

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and entered into as of October 1, 2025 (the "Effective Date"), by and between the Oklahoma County Criminal Justice Authority for the benefit of the Oklahoma County Detention Center, located at 201 N. Shartel Ave., Oklahoma City, Oklahoma 73102 (the "Authority" or "OCDC"), and John Clark, an individual doing business at 2801 Big Sky Circle, Yukon, Oklahoma (the "Contractor"). Each of the Authority and the Contractor may be referred to herein individually as a "Party" and together as the "Parties."

1. Term and Renewal

1.1 Initial Term. The initial term of this Agreement (the "Term") shall commence on the Effective Date and continue for six (6) consecutive calendar months, unless earlier terminated in accordance with Section 11.

1.2 Automatic Renewal. Upon the expiration of the Term, this Agreement shall automatically renew for successive six-month periods (each, a "Renewal Term") unless either Party delivers written notice of non-renewal at least thirty (30) days before the end of the then-current Term or Renewal Term.

2. Services and Deliverables

2.1 Scope of Services. The Contractor shall, on an off-site, part-time basis (25 hours per week), perform the following services (collectively, the "Services"):

- SERT Assessment. Analyze the current structure, staffing, policies, and operations of the Special Event Response Team (SERT) and recommend updates to align with recognized detention-facility best practices.
- Training & Documentation Recommendations. Evaluate existing SERT training curricula and documentation; develop proposed revisions and supplemental materials.
- Physical-Security Assessment. Assess the current state of physical security at OCDC and recommend improvements.
- Emergency-Response Planning. Develop an emergency-response plan and SERT response plans, including post-incident review protocols.
- On-Site Training & Follow-Up. Provide on-site training sessions and follow-up support as reasonably requested by OCDC.

2.2 Deliverables & Milestones. Written reports and plans (collectively, the "Deliverables") shall be produced according to the milestone schedule set forth in Exhibit A (to be completed and mutually agreed by the Parties within ten (10) days after the Effective Date).

3. Time Commitment; Location

The Contractor shall devote approximately forty (25) hours per workweek to performing the Services. Work will be performed primarily off-site; on-site visits shall be scheduled in coordination with OCDC.

4. Compensation and Payment

4.1 Hourly Rate. The Authority shall pay the Contractor at the rate of Thirty-five Dollars (US \$35.00) per hour for all hours worked, up to twenty-five (25) hours per week.

4.2 Billing & Payment. Consultant shall submit an invoice at the beginning of each monthly period covering the upcoming month's Services. OCDC shall pay approved invoices within forty-five (45) days of receipt by ACH or check.

4.3 Inclusive Fee. The hourly rate is all-inclusive. Travel, lodging, meals, supplies, and other out-of-pocket expenses are deemed included and shall not be separately reimbursed.

5. Independent Contractor Status

The Contractor is an independent contractor and not an employee, agent, or partner of the Authority. The Contractor shall be solely responsible for all taxes, withholdings, insurance, and benefits, if any, owed in connection with the compensation received under this Agreement.

6. Background Check; Compliance Obligations

6.1 Background Check. Employment under this Agreement is conditioned on the Contractor's satisfactory completion of, and continued eligibility under, OCDC's standard background-check procedures.

6.2 Confidentiality; PREA & HIPAA. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including without limitation the Prison Rape Elimination Act (PREA) and the Health Insurance Portability and Accountability Act (HIPAA). The Contractor shall not disclose or use any non-public information obtained in the course of performing the Services except as authorized in writing by OCDC.

7. Work Product & Intellectual Property

7.1 Ownership. The Contractor retains all copyrights and other intellectual-property rights in and to all reports, plans, training materials, data compilations, and other deliverables created under this Agreement ("Work Product").

7.2 License to OCDC. The Contractor hereby grants OCDC a perpetual, irrevocable, royalty-free, non-exclusive, worldwide license to use, reproduce, adapt, distribute internally, and display the Work Product for any lawful purpose related to OCDC's operations, both during and after the Term.

7.3 Consultant's Reuse. The Contractor may reuse the Work Product, or derivatives thereof, in other engagements, publications, or training materials, provided that all OCDC Confidential Information and security-sensitive details are removed or anonymized and such use complies with Section 6 (Confidentiality & Compliance).

8. Representations and Warranties

The Contractor represents and warrants that (a) the Services will be performed in a professional and workmanlike manner consistent with industry best practices; (b) the Contractor has the experience, resources, and qualifications to perform the Services; and (c) the Contractor is not party to any obligation that would conflict with this Agreement.

9. Indemnification

The Contractor shall indemnify, defend, and hold harmless the Authority and its officers, agents, and employees from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to (a) the Contractor's negligence or willful misconduct, (b) breach of this Agreement, or (c) violation of applicable law.

10. Termination

10.1 Termination for Cause. Either Party may terminate this Agreement upon written notice if the other Party materially breaches any provision of this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice thereof.

10.2 Effect of Termination. Upon termination or expiration, the Contractor shall promptly deliver to the Authority all Work Product and OCDC property. The Authority shall pay the Contractor for Services satisfactorily performed through the date of termination.

11. Governing Law; Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, without regard to its conflicts-of-law rules. The Parties consent to the exclusive jurisdiction of the state courts located in Oklahoma County, Oklahoma, for any dispute arising under this Agreement.

12. Miscellaneous

12.1 Assignment. Neither Party may assign or delegate this Agreement without the prior written consent of the other Party, except that the Authority may assign this Agreement to a successor entity.

12.2 Entire Agreement; Amendments. This Agreement, together with all exhibits and attachments, constitutes the entire agreement of the Parties and supersedes all prior proposals and agreements, whether oral or written, relating to the subject matter hereof. This Agreement may be amended only by a written instrument signed by both Parties.

12.3 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12.4 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, delivered by a nationally recognized courier service, or mailed by certified mail (return receipt requested) to the addresses set forth above (or such other address as a Party may designate by notice).

12.5 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures transmitted electronically (e.g., via PDF or e-signing platform) shall be deemed original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Oklahoma County Criminal Justice
Authority

Contractor

Name:

Name:

Title:

Title:

Date:

Date:

Exhibit A – Deliverable & Milestone Schedule

(To be completed within ten (10) days after the Effective Date.)

| Milestone Deliverable | | Due Date |
|-----------------------|--|----------|
| 1 | Preliminary SERT Assessment Report | / /2025 |
| 2 | Draft SERT Emergency-Response Plan | / /2025 |
| 3 | Assess Physical Facility Security | / /2025 |
| 4 | Draft Physical-Security Assessment & Recommendations | / /2025 |
| 5 | All Trainings Completed | / /2025 |
| 6 | Final Consolidated Report & Plan | / /2026 |
| 7 | TBD | |
| 8 | TBD | |
| 9 | TBD | |