

CONSULTING SERVICES AGREEMENT

This Agreement entered into by and between the Oklahoma County Criminal Justice Authority, a public trust, hereinafter called "OCCJA," and Winston Services, hereinafter called "Contractor," constitutes the entire Agreement between OCCJA and Contractor.

ARTICLE I QUALIFICATIONS

Contractor is a private entity and not an agent of OCCJA.

Contractor is an expert in civil matter investigations.

Contractor agrees to investigate on behalf of and report to counsel for OCCJA certain civil matters that will be assigned by counsel for OCCJA.

ARTICLE II AGREEMENT PERIOD

This Agreement shall become effective (1st) day of July 2026 and shall terminate at the close of the (30th) day of June, 2027.

ARTICLE III NO PERSONAL BENEFIT TO OFFICIALS AND EMPLOYEES

No official or employee of 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 or officer of OCCJA, official or employee of the County shall serve as an employee of the Contractor's organization.

ARTICLE IV ALLOWABLE COST AND PAYMENT

Contractor will provide investigation services and consultation to counsel for OCCJA. In return for services provided, OCCJA agrees to pay Contractor \$_____ per hour and travel expenses. Travel expenses must be billed at actual cost. Mileage cannot exceed the IRS allowable rate. Total reimbursement pursuant to this contract cannot exceed Five Thousand Dollars (\$5,000.00).

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 and no later than June 1, 2028 in the format and in accordance with procedures prescribed by OCCJA. All billing under this Agreement shall be submitted to counsel for OCCJA for approval.

In the event billing claims are subsequently disallowed by OCCJA pursuant to the Agreement, the Contractor shall repay OCCJA on demand, the amount of any such disallowed claim(s) or at the discretion of OCCJA, may deduct such amounts from subsequent payments to be made to the Contractor hereunder without prejudice however to 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

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 the work under this Agreement as an independent contractor and agrees that OCCJA is to be free from all liabilities and damages resulting from his performance hereunder. It is further agreed that Contractor will indemnify and hold harmless OCCJA against all claims and causes of action of any kind and character, which may arise as a result of Contractor's performance under this contract.

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 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 OCCJA and Contractor.

This Agreement is made in the State of Oklahoma and shall be governed by the laws of the State of Oklahoma.

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

Contractor

Authorized Officer