



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 28 2026

TIME 8:30 AM
HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY

BY _____ DEPUTY

DATE: August 31, 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 24, 2026

B. Special Meeting from August 27, 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. COMMISSIONERS

i. Letter removing Requisitioning Officer- Emergency Management

7. FISCAL TRANSACTIONS

A. Claims and Purchase Orders

B. Transfers

C. Monthly Reports

D. Blanket Purchase Orders

8. UNFINISHED BUSINESS

None.

9. GRANTS

None.

10. AGENDA ITEMS

- A. Discussion, Consideration and Possible Action to Approve/Disapprove County-Wide Burn Ban
- B. Discussion, Consideration and Possible Action to Approve Interlocal agreement between Pittsburg County District 2 and James Porter
- C. Discussion, Consideration and Possible Action to Approve Interlocal agreement between Pittsburg County District 2 and Bobb Arterberry
- D. Discussion, Consideration and Possible Action to Approve Fiscal Year 2027 Agreement with Amergis Temporary Employment Services- Health Department
- E. Discussion, Consideration and Take Action to Approve the 2026 Schedule of Federal Awards (SEFA)
- F. Discussion, Consideration and Take Action to Approve Subdivision Plat for Nine Oaks development – District 1
- G. Resolution 27-052 to Remove Item from Inventory – District 2
- H. Resolution 27-053 to Accept Donation
- I. Resolution 27-054 to Declare Item Surplus and Remove from Inventory – District 1
- J. Resolution 27-055 Authorizing Application for Choctaw Development Funds; Approve Application for Choctaw Development Funds for the Southeast Expo Center
- K. Resolution 27-056 to Cancel Purchase Order(s)- Animal Shelter
- L. Resolution 27-057 to Cancel Purchase Order(s)- Election Board
- M. Resolution 27-058 to Cancel Purchase Order(s)- Assessor
- N. EXECUTIVE SESSION:
 - i. To Perform the Employee Personnel Performance Evaluation for Lizzie Strain, Housekeeping, pursuant to Oklahoma Statutes, Title 25 § 307.B.1
 - ii. To Perform the Employee Personnel Performance Evaluation for Jason Morris, Housekeeping, pursuant to Oklahoma Statutes, Title 25 § 307.B.1
 - iii. To Perform the Employee Personnel Performance Evaluation for Josh O'Dell, Expo Center, 3rd Deputy pursuant to Oklahoma Statutes, Title 25 § 307.B.1
 - iv. To Perform the Employee Personnel Performance Evaluation for Kevin Martin, Asphalt Plant, 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 31, 2026
MEETING MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on August 31, 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 8:30 A.M., August 28, 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 24, 2026: The minutes from the previous meeting, August 24, 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.

B. SPECIAL MEETING AUGUST 27, 2026: The minutes from the previous meeting, August 27, 2026 special 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: None.

6. OFFICIALS – DEPARTMENT REPORTS:

A. COMMISSIONERS:

i. LETTER RMOVING REQUISITIONING OFFICER – EMERGENCY

MANAGEMENT: Selman read the changes to the requisitioning officers. Rogers made a motion to approve the changes to the requisitioning officers; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

7. FISCAL TRANSACTIONS:

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

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

B. TRANFERS: 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: Selman made a motion to approve the monthly reports of officers; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

The board moved down the agenda to item 8.

8. UNFINISHED BUSINESS: None.

9. GRANTS: None.

10. AGENDA ITEMS:

A. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO

APPROVE/DISAPPROVE COUNTY-WIDE BURN BAN: Leo Baughman state that as of the 27th most of the county is in moderate drought with a portion being in severe drought. Baughman stated that we are forecast to be 3 or more days with 100 degrees. Baughman explained that they have polled the fire chiefs and that 16 of the 17 chiefs that responded are for the burn ban. Baughman gave an overview of the recent fires. Haynes asked when the drought monitor will be updated. Baughman explained that the burn ban is updated on Thursday. Selman stated that he has asked the DA if they can place a burn ban over part of the county and that it has to be the whole county. Baughman stated that forestry has also said that it has to be county wide. Selman stated that he has concerns with placing a ban if it cannot be enforced. Baughman read the requirements for a burn ban. Selman stated that by the requirements he feels that there are not exceptional or extreme fires. Haynes stated that he has had several people contact him that want the burn ban. Selman asked Haynes what is the cause of the fires in his district. Haynes stated that he is unsure. Baughman stated that the majority of the chief are for the ban and that we have 1 forecast of 100 degree days with no rain. Selman stated why set a burn ban if it can't be enforced. Baughman stated that they are looking at legislation to change the laws concerning burn bans in the next session. Rogers stated that he is for the ban if it can be enforced. Haynes stated that he is for the ban. Baughman gave examples of fires in the county. Rogers asked to moved down the agenda and come back to the item. Selman made a motion to table the item until later in the meeting; seconded by Rogers.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

B. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO

APPROVEINTERLOCAL AGREEMENT BETWEEN PITTSBURG COUNTY

DISTRICT 2 AND JAMES PORTER: Haynes explained the interlocal agreement. Selman made a motion to approve the interlocal agreement; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

C. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE

INTERLOCAL AGREEMENT BETWEEN PITTSBURG COUNTY DISTRICT 2 AND

BOBB ARTERBERRY: Haynes explained the interlocal agreement. Selman made a motion to approve the contract; seconded by Haynes.

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AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

D. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE FISCAL YEAR 2027 AGREEMENT WITH AMERGIS TEMPORARY EMPLOYMENT SERVICES – HEALTH DEPARTMENT: Selman stated that the contract is for a nurses and customer service reps. 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 TAKE ACTION TO APPROVE THE 2026 SCHEDULE F FEDERAL AWARDS (SEFA): Sandra Crenshaw stated that the amount for federal awards will not require a full federal audit. Selman made a motion approve the SEFA ; seconded by Rogers.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

F. DISCUSSION, CONSIDERATION AND TAKE ACTION TO APPROVE SUBDIVISION PLAT FOR NINE OAKS DEVELOPMENT – DISTRICT 1: Rogers made a motion to approve the plat without accepting the roads; seconded by Selman.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

G. RESOLUTION 27-052 TO REMOVE ITEM FROM INVENTORY – DISTRICT 2:
Selman read the resolution stating the following item.

DESCRIPTION	ITEM#	SERIAL/VIN#
2005 Chevrolet Truck	D2-301.2B	2GCEK19B451318614

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 27-053 TO ACCEPT DONATION: Selman read the resolution. Selman made a motion to approve the resolution; seconded by Rogers.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

I. RESOLUTION 27-054 TO DECLARE ITEM SURPLUS AND REMOVE FROM INVENTORY – DISTRICT 1: Selman read the resolution stating the following item.

DESCRIPTION	ITEM#	SERIAL/VIN#
Rubber Wheel Loader	D1-345.110	A36501

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

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

J. RESOLUTION 27-055 AUTHORIZING APPLICATION FOR CHOCTAW DEVELOPMENT FUNDS; APPROVE APPLICATION FOR CHOCTAW DEVELOPMENT FUNDS FOR THE SOUTHEAST EXPO CENTER: Selman read the resolution. Selman made a motion to approve the resolution and application; seconded by Rogers.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

K. RESOLUTION 27-056 TO CANCEL PURCHASE ORDER(S) – ANIMAL SHELTER:

Selman read the resolution stating purchase orders 296, 297, 1111, 1974, 1978, 2009, 3106, 2150, 3923, 3925, 3972, 3973, 4719, 4724, 4767, 5684, 5743, 6612, 6641, 6644, 7478, 7481, 7482, 7484, 8673, 8675, 9584, 9615, 9616, 10434, 10436 and 10439. Rogers made a motion to cancel the purchase orders; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

L. RESOLUTION 27-057 TO CANCEL PURCHASE ORDER(S) – ELECTION BOARD:

Selman read the resolution stating purchase order 1644. Rogers made a motion to cancel the purchase orders; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

M. RESOLUTION 27-058 TO CANCEL PURCHASE ORDER(S) – ASSESSOR: Selman read the resolution stating purchase order 10817. Rogers made a motion to cancel the purchase orders; seconded by Haynes.

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 10N.

10. AGENDA ITEMS:

K. EXECUTIVE SESSION:

i. TO PERFORM THE EMPLOYEE PERSONNEL PERFORMANCE EVALUATION FOR LIZZIE STRAIN, HOUSEKEEPING, PURSUANT TO OKLAHOMA STATUTES, TITLE 25 § 307.B.1:

ii. TO PERFORM THE EMPLOYEE PERSONNEL PERFORMANCE EVALUATION FOR JASON MORRIS, HOUSEKEEPING, PURSUANT TO OKLAHOMA STATUTES, TITLE 25 § 307.B.1:

iii. TO PERFORM THE EMPLOYEE PERSONNEL PERFORMANCE EVALUATION FOR JOSH ODELL, EXPO CENTER, 3RD DEPUTY, PURSUANT TO OKLAHOMA STATUTES, TITLE 25 § 307.B.1:

iv. TO PERFORM THE EMPLOYEE PERSONNEL PERFORMANCE EVALUATION FOR KEVIN MARTIN, ASPHALT PLANT, PURSUANT TO OKLAHOMA STATUTES, TITLE 25 § 307.B.1:

Selman made a motion to enter into executive session; seconded by Rogers.

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 Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

Selman made a motion to postpone the employee evaluations of Jason Morris and Kevin Martin until the next regular meeting September 8, 2026; seconded by Haynes.

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AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

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

A. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE/DISAPPROVE COUNTY-WIDE BURN BAN: Selman stated that after the previous discussion they should impose an 8 day burn ban and read the exemptions to the ban. Rogers made a motion to approve the 8-day burn ban; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

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

7. FISCAL TRANSACTIONS:

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
District 1	2044	\$ 1000.00	Unifirst
District 1	2045	\$ 1,000.00	Warren Power
District 1	2046	\$ 200.00	Eufaula Auto Parts
District 1	2047	\$ 5,000.00	Comdata
District 1	2048	\$ 60.00	James Supply
District 1	2049	\$ 1,000.00	P&K Equipment
District 1	2050	\$ 1,000.00	Unifirst
District 1	2051	\$ 1,000.00	Yellowhouse Machinery
District 1	2052	\$ 1,000.00	Weldon Parts
District 1	2053	\$ 300.00	Airgas
District 1	2054	\$ 25.00	H2O Depot
District 3	2055	\$ 1,000.00	Kiamichi Automotive
District 3	2056	\$ 1,200.00	Unifirst
District 3	2057	\$ 6,000.00	Comdata
Emergency Mgmt	2058	\$ 300.00	Cintas 1 st Aid
Emergency Mgmt	2059	\$ 2,000.00	Comdata
Emergency Mgmt	2060	\$ 212.00	Prokill
Emergency Mgmt	2061	\$ 100.00	OTA Pikepass
Emergency Mgmt	2062	\$ 1,500.00	Lowes
Emergency Mgmt	2063	\$ 500.00	Kiamichi Automotive

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DEPT	PO	AMOUNT	VENDOR
Building Maintenance	2064	\$ 500.00	Broken Arrow Electric
Indianola Fire	2065	\$ 1,000.00	Atwood's
Building Maintenance	2066	\$ 150.00	Unifirst
Building Maintenance	2067	\$ 125.00	Unifirst
Fire Fighters Assoc	2068	\$ 2,000.00	Muskogee Communications
Building Maintenance	2069	\$ 550.00	H2O Depot
District Attorney	2070	\$ 100.00	H2O Depot
Building Maintenance	2071	\$ 450.00	Unifirst
Building Maintenance	2072	\$ 500.00	Unifirst 1 st Aid
Ashland Fire	2073	\$ 500.00	Kiamichi Automotive
Blanco Fire	2074	\$ 1,500.00	Kiamichi Automotive
Indianola Fire	2075	\$ 1,500.00	Kiamichi Automotive
Pittsburg Fire	2076	\$ 2,500.00	Kiamichi Automotive
Tannehill Fire	2077	\$ 500.00	Kiamichi Automotive
Blue Fire	2078	\$ 1,000.00	Titus Snow
Highway 9 Fire	2079	\$ 75.00	Longtown Water
Building Maintenance	2080	\$ 65.00	Bank of America
Building Maintenance	2081	\$ 2,000.00	Jamesco
District Attorney	2082	\$ 750.00	Comdata
Haywood/Arpelar Fire	2083	\$ 1,000.00	Comdata
Tannehill Fire	2084	\$ 1,250.00	Comdata
Haileyville Fire	2085	\$ 1,250.00	Comdata
District Attorney	2086	\$ 750.00	Comdata
Canadian Shores Fire	2087	\$ 1,000.00	Comdata
Highway 9 Fire	2088	\$ 1,000.00	Comdata
Bugtussle Fire	2089	\$ 1,000.00	Comdata
Blanco Fire	2090	\$ 1,000.00	Comdata
Ashland Fire	2091	\$ 1,000.00	Comdata
Blue Fire	2092	\$ 1,000.00	Comdata
Sam's Point Fire	2093	\$ 1,000.00	Comdata
Alderson Fire	2094	\$ 1,250.00	Comdata
Kiowa Fire	2095	\$ 1,000.00	Comdata
Shady Grove Fire	2096	\$ 1,000.00	Comdata
Visual Inspection	2097	\$ 700.00	Comdata
Canadian Fire	2098	\$ 1,000.00	Comdata
High Hill Fire	2099	\$ 1,250.00	Comdata
Indianola Fire	2100	\$ 1,500.00	Comdata
District Attorney	2101	\$ 50.00	OTA Pikepass
Jail	2102	\$ 2,000.00	Caring Hands
Jail	2103	\$ 2,000.00	Dr. Christopher Beene
District 2	2104	\$ 1,500.00	Kiamichi Automotive
District 2	2105	\$ 6,000.00	Michael A Price
District 2	2106	\$ 1,500.00	Unifirst
Jail	2107	\$ 300.00	Patton Veterinary
Jail	2108	\$ 1,000.00	Ben E Keith
Jail	2109	\$ 500.00	TH Rogers
Jail	2110	\$ 1,500.00	Compliance Resource
Jail	2111	\$ 1,000.00	Strickland Bros
Jail	2112	\$ 1,500.00	Pepsi Cola
Jail	2113	\$ 1,000.00	Bemac

DEPT	PO	AMOUNT	VENDOR
Jail	2114	\$ 1,000.00	O'Reilly's
Jail	2115	\$ 2,500.00	Comdata
Jail	2116	\$ 3,500.00	Jamesco
Jail	2117	\$ 2,000.00	T&W Tire
Jail	2118	\$ 500.00	H2O Depot
Jail	2119	\$ 300.00	Cintas 1 st Aid
Jail	2120	\$ 1,000.00	Lowes
Jail	2121	\$ 120.00	Ben E Keith
Sheriff	2122	\$ 2,500.00	Hiland Dairy
Sheriff	2123	\$ 2,500.00	FBS of North Texas
District 2	2125	\$ 300.00	H2O Depot
Sheriff	2126	\$ 700.00	Dept Public Safety
Sheriff	2127	\$ 2,000.00	Pepsi Cola
Sheriff	2128	\$ 5,000.00	Custom Technologies
Sheriff	2129	\$ 2,000.00	Okla Tax Commission
Sheriff	2130	\$ 200.00	Bancfirst
Sheriff	2131	\$ 9,500.00	Ben E Keith
Sherif	2132	\$16,000.00	Comdata
District 1	2133	\$ 1,000.00	Kiamichi Automotive

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

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

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

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2026-2027

Date Range: 08/31/2026 to 08/31/2026

PO	Warrant No.	Vendor Name	Purpose	Amount
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Animal Shelter

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

001344	000102	AMAZON CAPITAL SERVICES INC.	URNS	\$ 994.65
001795	000103	AADVANTAGE LAUNDRY SYSTEMS	DRYER REPAIR	\$ 638.50
001873	000104	CENTER, EWELL	VET SERVICES	\$ 700.00
001976	000105	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 1,195.28
			Total:	\$ 3,528.43

Econ Dev Trust

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

001189	000093	PEPSI-COLA BOTTLING CO.	CONCESSION SUPPLIES	\$ 1,149.27
001818	000094	HARTSFIELD, DAYTON	CONTRACT LABOR	\$ 138.96
001819	000095	FORD, MARY	CONTRACT LABOR	\$ 156.94
001820	000096	ODELL, VIRGINIA	CONTRACT LABOR	\$ 134.82
001821	000097	ODELL, EMILY	CONTRACT LABOR	\$ 148.32
001822	000098	HARTSFIELD, DANIELLE	CONTRACT LABOR	\$ 147.12
001823	000099	KENWORTHY, ANGELA	CONTRACT LABOR	\$ 131.40
001824	000100	FRY, TONI	CONTRACT LABOR	\$ 148.96
001842	000101	ATWOODS	CONCESSION SUPPLIES	\$ 39.96
001845	000102	LINGO COMMUNICATIONS	MONTHLY SERVICE	\$ 478.75
001868	000103	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 11,353.33
001899	000104	OKLA. DEPT. OF HEALTH	LICENSE RENEWAL	\$ 125.00
001903	000105	PEPSI-COLA BOTTLING CO.	CONCESSION SUPPLIES	\$ 1,705.62
001967	000106	RURAL WATER DIST. #7	MONTHLY SERVICE	\$ 38.75
001968	000107	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 208.80
001969	000108	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 186.47
001970	000109	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 75.80
001971	000110	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 25.94
001972	000111	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 46.39
001973	000112	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 98.62
001974	000113	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 25.94
001977	000114	PITTS, JAMES	CONTRACT LABOR	\$ 250.00
001978	000115	BAIRD, TYLER	CONTRACT LABOR	\$ 250.00
001979	000116	DALLEY, GLENN RYAN	CONTRACT LABOR	\$ 250.00
001981	000117	FOWLER, WYATT A.	CONTRACT LABOR	\$ 250.00
001982	000118	WESTBROOK, COLTEN	CONTRACT LABOR	\$ 225.00
001984	000119	MCFARLAND, MATTHEW	CONTRACT LABOR	\$ 475.00
001985	000120	SINGLETON, KALIN R.	CONTRACT LABOR	\$ 500.00
001986	000121	MORGAN, DAKOTA	CONTRACT LABOR	\$ 550.00

PO	Warrant No.	Vendor Name	Purpose	Amount
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Econ Dev Trust

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

001998	000122	CORPUS, ESSENCE	CONTRACT LABOR	\$ 250.00
			Total:	\$ 19,565.16

Emergency Mgmt

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

001916	000042	T & W TIRE	FLAT REPAIR	\$ 50.00
			Total:	\$ 50.00

General

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

002020	000701	SCHILLER, AMIE	REIMBURSEMENT	\$ 50.00
			Total:	\$ 50.00

0001-1-0800-1310 / COMMISSIONERS TRAVEL

002006	000702	SELMAN, WILLIAM R.	TRAVEL	\$ 120.00
			Total:	\$ 120.00

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

001869	000703	U.S. POSTAL SERVICE	POSTAGE	\$ 1,500.00
001874	000704	MILLER OFFICE EQUIPMENT	COPY OVERAGE	\$ 14.80
			Total:	\$ 1,514.80

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

001833	000705	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 1,879.91
			Total:	\$ 1,879.91

0001-1-2200-1310 / ELECTION BOARD TRAVEL

001900	000706	BARNES, TONYA M.	TRAVEL	\$ 115.52
001901	000707	HOLT, CHRISTY	TRAVEL	\$ 80.56
			Total:	\$ 196.08

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

000600	000708	AMERICAN LEGION	POLL RENT	\$ 80.00
000601	000709	ASSEMBLY OF GOD CHURCH	POLL RENT	\$ 80.00
000602	000710	BARCHEERS, BARBARA	POLL RENT	\$ 80.00
000603	000711	BLOCKER BAPTIST CHURCH	POLL RENT	\$ 80.00
000604	000712	BLUE FIRE DEPT.	POLL RENT	\$ 80.00

PO	Warrant No.	Vendor Name	Purpose	Amount
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General

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

000605	000713	CANADIAN UNITED METHODIST	POLL RENT	\$ 80.00
000606	000714	CENTRAL CHRISTIAN CHURCH	POLL RENT	\$ 80.00
000607	000715	CHURCH OF CHRIST	POLL RENT	\$ 80.00
000608	000716	CROWDER SENIOR CITIZENS	POLL RENT	\$ 80.00
000609	000717	DREAM CITY CHURCH	POLL RENT	\$ 80.00
000610	000718	FIRST BAPTIST CHURCH	POLL RENT	\$ 80.00
000611	000719	HARTSHORNE CATHOLIC HALL	POLL RENT	\$ 80.00
000612	000720	HIGH HILL BAPTIST CHURCH	POLL RENT	\$ 80.00
000613	000721	LIGHTHOUSE OF PRAYER CHURCH	POLL RENT	\$ 80.00
000614	000722	LIVING WORD CHURCH	POLL RENT	\$ 80.00
000615	000723	NEW HOPE CHURCH	POLL RENT	\$ 80.00
000616	000724	NORTH TOWN CHURCH OF CHRIST	POLL RENT	\$ 80.00
000617	000725	HIGHWAY 9 COMMUNITY CENTER	POLL RENT	\$ 80.00
000618	000726	RICHVILLE BAPTIST CHURCH	POLL RENT	\$ 80.00
000619	000727	SCIPIO COMMUNITY CENTER	POLL RENT	\$ 80.00
000620	000728	SHADY GROVE CHURCH	POLL RENT	\$ 80.00
000621	000729	TANNEHILL FIRE DEPARTMENT	POLL RENT	\$ 80.00
000622	000730	THE CHURCH ON FLOWERY MOUNDS	POLL RENT	\$ 80.00
000623	000731	TI VALLEY BAPTIST CHURCH	POLL RENT	\$ 80.00

Total: \$ 1,920.00

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

000821	000732	VIP TECHNOLOGY SOLUTIONS GROU	ANNUAL SERVICE FEE	\$ 12,059.59
001074	000733	UNIFIRST CORP.	FLOOR MATS AND ETC	\$ 94.78
001709	000734	AMAZON CAPITAL SERVICES INC.	FANS	\$ 663.44
001892	000735	PRO KILL INC.	PEST SPRAY	\$ 69.00
002011	000736	O HARA AND ADAMS PLLC.	LEGAL SERVICES	\$ 300.00
002012	000737	O HARA AND ADAMS PLLC	LEGAL SERVICES	\$ 1,604.25
002014	000738	ALL ABOUT U PLUMBING	PLUMBING REPAIRS	\$ 125.00
002038	000739	MALCOLM MECHANICAL	A/C REPAIR	\$ 1,270.00

Total: \$ 16,186.06

0001-2-6300-2005 / FLOODPLAIN BOARD

002005	000740	OFMA	MEMBERSHIP DUES	\$ 625.00
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Total: \$ 625.00

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

000291	000741	OSU-CTP	TRAINING	\$ 65.00
002043	000742	AT&T	MONTHLY INTERNET SE	\$ 210.12

Total: \$ 275.12

PO	Warrant No.	Vendor Name	Purpose	Amount
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General

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

001860	000743	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 295.01
002013	000744	RURAL WATER DIST. #7	MONTHLY SERVICE	\$ 43.75
			Total:	\$ 338.76

0001-5-0900-1310 / OSU TRAVEL

001861	000745	WILSON, STEPHANIE	TRAVEL	\$ 53.58
			Total:	\$ 53.58

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

001862	000746	ALERT 360	SECURITY MONITORING	\$ 36.97
			Total:	\$ 36.97

Health

1216-3-5000-1110 / HEALTH DEPT. PS

001891	000032	OKLA. STATE DEPT. OF HEALTH	PERSONAL SERVICES	\$ 52,909.23
			Total:	\$ 52,909.23

1216-3-5000-1310 / HEALTH DEPT. TRAVEL

000686	000033	HOLIDAY INN EXPRESS & SUITES	LODGING	\$ 220.00
001867	000034	JOSLIN, TAMMY	TRAVEL	\$ 106.64
			Total:	\$ 326.64

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

000960	000035	STAPLES	INK CARTRIDGES ETC.	\$ 1,026.49
001463	000036	C R MOWING	LAWN CARE	\$ 250.00
001493	000037	STAPLES	INK CARTRIDGES ETC.	\$ 444.92
001711	000038	AMAZON CAPITAL SERVICES INC.	HEALTH DEPT SUPPLIES	\$ 170.30
001746	000039	AMAZON CAPITAL SERVICES INC.	DRILL BITS ETC.	\$ 78.29
001759	000040	AMAZON CAPITAL SERVICES INC.	PROGRAM SUPPLIES	\$ 74.78
001810	000041	AMAZON CAPITAL SERVICES INC.	LIGHTS ETC	\$ 102.50
001898	000042	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 3,503.55
001906	000043	CLIFFORD POWER SYSTEMS	GENERATOR MAINTENA	\$ 1,308.00
			Total:	\$ 6,958.83

Hwy-ST

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

000741	000418	MUSKOGEE SAND COMPANY INC	CLASS A SAND	\$ 5,652.47
001760	000419	DOLESE	3/8" #2 COVER CHIPS	\$ 12,998.19

PO	Warrant No.	Vendor Name	Purpose	Amount
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Hwy-ST

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

001987	000420	RURAL WATER DIST #6	MONTHLY SERVICE	\$ 56.28
			Total:	\$ 18,706.94

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

001975	000421	MSTS RECEIVABLES LLC	SHOP SUPPLIES	\$ 779.91
002026	000422	T-MOBILE	MONTHLY SERVICE	\$ 265.65
002027	000423	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 65.32
			Total:	\$ 1,110.88

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

000295	000424	OSU-CTP	TRAINING	\$ 195.00
001215	000425	DOLESE	1 1/2" CRUSHER RUN	\$ 13,023.52
001679	000426	PRICE, MICHAEL A	RED GRAVEL	\$ 3,190.00
001731	000427	MCALISTER AUTO GLASS	WINDSHIELD REPLACEM	\$ 560.00
001747	000428	WELDON PARTS INC	RADIO	\$ 330.19
001764	000429	SOUTHERN TIRE MART LLC	TIRES	\$ 3,960.00
001776	000430	ATWOODS	TRASH BAGS	\$ 64.94
001778	000431	ADAMS TRUE VALUE	SPRAYER	\$ 116.00
001781	000432	AMAZON CAPITAL SERVICES INC.	OFFICE SUPPLIES	\$ 21.05
001813	000433	PRICE, MICHAEL A	RED GRAVEL	\$ 1,000.00
001826	000434	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 829.50
001827	000435	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 74.20
001829	000436	TWIN CITIES READY MIX	WALL BLOCKS	\$ 330.00
001832	000437	TWIN CITIES READY MIX	WALL BLOCKS	\$ 330.00
001847	000438	TWIN CITIES READY MIX	CONCRETE	\$ 1,728.80
001852	000439	MAXWELL SUPPLY COMPANY	SIDE MARKERS	\$ 50.50
001880	000440	WELDON PARTS INC	LIGHTS ETC	\$ 823.39
001893	000441	LOWES	PAINT ETC	\$ 558.94
001895	000442	ATWOODS	FENCING SUPPLIES	\$ 147.88
001896	000443	FREEDOM FORD	OIL CHANGE	\$ 90.70
001913	000444	MCELROY, JILL E.	CONTRACT LABOR	\$ 350.00
001914	000445	KIAMICHI AUTOMOTIVE WAREHOUSE	BATTERIES	\$ 449.97
002028	000446	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 76.20
			Total:	\$ 28,300.78

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

000548	000447	SILVA AIR CONDITIONING & REFRIGER	HVAC INSTALLATION	\$ 11,206.00
002037	000448	WAGONER STEEL BUILDINGS, LLC	BUILDING CONSTRUCTIO	\$ 9,800.90
			Total:	\$ 21,006.90

PO	Warrant No.	Vendor Name	Purpose	Amount
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Hwy-ST

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

001421	000449	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 86.96
001980	000450	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 289.86
			Total:	\$ 376.82

Jail-ST

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

001836	000122	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 322.96
001994	000123	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 1,118.17
			Total:	\$ 1,441.13

1315-2-8034-2011 / JAIL INMATE MEDICAL

000230	000124	CARING HANDS HEALTHCARE CENTE	INMATE PRESCRIPTIONS	\$ 998.29
002018	000125	CARING HANDS HEALTHCARE CENTE	INMATE PRESCRIPTIONS	\$ 987.00
			Total:	\$ 1,985.29

1315-2-8034-2012 / JAIL INMATE GROCERIES

001674	000126	BEN E. KEITH LOCKBOX	INMATE GROCERIES	\$ 8,789.57
			Total:	\$ 8,789.57

Rental Of County Property

1241-4-0500-2040 / RENTAL AND LEASES - EXPO

001730	000002	SIGNS BY JADE	BANNERS	\$ 175.00
001762	000003	SIGNS BY JADE	BANNERS	\$ 60.00
			Total:	\$ 235.00

Rural Fire-ST

1321-2-8203-2005 / ASHLAND FIRE DEPT M&O

000187	000145	KIAMICHI AUTOMOTIVE WAREHOUSE	AUTO PARTS	\$ 333.98
			Total:	\$ 333.98

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

001831	000146	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 706.61
			Total:	\$ 706.61

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

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

001835	000147	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 183.30
002001	000148	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 123.00
002002	000149	THE BURROWS AGENCY	INSURANCE	\$ 3,530.00
Total:				\$ 3,836.30

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

001991	000150	COOKSON HILLS ELECTRIC COOP.	MONTHLY SERVICE	\$ 104.00
001992	000151	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 210.69
Total:				\$ 314.69

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

002019	000152	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 172.90
Total:				\$ 172.90

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

001090	000153	LONGTOWN RW&S DIST. #1	MONTHLY SERVICE	\$ 40.00
001988	000154	CROSS TELEPHONE CO.	MONTHLY SERVICE	\$ 119.82
001989	000155	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 432.00
Total:				\$ 591.82

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

001081	000156	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 307.87
002015	000157	RURAL WATER DIST #18	MONTHLY SERVICE	\$ 200.00
Total:				\$ 507.87

1321-2-8221-2005 / MCALESTER FIRE DEPT M&O

000993	000158	CASCO INDUSTRIES	HELMETS ETC	\$ 1,540.00
001606	000159	CASCO INDUSTRIES	NOMEX HOODS	\$ 665.00
Total:				\$ 2,205.00

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

001848	000160	H & H ALARM CO INC	MONTHLY SERVICE	\$ 42.50
002003	000161	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 196.07
002004	000162	THE BURROWS AGENCY	INSURANCE	\$ 724.00
Total:				\$ 962.57

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

000336	000163	REDLINE FIRE EQUIPMENT & SUPPLY	BUMPER KIT ETC	\$ 2,361.10
Total:				\$ 2,361.10

PO	Warrant No.	Vendor Name	Purpose	Amount
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SH Commissary

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

001365	000027	AMAZON CAPITAL SERVICES INC.	COMMISSARY SUPPLIES	\$ 21.88
001516	000028	COMMISSARY EXPRESS	COMMISSARY PRODUCT	\$ 1,970.19
001629	000029	U LINE	OFFICE FURNITURE	\$ 7,003.35
001696	000030	COMMISSARY EXPRESS	KIOSK FEES	\$ 84.50
001697	000031	COMMISSARY EXPRESS	COMMISSARY PRODUCT	\$ 1,850.16
			Total:	\$ 10,930.08

SH Svc Fee

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

000241	000281	BEN E. KEITH LOCKBOX	DISHWASHER LEASE	\$ 115.00
000378	000282	AMAZON CAPITAL SERVICES INC.	CLUTCH ETC	\$ 383.70
000476	000283	PATTON VETERINARY CLINIC	VETERINARY SERVICE	\$ 284.82
000848	000284	THE BANK N.A.	TRAVEL EXPENSES	\$ 1,720.19
001157	000285	BEN E. KEITH LOCKBOX	DISHWASHER LEASE	\$ 115.00
001517	000286	AMAZON CAPITAL SERVICES INC.	BOOTS ETC.	\$ 738.84
001634	000287	AMAZON CAPITAL SERVICES INC.	OFFICE CHAIRS	\$ 805.58
001669	000288	VYVE BROADBAND	CABLE SERVICE	\$ 388.32
001684	000289	BEN E. KEITH LOCKBOX	JAIL KITCHEN SUPPLIES	\$ 778.74
001685	000290	JAMESCO ENTERPRISES LLC	JAIL JANITORIAL SUPPLI	\$ 2,945.01
001698	000291	AMAZON CAPITAL SERVICES INC.	UNIFORM PANTS ETC	\$ 396.99
001815	000292	CHARM TEX INC	TOWELS	\$ 197.10
001855	000293	AT&T MOBILITY	MONTHLY SERVICE	\$ 2,243.16
001856	000294	AT&T MOBILITY	MONTHLY SERVICE	\$ 1,882.75
001865	000295	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 59.18
001866	000296	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 185.00
002030	000297	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 29.60
002031	000298	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 75.39
002034	000299	LONGTOWN RW&S DIST. #1	MONTHLY SERVICE	\$ 40.00
			Total:	\$ 13,384.37

1226-2-3400-2030 / INMATE PHONE

001828	000300	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 126.00
001839	000301	NCIC	INMATE PHONE TIME	\$ 5,031.74
			Total:	\$ 5,157.74

Grand Total: \$ 229,952.91

PO	Warrant No.	Vendor Name	Purpose	Amount
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Emergency Mgmt

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

009153	000224	ITEMC	REGISTRATION	\$ 400.00
010425	000225	CINTAS FIRST AID AND SAFETY #418	FIRST AID SUPPLIES	\$ 113.51
010564	000226	FEDERAL SIGNAL CORPORATION	YEARLY SUBSCRIPTION	\$ 3,150.00
			Total:	\$ 3,663.51

General

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

011402	004466	AMAZON CAPITAL SERVICES INC.	LAPTOP CASE	\$ 103.92
			Total:	\$ 103.92

0001-1-2000-2011 / MEDICAL-INMATE

011401	004467	AMAZON CAPITAL SERVICES INC.	INMATE MEDICAL SUPPLI	\$ 824.16
			Total:	\$ 824.16

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

011367	004468	AMAZON CAPITAL SERVICES INC.	OFFICE SUPPLIES ETC.	\$ 1,570.81
			Total:	\$ 1,570.81

Highway

1102-6-4200-4110 / DIST. #2 CAPITAL OUTLAY

007415	002805	TORNADO ALLEY ARMOR, LLC	SAFE ROOM	\$ 2,456.00
			Total:	\$ 2,456.00

Rural Fire-ST

1321-2-8211-4110 / ELM POINT FIRE DEPT CAP OUTLAY

011091	001326	CASCO INDUSTRIES	SCBA	\$ 41,880.00
			Total:	\$ 41,880.00

SHERIFF ASSISTANCE GRANT

PO	Warrant No.	Vendor Name	Purpose	Amount
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SHERIFF ASSISTANCE GRANT

1574-2-0400-4110 / SHERIFF FUNDING ASSISTANCE GRANT

005915	000056	H&H SHOOTING SPORTS	GUNS & ETC	\$ 18,726.00
			Total:	\$ 18,726.00

SH Svc Fee

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

007860	001985	CENTRAL RESTAURANT PRODUCTS	SWITCH	\$ 124.50
011168	001986	CINTAS FIRST AID AND SAFETY #418	CPR TRAINING	\$ 5,500.00
			Total:	\$ 5,624.50

Grand Total: \$ 74,848.90



*McAlester/Pittsburg County
Emergency Management*

705 EOC Drive
McAlester, Oklahoma 74501
Office: (918) 423-5655

August 17, 2026

Pittsburg County Commissioners Office
115 East Carl Albert Parkway
McAlester. OK 74501

Dear Commissioners,

Please note that Denton Cossey is to be removed as requisitioning officer for the Pittsburg County Emergency Management Office.

Best Regards,

Leonard Baughman
Director



Board of County Commissioners, Pittsburg County

Charlie Rogers
District #1

Mike Haynes
District #2

Ross Selman
District #3

The Pittsburg County Board of County Commissioners, pursuant to the authority granted by O.S. § 2-16. B, do hereby proclaim that extreme fire danger exists in Pittsburg County. As defined within this statute, this situation has been verified by a documented concurrence of the majority of the Pittsburg County fire chiefs or their designees.

By virtue of this letter. It is unlawful for any person to set fire to any forest, grass, range, crop or other wildlands, or to build a campfire or bonfire, or to burn trash or other material that may cause a forest, grass, range, crop or other wildland fire.

Enforcement of this letter may be carried out by any law enforcement officer of this State. Any person convicted of violating this letter shall be guilty of a misdemeanor punishable by a fine of not more than Five Hundred Dollars (\$500.00), by imprisonment for not more than one (1) year, or both. This letter shall be effective upon approval by the Board of County Commissioners for a period not to exceed fourteen (8) days beginning August 31, 2026. If extreme fire danger conditions persist, subsequent resolutions may be implemented.

This Burn Ban may be removed at any time during the eight-day period by the same method through which it was approved.

Exceptions:

Outdoor Gas Grills	Outdoor Gas Fire Pits
Gas Smokers	Wood Pellet Smokers
Charcoal Grills	Fire Pits with rings no bigger than 3'x3'

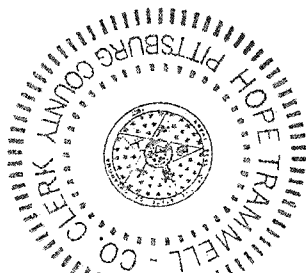
WELDING/CUTTING TORCHES

Must have Fire Retardant Blankets
Must remove all flammable material around the area to be welded/cut
Must have a pressurized water source within reach, charged, and ready to go.

Now Therefore Be It Resolved During a Regular called Session by the Board of Pittsburg County Commissioners on August 31, 2026 at approximately: 9:00 A.M.

This Burn Ban will end on this date: September 08, 2026 at approximately :9:00 A.M.

ATTEST:



Abigail Dannel
COUNTY CLERK

CHAIRMAN

Ross Selman

VICE-CHAIRMAN

Mike Haynes

MEMBER

Charlie Rogers



Burn Ban FAQ

Burn bans are just that – a ban on burning which is enforced by state law. Burn bans are based upon not only the immediate predicted weather conditions but also the long-term weather forecast, the condition of wildland fuels, current fire behavior, and fire occurrences.

WHAT IS THE COUNTY COMMISSIONERS NOTIFICATION PROCESS?

Notice of a burn ban resolution shall be submitted to:

- Forestry Division of the Oklahoma Department of Agriculture, Food, and Forestry via email at OkBurnBans@ag.ok.gov. **Faxed copies will not be accepted.** Resolutions received by 4:00 PM will be posted on the Oklahoma Forestry Services website the same day. All notices received after 4:00 will be posted the following day.
- County Commissioners must also notify all local news media, local law enforcement officials, and the state headquarters of the Department of Public Safety, the Oklahoma Tourism and Recreation Department and the Department of Wildlife Conservation on the day of passage of the resolution.

WHAT IS THE DURATION OF COUNTY COMMISSIONER ISSUED BURN BANS?

The resolution shall be effective for a period **not to exceed fourteen (14) days** from the date of passage by the board of county commissioners unless the burn ban is rescinded by the same body, using the same method by which it was approved. If extreme fire danger conditions persist, subsequent resolutions may be passed by the board of county commissioners and must also be submitted as described above.

WHAT TYPES OF BURN BANS ARE THERE?

There are county-issued burn bans and Governor-proclaimed burn bans. A Governor proclaimed burn ban supersedes county burn bans. Governor burn bans may be issued for groups of counties, or for all counties.

WHAT CRITERIA ARE USED TO PROCLAIM A BURN BAN?

There are different criteria for county-issued burn bans and Governor-issued burn bans. [For links to the data sources click here.](#) County burn ban criteria are a subset of those used by OFS to recommend a Governor-proclaimed ban. The intent is to make it easier for county burn bans to be issued and removed (allowing for rapid changes in local conditions).

County commissioners determine the need with the advice of the county's fire chiefs. Prior to passage of a burn-ban resolution, the board of county commissioners must declare the existence of extreme fire danger. As defined in law, extreme fire danger means:

- Severe, extreme, or exceptional drought conditions exist within the county as determined by the National Oceanic and Atmosphere Administration (NOAA)
- No more than one-half inch of precipitation is forecast for the next three days by the National Weather Service

Either of the following:

- Fire occurrence is significantly greater than normal for the season or initial attack on a significant number of wildland fires has been unsuccessful due to extreme fire behavior
- Where data is available, more than 20 percent of the wildfires in the county have been caused by escaped debris burns or controlled burns.

In addition to evaluating county burn ban criteria, OFS uses additional data related to the wildland fuels conditions and predicted fire behavior to determine the need for a Governor-issued burn ban. These criteria are found on the [Fire Weather and Fuel Criteria](#) page of this website.

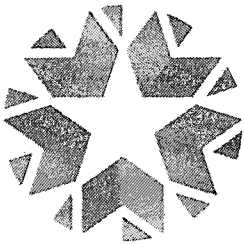
WHAT ARE THE DIFFERENCES IN LENGTH AND PENALTIES BETWEEN THE TWO TYPES OF BURN BANS?

County-issued burn bans are passed by a vote of the county commissioners. The rescission can be for up to 14 days in length. Any person convicted of a violation of a county-issued burn ban shall be guilty of a misdemeanor and subject to a fine of not more than \$500, imprisonment for up to one year or to both.

Governor-issued burn bans are proclaimed by a resolution signed by the Governor. Requests for the proclamation are made to the Governor by the Forestry Services Division of the Department of Agriculture, Food and Forestry through the Secretary of Agriculture. State-issued burn bans remain in place until conditions improve (as determined by State Forestry). Any person convicted of a violation of a Governor-issued burn ban shall be guilty of a misdemeanor and subject to a fine of not more than \$1000, imprisonment for up to one year or to both.

WHO IS RESPONSIBLE TO ENFORCE BURN BANS?

Any law enforcement officer in the state may enforce both County-issued and/or Governor-issued burn bans.



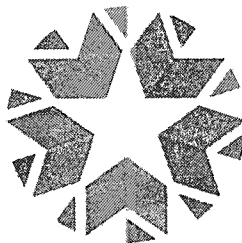
**OKLAHOMA
DEPT. OF AGRICULTURE,
FOOD AND FORESTRY**

2800 N. Lincoln Blvd.
Oklahoma City, OK 73105
405.521.3864



ADMIN

Employee Resources



**OKLAHOMA
DEPT. OF AGRICULTURE,
FOOD AND FORESTRY**

2800 N. LINCOLN BLVD.
OKLAHOMA CITY, OK 73105
405.521.3864

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Pittsburg County, OK

Home / Pittsburg County, OK

Map released: Thurs. August 27, 2026

Data valid: August 25, 2026 at 8 a.m. EDT

Intensity

None

D0 (Abnormally Dry)

D1 (Moderate Drought)

D2 (Severe Drought)

D3 (Extreme Drought)

D4 (Exceptional Drought)

No Data



Authors

United States and Puerto Rico Author(s):

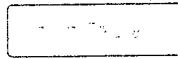
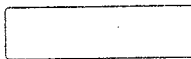
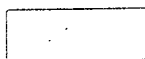
[Adam Allgood](#), NOAA/NWS/NCEP/CPC

Pacific Islands and Virgin Islands Author(s):

[Curtis Riganti](#), National Drought Mitigation Center

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying [text summary](#) for forecast statements.

Map Download:



Statistics

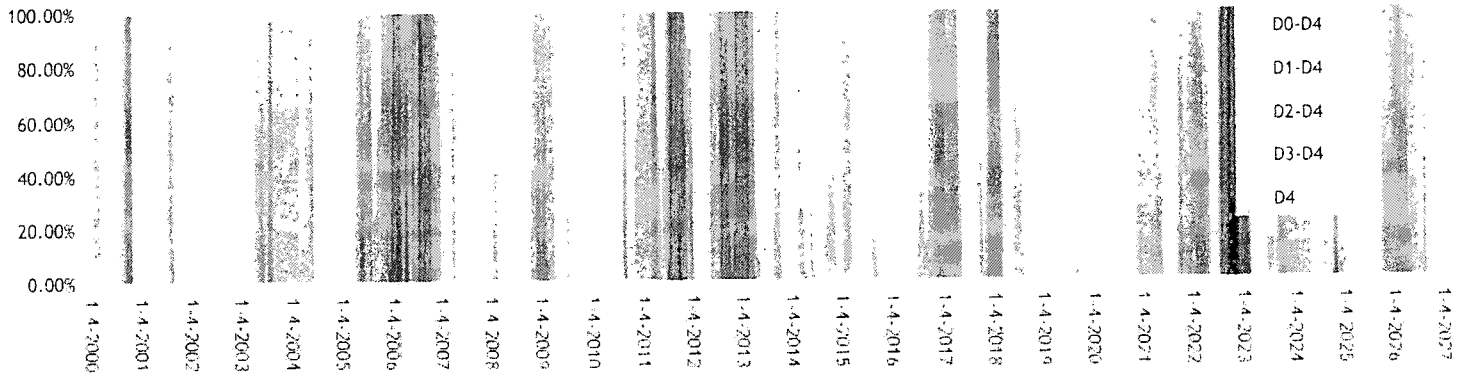
		Cumulative Percent Area						
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		None	D0-D4	D1-D4	D2-D4	D3-D4	D4	D5-D6
Current	2026-08-25	0.00	100.00	100.00	7.16	0.00	0.00	207
Last Week to Current	2026-08-18	0.00	100.00	99.57	1.88	0.00	0.00	201
3 Months Ago to Current	2026-05-26	0.00	100.00	1.49	0.00	0.00	0.00	101
Start of Calendar Year to Current	2025-12-30	0.00	100.00	86.28	0.00	0.00	0.00	186

Week	Date	None	D0-D4	D1-D4	D2-D4	D3-D4	D4	DSCI
Start of Water Year to Current	<u>2025-09-30</u>	85.52	14.48	0.12	0.00	0.00	0.00	15
One Year Ago to Current	<u>2025-08-26</u>	100.00	0.00	0.00	0.00	0.00	0.00	0

Estimated Population in Drought Areas: **45,837**

Percent Area in U.S. Drought Monitor Categories



How is drought affecting you?

How is drought affecting you? Please describe how drought is affecting you and your community. You can also attach photos or videos of drought impacts.

Submit report

Contact Us

For more information, contact the
Drought Management Team at
[phone number] or [email address]



Facebook
Twitter

✉ broughtsMonitor@unl.edu

☎ 402.472-6707

📠 402.472-2543

— 37 —

INTERLOCAL AGREEMENT

BETWEEN

PITTSBURG COUNTY DISTRICT #2 AND

James Porter

WHEREAS, Pittsburg County District #2 and James Porter wish to enter into the following agreement.

James Porter has agreed to allow Highway District #2 to access his property for the purpose of Shell for Road Building
timber to be burnt that is removed
20.00 Per Load

In return, Highway District #2 agrees to repair any damages caused to James Porter property.

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

Dated: 8/19/26

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

Ross Wilson
CHAIRMAN

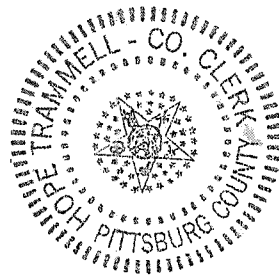
Mike Harper
VICE-CHAIRMAN

Carl [Signature]
MEMBER

James Porter
LANDOWNER

Witness By Paul Ruman

ATTEST:



Abbe Sammel
COUNTY CLERK

INTERLOCAL AGREEMENT

BETWEEN

PITTSBURG COUNTY DISTRICT #2 AND

Bobb Aterbury

WHEREAS, Pittsburg County District #2 and

Bobb Aterbury

wish to enter into

the following agreement.

Bobb Aterbury has agreed to allow Highway District #2 to access his property for the purpose of digging shale to build up road bed.
for a term of 1 year. FS

In return, Highway District #2 agrees to repair any damages caused to Burr tree's & clean property. Clean up property

Blade the driveway hill and add
This agreement may be terminated by either party by written notice.

material

Dated:

8-21-26

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

Ron Selman
CHAIRMAN

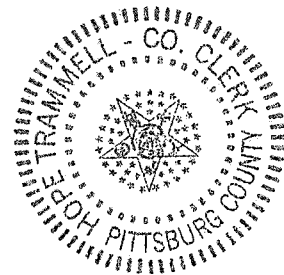
Mike Harper
VICE-CHAIRMAN

Carl
MEMBER

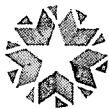
Belle DeLoe
LANDOWNER

Witness:
Larry Human

ATTEST:



Hope Trammell
COUNTY CLERK



OKLAHOMA
State Department
of Health

FY27 Agreement with Amergis Temporary Employment Services

Per the attached Master Agreement, we will employee up to two (2) nursing and one (1) clerical positions.
Rates for these positions will be as follows.

Registered Nurse - \$65 per hour

Licensed Practical Nurse / Licensed Vocational Nurse - \$55 per hour

Customer Service Rep / Front Desk - \$40 per hour

Customer Service Rep / Front Desk (bilingual) - \$43 per hour

Pittsburg County Health Department
1400 College Ave
McAlester, OK 74501

Juliann Montgomery (Aug 21, 2026 10:05:38 CDT)

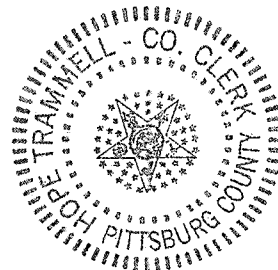
Juliann Montgomery, Administrator
Pittsburg County Health Department

Approved By:

Pittsburg County Commissioner

Pittsburg County Commissioner

Pittsburg County Commissioner



Attest:

County Clerk



**FIRST AMENDMENT TO STATEWIDE
CONTRACT 0132**

This first Amendment to Statewide Contract No. 0132 (the "First Amendment") is made between the State of Oklahoma by and through the Office of Management and Enterprise Services ("State") and Maxim Healthcare Staffing Services Inc. and Amergis Healthcare Staffing Inc. ("Supplier") and is a Contract Document in connection with Oklahoma Statewide Contract No. 0132 ("Contract") between the State and Supplier. This Amendment is Effective on the date of the last signature ("effective date"). This First Amendment supplements and amends the Contract entered between the parties effective on March, 24, 2024, including all supplements and amendments thereto. Unless otherwise indicated herein, capitalized terms used in this First Amendment without definition shall have the respective meanings specified in the Contract SW0132.

This Amendment is executed for the benefit of Maxim Healthcare Staffing Services Inc. to assign, without recourse, all of its right, title and interest under the Contract SW0132 to Amergis Healthcare Staffing Inc.

This Amendment incorporates the following attachment:

Attachment 1: Support Documentation - Name change from Maxim Healthcare staffing services inc. to Amergis Healthcare staffing Inc.

SIGNATURES

The undersigned represent and warrant that they are authorized, as representatives of the Party on whose behalf they are signing, to sign this Statement of Work and to bind their respective Party thereto.

STATE: Oklahoma

SUPPLIER: Amergis Healthcare Staffing Inc.

Authorized Signature

Authorized Signature

Amanda Otis

Dana Shepherd

Printed Name

Printed Name

State Purchasing Director

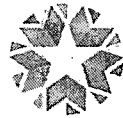
Region Control

Title

Title

Date

Date



**District 9
Southeast Oklahoma
County Health Departments**

Contract Positions Supported by County Health Millage Funds

Purpose

The County Health Department is requesting approval to use county health millage funds for a contract position needed to maintain essential local health department operations and services for county residents.

Why This Request Is Needed

The County Health Department has identified an operational staffing need that affects its ability to maintain consistent, efficient services.

Statewide staffing limitations and restrictions on filling permanent positions can make it difficult to fill or promptly replace permanent state positions. Contract positions provide a practical option to maintain local operations while longer-term staffing decisions are being considered.

This is not simply a request to add staff. It is a request to protect continuity of county services.

Why Use a Contract Position?

A contract position allows the health department to respond to an immediate staffing need without adding a permanent state full-time-equivalent position.

Contract staffing provides flexibility to:

- Maintain essential administrative, clinical, and support functions.
- Address vacancies or staffing gaps promptly.
- Adjust or discontinue the position as operational needs change.
- Continue services while permanent staffing options are evaluated.
- Prevent existing staff from absorbing an unsustainable workload.

Use of County Millage Funds

County health millage funds are dedicated to supporting the operation of the County Health Department and the services it provides to local residents.

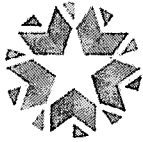
Because local millage dollars would support this contract position, the County Health Department is bringing the request to the Board of County Commissioners for approval.

The proposed position has a direct connection to the health department's ability to serve county residents. We recognize the responsibility that comes with using local funds and are requesting approval only because there is a demonstrated operational need.

Suggested 60-Second Statement

"We are asking the commissioners to approve the use of county health millage funds for a contract position at the County Health Department. Because of current limitations on filling permanent state positions, contract staffing is sometimes necessary to maintain the workforce needed to operate the health department and continue serving county residents.

This request addresses an identified operational need and will directly support continuity of services. A contract position gives us flexibility without adding a permanent state FTE, and we will continue to evaluate the need for the position. Because millage dollars are local funds, we want to be transparent with the commissioners about how those dollars are being used and obtain approval before moving forward."



OKLAHOMA
Office of Management
& Enterprise Services

**Procurement
Master Agreement**

STATE OF OKLAHOMA

SW0132

Temporary Employment Services

Master Agreement

ATTACHMENT A

STATE OF OKLAHOMA PURPOSE

This State of Oklahoma Master Agreement (the "Master Agreement") is entered into between **Maxim Healthcare Staffing Services, Inc.** with its principal place of business at 7227 Lee DeForest Drive, Columbia Maryland 21046, United States, and the State of Oklahoma by and through the Office of Management and Enterprise Services ("State") and is effective upon completed signatures, ("Master Agreement Effective Date"). This agreement supersedes and terminates any previously existing contract or agreement between the parties.

Supplier and State agree to the terms and conditions as follows:

I. Scope and Term

- A.** This Master Agreement and other Contract Documents provides governing terms for Acquisitions in which the Supplier provides products and/or services to Customers and all sales to Customers for products and services available to provide temporary Employment Services for State Agencies and Affiliates to purchase services on an as-needed basis. The parties hereby acknowledge and affirm that the execution of this Master Agreement, standing alone, does not evidence that the parties have agreed to engage in a particular transaction, nor does it evidence that a particular contract award has been made to Supplier. OMES shall have no liability and makes no representation that products or services offered by Supplier will meet the needs of Customer and Customer should review Contract terms and independently assess the extent to which such products or services are suitable.
- B.** The Initial term of this Master Agreement shall commence on the Master Agreement Effective Date, upon completed signatures. The term of this Master Agreement shall commence on the Master Agreement Effective Date and will be effective until May 1st, 2025. There will be 4 annual options to renew under the same terms and conditions through 2029. The State may require additional documentation upon renewal request. Decision to exercise option periods rests solely with the State of Oklahoma.
- C.** A statement of work, work order or other similar ordering document providing an option to renew may be unilaterally exercised by the State so long as the option does not exceed the total cost or total hours as agreed to by the parties. Notwithstanding the foregoing, the term for statements of work, work orders or other similar ordering documents under Statewide Contract No. 0132 shall not exceed 12 months inclusive of the unilaterally exercised renewal.

II. Specifications

- A.** Any purchase on Statewide Contract No. 0132 will have a Statement of Work outlining the Temporary Employment Service specifications.
- B.** The Statement of Work will include details regarding work hours, placement, Supplier responsibilities, bonding, Customer responsibilities, background checks, equipment, property, and possible damages to each.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms ("General Terms") is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State's prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services
 - (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier's performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If

the State exercises such option to extend ninety (90) days, the State shall notify the Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2 Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A. any Addendum;
- B. any applicable Solicitation;
- C. any Contract-specific State terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D. the terms contained in this Contract Document;
- E. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F. any statement of work, work order, or other similar ordering document as applicable; and
- G. other mutually agreed Contract Documents;

- 2.3 If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf

of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 **Modification of Contract Terms and Contract Documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.

- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.
- 4.16 **Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 **State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 **Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 **Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 **Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 **Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions,

formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.

- 6.2 Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-1, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3 Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently

experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.

- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in

which the goods are provided or services performed.

- H. The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.
- I. Supplier, and any approved subcontractor, agrees to utilize solely at the state's discretion, the state's preferred method of submitting timekeeping for invoicing purposes under the Contract. This includes but is not limited to utilizing the state's vendor management system. Any costs associated with utilizing this system will be paid by the Supplier.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better. Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of

liability of not less than \$1,000,000 per occurrence;

- C. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 combined single limit each accident;
- D. If the Supplier will access, process, or store state data, then Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits of \$1,000,000 per occurrence; and
- E. Additional coverage required in writing in connection with a particular Acquisition.

8.2 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier 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 Customer nor the State shall be liable to the Supplier, its 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 Customer employee.

8.3 Supplier agrees to indemnify Customer, 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 the Contract.

9 Compliance with Applicable Laws

9.1 As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

- A. Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.

- B. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
- C. Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
- D. 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
- E. Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
- F. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
- G. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
- H. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
- I. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and

- J. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2 The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3 At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4 In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.
- 9.5 The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6 As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7 The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written

contract or other instrument between Supplier and any third party.

- 9.8 Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9 Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10 If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non- electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1 As used in this clause and pursuant to 67 O.S. §203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2 The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-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.

- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer's prior express written permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.
- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge

or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll-free telephone call center services.

- 11.4 Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5 Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.
- 11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.
- 11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier

acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that:

(i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

13.1 Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the

assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

13.2 Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3 If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a

subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or

a subcontractor.

- 13.5** Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property, copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable

rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's

content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue 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 the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State 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 Supplier, Supplier 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.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss

of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.

- B. Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C. The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1 Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.
- 17.2 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service

but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.

- 17.3 The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1 Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2 The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated

with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

- 18.4** The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-1 is an example.

19 Termination for Convenience

- 19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are

unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

20.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

20.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

20.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous

certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no Force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A. No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B. The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C. The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D. The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, 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.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents

entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination;

confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

27. Contract Management Fee and Usage Report

27.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

27.2 While Supplier is the awardee of a statewide contract, transactions that

occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

- 27.3** All Contract Usage Reports shall meet the following criteria:
- i. Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
 - ii. Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
 - iii. Submission no later than forty-five (45) days following the end of each calendar quarter;
 - iv. Contract quarterly reporting periods shall be as follows:
 - a. January 01 through March 31;
 - b. April 01 through June 30;
 - c. July 01 through September 30; and
 - d. October 01 through December 31.
 - v. Reports must include the following information:
 - a. Procuring entity;
 - b. Order date;
 - c. Purchase Order number or note that the transaction was paid by Purchase Card;
 - d. City in which products or services were received or specific office or subdivision title;
 - e. Product manufacturer or type of service;
 - f. Manufacturer item number, if applicable;
 - g. Product description;
 - h. General product category, if applicable;
 - i. Quantity;
 - j. Unit list price or MSRP, as applicable;
 - k. Unit price charged to the purchasing entity; and
 - l. Other Contract usage information requested by the State.
- 27.4** Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1** The Contract is a non-mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1** Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2** Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3** Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

Signature Block

IN WITNESS WHEREOF, each person executing this Master Agreement below represents that he or she is authorized to enter into this Master Agreement on behalf of such party and each party expressly agrees to the terms and conditions of this Master Agreement.

**STATE: State of Oklahoma by and through the
Office of Management and Enterprise Services**

Amanda L. Otis
Amanda L. Otis (Mar 4, 2024 09:28 CST)
Authorized Signature

Amanda Otis
Printed Name

Central Purchasing Director
Title

03/04/2024
Date

Maxim Healthcare Staffing Services, Inc.:

Eric Lynch
Eric Lynch (Mar 1, 2024 15:31 EST)
Authorized Signature

Eric Lynch
Printed Name

Assistant Controller
Title

03/01/2024
Date

Pittsburg County
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2026

[illegible]

This *Schedule of Expenditures of Federal Awards (SEFA)* was reviewed and approved by the following County Officials

SIGNATURE	NAME (PRINT)	TITLE	DATE
	ROSS SELMAN	CHAIRMAN, BOCC	8/31/2026
	HOPE TRAMMELL	COUNTY CLERK	8/31/2026
	JENNIFER HACKLER	COUNTY TREASURER	8/31/2026

27-052

Resolution Number

RESOLUTION FOR DISPOSING OF EQUIPMENT

WHEREAS, in compliance with 19 O.S. §§ 339 and 421, the Board of County Commissioners of
Pittsburg County, Oklahoma, are required and have power to make all orders
respecting the property of the county, and to do and perform such other duties and acts as may be
required by law, and

WHEREAS, the Board of County commissioners of Pittsburg County,
Oklahoma, has under its management and control an item of equipment described as follows:

D2-301.2B
2005
TRUCK
CHEVROLET

Serial Number 2GCEK19B451318614

Date Acquired 03/07/2019

Name and address of whom acquired:

Acquisition cost or contract price (if under lease-purchase agreement):

\$ 11,000.00

Name and address of the person or firm to whom property was transferred:

BURGE, JOHN AUSTIN
KIOWA, OK 74553

Price received: \$ 5,300.00

Deposit proceeds into account: 1102-6-4200-4110

AND, upon proper and careful consideration, find that the above equipment is obsolete and not
economical to continue to use for county purposes.

THEREFORE, after due consideration and deeming it to be for the best interest of
County, the Board of County Commissioners hereby orders the above described property

☐ Junked☒ Sold☐ Traded☐ Other (please explain):

And that the title to the same be transferred by the Chairman of the Board of County commissioners
upon receipt of the above amount by the County Treasurer.

Passed and approved in open meeting this 31st day of August

2026

ATTEST:

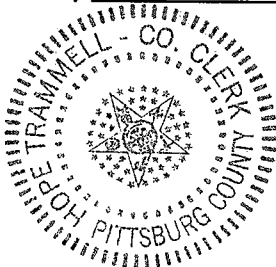
Joseph Trammell
County Clerk

Pittsburg

County, Oklahoma

By:

Deputy



Chairman

Member

Member

Note: 19 O.S. § 421, requires that the above resolution or record be made within 30 days of the disposition of property and entered on the
inventory record.

RESOLUTION
27-053

The Board of County Commissioners of Pittsburg County met in regular session on Monday, August 31, 2026.

WHEREAS, the Choctaw Nation of Oklahoma has presented Pittsburg County with a donation in the amount of \$7,600.00.

WHEREAS, the Board of County Commissioners of Pittsburg County do hereby accept this donation, with a project to be decided at a later date for the use of the funds and any other that may be forthcoming.

WHEREAS, the Pittsburg County Clerk is hereby requested to place this donation in the Choctaw Nation Donation Account (1235-1-2000-2205).

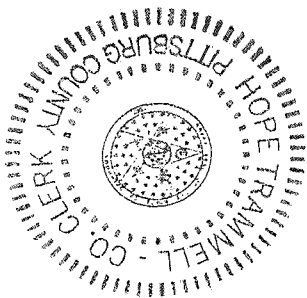
THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Pittsburg County do hereby accept this donation from the Choctaw Nation of Oklahoma in the amount of \$7,600.00, to be deposited into the Choctaw Nation Donation Account (1235-1-2000-2205).

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

CHAIRMAN *Ron Selman*

VICE-CHAIRMAN *Mike Haynes*

MEMBER *Carl*



ATTEST:

Hope Trammell COUNTY CLERK

RESOLUTION

27-054

The Board of County Commissioners of Pittsburg County, Oklahoma, met in regular session on Monday, August 31, 2026.

WHEREAS, Highway District 1 wishes to declare the following item(s) surplus and requests that said item(s) be removed from inventory:

Inventory ID	Description	Serial/VIN#
D1-345.110	Rubber Wheel Loader	A36501

WHEREAS, Highway District 1 has purchased, through Sourcewell Contract# 011723-KOM, a new Komatsu WA320-8 2026 Wheel Loader through Kirby Smith and has used the above-mentioned loader as a trade-in. The trade-in amount agreed upon was \$40,000.00.

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Pittsburg County, Oklahoma, does hereby declare the above-mentioned item surplus and further declares it be removed from the inventory of Highway District 1, effective immediately.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

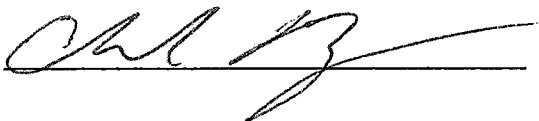
CHAIRMAN



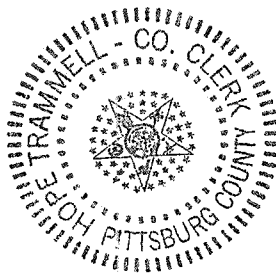
VICE-CHAIRMAN

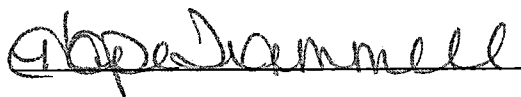


MEMBER



ATTEST:



 COUNTY CLERK

RESOLUTION

27-055

A RESOLUTION AUTHORIZING APPLICATION FOR CHOCTAW DEVELOPMENT FUNDS

WHEREAS the County of Pittsburg wishes to apply for Choctaw Development Funds; and

WHEREAS the County of Pittsburg and the Southeast Expo Center have identified improvements as a priority need in the banquet halls of the Southeast Expo Center; and

WHEREAS the County of Pittsburg has available local in-kind, grant or monetary matching funds to fulfill its share of obligation related to this CDF application should the funds be awarded; and

WHEREAS County of Pittsburg and the Southeast Expo Center will provide adequate funding for on-going operations and maintenance of the project should the funds be awarded; and

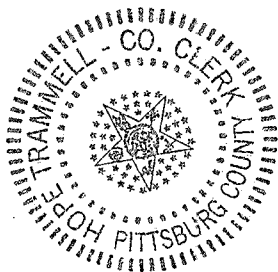
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PITTSBURG COUNTY, OKLAHOMA THE FOLLOWING:

Section 1: The County of Pittsburg demonstrates its support for the submittal application to the Choctaw Development Fund for improvements to the banquet halls at the Southeast Expo Center.

Section 2: This Resolution shall be effective following its adoption by the Board of County Commissioners of Pittsburg County, Oklahoma.

Passed by the Board of County Commissioners of Pittsburg County, Oklahoma this 31st of August, 2026.

ATTEST:



CHAIRMAN Ross Selman

VICE-CHAIRMAN Mike Hargues

MEMBER Chad [Signature]

Rob Trammell COUNTY CLERK



Choctaw Nation

Development Fund

APPLICATION FOR COMMUNITY & ECONOMIC DEVELOPMENT OPPORTUNITIES

OVERVIEW OF PROGRAM

ABOUT CHOCTAW DEVELOPMENT FUND

The Choctaw Development Fund supports economic growth and sustainability by partnering with individuals and communities to create long-term growth and job creation within the reservation boundaries served by the Choctaw Nation. Building on the Nation's Internal programs - such as capital projects, health initiatives, public safety, family/social services, and investment in outside businesses. The Development Fund expands on the Nation's Internal resources by focusing on expanding outside partnerships to remove barriers, support stronger policies, and encourage future growth. Fund projects acquired through outside partnerships have a direct, positive impact on the lives of tribal members and the communities they live and work in while respecting the Nation's economic, environmental, and cultural concerns.

COMMUNITY DEVELOPMENT

The Community Development section of the Fund focuses efforts on helping communities with projects that improve the quality of life in these communities. Applications or projects are usually presented from counties, townships and municipalities for partnership or assistance with community development projects.

Some examples of the projects for which Community Development has assisted with include:

- Community revitalization
- City/Town beautification
- Grant Matching
- Housing, Infrastructure studies
- Parks & recreation

ECONOMIC DEVELOPMENT

Assisting our communities in their business development, recruitment, retention and expansion efforts in order to grow the economies and create jobs in those areas is a primary goal of the Economic Development section of the Choctaw Development Fund. This area of focus will typically receive applications and proposals from businesses, municipalities, or other development organizations, such as the Oklahoma Department of Commerce (ODOC), seeking partnership and support in providing recruitment incentives to bring businesses into a certain area. Economic Development concentrates on the following activities:

- Partnering with communities, cities, economic developers from the area, and ODOC in attending industry trade-shows, business missions, call trips and development of retention programs
- Providing training and marketing assistance in preparation for recruiting endeavors
- Participating with communities through incentives in responding to RFPs for companies interested in potentially relocating to Southeastern Oklahoma
- Funding economic feasibility studies
- Participating in and supporting the Oklahoma Southeast Regional Economic Development Organization
- Actively working with the ODOC or local entities on Economic Development initiatives and incentives

For Community and Economic Development, areas in which the Choctaw Development Fund does not partner or provide assistance are: (Note: CDF does not fund 100% of any project request)

- Projects lacking matching funds from local, in-kind, federal, state, or non-profit sources
- Grant Opportunities: Example USDA/RDA, CDBG/EDIF, HUD
- Projects outside of the Choctaw Nation's boundaries
- Projects that do not address a specific goal of the Choctaw Development Fund or support the strategies and objectives of the Nation

TO BE CONSIDERED

1. The application must be fully completed and signed by the signature authority with all necessary attachments and returned to cdf@choctawnation.com, arowland@choctawnation.com, kcole@choctawnation.com

Choctaw Nation of Oklahoma Choctaw
Development Fund 1802 Chukka Hina
Durant, OK 74702-1210 or emailed to
cdf@choctawnation.com

2. When answering questions, feel free to attach additional information if the space provided is insufficient to provide a complete answer.
3. The application will be reviewed, and any questions or requests for additional information will be forwarded to the Contact Person provided on the application.
4. After review of the application, a preliminary recommendation will be made to the Choctaw Development Fund Committee for a final decision.
5. The final decision will be communicated in writing to the Contact Person named on the application.
6. If approved, a Choctaw Business Development Advisor will be assigned and will work with the requesting organization to ensure the project is completed in a timely and efficient manner and to safeguard the interests of the Nation.
7. The Choctaw Development Fund will set specific criteria on how, when and where the funds will be distributed.
8. Depending on the project, disbursements for the project may be made over time. For these projects, the Choctaw Business Development Advisor will approve disbursements based on their knowledge of the project and the criteria set out in the approved application.
9. The Choctaw Development Fund reserves the right to request supporting documentation, reports and records of the project at any time.
10. The Choctaw Development Fund reserves the right to cancel a project at any time if it believes material problems exist with the project; the information that was provided was incomplete, misrepresented, inaccurate or contained fraudulent data on the application; or if parties to this project are deemed to have committed any infraction which is deemed to have caused injury to the Nation or its members.

COMMUNITY & ECONOMIC DEVELOPMENT OPPORTUNITIES

Select one: ☒ Community Development ☐ Economic Development

Personal Information		
Requesting Organization Southeast Expo Center		
Street Address 4500 W US 270		
City McAlester	State OK	Zip 74501
Contact Person Lauren Ragan/Sandra Crenshaw		
Contact Phone Number (539) 995-0539		
Contact Email lauren.ragan@pittsburgcountyok.gov		
Tax Structure ☐ Taxable (Attach W-9) ☒ Non-Taxable (Attach W-9 and Tax Exemption Certificate)		

Project Information		
Project Name Expo Center Banquet Halls Update		
Project Address 4500 W. US 270		
Project City McAlester	Project State OK	Project Zip 74501

Estimation of Project Costs (attach copies of actual estimates/quotes, and budget narrative)		
Item	Timing of Expenditure	Estimated Cost
Prep and Texture Sheetrock		S 27,726
Paint both banquet halls		S 58,229
Remove Carpet/Replace w/Epoxy Floors		S 167,500
		S
		S
Total Estimated Project Cost		\$ 253,455

Estimation of Amount Requested from Choctaw Nation		
Item	Timing of Expenditure	Estimated Cost
		\$
		\$
		\$
		\$
		\$
Total Estimated Requested Amount		\$ 0

Project Funding		
Funding for Project	Amount	Percent of Total Amount
Total Cost of Project	\$ 0	0%
Amount Funded by Organization	\$ 0	0%
Amount Funded by Other Grant Opportunities	\$ 126,728	0%
Amount of Funding Requested from Choctaw Nation	\$ 126,728	0%

Please note that the Choctaw Nation does not provide 100% funding of projects for community and economic development

Provide a brief description of uses of funds:

Funds will be used to update the expo center's banquet facilities. These facilities have not been updated since the expo center was built (to our knowledge).

Funds will be used to prepare drywall for texturing, to paint all walls in both banquet rooms a cream color, the wainscoting white and the ceilings black and to replace the existing carpet tiles. Our preference on replacing the carpet tiles is to stain the concrete a brown color but that will depend on how level the concrete is. If the concrete can be stained it would save approximately \$16,000.00 but we added the epoxy estimate to our bid in the event that the concrete cannot be stained.

Project Workforce Development and/or Incentive Participation Answer the following questions about your project

Attribute	Answer
Number of jobs created or retained (Please indicate which type of job and breakdown by full-time/part-time positions)	no jobs will be created.
Number of full-time positions during construction or startup or currently employed	
Number of full-time positions after construction or startup, if applicable	
Number of part-time positions during construction or startup or currently employed	
Number of part-time positions after construction or startup, if applicable	
Average part-time weekly hours	
Average salary pay & average hourly pay	
Total estimated annual payroll	
Types of employee benefits provided (i.e. health insurance, dental insurance, vision insurance, 401K, life insurance, etc)	
Projected start of hiring date, if applicable	
Types of skills required in workforce	
Total capital investment in project	
Other information on workforce deemed important	

1. Write an Executive Summary describing the project

The Southeast Expo Center is an event center located in Pittsburg County and owned and operated by Pittsburg County. The expo center was built in the 1980's and is used for many different purposes. This project, if approved, would remodel the entire east half of the expo center that is used for banquets, weddings, school graduations, parties, the county free fair, craft shows, etc. We believe that with these improvements that even more events will be booking our facilities.

2. What is the deadline for this project? Explain why?

3. What type of assistance are you specifically requesting from the Choctaw Nation? (For example: fund matching, grant, in-kind donation, workforce development, incentive participation, etc.)

fund matching. Public Service Company of Oklahoma has agreed to match the Choctaw Nation for the completion of this project.

4. What feasibility, engineering, or other studies have been conducted on the project? (Attach copies)

None.

5. What other sources of funds have you identified or sought out for funding this project? (Attach copies)

None.

6. If the Choctaw Nation agrees to participate in this project, how will repayment of any loan funding be repaid?

Not requesting a loan. Agreement is that the banquet halls will be named after the Choctaw Nation and Public Service Company of Oklahoma.

7. Explain whether this project will produce any additional revenue/taxes/fees or reduction of expenses/expenditures?

The possibility of additional revenue is the basis for these improvements. Updated facilities will draw in additional revenue.

8. Which grant organizations or other charitable organizations have you approached? What type of assistance did you request? What was their response? Are there businesses that will benefit from this project and should share in the cost?

None.

9. How will this project be sustained/maintained after the initial development period? How much will it cost to maintain on an annual basis? How will you fund this ongoing expense? Will you be setting back funds for future major repair and/or replacement? Please provide details in an attachment.

There will be no added costs to maintain these improvements.

10. Explain how this project recruits, retains, or expands business in southeastern Oklahoma.

The public's most common reason for not using the expo center banquet halls is that they are outdated. We believe that these improvements will expand the number of rentals because people will see the improvements made and a more modern look to the facilities.

11. Does this project support Choctaw Nation's values of Faith, Family, and Culture? If yes, please explain.

Yes. Pittsburg County does support the Choctaw Nations values of Faith, Family and Culture. We would also like exhibit some paintings by Choctaw artists in the hallway outside for banquet halls.

12. Does this project improve the lives of Choctaw members? If yes, please explain:

These spaces are used each year by the Choctaw Nation for Senior Day, Fall Festival, Meeting with Chief Batton, Maintenance Christmas Party and trainings.

13. How many Choctaw Nation tribal members will the project impact, and how will they benefit from it? Please explain.

No exact number, but all tribal members from Pittsburg County and the surrounding counties attend any number of events at the Southeast Expo, a large portion of those events usually have free admission.

14. How many non-Choctaw members will the project impact, and how will they benefit from it? Please explain.

No exact number but all citizens will have the opportunity to enjoy the benefits of this project.

15. Has your community been previously funded in any way by the Nation? If so, please explain when, how much and what the purpose of that funding was.

Pittsburg County does receive CCPF funding.

Additional Project Partners

Please list all individuals, companies, governmental agencies and/or other organizations that are anticipated to participate in this project.

Company-Agency-Organization	Contact Name	Contact Phone	Contact Email	Nature of Involvement
Public Service Company of Oklahoma	Johnathan Wynn	(918) 318-7556		expo contact

Note: The Nation may require background checks or other investigations of all parties to this project and utilization of approved vendors of the Nation and may require review and approval of all invoices before payment is made to any vendor.

ADDITIONAL INFORMATION REQUESTED

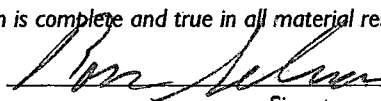
Please attach any of the following that will assist the Choctaw Nation in reviewing and evaluating your application:

- ☐ Drawings, schematics, blueprints, pictures, etc.
- ☐ Feasibility, engineering, environmental, traffic, population, or other studies
- ☐ Requests for proposals issued for the project
- ☐ Detailed construction estimates
- ☐ Detailed Line item budget
- ☐ Multi-year financial projections with IRR, payback period, Cash on Cash returns, etc.
- ☐ Detailed overhead cost projections
- ☐ Water usage requirements
- ☐ Other utility requirements
- ☐ Maps, satellite images, land surveys, etc.
- ☐ Governmental directives or orders
- ☐ News articles, videos, etc.
- ☐ GAP Analysis. (I.e. is a product or service needed in a specific area?)
- ☐ Any other information you believe will be helpful in evaluating this application
- ☐ City or county resolution in support of project
- ☐ Current city audit reports (Note: if a current audit is not available, please include your most recent income/expense report along with the balance sheet)

I hereby warranty and represent that all of the information provided herein is complete and true in all material respects.

Ross Selman

Printed Name


Signature

Chairman, BOCC

Title

08/31/2026
Date Signed

Internal Use Only			
Application Processed by			Date
CBD Internal	Date	CBD Committee	Date
Approved ☐	Denied ☐	Approved ☐	Denied ☐
Reason for Denial			

Choctaw Development Fund Manager

Date

RESOLUTION
27-056

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, August 31, 2026.

WHEREAS, the Pittsburg County Animal Shelter issued the following purchase order(s):

296 issued on July 7, 2025 to Atwood's, in the amount of \$500.00 for Dog Treats Etc.

297 issued on July 7, 2025 to Walmart Community Card in the amount of \$500.00 for Dog Treats Etc.

1111 issued on August 4, 2025 to Walmart Community Card in the amount of \$500.00 for Dog Treats Etc.

1974 issued on September 2, 2025 to Atwood's, in the amount of \$500.00 for Kennel Supplies

1978 issued on September 2, 2025 to Comdata, in the amount of \$200.00 for Fuel

2009 issued on September 2, 2025 to Atwood's, in the amount of \$500.00 for Dog Treats Etc.

3106 issued on October 6, 2025 to Compliance Resource Group, in the amount of \$200.00 for Drug Testing

3150 issued on October 6, 2025 to Atwood's, in the amount of \$500.00 for Dog Treats Etc.

3923 issued on November 3, 2025 to Comdata, in the amount of \$200.00 for Fuel

3925 issued on November 3, 2025 to Atwood's, in the amount of \$500.00 for Kennel Supplies

3972 issued on November 3, 2025 to Atwood's, in the amount of \$500.00 for Dog Treats Etc.

3973 issued on November 3, 2025 to Trevipay-Walmart in the amount of \$500.00 for Dog Treats Etc.

4719 issued on December 1, 2025 to Atwood's, in the amount of \$500.00 for Dog Treats Etc.

4724 issued on December 1, 2025 to Compliance Resource Group, in the amount of \$200.00 for Drug Testing

4767 issued on December 1, 2025 to Comdata, in the amount of \$200.00 for Fuel

5684 issued on January 5, 2026 to Compliance Resource Group, in the amount of \$200.00 for Drug Testing

5743 issued on January 5, 2026 to Atwood's, in the amount of \$500.00 for Dog Treats Etc.

6612 issued on February 2, 2026 to Atwood's, in the amount of \$500.00 for Dog Treats Etc.

6641 issued on February 2, 2026 to Comdata, in the amount of \$200.00 for Fuel

6644 issued on February 2, 2026 to Atwood's, in the amount of \$500.00 for Kennel Supplies

6645 issued on February 2, 2026 to Compliance Resource Group, in the amount of \$200.00 for Drug Testing

7478 issued on March 2, 2026 to Atwood's, in the amount of \$500.00 for Dog Treats Etc.

7481 issued on March 2, 2026 to Comdata, in the amount of \$200.00 for Fuel

7482 issued on March 2, 2026 to Compliance Resource Group, in the amount of \$200.00 for Drug Testing

7484 issued on March 2, 2026 to Atwood's, in the amount of \$500.00 for Kennel Supplies

8673 issued on April 6, 2026 to Compliance Resource Group, in the amount of \$200.00 for Drug Testing

8675 issued on April 6, 2026 to Atwood's, in the amount of \$500.00 for Dog Treats Etc.

9584 issued on May 4, 2026 to Atwood's, in the amount of \$500.00 for Dog Treats Etc.

9615 issued on May 4, 2026 to Atwood's, in the amount of \$500.00 for Kennel Supplies

9616 issued on May 4, 2026 to Comdata, in the amount of \$200.00 for Fuel

10434 issued on June 1, 2026 to Compliance Resource Group, in the amount of \$200.00 for Drug Testing

10436 issued on June 1, 2026 to Comdata, in the amount of \$200.00 for Fuel

10439 issued on June 1, 2026 to Atwood's, in the amount of \$500.00 for Dog Treats Etc.

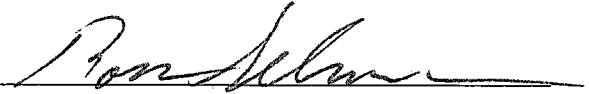
WHEREAS, the above-mentioned Purchase Order(s) are no longer needed, and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel Purchase Order(s) 296, 297, 1111, 1974, 1978, 2009, 3106, 3150, 3923, 3925, 3972, 3973, 4719, 4724, 4767, 5684, 5743, 6612, 6641, 6644, 6645, 7478, 7481, 7482, 7484, 8673, 8675, 9584, 9615, 9616, 10434, 10436 & 10439 for FY 2025-2026

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



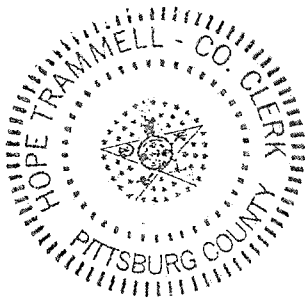
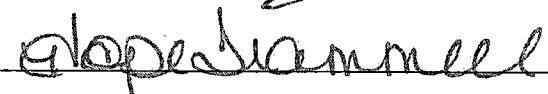
VICE-CHAIRMAN



MEMBER



COUNTY CLERK



RESOLUTION

NO. 27-057

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, August 31ST, 2026.

WHEREAS, the **ELECTION BOARD** wishes to cancel the following Purchase Order

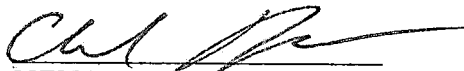
1644 to Compliance Resource Group dated August 18TH, 2025 in the amount of
\$39.00 for Drug Testing.

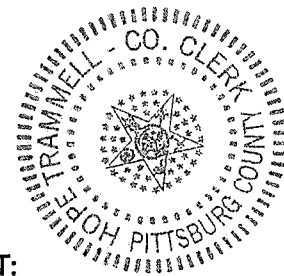
WHEREAS, the purchase order was not used, therefore it is no longer needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel
Purchase Order 1644 for FY 2025-2026.


CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

NO. 27-058

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, August 31ST, 2026.

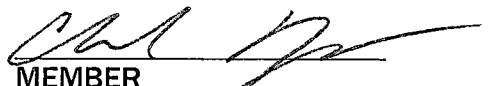
WHEREAS, the **ASSESSORS OFFICE** wishes to cancel the following Purchase Order
10817 to OTA Pikepass dated June 10TH, 2026 in the amount of \$20.00 for Tolls.

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 10817 for FY 2025-2026.


CHAIRMAN


MEMBER


MEMBER

ATTEST:


COUNTY CLERK

