

CONSULTING SERVICES AGREEMENT

This Agreement entered into by and between the Oklahoma County Criminal Justice Authority, a public trust, hereinafter called the "OCCJA," and G A R , I n c , hereinafter called "Contractor," constitutes the entire Agreement between the OCCJA and Contractor. The Board of County Commissioners ("BOCC") and the Oklahoma County Criminal Justice Authority may be sharing expert services although BOCC may have separate experts if they so choose. The BOCC and the OCCJA have a Joint Defense Agreement by which confidential and potentially privileged information and documents may be shared.

ARTICLE I QUALIFICATIONS

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

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 *Billy Joe Alstate v Oklahoma County Criminal Justice Authority and Board of County Commissioners of Oklahoma County*, USDC, WD Okla., No. CIV-22-811-D, 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 June 30, 2025.

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 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, including incidental expenses in the following phased progression:

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

Phase 2 – Draft opinion(s) ("FRCP Rule 26 opinions") regarding the detention of Plaintiff Altstatt during his stay at the Oklahoma County Detention Center, and any other time or treatment as Contractor deems relevant.

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

As compensation for services arising from this Agreement, OCCJA agrees to pay Contractor at \$650.00 per hour for “non-testifying work” which would include but not be limited to review and analysis, drafting Rule 26 opinion(s), and preparation for testimony. Contractor will be compensated \$850.00 per hour for deposition and trial appearances, plus expenses. Contractor is represented by Round Table Group (“RTG”) and the experts’ hourly rates include an administrative charge by RTG. Contractor’s fees and the administrative charges resulting from services provided will be billed monthly by RTG. Payment will be made through RTG. The charges under this contract cannot exceed \$75,000.00. A separate or subsequent contract will be considered by the parties for additional services, reports, deposition and trial testimony, as needed.

The estimate used in this contract is based on information provided by OCCJA’s Attorney 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 a March 2021 incident;
4. Research regarding constitutional requirements and best practices in jails, in addition to any other issues, as needed;
5. Rule 26a Expert Report(s) are required;
6. Defense expert designation and Rule 26 report is scheduled by the Court for November 18, 2024.

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 the work under this Agreement as an independent contractor and agree 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 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.

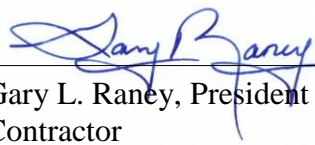
This Agreement is made in the State of Oklahoma and shall be governed by the laws of the State of Oklahoma, and Article 10 Section 26 of the Oklahoma Constitution.

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

APPROVED this 13th day of June 2024

Contractor

Oklahoma County Criminal Justice
Authority



Gary L. Raney, President - GAR, Inc.
Contractor

Chairman or Approved Signatory

Approved as to Form:
DISTRICT ATTORNEY'S OFFICE:
