



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

AUG 14 2026

TIME 8:35 AM
HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY
BY _____ DEPUTY

DATE: August 17, 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 August 10, 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. Exceeded Purchase Order Report

B. ANIMAL AHELTER

i. Directors Report

7. FISCAL TRANSACTIONS

A. Claims and Purchase Orders

B. Transfers

C. Monthly Reports

D. Blanket Purchase Orders

8. UNFINISHED BUSINESS

None.

9. GRANTS

- A. Approve and Sign Close-out Documents for the Brewer Road/N. Hickory Street Rural Economic Action Plan (REAP) Grant # K1046-26 – District 3

10. AGENDA ITEMS

- A. Corvette Club to address the Board regarding Corvette Show at Expo Center
- B. Discussion, Consideration and Take Action to Approve/Disapprove Engagement of Hammons, Hamby & Price, PLLC to represent Pittsburg County regarding the IREN Data Center Project
- C. Discussion, Consideration and Take Action to Approve/Disapprove the FY 2027 Master Contract for Regional Secure Detention between Pittsburg County and the Oklahoma Office of Juvenile Affairs
- D. Discussion, Consideration and Take Action to Approve/Disapprove Assignment and Assumption Agreement between Pittsburg County and the Canadian County Children's Justice Center for Fiscal Year 2026-2027
- E. Discussion, Consideration and Possible Action upon a resolution authorizing the calling and holding of a Special Election in Pittsburg County, Oklahoma (the "County") on November 3, 2026, for the purpose of submitting to the qualified electors of the County for their approval or rejection the question of imposing a new excise tax increase upon the gross proceeds or gross receipts derived from the service of furnishing rooms by hotel, apartment hotel, motels, vacation rental homes, tourist homes, houses or courts of any kind or nature, lodging houses, inns, rooming houses, bed and breakfast establishments, corporate lodgings, trailer houses, trailer motels, dormitory space where bed space is rented to individuals or groups, apartments of any kind or nature not occupied by permanent residents, and for the furnishing of any other facility for public lodging, except campsites, within those areas of the County wherein a municipal lodging tax is not currently in effect as of November 3, 2026, of five percent (5%) effective on April 1, 2027, for an unlimited duration or until repealed by the voters of the County, said gross proceeds or gross receipts to be utilized for the promotion of tourism within the County; authorizing the taking of other actions related to the special election; and declaring an emergency.
- F. Resolution 27-040 to Publish Revised Fee Schedule to the Pittsburg County Floodplain Regulations, as required by Oklahoma Statutes, Title 82 § 1610.B
- G. Resolution 27-041 to Cancel Purchase Order(s)- Alderson Fire Dept.
- H. Resolution 27-042 to Cancel Purchase Order(s)- Canadian Fire Dept.
- I. Resolution 27-043 to Cancel Purchase Order(s)- Emergency Management
- J. Resolution 27-044 to Advertise for One (1) 2025 or newer Asphalt Paver, Lease Purchase with Financing Included- District 1
- K. EXECUTIVE SESSION:
 - i. To Perform the Employee Personnel Performance Evaluation for Michael Billy, Courthouse Maintenance, pursuant to Oklahoma Statutes, Title 25 § 307.B.1
 - ii. To Perform the Employee Personnel Performance Evaluation for Brittany Sanders, 2nd Deputy, BOCC, pursuant to Oklahoma Statutes, Title 25 § 307.B.1
 - iii. To Perform the Employee Personnel Performance Evaluation for Lauren Ragan, Expo Center Director, pursuant to Oklahoma Statutes, Title 25 § 307.B.1

11. ROAD CROSSING PERMITS

None.

12. NEW BUSINESS

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

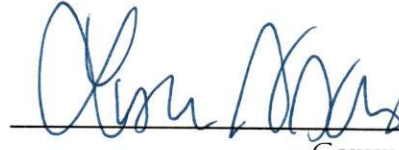
13. 10:00 A.M. – PUBLIC HEARINGS

None.

14. 10:00 A.M. – BID OPENINGS

None.

15. RECESS/ADJOURNMENT


Commissioners' Assistant

**PITTSBURG COUNTY COMMISSIONER
AUGUST 17, 2026
MEETING MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on August 17, 2026 at 9:00 A.M., Meeting held in the County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:35 A.M., August 14, 2026.

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

2. ROLL CALL: Roll was called.

Ross Selman	Present
Mike Haynes	Present
Charlie Rogers	Present

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

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MINUTES FROM:

A. REGULAR MEETING AUGUST 10, 2026: The minutes from the previous meeting, August 10, 2026 regular meeting were read. Rogers made a motion to approve the minutes; seconded by Haynes.

AYE: Ross Selman
Mike Hayens
Charlie Rogers

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: Philip Smith stated that there are issues with the Sheriff's Office using county equipment for personal gain. They are continuing to use it for security purposes without a contract approved by the Sheriff and the Commissioners. They are also allowing the inmates to be checked out by friends and used for personal gain. Smith stated that the board should ask the District Attorney to have OSBI investigate the issues, for two reasons misuse of county property and misuse of county inmates. Smith thanked the board for their time.

6. OFFICIALS – DEPARTMENT REPORTS:

A. COUNTY CLERK:

i. EXCEEDED PURCHASE ORDER REPORT: Selman read the exceeded purchase order report.

B. COMMISSIONERS:

i. DIRECTORS REPORT: Michele Van Pelt presented the animal shelter report. The board reviewed the report. Selman stated that the number of cats goes up in the summertime.

7. FISCAL TRANSACTIONS:

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

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

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

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

C. MONTHLY REPORTS: None.

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
Jail	1674	\$9,500.00	Ben E Keith
District 3	1675	\$1,000.00	OK Tire
District 3	1676	\$ 200.00	Unifirst 1 st Aid
District 3	1677	\$2,000.00	T&W Tire
District 3	1678	\$ 500.00	O'Reilly's
District 2	1679	\$6,000.00	Michael A Price
District 1	1681	\$1,000.00	Kiamichi Automotive
District 1	1682	\$1,000.00	O'Reilly's
Jail	1684	\$1,000.00	Ben E Keith
Jail	1685	\$3,500.00	Jamesco
Jail	1686	\$5,000.00	The Bank NA
Sheriff	1687	\$5,000.00	Custom Technologies
Sheriff	1688	\$1,500.00	Ben E Keith

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

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS: None.

9. GRANTS:

A. APPROVE AND SIGN CLOSE-OUT DOCUMENTS FOR THE BREWER ROAD N. HICKORY STREET RURAL ECONOMIC ACTION PLAN (REAP) GRANT # k1046-26 – DISTRICT 3: Selman explained the overlay project. Selman made a motion to approve the close-out documents; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

10. AGENDA ITEMS:

A. CORVETTE CLUB TO ADDRESS THE BOARD REGARDING CORVETTE SHOW AT EXPO CENTER: Selman made a motion to strike the item from the agenda; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

B. DISCUSSION, CONSIDERATION AND TAKE ACTION TO APPROVE/DISAPPROVE ENGAGEMENT OF HAMMONS, HAMBY & PRICE, PLLC TO REPRESENT PITTSBURG COUNTY REGARDING THE IREN DATA CENTER PROJECT: Hope Trammell explained that they will be independently reviewing the documentation for the project. Selman made a motion to approve the engagement letter; seconded by Haynes.

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AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

C. DISCUSSION, CONSIDERATION AND TAKE ACTION TO APPROVE/DISAPPROVE THE FY 2027 MASTER CONTRACT FOR REGIONAL SECURE DETENTION BETWEEN PITTSBURG COUNTY AND THE OKLAHOMA OFFICE OF JUVENILE AFFAIRS: Selman made a motion to approve the contract; seconded by Rogers.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

D. DISCUSSION, CONSIDERATION AND TAKE ACTION TO APPROVE/DISAPPROVE ASSIGNMENT AND ASSUMPTION AGREEMENT BETWEEN PITTSBURG COUNTY AND THE CANADIAN COUNTY CHILDREN'S JUSTICE CENTER FOR FISCAL YEAR 2026-2067: Trammell explained that the center is now under a trust authority and this is allowing the previously signed contract to switch to the authority. Selman made a motion to approve the agreement; seconded by Rogers.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

E. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION UPON A RESOLUTION AUTHORIZING THE CALLING AND HOLDING AOF A SPECIAL ELECTION IN PITTSBURG COUNTY, OKLAHOMA (THE "COUNTY") ON NOVEMBER 2, 2026, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE COUNTY FOR THEIR APPROVAL OR REJECTION THE QUESTION OF IMPOSING A NEW EXCISE TAX INCREASE UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FOR THE SERVICE OF FURNISHING ROOMS BY HOTEL, APARTMENT HOTEL, MOTELS, VACATION RENTAL HOMES, TOURIST HOMES, HOUSES OR COURTS OF ANY KIND OR NATURE, LODGING HOUSES, INNS, ROOMING HOUSES, BED AND BREAKFAST ESTABLISHMENTS, CORPORATE LODGINGS, TRAILER HOUSES, TRAILER MOTELS, DORMITORY SPACE WHERE BED SPACE IS RENTED TO INDIVIDUALS OR GROUPEES, APARTMENTS OF ANY KIND OR NATURE NOT OCCUPIED BY PERMANENT RESIDENTS, AND FOR THE FURNISHING OF ANY OTHE FACILITY FOR PUBLIC LODGING, EXCEPT CAMPSITE, WITHIN THOSE AREAS OF THE COUNTY WHEREIN A MUNICIPAL LODGING TAX IS NOT CURRENTLY IN EFFECT AS OF NOVEMBER 3, 2026, OF FIVE PERCENT (5%) EFFECTIVE APRIL 1, 2027, FOR AN UNLIMITED DURATION OR UNTIL REPEALED BY THE VOTERS FO THE COUNTY, SAID GROSS PROCEEDS OR GROSS RECEIPTS TO BE UTILIZED FOR THE PROMOTION OF TOURISM WITHIN THE COUNTY; AUTHORIZING THE TAKING OF OTHER ACTIONS RELATED TO THE SPECIAL ELECTION; AND DECLARING AN EMERGENCY: Selman explained the proposed lodging tax. Rogers stated that most counties have one. Rogers made a motion to the resolution; seconded by Selman.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

F. RESOLUTION 27-040 TO PUBLISH REVISED FEE SCHEDULE TO THE PITTSBURG COUNTY FLOODPLAIN REGULATIONS, AS REQUIRED BY OKLAHOMA STATUTES, TITLE 82 § 1610.B: Sandra Crenshaw explained that the fee schedule has been sent to OWRB and has been there for the required 30 days before publication. Selman made a motion to approve the resolution; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

G. RESOLUTION 27-041 TO CANCEL PURCHASE ORDER(S) – ALDERSON FIRE DEPT: Selman read the resolution stating purchase orders 8439 and 10467. Rogers made a motion to cancel the purchase orders; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

H. RESOLUTION 27-042 TO CANCEL PURCHASE ORDER(S) – CANADIAN FIRE DEPT: Selman read the resolution stating purchase order 8773. Rogers made a motion to cancel the purchase order; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

I. RESOLUTION 27-043 TO CANCEL PURCHASE ORDER(S) – EMERGENCY MANAGEMENT: Selman read the resolution stating purchase order 7065. Rogers made a motion to cancel the purchase order; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

J. RESOLUTION 27-044 TO ADVERTISE FOR ONE (1) 2025 ORE NEWER ASPHALT PAVES, LEASE PURCHASE WITH FINANCING INCLUDED – DISTRICT 1: Selman read the resolution. Rogers made a motion to approve the resolution; seconded by Selman.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

The board moved down the agenda to item 11.

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: None.

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

14. 10:00 A.M. – BID OPENINGS: None.

The board moved back up the agenda to item 10K.

10. AGENDA ITEMS:

K. EXECUTIVE SESSION:

i. TO PERFORM THE EMPLOYEE PERSONNEL PERFORMANCE EVALUATION FOR MICHAEL BILLY, COURTHOUSE MAINTENANCE, PURSUANT TO OKLAHOMA STATUTES, TITLE 25 § 307.B.1:

ii. TO PERFORM THE EMPLOYEE PERSONNEL PERFORMANCE EVALUATION FOR BRITTNEY SANDERS, 2ND DEPUTY, BOCC, PURSUANT TO OKLAHOMA STATUTES, TITLE 25 § 307.B.1:

iii. TO PERFORM THE EMPLOYEE PERSONNEL PERFORMANCE EVALUATION FOR LAUREN RAGAN, EXPO CENTER DIRECTOR, PURSUANT TO OKLAHOMA STATUTES, TITLE 25 § 307.B.1:

Selman made a motion to go into executive session; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

Selman made a motion to go out of executive session, back into regular session; seconded by Rogers.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

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

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2026-2027

Date Range: 08/17/2026 to 08/17/2026

PO	Warrant No.	Vendor Name	Purpose	Amount
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Animal Shelter

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

000105	000076	H2O DEPOT	WATER & COOLER RENT	\$ 28.70
001464	000077	TREVIPAY-WALMART	CAT FOOD ETC.	\$ 364.32
001572	000078	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 2,369.73
001608	000079	CENTER, EWELL	VET SERVICES	\$ 700.00
Total:				\$ 3,462.75

Donations

1235-1-2000-2205 / CHOCTAW NATION DONATION

000698	000004	DISCOUNT STEEL	WELDING SUPPLIES	\$ 20.00
001494	000005	DISCOUNT STEEL	CYLINDER	\$ 83.00
Total:				\$ 103.00

1235-2-0400-2210 / SHERIFF DONATION CEMETERY MOWING

001631	000006	KC FARM MACHINERY	LAWN MOWER PARTS	\$ 91.20
Total:				\$ 91.20

Econ Dev Trust

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

001355	000074	BEMAC SUPPLY	PLUMBING SUPPLIES	\$ 101.13
001466	000075	AMAZON CAPITAL SERVICES INC.	DOOR STOPS	\$ 367.56
001585	000076	MCALESTER RADIO	ADVERTISING	\$ 1,300.00
001600	000077	DUNBAR, DIANNE	REIMBURSEMENT	\$ 739.00
001619	000078	OKLAHOMA STATE ATHLETIC COMMIS	PERMIT FEE	\$ 156.62
001620	000079	OKLAHOMA TAX COMMISSION	SALES TAX	\$ 370.20
000118	000080	BANK OF AMERICA	SUBSCRIPTION	\$ 107.65
000126	000081	BANK OF AMERICA	PHONE MINUTES	\$ 10.99
000662	000082	BANK OF AMERICA	CHAINS	\$ 988.29
000863	000083	BANK OF AMERICA	CONCESSION SUPPLIES	\$ 334.86
Total:				\$ 4,476.30

Emergency Mgmt

PO	Warrant No.	Vendor Name	Purpose	Amount
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Emergency Mgmt

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

001014	000027	MID-AMERICAN RESEARCH CHEMICA	WASP SPRAY	\$ 382.09
001383	000028	MCALESTER AUTO COLLISION	AUTO REPAIR	\$ 148.62
001582	000029	VYVE BROADBAND	MONTHLY SERVICE	\$ 192.81
001583	000030	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 2,542.78
001591	000031	VICARS POWERSPORTS	GAS CAP	\$ 34.99
000709	000032	BANK OF AMERICA	TABLES ETC	\$ 3,037.91
000763	000033	BANK OF AMERICA	SHOP SUPPLIES	\$ 1,795.71
			Total:	\$ 8,134.91

General

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

000179	000518	H2O DEPOT	BOTTLED WATER ETC.	\$ 78.70
001622	000519	MILLER OFFICE EQUIPMENT	COPY OVERAGE	\$ 198.85
001623	000520	THE BANK N.A.	SAFE DEPOSIT BOX REN	\$ 50.00
			Total:	\$ 327.55

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

001673	000521	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 174.00
			Total:	\$ 174.00

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

001503	000522	QUADIENT LEASING	POSTAGE METER LEASE	\$ 721.08
			Total:	\$ 721.08

0001-1-1600-1310 / ASSESSOR TRAVEL

001522	000523	RIDENOUR, CATHY L.	TRAVEL	\$ 238.00
			Total:	\$ 238.00

0001-1-1700-1310 / REVAL. TRAVEL

001523	000524	CASEY, GREG D.	TRAVEL	\$ 238.00
001524	000525	JONES, JALENE G.	TRAVEL	\$ 238.00
			Total:	\$ 476.00

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

001571	000526	PITNEY BOWES INC	POSTAGE METER SUPPLI	\$ 670.58
001617	000527	PITNEY BOWES GLOBAL FINANCIAL S	POSTAGE METER LEASE	\$ 478.29
			Total:	\$ 1,148.87

PO	Warrant No.	Vendor Name	Purpose	Amount
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General

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

001625	000528	JOHNNYS A STREET MARKET	BOTTLED WATER	\$ 65.40
			Total:	\$ 65.40

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

000181	000529	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 102.68
001023	000530	FIRST REALTY INC	OFFICE RENTAL	\$ 20,400.00
001500	000531	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 426.41
001609	000532	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 907.81
000212	000541	BANK OF AMERICA	INTERNET SERVICE	\$ 55.00
000771	000542	BANK OF AMERICA	CALIBRATION	\$ 379.71
000941	000543	BANK OF AMERICA	SUBSCRIPTION	\$ 4,720.00
			Total:	\$ 26,991.61

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

000257	000533	COMDATA	FUEL	\$ 15,954.95
			Total:	\$ 15,954.95

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

001229	000534	SECRETARY OF STATE	NOTARY FILING FEE	\$ 50.00
001455	000535	AT&T MOBILITY	MONTHLY SERVICE	\$ 705.96
001584	000536	KELLPRO SOFTWARE & TECHNOLOG	EMAIL SERVICES	\$ 2,105.00
			Total:	\$ 2,860.96

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

001580	000537	HERRINGSHAW WASTE MANAGEMEN	MONTHLY SERVICE	\$ 130.00
000673	000544	BANK OF AMERICA	HOIST	\$ 168.83
			Total:	\$ 298.83

0001-5-0900-1110 / OSU PS

001641	000538	OSU COOPERATIVE EXTENSIVE SER.	PERSONAL SERVICES	\$ 16,761.90
			Total:	\$ 16,761.90

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

001425	000539	LOWES	PLUMBING SUPPLIES ET	\$ 50.79
001610	000540	MILLER OFFICE EQUIPMENT	COPY OVERAGE	\$ 77.81
			Total:	\$ 128.60

Health

PO	Warrant No.	Vendor Name	Purpose	Amount
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Health

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

000818	000027	HD SUPPLY	JANITORIAL SUPPLIES E	\$ 248.26
001350	000028	AMAZON CAPITAL SERVICES INC.	WATER HOSE ETC.	\$ 73.67
001386	000029	AMAZON CAPITAL SERVICES INC.	PROGRAM SUPPLIES	\$ 315.88
001433	000030	CITY OF MCALESTER	MONTHLY SERVICE	\$ 505.87
001509	000031	AMAZON CAPITAL SERVICES INC.	SCREWS ETC.	\$ 39.75

Total: \$ 1,183.43

Highway

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

001273	000329	AMAZON CAPITAL SERVICES INC.	OFFICE SUPPLIES	\$ 77.04
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Total: \$ 77.04

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

000106	000330	OTA PIKEPASS CUSTOMER SERVICE C	TOLL	\$ 16.21
000306	000331	QUIKRETE CONSTRUCTION MATERIAL	1 1/2" CRUSHER RUN	\$ 5,799.96

Total: \$ 5,816.17

Hwy-ST

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

001492	000295	RAM INC	FUEL	\$ 12,104.64
001520	000296	HERRINGSHAW WASTE MANAGEMEN	MONTHLY SERVICE	\$ 100.00
001579	000297	AHERN INDUSTRIES INCORPORATED	PARTS & SHOP SUPPLIE	\$ 1,356.55
001657	000298	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 3,126.36

Total: \$ 16,687.55

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

000154	000299	JAMES SUPPLIES	CYLINDER RENTALS	\$ 54.25
000539	000300	SOUTHERN TIRE MART LLC	TIRES	\$ 1,667.98
000961	000301	AMAZON CAPITAL SERVICES INC.	OFFICE ACCESSORIES	\$ 364.96
001018	000302	DOLESE	3/4" #1 COVER CHIPS	\$ 5,090.55
001225	000303	ALFORD METALS	FLAT STRAP	\$ 185.60
001294	000304	SUN COAST RESOURCES LLC	DEF	\$ 840.51
001340	000305	KIRBY SMITH INC.	WINDOW GLASS	\$ 511.19
001352	000306	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 738.54
001375	000307	P & K EQUIPMENT	PARTS	\$ 680.74
001377	000308	DALPOAS, TERRY W.	INSTALL RADIO ETC.	\$ 1,558.00
001380	000309	T & W TIRE	TIRES & SERVICES	\$ 2,454.68
001434	000310	PITSTOP LOCK & SAFE	KEYS	\$ 35.00
001561	000311	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 107.97

PO	Warrant No.	Vendor Name	Purpose	Amount
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Hwy-ST

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

001562	000312	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 335.37
001563	000313	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 576.00
001647	000314	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 29.79
001648	000315	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 45.52
Total:				\$ 15,276.65

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

000490	000316	QUIKRETE CONSTRUCTION MATERIAL	1 1/2" CRUSHER RUN	\$ 3,581.02
000531	000317	WRIGHT ASPHALT PRODUCTS COMPA	CRS+2 ROAD OIL	\$ 22,696.58
000653	000318	SOUTHERN TIRE MART LLC	TIRE	\$ 873.00
000801	000319	DOLESE	1 1/2" CRUSHER RUN	\$ 12,996.53
000854	000320	DOLESE	2" CLEAN ROCK	\$ 766.67
000951	000321	AMAZON CAPITAL SERVICES INC.	SCREEN REPLACEMENT	\$ 90.95
000979	000322	WARREN POWER & MACHINERY INC.	GRADER BLADES	\$ 2,867.20
001137	000323	PRICE, MICHAEL A	RED GRAVEL	\$ 4,140.00
001346	000324	DOLESE	8" SURGE	\$ 543.43
001376	000325	ERGON ASPHALT & EMULSIONS	CQS-1F OIL	\$ 4,310.67
001422	000326	SERVICE OKLAHOMA	TAG	\$ 10.50
001454	000327	SOUTHERN TIRE MART LLC	TIRES	\$ 1,765.95
001457	000328	STANDARD MACHINE & WELDING	GASKET RINGS	\$ 49.20
001460	000329	ADAMS TRUE VALUE	SPRAY PAINT	\$ 36.00
001575	000330	STANDARD MACHINE & WELDING	HOSE	\$ 1,062.78
001576	000331	T & W TIRE	TIRES	\$ 751.60
001577	000332	WELDON PARTS INC.	FILTERS	\$ 428.58
001589	000333	RAM INC	FUEL	\$ 9,768.00
001628	000334	PITSTOP LOCK & SAFE	KEYS	\$ 40.00
000155	000359	BANK OF AMERICA	MONTHLY INTERNET SE	\$ 155.00
Total:				\$ 66,933.66

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

000156	000335	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 2.00
000158	000336	OK TIRE	TIRES & SERVICES	\$ 981.60
000159	000337	JAMES SUPPLIES	WELDING SUPPLIES	\$ 450.85
000163	000338	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 934.33
000997	000339	CUSTOM SCREEN PRINTERS	SAFETY SHIRTS	\$ 328.00
001132	000340	T & W TIRE	TIRES & SERVICES	\$ 1,962.44
001134	000341	DOLESE	1 1/2" CRUSHER RUN	\$ 6,524.26
001135	000342	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 1,708.84
001211	000343	RAM INC	FUEL	\$ 8,137.56
001227	000344	LOWES	MAILBOX REPLACEMENT	\$ 123.35
001247	000345	JAMES SUPPLIES	WELDING SUPPLIES	\$ 859.53
001248	000346	WELDON PARTS INC.	SOCKET	\$ 30.25
001295	000347	LOWES	LADDER ETC.	\$ 121.50

PO	Warrant No.	Vendor Name	Purpose	Amount
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Hwy-ST

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

001296	000348	TREVIPAY-WALMART	GATORADE	\$ 107.82
001323	000349	WILLIAMS CHEVROLET	FUEL PUMP	\$ 1,755.35
001324	000350	SOUTHERN TIRE MART LLC	TIRES	\$ 2,680.00
001338	000351	FLEET PRIDE	BRAKE PARTS	\$ 1,176.39
001361	000352	PEPSI-COLA BOTTLING CO.	BOTTLED WATER	\$ 314.40
001459	000353	WILLIAMS CHEVROLET	HEAD GASKET REPAIR	\$ 8,365.25
001564	000354	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 976.47
001565	000355	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 299.42
001566	000356	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 46.39
001573	000357	P & K EQUIPMENT INC	FILTERS	\$ 325.95
001652	000358	OTA PLATEPAY	TOLL CHARGES	\$ 13.12
			Total:	\$ 38,225.07

Jail-ST

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

001597	000092	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 195.89
001598	000093	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 8,618.21
			Total:	\$ 8,814.10

Rural Fire-ST

1321-2-8201-2005 / ALDERSON FIRE DEPT M&O

000220	000097	COMDATA	FUEL	\$ 69.61
			Total:	\$ 69.61

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

000188	000098	KIAMICHI AUTOMOTIVE WAREHOUSE	AUTO PARTS ETC.	\$ 312.94
001501	000099	RURAL WATER DIST #8	MONTHLY SERVICE	\$ 28.00
			Total:	\$ 340.94

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

000205	000101	SNOW, TITUS	LAWN CARE	\$ 750.00
			Total:	\$ 750.00

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

001497	000100	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 49.55
000225	000102	COMDATA	FUEL	\$ 30.01
001496	000103	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 644.01
001495	000104	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 142.39

PO	Warrant No.	Vendor Name	Purpose	Amount
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Rural Fire-ST

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

001653	000105	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 50.37
			Total:	\$ 916.33

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

001567	000106	OKLATEL COMMUNICATIONS INC	MONTHLY SERVICE	\$ 48.18
			Total:	\$ 48.18

1321-2-8210-2005 / CROWDER FIRE DEPT M&O

001570	000107	FIREPROGRAMS	SOFTWARE SERVICE	\$ 2,845.00
			Total:	\$ 2,845.00

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

001085	000108	PRO KILL INC.	PEST CONTROL	\$ 216.00
			Total:	\$ 216.00

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

001601	000109	PEPSI-COLA BOTTLING CO.	WATER ETC.	\$ 731.00
001660	000110	FIRE CONSULTING LLC	SOFTWARE	\$ 520.00
001661	000111	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 214.68
001662	000112	REPUBLIC SERVICES #375	MONTHLY SERVICE	\$ 128.48
001663	000113	WAV 11	MONTHLY SERVICE	\$ 69.00
			Total:	\$ 1,663.16

1321-2-8215-2005 / HAILEYVILLE FIRE DEPT M&O

001667	000114	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 691.62
			Total:	\$ 691.62

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

001666	000115	AT&T MOBILITY	MONTHLY SERVICE	\$ 109.08
			Total:	\$ 109.08

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

001611	000116	AT&T MOBILITY	MONTHLY SERVICE	\$ 133.27
001654	000117	MCALESTER LANDSCAPING SUPPLY	REPAIRS AND MAINTENA	\$ 262.43
001655	000118	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 37.75
			Total:	\$ 433.45

1321-2-8219-2005 / KIOWA FIRE DEPARTMENT M&O

001502	000119	AT&T MOBILITY	MONTHLY SERVICE	\$ 392.51
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PO	Warrant No.	Vendor Name	Purpose	Amount
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Rural Fire-ST

1321-2-8219-2005 / KIOWA FIRE DEPARTMENT M&O

Total: \$ 392.51

1321-2-8222-2005 / PITTSBURG FIRE DEPT M&O

001636	000120	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 52.03
001637	000121	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 65.58

Total: \$ 117.61

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

001408	000122	T & W TIRE	TIRES	\$ 1,099.51
001649	000123	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 49.31

Total: \$ 1,148.82

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

001292	000124	W.E. ALLFORD PROPANE	PROPANE	\$ 854.37
001664	000125	AT&T MOBILITY	MONTHLY SERVICE	\$ 254.89

Total: \$ 1,109.26

SH Commissary

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

000254	000021	BANCFIRST	POSITIVE PAY MONTHLY	\$ 147.29
001239	000022	COMMISSARY EXPRESS	COMMISSARY PRODUCT	\$ 1,594.29
001514	000023	COMMISSARY EXPRESS	KIOSK FEES	\$ 94.25

Total: \$ 1,835.83

SH Svc Fee

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

001595	000226	DEPARTMENT OF PUBLIC SAFETY	OLETS USER FEES	\$ 590.00
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Total: \$ 590.00

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

000233	000227	COMDATA	FUEL	\$ 1,623.45
000237	000228	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 156.00
000242	000229	BEMAC SUPPLY	JAIL MAINTENANCE SUP	\$ 87.08
001432	000230	LUKER HEAT & AIR	A/C REPAIR	\$ 1,697.50
001518	000231	BEMAC SUPPLY	PLUMBING PARTS ETC	\$ 692.70
001596	000232	GEN II FIRE PROTECTION	INSPECTION	\$ 470.00
001630	000233	LOWES	MAINTENANCE SUPPLIE	\$ 2,221.88

Total: \$ 6,948.61

PO	Warrant No.	Vendor Name	Purpose	Amount
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SH Svc Fee

1226-2-3400-2030 / INMATE PHONE

001519	000234	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 173.00
			Total:	\$ 173.00

Grand Total: \$ 255,828.59

Purchase Orders By Account

Fiscal Year : 2025-2026

Date Range: 08/17/2026 to 08/17/2026

PO	Warrant No.	Vendor Name	Purpose	Amount
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General

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

003462	004457	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 100.80
011222	004458	ADVANTAGE TRUCK & AUTO ACCESSO	WINDOW TINT	\$ 450.00
011415	004459	MCALESTER NEWS CAPITAL & DEM.	PUBLICATIONS	\$ 14,626.78
			Total:	\$ 15,177.58

0001-1-4500-2005 / AUDIT EXPENSE

011128	004460	STATE AUDITOR & INSPECTOR	AUDIT EXPENSE	\$ 28,259.47
			Total:	\$ 28,259.47

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

009152	004461	BANK OF AMERICA	LODGING	\$ 816.20
011414	004462	BANK OF AMERICA	OFFICE SUPPLIES ETC.	\$ 452.54
			Total:	\$ 1,268.74

Rural Fire-ST

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

002580	001319	EMERGENCY APPARATUS MAINTENA	REPAIR	\$ 6,071.84
008772	001320	EMERGENCY APPARATUS MAINTENA	PUMP TEST	\$ 6,308.16
010472	001321	COMDATA	FUEL	\$ 151.83
011053	001322	EMERGENCY APPARATUS MAINTENA	FIRE TRUCK REPAIR	\$ 7,647.32
			Total:	\$ 20,179.15

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

010474	001323	COMDATA	FUEL	\$ 214.58
			Total:	\$ 214.58

SH Svc Fee

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

011360	001984	ADVANTAGE TRUCK & AUTO ACCESSO	TRUCK ACCESSORIES	\$ 4,725.00
			Total:	\$ 4,725.00

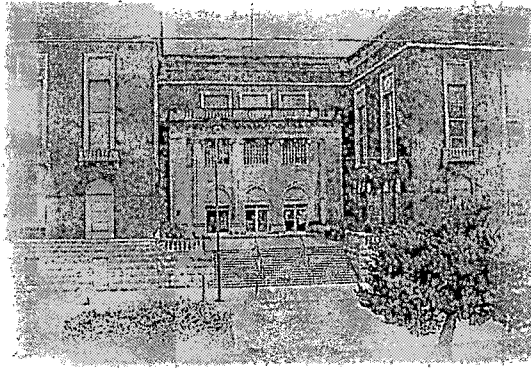
PO	Warrant No.	Vendor Name	Purpose	Amount
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Grand Total:	<u>\$ 69,824.52</u>
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PITTSBURG COUNTY CLERK'S OFFICE

DEPUTIES

BOBBI HARTSFIELD
MONICA SENNETT
VIRGINIA O'DELL
GLADYS BLANSETT



DEPUTIES

LAUREN GUTHRIE
MIRANDA BEDFORD
SYDNEY GROGAN
JEREMY KENNEDY
BLAKE WILLIAMSON

HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY COURTHOUSE, ROOM 103
P.O. BOX 3304
MCALESTER, OK 74502
OFFICE 918-423-6865 FAX 918-423-7304

Exceeded Purchase Order: As of August 17TH, 2026.

PO #	AMOUNT	EXCEEDED AMOUNT	VENDOR	FUND	DEPARTMENT
154	\$50.00	\$4.25	JAMES SUPPLIES	HWY-ST	DISTRICT 1
257	\$15,000.00	\$954.95	COMDATA	GENERAL	SHERIFF

Hope Trammell
Pittsburg County Clerk

PITTSBURG COUNTY ANIMAL SHELTER

PRIVATE CREMATION FOR THE MONTHS OF 2025

JANUARY-36-\$5375

FEBRUARY- 19-\$2760

MARCH- 21-\$2885

APRIL- 33-\$4680

MAY- 33-\$4695

JUNE- 29-\$4405

JULY- 28-\$3975

AUGUST- 22-\$3280

SEPTEMBER- 17-\$2755

OCTOBER- 31-\$4450

NOVEMBER- 29-\$4220

DECEMBER- 29-\$4310

TOTAL: 327-\$47,790 (2025)

PRIVATE CREMATIONS FOR THE MONTHS OF 2026

JANUARY-33-\$4675

FEBRUARY-22-\$3380

MARCH-22-\$3430

APRIL- 29-\$4305

MAY- 19-\$2935

JUNE-25-\$4060

JULY-27-\$3850

AUGUST-00-\$0000

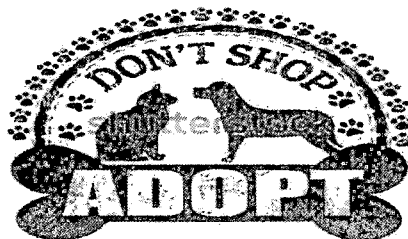
SEPTEMBER-00-\$0000

OCTOBER-00-\$0000

NOVEMBER-00-\$0000

DECEMBER-00-\$0000

TOTAL: 000-\$00,000 (2026)



PITTSBURG COUNTY ANIMAL SHELTER

OUT OF COUNTY SURRENDERS

FOR THE MONTHS OF (2025)

JANUARY- 26

FEBRUARY- 17

MARCH – 26

APRIL – 13

MAY – 24

JUNE— 21

JULY—28

AUGUST—09

SEPTEMBER— 34

OCTOBER-26

NOVEMBER- 09

DECEMBER- 11

TOTAL: 244 SURRENDERS (2025)

\$12,200.00

OUT OF COUNTY SURRENDERS

FOR THE MONTHS OF (2026)

JANUARY- 16

FEBRUARY-10

MARCH- 8

APRIL- 9

MAY-7

JUNE-13

JULY-7

AUGUST-

SEPTEMBER-

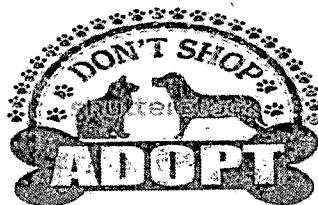
OCTOBER-

NOVEMBER-

DECEMBER-

TOTAL: 000 SURRENDER (2026)

\$00,000.00



www.shutterstock.com 1527093254

PITTSBURG COUNTY ANIMAL SHELTER

CUSTOMER COUNT FOR

THE MONTHS OF (2025)

JANUARY- 379

FEBRUARY – 312

MARCH – 332

APRIL – 303

MAY – 370

JUNE—404

JULY— 555

AUGUST- 436

SEPTEMBER- 413

OCTOBER- 350

NOVEMBER- 363

DECEMBER- 316 (4,533)2025

CUSTOMER COUNT FOR

THE MONTHS OF (2026)

JANUARY- 441

FEBRUARY- 347

MARCH- 321

APRIL- 461

MAY- 303

JUNE-366

JULY-424

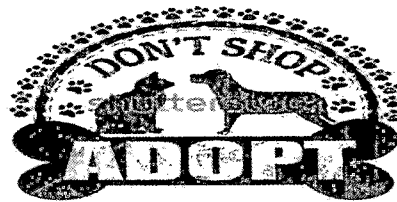
AUGUST-

SEPTEMBER-

OCTOBER-

NOVEMBER-

DECEMBER- 000 (0,000)2026



PITTSBURG COUNTY ANIMAL SHELTER FELINE ADOPTIONS & RECLAIMS

ADOPTIONS FOR THE MONTHS OF 2025

JANUARY-42

FEBRUARY-30

MARCH-44

APRIL-54

MAY-25

JUNE-33

JULY-30

AUGUST-18

SEPTEMBER-30

OCTOBER-32

NOVEMBER-33

DECEMBER-28

TOTAL ADOPTIONS 2025

399

ADOPTIONS FOR THE MONTHS OF 2026

JANUARY-26

FEBRUARY - 29

MARCH- 23

APRIL- 44

MAY- 35

JUNE-30

JULY- 30

AUGUST-

SEPTEMBER-

OCTOBER-

NOVEMBER-

DECEMBER-

TOTAL ADOPTIONS 2026

000



PITTSBURG COUNTY ANIMAL SHELTER

ADOPTIONS FROM PET SENSE (2025)

JANUARY - 9

FEBRUARY - 7

MARCH - 16

APRIL - 00

MAY - 5

JUNE - 5

JULY - 12

AUGUST - 8

SEPTEMBER - 5

OCTOBER - 6

NOVEMBER - 6

DECEMBER - 6

TOTAL: 85 ADOPTIONS(2025)

ADOPTIONS FROM PET SENSE (2026)

JANUARY- 3

February- 6

MARCH- 3

APRIL- 0

MAY - 2

JUNE- 0

JULY- 6

AUGUST-

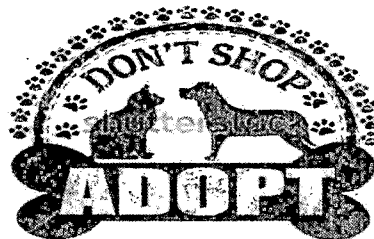
SEPTEMBER-

OCTOBER-

NOVEMBER-

DECEMBER-

TOTAL: 00 ADOPTIONS(2026)



PITTSBURG COUNTY ANIMAL SHELTER CANINE SURRENDERS

SURRENDERS FOR THE
MONTHS OF 2025

JANUARY- 128

FEBRUARY- 111

MARCH- 100

APRIL- 108

MAY- 157

JUNE- 155

JULY- 193

AUGUST- 141

SEPTEMBER- 148

OCTOBER- 126

NOVEMBER- 111

DECEMBER- 114

TOTAL FOR THE YEAR(2025)

1,592 SURRENDERS

SURRENDER FOR THE
MONTH OF 2026

JANUARY-144

FEBRUARY- 97

MARCH- 82

APRIL- 78

MAY- 109

JUNE- 117

JULY- 143

AUGUST-

SEPTEMBER-

OCTOBER-

NOVEMBER-

DECEMBER-

TOTAL FOR THE YEAR(2026)

0,000 SURRENDERS



PITTSBURG COUNTY ANIMAL SHELTER FELINE SURRENDERS

SURRENDERS FOR THE MONTHS OF 2025

JANUARY-75

FEBRUARY-54

MARCH-73

APRIL- 106

MAY-135

JUNE- 166

JULY- 199

AUGUST-132

SEPTEMBER- 165

OCTOBER- 153

NOVEMBER- 108

DECEMBER- 68

SURRENDERS FOR THE MONTHS OF 2026

JANUARY-45

FEBRUARY- 30

MARCH- 44

APRIL- 67

MAY-135

JUNE-175

JULY-189

AUGUST-

SEPTEMBER-

OCTOBER-

NOVEMBER-

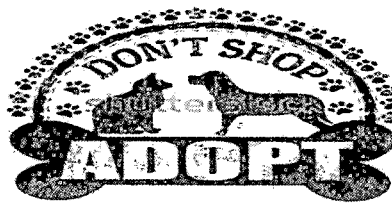
DECEMBER-

TOTAL FOR THE YEAR(2025)

1,434

TOTAL FOR THE YEAR(2026)

0,000



WWW.PITTSBURG-COUNTY-ANIMAL-SHELTER.COM 412.326.7423

PITTSBURG COUNTY ANIMAL SHELTER CANINE ADOPTIONS & RECLAIMS

ADOPTIONS FOR THE MONTHS OF 2025

JANUARY-58

FEBRUARY-66

MARCH-67

APRIL-42

MAY-74

JUNE-60

JULY-68

AUGUST-41

SEPTEMBER-50

OCTOBER-65

NOVEMBER-63

DECEMBER-51

TOTAL ADOPTIONS (2025)

705

ADOPTIONS FOR THE MONTHS OF 2026

JANUARY-76

FEBRUARY- 56

MARCH-29

APRIL- 92

MAY-49

JUNE-51

JULY- 50

AUGUST-

SEPTEMBER-

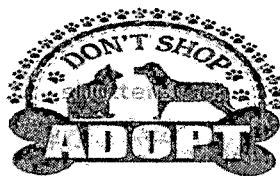
OCTOBER-

NOVEMBER-

DECEMBER-

TOTAL ADOPTIONS (2026)

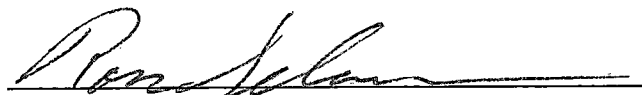
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KEDDO REAP
CLOSE-OUT DOCUMENTSubcontract Number: K1046-26 Beneficiary Pittsburg County/Brewer Road/N. Hickory St.
City or Unincorporated CommunitySubcontractor Name: Pittsburg County
City or CountyAddress: 115 E. Carl Albert Pkwy, Room 100
McAlester, OK 74501Telephone: 918-423-1338FAX: 918-423-0722F.E.I. (Federal Tax) Number: 73-6006407Total Amount of Subcontract: \$ 242,011.58Amount Received To Date: \$ 242,011.58Cash 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

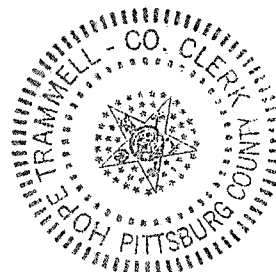
8/17/2026

Date

Notary or County/City Clerk Attest:


Signature

SEAL



2026

AFFIDAVIT CERTIFYING REAP PROJECT COMPLETION

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

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

Do hereby certify that REAP funds awarded under contract K1046-26;
(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.)

Repaired Grade and Drainage, prime and overlay approximately .66 miles of Brewer Road and

.34 miles of N. Hickory Street in Highway District 3

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
Council/Board

Dated this 17th day of August, 2026.

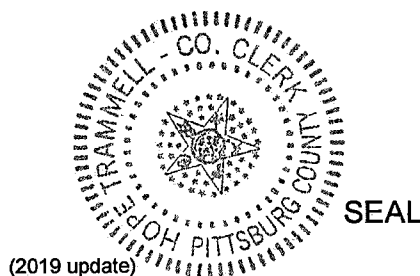
Ross Selman, Chairman, BOCC

Name and Title (Print)

Ross Selman
Signature

Notary or County/City Clerk Attest:

Rope Hammell





**HAMMONS
HAMBY &
PRICE, PLLC**
Attorneys at Law

312 N 4th Street
Muskogee, OK 74401
Office: (918) 683-0309
Fax: (918) 686-7510

August 11, 2026

Board of County Commissioners
Pittsburg County
Pittsburg County Courthouse
115 E Carl Albert Parkway
McAlester, OK

RE: Representation of County

Dear Mr. Smith,

We at Hammons Hamby & Price, PLLC, (hereinafter the "Firm") are pleased you have selected our firm to serve as counsel for your case. I am confident our firm will provide quality services in an efficient manner. This letter will confirm our discussion regarding engagement of this firm and will describe the basis on which our firm will provide legal services on behalf of you.

Accordingly, we submit for your approval the following provisions governing our engagement, hereinafter referred to as "Agreement." If you accept such terms, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to contact us.

We are pleased to have the opportunity to serve you.

Client. The Firm's client in this matter will be the Board of County Commissioners of Pittsburg County, Oklahoma, and is referred to in this letter as the "Client".

Scope. The Firm is engaged to provide the Client with legal services relating to the establishment of a tax increment financing district within Pittsburg County, Oklahoma. The Firm and the Client may agree to expand or limit the scope of our representation from time to time; however, any expansion or limitation must be confirmed in writing.

Term. Either the Client or the Firm may terminate our engagement at any time for any reason upon notice to the other; although, the Firm's right to terminate may be limited by the applicable rules of professional conduct. In the event that the Firm terminates the engagement, the Firm will take such steps as are reasonably practicable to protect the Client's interests in the above matter and, if the Client requests, the Firm will suggest possible successor counsel and provide that counsel with whatever papers provided to us. If permission for withdrawal is required by a

court, the Firm will promptly apply for that permission, and the Client agrees to engage successor counsel to represent the Client.

Personnel. The attorney executing this Agreement on behalf of the Firm will be the principal attorney responsible for handling this matter on behalf of the Client; however, the Client agrees that certain portions of the legal work may be delegated to other attorneys and staff within the firm within the reasonable discretion of the principal attorney. This delegation may require meetings which expend the time for which you will be billed. In addition, if in the opinion of the principal attorney, it is necessary for the timely or proper handling of the matter, the Firm may on behalf of the Client retain local or other legal counsel, court reporters, photographers, surveyors, title companies, appraisers, and experts either as witnesses or advisors. In the event our arrangement with other legal counsel would involve a division of our fee, the Firm will advise the Client and assume your approval unless the Client promptly informs the Firm otherwise.

Fees. The Firm's fees will be based on the time spent on Client's matters, with the minimum billable increment of time being **one-fourth (1/4th) of an hour**. The services for which Client may be charged include, for example, telephone and office conferences, conferences among our employees, research, correspondence, opinions, memoranda, court appearances, depositions, preparation of litigation documents, travel outside of the Muskogee area, and related papers. The Firm's current rates for the attorneys assigned to this matter are:

- **John Tyler Hammons \$300.00/hour**

The Firm adjusts these rates from time to time, typically on an annual basis. The Firm will notify the Client of adjustments, however, any adjustment must be confirmed by the Client in writing.

Expenses. In the course of providing services for the Client, our firm will incur expenses. These expenses may include, but are not limited to, charges for serving and filing papers, recording or certifying documents, depositions, transcripts, investigations, witnesses, computer research charges, long-distance telephone calls, copying charges, travel expenses incurred for travel outside of the Muskogee area, postage, and the fees and expenses of third parties. Our Firm will bill expenses to you as they are accrued. Large disbursements may be billed in advance, while certain costs associated with litigation-related work, including, for instance, the charges of expert witnesses and the charges of other law firms (acting, for example, as local counsel) may be forwarded to Client for direct payment to the billing party. **All allowable expenses will be billed at the cost to our firm without any markup.** Our Firm will not bill the Client, nor will our Firm make any claim against the Client, for expenses related to secretarial services of any sort except as are expressly requested by the Client. This includes both regular business hours work as well as overtime for such secretarial services.

Billing. A statement for legal fees will be rendered to the Client monthly and will include all legal fees incurred for the previous month. From time to time, the Firm will also include in such monthly statement a bill for incurred expenses directly related to the scope of this Agreement. All billings shall be due and payable upon receipt. Payment is due within thirty (30) days from the billing date. If payment is not received within such thirty (30) day period, the outstanding balance

will accrue interest at the rate of five percent (5%) per annum from the billing date until paid in full.

All invoices by the Firm will be sent to the Client at the following address:

115 E. Carl Albert Pkwy. Room 100

McAlester, OK 74501

Favorable Outcome Not Guaranteed. The Firm makes no warranty or representation concerning the successful termination of the matter or the favorable outcome of any legal action that may be undertaken. All statements by our personnel are statements of opinion only.

Power of Attorney. Client gives the Firm a power of attorney to execute all documents which are necessary or desirable to proceed with legal representation on the matter, such as pleadings, contracts, commercial paper, settlement agreements, compromises, releases, verifications, dismissals, orders, and other similar documents.

Retention of Files. Upon termination of the Firm's engagement, Client may, upon written request, take possession of all of Client's files including any property or items furnished by Client or otherwise relating to the services. The Firm has the right to retain copies, at our expense, of all items contained in those files. If Client does not elect to take custody of the files, the Firm will retain the files for what the Firm considers to be a reasonable time at which time the files will be disposed of without further notice to you. The Client agrees all files may be disposed of at any time after the Firm's engagement.

Post Engagement Matters. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise you with respect to future legal developments.

Client Responsibilities. The Client agrees to cooperate fully with the Firm and to provide promptly all information known or available relevant to the Firm's representation. The Client agrees to notify the Firm promptly of any change in the address or contact data for Client.

Lien. By the Client's signature on this Agreement, the Client hereby grants to the Firm a prior lien and security interest on all cash or other property received or recovered by the Client or the Firm under or related to any settlement, judgment, or other award to secure payment of the Client's fees and expenses to the Firm.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its conflict of law principles. Any dispute arising from this contractual relationship shall be decided solely and exclusively by State or Federal courts located in Muskogee, Oklahoma.

Informed Consent. The Client recognizes the Firm currently serves as City Attorney for the City of McAlester, Oklahoma (the "City"). The Client recognizes the City is located within the jurisdictional boundaries of the Client. The City and the Client occasionally interact with one another. While the Client believes the Firm's representation of the City to not be a concurrent conflict of interest as the scope of this engagement does not impact the interests of the City, pursuant to Rule 1.7(b)(4) of the Oklahoma Rules of Professional Conduct, the Client hereby gives its informed consent to the concurrent representation by the Firm of the County and City as it relates to the scope of this engagement to the extent such a conflict exists.

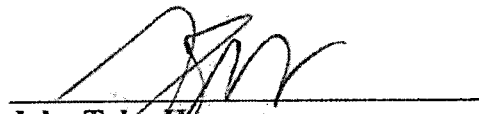
Integration. This Agreement constitutes the full and complete understanding between the Client and the Firm. Any other oral or written prior agreements or understandings are superseded hereby. Any amendment to this engagement must be signed in writing by all parties.

Please sign and date the accompanying copy of this letter and return to our office using the enclosed envelope. The effective date of this Agreement will be the date we receive copies showing execution by the Client.

We appreciate your confidence in us.

Sincerely,

HAMMONS HAMBY & PRICE, PLLC



John Tyler Hammons
President

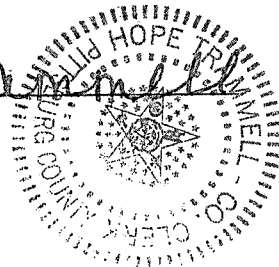
I, the authorized representative of the Client has read, understand, and agree to the terms of the above engagement letter this 17th day of August, 2026.



Chairman

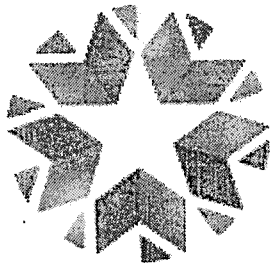


County Clerk





Approved by the Office of the District Attorney



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

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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

Clauses in which state agrees to purchase liability insurance covering the subject matter of the contract are void absent specific legislation, and clauses attempting to add private entity as additional insured on policy purchased with public funds are prohibited.

2 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.

3. 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.

N. 5. 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 8/17/2026

Print Name Date:

COMMISSIONER

Mike HAYNES 8/17/2026

Print Name Date:

COMMISSIONER

Charlie Rogers 8/17/2026

Print Name Date:

Location	Rate	Licensed Beds	Contracted Beds		Amount
Pittsburg	203.06	10	10		
FY27				31 Jul	62,948.60
July 1, 2026-June 30, 2027				31 Aug	62,948.60
CRL2027-312				30 Sep	60,918.00
				31 Oct	62,948.60
				30 Nov	60,918.00
				31 Dec	62,948.60
				31 Jan	62,948.60
				28 Feb	56,856.80
				31 Mar	62,948.60
				30 Apr	60,918.00
				31 May	62,948.60
				30 Jun	60,918.00
Line 1 - Base Rate	203.06		10	365	741,169.00
Line 2 - Per HB 1282	35.83			175	6,270.25
					747,439.25

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

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. Xanax);
- (D) clorazepate (a.k.a. Tranxene); and

(9) methaqualone (a.k.a. Quaalude, Parest, Sopor).

(10) Any other substance approved for testing by the Commissioner of Health of the Oklahoma State Department of Health (OSDH).

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

377:3-11-7. Testing Methods

(a) Tests will be conducted by an outside testing facility according to Drug and Alcohol Testing Rules of Oklahoma State Department of Health (OSDH).

(b) Drug testing. Drug testing shall be performed on urine samples or by other methods approved by OSDH.

(c) Alcohol testing. Initial testing shall be performed on blood, breath, or saliva or by other methods approved by OSDH. Confirmation testing shall be performed on breath or blood or by other methods approved by OSDH. Rehabilitation/post-rehabilitation alcohol tests may be performed on urine or by other methods approved by OSDH.

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

377:3-11-8. Collection Procedures

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

Source: 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 colocated 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 Rippe 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 EOYS, INC., (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 Contract with OJA.

Subcontractor Information:

FEI #: 73-1325874

Name: EASTERN OKLAHOMA YOUTH SERVICES, INC. (EOYS, INC.)

Mailing Address: 802 E. WYANDOTTE, MCALESTER, OK 74501

Contractor Signature



Date: 8/20/2026

State of Oklahoma

County of PITTSBURG

Subscribed and sworn before me this 20th day of August, 2026.

My Commission expires: 04/16/2027

Notary Public Certification Number: 03006291



NOTARY PUBLIC



JUL 06 2026

ASSIGNMENT AND ASSUMPTION AGREEMENT

SHERRY MURRAY
COUNTY CLERK

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into effective the 1st day of July, 2026 ("Effective Date"), by and between **CANADIAN COUNTY, OKLAHOMA**, whose address is 314 West Rogers, Mustang, OK 73036 ("Assignor") and **CANADIAN COUNTY CHILDREN'S JUSTICE CENTER AUTHORITY**, an Oklahoma public trust, whose address is 7905 East Highway 66, Mustang, OK 73036 ("Assignee").

RECITALS:

WHEREAS, Assignor and **PITTSBURG COUNTY** are parties to that Canadian County Juvenile Detention Center Services Agreement to provide services and facilities for juvenile detention for the fiscal year 2026-2027 ending June 30, 2027 (the "Contract").

WHEREAS, Assignor desires to assign all of its right, title and interest under the Contract to Assignee and Assignee is willing to assume all of Assignor's liabilities and obligations under the Contract under the terms and conditions of this Assignment;

AGREEMENT:

NOW, THEREFORE, for valuable consideration received, the parties, intending to be legally bound, agree as follows:

1. **Recitals.** All of the above recitals are incorporated herein by reference.
2. **Assignment.** Assignor assigns, conveys and transfers to Assignee and Assignee's representatives, successors and assigns, all of Assignor's rights, obligations, liabilities, title and interest in and to the Contract. Assignor covenants and agrees that, as of the date of this Agreement, the Contract is in full force and effect, has not been breached by Assignor and that the interests hereby assigned are free and clear from all encumbrances of Assignor.
3. **Acceptance, Assumption.** Assignee accepts the foregoing Assignment and covenants and agrees to abide by, keep, perform and assume all the conditions, covenants, obligations and provisions of the Contract to be kept and performed by Assignor. Assignee agrees to indemnify, hold harmless and defend Assignor from and against any and all liability, causes of action, claims, damages, judgments, costs, losses and expenses (including reasonable attorney's fees) arising from or related to any default by Assignee under the Contract for periods on and after the date of this Agreement.
4. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties hereto, their respective representatives, successors and assigns. The terms and conditions of this Agreement shall be governed by and interpreted under Oklahoma law without regard to conflicts of law principles.
5. **Notice.** Assignee's address for Notices required under the Contract shall be: 7905 East Highway 66, Mustang, OK 73036

260718

The parties herein have set their hands the day and year first above written.

ASSIGNOR:

CANADIAN COUNTY

Tracey Rider, Chair
Board of County Commissioners

ATTEST:

Sherry Murray
Sherry Murray, County Clerk



ASSIGNEE:

**CANADIAN COUNTY CHILDRENS
JUSTICE CENTER AUTHORITY**

Lacey Dawson
Lacey Dawson, Chair
Board of Trustees

ATTEST:

Larisa Hooper
Larisa Hooper, Secretary
Board of Trustees

CONSENT

PITTSBURG COUNTY consents to the assignment of the Contract to Assignee and accepts Assignee as successor in interest to Assignor under the terms and conditions contained in this Agreement

PITTSBURG COUNTY

By: Ross Selman

Printed Name: Ross Selman

Its: Chairman, Bocc

Date: 8/17/2026

RECEIVED

AUG 18 2026

PITTSBURG COUNTY
ELECTION BOARD

ACCEPTED

AUG 18 2026

4pm
w/ Person

SPACE RESERVED FOR FILING INFORMATION

MINUTES AND RESOLUTION OF MEETING
CALLING SPECIAL ELECTION

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETINGS ACT INCLUDING THE POSTING OF NOTICE AND AGENDA, THE BOARD OF COUNTY COMMISSIONERS OF PITTSBURG COUNTY, STATE OF OKLAHOMA, MET IN REGULAR SESSION IN THE COUNTY COMMISSIONERS CONFERENCE ROOM, PITTSBURG COUNTY COURTHOUSE, 115 EAST CARL ALBERT PARKWAY, ROOM 100B, MCALESTER, OKLAHOMA, AT 9:00 A.M. ON THE 17th DAY OF AUGUST, 2026.

PRESENT: Ross Selman, Mike Haynes, Charlie Rogers

ABSENT: None

THEREUPON the Chairman introduced the following Resolution and upon motion by Commissioner Rogers, second by Commissioner Selman, said Resolution was adopted by the following vote:

AYE: Charlie Rogers, Mike Haynes, Ross Selman

NAY: None.

Said Resolution was thereupon signed by the Chairman, attested by the County Clerk of Pittsburg County, sealed with the seal of said County, and is as follows:

A resolution authorizing the calling and holding of a special election in Pittsburg County, Oklahoma (the "county") on November 3, 2026, for the purpose of submitting to the qualified electors of the county for their approval or rejection the question of imposing a new excise tax increase upon the gross proceeds or gross receipts derived from the service of furnishing rooms by hotel, apartment hotel, motels, vacation rental homes, tourist homes, houses or courts of any kind or nature, lodging houses, inns, rooming houses, bed and breakfast establishments, corporate lodgings, trailer houses, trailer motels, dormitory space where bed space is rented to individuals or groups, apartments of any kind or nature not occupied by permanent residents, and for the furnishing of any other facility for public lodging, except campsites, within those areas of the county wherein a municipal lodging tax is not currently in effect as of November 3, 2026, of five percent (5%) effective on April 1, 2027, for an unlimited duration or until repealed by the voters of the county, said gross proceeds or gross receipts to be utilized for the promotion of tourism within the county; authorizing the taking of other actions related to the special election; and declaring an emergency.

WHEREAS, pursuant to authority of Title 68, Oklahoma Statutes 2011, Section 1370.9, as amended, inclusive, the Board of County Commissioners of Pittsburg County, Oklahoma, (the "County Commissioners") have adopted this Resolution of said Pittsburg County, Oklahoma (the

"County"), enabling the collection of a lodging tax on certain taxable sales as herein provided; and

WHEREAS it is deemed advisable by the County to utilize the funds generated by the increased lodging tax to promote tourism within Pittsburg County, Oklahoma.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PITTSBURG COUNTY, OKLAHOMA:

SECTION 1: PROPOSITION. That the Chairman of the County Commissioners of the County is hereby authorized and directed to call for an election to be held in the County on November 3, 2026, for the purpose of submitting to the qualified electors thereof the following propositions for their approval or rejection:

PROPOSITION

Shall the imposition of a new excise tax increase upon the gross proceeds or gross receipts derived from the service of furnishing rooms by hotel, apartment hotel, motels, vacation rental homes, tourist homes, houses or courts of any kind or nature, lodging houses, inns, rooming houses, bed and breakfast establishments, corporate lodgings, trailer houses, trailer motels, dormitory space where bed space is rented to individuals or groups, apartments of any kind or nature not occupied by permanent residents, and for the furnishing of any other facility for public lodging, except campsites, within those areas of Pittsburg County wherein municipal lodging tax is not currently in effect as of November 3, 2026, of five percent (5%) effective on April 1, 2027, for an unlimited duration or until repealed by the voters of Pittsburg County, said gross proceeds or gross receipts to be utilized for the promotion of tourism within Pittsburg County, be approved?

SECTION 2: CALL FOR ELECTION. Such call for said election be by proclamation, signed by the Chairman or Vice-Chairman and attested by the County Clerk or Deputy County Clerk, setting forth the proposition to be voted upon, that the ballots shall set forth the proposition to be voted upon substantially as set out in Section 1 hereof, and the returns of said election shall be made to and canvassed by the Pittsburg County Election Board.

SECTION 3: CONDUCT OF ELECTION. The number and location of polling places, the hours of opening and closing of the polls, and the names of the officers who shall conduct the election shall be the same as regular polling places and persons prescribed by the Pittsburg County Election Board for elections in Pittsburg County.

SECTION 4: PUBLICATION OF ELECTION PROCLAMATION AND NOTICE. That the County Clerk of Deputy County Clerk is hereby authorized to cause a copy of said Special Election Proclamation and Notice of even date herewith to be published at least four (4) weeks in a legal newspaper of Pittsburg County, Oklahoma as required by Title 19, Oklahoma Statutes 2021, Section 383.

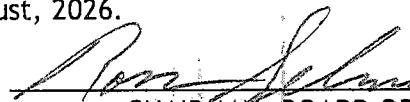
SECTION 5: DELIVERY TO COUNTY ELECTION BOARD. The County Clerk shall serve, or cause to be served, a copy of this Resolution and the Election Proclamation and Notice upon the office of the Pittsburg County Election Board at least sixty (60) days prior to the date of the election.

SECTION 6: EFFECTIVE DATE OF LODGING TAX: Should the proposition be approved, the new lodging tax levied herein shall be effective April 1, 2027.

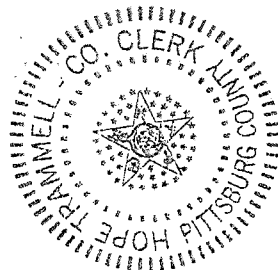
SECTION 7: EMERGENCY. That by reason of said Pittsburg County being without adequate funding to provide for the public safety and welfare of Pittsburg County, it is deemed and hereby declared necessary for the preservation of the public health, peace and safety that said election be held without delay, and to that end that this Resolution shall become operative immediately; an emergency is hereby declared to exist whereby this Resolution shall be in full force and effect immediately from and after its passage and approval.

PASSED, APPROVED AND ADOPTED this 17th day of August, 2026.

PITTSBURG COUNTY, OKLAHOMA:


CHAIRMAN, BOARD OF COUNTY
COMMISSIONERS OF PITTSBURG COUNTY,
OKLAHOMA

ATTEST:




COUNTY CLERK, PITTSBURG COUNTY,
OKLAHOMA
(SEAL)

RECEIVED BY PITTSBURG COUNTY
ELECTION BOARD THIS 17th DAY
OF AUGUST, 2026:


SECRETARY, PITTSBURG COUNTY
ELECTION BOARD
(SEAL)

INFORMATION NOTE TO THE COUNTY ELECTION BOARD: The propositions contained in this Resolution requires a majority vote for its passage and approval pursuant to Title 68, Oklahoma Statutes 2021, Section 1370.

CERTIFICATION OF MINUTES AND RESOLUTION AUTHORIZING ELECTION PROCLAMATION
LODGING TAX

STATE OF OKLAHOMA }
COUNTY OF PITTSBURG } SS

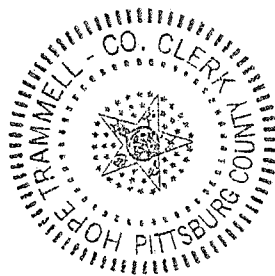
I, the undersigned, the duly qualified and acting County Clerk of Pittsburg County, State of Oklahoma, hereby certify that the above and foregoing is a true, correct and complete copy of the Resolution duly adopted by the Board of County Commissioners of Pittsburg County and of the proceedings of the Board of County Commissioners in the adoption of a said Resolution, on the date therein set out as shown by the records of my office.

Further, I certify that in conformity with Title 25, Oklahoma Statutes 2011, Sections 301-314, inclusive, as amended (the Oklahoma Open Meetings Act) I received notice of the meeting as required by law, and I did, or caused to be done, the following acts:

1. At least twenty-four (24) hours prior to said meeting, gave public notice in writing of the date, time, and place of said meeting of the County Commissioners of Pittsburg County; and
2. At least twenty-four (24) hours prior to said meeting (excluding Saturday, Sundays and legal holidays declared by the State of Oklahoma), display public notice of said meeting in prominent public view at the principal office of the County Commissioners and at the location of said meeting, such notice setting forth therein the date, time, place, and agenda for said meeting;
3. And, that the minutes of the meeting reflect the time and manner of such notice of the meeting required by the Oklahoma Open Meetings Act.

WITNESS my hand and seal of said County this 17th day of August, 2026.

(SEAL)



Hope Trammell
COUNTY CLERK
PITTSBURG COUNTY, OKLAHOMA

AUG 18 2026

PITTSBURG COUNTY
ELECTION BOARD

**SPECIAL ELECTION PROCLAMATION
AND NOTICE**

SPACE RESERVED FOR FILING INFORMATION

Pursuant to the provisions of Title 68, Oklahoma Statutes 2011, as amended, Section 1370.9 and a Resolution of the Board of County Commissioners of Pittsburg County, Oklahoma, authorizing the calling of a special election for the purpose hereinafter set forth, I, the undersigned Chairman of the Board of County Commissioners of Pittsburg County, Oklahoma, hereby call a lodging tax election to be held on November 3, 2026 for the purpose of submitting the following proposition to the qualified electors of Pittsburg County for their approval or rejection.

PROPOSITION

Shall the imposition of a new excise tax increase upon the gross proceeds or gross receipts derived from the service of furnishing rooms by hotel, apartment hotel, motels, vacation rental homes, tourist homes, houses or courts of any kind or nature, lodging houses, inns, rooming houses, bed and breakfast establishments, corporate lodgings, trailer houses, trailer motels, dormitory space where bed space is rented to individuals or groups, apartments of any kind or nature not occupied by permanent residents, and for the furnishing of any other facility for public lodging, except campsites, within those areas of Pittsburg County wherein a municipal lodging tax is not currently in effect as of November 3, 2026, of five percent (5%) effective on April 1, 2027, for an unlimited duration or until repealed by the voters of Pittsburg County, said gross proceeds or gross receipts to be utilized for the promotion or tourism within Pittsburg County, be approved?

The ballot used at said election shall set out the proposition as above set forth and shall also contain the words:

- ☐ For the proposition - YES
☐ Against the proposition - NO

TO VOTE, FILL IN THE BOX NEXT TO YOUR CHOICE(S) LIKE THIS:



Only the registered, qualified voters of Pittsburg County, Oklahoma, may vote upon the proposition as set forth above.

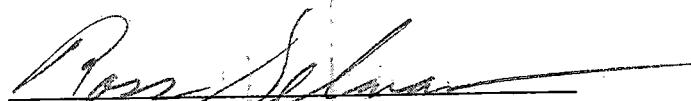
Only the registered, qualified voters of Pittsburg County, Oklahoma, may vote upon the proposition as set forth above.

The polls shall be opened at 7:00 A.M. and remain open continuously until and be closed at 7:00 P.M.

The number and location of the polling places and the names of the persons who shall conduct said election shall be designated by the Pittsburg County Election Board. Such officers shall also act as counters and certify the results thereof as required by law.

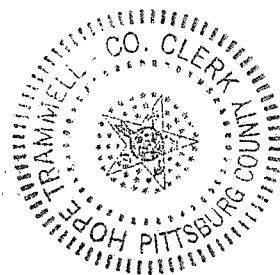
WITNESS our hands as Chairman and Clerk of Pittsburg County, Oklahoma and the seal of the County this 17th day of August, 2026.

PITTSBURG COUNTY, OKLAHOMA:



CHAIRMAN, BOARD OF COUNTY
COMMISSIONERS OF PITTSBURG
COUNTY, OKLAHOMA,

ATTEST:

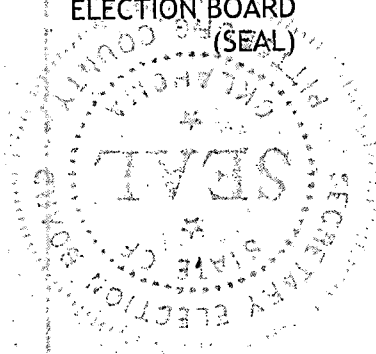


COUNTY CLERK, PITTSBURG COUNTY,
OKLAHOMA
(SEAL)

RECEIVED BY PITTSBURG COUNTY
ELECTION BOARD THIS 17th
DAY OF AUGUST, 2026:



SECRETARY, PITTSBURG COUNTY
ELECTION BOARD
(SEAL)



(Signature Page to Special Election Proclamation and Notice)

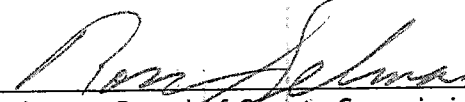
RECEIVED

AUG 18 2026

PITTSBURG COUNTY
ELECTION BOARD

CERTIFICATE OF FILING

I, the undersigned, being the duly elected and qualified Chairman of the Board of County Commissioners of Pittsburg County, Oklahoma, hereby certify that I have filed, or caused to be filed a copy of the attached Election Proclamation and Notice - Lodging Tax dated August 17, 2026, with the District Attorney of Pittsburg County, Oklahoma this 17th day of August, 2026.



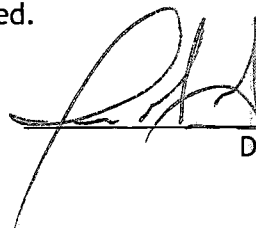
Chairman, Board of County Commissioners
Pittsburg County, Oklahoma

CERTIFICATE OF DISTRICT ATTORNEY AS TO LEGAL CORRECTNESS

I, the undersigned, being duly elected and qualified District Attorney of Pittsburg County, Oklahoma, hereby certify for and on behalf of the Board of County Commissioners of Pittsburg County, Oklahoma (the "Board"), as follows:

1. I have received the attached Election Proclamation and Notice - Lodging Tax approved by the Board on August 17, 2026 and submitted for approval by the Board on August 17, 2026, pursuant to Title 19, Oklahoma Statutes 2021, Section 388(A), as amended and supplemented.
2. I have reviewed for legal correctness the Election Proclamation and Notice - Lodging Tax approved by the Board of August 17, 2026 and submitted for approval by the Board on August 17, 2026, pursuant to Title 19, Oklahoma Statutes 2021, Section 388(C), as amended and supplemented.
3. The proposed ballot title submitted by the County complies with Subsections A and B of Title 19, Oklahoma Statutes 2021, Section 388 (C), as amended and supplemented.
4. This certification shall serve as and satisfy the written notice to the Board required by Title 19, Oklahoma Statutes 2021, Section 388 (C), as amended and supplemented.

IN WITNESS WHEREOF, I have hereunto set my official signature this 17th day of August, 2026, and provided this certificate to the Board this 17th day of August, 2026, a date being within five (5) days of its submission to me, as required by Title 19, Oklahoma Statutes 2021, Section 388(C), as amended and supplemented.



District Attorney, District 18

CERTIFICATE OF SERVICE OF ELECTION PROCLAMATION AND NOTICE

STATE OF OKLAHOMA

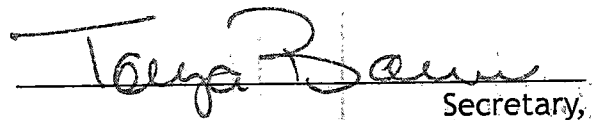
COUNTY OF PITTSBURG

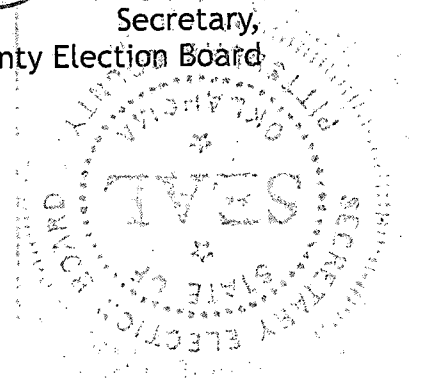
SS

I, the undersigned, the duly qualified and acting Secretary of the Pittsburg County Election Board, hereby certify that a copy of the Resolution of the Board of County Commissioners of Pittsburg County, Oklahoma, dated August 17, 2026, calling for the holding of a special lodging tax increase election on November 3, 2026, and the Election Proclamation related thereto was personally served upon the office of the Pittsburg County Election Board on the 17th day of August, 2026.

Witness my hand and seal of the Pittsburg County Election Board this 17th day of August, 2026.

(SEAL)


Secretary,
Pittsburg County Election Board



RESOLUTION
27-040

Publishing Revised Fee Schedule
to the Pittsburg County Floodplain Regulations

The Board of County Commissioners of Pittsburg County, Oklahoma, met in regular session on Monday, August 17, 2026.

WHEREAS, after proper notice has been given to the Oklahoma Water Resources Board, the Board of County Commissioners of Pittsburg County, pursuant to Oklahoma Statutes, Title 82 § 1610.B, publish the following Pittsburg County Floodplain Regulations Revised Fee Schedule:

a. Inspection Fee - per inspection	-	\$50.00
b. Variance Request Filing Fee	-	\$75.00
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 permit fee

Note: Fees b through f include initial inspection fee. Please contact the Pittsburg County Floodplain Administrator at 918-423-4726 before submitting payment.

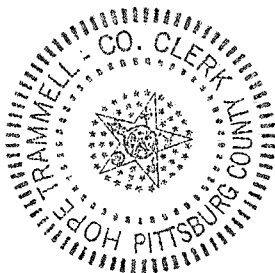
All permits expire six (6) months from original permit date.

WHEREAS, the Revised Fee Schedule was presented to the Board of County Commissioners of Pittsburg County, Oklahoma on Monday, June 29, 2026 for adoption and was approved unanimously.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Pittsburg County, Oklahoma, do hereby approve this resolution to publish the above-mentioned fee schedule for the Pittsburg County Floodplain Regulations as required by Oklahoma Statutes, Title 82 § 1610.B to be effective no less than 15 days after the date of adoption.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN

VICE-CHAIRMAN

MEMBER

COUNTY CLERK

Article VI

Pittsburg County Fee Schedule

Submitted to the Board of County Commissioners for Approval 6/29/2026
Submitted to the Oklahoma Water Resources Board for Approval
Published in the McAlester News Capital

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	\$ 75.00
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: Fees b through f include initial inspection fee. Please contact the Pittsburg County Floodplain Administrator at 918.423-4726 before submitting payment.

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

RESOLUTION

NO. 27-041

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, August 17TH, 2026.

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

8439 to Comdata dated March 30TH, 2026 in the amount of \$1,000.00 for Fuel.

10467 to Comdata dated June 1ST, 2026 in the amount of \$1,000.00 for Fuel.

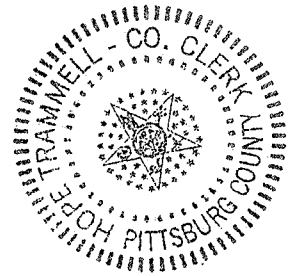
WHEREAS, the purchase orders were not used, therefore they are no longer needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel
Purchase Orders 8439 & 10467 for FY 2025-2026.


CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

NO. 27-042

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, August 17TH, 2026.

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

8773 to Emergency Apparatus Maintenance Inc. dated April 7TH, 2026 in the
amount of \$2,155.00 for Service & Maintenance on Engine 1 & 2.

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

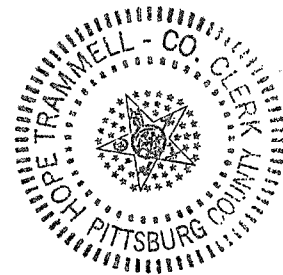
THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel
Purchase Order 8773 for FY 2025-2026.

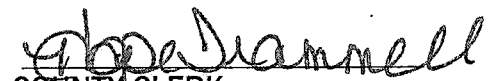

CHAIRMAN


MEMBER


MEMBER

ATTEST:




COUNTY CLERK

RESOLUTION

NO. 27-043

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, August 17TH, 2026.

WHEREAS, EMERGENCY MANAGEMENT wishes to cancel the following Purchase
Order

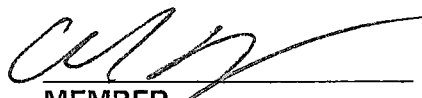
7065 to Kellpro Software & Technology dated February 12TH, 2026 in the amount of
\$1,347.00 for Email Services.

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 7065 for FY 2025-2026.

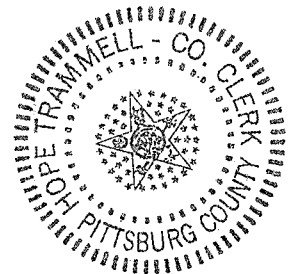

CHAIRMAN


MEMBER


MEMBER

ATTEST:


COUNTY CLERK



RESOLUTION
27-044
To Advertise

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, August 17, 2026.

WHEREAS, Pittsburg County Highway District 1, wish to advertise for the following:

One (1) 2025 or newer Asphalt Paver, Lease purchase with financing included.

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, September 4, 2026 at 4:00 p.m. All bids received after 4:00 p.m. on Friday, September 4, 2026 WILL NOT BE OPENED. Bids will be opened on Tuesday, September 8, 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:

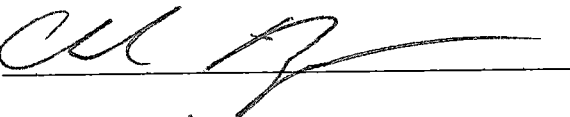
CHAIRMAN



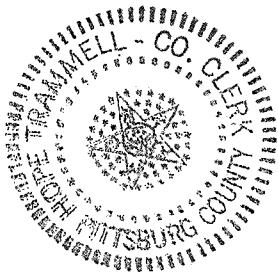
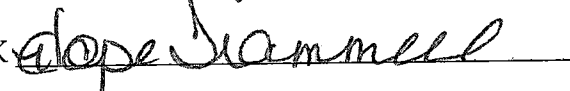
VICE-CHAIRMAN



MEMBER



COUNTY CLERK



Product Specifications

**One (1) 2025 or newer Asphalt Paver,
Lease Purchase with Financing Included**

1. Dimensions

- a. Length: 15' 3"
14' 3" transport
- b. Width: 8' 6" transport
10' hopper wings down
- c. Height: 6' 9" low deck
6' 10" high deck
- d. Total Weight (with HD screed): 21,920 lbs.
22,620 lbs. (with HD Pro Screed or equivalent)

2. Engine:

- a. Kubota turbocharged diesel or equivalent
- b. Tier 4 Final - 125 HP (93 kW) @ 2,200 rpm
- c. Remote mounted DOC + DPF + SCR

3. Capacities:

- a. Fuel: 32 gallons
- b. Hydraulic: 25 gallons
- c. Washdown tank: 7 gallons
- d. DEF tank: 5 gallons

4. Hopper:

- a. Hopper size: 9 ton
- b. Hopper height: 31.75"
- c. Hopper wings: Heavy-duty .5" with large radius corners
- d. Rear hopper wing wipers

5. Paving Widths:

- a. Machine has variable paving widths up to 15' (HD)
- b. Machine has variable paving widths up to 15' 6" (with HD Pro Screed or equivalent)

6. Paving Depths:

- a. Electronically operated hydraulic tow point cylinders with toggle switches allow operation of grade from the high and low deck positions
- b. Includes manual flight screws positioned on the screed
- c. Depth: 0 to 6"

7. Available Screed:

- a. Legend HD Screed or equivalent: Variable up to 15', weight 3,450 lbs
- b. Legend HD Pro Screed or equivalent: Variable up to 15' 6", weight 4,150 lbs

8. Under Auger Material Cutoff:

- a. Two independent hydraulically operated 4' wide gates located under the augers and constructed of at least .25" A-36 plate steel
- b. Operational from the main control panel or screed controls:

9. Material Augers:

- a. Two independent, hydraulically driven, segmented augers. Operated automatically or manually
- b. Proportionally adjustable from 0-173 rpm
- c. Augers are 12" diameter and are cast from .625" SAE 4140 heat-treated steel
- d. System has manual override functions and automatic functions are controlled by sonic sensors (non-contacting)
- e. Quick change auger assemblies
- f. Single point lube system

10. Conveyors

- a. Two independent, hydraulically driven conveyors with automatic shut-off
- b. Dual 20.5" feeding conveyors
- c. Highway class HD conveyor chains and flight bars
- d. Quad bearings, front and rear conveyor
- e. System has manual override functions and automatic functions are controlled by a paddle and proximity sensor.

11. Operators Platform

- a. Includes both right and left hand seats 4' 6" above ground with a lockable cover for the instrument panel

12. Operators Controls:

- a. High deck/low deck configuration
- b. Includes dual electronic steer
- c. All control switches are located in one box that can be slid to each side. Dash panel includes augers, screed extension, cut-offs, hopper wings, conveyors, grade controls, and lights
- d. Color graphic control screen with digital readouts. Review and monitor system vitals including: oil pressure, hour meter, fuel gauge, voltmeter, water temp, tachometer, hydraulic oil temp, engine diagnostics

13. Screed Controls:

- a. Screed control boxes are on each side and contain extension, cutoff, auger, tow, horn, e-stop, slope, and berm

14. Steering:

- a. Dual electronic steering controls
- b. Machine can be controlled from a high deck position or lowered to control at the screed
- c. Electronically controlled pumps operate the forward/reverse motion from dual joysticks

15. Washdown System:

- a. Electric HD pump with two 25' x .375" diameter hose reels and spray nozzles
- b. Built in pressure sensor and shutoff
- c. Citrus tank sight gauge

16. Hydraulic System:

- a. Variable volume hydraulic pumps for each drive
- b. Independent constant volume pumps for augers, conveyors, cylinders, and charge
- c. Hydraulic oil: all weather, all temperature
- d. Dual 77,000 BTU oil coolers

17. Push Rollers:

- a. Two 3.5" diameter rollers with sealed bearings mounted on a swivel frame
- b. Vertically adjustable push rollers, 7" of height adjustment
- c. Adjustable height push rollers with self-cleaning scrapers

18. Track Drive System:

- a. Hydrostatically powered, self-cleaning crawler type tracks consisting of drive sprocket, seven rollers (five oscillating) and hydraulically adjustable front idler
- b. Drive mechanism is torque hub driven which consist of two speeds and obtained by means of a toggle switch
- c. Fail safe brakes
- d. Track size: 14" wide x 94" overall, Poly pad tracks 72" ground contact
- e. Paving speed: 0 to 164 fpm (1.84 mph)
- f. Travel speed: 0 to 316 fpm (3.59 mph)

19. Additional Standard Equipment:

- a. Back-up alarm
- b. LED beacon light
- c. LED work light package
- d. Automatic screed temperature control
- e. Heated end gates
- f. Vandalism protection cover
- g. Horn
- h. Two seats

20. Optional Equipment:

- a. Legend HD PRO Screed, Weight 4,150
- b. Lower drive control mount
- c. Truck hitch
- d. Steering wheel drive controls, in lieu of joysticks
- e. Wiring only, grade controls (TopCon)
- f. Dual grade control (TopCon)
- g. Dual grade and slope (TopCon)
- h. Other options available

21. Training, Support and Company:

- a. Training and support manuals
- b. Optional on-site operator training by Dealer
- c. Two-year, unlimited hours warranty against any manufacturer defects
- d. Extended warranty available
- e. 60+ years manufacturing experience

- f. ISO 9001 Certified
- g. Sourcewell Contract #060122-VTL
- h. Manufactured in USA