

## CONSULTING SERVICES AGREEMENT

This Agreement entered into by and between the Board of County Commissioners of Oklahoma County, hereinafter called the "BOCC," and Jeff Carter, Legal Liability Risk Management Institute, hereinafter called "Contractor," constitutes the entire Agreement between the BOCC and Contractor.

### 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 is an expert jail operations, suicides, and Section 1983 Law Enforcement Policies & Procedures.

Contractor agrees to analyze the record of the incarceration in the Oklahoma County Detention Center of Krysten Gonzalez, and to testify in a federal jury trial about his opinions and findings suitable for use in *Pasqualettii v Sheriff Tommie Johnson, III*, USDC, WD Okla., No. CIV-21-0011-F, 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 July 1, 2025.

### 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 of \$250.00 per hour for consulting services, not to exceed \$20,000.00, without prior written

approval, to provide expert testimony at the federal jury trial.

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 is to be free from all liabilities and damages resulting from his performance hereunder.

Contractor agrees not to hold BOCC 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.

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. The District Attorney's office may terminate the Agreement at any time on behalf of the BOCC.

#### 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.

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 \_\_\_\_\_, 2024.

Contractor:

Board of County Commissioners  
of Oklahoma County:

*Jeffrey Carter*

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Jeff Carter  
Legal and Liability Risk Management  
Institute

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Chairman

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Member

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Member

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ATTESTED: County Clerk

DISTRICT ATTORNEY'S OFFICE:

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