



**Agreement for Professional Services
for Muskogee County for
MULTI-HAZARD MITIGATION PLAN UPDATE SERVICES**

THIS Agreement made and entered into this _____ day of March, 2023 between Muskogee County, hereinafter referred to as COUNTY, and Meshek & Associates, LLC, hereinafter referred to as ENGINEER.

WITNESSETH:

WHEREAS, COUNTY requires certain professional services in connection with the PROJECT, hereinafter referred to as the SERVICES; and,

WHEREAS, ENGINEER, is prepared to provide such SERVICES;

WHEREAS, funding is available for the PROJECT.

NOW THEREFORE, in consideration of the promises herein, the parties hereto agree as follows:

1. **SCOPE OF PROJECT**. The Scope of the Project is described in Attachment A, SCOPE OF PROJECT, which is attached hereto and incorporated by reference as part of this AGREEMENT.
2. **SERVICES TO BE PERFORMED BY ENGINEER**. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
3. **COUNTY'S RESPONSIBILITIES**. COUNTY shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE COUNTY, which is attached hereto and incorporated by reference as part of this AGREEMENT.
4. **COMPENSATION**. COUNTY shall pay ENGINEER for services performed pursuant to this Agreement in accordance with, Attachment D, COMPENSATION, which is attached hereto and incorporated by reference as part of this AGREEMENT.
5. **STANDARD OF PERFORMANCE**. ENGINEER shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity and with the applicable laws and regulations published and in affect at the time of performance of the SERVICES.
6. **LIMITATION OF RESPONSIBILITY**

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- a. ENGINEER'S deliverables are limited to the final Hazard Mitigation Plan update. Computer-generated files furnished by ENGINEER are for COUNTY or other's convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

7. **LIABILITY AND INDEMNIFICATION**

- a. ENGINEER shall indemnify COUNTY from and against legal liability for damages arising from the performance of the SERVICES for COUNTY, including reasonable claims, costs, and attorney fees where such liability is caused by negligent act of ENGINEER. Nothing in this paragraph shall make the ENGINEER liable for any damages caused by the COUNTY or any other contractor or consultant of the COUNTY.
- b. ENGINEER shall not be liable to COUNTY for any special, indirect, or consequential damages, such as, but not limited to, loss of revenue, or loss of anticipated profits.

8. **COMPLIANCE WITH LAWS.** In performance of SERVICES, ENGINEER shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards. ENGINEER shall procure the permits, certificates, and licenses necessary to allow ENGINEER to perform the SERVICES. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned ENGINEER in the SCOPE OF SERVICES.

9. **INSURANCE.** During the performance of the SERVICES under the AGREEMENT, ENGINEER shall maintain the following insurances:
 - a. Professional Liability (Errors and Omissions) Insurance to remain in effect during the PROJECT and the term of any legal liability. Errors and Omissions coverage to be for a minimum of \$1,000,000.
 - b. Comprehensive General Liability Insurance with bodily injury limits of not less than \$125,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$25,000 for each occurrence and not less than \$1,000,000 in the aggregate.
 - c. Comprehensive Automobile Liability Insurance with bodily injury limits of not less than \$125,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$25,000 for each occurrence and \$1,000,000 for each accident.
 - d. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence.

10. **OWNERSHIP AND REUSE OF DOCUMENTS**

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- a. All physical and electronic documents, including original drawings, estimates, specifications, field notes, and data shall become and remain property of the COUNTY.
- b. COUNTY'S reuse of such documents without written verification or adaptation by ENGINEER for the specific purpose intended shall be at the COUNTY'S risk.

11. **TERMINATION OF AGREEMENT**

- a. The obligation to continue SERVICES under this agreement may be terminated by either party upon fifteen days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. COUNTY shall have the right to terminate this AGREEMENT, or suspend performance thereof, for COUNTY'S convenience upon written notice to ENGINEER; and ENGINEER shall terminate or suspend performance of SERVICES on a schedule acceptable to the COUNTY. In the event of termination or suspension for COUNTY'S convenience, COUNTY shall pay ENGINEER for all SERVICES performed to date of termination in accordance with the provisions of COMPENSATION. Upon restart of a suspended project, ENGINEER'S contract price and schedule shall be equitably adjusted.

12. **NOTICE.** Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below

To ENGINEER MESHEK & ASSOCIATES, LLC
1437 South Boulder Avenue
Suite 1550
Tulsa, Oklahoma 74119
Attention: Janet Meshek, PE, CFM

To COUNTY: MUSKOGEE COUNTY, OKLAHOMA
Attention: Jeff Smith
400 West Broadway
Muskogee, Oklahoma 74401

13. **UNCONTROLLABLE FORCES.** Neither COUNTY nor ENGINEER shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquake, storms, lightening, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by



either COUNTY or ENGINEER under this AGREEMENT; strikes, work slowdowns, or other labor disturbances, and judicial restraint.

14. **INTEGRATION AND MODIFICATION.** This AGREEMENT includes the entire and integrated AGREEMENT between the parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. COUNTY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER'S cost of or time required for performance of the services, an equitable adjustment will be made through amendment to this AGREEMENT. This AGREEMENT may be amended only by written instrument signed by each of the parties.

15. **DISPUTE RESOLUTION PROCEDURE.** In the event of a dispute between the ENGINEER and the COUNTY over interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the COUNTY's Director of Emergency Management for resolution. If the Director of Emergency Management is unable to resolve the dispute, the matter may, in the Director's discretion, be referred to the COUNTY Board of Commissioners for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges, or opportunities permitted by law to resolve any dispute. The parties understand and agree that COUNTY does not and will not participate in binding arbitration of any dispute.

16. **ASSIGNMENT.** ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.

17. **APPROVAL.** It is understood and agreed that all work performed under this AGREEMENT shall be subject to the inspection and approval by the Emergency Management Department of MUSKOGEE COUNTY, and any deliverables not meeting the terms of this AGREEMENT will be replaced or corrected at the sole expense of the ENGINEER. The ENGINEER will meet with COUNTY staff initially and monthly thereafter and will be available for public meetings and/or COUNTY presentations.

MESHEK & ASSOCIATES, LLC

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Board of Commissioners of MUSKOGEE COUNTY.

ENGINEER

Meshek & Associates, LLC

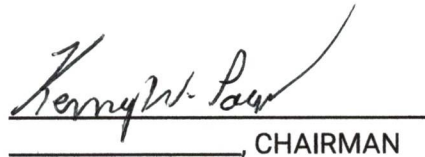


Janet K. Meshek, PE, CFM

Date: 02/23/2023

MUSKOGEE COUNTY, OKLAHOMA

MUSKOGEE COUNTY, OKLAHOMA



_____, CHAIRMAN

(Seal)
ATTEST:

_____, COUNTY CLERK

APPROVED AS TO FORM:

_____, DISTRICT ATTORNEY



13th day of March, 2023
Chairman Kerry W. Paw
Member Keith
Member Dorey
Attest Dorey
County Clerk



ATTACHMENT A
MULTI-HAZARD MITIGATION PLAN UPDATE SCOPE OF PROJECT

Multi-Hazard Mitigation Plan Update for hazards located within Muskogee County, Incorporated and Census Designated places, and Public School Systems.



ATTACHMENT B
MULTI-HAZARD MITIGATION PLAN UPDATE SCOPE OF SERVICES

The services to be performed by the ENGINEER under this AGREEMENT will consist of those engineering, planning and GIS services required to update the COUNTY's Multi-Hazard Mitigation Plan in accordance with the requirements of the Stafford Act and Title 44 Code of Federal Regulations (CFR) §201.6.

Further, it is understood and agreed that the date of beginning, rate of progress, and time of completion of the work to be done hereunder are essential provisions of this AGREEMENT; and it is further understood and agreed that the work embraced in this AGREEMENT shall commence upon execution of this AGREEMENT and notification of grant award.

1. Phase 1: The Planning Process

- a. Organize the Planning Process and Resources, including (1) Developing the Planning Process and Meeting Schedule, (2) Coordination with Key Stakeholders, (3) Data Collection, (4) Internal and External Meetings, and (5) Documentation of the Planning Process.
- b. Meshek will meet with Muskogee County to discuss the project scope and schedule, discuss convening the Muskogee County Hazard Mitigation Team, gather initial data and documents, and plan the project kickoff meeting. To ensure participation of participating jurisdictions and key stakeholders in the Muskogee County Hazard Mitigation Planning Team Meetings for the update process, Meshek will develop "Save-the Date" e-mails to provide advance notice of scheduled meeting dates.
- c. Meshek will suggest a comprehensive list of stakeholders to be involved either as planning team members or as part of the general public to be involved in the plan. Stakeholder Meeting 1 will be held. Communications with other pertinent agencies will begin and continue through the process.
- d. Meshek will compile data and research for the plan during this time and work with stakeholders to begin work on developing a meaningful capability assessment.

2. Phase 2: Risk and Capability Assessment(s)

- a. This task will consist of updating the risk assessment and capability assessment County, including: (1) Review of Previous Plan; (2) Hazard Identification and Research (3) Hazard Analysis (4) Capability Assessment and Analysis (4) Social Vulnerability Assessment (5) GIS Mapping.
- b. The risk assessment will be updated and enhanced to provide the most current and robust data and information.

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- c. The list of hazards currently addressed in the plan will be revisited. A hazard analysis will be conducted based on hazards identified by the Muskogee County Hazard Mitigation Planning Team for the 2024 Update.
 - d. Meshek will analyze the effectiveness of current local mitigation policies, programs, and capabilities. This task will include describing the effectiveness of local policies, programs, and capabilities, including challenges to implementing local mitigation policies, programs, and capabilities and opportunities for implementing mitigation actions through local capabilities.
 - e. A GIS Analysis will be conducted to include any new/modified/updated information (including hazard, land use, and development trends), findings, research, and risk data. New, readily available, credible technical data will be incorporated into the analysis as appropriate. The Hazard Analysis will be available to the County on a GIS web viewer.
 - f. Based on the findings of the updated risk assessment, a local vulnerability analysis will be conducted, including both the built environment and social vulnerability. Stakeholder Meeting 2 will be held.
3. **Phase 3: Develop Mitigation Strategy and Prepare Draft Plan**, including (1) Review Previous Mitigation Strategy; (2) Develop Mitigation Goals; (3) Address Repetitive Loss and Severe Repetitive Loss Properties (4) Develop Mitigation Actions
- a. Meshek will conduct a review of mitigation actions in the previous plan and facilitate Stakeholder Meeting 3 to facilitate the review and update of the plan's mitigation strategy. This will include the identification and development of new actions for the plan.
 - b. Meshek will assist Muskogee County in identifying goals and a comprehensive range of specific actions and projects to be considered over the five-year update period.
 - c. A cost benefit review of the actions will be conducted to assist with prioritization. Potential funding sources for these actions will be identified to assist with future implementation.
4. **Phase 4: Draft Plan and Submit to ODEMHS and FEMA**, including Draft and Format Planning Document, (2) Coordinate with ODEMHS and FEMA (3) Additional GIS tasks for FEMA Review (4) Adoption
- a. The draft plan and Local Mitigation Plan Review Tool will be submitted to Oklahoma Emergency Management for review no later than 12 months from the date of FEMA Planning Grant award.
 - b. The final project deliverable is a FEMA approved Hazard Mitigation Plan.

SCHEDULE: The schedule for general engineering services is provided as follows: The draft plan and Local Mitigation Plan Review Tool will be submitted to Oklahoma Department of Emergency Management and Homeland Security for review no later than 12 months from the date of FEMA Planning Grant award.



**ATTACHMENT C
RESPONSIBILITIES OF THE COUNTY**

The COUNTY agrees to the following:

1. Report, Records, etc. To furnish, as required by the work, and not at expense to the ENGINEER:
 - a. Records, reports, studies, plans, drawings, and other data available in the files of the COUNTY that may be useful in the work involved under this AGREEMENT.
 - b. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the COUNTY.

2. Staff Assistance. Designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define COUNTY'S policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.

3. Review. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as to not delay the services of ENGINEER.



ATTACHMENT D COMPENSATION

The COUNTY agrees to pay, as compensation for services set forth in Attachment B, the following fees, payable monthly as each Phase of the work progresses; and within 30 calendar days of receipt of invoice. ENGINEER shall submit monthly invoices based on percentage of work completed at the time of billing, invoiced according to the **Muskogee County Multi-Hazard Mitigation Plan Update Cost Exhibit**, attached as **Exhibit 1**. Invoices shall be accompanied by such documentation as the COUNTY may require in substantiation of the amount billed.

1. Total Compensation. For the work under this project, an amount not to exceed of **One Hundred and Twenty-Five Thousand and 00/100 Dollars (\$125,000.00)**.
2. Compensation for Labor Costs. Labor costs shall mean actual billing rates for personnel assigned to the project based upon percentage of services completed at the time of billing. **Billing Rates** are attached as **Exhibit 2**.
3. Subconsultants and Other Professional Associates. Services of subcontractors and other professional consultants shall be compensated for based upon the percentage of the work completed at the time of billing. Compensation includes actual cost plus 5%.
4. OTHER DIRECT COSTS
 - a. Total mileage traveled for field and office visits shall be reimbursed at the current IRS rate.
 - b. Printing and reproduction expenses shall be compensated in accordance with the rates in Exhibit 2.
 - c. Any other direct costs shall be compensated for at actual costs.
5. Additional Services. Other services not included in Attachment B, when authorized in writing by the COUNTY as part of an executed Amendment to this agreement, shall be compensated in accordance with this agreement, provided updated terms are not included in such amendment.
6. Terminated Services. If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination.



Exhibit 1

Muskogee County Multi-Hazard Mitigation Plan Update Cost Exhibit

Muskogee County Hazard Mitigation Plan Update		
Contract Item	Hours	Contract Amount
Phase I: The Planning Process	210	\$35,275.00
Organize the Planning Process and Resources		
Develop Planning Process and Meeting Schedule		
Coordinate with Key Stakeholders		
Document the Planning Process		
Collect Data		
Hold Internal and External Coordination Meetings		
Phase II: Risk and Capability Assessments	254	\$41,100.60
Review Previous Plan		
Hazard Identification and Research		
Hazard Analysis		
Capability Assessment and Analysis		
Social Vulnerability Assessment		
Phase III: Develop Mitigation Strategy and Maintenance Process	175	\$26,625.00
Review Previous Mitigation Strategy		
Develop Mitigation Goals		
Address Repetitive Loss and Severe Repetitive Loss		
Develop Mitigation Actions		
Develop Funding Strategy and Maintenance Process		
Phase IV: Draft Plan, Review, Submittal, Approval	150	\$22,000.00
Final Draft and Format Planning Document		
Coordinate with ODEMHS and FEMA		
Additional GIS tasks for FEMA Review		
Total	789	\$125,000

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Exhibit 2 Billing Rate Schedule

Allowance for Office Work			
Project Principal II	\$ 325.00	GIS Project Principal	\$ 230.00
Project Principal I	\$ 290.00	GIS Project Manager II	\$ 215.00
Project Manager II	\$ 260.00	GIS Project Manager I	\$ 165.00
Project Manager I	\$ 175.00	GIS Specialist II	\$ 135.00
Project Engineer II	\$ 165.00	GIS Specialist I	\$ 105.00
Project Engineer I	\$ 130.00	GIS Analyst	\$ 95.00
Engineering Intern	\$ 110.00	GIS Technician	\$ 80.00
Engineering Technician II	\$ 125.00	GPS Field Technician	\$ 80.00
Engineering Technician I	\$ 90.00	ROW Project Manager II	\$ 210.00
CAD Designer	\$ 100.00	ROW Project Manager I	\$ 170.00
3 Man Survey Crew	\$ 315.00	Assistant ROW Project Manager	\$ 130.00
2 Man Survey Crew	\$ 215.00	Acquisition/Relocation Agent	\$ 100.00
Survey CAD Technician	\$ 90.00	Real Estate Trainee	\$ 85.00
Survey Crew Chief I	\$ 100.00	Planning/Grant Project Manager II	\$ 165.00
Survey Crew Chief II	\$ 130.00	Planning/Grant Project Manager I	\$ 140.00
Survey Crew Technician	\$ 85.00	Planner II	\$ 115.00
Survey Project Manager	\$ 200.00	Planner I	\$ 105.00
LiDAR Survey Crew	\$ 250.00	Contract Administrator	\$ 190.00
LiDAR Data Specialist	\$ 130.00	Administrative	\$ 105.00
Allowance for Travel			
Mileage	Billed at Current IRS Rate		
Per Diem	Billed at Current IRS Rate		
Per Diem	Billed at Current GSA Rate		
Reproduction Costs			
8-1/2"x11" print	\$ 0.15	Billed per page printed	
8-1/2"x14" print	\$ 0.20		
11"x17" print	\$ 0.30		
Black and White Plots	\$ 3.00		
Color Plot	\$ 6.00		
Mylars	\$ 9.00		
Miscellaneous Outside Expenses and Fees			
Outside Direct Project Expenses	Passthrough at Cost		
Subconsultant Services	Cost plus 5% management fee		