

CONSULTING SERVICES AGREEMENT

This Agreement entered into by and between the Oklahoma County Criminal Justice Authority, hereinafter called the "OCCJA," and OSS Law Enforcement Advisors, hereinafter called "Contractor," constitutes the entire Agreement between the OCCJA and Contractor. The Board of County Commissioners of Oklahoma County is also a defendant in the captioned case and may share experts with OCCJA.

ARTICLE I QUALIFICATIONS

Contractor is a private entity and not an agent of OCCJA or any other division or department of the OCCJA or Oklahoma County.

Contractor agrees to analyze the record of the incarceration in the Oklahoma County Detention Center of Gregory Davis, deceased, for use in Estate of Davis (Simms) v OCCJA BOCC, USDC, WD Okla., No. CIV-23-780-J, and testify, as needed as provided for in this Agreement.

ARTICLE II AGREEMENT PERIOD

This Agreement shall become effective July 1, 2024, and shall terminate at the close of June 30, 2025. The parties are not bound to do so but contemplate a new contract may be adopted after the expiration of this Agreement effective July 1, 2025.

ARTICLE III NO PERSONAL BENEFIT TO OFFICIALS AND EMPLOYEES

No official or employee of the OCCJA or any other employee of the Oklahoma County Government shall receive any share or part of the fees paid under the Agreement, or any benefit that may arise therefrom, and no employee of OCCJA or officer, official or employee of the BOCC shall serve as an employee of the Contractor's organization.

ARTICLE IV ALLOWABLE COST AND PAYMENT

Contractor will provide the following services at the rate schedule below, not to exceed \$75,000.00 including incidental expenses in the following phased progression:

Review the record on incarceration and provide expert opinions in written reports satisfying FRCP Rule 26 requirements.

Provide deposition and/or trial testimony and consulting up to and including at the jury trial currently set July 8, 2025.

The experts contemplated for this work are Gregory Futch and Paul Adler, DO.

As compensation for services arising from this Agreement, OCCJA agrees to pay OSS fees of \$160.00 per hour for SME and other services, and a deposition and trial rate of \$1,800.00 per day, plus expenses. Medical expert services are \$350.00 per hour for review and analysis. Daily rates

of \$3,500.00 for half-day, and \$6,000.00 for a full day will apply for deposition and trial appearances, plus expenses. OSS can unilaterally apply an administrative rate that is less than the agreed hourly rate to cover expert support, administrative, fiscal, and other issues. Fees resulting from services provided will be billed. The charges under this contract cannot exceed \$75,000.00.

This rough estimate is based on the following information provided by Attorney in discussion with OSS, and other reasonable Business assumptions:

1. Invoices will reflect time worked and expenses according to services performed as the case proceeds;
2. The case is in Federal Court in the Western District of Oklahoma;
3. It is an August 2021 incident;
4. Research regarding provision of medical services in jails, in addition to any other issues, as needed;
5. Defense expert designation and Rule 26 report is scheduled for January 20, 2025;
6. OSS to appear in person for court appearances at trial requiring a week of in person presence in federal court in Oklahoma City.

Payment for services rendered will be made only upon receipt of documented billing claims. These billing claims shall be submitted, as required, but no more often than monthly in the format and in accordance with procedures prescribed by the OCCJA. All billing under this Agreement shall be submitted to the District Attorney's office for preliminary approval.

Billing Errors: In the event billing claims are subsequently disallowed by the OCCJA pursuant to the Agreement, the Contractor shall repay the OCCJA on demand, the amount of any such disallowed claim(s) or at the discretion of the OCCJA may deduct such amounts from subsequent payments to be made to the Contractor hereunder without prejudice however to the OCCJA's right thereafter to establish the appropriateness of any billing under this Agreement.

ARTICLE V SPECIAL PROVISIONS

There are no special provisions.

ARTICLE VII EQUAL OPPORTUNITY AND DISCRIMINATION

The OCCJA and the Contractor agree they are equal opportunity employers and in compliance with Federal regulations, at Title 45, Code of Federal Regulations, Part Eighty (80) (which implement P.L. 88-352 Civil Rights Act of 1964) and execute orders there under and the Rehabilitation Act of 1973, as amended, including but not limited to, giving equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin or handicap.

ARTICLE VIII LIABILITY

Contractor shall perform his work under this Agreement as an independent contractor and agrees that the OCCJA is to be free from all liabilities and damages resulting from his performance hereunder.

Contractor agrees not to hold OCCJA liable for any personal loss of property or personal injury or death, which may result from his/her rendering of any services by Contractor pursuant to this Agreement.

ARTICLE IX COMPLIANCE WITH LAW

Contractor agrees to comply with all applicable State and Federal Laws, statutes, regulations, rulings or enactments of any governmental authorities that are applicable to this Agreement. Observance of and compliance shall be the responsibility of Contractor without reliance on, or superintendent of, or direction by the OCCJA.

Contractor understands they are responsible for payment of wages and benefits required by federal law (i.e., FICA) to any persons employed by Contractor to fulfill obligations of this contract.

ARTICLE XII OWNERSHIP INFORMATION

Contractor affirms that no person who has ownership or controls interest in, or is an agent or managing employee, has been convicted of a criminal offense involving moral turpitude.

ARTICLE XIII CANCELLATION TERMINATION

Either party may terminate this Agreement at any time for any reason.

ARTICLE XIV MODIFICATION

Contractor is not authorized to change any provision of this Agreement. All changes shall be consummated by formal written amendment agreed and executed by both the OCCJA and Contractor.

This Agreement is made in the State of Oklahoma and shall be governed by the laws of the State of Oklahoma, and Article 10 Section 26 of the Oklahoma Constitution.

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

APPROVED this _____ day of _____, 20__

Contractor

Oklahoma County Criminal Justice
Authority

OSS Law Enforcement Advisors
Contractor

Chairman