

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 Torrance Jackson, and to draft a report of his opinions and findings suitable for use in *Pasqualetti 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 May 16, 2022 and shall terminate at the close of June 30, 2022. 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, 2022.

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 \$8,500.00, including incidental expenses in the following phased progression (Phase 1 and Phase 2):

Phase 1 – Review of all documents and other materials, including video and photos, provided by the BOCC, as Jeff Carter deems any or all of them useful to his work;

Phase 2 – Draft an opinion regarding the use of force incident involving Torrance Jackson as he was being booked into Oklahoma County Detention Center, and any other time Jeff Carter deems relevant;

Contractor will provide the following services at the rate of \$250.00 per hour for consulting services, not to exceed \$10,000.00, without prior written approval, including incidental expenses in the following phased progression (Phase 3 and Phase 4):

Phase 3 – Make himself available at his convenience for deposition at or near his office or other place of his choice regarding his written opinion and preparation to write same.

Phase 4- Make himself available as needed for testimony at 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.

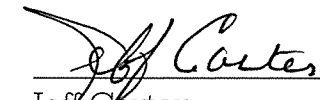
This Agreement is made in the State of Oklahoma and shall be governed by the laws of the State of Oklahoma, and Article 10 Section 26 of the Oklahoma Constitution.

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 _____, 2022.

Contractor:

Board of County Commissioners
of Oklahoma County:



Jeff Carter
Legal and Liability Risk Management
Institute

Chairman

Member

Member

ATTESTED: County Clerk

DISTRICT ATTORNEY'S OFFICE:

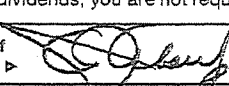
**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Law Enforcement Risk Management Group, Inc	
	2 Business name/disregarded entity name, if different from above Legal and Liability Risk Management Institute	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 700 N. Carr Road, #595		Requester's name and address (optional)
6 City, state, and ZIP code Plainfield, IN 46168		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social security number ____ - ____ - ____ or Employer identification number 8 1 - 0 6 9 2 1 3 5
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	Sign Here Signature of U.S. person ►  Date ► 5/9/22
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.