

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR THE CITY OF NORMAN**

This Agreement is entered into between The City of Norman ("City") and L.E. Marshall Consulting, LLC ("Contractor") for the following reasons:

1. The City requires a comprehensive update to the current Emergency Operations Plan ("EOP") for the City of Norman (the "Services"); and,
2. Contractor is prepared to provide the Services as outlined in: 1) the proposal submitted April 23, 2026, attached and included herein and made a part hereof, as Exhibit "A" to this Agreement, and 2) the City's RFP No. 2526-6 on file in the office of the City Clerk of the City of Norman and made part of this Agreement as if fully written in detail herein or attached thereto.

In consideration of the promises contained in this Agreement, the City and Contractor agree as follows:

ARTICLE 1 - EFFECTIVE DATE AND TERM

The effective date of this Agreement shall be the 9th day of June, 2026 and shall extend for one year thereafter, or until the Services have been completed, whichever occurs first.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma. Any actions brought under the terms of this Agreement shall be heard in the United States District Court for the Western District of Oklahoma or in the District Court of Cleveland County, Oklahoma.

ARTICLE 3 – PAYMENT

The City shall pay Contractor for the Services provided under this Agreement in the amount of Sixty-One Thousand, Two Hundred Thirty-Two Dollars and Fifty Cents (\$61,232.50), as represented in Contractor's proposal submitted April 23, 2026, attached hereto as Exhibit "A".

ARTICLE 4 – PERFORMANCE AND STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. In terms of the standard of excellence, 100% excellence in compliance and in the work performed shall be the standard.

ARTICLE 5 – INDEMNIFICATION AND LIABILITY

Indemnification. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees, from and against any and all liability, loss, damage, cost and expense (including attorney's fees and accountants fees) caused by an error, omission, or negligent act of Contractor in the performance of the Services under this Agreement. The City agrees to defend, indemnify and hold harmless Contractor, its officers, agents and employees, from and against

any all liability, loss, damage, cost and expense (including attorney's fees and accounts' fees) caused by an error, omission, or negligent act of the City in the performance under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. Contractor and the City each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by the City or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by Contractor shall not in any event be deemed a waiver of any action, right, or remedy otherwise available to the City under Oklahoma law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 6 – INSURANCE

During the performance of the Services under this Agreement, Contractor shall maintain Worker's Compensation insurance in accordance with State Laws and Employer's Liability insurance in the following amount, pursuant to State Law:

- (a) Property Damage Liability.—Limits shall be carried in the amount of not less than seventy-five thousand dollars (\$75,000.00) to any one person for any number of claims for damage to or destruction of property including but not limited to consequential damages arising out of a single accident or occurrence.
- (b) All Other Liability.—In an amount not less than one hundred twenty five thousand dollars (\$250,000.00) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.
- (c) Single Occurrence of Accident Liability.—in an amount not less than one million dollars (2,000,000.00) for any number of claims arising out of a single occurrence or accident.

These insurance policies shall be issued by a company approved by the City. The City shall be furnished with a Certificate of Insurance which shall provide that such insurance shall not be changed or canceled without ten (10) business day's prior written notice to the City. Certificates of Insurance shall be delivered to the City prior to the commencement of the Agreement.

ARTICLE 7 – TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

ARTICLE 8 – NOTICES

Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

CITY:

David Grizzle

Emergency Management Coordinator
415 E Main St.
Norman, OK 73069
405-307-7218
David.grizzle@normanok.gov

CONTRACTOR:

Lauree Beth Marshall
900 Garth Brooks Blvd. #851311
Yukon, OK 73085
405-808-7827
laureebeth@lemllc.com

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of the City and Contractor.

ARTICLE 9 – DISPUTES

In the event of a dispute between the City and Contractor arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute as allowed by applicable law and regulation. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 10 –NONDISCRIMINATION

Contractor agrees that it, or any of its subcontractors, will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

ARTICLE 11 – NON-WAIVER

No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity. Further, any waiver by either the City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other further breach.

ARTICLE 12 – ENTIRE AGREEMENT; AMENDMENTS

This Agreement, including Exhibit "A", the proposal submitted by Contractor on April 23, 2026, and the City's RFP No. 2526-6, both incorporated by reference, represents the entire and integrated agreement between the City and Contractor. It supersedes all prior and

contemporaneous communications, representations, and agreements, wither oral or written, relating to the subject matter of this Agreement. This Agreement may not be amended or modified, except in writing, signed by each of the parties hereto.

ARTICLE 13 – SEVERABILITY

If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

ARTICLE 14 – ASSIGNMENT

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

ARTICLE 15 – NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of the City and Contractor. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

ARTICLE 16 – BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signatures on following page.]

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the Effective Date.

L.E. MARSHALL CONSULTING, LLC:

By: Lauree Beth Marshall

Name: Lauree Beth Marshall

Title: President or Managing Member

STATE OF Oklahoma COUNTY OF Canadian SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 26th day of May 2026, personally appeared Lauree Beth Marshall to me known to be the identical person who executed the foregoing, and acknowledged to me that she executed the same as her free and voluntary act and deed for the sue and purposes therein set forth.

WITNESS my hand and seal the day and year last above written,

Notary Public: Jerri A. Rose

My commission: 21009597



THE CITY OF NORMAN:

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and legality this 3rd day of June 2026.

[Signature]
City Attorney



April 23, 2026

Attn: David Grizzle, Fire Department
City of Norman
415 E. Main St.
Norman, OK 73069

Re: Request for Proposal (RFP 2526-6), A comprehensive update for the City of Norman's Emergency Operations Plan (EOP)

Dear Mr. Grizzle,

Thank you for the opportunity to submit this proposal to update the City of Norman's EOP. To ensure that all requirements are discussed, this proposal will follow the Ranking Criteria outline as recommended in the RFP FAQ provided on the City of Norman's website.

1. Understanding Project Requirements

Based on the RFP and FAQs, I understand that a comprehensive EOP is needed by the city within a 6-month timeframe. As part of the planning process, meetings with each department will be required to assess the vulnerabilities, critical infrastructure, dependencies, and cascading effects of events. Working closely with the City of Norman Emergency Management, we will determine the final number of meetings, and also utilize the existing emergency management plans to integrate all necessary information into the EOP. The meetings will include discussion of the hazard and vulnerability analysis (HVA) and risk assessment. Training for city personnel as it pertains to NIMS/ICS leadership framework will be implemented through the planning process. I propose an overview training of the NIMS/ICS framework for employees who have little to no experience with it OR a table-top exercise where all designated personnel would be required to participate. The table-top exercise emphasis would be decided upon once planning has begun and as noted in the RFP, would be scheduled during Phase 5 or weeks 21-24. The results of this table-top would also be integrated into the final EOP.

2. Reputation and Experience

Since starting my business in 2020, I have worked with emergency management departments in over 20 counties across Oklahoma, including Cleveland County Emergency Management in 2024-2025 on the update for the Hazard Mitigation Plan Update 2025. In that update, I worked with the City of Norman to enhance the Dam Failure portion to a "High-Hazard Potential Dam Amendment." At the time of submitting this proposal, I have worked with over 200 jurisdictions over the past 6 years. As shown below in the list of clients, my services not only strive to deliver thorough plans, I routinely deliver completed projects in the timeline specified by the client, ranging from 4 months to 12 months.

I am located in Yukon, OK, only 34 miles from the City of Norman.

A partial list of clients are as follows and various approval timeframes are provided.

- Custer County: Multi-jurisdictional EOP and HMP. The EOP was completed within a 6-month timeframe and incorporated both community lifelines and ESF format. The HMP was completed within a 12-month timeframe. (2024-2025)
- Checotah Public Schools: A single jurisdiction hazard mitigation plan, completed in 4 months, and FEMA approved. Entire plan written, submitted, and approved in 10 months.



- Canadian County: A multi-jurisdictional plan, completion deterred by pandemic delays (November 2019 to June 2021), reviewed by FEMA in 3 weeks (June 2021-July 2021); approved pending adoption with a 72-hour turnaround to complete recommended changes.
- Pottawatomie County: A multi-jurisdictional plan completed in 6 months (November 2020-May 2021), reviewed by FEMA in 3 weeks; approved pending adoption with a 72-hour turnaround to complete recommended changes.
- City of Shawnee: High Hazard Potential Dam Amendment. An amendment to the Pottawatomie County HMP. (August 2022-December 2022)
- Murray County: A multi-jurisdictional plan, expedited timeline of 6 months. (January 2023 to July 2023.)
- City of Yukon: A city/school hazard mitigation plan on an expedited timeline of 6 months. (December 2023-June 2024) The approval process took around 3 months.

3. Methodology and Project Management

I typically coordinate with the emergency manager and other city personnel to develop a strategy for the meetings. I am familiar with the **national standards** outlined in CPG 101.3, NIMS, and HSEEP for EOPs as well as hazard mitigation planning. According to the RFP, focus will be on ensuring that appropriate training and coordination with all city departments will be required to assign the best roles within each department to the NIMS/ICS roles. This will ensure that each department has the ability to discuss any gaps and cascading risks that either exist or could exist in various emergency situations. Thorough discussions with city departments will also inform better risk assessments that will be conducted throughout the EOP planning meetings, as each department will be acutely aware of the particular vulnerabilities under their purview. Discussions would also include identifying risks and actionable items associated with cybersecurity threats, climatological changes, active shooter events, changes in population, and anticipated growth of Norman.

I would anticipate a minimum of six (6) **in-person meetings** with all city departments, that reflect the six (6) phases outlined in the RFP. I would also anticipate a minimum of one (1) meeting with each individual department to fully discuss the operations and responsibilities of each to enhance the choice of personnel role within the NIMS/ICS framework and leadership. Since I am located in Yukon, OK, the number of in-person meetings can be decided upon with the emergency management personnel, and I would anticipate using phone calls and emails for brief clarification questions throughout the planning process. Virtual meetings will be utilized upon the discretion and collaboration of the city personnel.

As far as **stakeholder engagement** is concerned, I am aware that the City of Norman has a strong outreach with the community and if public involvement were needed on specific points, I have the ability to publish a public survey if needed. Community stakeholders, such as the Cleveland County Emergency Management, OU Emergency Management, Norman Public School administration, City of Moore, City of Oklahoma City, City of Noble, National Guard, Absentee Shawnee and Citizen Potawatomi Nation, any local VOAD outreach with faith-based organizations, and any other community partners, such as the Westheimer Airport, National Weather Service, or the Moore-Norman Technology Center, would be identified upon the advisement of the emergency management and other city personnel. This is certainly not a set list, but merely initial suggestions based on my knowledge of the communities immediately adjacent to the City of Norman or in close proximity. The purpose of a stakeholders' meeting would be to discuss resources and establish any formal Memorandums of Understanding (MOU) needed or simply update the existing MOUs. If the stakeholders are needed instead as collaborators of a full-scale exercise, that would be a decision for the city to determine. However, both of those options would complement the development of the city's new EOP.



The RFP FAQ also mentioned integrating the city's existing emergency plans into the updated EOP. I would **incorporate the jurisdictions' existing plans**, from the Stormwater Master Plan, all dam emergency action plans as applicable, the city's evacuation plan, and any other existing plans to ensure a comprehensive EOP and to enhance the risk assessments associated with developing the EOP with a basic framework of a Continuity of Operations plan, as noted in the RFP and FAQ. Not using these plans could result in missing vulnerabilities.

4. Qualifications of Key Personnel

I am the sole writer of the emergency management plans. Previously, I served as the Cleveland County Deputy Director from April 2017 to January 2020, and one of my main responsibilities included updating the Cleveland County Hazard Mitigation Plan (HMP). In that position, I took required ICS courses 100, 200, 300, 400, 700, 800. I also completed ICS All-Hazards Planning Section Chief training, and additional ICS courses, mostly related to planning, debris management, and cybersecurity. Over the past 6 years, I have participated in FEMA and state level webinars to maintain a current understanding of the latest guidance as it becomes available. As noted in the FAQs, I have the necessary workers' comp and commercial general liability insurance, as well as auto insurance.

5. Local Understanding and Availability

As mentioned above, I am local to the Oklahoma City metro and live in Yukon, OK. Since I have worked with all municipalities and school districts in Cleveland County as it pertained to the Cleveland County HMP Update, I have an understanding of the needs and concerns of Cleveland County as a whole. These discussions included Norman, OU, and the Norman Public Schools, and I am familiar with the natural hazards of the area, the stakeholders of the community, and, some of the nuanced concerns within Norman itself. As a growing city, the needs of the community are changing.

Timeline:

While I believe the 6-month timeline outlined in the RFP is doable, the FAQs mentioned the potential for an alternative timeline could be considered. I would suggest an additional 4-8 weeks to the timeline to account for any departmental meetings that get rescheduled due to unforeseen events. Or, that an assessment with emergency management at week 13 would determine if an additional 4-8 weeks would be helpful in producing the EOP.

Proposal:

- **\$60,000.00 for the planning fee**
- **\$1,232.50 for mileage (Current IRS rate of \$0.725/mile x 25 round-trips (68 miles))**
- **Total package: \$61,232.50**
- **Payment schedule:** The percentages and payment schedule outlined in the FAQ are acceptable.
- **Deliverables:** Final EOP in Word and PDF format with printing being the responsibility of the city. Final EOP would include an executive summary and quick reference guide.

Here are a few references, and if you need more, I will gladly provide them.

References:

George Mauldin, Cleveland County Director of Emergency Management & Safety
Phone: 405.350.2702
Email: gmauldin@clevelandcountyoak.com



Gary Jones, City of Altus City Manager
Phone: 580.481.2202
Email: gonces@altusok.gov

Hardy Sperle, Custer County Director of Emergency Management & Safety
Phone: 580.331.9536
Email: custerem@gmail.com

It would be a privilege to work with the City of Norman. Please let me know if you need more information.

Sincerely,
Lauree Beth Marshall

A handwritten signature in blue ink that reads 'Lauree Beth Marshall'.

L.E. Marshall Consulting, LLC
900 Garth Brooks Blvd. #851311
~~Yukon~~, OK 73085
Phone: 405.808.7827
Email: laureebeth@lemcllc.com
Website: www.lemcllc.com