

CONSULTING SERVICES AGREEMENT

This Agreement entered into by and between the Board of County Commissioners of Oklahoma County, hereinafter called the "BOCC," and OSS Law Enforcement Advisors, hereinafter called "Contractor," constitutes the entire Agreement between the BOCC and Contractor. The BOCC and the Oklahoma County Criminal Justice Authority ("OCCJA") will be sharing expert services.

ARTICLE I QUALIFICATIONS

Contractor is a private entity and not an agent of the BOCC 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 *Aaron L. Cooper v Oklahoma County Criminal Justice Authority and Board of County Commissioners of Oklahoma County*, USDC, WD Okla., No. CIV-2022-1027-D, and testify, as needed as provided for in this Agreement.

ARTICLE II AGREEMENT PERIOD

This Agreement shall become effective July 1, 2023, and shall terminate at the close of June 30, 2024. 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, 2024.

ARTICLE III NO PERSONAL BENEFIT TO OFFICIALS AND EMPLOYEES

No official or employee of the 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 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 \$60,000, including incidental expenses in the following phased progression:

Phase 1 – Review of all documents and other materials provided by the BOCC, including video and photos, site inspection and reasonable expenses, as OSS 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 Oklahoma County Detention Center, and any other time as OSS deems relevant.

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

The experts contemplated for this work are Michael Quinn and Paul Adler, DO.

As compensation for services arising from this Agreement, BOCC 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. OSS estimates currently approved by Attorney and BOCC are attached, and it is understood by the parties that such estimates represent the sum certain authorized by the BOCC for services rendered for providing the expert's written report. The charges under this contract cannot exceed \$60,000.00. A separate or subsequent contract will be considered by the parties for deposition and trial testimony, if needed.

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 a January 2021 incident;
4. Research regarding provision of medical services in jails, in addition to any other issues, as needed;
5. Rule 26a Expert Report required;
6. Defense expert designation and Rule 26 report is not yet scheduled.
7. Because of the nature of the prisoner on prisoner incident, there will be both 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 BOCC. 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 BOCC pursuant to the Agreement, the Contractor shall repay the BOCC on demand, the amount of any such disallowed claim(s) or at the discretion of the BOCC may deduct such amounts from subsequent payments to be made to the Contractor hereunder without prejudice however to the BOCC'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 BOCC 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 is 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 BOCC 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.

APPROVED this 28th day of June, 2023

Board of County Commissioners
of Oklahoma County

Susan Maughan
Chairman

Carrie Blumett

~~Member~~

Member 

Member

Manana Just



ATTESTED: County Clerk

DISTRICT ATTORNEY'S OFFICE:

PO 22400018

Bill To OKLAHOMA COUNTY COMMISSIONERS 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102	Requisition 12400397-00 FY 2024 Acct No: UNDEFINED ACCOUNT. Review: Buyer: 6065bbkeltho Status: Created
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Vendor OPERATIONAL SUPPORT SERVICES INC 19018 CANDLEVIEW DRIVE SPRING, TX 77388	Ship To OKLAHOMA COUNTY COMMISSIONERS 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102
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Deliver To
 OKLAHOMA COUNTY COMMISSIONERS
 320 ROBERT S KERR
 ROOM 101
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/23	002898				General Government

LN Description / Account	Qty	Unit Price	Net Price
001 Cooper vs BoCC CIV-2022-1027-D	60000.00 EACH	1.00000	60000.00

Ship To
 OKLAHOMA COUNTY COMMISSIONERS
 320 ROBERT S KERR
 ROOM 101
 OKLAHOMA CITY, OK 73102

Deliver To
 OKLAHOMA COUNTY COMMISSIONERS
 320 ROBERT S KERR
 ROOM 101
 OKLAHOMA CITY, OK 73102

[Requisition Link](#)

Requisition Total 60000.00

***** General Ledger Summary Section *****

Account Amount Remaining Budget

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

Board of County Commissioners
of Oklahoma County

Karen A. Salmon

OSS Law Enforcement Advisors
Contractor

Chairman

Member

Member

ATTESTED: County Clerk

DISTRICT ATTORNEY'S OFFICE:
