mowing Applications:** When applying herbicides after County mowing, vendor shall recommend allowing vegetation to regrow to 4-6 inches before application to ensure adequate leaf surface for absorption. Vendor shall coordinate timing with County operations.
- **Collaborative Scheduling:** Commit to working collaboratively with County road maintenance personnel to develop treatment schedules that complement County mechanical management practices. Both parties agree to maintain open communication on scheduling changes.

Note: The vendor acknowledges that coordination with County mechanical operations is essential for program success. Vendors must demonstrate experience working with government clients who maintain their own mowing operations.

5.3 No-Spray Zones

Certain areas may be designated as No-Spray Zones where herbicide application is prohibited. Road miles designated as No-Spray Zones are **EXCLUDED** from this agreement and the vendor shall not be responsible for vegetation management in these areas.

- The County is responsible for informing the vendor of any No-Spray Zones prior to service commencement or as soon as these zones are identified. The vendor must maintain accurate records of No-Spray Zone locations and demonstrate capability to exclude these areas from treatment operations.

5.4 FAA-Certified Aerial (Drone) Herbicide Application

Vendor must possess both:

- FAA Part 107 Remote Pilot Certificate, and
- FAA Part 137 Agricultural Aircraft Operator Certificate

Aerial unmanned herbicide application services must be available for treatment areas less than 1 acre at designated locations, including:

- Steep grades and embankments
- Rip-rap and rock surfaces
- Culverts and drainage structures
- Areas inaccessible to ground application equipment
- Small-acreage targeted treatments (< 1 acre)

5.5 Initial Assessment and Continuous Monitoring

Vendor must provide:

- **Initial Baseline Assessment:** Comprehensive vegetation assessment of all designated miles documenting existing conditions, vegetation types, problem areas, and baseline conditions at contract commencement. Assessment must verify that right-of-way meets acceptable condition standards defined in Section 6 before vendor assumes responsibility.

- **Quarterly Follow-Up Assessments:** Regular monitoring and assessment of vegetation conditions throughout the contract term
- **Digital Photo Documentation:** Photographic evidence of conditions, treatments, and problem areas
- **GIS-Based Mapping:** Geographic information system mapping of vegetation conditions, treatment areas, and application locations. Client-accessible digital reporting platform (electronic portal) that includes a comprehensive list of all no-spray areas reported to the Oklahoma Department of Agriculture, Food, and Forestry (ODAFF

5.6 Vegetation Hazard Response

Vendor must maintain year-round ability to respond to herbicide-treatable vegetation issues including:

- Rapid weed growth requiring immediate chemical treatment
- Invasive species outbreaks
- Vegetation obstructions treatable with herbicides
- Sight-line impairments from low vegetation growth

IMPORTANT LIMITATION: Emergency response is limited to herbicide-treatable conditions only. Mechanical obstructions, fallen trees, storm debris, and physical hazards requiring mechanical removal remain the County's responsibility.

5.7 Reporting and Client Portal Access

Vendor must provide:

- **Semi-Annual Vegetation Reports:** Condition assessments and planned services (twice per year)
- **Application Logs:** Detailed records including weather conditions, application rates, tank mixes, target species, and GPS location data for every application
- **Digital Mapping Layers:** GIS-based maps of completed work, treatment areas, and application coverage
- **Electronic Client Portal:** Secure web-based portal providing County access to all assessments, application reports, service records, and communication regarding unacceptable vegetation conditions. Client-accessible digital reporting platform (electronic portal) that includes a comprehensive list of all no-spray areas reported to the Oklahoma Department of Agriculture, Food, and Forestry (ODAFF

6. ACCEPTABLE CONDITION STANDARDS AND INITIAL REQUIREMENTS

6.1 Initial Condition Requirement (Critical)

The vegetation in the agreed-upon road miles **MUST MEET** the acceptable conditions defined below at the commencement of this contract. The vendor's responsibility under

this agreement will only begin if the right-of-way is already in compliance with these standards.

If the conditions do not meet these standards initially, corrective measures must be taken by the County (through mechanical mowing or other means) before this herbicide-only contract can commence. The vendor's initial assessment (Section 5.5) will verify compliance with these standards before assuming maintenance responsibility.

6.2 Performance Standards During Contract Term

The vendor must maintain vegetation along all designated miles in acceptable condition at all times through herbicide applications:

- **Vegetation Height:** Vegetation in treated areas must not exceed 16 inches on a continuous average. While individual patches may temporarily exceed this height due to weather or growth patterns, the overall vegetation height across the agreed-upon miles must consistently average 16 inches or lower. *Note: This standard assumes the County maintains regular mechanical mowing operations in coordination with herbicide applications.*
- **Clearance and Visibility:** Critical visibility zones near signage, intersections, and curves must be maintained through herbicide applications to ensure clear sight lines. Low-growing vegetation must be chemically managed to prevent obstruction.
- **Invasive Species and Brush Control:** Regular herbicide applications must target invasive species and woody vegetation to prevent encroachment. Treatments are effective for controlling seedlings and new growth. Established brush or trees exceeding 3 inches in diameter require mechanical removal by the County.
- **Broadleaf Weed Suppression:** Broadleaf weeds must be continually suppressed through scheduled and spot herbicide applications.
- **Chemical Pruning:** Woody vegetation and brush encroachment must be managed through dormant season chemical pruning and other herbicide techniques.

The County reserves the right to request corrective herbicide action at any time if conditions fall below acceptable standards. The County also acknowledges that herbicide effectiveness may be impacted by weather conditions as outlined in Section 12.

7. VENDOR QUALIFICATIONS (MANDATORY)

To be deemed responsive, vendors must demonstrate the following minimum qualifications:

7.1 Licensing & Certifications

1. ODAFF Commercial Pesticide Applicator License – Right-of-Way Category (Category 6)

2. FAA Part 107 Remote Pilot Certificate
3. FAA Part 137 Agricultural Aircraft Operator Certificate (for unmanned aerial application)

7.2 Operational Capacity

4. Proven experience managing herbicide programs for 200+ miles of roadside vegetation annually
5. Herbicide application fleet (trucks and/or equipment) capable of servicing all designated miles
6. Aerial application capability (drone/unmanned systems) for small-acreage treatments
7. GIS mapping and electronic reporting capability
8. GPS-enabled application tracking and logging systems
9. Demonstrated capability to coordinate with government client mechanical operations

7.3 Insurance

10. General Liability, Auto Liability, and Herbicide Applicator coverage meeting County minimum requirements

7.4 Technology and Reporting

11. Use of GPS-enabled application logging with detailed treatment records
12. Client-accessible digital reporting platform (electronic portal) that includes a comprehensive list of all no-spray areas reported to the Oklahoma Department of Agriculture, Food, and Forestry (ODAFF)

Failure to meet any of the above requirements will result in a non-responsive evaluation.

8. PRICING STRUCTURE (REQUIRED FORMAT)

Vendors must propose a **single ANNUAL FLAT RATE PER ROAD MILE**, inclusive of all herbicide services listed in Section 5.

No alternate pricing structures, variable rates, or partial service pricing will be accepted. The per-mile rate must be all-inclusive covering herbicide applications, aerial operations, assessments, monitoring, reporting, and all operational costs.

9. PAYMENT STRUCTURE

The County will structure payment as follows:

- • Initial Payment: 25% of total annual contract amount due within 30 days of
- contract execution
- • Balance Payment: Remaining 75% structured as monthly or quarterly
- installments, at County discretion, payable within 30 days of invoice date

10. EVALUATION CRITERIA

Pass/Fail Qualifications (Non-Negotiable)

- Meets all licensing requirements (Section 7.1)
- Demonstrates all required herbicide service capabilities (Section 7.2)
- Provides all services in-house (no partial bids)
- Demonstrates capability to coordinate with County mechanical operations (Section 5.2)

Scored Criteria (Comparative Evaluation)

- Experience and references from government clients
- Technical capability in herbicide applications and aerial operations
- Vegetation hazard response procedures
- Quality of reporting and mapping systems
- Experience coordinating with client mechanical operations
- Total cost per mile

The County may conduct interviews, site visits, or request additional documentation during the evaluation process.

11. EXCLUDED SERVICES AND COUNTY RESPONSIBILITIES

The following services are NOT included in this herbicide-only contract and remain the County's responsibility:

- **Mechanical Mowing:** All roadside mowing operations
- **Tree and Large Brush Removal:** Removal of trees, large bushes, or woody plants exceeding 3 inches in diameter
- **Debris Removal:** Removal of non-vegetative debris, storm damage, fallen branches, litter
- **Emergency Mechanical Services:** Storm cleanup, accident debris, fallen trees
- **Traffic Control:** Road closure management during County mowing operations

12. FORCE MAJEURE AND WEATHER CONSIDERATIONS

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including natural disasters, government restrictions, or other unforeseen events.

Weather-Related Provisions (Critical for Herbicide Applications):

- **Service Delays:** Extended precipitation or saturated ground conditions may delay herbicide applications. Vendor shall notify County of delays and provide revised timelines.

- **Accelerated Growth:** Excessive rainfall or favorable growing conditions may result in accelerated vegetation growth beyond normal patterns, potentially requiring adjusted treatment schedules subject to mutual agreement.
- **Reduced Efficacy:** Herbicide effectiveness may be reduced by rainfall within 24 hours of application, excessive soil moisture, or temperature extremes. Vendor follows all label requirements and industry best practices; however, reduced efficacy due to unforeseeable weather shall not constitute failure to meet performance standards.
- **Weather Documentation:** Vendor shall maintain records of weather conditions affecting service delivery and communicate proactively with County regarding weather-related impacts.

13. INSTRUCTIONS TO BIDDERS

- Proposals must be sealed and clearly marked "Herbicide Vegetation Management Services RFP"
- Vendors must submit all required forms, certifications, license copies, and documentation
- Late submissions will not be accepted
- Questions must be submitted in writing by the stated deadline
- Vendors must provide references from at least three (3) government clients with similar scope

14. COUNTY RESERVATION OF RIGHTS

The County reserves the right to:

- Reject any or all bids
- Waive minor informalities
- Request clarification or additional documentation
- Accept the bid most advantageous to the County
- Conduct site visits or field demonstrations before award

The County shall award a single contract to one vendor only. No split awards will be considered.

15. CONTACT INFORMATION

Procurement Contact: _____

Email: _____

Phone: _____

Deadline for Questions: _____

Proposal Due Date: _____

Proposal Due Time: _____

END OF RFP – HERBICIDE VEGETATION MANAGEMENT SERVICES

Herbicide-Only Service Agreement

Mechanical Mowing Operations Remain County Responsibility

RESOLUTION
26-306

The Board of County Commissioners of Pittsburg County, Oklahoma met in regular session on Monday, June 29, 2026.

WHEREAS, the Southeast Expo Center and Motor Speedway requests that the Board of County Commissioners approve the creation of the Expo Events Donation Account. This account will be used to purchase items for events that would not be allowed through county funds.

WHEREAS, the Board of County Commissioners hereby requests that the Pittsburg County Clerk create account# 1235-4-0500-2213, Expo Events Donation Account, to be used to purchase items not allowable by law through county funds, pursuant to the Oklahoma County Purchasing Act.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Pittsburg County do hereby approve and requests the County Clerk to create the Expo Events Donation Account, Account# 1235-4-0500-2213 for the use of purchasing items for events that would not be allowed through county funds.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

CHAIRMAN _____

VICE-CHAIRMAN _____

MEMBER _____

ATTEST:

TRAMMELL - CO. CLERK
HOPE
PITTSBURG COUNTY

_____ COUNTY CLERK

RESOLUTION

NO. 26-307

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, June 29TH, 2026.

WHEREAS, the **COUNTY CLERKS OFFICE** wishes to cancel the following Purchase Order

1541 to OSU-CTP dated August 13TH, 2025 in the amount of $260.00 for Registration Fees.

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

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Order 1541 for FY 2025-2026.

CHAIRMAN

MEMBER

MEMBER

ATTEST:

COUNTY CLERK

JENNIFER HACKLER, COUNTY TREASURER

DEPUTIES	PITTSBURG COUNTY 115 E. CARL ALBERT PKWY RM. 102 McALESTER, OK 74501 WWW.OKTAXROLLS.COM 918-423-6895	DEPUTIES
KELSEY MITCHELL TRINITY TAYLOR		SUZIE GLASCO CANDACE SMITH

RESOLUTION
26-308

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, June 29, 2026.

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

WHEREAS, it is further requested by the Pittsburg County Treasurer, Jennifer Hackler, the General Account and Official Depository Contract be approved by this Board for Fiscal Year 2026-2027. It is further stated that this Contract has been reviewed and approved by the District Attorney's Office.

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Pittsburg County, do hereby authorize and approve the request by Pittsburg County Treasurer, Jennifer Hackler, designating The Bank N.A. as the official depository and approves the General Account and Official Depository Contract between The Bank N.A. and Pittsburg County, both for Fiscal Year 2026-2027.

Jennifer Hackler, Treasurer
Pittsburg County, Oklahoma

BOARD OF COUNTY COMMISIONERS
PITTSBURG COUNTY, OKLAHOMA

Chairman

Vice Chairman

Member

HOPE TRAMMELL - CO. CLERK PITTSBURG COUNTY

Attest: County Clerk

County of Pittsburg, Oklahoma

115 E Carl Albert Pkwy, Room 102

McAlester, Ok 74501

Phone (918)423-6895

GENERAL ACCOUNT AND OFFICIAL DEPOSITORY ACCOUNT CONTRACT

A.)

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

B.)

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

C.)

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

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

D.)

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

E.)

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

F.)

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

G.)

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

H.)

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

I.)

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

J.)

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

K.)

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

L.)

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

COUNTY SEAL

COUNTY OF PITTSBURG, OKLAHOMA

BY _____

Pittsburg County Treasurer

DEPOSITORY

PITTSBURG COUNTY CENTRAL

The Bank NA

Financial Institution

FINANCIAL INSTITUTION SEAL

201 E Carl Albert Parkway

Address Phone

McAlester OK 74501

City State Zip

BY _____

TITLE President & CEO

BOARD OF COUNTY COMMISSIONERS

RESOLUTION 26-309

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

Pursuant to 62 O.S. § 348A and 62 O.S. § 348B, Pittsburg County Board of County Commissioners do authorize, by Resolution and Written Investment Policy, Jennifer Hackler, Pittsburg County Treasurer to deposit, for investment purposes, funds considered as surplus, located in the General Fund and any other funds or accounts, in the custody of the County Treasurer for the fiscal year beginning July 1, 2026 through June 30, 2027. Investments shall be deposited in certificates of deposits and/or money market accounts to draw interest with FDIC coverage. The County Treasurer will have full discretion in decisions concerning the investment of county funds and monies, but shall give due consideration to liquidity, diversification, safety of principal, yield, maturity, quality, and capability of investment management, with primary emphasis on safety and liquidity.

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

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

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

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

Approved this 29th day of June, 2026

Attest:

County Clerk,

TRAMMELL - CO. CLERK - PITTSBURG COUNTY OKLAHOMA

Board of County Commissioners:

Chairman,

Vice-Chairman,

Member,

PITTSBURG COUNTY, OKLAHOMA
INVESTMENT POLICY
FISCAL YEAR 2026-2027

Adoption and Effective Date:
This policy is formally adopted and takes effect on the 1st day of July, 2026

Approved this 24th day of June, 2026

Attest:

Hope Trammell
County Clerk,

HOPE TRAMMELL - CO. CLERK
PITTSBURG COUNTY

County Board of County Commissioners:

Chairman,

Vice-Chairman,

Member,

I. **Governing Authority**

Legality
The investment program shall be operated in **conformance with federal, state, and other legal requirements, including** *Oklahoma State Statutes.*
http://www.oscn.net

II. **Scope**

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

1. **Pooling of Funds**
Except for cash in certain restricted and special funds, the County can consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.
General Operation Funds
Operational Funds shall be pooled managed for liquidity.
Reserve Funds
The County will determine liquidity needs for operational funds and set aside other moneys in a reserve pool.

2. **External Management of Funds**
Investment through external programs, facilities and professionals operating in a manner consistent with this policy will constitute compliance.

III. **General Objectives**
The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

1. **Safety**

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

a. **Credit Risk**
The County will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:
- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which the County will do business.
- Diversifying the portfolio so that potential losses on individual securities will be minimized through diversification.
- Investment Ratings will be measured by Standard and Poor's, Moody's, and or Fitch Rating Agencies

b. **Interest Rate Risk**

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

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

2. **Liquidity**

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

3. **Yield**

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

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

IV. Standards of Care

1. Prudence

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

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

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

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

2. Ethics and Conflicts of Interest

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

3. Delegation of Authority

Authority to manage the investment program is granted to Treasurer and derived from the following 62 O.S § 348A and § 348B.
http://www.oscn.net

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

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

V. Investment Transactions

1. Authorized Financial Dealers and Institutions

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

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

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

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

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

2. Internal Controls

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

The internal controls shall address the following points:

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

3. Delivery vs. Payment

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

VI. Suitable and Authorized Investments

1. Investment Types

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

a. United States Treasury· Securities. The County may invest in obligations of the United States government for which the full faith and credit of the United States are pledged for the payment of principal and interest.

b. United States Agency Securities & Instrumentalities. The County may invest in obligations issued or guaranteed by any agency of the United States Government as described in V. (2).

c. Repurchase Agreements. The County may invest in contractual agreements between the County and commercial banks or primary government securities dealers. The purchaser in a repurchase agreement (repo) enters into a contractual agreement to purchase U.S. Treasury and government agency securities while simultaneously agreeing to resell the securities at predetermined dates and prices.

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

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

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

e. Bankers' Acceptances. Time drafts drawn on and accepted by a commercial bank, otherwise known as bankers' acceptances. The County may invest in bankers' acceptances issued by domestic commercial banks possessing the highest rating issued by Moody's Investor Services, Inc. or Standard and Poor's Corporation.

f. Commercial Paper. The County may invest in commercial paper issued by domestic corporations, which has received the highest rating issued by Moody's Investor Services, Inc. or Standard and Poor's Corporation. Eligible paper is further limited to issuing corporations that have total commercial paper program size in excess of five hundred million dollars ($500,000,000).

g. Money market mutual funds regulated by the Securities and Exchange Commission and whose portfolios consist only of dollar-denominated securities

h. Local government investment pools either state-administered or developed through joint powers statutes and other intergovernmental agreement legislation.

2. Security Selection

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

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

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

3. Investment Restrictions and Prohibited Transactions

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

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

4. Collateralization

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

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

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

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

5. Repurchase Agreements

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

VII. Investment Parameters

1. Diversification

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

a. U.S. treasuries and securities having principal and/or interest guaranteed by the U.S. government 80%

b. Collateralized time and demand deposits.....50%

c. US Government agencies, and government sponsored enterprises .....No more than 70%

d. Collateralized repurchase agreements,.....29%

e. U.S. Government agency callable securities.....No more than 60%

f. Commercial Paper.....No more than 60%

g. Bankers' Acceptances.....No more than 60%

h. Certificates of Deposit (CD's) and CDARs.....No more than 60%

2. Maximum Maturities

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

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

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

Maximum Maturities of Debt Service Reserve Funds

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

VIII. Reporting

1. Methods

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

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

2. Performance Standards

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

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

3. Marking to Market

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

IX. Policy Considerations

1. Exemption

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

2. Adoption

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

PITTSBURG COUNTY STATUTORILY APPROVED INVESTMENT ENTITIES

For Custodial/Safekeeping Accounts:

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

For Investment Portfolio Pledged Securities (Sweep Accounts):

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

Collateralized Deposits:

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

JENNIFER HACKLER, COUNTY TREASURER

DEPUTIES

KELSEY MITCHELL
TRINITY TAYLOR

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

DEPUTIES

SUZIE GLASCO
CANDACE SMITH

RESOLUTION

26-310

Whereas, James Green, District Attorney and the Board of County Commissioners of Pittsburg County, Oklahoma met in regular session this 29th day of June, 2026.

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

Thank You,

Jennifer Hackler, Treasurer

District Attorney

TRAMMELL - CO. CLERK
PITTSBURG COUNTY OK

Board of County Commissioners
Pittsburg County, Oklahoma

Chairman

Member

Member

Attest

County Clerk

JENNIFER HACKLER, COUNTY TREASURER

DEPUTIES

KELSEY MITCHELL
TRINITY TAYLOR

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

DEPUTIES

SUZIE GLASCO
CANDACE SMITH

RESOLUTION
24-311

Whereas, Cathy Ridenour , County Assessor and the Board of County Commissioners of Pittsburg County, Oklahoma met in regular session this 29th day of June, 2026.

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

Thank you,

Jennifer Hackler, Treasurer

Cathy Ridenour
County Assessor

Board of County Commissioners
Pittsburg County, Oklahoma

Chairman

Member

Member

HOPE TRAMMELL - CO. CLERK - PITTSBURG COUNTY, OKLA.

Attest

County Clerk

JENNIFER HACKLER, COUNTY TREASURER

DEPUTIES

KELSEY MITCHELL
TRINITY TAYLOR

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

DEPUTIES

SUZIE GLASCO
CANDACE SMITH

RESOLUTION

24-312

Whereas, the Board of County Commissioners, Pittsburg County, Oklahoma met in regular session this 29th day of June, 2026.

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

Thank you,

Jennifer Hackler, Treasurer

Board of County Commissioners
Pittsburg County, Oklahoma

TRAMMELL - CO. CLERK
PITTSBURG COUNTY
OKLAHOMA

Chairman

Member

Attest

County Clerk

Member

JENNIFER HACKLER, COUNTY TREASURER

DEPUTIES

KELSEY MITCHELL
TRINITY TAYLOR

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

DEPUTIES

SUZIE GLASCO
CANDACE SMITH

Resolution

26-313

Whereas, Hope Trammell, County Clerk and the Board of County Commissioners of Pittsburg County, Oklahoma met in regular session this 29th day of June, 2026.

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

Thank you,

Jennifer Hackler, Treasurer

County Clerk

Board of County Commissioners
Pittsburg County, Oklahoma

Chairman

Member

Member

HOPE TRAMMELL - CO. CLERK - PITTSBURG COUNTY, OKLA.

Attest

County Clerk

JENNIFER HACKLER, COUNTY TREASURER

DEPUTIES

KELSEY MITCHELL
TRINITY TAYLOR

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

DEPUTIES

SUZIE GLASCO
CANDACE SMITH

RESOLUTION

26-314

Whereas, the Board of County Commissioners, Pittsburg County, Oklahoma met in regular session this 29th day of June, 2026.

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

The accounts to be invested are as follows:

FIRE DISTRICTS

Alderson
Arrowhead Estates
Ashland
Blanco
Blue
Bugtussle
Canadian
Canadian Shores
Carlton Landing
Crowder
Elm Point
Haileyville
Hartshorne
Haywood-Arpelar
High Hill
Highway 9
Indianola
Kiowa
Krebs
McAlester
Pittsburg
Quinton
Russellville
Sam's Point
Savanna
Shady Grove
Tannehill
Union Chappell
Pittsburg County Firefighters Assoc.

Thank you,

Jennifer Hackler, Treasurer

TRAMMELL - CO. CLERK - PITTSBURG COUNTY, OH

Board of County Commissioners
Pittsburg County, Oklahoma

Chairman

Member

Member

Attest

County Clerk

JENNIFER HACKLER, COUNTY TREASURER

DEPUTIES

KELSEY MITCHELL
TRINITY TAYLOR

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

DEPUTIES

SUZIE GLASCO
CANDACE SMITH

RESOLUTION

26-315

Whereas, the Board of County Commissioners, Pittsburg County, Oklahoma met in regular session this 29th day of June, 2026.

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

Thank you,

Jennifer Hackler, Treasurer

Board of County Commissioners
Pittsburg County, Oklahoma

Chairman

Member

Member

Attest

County Clerk

HOPE TRAMMELL - CO. CLERK - PITTSBURG COUNTY

JENNIFER HACKLER, COUNTY TREASURER

DEPUTIES

KELSEY MITCHELL
TRINITY TAYLOR

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

DEPUTIES

SUZIE GLASCO
CANDACE SMITH

RESOLUTION

26-316

Whereas, the Board of County Commissioners, Pittsburg County, Oklahoma met in regular session on this 29th day of June, 2026.

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

Thank you,

Jennifer Hackler, Treasurer

Board of County Commissioners
Pittsburg County, Oklahoma

Chairman

Member

Member

TRAMMELL - CO. CLERK
PITTSBURG COUNTY
OKLA.

Attest

County Clerk

JENNIFER HACKLER, COUNTY TREASURER

DEPUTIES	PITTSBURG COUNTY 115 E. CARL ALBERT PKWY RM. 102 McALESTER, OK 74501 WWW.OKTAXROLLS.COM 918-423-6895	DEPUTIES
KELSEY MITCHELL TRINITY TAYLOR		SUZIE GLASCO CANDACE SMITH

RESOLUTION

26-317

Whereas, the Board of County Commissioners, Pittsburg County, Oklahoma met in regular session this 29th Day of June, 2026.

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

The funds to be invested are as follows:

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

Thank you,

Jennifer Hackler
Pittsburg County Treasurer

Board of County Commissioners
Pittsburg County, Oklahoma

Chairman

Member

Member

HOPE TRAMMELL - CO. CLERK PITTSBURG COUNTY

Attest

County Clerk

JENNIFER HACKLER, COUNTY TREASURER

DEPUTIES

KELSEY MITCHELL
TRINITY TAYLOR

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

DEPUTIES

SUZIE GLASCO
CANDACE SMITH

RESOLUTION

26-318

Whereas, Pam Smith, Court Clerk and the Board of County Commissioners of Pittsburg County, Oklahoma met in regular session this 29th day of June, 2026.

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

Thank you,

Jennifer Hackler
Pittsburg County Treasurer

Court Clerk

Board of County Commissioners
Pittsburg County, Oklahoma

Chairman

Member

Member

HOPE TRAMMELL - CO. CLERK - PITTSBURG COUNTY

Attest:

County Clerk

JENNIFER HACKLER, COUNTY TREASURER

DEPUTIES

KELSEY MITCHELL
TRINITY TAYLOR

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

DEPUTIES

SUZUE GLASCO
CANDACE SMITH

RESOLUTION 26-319

Whereas, the Board of County Commissioners, Pittsburg County, Oklahoma met in regular session this 29th day of June, 2026.

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

Thank you,

Jennifer Hackler, Treasurer

Board of County Commissioners
Pittsburg County, Oklahoma

HOPE TRAMMELL - CO. CLERK PITTSBURG COUNTY

Chairman

Member

Attest

County Clerk

Member

JENNIFER HACKLER, COUNTY TREASURER

DEPUTIES	PITTSBURG COUNTY 115 E. CARL ALBERT PKWY RM. 102 McALESTER, OK 74501 WWW.OKTAXROLLS.COM 918-423-6895	DEPUTIES
KELSEY MITCHELL TRINITY TAYLOR		SUZIE GLASCO CANDACE SMITH

RESOLUTION 26-320

The Board of County Commissioners, Pittsburg County, Oklahoma met in regular session this 29th day in June, 2026.

Whereas, the Pittsburg County Treasurer requests approval of contract agreement with Kellpro, Inc-County Treasurer's Bookkeeping & Tax System viewing only, County Clerk's Recording System viewing only from July 1, 2026 through June 30, 2027.-See attachment

Tm Consulting, Inc.-County Treasurer's Bookkeeping and Tax System from July 1, 2026 through June 30, 2027.-See Attachment

Financial Equipment Company Service Agreement FY27-See attachment

Quadient DS851 Sorter-See Attachment

Thank you,

Jennifer Hackler
Pittsburg County Treasurer

Approved by the Board of County Commissioners
Pittsburg County, Oklahoma

Chairman

Member

Member

Attest: Hope Trammell
County Clerk

HOPE TRAMMELL - CO. CLERK
PITTSBURG COUNTY OKLAH

KellPro Software and Service Agreement

Please retain for your records.

The following agreement is intended to guide the relationship between KellPro, Inc. and Pittsburg County Treasurer, our Customer. Our goal is to provide high quality products and services that meet your business needs in return for fair compensation for our intellectual property, service, and time. KellPro licenses you, our Customer, to use our software and services as described herein from 07/01/2026 until 06/30/2027 on the services shown below in exchange for the total amount shown below. Payment for products and services constitutes acceptance of this agreement.

Qty	Product Description or Service
13.00	Complete Endpoint Protection
3.00	Keli Land Recording View-Only User
1.00	Treasurer Full Station (Bookkeeping + Tax)
~~10.00~~	Treasurer System View-Only Station
	KellPro Licensing: ~~$8,544.00~~ $6,384.00

Software

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

Licensing Fees

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

Support

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

Training and Documentation

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

Ownership of Data

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

Environment

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

Tim Keller - President, KellPro, Inc.
Date: 06/10/2026

James A. Sorensen - CEO, KellPro, Inc.
Date: 06/10/2026

KELLPRO
Software & Technology

1729 W. Plato Rd.
Duncan, OK 73533
www.kellpro.com

Invoice #: 00226206.1
PO #:
Terms: Net 30
Invoice Date: 07/01/2026
Due Date: 07/31/2026
Questions? Please call 5802555553, opt 3

BILL TO:
Pittsburg County Treasurer
115 E. Carl Albert Pkwy., Ste. 102
MCALESTER, OK 74501

Description	Qty	Price	Total
Hardware Licensing			
Complete Endpoint Protection	13.00	$ 216.00	$ 2,808.00
		Hardware Licensing Total:	**$ 2,808.00**
Software			
Keli Land Recording View-Only User	3.00	$ 642.00	$ 1,926.00
Treasurer Full Station (Bookkeeping + Tax)	1.00	$ 1,410.00	$ 1,410.00
Treasurer System View-Only Station	1.00	$ 240.00	$ 240.00
		Software Total:	**$ 3,576.00**
		Grand Total:	**$ 6,384.00**

Thank you for choosing KellPro!

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

May 4, 2026

Pittsburg County Treasurer
115 E Carl Albert Pkwy # 102
McAlester, OK 74501
RE: Rates for Software Lease/Maintenance Agreement

Dear Jennifer,

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

The annual Lease/Maintenance fee is $19,092. These fees may also be paid monthly at $1,591.

This rate will go in effect July 1, 2026, the beginning of fiscal year 2026-2027.

Our hourly rate is $95.00.

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

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

Sincerely,

John Westrope
Owner

PLACE OF USE. Lessee shall keep the Software at its place of business as specified above. Lessee covenants and agrees not to allow the use of the Software by other business's, entities or individuals and that said Software shall be used only on the work stations authorized by this Lease. Lessee further covenants and agrees not to copy, rent, sublease, license, transfer, donate, commercially exploit, reverse engineer, decompile, disassemble (or allow the same to occur) the Software, or any part thereof.

TITLE. All of the Software shall remain personal property and the title thereto shall remain with the Lessor at all times. Lessee shall keep the Software free from any and all judgments, liens and encumbrances. Lessee shall give Lessor immediate notice of the attachment or other judicial process, lien or encumbrance affecting the Software and shall indemnify and save Lessor harmless of and from any loss or damage caused thereby.

CONFIDENTIALITY. During the course of this Agreement, either party may have or may be provided access to the other's proprietary items or confidential information ("Confidential Information"). Each party agrees to maintain the confidentiality of the other's Confidential Information in accordance with this provision and any separate nondisclosure agreement that expressly references the disclosure(s) between Lessor and Lessee. At a minimum, each party agrees that it shall not make the other's Confidential Information available to any third party without the written consent of the other and that title and ownership of the Confidential Information provided by one party to the other shall remain the exclusive property of that party who has the right to possess the Confidential Information.

RIGHT OF INSPECTION. Lessor, its agents and representatives shall have the right at any time through remote on-line access or during usual business hours to inspect the Software and for that purpose to have access to the location of the Software.

NON-WAIVER. Lessor's failure at any time to require strict performance from Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. Lessor's rights hereunder are cumulative and not alternative.

POSSESSION OF SOFTWARE. Lessor covenants to and with Lessee that Lessor is the lawful owner of said Software and that conditioned upon Lessee's performance of the conditions herein, Lessee shall peacefully and quietly hold and use the Software during the term of this Lease without hindrance.

ASSIGNMENTS. Neither Lessee nor Lessor shall assign any rights or obligations herein with regard to this Lease without the written consent of the other party.

BINDING AGREEMENT. This Lease shall be binding upon the Lessee and its heirs, legal representatives, successors and assigns and shall inure to the benefit of the Lessor, its successors, legal representatives and assigns.

TM Consulting, Inc.

John Westrope, Owner
Date: May 4, 2026

Pittsburg County Treasurer

By:
Title: Treasurer Date: 6/25/2026
(Please sign and return)

FINANCIAL EQUIPMENT COMPANY

CONTRACT INVOICE

Invoice Number: AR171881
Invoice Date: 5/4/2026
Account Number: PC10-001
Balance Due: $785.00

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

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

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
PC10-001	Net 75 Days	7/18/2026	$ 785.00	**$ 785.00**

Invoice Remarks

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
CN1786-08		$ 785.00		7/31/2026	7/30/2027

Contract Remarks

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

Summary:

Contract base rate charge for the 7/31/2026 to 7/30/2027 billing period	$785.00 *
*Sum of equipment base charges	$785.00

Detail:

Equipment included under this contract

G&D/BPS C-1

Number	Serial Number	Base Charge	Location
EQ14898	M320966	$369.00	Pittsburg County Treasurer 115 E. Carl Albert Parkway Room 102 McAlester, OK 74501

SNBC/BTPM300BS-BLK

Number	Serial Number	Base Charge	Location
EQ14807	21116105019	$86.00	Pittsburg County Treasurer 115 E. Carl Albert Parkway Room 102 McAlester, OK 74501

Maverick/MX-6

Number	Serial Number	Base Charge	Location
EQ05067	MX600351	$330.00	Pittsburg County Treasurer 115 E. Carl Albert Parkway Room 102 McAlester, OK 74501

Please remit payment to:

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

Invoice SubTotal	$785.00
Tax:	$0.00
Invoice Total	$785.00
Balance Due:	**$785.00**

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

NASPO - PURCHASE ORDER – LEASE
OKLAHOMA STATE CONTRACT SW1008N

NASPO:

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

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

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

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

PRICING PROVIDE VIA STATE OF OKLAHOMA STATE CONTRACT, SW1008N
BILLED ANNUALLY
$9,384.48 PER YEAR, 1 YEAR WITH 4 ANNUALY RENEWAL PERIODS, BASED ON 60 MONTH LEASE.
INCLUDES IMPRESS SOFTWARE, DEVLEOPMENT, DEPLOYMENT, TESTING, SW SUBSCRIPTION AND NCOA AND CASS FOR FULL TERM, DS85I FOLDER INSERTER HARDWARE, 1ST YEAR MAITNENANCE FREE, DELIVERY SETUP, TRAINING

SUBTOTAL	$9,384.48 ANNUALLY
SALES TAX	n/a
SHIPPING & HANDLING	n/a
TOTAL	$9,384.48 ANNUALLY

1. Order is governed under the terms and conditions of the NASPO Master Price Agreement Contract Number ADSPO16-169901 Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

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

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

Jennifer Lenox-Hackler 7/14/22
Authorized by Date

Jennifer Lenox-Hackler
Print Name and Title

RESOLUTION
NO. 26-321

The Board of County Commissioners, Pittsburg County, Met in regular session on Monday, June 29, 2026.

WHEREAS, The Pittsburg County Clerk issued the following Warrants for Fiscal Year 2024-2025

General
Warrant 2858 to Davita Dialysis dated February 18, 2025 in the amount of $100.00.

Warrant 3847 to Eastern Okla. Youth Services dated May 12, 2025 in the amount of $77.94.

County Donations
Warrant 13 to Oklahoma Bar Foundation dated November 25, 2024 in the amount of $55.60.

Warrant 14 to Oklahoma Bar Foundation dated November 25, 2024 in the amount of $197.00.

Economic Development Trust
Warrant 87 to Craig Heart dated September 9, 2024 in the amount of $100.00.

Warrant 438 to Lucas Case dated April 14, 2025 in the amount of $300.00.

Warrant 473 to Macayla Ledbetter dated May 12, 2025 in the amount of $50.00.

Emergency Management
Warrant 78 to Fire Service Instructors of Oklahoma dated November 4, 2024 in the amount of $100.00.

Warrant 307 to Vicars Power Sports dated June 16, 2025 in the amount of $63.99.

Highway Sales Tax
Warrant 362 to Larry L. Luman dated August 19, 2024 in the amount of $5.50.

Highway Unrestricted
Warrant 803 to Adams True Value dated April 29, 2024 in the amount of $4.00.

Sheriff Service Fee
Warrant 110 to Barlow Built Performance dated July 29, 2024 in the amount of $405.36.

Municipal Cities and Towns
Warrant 71 to City of Savanna Treasurer dated November 12, 2024 in the amount of $1,171.88.

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

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel the above listed warrants and transfer the outstanding balances to fiscal year 2025-2026.

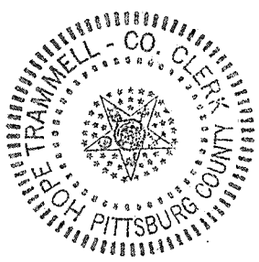
ATTEST:

CHAIRMAN

MEMBER

MEMBER

COUNTY CLERK



Pittsburg County Treasurer

Outstanding Warrant Register

Register Date:	Fund/Dept/Account		Issue Date:	Warrant Number	To Whom	Amount	*	Paid/Cancel Date	Payment Number
02/18/25	0001	General/	02/18/25	2858	DAVITA DIALYSIS	100.00			
05/13/25	0001	General/	05/12/25	3847	EASTERN OKLA. YOUTH SERVIC	77.94			
	Fund Total for 0001 General					**177.94**			
10/08/24	1102	Highway Unrestricted/	10/07/24	803	ADAMS TRUE VALUE	4.00			
	Fund Total for 1102 Highway Unrestricted					**4.00**			
11/05/24	1212	Emergency Management/	11/04/24	78	FIRE SERVICE INSTRUCTORS OF	100.00			
06/17/25	1212	Emergency Management/	06/16/25	307	VICARS POWERSPORTS	63.99			
	Fund Total for 1212 Emergency Management					**163.99**			
07/30/24	1226	Sheriff Service Fee/	07/29/24	110	BARLOW BUILT PERFORMANCE	405.36			
	Fund Total for 1226 Sheriff Service Fee					**405.36**			
11/25/24	1235	County Donations/	11/25/24	13	OKLAHOMA BAR FOUNDATION	55.60			
11/25/24	1235	County Donations/	11/25/24	14	OKLAHOMA BAR FOUNDATION	197.00			
	Fund Total for 1235 County Donations					**252.60**			
08/20/24	1313	Highway-ST/	08/19/24	362	LUMAN, LARRY L.	5.50			
	Fund Total for 1313 Highway-ST					**5.50**			
09/10/24	7603	Economic Development Authority/	09/09/24	87	HEART, CRAIG	100.00			
04/15/25	7603	Economic Development Authority/	04/14/25	438	CASE, LUCAS	300.00			
05/13/25	7603	Economic Development Authority/	05/12/25	473	LEDBETTER, MACAYLA	50.00			
	Fund Total for 7603 Economic Development Authority					**450.00**			
11/12/24	7703	Municipal-City-Town Remit/	11/12/24	71	CITY OF SAVANNA TREASURER	1,171.88			
	Fund Total for 7703 Municipal-City-Town Remit					**1,171.88**			
	FY 2025 Total Warrants Outstanding					**2,631.27**			

Need to
be
Cancelled

Unposted Warrants as of 06/25/2026

Warrant #	Warrant Date	Vendor	Payment No	Pay Date	Amount
0074 - Donations					
000013	11/25/2024	OKLAHOMA BAR FOUND			$ 55.60
000014	11/25/2024	OKLAHOMA BAR FOUND			$ 197.00
		Total Outstanding Warrants for Donations:			$ 252.60
0055 - Econ Dev Trust					
000087	09/09/2024	HEART, CRAIG			$ 100.00
000438	04/14/2025	CASE, LUCAS			$ 300.00
000473	05/12/2025	LEDBETTER, MACAYLA			$ 50.00
		Total Outstanding Warrants for Econ Dev Trust:			$ 450.00
0018 - Emergency Mgmt					
000078	11/04/2024	FIRE SERVICE INSTRUCT			$ 100.00
000307	06/16/2025	VICARS POWERSPORTS			$ 63.99
		Total Outstanding Warrants for Emergency Mgmt:			$ 163.99
0001 - General					
002858	02/18/2025	DAVITA DIALYSIS			$ 100.00
003847	05/12/2025	EASTERN OKLA. YOUTH			$ 77.94
		Total Outstanding Warrants for General:			$ 177.94
0013 - Highway					
000803	10/07/2024	ADAMS TRUE VALUE			$ 4.00
		Total Outstanding Warrants for Highway:			$ 4.00
0089 - Hwy-ST					
000362	08/19/2024	LUMAN, LARRY L.			$ 5.50
		Total Outstanding Warrants for Hwy-ST:			$ 5.50
0007 - SH Svc Fee					
000110	07/29/2024	BARLOW BUILT PERFOR			$ 405.36
		Total Outstanding Warrants for SH Svc Fee:			$ 405.36
		Grand Total:			$ 1,459.39

RESOLUTION
NO. 26-322

The Board of County Commissioners, Pittsburg County, met in regular session on June 29, 2026

THEREFORE, Pittsburg County Clerk wishes to renew the following lease agreements for the upcoming fiscal year 2027.

Pitney Bowes for a postage meter expiring August 29, 2026.

Quadient Leasing USA Inc for postage meter.

WHEREAS, Pittsburg County Clerk hereby wish to approve the rental and lease agreements or continuation there of for fiscal year 2027.

NOW THEREFORE BE IT RESOLVED, That the Board of County Commissioners, Pittsburg County, do hereby approve the rental and lease agreements or continuation there of all rental and lease agreements for the fiscal year 2027.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN

MEMBER

MEMBER

HOPE TRAMMELL - CO. CLERK - PITTSBURG COUNTY

County Clerk

RESOLUTION
26-323
To Re-Advertise

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, June 29, 2026.

WHEREAS, the Board of County Commissioners, Pittsburg County, wishes to re-advertise for the following for Bugtussle Volunteer Fire Department:

The Construction of a Fire Department Building

A bid package containing complete specifications and an "Invitation to Bid" are available at the Pittsburg County Clerk's Office, 115 E. Carl Albert Pkwy, Room 103, McAlester, Oklahoma 74501 or online at pittsburg.okcounties.org

THEREFORE, each competitive bid submitted to the County must be accompanied with an affidavit for filing with the competitive bid form, bid bond, business relationship affidavit, pursuant to the Oklahoma Public Competitive Bidding Act of 1974 (Title 61 OS § 101, et seq.)

Sealed bids will be received and filed with the Pittsburg County Clerk until Friday, July 31, 2026 at 4:00 p.m. All bids received after 4:00 p.m. on Friday, July 31, 2026 WILL NOT BE OPENED. Bids will be opened on Monday, August 3, 2026 at 10:00 a.m. in the Board of County Commissioners Conference Room, 115 E. Carl Albert Pkwy, McAlester, Oklahoma. The Board of County Commissioners, Pittsburg County, reserves the right to reject any and all bids and re-advertise.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN _____

VICE-CHAIRMAN _____

MEMBER _____

COUNTY CLERK _____

HOPE TRAMMELL - CO. CLERK
PITTSBURG COUNTY

BUGTUSSLE VOLUNTEER FIRE DEPARTMENT

BUILDING SPECIFICATIONS

BUGTUSSLE VOLUNTEER FIRE DEPARTMENT BUILDING SPECS:

40'X60' BUILDING WITH 14' SIDEWALLS

2" X 6" WOOD TRUSSES

2" X 4" WALL GERTS

5" X 5" WOOD POST

4 – 10' X 12' STANDARD INSULATED ROLL UP GARAGE DOORS

1 – INSULATED WALK IN DOOR

8 – ELECTRIC GARAGE DOOR OPENERS (2 PER DOOR)

15 – UFO CIRCULAR LED LIGHTS

12 – 110V PLUG OUTLETS

1 – 220V PLUG OUTLET

1 – 200 AMP ELECTRIC SERVICE PANEL

2 – DAMPERED ROOF VENTS

R-10 INSULATION OR EQUIVALENT (PRICE FOR BOTH ROLLED AND BLOWN)

26 GAUGE METAL EXTERIOR PANELS GRAY IN COLOR

1 – OUTSIDE MOTION LED SHOP LIGHT

40' X 60' CONCRETE WITH REBAR SLAB 4 INCHES THICK WITH THICKENED PERIMETER FOOTING

ROSS SELMAN AT DISTRICT #3 WILL PROVIDE DIRT WORK AND LEVELING

SEE ATTACHED DRAWN PLANS

DOCUMENTS REQUIRED WITH SEALED BID:

BID BOND (certified check, cashier's check, or actual bond) equal to five percent of the bid, which shall be deposited with the awarding county as a guaranty.

BUSINESS RELATIONSHIP AFFIDAVIT

NON-COLLUSION BIDDING CERTIFICATE

BID WILL BE AWARDED WITHIN 30 DAYS OF OPENING AND BID BONDS OF THE UNSUCESSFUL BIDDERS WILL BE RETURNED.

BUSINESS RELATIONSHIPS AFFIDAVIT

_____(PROJECT NAME)

STATE OF OKLAHOMA)
)SS
COUNTY OF_____)

_____, of lawful age, being duly sworn, on oath says that he or sheis the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, or other business relationship presently in effect, of which existed within one (1) year prior to the date of this statement with the architect, engineer, or other partyto the project is as follows:

_____

Affiant further states that any such business relationship presently in effect of which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

_____

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

_____

(If none of the business relationships herein above mentioned exist, affiant should so state.)

_____
(Signature of Affiant)

Subscribed and sworn to before me this_____day of_____, 20 ____

Notary Public _____

My Commission Expires _____

NON-COLLUSION BIDDING CERTIFICATION

_____(PROJECT NAME)

STATE OF OKLAHOMA)
)SS
COUNTY_____)

A. For purposes of competitive bids, I certify:

1. I am the duly authorized agent of_____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to the following:
   a. Any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
   b. Any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; and
   c. Any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

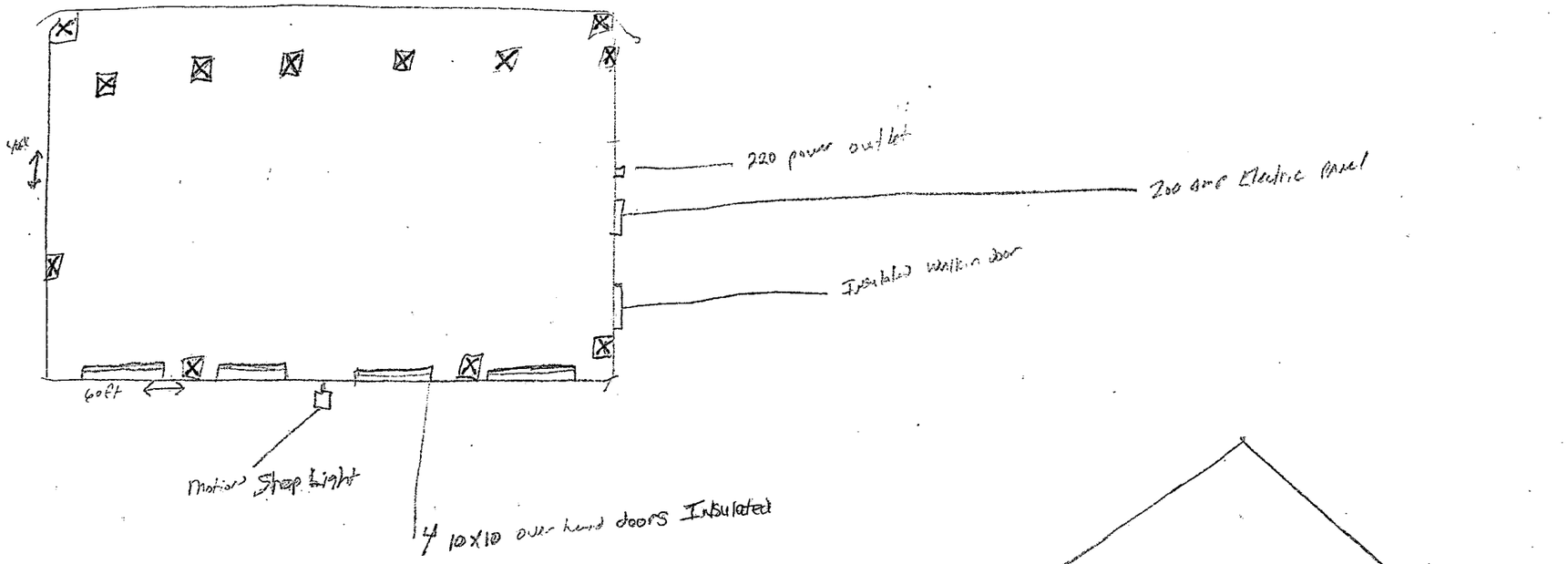
B. I certify, if awarded the contract, whether competitively bid or not, that neither the Contractors nor anyone subject to the Contractor's direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

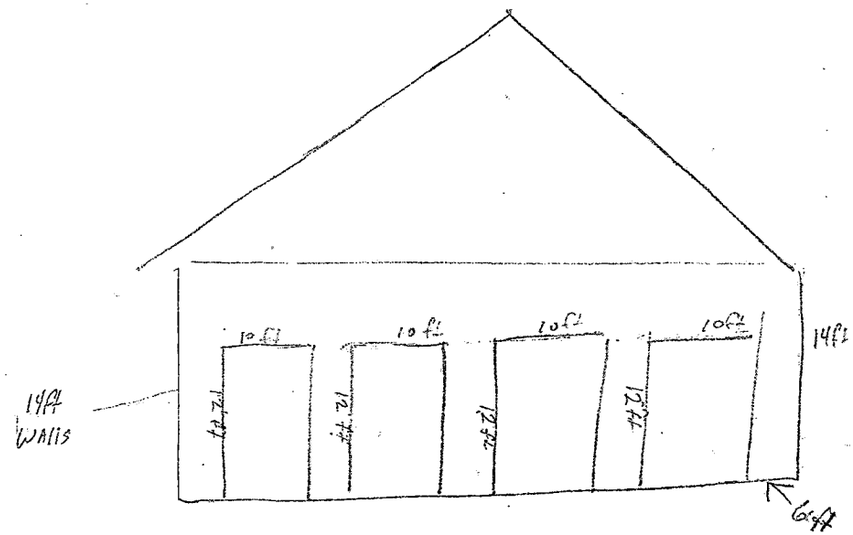
Certified this_____day of_____, 20___.

_____
(Signature)

_____ _____
(Print Name) (Position in the Company)

⊠ — 110 Power outlets





RESOLUTION
26-324

The Board of County Commissioners of Pittsburg County met in regular session on Monday, June 29, 2025.

WHEREAS, Pittsburg County Emergency Management wishes to have the following item transferred to Pittsburg County District 1:

ITEM#	DESCRIPTION	SERIAL/VIN#
EM-301.7	2000 MACK DUMP TRUCK	1M1AA18Y2YW117850

WHEREAS, the above-mentioned item is to be transferred to District 1 and added to its inventory.

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

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN _____

VICE-CHAIRMAN _____

MEMBER _____

COUNTY CLERK _____

HOPE TRAMMELL - CO. CLERK
PITTSBURG COUNTY

OSAI Form # 409 (2016)

Resale Property Fund
Financial Statement

To the Board of County Commissioners:
Pittsburg County, Oklahoma

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

Financial Statement June 30, 2026

Cash balance		1,452,456.42
Unapportioned items:		252,441.74
Total Available:		$ 1,704,898.16
Reserves for expenditures:		
Publications	80,000.00	
Records, Supplies and Equipment	150,000.00	
Salaries	250,000.00	
Maintainence of unsold properties	200,000.00	
Contingency for refunds	649,898.16	
Other:		
Total Reserves for Expenditures:		$ 1,329,898.16
Balance subject to apportionment as provided by statute:		$ 375,000.00

Witness my hand on this day: 6/29/2026

County Treasurer: Jennifer Hackler

The above financial report of the reserves and balance subject to apportionment pertaining to the Resale Property Fund approved on this day: 6/29/2026

The Board of County Commissioners

Tom Williams

Mike Haynes

[illegible]

attest: Hope Trammell

TRAMMELL - CO. CLERK
PITTSBURG COUNTY
OKLA.

Resale Appportionment

Census Total	**26124**		125000
Municipals	*Breakdown*		
Alderson	*220*	0.008421375	$1,052.67
Ashland	*35*	0.001339764	$167.47
Carlton Landing	*94*	0.003598224	$449.78
Canadian	*143*	0.005473894	$684.24
Crowder	*306*	0.011713367	$1,464.17
Haileyville	*716*	0.027407748	$3,425.97
Hartshorne	*1947*	0.074529169	$9,316.15
Indianola	*148*	0.005665289	$708.16
Kiowa	*595*	0.022775991	$2,847.00
Krebs	*2083*	0.079735109	$9,966.89
McAlester	*18171*	0.695567294	$86,945.91
Pittsburg	*180*	0.006890216	$861.28
Quinton	*863*	0.033034757	$4,129.34
Savanna	*623*	0.023847803	$2,980.98
			$125,000.00

ADA	**6563.18**		125000
Schools	*Breakdown*		
Krebs	*401.15*	0.061121286	$7,640.16
Frink-Chambers	*367.88*	0.056052097	$7,006.51
Tannehill	*120.47*	0.018355431	$2,294.43
Haywood	*100.23*	0.01527156	$1,908.95
Hartshorne	*645.39*	0.098334953	$12,291.87
Canadian	*392.71*	0.059835324	$7,479.42
Haileyville	*265.14*	0.0403981	$5,049.76
Kiowa	*259.02*	0.039465625	$4,933.20
Quinton	*347.74*	0.052983462	$6,622.93
Indianola	*248.4*	0.037847507	$4,730.94
Crowder	*309.87*	0.047213394	$5,901.67
Savanna	*291.91*	0.044476915	$5,559.61
Pittsburg	*153.7*	0.023418526	$2,927.32
McAlester	*2659.57*	0.40522582	$50,653.23
			$125,000.00

General Fund
$125,000.00

Total $375,000.00

District 9
Southeast Oklahoma
County Health Departments

County Health Department

Lawn Care Contract

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

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

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

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

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

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

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

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

The provisions of this contract are to become effective on the 1ST day of JULY, 2026 and terminate on the 30TH day of JUNE, 2027 with the option to renew annually pending available appropriations.

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

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

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

Julianne Montgomery, Reg. Admin. Director
County Health Department

C R MOWING
514 EAST ROCK AVE
MCALESTER, OK 74501

RANDY LAUDERMILK

TAMMY JOSLIN
NOTARY PUBLIC
IN AND FOR
STATE OF
OKLAHOMA
11-6-29
COMMISSION #01018493

Subscribed and sworn to before me this 26th day of June, 2026

Notary Public

District 9
Southeast Oklahoma
County Health Departments

Examined and approved this 24th day of June, 2026 by the Board of County Commissioners.

Board of Commissioners, Chairman

County Commissioner

County Commissioner

Hope Hammell

County Clerk

HOPE TRAMMELL - CO. CLERK PITTSBURG COUNTY

Pittsburg County
Health Department

Nebulized Sputum Collection Contract
Fiscal Year 2027

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

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

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

The provisions of this contract are to become effective on **July 1, 2026** and terminate on

June 30, 2027.

For the purposes of this contract, all contacts with the PCHD shall be directed to its representative:
Juliann Montgomery, Regional Administrative Director at 918.423.1267 ext 1509.For the purposes of this contract, all contacts with the CONTRACTOR shall be directed to its representative:
Kami Clark, RRT at 918.421.8372.

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

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

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

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

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

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

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

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

Pittsburg County
Health Department

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

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

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

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

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

Pittsburg County Health Department
1400 College Avenue
McAlester, OK 74501

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

APPROVED:

Representing:
Pittsburg County Health Department

Juliann Montgomery
Regional Administrative Director

6/17/26
Date

Representing:
McAlester Regional Health Center

Julie Powell
Chief Executive Officer

6/17/26
Date

Pittsburg County
Health Department

Examined and approved this 29th Day of June, 2026 by the Board of County Commissioners.

Board of Commissioners, Chairman

County Commissioner

County Commissioner

HOPE TRAMMELL - CO. CLERK PITTSBURG COUNTY OH

Attest: Hope Trammell
County Clerk

Pittsburg County
Health Department

Clifford Power
Fiscal Year 2027

12 month emergency generator maintenance agreement with an annual fee of $1,308.00 beginning July 1, 2026 and terminating on June 30, 2027.

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

Juliann Montgomery
Regional Administrative Director

Examined and approved this 29th day of June, 2026 by the Board of County Commissioners.

Board of Commissioners, Chairman

County Commissioner

County Commissioner

TRAMMELL - CO. CLERK - HOPE PITTSBURG COUNTY OH

Attest: **County Clerk**

CLIFFORD POWER

PLANNED MAINTENANCE (PM) AGREEMENT

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

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

Customer Address: 1400 E COLLEGE AVE **City:** MCALESTER **State:** OK **Zip:** 74501

This agreement will be in accordance to the following terms and conditions, for a period of 1 year(s). **7/1/2026 -- 6/30/2027**

In consideration of the agreements herein contained:

1. **Customer Agrees to:** Remit Amount of $ 1,308 for Planned Maintenance and any additional services.
   Customer agrees to make payment upon receipt of invoice.
   Customer also agrees to pay all applicable taxes.

2. **CPS agrees to:** Perform all Preventative Maintenance inspections on a Semiannual basis, additional services will be performed in the frequency described in Addendum A.
   Work is to be performed during regular business hours 8:00AM to 5:00PM Monday through Friday.
   Customer will receive a copy of the CPS maintenance inspection report with all applicable areas filled out by the service technician.
   CPS shall also report any noted problems with Equipment and recommended courses of corrective action to the Customer.
   CPS shall perform normal maintenance on Equipment including oil and filter changes, visits include our standard 99 point inspections and equipment test.

3. **Customer also authorizes:** CPS to perform repairs deemed necessary for proper operation of the standby power system at the time of inspection. The cost of repairs shall not exceed $ 750 (*$750 recommended*) without customer authorization, and shall be documented on the inspection report. Repairs estimated to exceed this amount will be referred to the Customer for action and additional authorization. Cost for additional repairs will be invoiced separately at CPS prevailing labor rates plus parts costs and prevailing mileage rates (if additional trips are required).

4. **Customer also authorizes:** CPS to perform a Diesel Fuel Top Off Service for an amount not to exceed $ 700 (*$700 recommended*) without Customer authorization. This service shall be documented on the inspection report. Cost for fuel service will be invoiced seperately at CPS prevailing labor and fuel rates. Service Trucks are capable of providing up to 100 gallons, if approved pricing covers costs.

5. **CPS warrants its work:** For a period of 30 days from the date of service. This warranty is limited to failure as a result of workmanship. and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, over-loading, over-speeding, repairs made by someone other than CPS, fire, flood, vandalism, theft or ay other acts beyond the control of CPS, while under agreement.

6. **Failures of new parts installed by CPS:** Failure of any new part(s) installed by CPS during the course of maintenance service shall be covered by the manufacturer's warranty of said part(s).

7. **Renewal:** This agreement will automatically renew annually unless cancelled per paragraph 8.

8. **This agreement may be cancelled by either party:** With a 60 day written notification.

9. **Registration/Training Fees:** If Buyer requires Seller to register with an entity, or incur additional costs such as licensing or training specific to the servicing requirements of Buyer's account, then Buyer agrees o reimburse Seller all costs affiliated with these fees. Costs include direct fees for registration plus 20% for Seller's administration.

10. **Limitation of Liability:** Clifford Power System, Inc.'s liability under this agreement, if any, shall be limited to the contract amount of this agreement. In no event shall CPS be liable for consequential, incidental or exemplary damages, including but not limited to, loss of profits or down time.

CLIFFORD POWER

PLANNED MAINTENANCE (PM) AGREEMENT

Addendum A.

Service Location: PITTSBURG COUNTY HEALTH DEPT - 1400 E COLLEGE AVE - MCALESTER, OK 74501 **Service Terms:** 7/1/2026 - 6/30/2027 **Locaton Total:** $ 1,308

Incl.	GENERAC 45kW
☑	2 × 99-Point Inspection & Test
☑	1 × Engine Service
☑	1 × LoadBank - 2 Hours
☑	1 × Coolant Sampling

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

By: Somer Wamble *Clifford Power Systems - Representative* **Date** 06/02/2026 **By:** *Customer - Representative* **Date:** 6/17/26

Pittsburg County
Health Department

SHRED-IT
Fiscal Year 2027

A 12-month agreement beginning November 10th, 2025 with a bi-weekly billing amount of $147.35. This includes $82.70 for first container, $8.70 per each additional container for a total of six containers and $21.15 for a medium tote.

Provisions pertaining to FY 27 begin on November 10, 2025 and terminate on June 30, 2027. Agreement will automatically renew each fiscal year pending available appropriated funds.

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

Julianne Montgomery
Regional Administrative Director

Examined and approved this 29th day of June 2026 by the Board of County Commissioners.

Board of Commissioners, Chairman

County Commissioner

County Commissioner

HOPE TRAMMELL - CO. CLERK ANNEX PITTSBURG COUNTY

Attest: Hope Trammell
Pittsburg County Clerk

Stericycle | Shred-it

We protect what matters. A Stericycle Solution

Shred-it Amendment

The Effective Date of this Agreement shall be the date upon which the last party signs this Agreement between Stericycle, Inc. (Shred-it) and PITTSBURGH COUNTY HEALTH DEPT dated 10/01/2025 ("Agreement")

The parties agree to amend the Agreement as described in Attachment A below.

Except as otherwise agreed to in the Agreement, Stericycle's aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by Stericycle from Customer under the Agreement during the preceding twelve (12) month period prior to the alleged liability.

All other terms, conditions, and obligations in the Agreement shall continue in full force and effect.

By signing below, I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by the terms and conditions of this Agreement. I acknowledge that Customer is a company, and not an individual person. To the extent this transaction is subject to any applicable business-to-consumer laws or regulations, I expressly waive and relinquish any and all rights and claims against Stericycle, Inc. thereunder.

Stericycle, Inc.:		**Customer:**	Pittsburg County Health Department
Name:	Antoine Coverdale	Name:	Juliann Montgomery
Title:		Title:	Regiona Administrative Director
Date:		Date:	
Signature:		Signature:	Juliann Montgomery (Nov 5, 2025 12:31:17 CST)

Attachment A: Service and Fees for Each Ship To

Ship To Name: PITTSBURGH COUNTY HEALTH DEPT
Ship To Address: 1400 E COLLEGE AVE, MCALESTER, Oklahoma, United States, 74501-4288
Bill To Address: 1400 E COLLEGE AVE, MCALESTER, Oklahoma, United States, 74501-4288
Email: tammys@health.ok.gov

Service Name	Action	Pick Up Frequency	Planned Units For Pick Up	Contracted Price	Surcharges	Price Increase/Delay	Billing Frequency
REGULAR SERVICE | OFF-SITE (PAPER)	Amend	Every 2 Weeks	1 Each	$ 82.70 Minimum Per Pickup	Fuel: Per table at www.shredit.com; Environmental: Per table at www.shredit.com; Recycling Recovery: Per table at www.shredit.com; Fuel/Environmental Cap: None; Recycling Recovery Surcharge Cap: None	API - 7%; Months Until First Price Increase: 12	Monthly
CONSOLE (STANDARD)	Amend	Every 2 Weeks	5 Each	$ 8.70 Per Container-Minimum Includes 2 Each	Fuel: Per table at www.shredit.com; Environmental: Per table at www.shredit.com; Recycling Recovery: Per table at www.shredit.com; Fuel/Environmental Cap: None; Recycling Recovery Surcharge Cap: None	API - 7%; Months Until First Price Increase: 12	Monthly
TOTE-MEDIUM (64G/240L)	New	Every 2 Weeks	1 Each	$ 21.15 Per Container-Minimum Includes 0 Each	Fuel: Per table at www.shredit.com; Environmental: Per table at www.shredit.com; Recycling Recovery: Per table at www.shredit.com; Fuel/Environmental Cap: None; Recycling Recovery Surcharge Cap: None	API - 7%; Months Until First Price Increase: 12	Monthly

docusign

Certificate Of Completion

Envelope Id: E4047AF0-5BEE-451B-8533-ACBEDF39108E
Status: Sent
Subject: Documents for your DocuSign Signature
Source Envelope:
Document Pages: 2
Signatures: 0
Certificate Pages: 1
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Antoine Coverdale
2355 Waukegan Road
Bannockburn, IL 60062
Antoine.Coverdale@STERICYCLE.com
IP Address: 155.226.129.248

Record Tracking

Status: Original
10/31/2025 12:18:24 PM
Holder: Antoine Coverdale
Antoine.Coverdale@STERICYCLE.com
Location: DocuSign

Signer Events	Signature	Timestamp
TAMMY JOSLIN tammysj@health.ok.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 10/31/2025 12:18:26 PM Viewed: 11/3/2025 10:04:03 AM
Antoine Coverdale antoine.coverdale@stericycle.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	10/31/2025 12:18:26 PM
Payment Events	**Status**	**Timestamps**

District 9
Southeast Oklahoma
County Health Departments

PITTSBURG
County Health Department
Fiscal Year FY 27
Initial

Appointment of Requisition Officers

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

Employee	Position	Fund	Signature
TAMMY JOSLIN	AA II	All Health Funds	Tammy Joslin
TERESA SHOCKLEY	AA II	All Health Funds	Teresa Shockley

Appointment of Receiving Officers

Employee	Position	Fund	Signature
STONEY WAINSCOTT	MAINTENANCE/ CUSTODIAN	All Health Funds	Stoney Wainscott
MARIAH ALLAR	RN	All Health Funds	Mariah Allar

Juliann Montgomery
Regional Administrative Director

6/12/26
Date

Examined and approved this 24th day of June, 2026 by the Board of County Commissioners.

Board of Commissioners, Chairman

County Commissioner

County Commissioner

TRAMMELL - CO. CLERK - PITTSBURG COUNTY - HOPE

Attest: Hope Trammell
County Clerk

Pittsburg County
Health Department

MEMORANDUM OF AGREEMENT
Fiscal Year 2027

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

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

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

The CONTRACTOR must invoice the PCHD for services rendered. **DO NOT INVOICE PATIENT.** The provisions of this contract are to become effective on **July 1, 2026** and terminate on **June 30, 2027.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Representing:
Pittsburg County Health Department

Juliann Montgomery
Regional Administrative Director

Juliann Montgomery 6/11/26
Printed Name Date

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

Representing:
Warren Clinic/Saint Francis Health

Belinda Kelley

Belinda Kelley 6-1-2026
Printed Name Date

Pittsburg County
Health Department

Examined and approved this 29th Day of June, 2026 by the Board of County Commissioners.

Board of Commissioners, Chairman

County Commissioner

County Commissioner

PAMMELL - CO. CLERK ALINOIS
HOPE PITTSBURG COUNTY

Attest: Hope Pammell
County Clerk

Pittsburg County
Health Department

STANDLEY SYSTEMS
Fiscal Year 2027

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

Provisions pertaining to FY27 begin on July 1, 2026 and terminate on June 30, 2027.

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

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

Juliann Montgomery
Regional Administrative Director

Examined and approved this 29th **day of** June, ~~2027~~ 2026 **by the Board of County Commissioners.**

Board of Commissioners, Chairman

County Commissioner

County Commissioner

PAMMELL - CO. CLERK - HOPE - PITTSBURG COUNTY

Attest: _____
County Clerk

Attachment B to Addendum 1 to STATE OF OKLAHOMA CONTRACT WITH Standley Systems, LLC RESULTING FROM STATEWIDE CONTRACT NO. 1013

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

Equipment Rental Agreement

APPLICATION NO.	CONTRACT NO.

STANDLEY SYSTEMS

Standley Systems LLC | 528 Iowa Avenue | PO Box 460 | Chickasha, OK 73023 | Phone: 405-224-0819

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

CUSTOMER INFORMATION

FULL LEGAL NAME:

PITTSBURG COUNTY HEALTH

BILLING ADDRESS:

1400 E COLLEGE AVE MCALESTER OK 74501-4288

FEDERAL TAX I.D. #:

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE):

NAME OF PRINCIPAL:

PERCENTAGE OWNERSHIP OF BUSINESS

%

☐ SEE ATTACHED SCHEDULE

EQUIPMENT DESCRIPTION AND PAYMENT TERMS

QUANTITY	MAKE, MODEL NUMBER, ACCESSORIES AND SERIAL NUMBER	NOT FINANCED UNDER THIS AGREEMENT	MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
			MONO	COLOR	MONO	COLOR
1	IMC6000	☐			.007	.045
		☐				
		☐				
		☐				
		☐				
		☐				
		☐				
		☐				
		☐				
		☐				
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)						

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

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

LEASE TERM IN MONTHS: 60 MONTHLY BASE PAYMENT AMOUNT*: $260.35

CONTRACT

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

CUSTOMER'S AUTHORIZED SIGNATURE

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

DATED	CUSTOMER	SIGNATURE	TITLE
	(As Stated Above)	X	

OWNER ACCEPTANCE

DATED	OWNER	SIGNATURE	TITLE
	Standley Systems LLC		

ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

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

State of Oklahoma

50 to 68 PPM

Customer Approval

Vendor Name	Standley Systems	*(Signature)*
Manufacturer	Savin	
Model	IM C6000	
Copy Speed (Mono) - ppm	60	
Copy Speed (Color) - ppm (if applicable)	60	
Suggested Monthly Volume	15,000	
Maintenance Mono Cost Per Copy - Option A&B	$ 0.0070	
Maintenance Color Cost Per Copy - Option A&B	$ 0.0450	

Bill To:

Name:
Agency/Dept:
Address:
Phone:
Fax:
Email:

Ship To:

Tammy Joslin
Pittsburg County Health Department
1400 E College Ave
McAlester, OK
918-423-1267 Ext:1525
tammysj@health.ok.gov

Pick up (ID Numbers)

31127

		Pricing Option A: Purchase			Pricing Option B: Lease		
Feature/Accessory	Description	List Price	% off List	Oklahoma Price	36-Month Lease	48-Month Lease	60-Month Lease
Base Model - IM C6000	416228	$ 26,399.00	66%	$ 8,975.66	$ 304.27	$ 244.14	$ 199.26
Accessories							
ESP XG-PCS-15D	006428MIU	$ 385.00	48%	$ 200.20	$ 6.79	$ 5.45	$ 4.44
1 BIN TRAY BN3130	418376	$ 645.00	49%	$ 328.95	$ 11.15	$ 8.95	$ 7.30
BOOKLET FINISHER SR3270	418385	$ 4,485.00	67%	$ 1,468.55	$ 49.81	$ 39.81	$ 32.49
INTERNAL SHIFT TRAY SH3080	418349	$ 545.00	50%	$ 272.50	$ 9.24	$ 7.41	$ 6.05
BRIDGE UNIT BU3090	418345	$ 255.00	51%	$ 124.95	$ 4.24	$ 3.40	$ 2.77
CABINET TYPE F	100478FNG	$ 275.00	53%	$ 129.25	$ 4.38	$ 3.52	$ 2.87
INTERNAL FINISHER SR3250	418378	$ 1,749.00	65%	$ 612.15	$ 20.75	$ 16.65	$ 13.59
INTERNAL MULTI-FOLD UNIT FD3010	418339	$ 4,259.00	47%	$ 2,257.27	$ 76.52	$ 61.40	$ 50.11
FINISHER SR3260	418337	$ 2,125.00	52%	$ 1,020.00	$ 34.58	$ 27.74	$ 22.64
FINISHER SR3280	418365	$ 3,979.00	60%	$ 1,591.60	$ 53.96	$ 43.29	$ 35.33
LCIT RT3040	418358	$ 2,295.00	70%	$ 688.50	$ 23.34	$ 18.73	$ 15.28
MEMORY UNIT TYPE M37 4GB	MX418397RA	$ 469.00	51%	$ 229.81	$ 7.79	$ 6.25	$ 5.10
LCIT PB3290	418360	$ 2,295.00	72%	$ 642.60	$ 21.78	$ 17.48	$ 14.27
PAPER FEED UNIT PB3280	418349	$ 1,979.00	69%	$ 613.49	$ 20.80	$ 16.69	$ 13.62
PUNCH UNIT PU3070 NA	418327	$ 1,199.00	72%	$ 335.72	$ 11.38	$ 9.13	$ 7.45
PUNCH UNIT PU3080 NA	418381	$ 1,199.00	57%	$ 515.57	$ 17.48	$ 14.02	$ 11.45
PUNCH UNIT PU3090 NA	418382	$ 1,199.00	71%	$ 347.71	$ 11.79	$ 9.46	$ 7.72
Fax Accessories							
FAX OPTION TYPE M37	418600	$ 1,555.00	73%	$ 419.85	$ 14.23	$ 11.42	$ 9.32
FAX MEMORY UNIT TYPE M19 64MB	MX417518RA	$ 105.00	58%	$ 44.10	$ 1.49	$ 1.20	$ 0.98
Print / Scan Option Accessories							
IEEE 802.11A/G/N INTERFACE UNIT TYPE M19	417493	$ 889.00	50%	$ 444.50	$ 15.07	$ 12.09	$ 9.87
OCR UNIT TYPE M18	417430	$ 425.00	47%	$ 225.25	$ 7.64	$ 6.13	$ 5.00
IPDS UNIT TYPE M37	418535	$ 1,979.00	47%	$ 1,048.87	$ 35.56	$ 28.53	$ 23.28
POSTSCRIPT3 UNIT TYPE M37	418408	$ 709.00	46%	$ 382.86	$ 12.98	$ 10.41	$ 8.50
Fiery Options							
AUTO TRAP TYPE FS-100	404602	$ 800.00	9%	$ 728.00	$ 24.68	$ 19.80	$ 16.16
COLOR CONTROLLER E-25C	418433	$ 7,535.00	49%	$ 3,842.85	$ 130.27	$ 104.53	$ 85.31
EFI PRODUCTIVITY PACK	097183MIU	$ 5,000.00	15%	$ 4,250.00	$ 144.08	$ 115.60	$ 94.35
HOT FOLDERS TYPE FS100	404600	$ 725.00	0%	$ 725.00	$ 24.58	$ 19.72	$ 16.10
SPOT ON TYPE FS100	404601	$ 725.00	0%	$ 725.00	$ 24.58	$ 19.72	$ 16.10

[OOD] EFI COMPOSE DIGITAL	3000013504-PS1	$ 1,135.00	21%	$ 896.65	$ 30.40	$ 24.39	$ 19.91
[OOD] EFI CPS V5.X ES-3000	3000013158	$ 3,500.00	8%	$ 3,220.00	$ 109.16	$ 87.58	$ 71.48
EFI ES-3000	45202146	$ 1,440.00	16%	$ 1,209.60	$ 41.01	$ 32.90	$ 26.85
[OOD] EFI IMPOSE DIGITAL	3000013503-PS1	$ 2,575.00	21%	$ 2,034.25	$ 68.96	$ 55.33	$ 45.16
Security & Misc Accessories							
OPTIONAL COUNTER INTERFACE UNIT TYPE M12	417111	$ 99.00	51%	$ 48.51	$ 1.64	$ 1.32	$ 1.08
SMART CARD READER BUILT-IN UNIT TYPE M37	418422	$ 135.00	46%	$ 72.90	$ 2.47	$ 1.98	$ 1.62
Consumables/Parts/Supplies							
Black	842279						
Yellow	842280						
Magenta	842281						
Cyan	842282						
Other Available Optional Features and Accessories							
Equipment Relocation				No Additional Charge			
Hard Drive Removal				$ 150.00	$ 2.02	$ 1.57	$ 1.29
Total							$ 1260.35
Annual Maintenance				No Additional Charge			
Training				No Additional Charge			
Installation				No Additional Charge			
Software				As Quoted			
Professional Services				As Quoted			

Category A – 1 to 30 PPM
Category B – 31 to 49 PPM
Category C – 50 to 68 PPM
Category D – 69 to 89 PPM
Category E – 90+ PPM
Category F – Single Function Printers

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

Item Codes

Purchase - Copier/Multi-Function	44101501
Purchase - Desktop Printers	43212110
Purchase - Scanning Devices	43211711

Lease - Base Configuration	80161801
Purchase/Lease - CPC Maintenance	81112306

Pittsburg County
Health Department

Johnson Controls
Fiscal Year 2027

60-month fire alarm system monitoring maintenance agreement with an annual fee of $500.00 (monitoring) beginning July 1, 2024, and terminating on June 30, 2029.

36-month fire alarm and sprinkler system test and inspection with an annual fee of $1,919.00 (test & inspection) beginning July 1, 2026 and terminating on June 30, 2029.

Provision pertaining to FY 27 beginning on July 1, 2026 and ending June 30, 2027.

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

Juliann Montgomery
Regional Administrative Director

Examined and approved this 29th day of June, 2026 by the Board of County Commissioners.

Board of Commissioners, Chairman

County Commissioner

County Commissioner

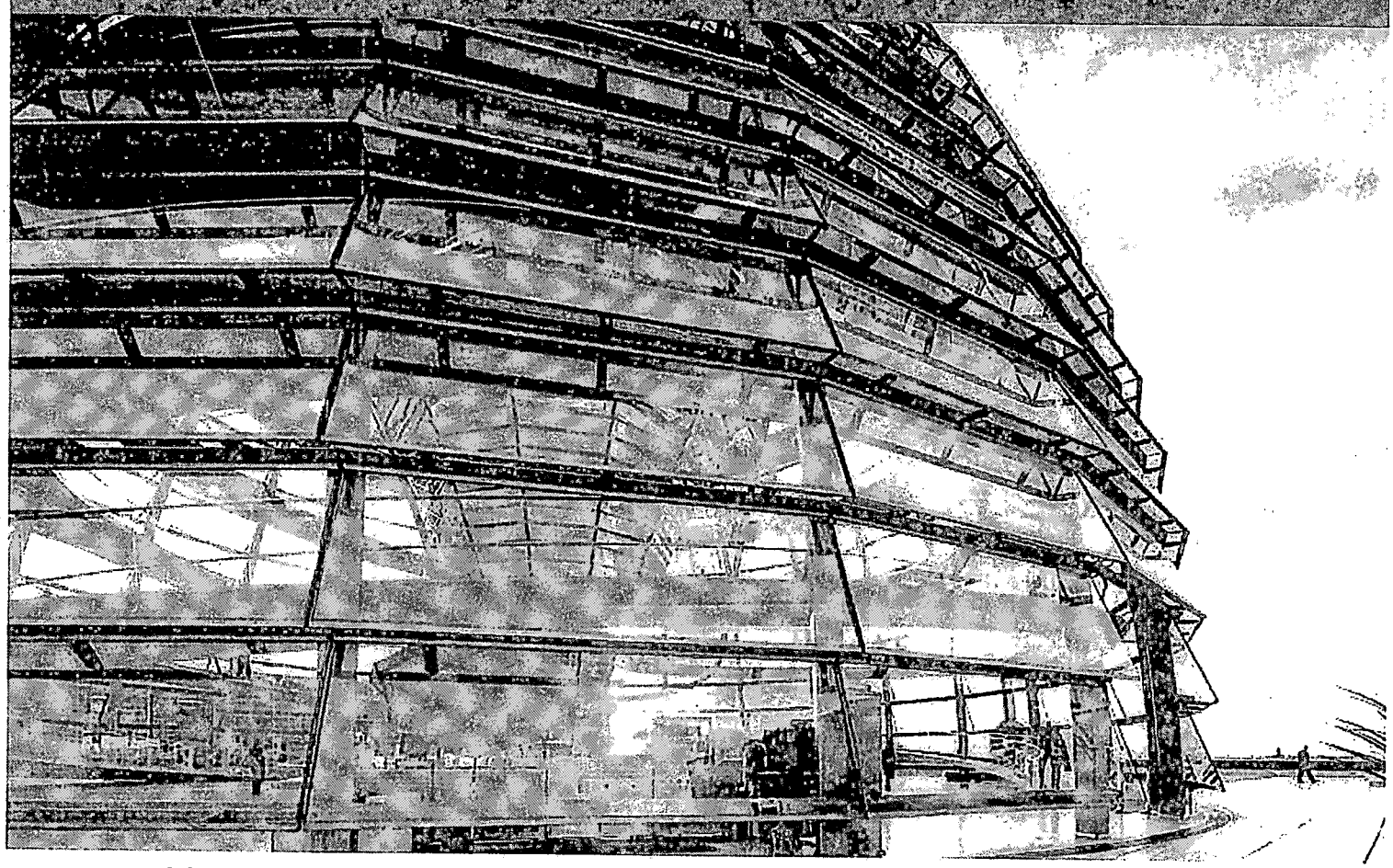
TRAMMELL - CO. CLERK - HOPE - PITTSBURG COUNTY

Attest: Hope Trammell
County Clerk

Pittsburg County Health Department-FA

MON - CPQ-641587

Planned Service Agreement



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

Proposal Presented On:
07-10-2024

The Power behind your mission

Johnson Controls

Johnson Controls

SERVICE SOLUTION

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

Billing Customer:
Pittsburg County Health Department
1400 E College Avenue

MCALESTER, OK 74501-4288

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

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

INVESTMENT SUMMARY

(*Service Solution Valid for 30 Days*)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT

SYSTEM-FA-FIRELITE MS9200

FIRELITE MS9200 SYSTEM

Customer Pricing Type : Local

Monitoring Account Type: Fire Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 0

Primary Communication: Phone lines (POTS)

Secondary Communication: Phone lines (POTS)

Per Point : No

ALARM & DETECTION- MONITORING Total: $500.00

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

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Johnson Controls

SERVICE SOLUTION

SUMMARY OF SERVICES

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

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

ALARM & DETECTION- MONITORING

SYSTEM-FA-FIRELITE MS9200

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

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SERVICE SOLUTION

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

PAYMENT FREQUENCY: Annual In Advance

PAYMENT TERMS: *Net 45*

Initials

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

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

PAYMENT SUMMARY:

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

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

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

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SERVICE SOLUTION

Multi Year Contract Rider
AGREEMENT

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

Customer Initials: [JM]

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

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

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

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

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

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Central Monitoring Subscriber Information

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

Subscriber's Name: Pittsburg County Health Department ☐ UL Acct. ☐ Nat'l Acct.

Monitoring Acct# 107-6656 Permit#: ACE/Customer #: 1916859

Address: 1400 E College Ave City: Mcalester

State/Province: OK Zip/Postal Code: 74501 County/Township:

*Premise Phone#: 918-423-1267 Ext:

Fax: Cross Street:

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

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

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

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

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

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

Local Jurisdictional Procedure

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

Number of Partitions (if using):

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

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

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

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

Email address to send report to :

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

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

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

schedule for supervised open/close monitoring:

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

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

Holidays/School Vacations closed:

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

Subscriber Name Printed: Juliann Montgomery

Johnson Controls Employee: District Number: Date:

SS030 110 (Rev. 07/18)

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SERVICE SOLUTION

TERMS AND CONDITIONS

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

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses. Customer shall provide financial information requested by Company to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms.

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

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

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

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

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

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

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

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

Customer further agrees to:

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

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

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

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

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

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

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

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

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

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

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

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

16. Other Services.

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

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

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

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

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

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/ Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

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

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

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

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

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

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

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

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

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

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

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

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

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

F. Communication Facilities.

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

ii. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

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

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

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

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

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

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

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

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

19. Software and Digital Services.

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

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

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

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

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

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

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

24. Force Majeure. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Company in connection with the Force Majeure Event.

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

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

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

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

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

29. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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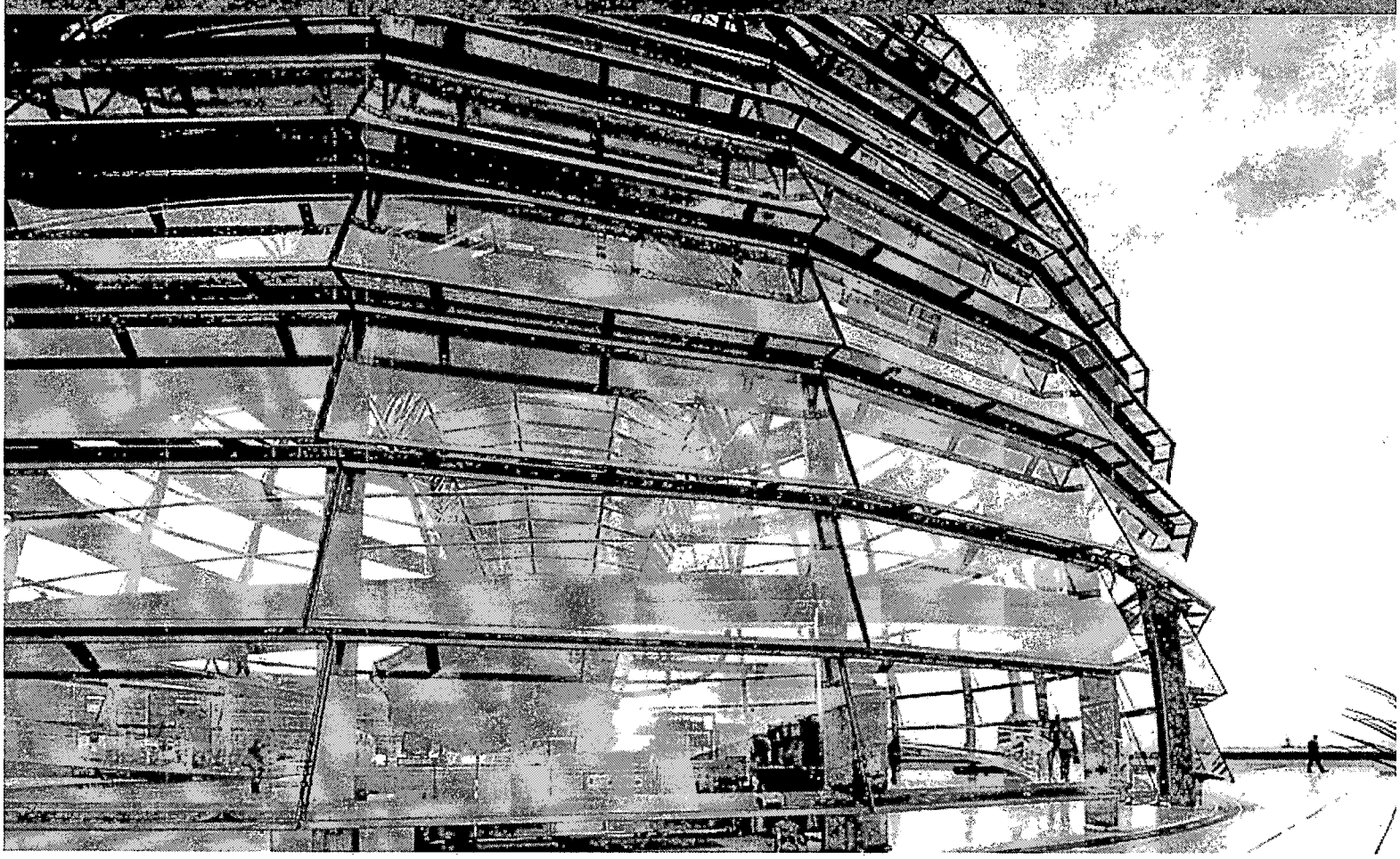
Pittsburg County Health Department PSA

2026 - CPQ-1287125

Planned Service Agreement



Johnson Controls Fire Protn LP
5825 South 129th East Avenue,Suites A & B
Tulsa OK74134
USA

Proposal Presented On:
06-10-2026

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

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SERVICE SOLUTION

Customer #: 1916859
Pittsburg County Board of County Commissioners
Date: 10-Jun-26
Proposal #: CPQ-1287125
Term: 1-Jul-26 to 30-Jun-29

Billing Customer:
Pittsburg County Health Department
1400 E College Avenue

MCALESTER, OK 74501-4288

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

Johnson Controls Fire Protection LP
Sales Representative:
Edwin Mantovani
5825 South 129th East Avenue,Suites A & B
Tulsa OK 74134
edwin.mantovani@jci.com
(918) 606-9010

INVESTMENT SUMMARY

(*Service Solution Valid for 30 Days*)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Pittsburg County Board of County Commissioners			$1,919.00
SYSTEM-FA-FIRELITE MS9200			
FIRELITE MS9200 SYSTEM	**Est. First Inspection: July**		
Main Fire Alarm Panel	1	Annual	
Remote Power Supply/NAC Extender	1	Annual	
Annunciator	1	Annual	
Smoke Sensor w/Heat & CO Addressable	48	Annual	
Duct Detector Conventional	5	Annual	
Pull Station	7	Annual	
Audio-Visual Notification Conventional	34	Annual	
Waterflow Test	1	Annual	
Tamper Switch	2	Quarterly	
FIRE ALARM ESSENTIAL SERVICE OFFER Total:			$1,500.00
SYSTEM-SP-WET SPRINKLER			
WET SPRINKLER SYSTEM	**Est. First Inspection: July**		
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Annual	
Control valve - with tamper switch	4	Annual	

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SPRINKLER ESSENTIAL SERVICE OFFER Total: $280.00

SYSTEM-SP-BACKFLOW

BACKFLOW SYSTEM	**Est. First Inspection: July**	
Backflow Preventer-Fire	1	Annual

SPRINKLER ESSENTIAL SERVICE OFFER Total: $139.00

Subtotal Contract Value (less tax): $5,757.00
Total Estimated Tax: $0.00
Total Contract Value with Estimated Tax : $5,757.00

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

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SUMMARY OF SERVICES

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

Location	Address	City	State	Zip	Fire Alarm	Sprinkler
Pittsburg County Health Department	1400 E College Ave,	Mcalester	OK	74501-4288	$1,500.00	$419.00

FIRE ALARM ESSENTIAL SERVICE OFFER

SYSTEM-FA-FIRELITE MS9200

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

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

SPRINKLER ESSENTIAL SERVICE OFFER

SYSTEM-SP-WET SPRINKLER
SYSTEM-SP-BACKFLOW

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

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

Control valve - with tamper switch

SYSTEM-SP-WET SPRINKLER

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

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

RENEWAL DETAILS: This contract will require action in order to renew it. In this case, this contract will require a new service agreement to renew.

PAYMENT FREQUENCY: BAMA In BAMA

Signature :

Date : 6/4/26

PAYMENT TERMS: *Net 45*

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

PAYMENT AMOUNT: $1,919.00 - Proposal #: CPQ-1287125

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	07/01/2026 - 06/30/2027	$1,919.00
2	07/01/2027 - 06/30/2028	$1,919.00
3	07/01/2028 - 06/30/2029	$1,919.00

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

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

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TERMS AND CONDITIONS

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

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses. Customer shall provide financial information requested by Company to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms.

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

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

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

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

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

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

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

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

Customer further agrees to:

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

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

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

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

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

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

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

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

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

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

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

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

16. Other Services.

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

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

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

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

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

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/ Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

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

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

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

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

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

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

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

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

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

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

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

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

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

F. Communication Facilities.

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

ii. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

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

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

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

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

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

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

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

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

19. Software and Digital Services.

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

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

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

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

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

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

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

24. Force Majeure. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, sévere weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Company in connection with the Force Majeure Event.

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

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

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

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

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

29. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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District 9
Southeast Oklahoma
County Health Departments

Pittsburg
County Health Department
VIP VOICE SERVICES AGREEMENT
Fiscal Year 2027

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

Provisions pertaining to FY 27 begin on July 1, 2026 and terminate on June 30, 2027 .

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

Pittsburg County Health Department
1400 College Avenue
McAlester, OK 74501

Julann Montgomery
Regional Administrative Director

Examined and approved this 24th day of June, 2027 2026 by the Board of County Commissioners.

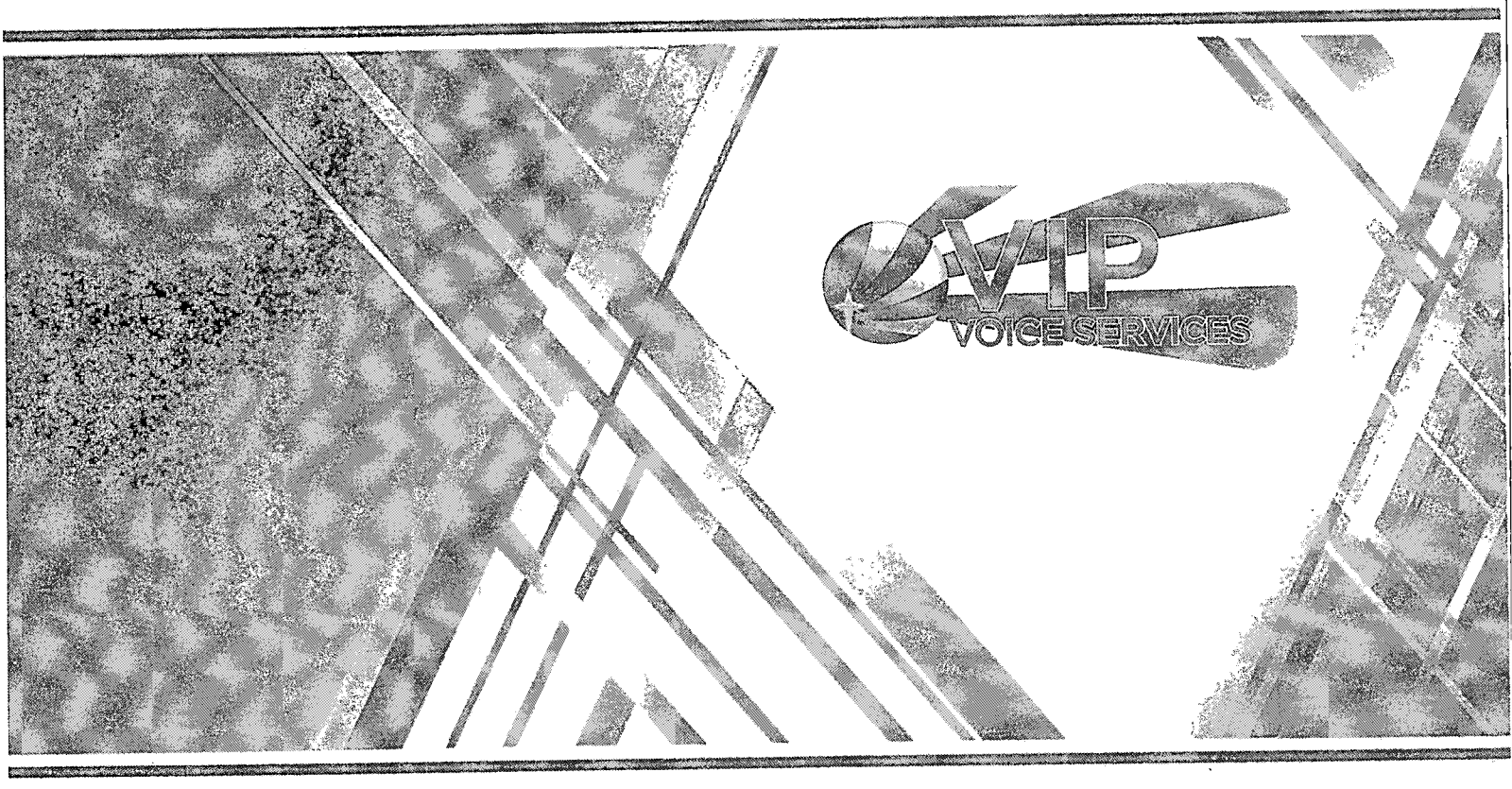
Board of Commissioners, Chairman

County Commissioner

County Commissioner

PITTSBURG CO. CLERK
TRAMMELL HOPE
COUNTY

Attest: **County Clerk**



We have prepared a quote for you

VIP Voice Services - 2025 Contract Renewal

Quote # 013292
Version 3

Prepared for:

Pittsburg County Health Department

Juliann Montgomery
JuliM@health.ok.gov

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

Friday, June 13, 2025

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

Dear Juliann,

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

Phone System Provisions

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

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

Colby Cook
Partner / Voice Services Executive Director
VIP Voice Services

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

Monthly Recurring Services

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

Recurring Subtotal: **$3,323.00**

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http://www.vipvoiceservices.com
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Terms & Conditions (36mo)

Item	Description	Price	Qty	Ext. Price

TERMS AND CONDITIONS

CONTRACT AND APPENDIX REFERENCES

This agreement between VIP Voice Services, LLC (may also be referenced hereinafter as "Provider") and the customer (hereinafter referred to as "Customer") referenced in the attached quote is related to the services provided by VIP Voice Services, LLC. Said services are described and outlined in the attached quote(s) and furthermore referenced as Appendix A of the Contract (Appendix B, C, D, etc. if applicable). Said quote(s) and appendices shall define the pricing structure and billing cycles for services rendered to Customer by VIP Voice Services, LLC. The combination of the terms and conditions set forth in this document, all Terms and Conditions available on Provider's website (viptsg.com/terms-and-conditions), and attached appendices and supplemental attachments shall collectively constitute the Contract ("Contract").

CONTRACT TERMS & OTHER CONDITIONS

The initial term length of this Contract is 36 months ("Initial Contract Term") and shall commence on the date all billable services outlined in the Contract are activated for Customer use ("Contract Commencement"). The Contract will automatically renew at the end of the Initial Contract Term and on the anniversary date of the Contract Commencement, and all subsequent Renewal Terms, for a 12-month period ("Renewal Term(s)"). All equipment provided by VIP Voice Services as part of the services outlined in the Contract will remain property of VIP Voice Services throughout the Initial Contract Term and all subsequent Renewal Terms. Should either party decide to terminate this Contract, Customer agrees to return said equipment to VIP Voice Services in good working condition. The Customer also agrees to replace any damaged, lost, or stolen equipment at the Customer's expense and that all billable services for the affected equipment will remain active until such is satisfactory to VIP Voice Services. Early termination by the Customer during the Initial Contract Term, or any subsequent Renewal Terms, will result in the full balance of the remaining months, in said Term, becoming due at the time of termination notice. If there are any unpaid balances against this Contract from billing periods prior to termination notice, those unpaid balances must be paid in full for termination request to be completed and billable services disconnected. Termination of this Contract, at any point during the Initial Contract Term or in any subsequent Renewal Terms, requires a written 30-day notice from the Customer to VIP Voice Services. Notice may be sent via email to contracts@vipvoiceservices.com or via US Mail to PO Box 1117, Coweta, OK 74429.

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

VIP Voice Services - 2025 Contract Renewal

Prepared by:

VIP Voice Services
Colby Cook
918-279-7033
Fax 9182797096
colby@viptsg.com

Prepared for:

Pittsburg County Health Department
1400 E College Ave
McAlester, OK 74501
Juliann Montgomery
JuliM@health.ok.gov
(918) 423-1267

Quote Information:

Quote #: 013292
Version: 3
Delivery Date: 06/13/2025
Expiration Date: 06/24/2025

Recurring Expenses Summary

Description	Amount
Monthly Recurring Services	$3,323.00

Recurring Total: **$3,323.00**

Taxes, shipping, handling and other fees may apply. Prices in the Quotation are excluding sales tax, any other taxes, fees, or duties. All applicable taxes will be assessed at time of invoicing. We reserve the right to cancel orders arising from pricing or other errors.
Terms & Conditions for Voice, Internet and Rental Agreement Documentation when applicable, must be signed along with the 1st Months payment to complete the order process.
Any unforeseen issues that arise during the installation, that is outside VIP's contracted scope of work, will be notified to the customer and billed on a time and material basis to rectify, fix or replace upon customer approval.

Signature

Date

GOVERNMENTAL ENTITIES ADDENDUM

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

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

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

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

GOVERNMENTAL CERTIFICATE

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

SIGNATURE: X _____ NAME & TITLE: Juliann Montgomery, RAD DATE:

OUR SIGNATURE

VIP Voice Services

SIGNATURE PRINT NAME & TITLE DATE

CITY COUNTY AGREEMENT FOR A JOINT CIVIL DEFENSE/EMERGENCY MANAGEMENT ADMINISTRATION

THIS AGREEMENT MADE AND ENTERED INTO THIS 24th DAY OF June 2026 2026, BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF PITTSBURG COUNTY OF OKLAHOMA, HEREINAFTER CALLED COUNTY, AND HAILEYVILLE, OKLAHOMA, HEREINAFTER CALLED CITY.

WHEREAS,
THE LEGISLATURE HAS PASSED AN ACT KNOWN AS THE OKLAHOMA CIVIL DEFENSE ACT OF 1957 AS AMENDED BY SENATE BILL 212 OF THE 17TH LEGISLATURE, AUTHORIZING COOPERATION BETWEEN CITY, COUNTY, STATE AND FEDERAL GOVERNMENTS TO CARRY OUT THE OBJECTIVES AND PURPOSE OF AN EMERGENCY MANAGEMENT PROGRAM, AND

WHEREAS,
THE SAME ACTS AUTHORIZE THE CITY AND COUNTY TO APPROPRIATE FUNDS FOR EMERGENCY MANAGEMENT AND DISASTER PURPOSES,

NOW,
THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

I.
VALIDATION
THAT THE EXISTING JOINT EMERGENCY MANAGEMENT ADMINISTRATION BE EXTENDED AND RECOGNIZED TO BE THE JOINT EFFORT OF THE CITY AND COUNTY.

II.
EXPENSES
THE PARTIES HERETO WILL SHARE IN THE EXPENSES OF CARRYING ON A COMPREHENSIVE EMERGENCY MANAGEMENT PROGRAM INCLUDING AND EXTENDING BEYOND THE INITIAL CONTRACT AND AGREE TO PROVIDE IN THE BUDGETS OF EACH SUFFICIENT FUNDS WITH WHICH TO CARRY OUT THIS PROGRAM OF EMERGENCY MANAGEMENT FOR CITY AND COUNTY AND ANY ADJACENT AREAS DEEMED NECESSARY.

III.
THE DIRECTOR IS INSTRUCTED TO CARRY OUT PLANS WITH THE STATE OFFICE OF EMERGENCY MANAGEMENT IN COOPERATING WITH THE FEDERAL GOVERNMENT AND TO MAKE AVAILABLE TO THE CITY AND COUNTY PROGRAM THE BENEFITS OF PL 85-606.

IV.
FINANCIAL TRANSACTIONS
RECEIPT AND EXPENDITURE OF ALL FUNDS WILL BE HANDLED IN CONFORMITY WITH THE FINANCIAL PLAN FOR THE COUNTY/CITY EMERGENCY MANAGEMENT ORGANIZATION, IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAWS, RULES AND REGULATIONS.

BUDGETS
THE EMERGENCY MANAGEMENT ADMINISTRATION SHALL, PRIOR TO THE BEGINNING OF EACH FISCAL YEAR, SUBMIT TO THE CITY AND THE COUNTY THE PROSPECTIVE BUDGET FOR ITS OPERATION FOR THE COMING YEAR.

The City of Haileyville shall compensate Pittsburg County Emergency Management in the

amount of $3,479.76 for the fiscal year 2026/2027, beginning July 1, 2026 ending June 30, 2027. The Emergency Operation Center's (EOC) support and special staff members, who have skills and training in areas needed to provide a total response to an emergency, may assist the City of Haileyville emergency service coordinators in the accomplishment of their duties, perform functions within the EOC to enhance efficiency, or perform critical tasks outside the scope of government departments.
Additionally, any Management Costs (Category Z) reimbursed by FEMA for the cost of making FEMA claims for the City of Haileyville shall be reimbursed to Pittsburg County Emergency Management.

TASK ASSIGNMENTS AND RESPONSIBILITIES

1. EMERGENCY MANAGEMENT DIRECTOR is responsible for:

A. Coordination of all phases of emergency management.
B. EOC communication capability.
C. Public information and education.
D.EOC operation.
E. Comprehensive emergency management planning.
F. EOC staff training.
G. Warning system planning.
H. Damage assessment training.

WITNESS OUR HANDS THIS DAY AND YEAR FIRST ABOVE WRITTEN.

Ross Selman
Chairman, Bd of County Commissioners

Catherine Bailey-Morgan
City Mayor

Attest:

Hope Trammell
County Clerk

Attest:

Megan Young
City Clerk

TRAMMELL - CO. CLERK ALLN HOPE PITTSBURG COUNTY

Haileyville city, Oklahoma

ileyville city, Oklahoma is a city, town, place equivalent, or township located in Oklahoma. Haileyville city, Oklahoma has a la
a of 1.0 square miles.

United States / Oklahoma / Haileyville city, Oklahoma

Display Sources

Populations and People
Total Population
716
P1 | 2020 Decennial Census

Education
Bachelor's Degree or Higher
11.8%
S1501 | 2024 American Community Survey 5-Year Estimates

Housing
Total Housing Units
345
B25002 | 2024 American Community Survey 5-Year Estimates

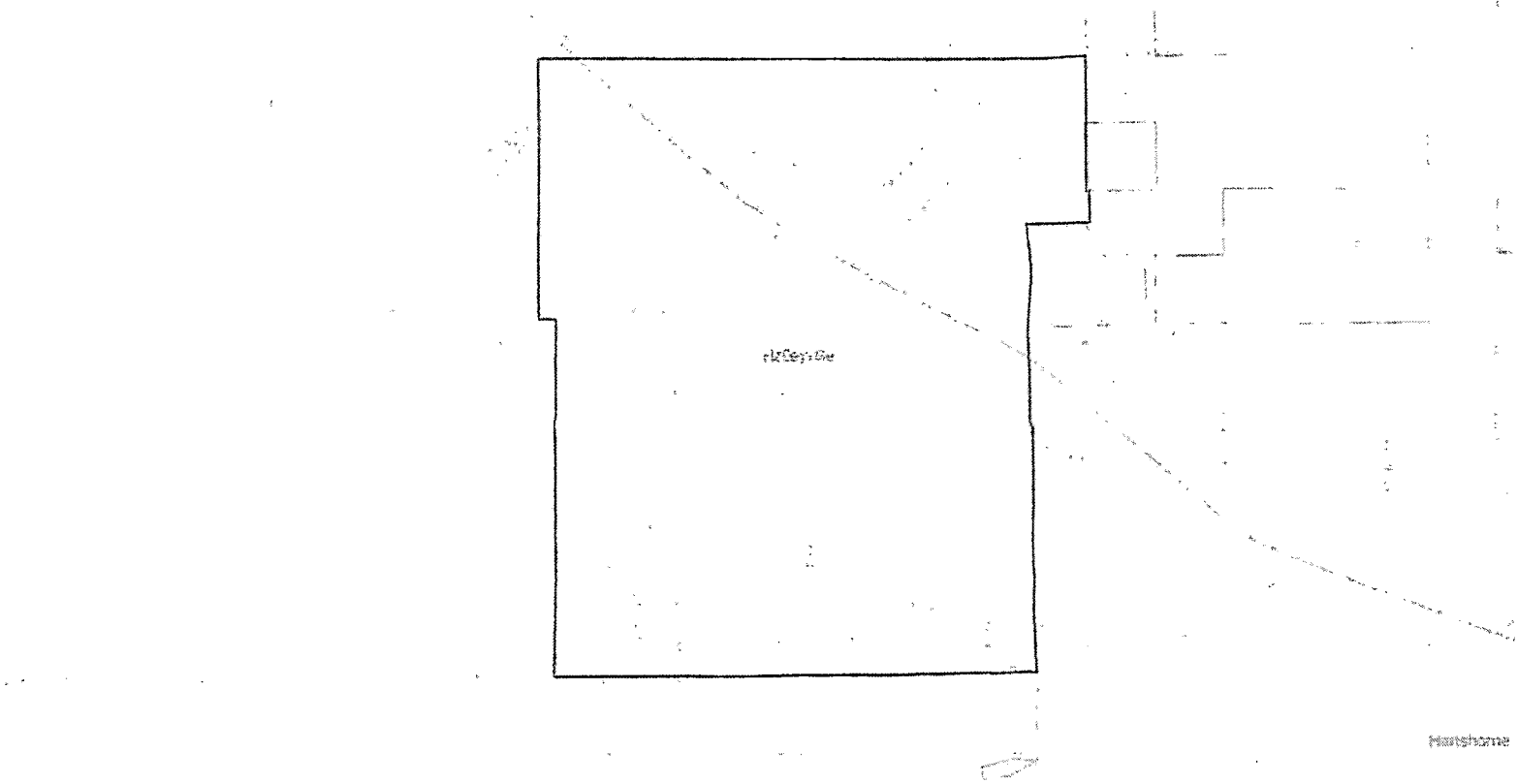
Families and Living Arrangements
Total Households
257
DP02 | 2024 American Community Survey 5-Year Estimates

Income and Poverty
Median Household Income
$48,036
S1901 | 2024 American Community Survey 5-Year Estimate

Employment
Employment Rate
47.5%
DP03 | 2024 American Community Survey 5-Year Estimate

Health
Without Health Care Coverage
19.8%
S2701 | 2024 American Community Survey 5-Year Estimat

Race and Ethnicity
Hispanic or Latino (of any race)
10
P9 | 2020 Decennial Census



Source: U.S. Census Bureau

OKLAHOMA COUNTY THRESHOLDS
FISCAL YEAR 2026
(at $4.86/CAPITA)

	COUNTY NAME	CENSUS 2020 POPULATION	DESIGNATION THRESHOLD
1	Adair	19,495	$ 94,745.70
2	Alfalfa	5,699	$ 27,697.14
3	Atoka	14,143	$ 68,734.98
4	Beaver	5,049	$ 24,538.14
5	Beckham	22,410	$ 108,912.60
6	Blaine	8,735	$ 42,452.10
7	Bryan	46,067	$ 223,885.62
8	Caddo	26,945	$ 130,952.70
9	Canadian	154,405	$ 750,408.30
10	Carter	48,003	$ 233,294.58
11	Cherokee	47,078	$ 228,799.08
12	Choctaw	14,204	$ 69,031.44
13	Cimarron	2,296	$ 11,158.56
14	Cleveland	295,528	$ 1,436,266.08
15	Coal	5,266	$ 25,592.76
16	Comanche	121,125	$ 588,667.50
17	Cotton	5527	$ 26,861.22
18	Craig	14,107	$ 68,560.02
19	Creek	71,754	$ 348,724.44
20	Custer	28,513	$ 138,573.18
21	Delaware	40,397	$ 196,329.42
22	Dewey	4,484	$ 21,792.24
23	Ellis	3,749	$ 18,220.14
24	Garfield	62,846	$ 305,431.56
25	Garvin	25,656	$ 124,688.16
26	Grady	54,795	$ 266,303.70
27	Grant	4,169	$ 20,261.34
28	Greer	5,491	$ 26,686.26
29	Harmon	2,488	$ 12,091.68
30	Harper	3,272	$ 15,901.92
31	Haskell	11,561	$ 56,186.46
32	Hughes	13,367	$ 64,963.62
33	Jackson	24,785	$ 120,455.10
34	Jefferson	5,337	$ 25,937.82
35	Johnston	10,272	$ 49,921.92
36	Kay	43,700	$ 212,382.00

OKLAHOMA COUNTY THRESHOLDS
FISCAL YEAR 2026
(at $4.86/CAPITA)

	COUNTY NAME	CENSUS 2020 POPULATION	DESIGNATION THRESHOLD
37	Kingfisher	15,184	$ 73,794.24
38	Kiowa	8,509	$ 41,353.74
39	Latimer	9,444	$ 45,897.84
40	Le Flore	48,129	$ 233,906.94
41	Lincoln	33,458	$ 162,605.88
42	Logan	49,555	$ 240,837.30
43	Love	10,146	$ 49,309.56
44	Major	7,782	$ 37,820.52
45	Marshall	15,312	$ 74,416.32
46	Mayes	39,046	$ 189,763.56
47	McClain	41,662	$ 202,477.32
48	McCurtain	30,814	$ 149,756.04
49	McIntosh	18,941	$ 92,053.26
50	Murray	13,904	$ 67,573.44
51	Muskogee	66,339	$ 322,407.54
52	Noble	10,924	$ 53,090.64
53	Nowata	9,320	$ 45,295.20
54	Okfuskee	11,310	$ 54,966.60
55	Oklahoma	796,292	$ 3,869,979.12
56	Okmulgee	36,706	$ 178,391.16
57	Osage	45,818	$ 222,675.48
58	Ottawa	30,285	$ 147,185.10
59	Pawnee	15,553	$ 75,587.58
60	Payne	81,646	$ 396,799.56
61	Pittsburg	43,773	$ 212,736.78
62	Pontotoc	38,065	$ 184,995.90
63	Pottawatomie	72,454	$ 352,126.44
64	Pushmataha	10,812	$ 52,546.32
65	Roger Mills	3,442	$ 16,728.12
66	Rogers	95,240	$ 462,866.40
67	Seminole	23,556	$ 114,482.16
68	Sequoyah	39,281	$ 190,905.66
69	Stephens	42,848	$ 208,241.28
70	Texas	21,384	$ 103,926.24
71	Tillman	6,968	$ 33,864.48
72	Tulsa	669,279	$ 3,252,695.94

OKLAHOMA COUNTY THRESHOLDS
FISCAL YEAR 2026
(at $4.86/CAPITA)

	COUNTY NAME	CENSUS 2020 POPULATION	DESIGNATION THRESHOLD
73	Wagoner	80,981	$ 393,567.66
74	Washington	52,455	$ 254,931.30
75	Washita	10,924	$ 53,090.64
76	Woods	8,624	$ 41,912.64
77	Woodward	20,470	$ 99,484.20
	Total	**3,959,353**	

FY26 State Declaration Threshold @ $1.94/Capita = $7,681,144.82

State Cost Share Adjustment Threshold @ $179/Capita = $708,724,187

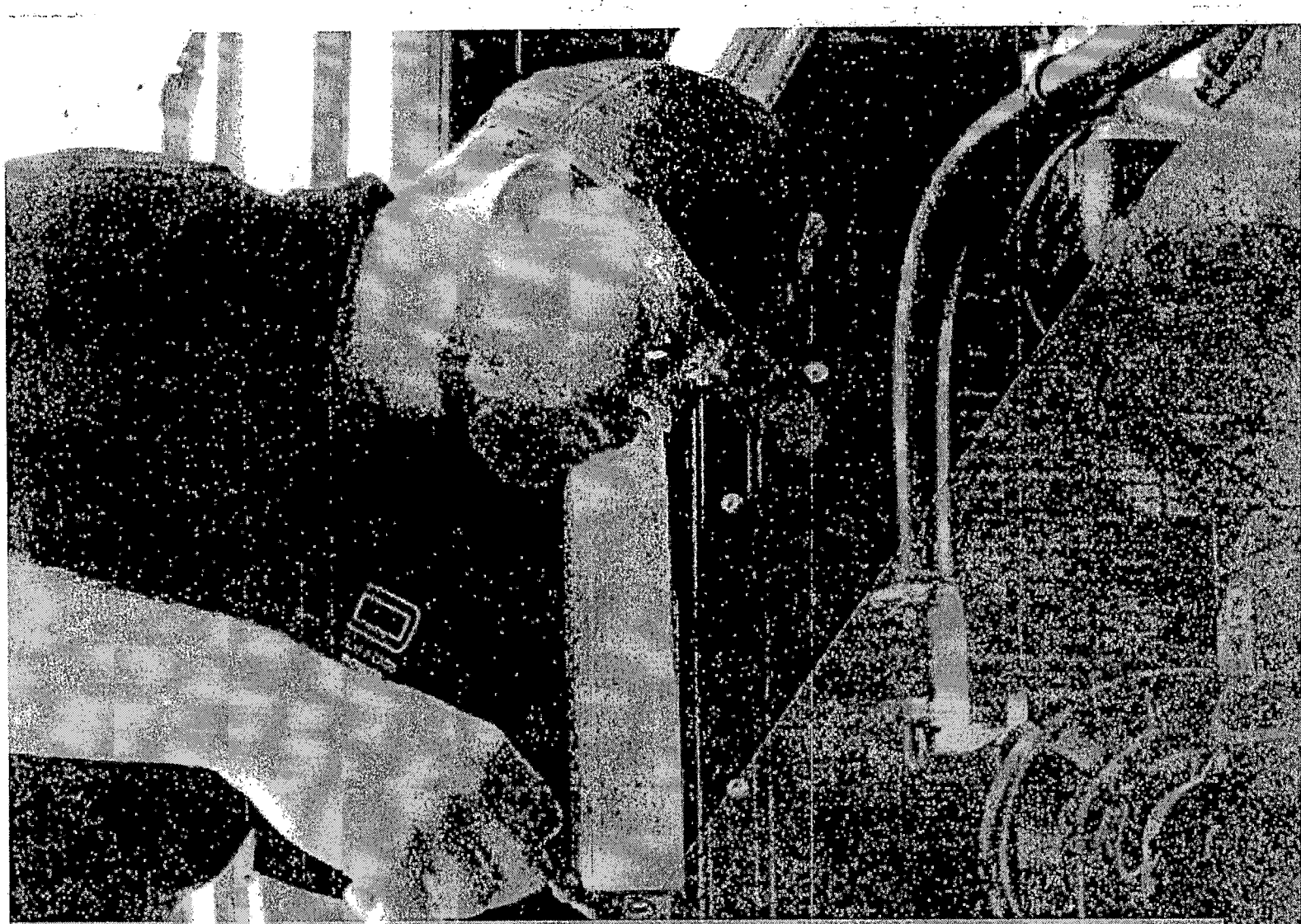
FY 25 State Declaration Threshold (Required for CY FMAG) $7,483,177

FMAG 2024 Calendar Year Thresholds (Calendar Year)

ICT	CCT
$364,260	$1,092,781

FMAG 2025 Calendar Year Thresholds (Calendar Year)

ICT	CCT
$374,159	$1,122,477



PITTSBURG COUNTY FIREFIGHTERS ASSOCIATION

PREPARED FOR:

ERIN BROGDON

Presented By:
Somer Wamble
(918) 359-2176
swamble@cliffordpower.com

CLIFFORD POWER

YOUR PARTNER IN DEPENDABLE POWER

Planned Maintenance (PM) Agreement

Clifford Power System, Inc ("CPS") agrees to provide Pittsburg County Firefighters Association ("Customer"), located at PO BOX 3884 McAlester, OK 74502, and Customer agrees to accept and pay for, parts and service necessary to perform periodic Planned Maintenance ("PM") of ("Equipment").

Payment Schedule

Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
1	$2,186												$2,186

Equipment PM Items and Optional Services

Service Location: Enterprise - 35.18309 , -95.33723 - Stigler, OK — **Location Total: $1,093**

GENERAC 25kW

Included PM Items

✓(1) 99-Point Inspection & Test

✓(1) Engine Service

Service Location: Daisy - 34.62942, -95.68822 - Daisy, OK — **Location Total: $1,093**

GENERAC 25kW

Included PM Items

✓(1) 99-Point Inspection & Test

✓(1) Engine Service

Terms & Conditions

This proposal will expire on July 22, 2026.

This agreement will be in accordance with the following terms and conditions for a period of 1 year. Coverage dates are 07/01/2026 to 06/30/2027. In consideration of the agreements herein contained:

1. **Customer agrees to:** Remit Amount of $2,186 for the first year of Planned Maintenance. Any optional Planned Maintenance service that the customer chooses to accept will be invoiced, in addition to the original Planned Maintenance fee, at the time the service is provided. Customer agrees to make payment upon receipt of invoice.
2. **CPS agrees to:** Perform Preventative Maintenance inspections and optional Preventative Maintenance items agreed to in this proposal. Work is to be performed during regular business hours 8:00 AM – 5:00 PM Monday through Friday.

   Customer will receive a copy of the CPS maintenance inspection report with all applicable areas filled out by the service technician. CPS shall also report any noted problems with Equipment and recommended courses of corrective action to the Customer.

3. **Customer also authorizes:** CPS to perform repairs deemed necessary for proper operation of the standby power system at time of inspection. The cost of repairs shall not exceed $0 without customer authorization, and shall be documented on the inspection report. Repairs estimated to exceed this amount will be referred to the Customer for action and additional authorization.
4. **Customer also authorizes:** CPS to perform a Diesel Fuel Top Off Service for an amount not to exceed $0 without customer authorization. This service shall be documented on the inspection report. Cost for fuel service will be invoiced separately at CPS prevailing labor and fuel rates. Service Trucks are capable of providing up to 100 gallons, if approved pricing covers costs.
5. **CPS warrants its work:** For a period of 30 days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, over-loading, over-speeding, repairs made by someone other than CPS, fire, flood, vandalism, theft or any other acts beyond the control of CPS, while under agreement.
6. **Failures of new parts installed by CPS:** Failure of any new part(s) installed by CPS during the course of maintenance service shall be covered by the manufacturer's warranty of said part(s).
7. **Renewal:** Renewal of this agreement will require a Purchase Order.
8. **Cancellation:** This agreement may be cancelled by either party with a 60 day written notification.
9. **Registration/Training Fees:** If Buyer requires Seller to register with an entity, or incur additional costs such as licensing or training specific to the servicing requirements of Buyer's account, then Buyer agrees to reimburse Seller all costs affiliated with these fees. Costs include direct fees for registration plus 20% for Seller's administration.
10. **Limit of Liability:** Clifford Power System, Inc.'s liability under this agreement, if any, shall be limited to the contract amount of this agreement in no event shall CPS be liable for any consequential, incidental or exemplary damages, including, but not limited to, loss of profits or down time.

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

By _____ Date _____ By Ron Selman Date 6/29/2024

Clifford Power Systems-Representative Customer-Representative

9310 E 46th St N, Tulsa, OK 74117 (918) 836-0066

O'HARA AND ADAMS
111 N. 6TH STREET
P.O. BOX 1387
CLINTON, OK 73601

PHONE: (580) 323-3964

RECEIVED
JUN 23 2026
BY _____

05/31/2026

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

Account No: 519

Previous Balance	Fees	Expenses	Advances	Payments	Balance
Cottage Park					
675.00	0.00	0.00	0.00	-525.00	$150.00
Infoura, LLC					
1,799.00	174.00	0.00	0.00	-1,199.00	$774.00
2,474.00	174.00	0.00	0.00	-1,724.00	$924.00

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: "O'HARA AND ADAMS, PLLC"

O'HARA AND ADAMS
111 N. 6TH STREET
P.O. BOX 1387
CLINTON, OK 73601

PHONE: (580) 323-3964

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

05/31/2026
Account No: 519-10
Statement No: 31926

Cottage Park

	Previous Balance	$675.00
	Payments	
05/20/2026	Fee Payment - Warrant #3672	-525.00
	Balance Due	$150.00

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: "O'HARA AND ADAMS, PLLC"

O'HARA AND ADAMS
111 N. 6TH STREET
P.O. BOX 1387
CLINTON, OK 73601

PHONE: (580) 323-3964

05/31/2026

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

Account No: 519-11
Statement No: 31927

Infoura, LLC

	Previous Balance	$1,799.00

Fees

		Hours	Amount
05/04/2026	[redacted]	[redacted]	
05/06/2026	[redacted]	[redacted]	
		[redacted]	174.00

Recapitulation

Timekeeper	Hours	Rate	Total
[redacted]	[redacted]	[redacted]	$174.00

	Total Current Work	174.00

Payments

05/20/2026	Fee Payment - Warrant #3673	-1,199.00
	Balance Due	$774.00

Pittsburg County

05/31/2026

Account No: 519-11

Statement No: 31927

Infoura, LLC

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: "O'HARA AND ADAMS, PLLC"

CARLTON LANDING

ACADEMY

CHARTER SCHOOL

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is made, this 13th day of August, 2026, by and between CARLTON LANDING ACADEMY (hereinafter "School District"), and the COUNTY OF PITTSBURG SHERIFF DEPARTMENT (hereinafter "Sheriff Department:) for the school year August, 2026 through May, 2027 as follows:

WITNESSETH:

WHEREAS, the Sheriff Department agrees to provide the School District a School Resources Officer (SRO) Program in the School District; and

WHEREAS, the School District and the Sheriff Department desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SROs in the School District;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Cost of the SRO Program.**

A. The cost of the SRO Program shall be paid by the School District to the individual SRO at $32.00/hour. Payment shall be paid within two weeks of services rendered.

B. The cost of a head SRO shall be paid by the School District to the individual SRO at $33.50/hour. Payment should be paid within two weeks of the services rendered.

2. **Employment of School Resource Officers.**

A. The SROs shall be employees of the Sheriff Department and shall be subject to the administration, supervision and control of the Sheriff Department.

B. The SROs shall be subject to all personnel policies and practices of the Sheriff Department except as such policies or practices may be modified by the terms and conditions of this Agreement.

C. The Sheriff's Office will provide the Deputy, the vehicle, and the fuel. The Sheriff's Office will also insure the SROs.

D. The Sheriff Department, in its sole discretion, shall have the power and authority to discipline SROs.

E. A joint committee composed of representatives of the Sheriff Department

and the School District shall make recommendations for the SRO positions to the Sheriff who shall assign such officers. If an administrator is dissatisfied with an SRO who has been assigned to that administrator's school, then that administrator may request that the Sheriff assign a different officer as the SRO for that school.

3. **Duty Hours.**

A. SRO duty hours shall be determined by the provisions of the labor agreement between the Sheriff Department and the School District. Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day: 7:40am - 3:40pm

B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.

C. In the event of an emergency, if one or more SROs are ordered by the Sheriff Department to leave their school during normal duty hours as described above and to perform other services for the Sheriff Department, then the time spent shall not be considered hours worked under this Agreement. In such an event, the compensation paid by the School District to the SRO shall be reduced by the number of hours of SRO service not provided to the School District or the hours shall be made up in a manner determined by mutual agreement of the parties.

D. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the Sheriff Department and the administrator of the school to which the SRO is assigned. The Sheriff Department will assign another SRO qualified officer, if available, to substitute for the SRO who is absent beginning with the sixth consecutive day of absence.

4. **Term of Agreement.**

This Agreement commences on the 13th day of August 2026, and ending on the 13th day of May 2027; however, should either party encounter budgetary constraints that make the continuation of this agreement impractical, then either party may cancel this agreement upon sixty days' notice to the other. Following the initial term, this agreement shall be automatically renewed for successive school year periods unless either party requests termination or modification of this agreement. This request will be made in writing.

5. **Duties of School Resource Officers.**

The SRO's duties will include, but not be limited to, the following:

A. To be an extension of the principal's office for assignments consistent with this Agreement.

B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus. As to school code violations, the SRO will take the student to the principal's office for discipline to be meted out by school officials.

C. To act as the designee of the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property. As to school code violations, the SRO will take the student to the principal's office for discipline to be meted out by school officials.

D. To provide a classroom resource for law education using approved materials.

E. To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.

F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.

G. To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.

H. To document activities of all SROs on and off campus and as a compiler of a monthly report to be provided to the Sheriff Department and to the principal of the assigned school.

I. The SRO will be involved in school discipline, When it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm; the SRO will resolve the problem to preserve the school climate. As to school code violations, the SRO will take the student to the principal's office for discipline to be meted out by school officials.

J. IN ALL OTHER CASES, disciplining students is a School District responsibility, and the SRO will take students who violate the code of conduct to the principal where school discipline can be meted out.

K. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the Sheriff Department or other agencies involving students on a campus served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).

L. The SRO will share information with the administrator about persons and conditions that pertain to campus safety concerns.

M. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency- and delinquency-prone youths and their families. Referrals will be made when necessary.

N. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.

O. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.

P. The SRO will patrol the town when there are quiet moments and students are in class.

Q. The SRO will run background checks on employees or potential employees working in Carlton Landing.

R. The SRO may ticket those who are driving under age or too fast in the community.

S. The SRO may be asked to provide community wide crime prevention presentations that include, but are not limited to:

Drugs and the law – Adult and juvenile;
Alcohol and the law – Adult and juvenile;
Sexual assault prevention – Adult and juvenile;
Safety programs – Adult and juvenile;
Assistance in other crime prevention programs as assigned.

T. The SROs will wear approved department uniform, formal business attire or

business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or Sheriff department. The Sheriff and the principal shall jointly set expectations and resolve any disputes in this area.

U. The SROs will wear their department authorized duty weapons in accordance with department policy.

V. To actively supervise the playground area ensuring staff and students are safe during all outdoor activities to include recess or outdoor classroom times.

6. **Chain of Command.**

A. As employees of the Sheriff Department, SROs will be subject to the chain of command of the Sheriff Department.

B. In the performance of their duties, SROs shall coordinate and communicate with the principal or the principals' designee of the school to which they are assigned.

7. **Transporting Students**

A. SROs shall not transport students in Sheriff Department vehicles except:

(1) When the students are victims of a crime, under arrest, or some other emergency circumstances exist; and

(2) When students are suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.

B. Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.

C. SROs shall notify school personnel upon removing a student from campus.

8. **Access to Education Records.**

A. School officials shall allow SROs to inspect and copy any public records

maintained by the school to the extent allowed by law.

B. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

C. If confidential student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

By: Ron Selman

Title: Chairman, Board of County Commissioners

By: _____

Title: _____

OKLAHOMA
OFFICE OF JUVENILE AFFAIRS

FY2027 MASTER CONTRACT
REGIONAL SECURE DETENTION
INCLUDING
TWO ONE-YEAR OPTIONS TO RENEW
FOR FY2028 AND FY2029

BOARD OF PITTSBURG COUNTY COMMISSIONERS

SHARON MILLINGTON, EXECUTIVE DIRECTOR

JEREMY EVANS, CHIEF OF PROGRAMS
RODNEY MCKNIGHT, EASTERN REGIONAL DIRECTOR

Master CRL2027/29-312

Schedule A: Allocation of Payments
Attachment A: Drug Testing Policy OAC: 377:3-11-1 through 12
Attachment B: OAC 377:3-13, Part 3. *Requirements for Secure Detention Facilities*
Attachment C: Assignment Affidavit 2027-2029

Secure Detention
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STATE OF OKLAHOMA
OKLAHOMA JUVENILE AFFAIRS
SECURE DETENTION

This agreement, consisting of 25 pages (the "Contract"), is hereby made between the Office of Juvenile Affairs ("OJA") and

Board of Pittsburg County Commissioners

(the "Contractor") and constitutes the entire agreement between OJA and Contractor and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

RECITALS

WHEREAS the board of county commissioners of every county shall provide for the temporary detention of children who are or may be subject to secure detention as required by 10A O.S. §2-3-103 herein after also referred to as the Service Recipient; and

WHEREAS "secure detention" means the temporary care of juveniles who require secure custody in physically restricting facilities: a.) while under the continuing jurisdiction of the court pending court disposition, or b.) pending placement by the Office of Juvenile Affairs after adjudication (10A O.S. §2-1-103); and

WHEREAS the board of county commissioners of every county shall provide for full temporary detention services and facilities according to the latest revision of the State Plan for Establishment of Juvenile Detention Services adopted by the Board of Juvenile Affairs ("State Plan") and the standards for juvenile detention services and facilities adopted by the Board of Juvenile Affairs, OAC 377:3-13, Part 3. *Requirements for Secure Detention Facilities*. Counties without a detention center shall contract with one or more counties to obtain access to detention services. Counties with detention centers must make available beds for use by counties without a detention center; and

WHEREAS, the boards of county commissioners of every county are authorized pursuant to Oklahoma Statutes (10A O.S. §2-3-103) to contract with a public agency, private agency, federally recognized tribe, or single or multi-county trust authority for the operation of a juvenile detention facility; and

WHEREAS, in the event the county enters into a management contract pursuant to 10A O.S. §2-3-103.C.4 with a privately operated detention facility ("Subcontractor"), the Subcontractor who provides juvenile detention services and operates the juvenile detention facility must demonstrate to the satisfaction of the board of county commissioners that:

1. the Subcontractor has the qualifications, experience, and personnel necessary to implement the terms of the Contract,
2. the financial condition of the Subcontractor is such that the term of the Contract can be fulfilled,
3. the Subcontractor has the ability to obtain insurance or provide self-insurance to indemnify the county against possible lawsuits and to compensate the county for any property damage or expenses incurred during the private operation of the juvenile detention facility, and

4. the Subcontractor has the ability to comply with applicable court orders and standards for juvenile detention services and facilities adopted by the Board of Juvenile Affairs, OAC 377:3-13, Part 3. *Requirements for Secure Detention Facilities.*

WHEREAS, pursuant to 10A O.S. §2-3-103., expenses incurred in carrying out the provisions of 10A O.S. §2-3-101 and §2-3-103 shall be paid from the general fund of the county or from other public funds lawfully appropriated for such purposes, or from private funds that are available for such purposes; and

WHEREAS, pursuant to 10A O.S. §2-7-401.B, OJA shall establish a system of rates for the reimbursement of secure detention costs to counties, the methodology of which may include, but not be limited to, consideration of detention costs, the size of the facility, services provided and geographic location; and

WHEREAS, any compensation to which Contractor is entitled for allowable services provided prior to the beginning of the contract period or the date a purchase order is issued, whichever is later, shall be paid pursuant to methods provided by Office of Management and Enterprise Services (OMES) procedures.

NOW THEREFORE, the parties agree as follows:

I. CONTRACT PERIOD

A. Base Year

The term of the Contract is from the latter of July 1, 2026, or the date of execution through June 30, 2027. The Contract may be renewed for two additional one-year periods at the same or modified terms and conditions as follows:

- 1st Option Period: FY2028– July 1, 2027, through June 30, 2028
- 2nd Option Period: FY2029 – July 1, 2028, through June 30, 2029

B. Options to Renew

Renewals shall be accomplished by the issuance of a change order by the Office of Juvenile Affairs. Either party must give 30 days' notice if it does not intend to renew the Contract. Renewal of the Contract does not waive any form of cancellation that is available through the Contract.

Work done before the effective date of the Contract is at the Contractor's risk. Option periods are not considered within the Contract's effective date unless the Contract is renewed by OJA for the option period.

II. COMPENSATION

A. Reimbursement Rate and Conditions for Payment

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

- appropriations reductions;
- budget reductions;

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

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

1208 N. West Street, McAlester, Oklahoma

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

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

Request for Reconsideration

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

If there are no youth in a facility, the Contract will still be in force until cancellation or expiration, but all beds will be considered to be off-line and not eligible for payment.

1. **Payment**

Payment for services by OJA will be made only upon verification that Contractor has provided its 15% share as required by 10A O.S. §2-7-401 with regard to the number of beds provided for in the Contract and upon receipt of a documented claim from the Contractor in the format and in accordance with the procedures prescribed by OJA. Contractor agrees to maintain current banking information at the Office of Management and Enterprise Services (OMES) to provide for payment by electronic funds transfer.

Effective November 1, 2020, the rate used for reimbursement shall be one hundred percent (100%) of the approved rate for the Office of Juvenile Affairs for a child in the custody of the Office of Juvenile Affairs after adjudication and disposition who is held in a juvenile detention facility when the child is pending a placement consistent with the treatment needs of that child as identified by the Office of Juvenile Affairs through

the adoption of the disposition plan and a specified placement has been identified. The 100% rate will only apply for the time period that a specific placement has been determined, and the youth is legally and technically eligible for the placement but transfer to the placement cannot be achieved.

2. **Subcontracting**

A. Should the Contractor elect to enter into a management subcontract pursuant to 10A O.S. §2-3-103, and Contractor wishes to assign payment to the subcontractor, Contractor shall submit to OJA an assignment affidavit, granting OJA authority to pay the subcontractor directly for the duration of this Contract and any subsequent renewals. The subcontractor must also be properly registered as a supplier with OMES and must comply with all OMES requirements for payment. Contractor shall notify OJA of any changes in subcontractor to ensure payment is assigned to the appropriate entity. See Attachment C, for assignment affidavit. An updated assignment affidavit is required for any change in subcontractor.

OJA will pay the subcontractor upon receipt of a properly documented claim in the format and in accordance with the procedures prescribed by OJA. Contractor shall require the subcontractor to submit to Contractor a copy of any claim submitted to OJA. Detention Providers shall provide a list of subcontractors for detention services at the beginning of the fiscal year, including effective dates of the contract, to the OJA Detention Program Manager via email. Notice of any new or cancelled contracts shall be sent to the OJA Detention Program Manager within fifteen (15) days of the effective or cancellation date.

B. Detention Subcontracts with other Counties for Bed Utilization

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

3. **Schedule A – Schedule of Payments**

For the cost of operations and services during the term of the Contract, OJA will reimburse up to the amount indicated on Schedule A, which shall be revised if necessary for any option years that are exercised. If required, a revised Schedule A will be included with the change order issued to renew Contract.

4. Financial Information

In order to meet the statutory requirements of setting detention rates, from time-to-time OJA will need to gather information necessary to develop fair and equitable detention rates. In addition to the requirements of III. R. "Records", Contractor agrees to provide on request detailed expenditure reports and allow for examinations of original documentation of expenditures allocated to the detention facility. When preparing expenditure reports, contractor shall take care to only allocate cost directly applicable

to the operation of the detention facility.

If OJA determines that a more extensive review is needed, OJA is authorized to conduct, through a contractual arrangement with an independent auditor at OJA's expense, a financial and programmatic audit of the detention center operations.

III. III. STANDARD TERMS AND CONDITIONS

A. Assignment and Subcontracting

1. Assignment

Contractor understands and agrees that the services required under this Contract shall not be assigned or transferred without written authorization from OJA's Executive Director or designee.

2. Subcontracting

Contractor understands and agrees that the services required under this contract shall not be subcontracted, in whole or in part, without written authorization from OJA's Executive Director or designee. If authorized, Contractor shall supply OJA with a copy of any subcontract issued. The terms of this Contract shall be included in each authorized subcontract and shall provide OJA with the authority to directly monitor the subcontractor's compliance with the terms of the subcontract.

The existence of a subcontract shall not relieve Contractor of any of Contractor's responsibilities in the performance of this Contract.

3. Subcontract Modification

Any changes to a subcontract of Contractor shall be treated as a new subcontract and the requirements of this Section III(A) shall apply.

B. Audit

1. Federal Funds

In accordance with 2 CFR § 200.501(a), a non-Federal entity that expends $1,000,000.00 or more in Federal awards during the non-Federal entity's fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of § 200.501(a).

In accordance with 2 CFR § 200.501(b), a non-Federal entity that expends $1,000,000.00 or more in Federal awards during the non-Federal entity's fiscal year must have a single audit conducted for that year in accordance with § 200.514 except when it elects to have a program-specific audit conducted in accordance with paragraph (c) or (d) of § 200.501.

In accordance with 2 CFR § 200.514(a), the audit must be conducted in accordance with the Generally Accepted Government Auditing Standards ("GAGAS"). The audit must cover the entire operations of the auditee, or, at the option of the auditee, such audit must include a series of audits that cover departments, agencies, and other organizational units that expended or otherwise administered Federal awards during such audit period, provided that each such audit must encompass the financial statements and schedule of expenditures of Federal awards for each such department, agency, and other organizational unit, which must be considered to be a non-Federal

entity. The financial statements and schedule of expenditures of Federal awards must be for the same audit period.

2. **State Funds**

Corporations, both for-profit and non-profit, and governmental entities that receive $100,000 or more in a year in state funds from OJA shall have a certified independent audit of its operations conducted in accordance with Government Audit Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles ("GAAP"), and the report shall include a Supplementary Schedule of Awards listing all state and federal funds by contract and a Supplementary Schedule of Revenue and Expenditures by function and funding source.

3. **Auditor Approval and Audit Distribution**

Any audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma, and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Audit Standards. OJA retains the authority to examine the work papers of the auditor.

Contractor shall submit an electronic copy of the annual audit report to OJA via email to: audits@oja.ok.gov, with a copy of the management letter to all audit findings, if applicable, within one hundred and sixty (160) days of the end of the Contract Term or renewal period, respectively. Contractor shall submit a copy of the corrective action plan to all audit findings within sixty (60) days of the audit being issued. In the event Contractor is unable to provide the audit report within the time specified, Contractor shall submit a written request to OJA, at the email address listed in this paragraph, for an extension citing the reason for the delay. If Contractor fails to timely provide annual audit report and management letter to all audit findings, if applicable, OJA reserves the right to recuperate monies for claims paid to Contractor and suspend payment to Contractor for costs owed pursuant to this Contract.

C. **Certifications**

Contractor certifies the following:

1. **Debarment or Suspension**

Contractor and any subcontractor agree to the following conditions and certify to the best of their knowledge and belief that they and their principals or participants:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local entity;

b. have not within a three (3)-year period preceding this Contract been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local); and,

d. have not, within a three (3)-year period preceding this Contract, had one (1) or more public (Federal, State, or local) contracts terminated for cause or default.

2. **Prohibition of State Employees Participating in the Development of the Contract**

   Pursuant to 74 O.S. § 85.42, the parties to this contract certify that no person involved in any manner in the development of this contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under the said contract.

3. **Israel Boycott Certification**

   Pursuant to 74 O.S. § 582, Contractor hereby certifies that it does not currently boycott any goods or services from the Nation-State of Israel that constitute(s) an integral part of business conducted or sought to be conducted with the State of Oklahoma.

4. **Energy Boycott Certification**

   Pursuant to 74 O.S. § 12005, Contractor hereby certifies that it neither (1) currently boycotts any energy companies nor (2) will boycott any energy companies during the term of this contract.

5. **Non-Collusion Certification**

   Pursuant to 74 O.S. § 85.22, the undersigned Contractor certifies that neither Contractor nor anyone subject to its direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this Agreement. Contractor shall disclose any known business or familial relationships then in effect or which existed within one (1) year prior to the date of the disclosure between any officer of the Contractor and any officer or employee of OJA.

6. **Non-Duplication (Uniqueness) Clause**

   Pursuant to 74 O.S. § 85.41(F), to the extent this Agreement covers professional services in which the final product is a written proposal, report, or study, the undersigned Contractor certifies it has not previously provided the contracted State agency or another State agency with a final product that is substantial duplication of the final product to be rendered under this Agreement.

7. **E-Verify Clause**

   Pursuant to 25 O.S. § 1313, Contractor certifies that it and all approved subcontractors, whether known or unknown at the time this Contract is executed, awarded, or becomes effective, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes but is not limited to the free Employee Verification Program ("E-Verify") available at: www.uscis.gov/e-verify.

8. **Firearms Non-Discrimination**

   Pursuant to 21 O.S. § 1289.31, Contractor certifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association. Contractor further certifies that it will not discriminate against a firearm entity or firearm trade association during the term of the contract.

D. **Civil Rights**

Contractor shall comply, and will require any subcontractors to comply, with all nondiscrimination requirements imposed by law. There shall be no discrimination against any person or group of persons on account of race, color, religion, creed, national origin, gender, age, military status, disability, or any other lawfully protected status in the performance of this Contract.

Contractor agrees that in the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing against Contractor or a subcontractor, Contractor shall forward a copy of the finding to OJA, who will forward to the appropriate authorities. Further, Contractor agrees to fully cooperate with any investigation, request for information, legal proceeding, or other such matters related to such complaint(s). Contractor also agrees to immediately notify OJA's Advocate General in writing of any and all civil rights complaint(s) by persons receiving services under this Contract. Notifications to OJA's Advocate General shall be sent by email to: advocategeneral@oja.ok.gov.

E. **Communications**

1. **Notices**

Except as otherwise provided in this Contract, all notices and requests required or permitted by this Contract shall be in writing and shall be deemed to have been duly given (i) if delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (ii) if mailed by certified mail with postage prepaid, on the third (3rd) business day after the date on which it is mailed to the party at the address listed in Exhibit A.

The parties agree it is the responsibility of each party to maintain correct contact information. Parties may change their contact information by providing notice of such change pursuant to this section.

2. **Next Business Day**

In the event either party is required by this Contract to perform any action or delivery on a Saturday, Sunday, or any holiday observed by the Federal Reserve, such party may perform the action or delivery on the following business day.

3. **Electronic Transactions**

All transactions related to the Contract may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act. See 12A O.S. § 15-101 et seq.

F. **Compliance with Laws, Statutes, and Regulations**

Contractor and any approved subcontractors shall comply with all applicable state and federal laws, including any regulations and rules promulgated by any governmental authorities and which are applicable to this Contract. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by OJA. Contractor will comply with all applicable laws, including but not limited to the Health Insurance Portability and Accountability act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act

("HITECH"), Family Educational Rights and Privacy Act ("FERPA"), and any applicable regulations regarding the confidentiality of substance abuse treatment records in accordance with 42 CFR Part 2.

1. **Choice of Law**

   Any claims, disputes, or litigation relating to the Contract shall be governed by the laws of the State of Oklahoma without reference to principles of conflict of laws.

2. **Choice of Venue**

   Venue for any action, claim, dispute, or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

3. **Limitation of Liability**

   No provision of the Agreement, attachments to this Agreement, or documents incorporated into this Agreement by reference providing for a limitation of liability of OJA shall be enforceable against OJA except to the extent permitted by Oklahoma law. Notwithstanding any provisions to the contrary in the Agreement or attachments to this Agreement, Oklahoma law will govern the interpretation and enforceability of any limitation of liability, indemnity, or exculpation provision in the Agreement or attachments to this Agreement.

4. **Oklahoma Open Records Act**

   As a public body, OJA is subject to the Oklahoma Open Records Act ("ORA"). See 51 O.S. § 24A.1 et seq. While certain privacy interests of individuals are protected in specific exceptions to the ORA or in the statutes which authorize, create, or require the records, except where specific state or federal statutes create a confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor a reasonable expectation that this information will be kept from public access. The ORA requires that a public body shall at all times bear the burden of establishing such records are protected by such confidential privilege.

5. **Family Educational Rights and Privacy Act**

   Contractor agrees to comply with applicable provisions of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, as well as other relevant laws and regulations applicable to the confidentiality of student education information and records. Contractor acknowledges that, during the course of performing its contractual duties, it may have access to confidential education records, as defined by FERPA, and Contractor agrees that it will not disclose any such education information or records except to perform its duties under this Agreement or as required by law.

6. **Entire Agreement**

   This Contract, together with all attachments, exhibits, and schedules, constitutes the entire agreement between the parties. No statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. Contractor's representations and certifications, including any completed electronically, are incorporated by reference into this Contract.

7. **Confidentiality**

Contractor shall comply with all applicable federal and state laws and regulations to ensure that any confidential information, including personally identifiable information of youth and families served by Contractor, is safeguarded from any unauthorized, improper disclosure. Contractor agrees this confidentiality provision will survive the expiration or termination of this Contract.

8. **Lobbying**

Contractor certifies that neither state nor federal funds have been or will be used to influence the award of this Contract.

9. **E-Verification Policy and Procedure**

To comply with federal regulations of the Immigration Reform and Control Act ("IRCA"), all employees are required to complete an Employment Eligibility Verification form (I-9 form). This law applies to all individuals hired, including part-time/temporary employees and students. E-Verification is a web-based program administered by the U.S. Department of Homeland Security, USCIS Verification Division, and the Social Security Administration that supplements the current I-9 employment eligibility verification process. The program determines whether the information provided by the new hire matches government records and whether the new hire is authorized to work in the United States.

G. **Contract Modification**

Any modification or amendments to this Contract must be in writing, agreed to by both parties, and approved by OJA.

H. **Contract Structure**

1. **Headings**

The headings contained in this Contract are for reference and convenience purposes only and shall not affect in any way the meaning or interpretation of this Contract, nor shall they be deemed a part of this Contract.

2. **No Construction**

This Contract is the product of negotiations between the parties and their respective counsel, has been jointly drafted, and shall not be construed for or against either party. This Contract shall be interpreted in accordance with the fair meaning of its language.

3. **Waiver**

The waiver of the breach of any term or provision of this Contract shall not operate as or be construed to be a waiver of any other or subsequent breach of this Contract.

I. **Drug-Free Workplace**

Contractor agrees that Contractor and Contractor's employees and agents shall not engage in or allow the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing under this Contract. Contractor agrees to require all subcontractors under this Contract to abide by this provision.

Unless prohibited by law, Contractor shall maintain a policy for testing employees for the use of alcohol and illegal drugs.

J. **Duplicate Billing Prohibition**

Contractor shall not bill OJA for services required under this Contract for which Contractor has already received or will receive compensation for the same services from OJA or another source. Contractor may seek additional funding from another source to enhance the services for which OJA is providing compensation.

K. **Extension Option**

In addition to any option period that may be available, if, in the opinion of OJA's Executive Director, it is in the best interest of the State to extend this Contract, Contractor shall be notified of the Executive Director's intent at least thirty (30) days prior to the expiration date of this Contract. Contractor shall have fifteen (15) calendar days to respond to the Executive Director's intent to extend the term and period of performance of this Contract. If Contractor agrees to the extension, all terms and conditions including pricing of this Contract shall apply unless more favorable terms for the State have been negotiated.

L. **Indemnity**

1. **Non-Governmental Entities**

Contractor shall indemnify and hold the Board of Juvenile Affairs and its members, OJA, and OJA's officers, directors, and employees harmless from any and all assessments, judgments, and claims, including for bodily injuries, property damages, and other liabilities, arising from Contractor's, or any authorized subcontractor's, actions, inactions, or other conduct related to or arising from this Contract, including but not limited to, costs, including attorneys' fees, and legal and other reasonable expenses.

2. **Governmental Entities**

Unless prohibited by Article 10 of the Oklahoma Constitution and the Governmental Tort Claim Act, 51 O.S. §§ 151-200, Contractor agrees, to the extent allowed by law, to indemnify and hold the Board of Juvenile Affairs and its members, OJA, and its officers, directors, and employees ("Indemnified Parties") harmless from any and all bodily injuries, property damages, civil rights violations, deficiencies or liabilities resulting from any action, inaction or conduct on the part of Contractor or authorized subcontractor, or non-fulfillment of any term or condition of this Contract.

3. **Notice and Cooperation**

In connection with indemnification obligations under the Contract, Contractor agrees to furnish prompt written notice to OJA of any third-party claim. Contractor shall use counsel reasonably experienced in the subject matter at issue and approved by OJA, and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of this contract.

4. Coordination of Defense

In connection with the indemnification obligations under this Contract, when the State or OJA is a named defendant in any filed or threatened lawsuit, the defense of the State or OJA shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize Contractor to control the defense and any related settlement negotiations; provided, however, Contractor shall not agree to any settlement of claims against OJA without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Contractor, Contractor shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

M. **Maintenance of Insurance, Payment of Taxes, and Workers' Compensation**

1. Insurance Coverage Requirement

As a condition of this contract, Contractor shall procure at its own expense and provide proof of insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Contractor shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better. Supplier may not commence performance hereunder until such proof has been provided.

2. Minimum Insurance Coverage Requirements

Additionally, Contractor shall ensure each insurance policy includes a notice of cancellation and includes the State of Oklahoma and OJA as certificate holder and shall promptly provide proof to the OJA of any renewals, additions, or changes to such insurance coverage. Contractor's obligation to maintain insurance coverage under this contract is a continuing obligation until Contractor has no further obligation under this contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. The minimum acceptable insurance limits of liability are as follows:

a. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;

b. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than $2,000,000 per occurrence;

c. Automobile Liability Insurance with limits of liability of not less than $2,000,000 combined single limit each accident

d. Directors and Officers Insurance which shall include Employment Practices Liability as well as Contractor's Computer Errors and Omissions Coverage, if information technology services are provided under the contract, with limits not less than $1,000,000 per occurrence;

e. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Contractor's computer systems that results in unauthorized access to Customer data with limits $5,000,000 per occurrence; and,

f. Sexual Abuse and Molestation Insurance with limits $1,000,000 per occurrence.

3. **Responsibility for Liability and Taxes**

Contractor shall be entirely responsible for the liability and payment of taxes payable by or assessed to Contractor or Contractor's employees, agents and subcontractors, of whatever kind, in connection with this Contract. Contractor further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. Neither OJA nor the State shall be liable to Contractor, Contractor's employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or OJA employee.

4. **Notification of Claims**

Contractor agrees to indemnify OJA, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under this Contract.

5. **Limitation on Covered Entities**

Clauses in which the State or OJA agrees to purchase liability insurance covering the subject matter of the Contract are void absent specific legislation, and clauses attempting to add a private entity as an additional insured on a policy purchased with public funds are prohibited.

N. **Monitoring and Financial Compliance Review**

OJA, through any authorized representative, has the authority, at reasonable times, to inspect, investigate, or otherwise evaluate the services performed under this Contract and financial transactions related thereto. Any inspection, investigation, or evaluation may be conducted on the premises where the services are being performed. If any inspection, investigation, or evaluation is conducted by OJA, Contractor shall provide all reasonable assistance necessary. All inspections, investigations, or evaluations performed by OJA will occur in such manner as not to unduly interfere with Contractor's performance of the services. Contractor agrees that OJA shall have access to and the authority to examine and copy all records related to services provided related to this Contract at any time during the period such records are required to be maintained or retained by Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

O. **No Employment Relationship**

In the performance of all services rendered under this Contract, Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed so as to create a relationship of employer and employee, partnership, principal and agent, or joint venture as between the parties.

P. **No Grant of Authority**

Nothing in this Contract shall be construed as conferring upon Contractor the authority to assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the service recipient, and Contractor agrees not to assume or incur any such liability or obligation without the prior express written consent of the OJA.

Q. **Prior Unmet Contractual Obligations**

If there are previous contracts for this service, under this Contract, OJA has the authority to suspend payment to Contractor in the event Contractor has not met its contractual obligations for submission of reports, schedules, audits, or other documentation required by a prior year's contract. Such suspension of payments to Contractor shall continue until such required documents are received by OJA.

R. **Records**

As used in this clause, "records" includes books, documents, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and any other data, regardless of type and regardless of whether such items are in written form, in the form of electronic data or in any other form. In accepting a contract with the State, Contractor agrees any pertinent State or Federal agency or governing entity of OJA has the authority to examine and audit, at no additional cost to OJA, all records relevant to performance of this Contract. Contractor is required to retain all records relative to this Contract for the duration of this Contract term and for a period of seven (7) years following completion and/or termination of this Contract. If an audit, litigation, or other action involving such records commences before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

S. **Responsibility for Actions of Employees**

The parties intend that each shall be responsible for their own acts or omissions, whether intentional or negligent. OJA shall be responsible for the acts and omissions of its officers and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq. Contractor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

T. **Restriction on Advertising, Communications, Publications, Publicity and References**

The parties agree that neither Contractor nor any of its employees or any other person assisting with the services to be performed under this Contract, shall publish any

material, including on-line publications, or speak to or otherwise communicate with any representative of a television station, radio station, newspaper, magazine, media website, or any other media outlet concerning the work outlined or contemplated by this contract without first obtaining approval of OJA's Executive Director.

Contractor shall not state or imply in any manner, including in commercial advertising, that its services are endorsed by OJA. OJA may not be used as a reference for Contractor without the OJA Executive Director's prior approval.

U. **Severability**

If any provision under this Contract, or its application to any person or circumstance, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

V. **Termination**

1. **For Convenience**

Either party may terminate this Contract by giving the other party thirty (30) days' written notice of the termination. If OJA is terminating, the Notice of Termination shall be written on agency letterhead. If Contractor is terminating, in addition to the notice requirements in Section III(C), a courtesy copy of the termination notice may be emailed to: procurement@oja.ok.gov, with the subject line as 'Notice of Termination."

2. **For Cause**

If either party fails to comply with the terms and conditions herein, either party may, upon written notice of such noncompliance via Certified Mail, terminate this Contract. Such termination shall be in addition to any other rights and remedies provided by law. If this Contract is terminated, OJA shall be liable only for payment under the payment provisions of this Contract for goods and services rendered before the effective date of termination.

3. **Termination/ Contract Reduction Due to Lack of Funding**

OJA may terminate this Contract in the event that OJA is not granted funding to pay for the services herein described, or in the event that funding is lost due to either a reduction in the budget, reallocation of budgeted funds, or failure to receive funds from an intended third-party funding source.

OJA shall notify Contractor of any such termination by certified mail. The effective date of termination shall be specified in the notice. In the event of such insufficiency, OJA will provide Contractor with at least thirty (30) days' written notice of termination.

In the event OJA experiences a budget reduction, revenue failure, or reallocates funding at its discretion, OJA may reduce this Contract. Notice of such reduction shall be sent in writing to Contractor.

4. **Termination Due to Abuse**

The Contract may be immediately terminated in the event OJA substantiates or receives substantiation of allegations that Contractor willfully or negligently allowed citizens to be abused.

In addition, Contractor shall be subject to immediate cancellation of Contract for the following:

a. Interfering with an abuse, neglect, or maltreatment investigation;

b. Allowing its employees to interfere with an investigation or retaliating against any employee for reporting or cooperating in such investigation; or,

c. Denying the assigned investigator immediate and direct access to Contractor employees, facilities, clients, places, or records of any type related to services provided under the Contract.

W. **Unallowable Costs**

In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended OJA funds for unallowable costs on this Contract or any previous contract, Contractor shall reimburse OJA in full for all such costs on demand. OJA may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to Contractor under this Contract or other contracts.

X. **Venue and Governing Law**

This Contract is to be construed under the laws of the State of Oklahoma and Contractor agrees that the venue for any litigation arising out of this Contract shall be in the District Court of Oklahoma County, Oklahoma.

IV. SPECIAL TERMS AND CONDITIONS

A. **Access to Services**

Contractor shall not restrict access to services under the Contract based on the Service Recipient's inability or refusal to pay for such services.

B. **Client Confidentiality**

Contractor agrees to comply with OJA's requirement regarding absolute protection, use of, and release of personal client information consistent with 10A O.S. §2-6-101, *et seq.* and OJA rules. Further, Contractor agrees to hold confidential all personal information about clients served under the Contract, including lists of names, addresses, photographs, evaluations, and all other records about clients.

C. **Liability**

Pursuant to 10A O.S. §2-3-103.C.7, the operation of a juvenile detention facility by a county shall constitute a quasi-judicial function and a function of the State of Oklahoma for purposes of the Eleventh Amendment to the United States Constitution. In addition, no subcontract for the operation of a juvenile detention facility shall be awarded until the subcontractor demonstrates to the satisfaction of Contractor that the subcontractor has obtained liability insurance with the limits specified by the Governmental Tort Claims Act (Title 51, §151 *et seq.*) against lawsuits arising from the operation of the juvenile detention

facility by the Contractor.

D. **Prior OJA Employment**

Contractor hereby certifies that at the start of the contract period no members of its board or officers are former OJA employees who were employed by OJA during the prior twelve (12) months.

E. **Reporting Child Abuse**

If Contractor knows or has reason to believe or reason to suspect any juvenile has been subject to abuse or neglect by any person, the Contractor must immediately report the matter to the Department of Human Services Hot Line at 1-800-522-3511 and to the OJA Advocate General at advocates@oja.ok.gov . Failure to report is a violation of Oklahoma law and is subject to prosecution. Failure to report suspected or actual abuse or neglect or failure to cooperate in investigations of abuse or neglect may result in immediate cancellation of the Contract at the sole discretion of OJA. In addition, Contractor shall comply with the requirements of Title 10A O. S. § 1-2-101 et seq.

In addition, pursuant to Title 10A O.S. § 2-8-302, any employee, contractor, volunteer, or third party working in or around a state-run juvenile facility, private contractor, or group home under the supervision of the Office of Juvenile Affairs or any county facility which detains juveniles, who becomes aware of, witnesses, or suspects any form of sexual misconduct, coercive relationships, or exploitation between staff, volunteers, or contractors and juveniles, shall be required to immediately report the incident to both the facility supervisor and the Office of Juvenile System Oversight for independent investigation at https://occy.eteam.ou.edu/#/online-complaint or (405) 606-4936. Furthermore, contractor shall comply with the requirements of Title 10A O.S. § 2-8-301 et seq.

F. **Termination Due to Abuse**

This Contract may be canceled immediately in the event OJA substantiates allegations that Contractor willfully or through gross negligence allowed youth in residence to be abused. This contract shall be subject to immediate cancellation for the following:

- Interfering with an abuse, neglect or mistreatment investigation.
- Allowing its employees to interfere with or retaliate against any employee reporting or cooperating in such investigation; or
- Denying the assigned investigator immediate and direct access to Contractor's employees, facilities, clients, places, and records of any type regarding detention services provided by Contractor.
- In the event a Notice of Cancellation is issued, Contractor shall have the right to request a review of such decision as provided by the rules and regulations as promulgated by the Oklahoma Office of Management and Enterprise Services, Central Purchasing Division.

G. **Critical Incidents**

"Critical incident" means an occurrence or set of events inconsistent with the routine

operation of the facility, or the routine care of the resident. Critical incidents include but are not limited to the following:

1. Any incident involving an injury/illness or alleged injury/illness that requires emergency medical treatment,
2. AWOL or attempted AWOL,
3. Any incident that may be considered neglect or abuse of a resident by caregivers,
4. Any incident that may be of interest to the media,
5. Any natural disaster,
6. Any actual or suspected arson; activation or possession of explosives or other destructive materials,
7. Acts of violence,
8. Adverse drug events and incidents involving medication mishandling,
9. Self-destructive behavior,
10. Death and injuries to residents, personnel, volunteers and visitors,
11. Unauthorized disclosure of information, and
12. Other unexpected events potentially subject to litigation.

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

H. **Prison Rape Elimination Act (PREA)**

If applicable, contractor agrees to comply with all requirements of the Prison Rape Elimination Act (PREA), 42 U.S.C. § 15601 et seq., and associated regulations, 28 C.F.R. Part 115.

I. **Notice of any Proposed Changes in Ownership or Operation**

OJA shall be notified no later than thirty (30) days in advance of any anticipated, proposed, or actual changes in services, ownership or operation of detention facility. Changes due to emergencies where the thirty (30) day notice requirement cannot be met require immediate notification.

J. **Training**

Contractor shall develop and implement a training program in accordance with the standards and requirements of OAC 377:3-13-43, *et seq.*, for all facility staff. Contractor will submit a copy of the training program to OJA upon request.

Contractor agrees to coordinate with OJA to make detention workers and applicable staff available for training provided by OJA, either directly by OJA staff or through a third-party

arrangement. OJA will be responsible for the cost of training provided by OJA.

All parties, to include but not limited to: County Commissioners, Judiciary, District Attorney, and the Detention Center Administrator shall attend OJA Detention Use training annually. OJA staff will coordinate with these parties to offer dates, times and locations for such training.

Prior to engaging in any restraints, all direct-care staff shall receive appropriate training in techniques and procedures related to Use of Force Policy and on Reporting Abuse and Neglect. Within the first year of employment, all direct-care staff shall complete an approved/certified class on behavior management, e.g., HWC, MAB, the Mandt System training, CPI, etc.; the course shall be nationally recognized and shall be an evidence-based program. All direct-care staff shall complete all subsequent mandated training.

K. **Use of Tobacco**

Contractor shall prohibit possession or use of tobacco products and vaping devices and products within the facility or grounds of the facility. Tobacco use shall also be prohibited outside the facility in areas that are within sight of the residents.

L. **Contract Suspension**

In lieu of Contract termination, OJA may elect to suspend contract to allow time for approved corrective measures to be enacted and evaluated. OJA may suspend all or a portion of funding until such time as the issue creating the suspension has been resolved. After a thirty (30) day period of suspension, either party may provide notice to immediately terminate the contract.

M. **Notice of Termination**

In addition to terms listed in Section III. "General Terms and Conditions" Section V. "Termination", if Contractor provides notice of termination and OJA is able to move all residents in the center before the thirty (30) days, the contract and payment will cease on the last day that residents are in the center.

N. **Outside Communications**

Contractor shall not state or imply that the programming services offered within the secure detention center are endorsed by OJA without prior authorization.

V. PROGRAM REQUIREMENTS

A. Full-Service Detention Facility and Services

The Contractor shall provide a full-service detention facility and full-service detention services as required in OAC 377:3-13, Part 3. *Requirements for Secure Detention Facilities.*

B. Regional Secure Beds (Specific to Oklahoma County)

The provision of "Regional beds" shall only occur if a contract exists between Oklahoma County and the sending county or counties, subject to space availability. The "Regional Rate" shall be set at the sole discretion of Oklahoma County. Said rate will ensure no

expenditure of Oklahoma County Ad Valorem funds, or other sources of revenue, will be used in whole, or in part, to subsidize the provision of programs and services, including secure detention, for another county or counties.

C. **Standards for Certification**

The detention services at the juvenile detention facility must meet the standards and requirements for certification established by the Board of Juvenile Affairs embodied at OAC 377:3-13-1, *et seq*.

D. **Performance Review**

During the term of the Contract OJA shall review the performance of Contractor and any entity with which Contractor enters into a subcontract to provide a juvenile detention facility or services under the Contract, pursuant to the standards and requirements for certification established by the Board of Juvenile Affairs embodied at OAC 377:3-13-6, *et seq*.

E. **Grievance System**

Contractor shall operate a system for resolution of grievances by recipients of the programming services provided under the Contract in accordance with OAC 377:3-13-126, *et seq*.

F. **Right to Inspection**

OJA at all times shall have access to OJA custody youth detained in the facility.

G. **Juvenile Online Tracking System**

The Juvenile On-line Tracking System (JOLTS), designed by OJA, is a statewide management information system for all children, youth and their families served by critical programs and services administered by or contracted by OJA. Among other purposes, OJA utilizes information obtained through JOLTS to fulfill its statutory duty to provide annual reports pertaining to programs and services.

As an integral component of Oklahoma's juvenile justice system, Contractor shall be on-line with JOLTS and shall enter case specific data on JOLTS referencing every client served during this contract period. OJA will be responsible for providing Contractor with necessary equipment to be on-line with JOLTS and OJA will be responsible for maintenance of OJA equipment, training and support for JOLTS. Through the staff of the Information Technology Department, OJA will provide classroom JOLTS training twice during the contract year; on-line JOLTS training; and JOLTS help desk support eight (8) hours a day, Monday through Friday. Contractor shall ensure that the equipment supplied by OJA shall only be used by authorized personnel in performing appropriate duties necessary in fulfillment of the Contract.

Contractor's entry of client specific data on JOLTS shall reference the following categories of information:

a) Establishing juvenile file if juvenile does not exist within JOLTS.

b) Adding referral information and updating demographic information.

c) Adding and updating detention screening information.

d) Adding and updating detention admission information.

e) Adding and updating detention release information.

f) Updating the facility census (243 screen) on a daily basis and upon change in census via admission or discharge.

Contractor data entry on JOLTS will be monitored from time to time by OJA with regard to determining timeliness, accuracy and completeness.

a) **Timeliness:** Contractor shall perform data entry on JOLTS within three (3) working days from time of admission or release from detention services with reference to the information categories described above.

b) **Accuracy:** JOLTS data entered by Contractor shall concur with Contractor case files with regard to demographic information, referral dates and service dates and hours and minutes of services.

c) **Completeness:** JOLTS data entered by Contractor shall constitute a complete log of all clients served by all programs and services described by this Contract and shall concur with Contractor case files with regard to all clients served by all programs and services during this Contract.

Any difficulty with data entry on JOLTS or with accessing on-line JOLTS capability shall be immediately reported by Contractor to the Information Technology Department of OJA by sending an email describing the problem including contact information to servicedesk@omes.ok.gov. If unable to email, problems may be reported by phone at the following numbers: (405) 521-2444 or (866) 521-2444.

H. **Medical Treatment, Emergency Medical Treatment and Emergency Transportation**

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

Upon request, OJA staff will assist Contractor in coordinating and securing non-emergency health and medical care services for detained youth under the supervision of OJA. OJA will assist Contractor with obtaining any entitlement reimbursements applicable to detained youth that are under the supervision of OJA.

I. **Transportation**

Should Contractor provide transportation of juveniles to and from secure detention for purposes of admission, inter-facility transfer, discharge, medical or dental attention, court appearance, or placement designated by OJA, Contractor shall be reimbursed for travel expenses in accordance with 10A O.S. §2-3-103.B.

J. **Acceptance of Juveniles**

Contractor shall accept all admits referred to them by law enforcement and/or verbal or written court order in accordance with 10A O.S. § 2-3-101. Contractor does not have the ability or the right to object to such a referral and/or deny admittance of any juvenile so referred. Denial of access to contracted beds shall be handled as outlined in Section II. A. Reimbursement Rate and Conditions.

K. **Quick Beds**

Contractor shall update Quick Beds twice daily in the JOLTS system. If the statuses in Quick Beds are not accurate, OJA may assess damages upon the Contractor, including non-payment of the daily rate of any bed for which the status is not accurately maintained in Quick Beds.

If beds are inoperable or in need of maintenance, OJA's Program Manager must be contacted, and a work order plan put in place within forty-eight (48) hours of the bed becoming inoperable or in need of maintenance.

L. **Transfer without Court Order**

The transfer of juveniles from one secure detention facility to another shall only occur through a court order following notification by OJA.

M. **Restricted Registry Requirements**

The Contractor shall provide notice to all of its employees that a substantiated finding of abuse or neglect, as defined in 10A O.S. §1-1-105 of the Oklahoma Statutes, by an individual when the abuse or neglect occurred to a child while in the care of a facility licensed, certified, operated or contracted by or with the Department or the Office of Juvenile Affairs may result in the individual being placed on the Restricted Registry per 10 O.S. §405.3

N. **Termination of Services**

If services are terminated by Contractor without providing proper notice as required by Contract, the contractor shall reimburse OJA for the cost associated with relocation of youth and other related costs to closing out the contract.

O. **Continuity of Services**

If a County is unable or unwilling to sign a secure detention contract within thirty (30) days of receiving the contract or within thirty (30) days of the start of the contract period for the period immediately subsequent to this agreement, then a month-to-month contract consisting of the provisions of this Contract, with the exception of payment, will automatically be in effect until replaced by a valid contract or until services are no longer provided. Payment will be based on the current daily rate approved by the Board of Juvenile

Affairs, applied to detention beds utilized by youth who are lawfully detained. No other payment will be made in the absence of a signed current contract. This clause does not preclude County from perusing other legal remedies that may be available.

P. **Unlawful use of Detention Beds**

If it is determined, by OJA, that detention beds were utilized for unlawful detention services, OJA may recoup or withhold payment for the daily rate of the bed. If a third party provides detention services for the county, and payment is assigned to the third party, OJA will pay the daily rate to the third-party provider and then charge the county for the unlawful use of the bed. If the county operates the detention center, payment will be reduced on the next claim after discovery of the unlawful use of the secure detention bed.

Q. **Telecommunication Capabilities**

Contractor shall maintain ability to utilize video conferencing for court appearances and visitation.

Court Ability

In order to be eligible for a Secure Detention Contract, the Detention Center, in conjunction with the originating county, must have or demonstrate they are actively pursuing the ability to allow tele-court as an option.

Visitation

Detention Center must have the ability to allow family visitation via video chat or other forms of video and voice communication. This is to be an option, not the only means of visitation. Direct contact visitation cannot be restricted except to respond to a critical health and safety threat.

R. **Youth Crisis Mobile Response Unit Toll Free Number**

All juvenile detention centers shall utilize the Youth Crisis Mobile Response Unit's toll-free number (1-833-885-CARE (2273) to assist with those youth who are actively displaying mental health needs.

S. **Mental Health Screening – MAYSI-2**

Within twenty-four (24) hours of admission into a juvenile detention center, the youth shall be administered the MAYSI-2. This is a mental health screening tool composed of fifty-two (52) questions designed to assist early identification of youth who may have mental health needs. For youth who score moderate or high, a referral to the Youth Crisis Mobile Response Unit will be made and local JSU staff/liaisons notified for further assistance and location of available beds.

T. **OJA Approved Detention Screening**

Within forty-eight (48) hours of admission, and prior to a detention hearing in front of a Judge, a standardized and OJA approved detention screening shall be completed on youth. This will give all parties the level of risk the youth poses to the community and if further

detention is necessary or appropriate. Low risk youth should not remain in detention.

U. **Utilization of Local Youth Service Agencies for Services**

Counseling Services

A counseling rate has been established and approved by the Board of Juvenile Affairs for local youth service agencies to provide treatment to youth in need of services while in detention, including crisis intervention. Contractor shall coordinate with the youth service agencies in their area to provide such services.

V. **Education**

Education must be provided to youth in accordance with the State Department of Education minimum standards and not less than four point twelve (4.12) hours per school day or as required by the State Board of Education. The local school district or an OJA approved alternative is responsible for providing educational programming. Detention centers are only required to provide summer school if the local school district provides this to the community as a whole. Juvenile detention centers are encouraged to develop pilot programs that enhance education opportunities. OJA will seriously consider funding such programs as long as funding is available. If pilots are deemed successful permanent rates may be established and opened up for other juvenile detention centers to access.

W. **Emergency Preparedness**

All juvenile detention centers maintain an Emergency Preparedness Protocol so that they can respond quickly and efficiently if a natural disaster occurs in their community.

X. **Collaboration**

Juvenile detention centers shall collaborate and share informational and meaningful training opportunities among social service agencies and juvenile detention operators.

Y. **Allegation and referral of abuse, Neglect and/or Maltreatment**

It is the responsibility of the juvenile detention center to notify, as soon as possible, the assigned OJA program manager upon an allegation and referral being made to the Office of Client Advocacy (OCA) in regard to abuse, neglect and/or maltreatment. Confirmation of the above allegations, after all appeals have been exhausted, will prohibit named employee for employment with the juvenile detention center.

VI. SIGNATURES

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

OFFICE OF JUVENILE AFFAIRS

JEREMY EVANS, DIRECTOR OF PROGRAMS

BOARD OF COUNTY COMMISSIONERS

CHAIRMAN

Ross Selman — 6/29/2026

Print Name — Date:

COMMISSIONER

Mike Haynes — 6/29/2026

Print Name — Date:

COMMISSIONER

Charlie Rogers — 6/29/2026

Print Name — Date:

Location
Pittsburg
FY27
July 1, 2026-June 30, 2027
CRL2027-312

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

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

Office of Juvenile Affairs | Administrative Services | Risk Management | Drug Policy

377:3-11-1. Purpose of Policy

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

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

377:3-11-2. Definitions

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

"Alcohol" means ethyl alcohol or ethanol;

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

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

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

"OJA" means the Office of Juvenile Affairs;

"OSDH" means the Oklahoma State Department of Health;

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

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

377:3-11-3. Rules for Drug Free Workplace

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

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

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

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

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

377:3-11-4. Standards

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

(b) Any employee who is convicted, or has had sentencing deferred, for driving under the influence of alcohol or drugs or driving while impaired will be considered in violation of this policy.

(c) Each employee is required to provide written notification within five days after he or she is convicted or has had sentencing deferred for any crime involving illegal drugs or alcohol. Failure to provide written notification may be considered a violation of this policy.

(d) OJA shall notify each of its federal granting agencies within ten days after receiving notice from an employee or otherwise receiving actual notice of a conviction of any drug statute for a violation occurring in the workplace.

(e) Each employee must promptly report to his or her immediate supervisor of any medication which will impair the employee's ability to work safely. Failure to report may be considered a violation of this policy.

(f) Employees will not be discharged for voluntarily seeking assistance for a drug or alcohol abuse problem prior to (1) notification or selection for any incident leading independently to a determination of reasonable suspicion of a violation of this policy. However, continued problems with performance, attendance, or behavior may result in discharge.

(g) Each employee is required to read and sign a certificate of acknowledgment regarding this policy. Such signed certificate will be filed in the employee's personnel file.

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

377:3-11-5. Substance Screening

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

(1) Job applicant or transferred or reassigned employee testing. Every job applicant or transferred or reassigned employee who is conditionally offered employment in the following job families shall be tested if:

(A) the position is in one of the following job families:

- (i) Juvenile Justice Specialist;
- (ii) Youth Guidance Specialist;

- (iii) Juvenile Security Officer;
- (iv) Recreational Therapist;
- (v) Institutional Safety & Security Coordinator;
- (vi) Registered Nurse;
- (vii) Licensed Practical Nurse;
- (viii) Nursing Manager;
- (ix) Food Service Personnel; and
- (x) Psychological Clinician.

(B) such person is employed in an administrative or instructional capacity in any charter school site.

(2) For-cause testing. Any employee, at the request of the Executive Director or, if he is unavailable, the Chief of Staff, may be requested or required to undergo drug or alcohol testing at any time it is reasonably believed that an employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

- **(A)** Observable phenomena such as:
  - (i) The physical symptoms or manifestations of being under the influence of a drug or alcohol while at work or on duty; or
  - (ii) The direct observation of drug or alcohol use while at work or on duty;
- **(B)** A report of drug or alcohol use while at work or on duty;
- **(C)** Information that an employee has tampered with drug or alcohol testing at any time;
- **(D)** Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of drugs while on duty or while on any OJA premises or premises with which OJA has contracted services, or operating any OJA vehicle, machinery, or equipment;
- **(E)** Drugs or alcohol on or about the employee's person or in the employee's vicinity;
- **(F)** Negative performance patterns; or
- **(G)** Excessive or unexplained absenteeism or tardiness.

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

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

(5) Random testing. The Executive Director may order random drug testing for OJA permanent, temporary or probationary employees referenced in paragraph one of this rule.

(6) Return from leave/fitness-for-duty testing.

- **(A)** The Executive Director may request or require an employee to undergo drug or alcohol testing as a routine part of a routinely scheduled employee fitness-for-duty medical examination, or in connection with an employee's return to duty from leave of absence.
- **(B)** The Executive Director may schedule periodic drug or alcohol testing for employees occupying a position in 377:3-11-5(1).

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

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

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

(1) alcohol;

(2) marijuana;

(3) opiates/synthetic narcotics such as:

- (A) codeine (a.k.a. Tylenol #3 and #4, etc., cough syrups, Robitussin AC);
- (B) hydrocodone (a.k.a. Vicodin or Lortab);
- (C) hydromorphone (a.k.a. Dilaudid);
- (D) meperidine (a.k.a. Demerol);
- (E) methadone (a.k.a. Dolophine);
- (F) oxycodone (a.k.a. Percodan or Percocet);
- (G) propoxyphene (a.k.a. Darvon);
- (H) heroin;
- (I) morphine;

(4) cocaine;

(5) phencyclidine;

(6) amphetamines:

- (A) amphetamines (a.k.a. Dexadrine, Benzedrine);
- (B) methamphetamines (a.k.a. Desoxyn);
- (C) methylenedioxyamphetamines;
- (D) methylenedioxymethamphetamines;
- (E) phentermine (a.k.a. Adipex, Fastin, Ioamin);

(7) barbiturates:

- (A) amobarbital (a.k.a. Amytal);
- (B) butalbital (a.k.a. Florinal, Fioricet);
- (C) pentobarbital (a.k.a. Nembutal);
- (D) secobarbital (a.k.a. Seconal; NOTE: Amobarbital and secobarbital combination to form Tuinal);

(8) benzodiazepines:

- (A) diazepam (a.k.a. Valium);
- (B) chlordiazepam (a.k.a. Librium);
- (C) alprazolam (a.k.a. Xanex);
- (D) clorazepate (a.k.a. Tranxene); and

(9) methaqualone (a.k.a. Quaalude, Parest, Sopor).

(10) Any other substance approved for testing by the Commissioner of Health of the Oklahoma State Department of Health (OSDH).

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

377:3-11-7. Testing Methods

(a) Tests will be conducted by an outside testing facility according to Drug and Alcohol Testing Rules of Oklahoma State Department of Health (OSDH).

(b) Drug testing. Drug testing shall be performed on urine samples or by other methods approved by OSDH.

(c) Alcohol testing. Initial testing shall be performed on blood, breath, or saliva or by other methods approved by OSDH. Confirmation testing shall be performed on breath or blood or by other methods approved by OSDH. Rehabilitation/post-rehabilitation alcohol tests may be performed on urine or by other methods approved by OSDH.

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

377:3-11-8. Collection Procedures

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

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

377:3-11-9. Consequences of Refusal

(a) Employees. Any employee who refuses testing under this policy shall be subject to discipline up to and including discharge from employment. Inability to give an adequate urine sample shall be deemed a refusal, but the employee may overcome this conclusion by providing conclusive medical evidence of a pre-existing condition, which prevents the production of an adequate sample. Adulteration of a specimen of a drug or alcohol test shall be considered as a refusal to test.

(b) Job applicants. Any job applicant who has received a conditional offer of employment from OJA and who refused to undergo drug and alcohol testing will not be hired by OJA. Unreasonable delay in submitting to testing shall be deemed a refusal.

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

377:3-11-10. Consequences of Positive Test Results

(a) Any employee who has a positive test result will be subject to discipline up to and including discharge from employment. Such an employee will also be referred to the Administrator of Employee Assistance Program. After evaluation, the employee may be required to complete drug and alcohol education and/or treatment. Unsuccessful completion or refusal to participate will result in termination of employment.

(b) Any job applicant who has received a conditional offer of employment and who has a positive test result will not be hired by OJA.

(c) An employee discharged on the basis of a refusal to undergo drug or alcohol testing or a positive drug or alcohol test shall be considered to have been discharged for misconduct for purposes of unemployment compensation benefits as provided for in Section 2-406 and 406.1 of Title 40.

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

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

377:3-11-11. Job Applicant and Employee Opportunities

(a) Explanation of test results.

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

confirmation test reverses the findings of the challenged positive test.

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

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

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

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

377:3-11-12. Severability

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

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

Summary

Oklahoma Administrative Code (OAC) Title 377, Chapter 3, Subchapter 13, Part 3 (sections 377:3-13-35 through 377:3-13-49) sets forth the comprehensive requirements that secure juvenile detention facilities must meet to obtain and maintain certification from the Oklahoma Office of Juvenile Affairs (OJA). These requirements span legal authority and organization, policy and procedure, admission and release, records, juvenile rights, staffing, security and control, programs and services, physical plant, food service and sanitation, safety and emergency planning, and collocated facilities. The full text of each section is reproduced and summarized below.

§ 377:3-13-35 — Legal Basis OK ADC 377:3-13-35

Statutory authorization for OJA to certify secure juvenile detention facilities is found in 10A O.S. § 2-3-103(C). All juvenile detention facilities — including those not incorporated in the State Plan as provided in 10A O.S. § 2-7-608(C) — must be certified by the Office of Juvenile Affairs. The Board of Juvenile Affairs holds rulemaking authority under 10A O.S. §§ 2-7-101(H)(3) and 2-7-101(I)(1).

§ 377:3-13-36 — Requirements OK ADC 377:3-13-36

A certificate to operate a secure juvenile detention facility that provides full-time group care for juveniles is granted on the basis that the facility meets the Requirements for Secure Juvenile Detention Facilities as set forth in OAC 377:3-13-6 and 377:3-13-37 through 377:3-13-49.

§ 377:3-13-37 — Organization, Administration and Finances OK ADC 377:3-13-37

(a) Organization. A statement of the purposes or function of the secure juvenile detention facility must be clearly defined and filed with OJA. The statement includes the services available for the juveniles who are admitted. A secure detention facility may be organized in any manner provided in 10A O.S. § 2-3-103(C)(3).

(b) Administration and responsibility of the governing body. The governing body of a secure juvenile detention facility shall:

1. Have responsibility for the program and services of the facility;
2. Review and approve all policies and policy changes;
3. Maintain a record of policy approvals in meeting minutes and in an organized form developed by the facility;

4. Obtain all required licenses for operation and continued compliance with Requirements for Secure Juvenile Detention Facilities;
5. Meet twice a year to assure proper operation of the facility;
6. Document meetings of the governing body and keep the documentation on file; and
7. Have responsibility for the physical facility and its use by the juveniles and staff.

(c) Finances. The agency shall maintain complete financial records of income and disbursements.

1. All financial records pertaining to the agency are audited annually by a certified public accountant or public accountant who has a valid current permit to practice in the State of Oklahoma and who is not a staff member of the agency, or in accordance with the governmental funding source.
2. A copy of the auditor's statement substantiating the solvency of the agency and a statement concerning receipts and disbursements is submitted to the Office of Juvenile Affairs annually.

§ 377:3-13-38 — Policy and Procedure Manual OK ADC 377:3-13-38

(a) Policy and procedures. The facility shall have a policy and procedure manual which specifically describes its purpose, program, and the services offered. It includes, but is not limited to:

1. Screening criteria;
2. Admission procedures;
3. Visiting arrangements;
4. Disciplinary procedures;
5. Security and control;
6. Discharge procedures;
7. Personnel practices;
8. Juvenile rights;
9. Resident grievance procedures;
10. Abuse reporting procedures which comply with OAC 377:3-1-25 and 377:3-1-26;
11. Clothing provisions;

12. Personal hygiene provisions;

13. Medical and health care programs;

14. Educational programs;

15. Recreational programs;

16. Food and nutrition requirements;

17. General emergency procedures;

18. Fire safety;

19. Transportation procedures; and

20. Suicide prevention guidelines.

The manual is to be reviewed at least annually and updated if necessary. Prior to implementation, all updates or additions to the policy and procedure manual must be submitted electronically to the Licensing and Programs Assessment division for review.

§ 377:3-13-39 — Admission Procedure and Criteria OK ADC 377:3-13-39

(a) Juveniles shall be admitted to the secure detention facility only as provided by 10A O.S. §§ 2-3-101 et seq. and § 2-7-504.

(b) The facility's written policy and procedure for admitting juveniles includes, but is not limited to, provisions which require the facility to:

1. Verify legal authority to detain;
2. Verify a written medical release has been obtained before allowing a juvenile to enter the center, in the event any juvenile appears to be under the influence, or has a visible medical concern;
3. Search the individual and the juvenile's possessions;
4. Inventory the juvenile's clothing and personal possessions;
5. Distribute personal hygiene items;
6. Make provisions for shower and hair care;
7. Issue clean, laundered clothing;
8. Ensure that the juvenile's family, custodian or guardian is notified;

9. Assist the juvenile in notifying his or her family, guardian, or custodian of the juvenile's admission;
10. Supervise the juvenile while the juvenile makes two admission phone calls, if desired;
11. Conduct an admission interview of the juvenile to answer questions and obtain information;
12. Complete a medical history questionnaire;
13. Provide an orientation which includes:
    - (A) Juvenile rights;
    - (B) Program description;
    - (C) Program rules;
    - (D) Grievance process; and
    - (E) Discipline policy;
14. Record basic personal data;
15. Review procedures for mail and visiting; and
16. Assign the juvenile to a sleeping unit.

§ 377:3-13-40 — Records OK ADC 377:3-13-40

(a) Facility staff shall complete a confidential record for each juvenile admitted to the facility and include, at the minimum, the following:

1. Court case number, if any;
2. Date and time of admission and release;
3. Name and nicknames;
4. Last known address;
5. Custodian;
6. Name of attorney, if any;
7. Name, title, and signature of delivering officer;
8. Specific charge(s);

9. Sex;

10. Date of birth;

11. Place of birth;

12. Race or nationality;

13. Education and school attended;

14. Religious preference;

15. Medical history questionnaire;

16. Medical consent forms, court orders authorizing medical treatment, or documentation of request for medical consent;

17. Name, relationship, address, and phone number of parent, guardian, or person with whom the juvenile resides at the time of admission;

18. Driver's license number, social security number and medical assistance number, if any;

19. Statement signed by the juvenile that he/she has been advised of juvenile rights, program rules, grievance process, and discipline policy;

20. Date of petition, if available;

21. Additional notations including identifying marks, any open wounds or sores requiring treatment, evidence of disease or body vermin, or tattoos;

22. Inventory of personal property;

23. Emergency contact person; and

24. Signature of person recording data.

(b) Facility staff shall maintain a confidential record on each juvenile and ensure that the record is safeguarded from unauthorized and improper disclosure.

(c) Ongoing case records. The case record includes, at a minimum, the following when and where applicable:

1. Documented legal authority to accept juvenile;

2. Referral source;

3. Record of court appearances;

4. Signed release of information forms when records are requested or distributed;
5. Notations of temporary absences from the facility;
6. Visitors' names and dates of visits;
7. A record of telephone calls;
8. A report of any accidents or injury occurring to a resident while detained;
9. Probation officer or caseworker assignment;
10. Progress reports on program involvement;
11. Court dates and disposition, if any;
12. Grievance and disciplinary record, if any;
13. Referrals to other agencies; and
14. Final discharge or transfer report.

§ 377:3-13-41 — Release Policy and Procedure OK ADC 377:3-13-41

Written policy and procedure for releasing residents include, but are not limited to, provisions for facility staff to:

1. Verify the juvenile's identity;
2. Obtain documentation of authority for release, i.e., by court order or operation of law;
3. Verify the identity of the person to whom the juvenile is being released;
4. Complete release arrangements, including the person or agency to whom the juvenile is to be released;
5. Obtain the signature of the person to whom the juvenile is released;
6. Return personal effects to the juvenile;
7. Complete any pending action, such as grievances or claims for damages or lost possessions; and
8. Obtain instructions on forwarding mail.

§ 377:3-13-42 — Juvenile Rights OK ADC 377:3-13-42

Written policy and procedure provides that facility staff shall ensure the rights of a detained juvenile are preserved. Staff shall not diminish or deny a detained juvenile his or her rights for disciplinary reasons. The rights of a juvenile in detention are subject only to the limitations necessary to maintain order and security in the facility.

The following rights must be guaranteed:

1. A juvenile shall have freedom from discrimination because of race, national origin, color, creed, sex or physical handicap.
2. Male and female juveniles shall have equal access to all programs and services offered in a detention facility housing both sexes.
3. The facility shall have a written grievance procedure, in accordance with OJA policy and approved by the Advocate General. Facility staff shall explain and make the grievance procedure available to the juvenile.
4. The facility shall have on-site nondenominational religious services and religious counseling. A juvenile shall have the right to voluntarily participate in on-site religious services and religious counseling.
5. A juvenile shall have access to on-site recreational opportunities, including daily outdoor exercise, weather permitting. The facility shall provide adequate and appropriate recreational equipment.
6. A juvenile shall have access to the courts and confidential contact with attorneys and their authorized representatives. Contact includes, but is not limited to: (A) telephone conversations; (B) uncensored correspondence; and (C) visits.
7. Facility staff shall not discipline a juvenile by using: (A) corporal or unusual punishment; (B) humiliation; (C) mental abuse; or (D) punitive interference with the daily functions of living such as eating or sleeping.
8. A juvenile shall be allowed to receive visitors according to the facility's written policy and procedures.
9. A juvenile shall have reasonable access to the general public.
10. A juvenile's access to the media is subject to the limitations necessary to protect the juvenile's rights and ensure the security of the facility. Media requests for interviews and juvenile consents must be in writing.
11. A juvenile shall be allowed to determine the length and style of his or her hair, except in individual cases where restrictions are necessary for reasons of health and safety.

12. A juvenile shall keep facial hair, if desired, except in individual cases where such restrictions are necessary for reasons of health and safety.

13. A juvenile shall have supervision and control exercised by staff or training volunteers while at the facility.

14. A juvenile shall receive educational instruction to which the juvenile is entitled under provisions of state education laws and regulations.

15. Juveniles shall be provided with a copy of the facility rules and their rights while detained.

§ 377:3-13-43 — Staff Requirements OK ADC 377:3-13-43

(a) General provisions. Every facility shall have written personnel policy which includes the maintenance of personnel records. The facility director shall make available to employees personnel policy and written job descriptions. Sufficient staff shall be available to provide continuous day and night supervision of the residents and protection of the facility as well as to allow staff relief from duty.

(1) Health requirements. Each person employed must be physically fit and able to perform all job functions necessary to ensure the health, safety and well-being of the juveniles in their care. Testing for tuberculosis is not required on a routine basis; tuberculin skin testing shall be required when there is a local identified tuberculin exposure identified by the Oklahoma State Department of Health.

(2) Background checks. OJA shall require a records search for each applicant for employment, which shall include:

- (A) A national criminal history records search based upon submission of fingerprints to OSBI (including Rap Back notification) and the FBI;
- (B) A search of the Oklahoma State Courts Network (OSCN) including Oklahoma District Court Records (ODCR);
- (C) A search of the DHS Child Care Restricted Registry (Joshua's List);
- (D) A search of the DOC Sex Offender Registry;
- (E) A search of the DOC Violent Offender Registry (Mary Rippy Violent Crime Offenders Registry);
- (F) A search of all applicable out-of-state child abuse and neglect registries if the applicant has not lived continuously in Oklahoma for the past five years; and

- (G) A criminal history records search conducted by an authorized source, when an applicant has lived outside the United States within the last five years.

(3) Employment prohibitions. The facility shall not employ or retain any person for whom there is documented evidence that the employee would endanger the health, safety, and/or well-being of juveniles. A facility shall not employ or retain an individual who has been:

- (A)(i) Convicted of or entered a plea of guilty or nolo contendere to any felony involving: (I) violence against a person; (II) child abuse or neglect; (III) possession, trafficking, manufacturing, sale or distribution of illegal drugs, or conspiracy to traffic, manufacture, sale, or distribute illegal drugs; (IV) sexual misconduct; (V) gross irresponsibility or disregard for the safety of others; (VI) any crime against a child; or
- (A)(ii) In the case of child abuse and neglect, identified as a perpetrator in a juvenile court proceeding and/or has made an admission of guilt to a person authorized by state or federal laws or regulations to investigate child abuse and neglect.
- (B) As to the offenses identified in subsection A(i)(III) and (V), the facility may, at its own discretion, make exceptions if five years have passed from completion of the applicant's criminal sentence and the facility can document that the health, safety, and well-being of juveniles would not be endangered.

(4) Allegations against staff. If there is an allegation that a staff member has committed a prohibited act, the facility shall determine and document whether the staff member shall be removed from contact with juveniles until the allegation is resolved. If any person is formally charged with any of the prohibited offenses, notification must be made to the OJA Licensing and Programs Assessment division, and the employee must be removed from contact with juveniles until the charges are resolved.

(5) Personnel records. The facility shall keep on file a written personnel record for every staff person employed, including:

- (A)(i) An application, resume or staff information sheet documenting qualifications, valid driver's license or other state ID, birth certificate, applicable educational diploma;
- (A)(ii) Health records as required by the facility;
- (A)(iii) Three written references and/or documentation of telephone interviews;
- (A)(iv) Any reports and notes relating to the individual's employment and annual job performance evaluations;

- (A)(v) Dates of employment; and
- (A)(vi) Date and reason for leaving employment.
- (C) Personnel records are maintained for at least three years following a staff member's separation.

(6) Training. All staff shall be trained on facility policy and procedure and a training record shall be established for each staff member. A record of all annual training shall be maintained.

- (D) The Requirements for Secure Juvenile Detention Facilities is reviewed as a part of the orientation process and is available to staff at all times.
- (E) Within 90 days of employment, all direct-care staff shall have successfully completed a specific course of instruction in first aid as established by the Red Cross, ASHI, AHA, or equivalent, presented by a certified instructor. This course shall be updated within the employee's third year of employment and each succeeding three-year increment.
- (F) Within 90 days of employment, all direct-care staff shall be certified in CPR as established by the Red Cross, ASHI, AHA, or its equivalent. Employees will maintain their certification as required by the certifying entity.
- (G) Full-time direct-care staff and administrators shall obtain at least 24 hours of training per employment year.
- (H) Part-time direct-care staff shall have training hours prorated based on the average number of hours of work per month.
- (I) On-call staff shall have a minimum of 6 hours of training per year.
- (J) Support staff shall obtain a minimum of 12 hours of training per employment year.

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

- (A) Qualifications include, at a minimum: (i) bachelor's degree from an accredited college/university in an appropriate discipline and five years relevant work experience; or (ii) an associate's degree from an accredited junior college, college, or university in an appropriate discipline and seven years relevant work experience; or (iii) ten years relevant work experience.

- (B) Relevant work experience shall include: (i) two years of experience working with juveniles; and (ii) five years in staff supervision and administration.
- All facility administrators must maintain their primary office at the detention facility.

(8) Direct-care staff qualifications. All direct-care staff shall be at least 21 years of age and possess a high school diploma or its equivalent, or obtain a high school diploma or equivalent within the first year of employment. A direct-care staff person can be hired when the person: (A) has his or her character and fitness attested to by three satisfactory written references and a criminal history background check is conducted; (B) is qualified and capable of satisfactorily performing assigned job responsibilities; and (C) does not pose a known risk to juveniles.

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

§ 377:3-13-44 — Security and Control OK ADC 377:3-13-44

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

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

1. Staff members shall explain in-house rules to each juvenile admitted to the facility.
2. When a literacy or language problem prevents a juvenile from understanding the list of rules, a staff member or translator shall assist the juvenile in understanding the rules.

(c) Population counts. The facility shall have a system to physically count detained juveniles.

- (A) The facility director shall designate one staff member per shift to conduct at least one uninterrupted population count during the shift.
- (B) The staff member conducting the count shall be a trained employee in each living unit who shall see the juveniles being counted.
- (C) Juveniles shall not be permitted to move about the facility during the count.
- (D) Documentation of resident counts is available at the facility at all times.

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

(e) Searches and contraband. The facility shall have written policy and procedure governing searches and control of contraband. Policy and procedure include, but are not limited to: (i) control of contraband; (ii) searches for contraband; (iii) body searches; (iv) property searches; (v) searches of the facility; and (vi) visitor searches. Residents and visitors shall be notified that they are subject to search.

- (C) No resident shall be searched beyond what is necessary to maintain proper security.
- (D) Searches are conducted by a staff member of the same sex as the resident or visitor.
- (E) Body cavity searches: A body cavity search may be conducted only when there is a strong reason to believe that the juvenile is concealing contraband in a body cavity. (i) The facility administrator must give authorization to medical personnel for any body cavity search. (ii) Medical personnel are the only persons authorized to perform body cavity searches. (iii) The body cavity search must be conducted in a private area of the facility, without windows, which ensures the privacy and dignity of the juvenile. (iv) A supervisory witness of the same sex as the juvenile shall be present during the body cavity search. (v) The detention facility shall contact the OJA Advocate General within 24 hours of conducting a body cavity search.

(f) Staffing ratios. There is a minimum ratio of 1:8 direct-care staff to residents during waking hours and 1:16 during residents' sleeping hours, except during limited and discrete exigent circumstances, which shall be fully documented as required by the Oklahoma Administrative Code.

- (B) When a female is placed in detention, there must be a female staff member on duty; when a male is placed in detention, there must be a male staff member on duty.
- (C) A minimum of two staff are on duty at all times in the facility.
- (D) Juveniles in detention shall be supervised at all times. The facility shall have enough staff available for staff to remain close to and in visual contact with the juveniles.

- (ii) During residents' sleeping hours, room checks will be completed not to exceed 30 minutes between checks.
- (iii) All room checks should be documented daily in an observation log and maintained by the facility.

(g) Perimeter security. The facility shall have a plan for surveillance of all areas of the perimeter of the facility. Outside lighting must be sufficient to provide visibility under all conditions with no blind spots. All doors that are security perimeter entrances, exterior doors, and doors which the facility administrator determines should be locked are kept locked. These doors are unlocked only for admission or exit of juveniles, employees, or visitors or in case of an emergency.

(h) Use of force. Written policy and procedure limit the use of physical force:

- (A)(i) For self-protection; (ii) to separate juveniles from fighting; (iii) to restrain juveniles in danger of inflicting harm to themselves or others; and (iv) to restrain juveniles who have escaped or who are in the process of escaping.
- (B) The least amount of force is used.
- (C) Physical force may not be used as punishment or retaliation.

(i) Restraints. Restraints are used only: (i) for self-protection; (ii) to separate juveniles from fighting; (iii) to restrain juveniles in danger of inflicting harm to themselves or others; (iv) to restrain juveniles who have escaped or who are in the process of escaping; and (v) to prevent destruction of property if reasonably related to (i) through (iv). Restraints are used only with the approval of the facility administrator or designee. Restraints may not be used as a form of punishment.

(j) Prohibited items and practices. Facility staff shall not use chemical agents for security. Staff may not use tear gas, mace, pepper spray, and related chemical agents to control juveniles. Weapons are not permitted except when authorized by state law. The use of hog-tying is prohibited.

(k) Room restriction. Room restriction is one means of informally resolving minor juvenile misbehavior. It serves a cooling off purpose and has a short time period (up to 60 minutes) that is specified at the time of the assignment.

(l) Room confinement. Room confinement means locking a juvenile in his/her room when the juvenile has been charged with a major rule violation requiring confinement for his/her safety or the safety of others or to ensure the security of the facility.

- (B) Room confinement of juveniles shall be re-authorized every 3 hours, except during normal sleeping hours, by a supervisor/administrator who was not involved in the original incident.
- (B) Any juvenile shall be visibly observed by a staff member every 15 minutes, and this must be documented.

§ 377:3-13-45 — Program and Services OK ADC 377:3-13-45

(a) Activities and services are available to each juvenile outside their room at least 12 hours a day. The facility shall provide or make available the following minimum services and programs to detained juveniles:

(1) Education. The facility shall provide educational opportunities in compliance with federal and state laws, State Department of Education requirements, applicable local school district requirements, and OJA contract requirements. Facilities shall provide or make provisions for an educational program, which includes space for education, necessary equipment and supplies, and supervision.

(2) Visitation. Written policy and procedure specify the number of visitors a juvenile may receive and the length of visitation. Visits may be limited only by the facility's schedule, space, and personnel constraints or where there are substantial reasons to justify such limitations. Juveniles have the right to refuse visitation. Legal counsel for a detained juvenile may visit at any reasonable time a request is made.

(3) Social services. The facility's social services program shall make a range of resources available to meet the needs of juveniles.

- (A) Juveniles shall be afforded access to emergency mental health counseling and crisis intervention services according to their needs.
- (B) Counseling services include group or individual counseling and are provided at least weekly.

(4) Recreation. Written policy and procedure provide a recreation schedule that includes at least one hour per day of large muscle activity and one hour of structured recreational activities. A variety of recreational materials are made available to detained juveniles and kept in good condition at all times.

(5) Food service. Written policy and procedure provide that the dietary needs of juveniles are met.

- (A) Special diets as prescribed by appropriate medical or dental personnel or as required by religious preference are provided.

- (C) Menus are approved before use and reviewed annually by a licensed dietician, nutritionist, or physician to ensure compliance with nationally recommended food allowances. Facilities participating in the National School Lunch Program are not required to have their breakfast and lunch menus approved by a licensed dietician, nutritionist, or physician.

(6) Medical and health care. The facility shall have written policy and procedure for delivery of health care services. When health care services are provided by someone other than a physician, the final medical judgment rests with the designated physician. The regulation requires comprehensive health policies covering medical screening, medication management, staff training on health emergencies, and protocols for various medical situations.

(7) Medication management. Medication is administered by persons properly trained in medical administration and under supervision of the physician and facility administrator.

- (A) Prescription medication is only administered as directed by a physician.
- (B) When any medication is administered, a precise record is kept of the juvenile's name, reason for dosage, route, date and time given, and signature of the person who administered it.

§ 377:3-13-46 — Physical Plant OK ADC 377:3-13-46

(a) Building plans and approval. Prior to new construction or remodeling existing structures to be used for secure juvenile detention facilities, building plans must first be presented to and approved by:

1. The Office of Juvenile Affairs to assure compliance with ACA Standards for Detention and Section 504 of the Rehabilitation Act of 1973 as amended;
2. The State Fire Marshal's Office to assure compliance with the National Fire Protection Association Life Safety Code as adopted by the State Fire Marshal's Commission. The State Fire Marshal will determine the rated capacity for the facility; and
3. The Commissioner of Health, State Health Department, Environmental Health Services to assure compliance with the adopted rules and regulations of the State Board of Health.

The population using housing or living units may not exceed the designed or rated capacity of the facility.

(b) Space requirements.

1. Single sleeping rooms consist of at least 70 square feet of floor space.
2. There shall be no double-celling of juveniles unless: (A) the room has been specifically constructed to house two juveniles; (B) the Office of Juvenile Affairs approved the construction plans prior to construction; and (C) the room meets the space requirements set forth in the ACA Standards for Juvenile Detention Facilities.
3. Male and female residents shall not occupy the same sleeping room.
4. Not less than 35 square feet of floor space per juvenile is provided in the day room on each living unit.
5. The facility shall provide at least 15 square feet of floor space per person for individuals occupying the dining room or dining area.
6. The total indoor activity area outside the sleeping area provides space of at least 100 square feet per resident.
7. Where the facility provides food service, the kitchen has at least 200 square feet of floor space.
8. School classrooms are designed in conformity with local or state educational requirements.

(c) Bathroom and sanitary facilities. All housing and activity areas provide, at a minimum, one toilet, one wash basin, and one shower for every six residents.2. Every lavatory basin, bathtub or shower is supplied with hot and cold water under pressure at all times.3. All showers and bathtubs must have temperature control equipment.5. Toilet paper, soap and individual sanitary towels are provided within easy access of the residents.

§ 377:3-13-47 — Food Service, Sanitation and Hygiene OK ADC 377:3-13-47

(a) General health requirements.

1. Minimum health requirements for secure juvenile detention facilities are determined by the Health Department and enforced by OJA.
2. The facility shall be maintained in compliance with State Health Department Food Service Code. An annual inspection of the facility is conducted to determine compliance with health codes. Documentation is kept on file at the facility.
3. The facility shall have a written plan for housekeeping that is posted and followed at all times.

4. The facility's written policy and procedure specify that its food services comply with the Board of Health Food Service rules and regulations.

(b) Water and plumbing.

1. There may not be cross-connection between the potable water supply and any non-potable or questionable water supply or any source of pollution through which the potable water supply might be contaminated.
2. The facility's potable water source and supply, whether owned and operated by the public water department or the facility, must be approved by an independent, outside source to be in compliance with jurisdictional laws and regulations.

(c) Waste disposal. Solid waste disposal must comply with the appropriate local ordinance where in effect and otherwise with the Oklahoma Public Health Code and adopted rules and regulations. Sewage disposal must comply with the Oklahoma Health Code and adopted rules and regulations.

(d) Environmental controls.

1. The facility shall have sufficient air and lighting to ensure the health of the detained juveniles.
2. An acceptable temperature zone for maintaining year-round comfort is 66–80 degrees Fahrenheit in the summer (optimally 71 degrees), and 61–73 degrees Fahrenheit in the winter (optimally 70 degrees).

(e) Meals.

- Written policy, procedure, and practice require that at least three meals, two of which are hot, be provided at scheduled times during each 24-hour time period on regular business weekdays, with no more than 14 hours between the evening meal and breakfast meal.
- Only on weekends and state recognized holidays may a hot brunch and a hot evening meal, both of which meet basic nutritional goals, be provided at scheduled times during each 24-hour time period.

1. The facility provides or arranges for the meals and at least one snack per 24-hour day from food that is selected, stored, prepared, and served in a sanitary and palatable manner. Each meal contains a sufficient amount of food for every juvenile and additional servings are permitted.

2. Facilities recognize the social and emotional needs of juveniles during mealtime. Juveniles and the staff who eat with them are served the same food, except for tea and coffee, unless differences in age or special dietary needs are factors.

(f) Hygiene. Juveniles shall have the opportunity for daily showers.

§ 377:3-13-48 — Safety and Emergency Requirements OK ADC 377:3-13-48

(a) Fire protection.

1. Minimum state fire safety requirements for secure juvenile detention facilities are enforced by the State Fire Marshal's office.
2. Secure juvenile detention facilities must comply with the Building Officials Administrators Code (BOCA) as enforced by the State Fire Marshal's office.
3. The facility's written policy and procedure provide for a qualified fire and safety officer to regularly inspect the facility for compliance with safety and fire prevention requirements. An administrative staff member or designee shall conduct a fire and safety inspection of the facility at least weekly.
4. Fire prevention practices include: (A) a provision for an adequate fire protection service; and (B) annual inspection and testing of equipment by a fire service company approved by the local fire official.
5. Fire hoses or extinguishers are available at appropriate locations throughout the facility.
6. (B) Only mattresses manufactured from materials that are not highly flammable are used.
7. A fire alarm and automatic detection system is required as approved by the state and/or local fire marshal.

(b) General emergency procedures.

- Written policy and procedure specify the means for the prompt release of juveniles from locked areas in case of emergency and provide for a secondary release system if electrically equipped.

1. All facility personnel shall be trained in the implementation of written emergency plans.
2. The facility director or designee shall develop written plans which specify procedures to be followed in emergency situations (e.g., fire, disturbances, taking of

hostages). These plans are made available to all applicable personnel and are reviewed and updated at least annually.

3. The facility shall have access to an alternate power source to maintain essential services in an emergency. Essential services include but are not limited to: (i) access to drinking water; (ii) security lighting; (iii) appropriate food storage; and (iv) ability to maintain safe building temperatures.

(c) Exits. The facility shall have exits that are properly positioned and clearly, distinctly, and permanently marked in order to ensure the timely evacuation of juveniles and staff in the event of fire or other emergency.

1. Two identifiable exits are located in each juvenile housing area and other high-density areas to permit the prompt evacuation of juveniles and staff under emergency conditions.

2. The facility shall have exits that are continuously visible at all times, kept clear, and maintained in usable condition.

(d) Emergency evacuation planning. The facility shall create, and review annually, an emergency evacuation plan. The plan, or any annual amendments to the plan, shall be submitted for approval to the OJA Licensing and Programs Assessment division. The plan must contain at a minimum:

1. A secondary site will be identified by the facility, in the event the facility needs to evacuate in case of emergency or natural disaster.

2. Should the emergency necessitate an absence from the facility in excess of 24 hours, the secondary site must be emergency certified by the OJA Licensing and Programs Assessment division and meet all Safety, Security and Control, and Physical Plant Requirements for Secure Detention.

3. Should a detention facility be damaged, OJA Licensing and Programs Assessment division may require an inspection be conducted prior to allowing the continued certification of the facility.

(e) Facility maintenance.

- All habitable and non-habitable areas are maintained in a condition free of litter.
- Work areas are maintained in a clean and safe condition. Equipment is installed in such a way as to meet safety requirements.

- The interior of the building, including appliances, machinery, and equipment, is maintained in proper working order at all times. Interior walls, carpeting, and furniture is repaired, replaced, and kept in acceptable condition.
- All interior surfaces, including walls, ceilings and floors, must have flame-spread ratings as outlined by the BOCA Building Code. Documentation of appropriate flame-spread ratings must be obtained from the manufacturers of the material.
- Draperies, curtains, and similar furnishings and decorations must be flame resistant. Proof of flame resistance is documented from the material manufacturer that the material passed the criteria of NFPA 701, small and large scale tests.
- All exterior wood surfaces, other than decay-resistant woods, must be protected from the elements and decay by a lead-free paint or other product to provide a protective covering or treatment. Toxic paint and materials may not be used where readily accessible to juveniles.

§ 377:3-13-49 — Collocated Detention Facilities OK ADC 377:3-13-49

(a) A juvenile detention facility collocated with an adult jail or lockup must meet the same standards and certification requirements as a freestanding juvenile detention center and be certified appropriately. A collocated facility is a juvenile facility located in the same building as an adult jail or lockup, or is part of a related complex of buildings located on the same grounds as an adult jail or lockup.

(b) Each of the following three criteria must be met in order to ensure that a juvenile detention facility is separate from the adult jail with which it is collocated:

1. Physical and sensory separation. Juveniles and adults must be separated in that there can be no sustained sight or sound contact between juveniles and incarcerated adults in the facility. This type of separation can be achieved architecturally or through time-phasing of common use non-residential areas.
2. Program area separation. All juvenile and adult program areas must be separate. There must be an independent and comprehensive operational plan for the juvenile detention facility which provides for a full range of separate program services. No program activities may be shared by juveniles and incarcerated adults. Time-phasing of common use nonresidential areas is permissible to conduct program activities.
3. Staff separation. There must be separate staff for the juvenile and adult populations, including management, security, and direct care staff. Staff providing specialized services (medical care, food service, maintenance, etc.) who are not

normally in contact with detainees, or whose infrequent contacts occur under conditions of separation of juveniles and adults, can serve both populations. The day-to-day management, security, and direct care functions of the juvenile detention facility must be vested in a totally separate staff.

AFFIDAVIT OF ASSIGNMENT

Pittsburg County , (hereinafter referred to as "Contractor") hereby assigns to _____, (hereinafter referred to as "Subcontractor") the authority to submit claims directly to Oklahoma Juvenile Affairs (hereinafter referred to as "OJA") and receive payments directly from OJA for services provided pursuant to:

Contract Number: CRL2027/29-312

Assignment of this Contract does not relieve Contractor of responsibility for compliance with contract provisions and monitoring of Subcontractor.

The Contractor has entered into a Contract with the Subcontractor to develop and provide those services required by the Contact with OJA.

Subcontractor Information:

FEI #:

Name: Eastern Oklahoma Youth Services

Mailing Address: 802 E Wyandotte, McAlester, OK 74501

Contractor Signature _____ Date: 6-29-2026

State of Oklahoma
County of Pittsburg

Subscribed and sworn before me this ____ day of _____, _____.
My Commission expires:_____
Notary Public Certification Number: _____

_____
NOTARY PUBLIC

RESOLUTION NO. 2026-325

BE IT RESOLVED, in accordance with the provisions of 74 O.S. § 20k-1A, the Board of County Commissioners of Pittsburg County approves the Sheriff's Office Funding Assistance Grant Application. The Board certifies that the projects proposed in the application meet applicable requirements of the Grant Program, and that all information presented is correct. By appropriate language incorporated in each grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions apply to all recipients of these state funds.

Approved this 29th day of June, 2026.

TRAMMELL - CO. CLERK - PITTSBURG COUNTY OH

Chair, Board of County Commissioners

ATTEST:

County Clerk