

CONSULTING SERVICES AGREEMENT

This Agreement entered into by and between the Oklahoma County Criminal Justice Authority, a public trust ("OCCJA"), hereinafter called the "OCCJA," operating the Oklahoma County Detention Center ("OCDC"), and Darrell L. Ross, PhD, hereinafter called "Contractor," constitutes the entire Agreement between the OCCJA and Contractor. The BOCC and the OCCJA will be sharing expert services because both are funded by the Oklahoma County ad valorem taxpayers upon whom any adverse verdict or judgment would fall.

ARTICLE I QUALIFICATIONS

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

Contractor agrees to analyze the record of the incarceration in the Oklahoma County Detention Center to draft reports of opinions and findings suitable for use in *Estate of Avelar v Oklahoma County Criminal Justice Authority and Board of County Commissioners of Oklahoma County, et. al.*, USDC, WD Okla., No. CIV-2024-909-D, and testify as needed, as provided for in this Agreement.

ARTICLE II AGREEMENT PERIOD

This Agreement shall become effective May 12, 2025, and shall terminate at the close of June 30, 2027. The parties are not bound to do so but contemplate a new contract may be adopted after the expiration of this Agreement.

ARTICLE III NO PERSONAL BENEFIT TO OFFICIALS AND EMPLOYEES

No official or employee of the OCCJA or BOCC 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 the OCCJA or BOCC or officer, official or employee of either 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, including incidental expenses in the following phased progression:

Phase 1 – Review of all documents and other materials provided by the OCCJA and BOCC, including video and photos, site inspection and reasonable expenses, as Contractor deems any or all of them useful to their work;

Phase 2 – Draft opinions (Rule 26) regarding the treatment of Plaintiff Cooper during his stay at the OCDC, and any other time as Contractor deems relevant.

Phase 3 – Provide testimony as required in discovery or trial to explain Rule 26 opinions.

~~As compensation for services arising from this Agreement, OCCJA agrees to pay Contractor fees~~

of \$_____ per hour for services herein described, and a deposition and trial rate of \$_____ per _____, plus expenses. Daily rates of \$_____ for half day, and \$_____ for a full day will apply for deposition and trial appearances, plus expenses. Fees resulting from the services provided will be billed monthly. The charges under this contract cannot exceed \$_____ during the term of this contract. A separate or subsequent contract will be considered by the parties for deposition and trial testimony, if needed. See Rates attached next page.

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

1. Invoices will reflect time worked and expenses according to services performed as the case proceeds capped at \$75,000;
2. The case is in Federal Court in the Western District of Oklahoma;
3. It is a February 26, 2022 incident;
4. Research regarding provision of detention services in jails, in addition to any other issues, as needed;
5. Rule 26a Expert Report required;
6. Defense expert designation and Rule 26 due dates are set by the Court.
7. Because of the nature of the incident, as suicide that Plaintiff may allege was actually a murder, there will be voluminous medical records and jail records and video.

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 BOCC and OCCJA are to be free from all liabilities and damages resulting from his performance hereunder.

Contractor agrees not to hold BOCC or 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 BOCC or 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 23rd__ day of April, 2025__

Contractor

Oklahoma County Criminal Justice Authority



Darrell L. Ross, Ph.D.

Darrell L. Ross PhD
Contractor

Chairman

Approved as to form:
DISTRICT ATTORNEY'S OFFICE:

Darrell L. Ross, Ph.D.
5065 Planters Crossing
Hahira, GA 31632

March 12, 2025

Billing Rate and Retainer for Expert Witness Services

A current fee schedule and billing rate to provide expert witness services is \$450.00 per hour (see last page of CV).

A retainer fee of \$3,600.00 is required prior to any work performed on the case, which provides for the first eight-hours (8 hours) of preliminary case review.

Case review past the first 8-hours and continued work associated with the case under review shall be billed at \$450.00 per hour. An invoice for work completed will be submitted after the opinions report has been submitted and after other associated work and/or travel is performed.

The fee includes payment for time to perform the following services:

- Performing work on the case subject to the needs and as requested by the retaining attorney,
- Consultation, phone calls, and conferences with all legal counsel assigned to the case under review,
- Reviewing all relevant case documents,
- Travel and time to do a site visit (if needed),
- Performing research on any component of the case under review,
- Writing and editing an opinions report,
- Preparation for a deposition and prep for trial testimony,
- Providing recorded testimony for the court (if performed),
- Traveling to court for live testimony,
- Waiting to testify and providing actual live testimony in court per day (8 hours), and
- Reimbursement for all expenses associated with any travel involved with the case.

Specified fees for working on the present case will not increase throughout the duration of the case.

Payment is expected within 30 days of the submitted invoice. A finance charge of 1.5% per month (18% per year) will be assessed on all past due invoices.

A flat deposition fee of \$3,000.00 will be billed to the plaintiff's attorney and is billed at a separate rate. An invoice for the deposition must be paid in advance of the deposition. Plaintiff's attorney shall pay all expenses associated with any travel associated with the scheduled deposition.

Please place all case documents on a thumb-drive and send to the letter head address as well as all remuneration for submitted invoices.

Darrell L. Ross, Ph.D.