

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

PROJECT: American with Disabilities
Transition Plan and Self-Assessment

This is an agreement by and between the City of Killeen, Texas, a Texas home rule City (hereinafter called **CITY**), acting through its duly authorized agent, Kent Cagle, City Manager, and **CP&Y/Meeting the Challenge**, (hereinafter called **CONSULTANT**).

WHEREAS the **CITY** desires to obtain professional consulting services for the ADA Transition Plan and Self-Assessment related to the Americans with Disabilities Act, hereinafter called the **PROJECT**; and

WHEREAS, the **CONSULTANT** is qualified and capable of performing the professional consulting services proposed herein, is acceptable to the **CITY**, and is willing to enter into an Agreement with the **CITY** to perform such services.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the mutual agreements contained this Agreement, the parties do mutually agree as follows:

ARTICLE 1 PROJECT

1.1 The **CITY** agrees to retain the **CONSULTANT**, and the **CONSULTANT** agrees to perform professional consulting services for the **PROJECT** as an independent contractor and professional consultant as set forth in the sections following; and the **CITY** agrees to pay, and the **CONSULTANT** agrees to accept payments as specified in the sections following as full and final compensation for the work accomplished.

ARTICLE 2 BASIC SERVICES TO BE PROVIDED BY CONSULTANT

2.1 The **CONSULTANT** will render professional services necessary for the **PROJECT**. Upon receipt of the **CITY's** written authorization, the **CONSULTANT** will perform basic services as outlined in the **Proposal dated March 9, 2022**, attached hereto and incorporated herein for all purposes as Exhibit A. In the event of a conflict between the terms and conditions of this Agreement and the Proposal, the term or condition most favorable to the City, in the City's sole discretion, shall control.

ARTICLE 3 ADDITIONAL SERVICES TO BE PROVIDED BY CONSULTANT

3.1 The services set forth in Article 2 will be considered sufficient to perform the work. The consulting services set forth hereinafter as Additional Services are not included as part of the basic services to be provided by the **CONSULTANT** under Article 2. It is recognized that

the elements of such consulting work cannot be accurately predetermined or controlled entirely by the **CONSULTANT**. Therefore, such consulting work will be performed as Additional Services.

3.2 The **CONSULTANT** will furnish Additional Services only when agreed between **CITY** and **CONSULTANT** in writing in an amendment to this Agreement.

3.3 Such services may include: Public Right-of Way Public Outreach and finalization of the complete Transition Plan

3.3.1 Appearing before State and other regulatory agencies.

3.3.2 Preparing to serve or serving as an expert witness on behalf of the **CITY** in connection with any public hearing, arbitration or legal proceeding.

3.3.3 Revising drawings, specifications, or other documents which have been previously approved by **CITY** to accomplish changes not initiated by the **CONSULTANT** which would require substantial change.

ARTICLE 4 COMPENSATION

4.1 PAYMENT FOR BASIC SERVICES

4.1.1 For basic services, **CONSULTANT** will be paid an amount not to exceed **\$_197,710.00**.

4.1.2 Based on the application for payment submitted by the **CONSULTANT** and approved by the **CITY**, the **CITY** will make partial monthly progress payments for basic services. The application for payment shall be computed on the amount of time and progress of the services shown in Exhibit A.

4.1.3 In no event will the **CONSULTANT** ever be paid more than the total amount of services performed on the date that the **CONSULTANT** is notified that the **CITY** does not wish to proceed with the **PROJECT**, or otherwise terminates this agreement in accordance with the termination clause contained in Article 9.

4.1.4. **CONSULTANT** agrees and certifies in accordance with the Texas Professional Services Procurement Act that the professional fees charged under this Agreement may not exceed any maximum provided by law.

4.1.5 **CONSULTANT** will allow **CITY** or its representative to perform audits, if necessary, to verify the hours worked and the expenses incurred contained in applications for payment.

4.2 PAYMENT FOR ADDITIONAL SERVICES

4.2.1 Payment for additional services will be determined by needs requested and defined by the CITY and additional scope of services to be performed. For any additional services provided, the **CONSULTANT** will be compensated in accordance with fees established and agreed upon between CITY and **CONSULTANT** in writing as an amendment to this agreement pursuant to Article 3.

4.2.2 Payment for Additional Services authorized by amendment to this agreement will be made monthly, based upon presentation of an application for payment to the CITY sufficient to show the work accomplished.

ARTICLE 5 CITY OBLIGATIONS

5.1 In general, the CITY agrees to:

5.1.1 Provide available criteria and full information as to the CITY'S requirements for the **PROJECT**.

5.1.2 Assist the **CONSULTANT** by placing at his/her disposal all available written data pertinent to previous operations, reports, and any other data affecting the consulting services for the **PROJECT**.

5.1.3 Respond promptly in writing to requests by the **CONSULTANT** for authorization to proceed with specific activities deemed desirable.

5.1.4 Examine documents submitted by the **CONSULTANT** and render decisions pertaining thereto, promptly, to avoid unreasonable delay in the progress of the **CONSULTANT'S** services.

5.1.5 Furnish required information as expeditiously as necessary for the orderly progress of the work.

5.2 The **CONSULTANT** will be entitled to rely upon the information provided by the CITY regarding decisions made by CITY; further, all notices or information will be deemed made when conveyed in writing to Leslie Hinkle Executive Director of Community Development.

ARTICLE 6 PROJECT DOCUMENTS

6.1 All documents, including but not limited to, tracings, drawings, estimates, specifications, investigations, and studies completed or partially completed, will be the property of the CITY.

6.2 **CONSULTANT**, its subcontractors, agents and employees will be liable to **CITY** for any loss or damage to any such documents while they are in the possession of or while being worked upon by the **CONSULTANT** or **CONSULTANT'S** agents, employees, or officers. All documents so lost or damaged will be replaced or restored by **CONSULTANT** without cost to the **CITY**.

ARTICLE 7 NOTICE TO PROCEED; SCHEDULING OF WORK

7.1 It is understood and agreed that the **CONSULTANT** will work as an Independent Contractor but the **CITY** will have ultimate control of the services to be rendered, and that no work will be done under this Agreement until the **CONSULTANT** is instructed in writing to proceed with the work, and he shall complete his work within 120 days from notice from City to proceed. _ _____

ARTICLE 8 ASSIGNMENT

8.1 The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party will assign, sublet nor transfer any interest in this Agreement without the written authorization of the other.

ARTICLE 9 TERMINATION

9.1 In connection with the work outlined in this Agreement, it is agreed and fully understood by the **CONSULTANT** that the **CITY** may cancel or indefinitely suspend further work hereunder or terminate this Agreement for convenience or cause upon thirty (30) days written notice to the **CONSULTANT** with the understanding that immediately upon receipt of said notice all work and labor being performed under this Agreement will cease. Before the end of such thirty (30) day period **CONSULTANT** will invoice **CITY** for all work satisfactorily completed and will be compensated in accordance with the terms of this Agreement. All drawings, field surveys, maps, estimates, investigation, studies, and other data work related to the **PROJECT** will become the property of the **CITY** upon termination of this Agreement.

9.2 Nothing contained in paragraph 9.1 above will require the **CITY** to pay for any work which is unsatisfactory as determined by the **CITY** or which is not submitted in compliance with the terms of the Agreement. The **CITY** will not be required to make any payments to the **CONSULTANT** when the **CONSULTANT** is in default under this Agreement, nor will this article constitute a waiver of any rights, at law or at equity, which the **CITY** may have if the **CONSULTANT** is in default, including the right to bring legal action for damages or to force specific performance of this Agreement.

9.3 **CONSULTANT** understands and agrees that time is of the essence and that any failure of the **CONSULTANT** to complete his services within the time limit established herein will constitute a material breach of this Agreement; provided however **CONSULTANT** will not be in breach if the delay is due to causes not within **CONSULTANT'S** control. The **CONSULTANT** will be fully responsible for any delays or for failures in developing contractual documents in accordance with the terms of this Agreement. Where damage is caused to the **CITY** due to the **CONSULTANT'S** failure to perform in this manner, the **CITY** may withhold all or any portion of the **CONSULTANT'S** payments hereunder without waiver of any of the **CITY'S** additional legal rights or remedies.

9.4 The **CONSULTANT** will have the right to terminate this Agreement for cause, on thirty (30) days written notice to the **CITY** should the **CITY** fail to satisfactorily perform its obligations herein. In the event of termination, the **CONSULTANT** will be paid for all services rendered to date of termination. In the event of termination hereunder, **CONSULTANT** will invoice **CITY** for all work satisfactorily completed up to the date of this notice of termination and will be compensated in accordance with the terms of Agreement.

9.5 Notwithstanding anything contained herein to the contrary, the **CITY** will have the right to withdraw from this Agreement on the last day of **CITY'S** current fiscal year in the event of non-appropriation of funds by its governing body.

ARTICLE 10

VENUE

10.1 Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Agreement will be exclusively in Bell County, Texas, and any court of competent jurisdiction will interpret this Agreement in accordance with the laws of the State of Texas. The prevailing party in an action brought under or concerning this Agreement may recover costs of court, reasonable attorney's fees, and reasonable expert witnesses' and consultants' fees.

ARTICLE 11

ENTIRE AGREEMENT

11.1 This instrument represents the entire understanding between the **CITY** and the **CONSULTANT** in respect to the **PROJECT** and may only be modified in writing signed by both parties.

ARTICLE 12

UNLAWFUL PROVISIONS DEEMED STRICKEN

12.1 If this Agreement contains any unlawful provisions not an essential part of the Agreement, and which shall do not appear to have been a controlling or material inducement to the making thereof, such unlawful provisions shall be of no effect. Upon the ruling of a

court of competent jurisdiction, the unlawful provision shall be considered stricken from the Agreement without affecting the remainder of the Agreement.

ARTICLE 13 RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

13.1 Approval by the **CITY** will not constitute nor be deemed a release of the responsibility and liability of the **CONSULTANT**, his employees, subcontractors, agents and consultants for the accuracy and competency of their designs, drawings, or other documents and work, nor will such approval be deemed to be an assumption of such responsibility by the **CITY** for any defect in the designs, drawings, or other documents prepared by the **CONSULTANT**, his employees, subcontractors, agents and consultants.

ARTICLE 14 STANDARD OF CARE

14.1 Services performed under this agreement shall be by a licensed **CONSULTANT**, if a license is required by the **CONSULTANT'S** profession, and shall be executed with the professional skill and care ordinarily provided by competent **CONSULTANTS** in the same or similar locality under the same or similar circumstances and professional license, and shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent **CONSULTANT**.

ARTICLE 15 INDEMNIFICATION

15.1 THE CONSULTANT WILL INDEMNIFY, DEFEND, AND HOLD THE CITY AND ALL OF ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE, INCLUDING COSTS OF COURT, REASONABLE ATTORNEYS' FEES, EXPERT WITNESSES' AND CONSULTANTS' FEES, ON ACCOUNT OF DAMAGE TO PROPERTY AND/OR INJURIES, INCLUDING DEATH, TO ALL PERSONS, DUE TO ANY ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER UNDER THIS AGREEMENT, CAUSED BY CONSULTANT OR ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ACTIONS FOR WHOM CONSULTANT IS LIABLE, AND SHALL PAY ALL EXPENSES AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM, OR ANY OF THEM IN CONNECTION WITH THIS AGREEMENT.

15.2 THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

ARTICLE 16 CONFIDENTIALITY

16.1 All information obtained during the execution of this Agreement by **CONSULTANT** is deemed confidential. Disclosure of information by **CONSULTANT** not authorized by **CITY** in writing will constitute a material breach of this Agreement.

ARTICLE 17 INSURANCE

17.1 The **CONSULTANT** will maintain at all times professional liability or errors and omissions insurance covering any claim hereunder occasioned by **CONSULTANT's** negligent act, or error or omission in an amount of not less than \$1,000,000 general aggregate. **CONSULTANT** agrees to maintain professional liability insurance during the term of this agreement and, if the policy is on a claims made basis, for a period of not less than five (5) years after the Project is complete and provide proof of such continuing coverage. **CONSULTANT** further agrees to provide proof of coverage as needed for prior acts back to the date of execution of this agreement if **CONSULTANT** changes insurance carriers during this extended indemnity period.

17.2 **CONSULTANT** will further maintain general commercial liability coverage \$1,000,000 per occurrence (Bodily injury and property damage). **CONSULTANT** will maintain Automobile Liability coverage in an amount of \$500,000 Combined single limit for each accident (Bodily injury and property damage). **CONSULTANT** will maintain Professional Liability Insurance \$1,000,000 general aggregate.

17.3 **CONSULTANT** further agrees that with respect to the above required liability insurances, the **CITY** will:

- 1. *Be named as additional insured for general liability insurance.***
- 2. *Be provided with a waiver of subrogation, in favor of CITY.***
- 3. *Be provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all 'endeavor to' and similar language of reservation stricken from cancellation section of certificate).***
- 4. Prior to execution of this Agreement, be provided with either their original Certificate of Insurance or insurance policy evidencing the above limits and requirements, subject to approval by the CITY.**

17.4 The insurance requirements set out in this section are independent from all other obligations of **CONSULTANT** under this Agreement and apply whether or not required by any other provision of this Agreement.

ARTICLE 18 COMPLIANCE WITH LAWS

18.1 The **CONSULTANT**, his consultants, agents and employees and subcontractors, will comply with all applicable Federal and State laws, the Charter and Code or Ordinances of the City of Killeen, and all other applicable rules and regulations promoted by all local, State and National boards, bureaus and agencies.

ARTICLE 19 CONSULTANT'S CERTIFICATION

19.1 **CONSULTANT** certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

19.2 **CONSULTANT** certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. **CONSULTANT** further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189. Texas Government Code, Chapter 2274 – the **CONSULTANT** verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.* Texas Government Code, Chapter 2274 – the **CONSULTANT** verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

ARTICLE 20 NOTICES

20.1 This Agreement will be administered on the **CITY'S** behalf by Leslie Hinkle Executive Director of Community Development. All notices, documentation, or questions arising under this Agreement should be addressed to:

Leslie Hinkle Executive Director of Community Development
P.O. Box 1329
Killeen, TX 76540

All written notices from **CITY** to **CONSULTANT** will be addressed to the **CONSULTANT** as follows:

Dana Barton, Director

Meeting the Challenge, Inc. A CP&Y Company
3630 Sinton Road, Suite 103
Colorado Springs, CO 80907

**ARTICLE 21
CAPTIONS**

21.1 The captions of this Agreement are for information purposes only and will not in any way affect the substantive terms and conditions of this Agreement.

**ARTICLE 22
NON-WAIVER**

22.1 Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

**ARTICLE 23
EXECUTION OF AGREEMENT**

23.1 SIGNED, ACCEPTED AND AGREED TO this ____ day of _____, 2022, by the undersigned Parties who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

THE CITY OF KILLEEN, TEXAS

CONSULTANT

Kent Cagle, City Manager

Marisa Trevino Vegara, P.E., CP&Y
Company/Meeting the Challenge

Exhibit A



March 9, 2022 (Updated 3/23/22)

Leslie Hinkle
Director of Community Services
City of Killeen, Texas

Re: MTC Services to City of Killeen

Dear Leslie,

I would like to thank Danielle Singh, Pat Martin, and you for taking the time to meet with Jennifer Boen and me to further discuss ways that Meeting the Challenge and CP&Y could provide value to City of Killeen and help you achieve your goals. Per our conversation, I am including a scope, fee, and schedule for MTC/CP&Y to work with the City of Killeen to complete a Self-evaluation and Transition Plan.

From our conversation, I understand that the City would like to move forward with this project in phases, beginning with a review of policy and procedure, an audit and analysis of City facilities and Parks, and a website review. The City will consider an assessment of the public right-of-way in a future contract, as well as the public outreach activities required to be completed. This proposal details an overview of MTC, the scope of services we will provide to you, associated fees, and a schedule for MTC to complete these services.

We thank you again for taking the time to meet with us and re excited about the prospect of working with you on this important project.

Sincerely,

A handwritten signature in blue ink that reads 'Dana Barton'.

Dana Barton
Director
Meeting the Challenge, Inc., A CP&Y Company

Firm History

Meeting the Challenge, Inc. (MTC), a CP&Y Company, is an ADA accessibility consulting firm that serves state and local governments, and private entities. Our earliest projects were developed to improve quality of life for individuals with disabilities through innovative technology. Just over a year after the Americans with Disabilities Act (ADA) was signed into law by President George H.W. Bush, we began operating the Region 8, Rocky Mountain ADA Center (RMADAC).

The Rocky Mountain ADA Center is one of ten ADA centers across the country, which provides technical assistance and training across six states. Over the years, our expertise has been developed through providing thousands of ADA trainings and responding to thousands of requests for technical assistance. By leveraging this expertise, MTC can serve the needs of our clients far beyond the scope of the regional ADA center.



MTC is a wholly owned subsidiary of CP&Y, Inc., a full-service engineering, architectural, and construction consulting firm. The unique combination of MTC's ADA experts and CP&Y's multi-disciplined engineering professionals allows us to provide a broader suite of turnkey services for our clients.

Our Services

- > ADA Accessibility
 - ADA Self-Evaluation and Transition Plan Databases
 - Facility Audits
 - Public Right-of-Way Audits
 - Parks and Recreation Audits
 - ADA Inspections for Property Acquisitions
 - Fair Housing Authority Facility Audits
 - Architectural Plan Reviews
 - Website Accessibility Audits
 - ADA Lawsuit Audits
 - ADA Training and Consulting
- > Architecture
- > Aviation
- > Construction Services
- > Electrical/SCADA
- > Environmental
- > Land Development
- > Solid Waste
- > Structural
- > Survey/SUE
- > Transit
- > Transportation
- > Water Resources
- > Water/Wastewater

Meeting City of Killeen's Needs

We understand that City of Killeen needs a Self-Evaluation and Transition Plan. Based on our cursory conversation, MTC recommends the following:

- Complete a Self-evaluation of City of Killeen's programs, activities, and services
- Complete an evaluation of services, programs, and activities provided via the website
- Complete data collection for facilities and parks
- Develop a draft Transition Plan for the City for facilities and parks

These services and MTC's approach to providing them are included in the following pages, along with examples of where we have performed these services for other clients, the team that will guide you through this process, and examples of our deliverables to you.

Our Services for City of Killeen

MTC has a culture of understanding that the ADA is not merely a building code regulating physical access issues, but rather a comprehensive civil rights law meant to ensure equal opportunities and inclusion for qualified people with disabilities. MTC staff is extremely knowledgeable regarding the scoping and technical provisions of the 2010 ADA Standards and other accessibility guidelines, such as the Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG), federal standards for Outdoor Developed Areas and the Web Content Accessibility Guidelines (WCAG). We also fully understand title II program access requirements, which do not necessarily require state and local governments to make each of their existing facilities accessible to and usable by individuals with disabilities.

MTC has conducted Self-evaluations for over 25 title II entities across the United States. As such, we have developed internal procedures for the completion a Self-evaluation. These procedures are evaluated on an on-going basis for continuous improvement, focusing on regular feedback and measuring our outcomes to make necessary changes to our process.

Without this understanding of the focus of title II, communities may squander their resources on the completion of architectural remediation of facilities that need not be altered to provide access to a public entity's services, programs, and activities. With MTC's comprehensive, in-depth understanding of the ADA, we help our clients to understand the actions that must be taken to ensure program access, whether those actions are revisions to policies and procedures or removing architectural barriers. When evaluating facility access, it is critical to understand how the public uses facilities and spaces within those facilities. State and local governments are not required to make structural changes, in existing facilities, where other methods are effective in achieving compliance with title II of the ADA.

Project Scope

We know that each client with whom we work is unique, and our procedures allow us to tailor development of a Self-evaluation to the specific needs of the client. For the City of Killeen, MTC recommends a phased approach to the Self-evaluation and Transition Plan process. First, we will engage in Self-evaluation tasks including but not limited to review of existing policies, recommendation of revised/supplemental policies, interviews regarding programs and services with department heads, an ADA-knowledge survey of (public-facing) City staff, and an ADA compliance assessment of the City's website and other means of electronic communications, are completed through in-person or virtual meetings. We will use forms and surveys to collect and analyze information from the City of Killeen staff and leadership. MTC has draft forms and will engage with the City to ensure the desired information is collected.

MTC/CP&Y uses proprietary, electronic, tablet-based data collection technology to gather as-is conditions of facilities, including

The Self-evaluation and Transition Plan processes are not mutually exclusive. Knowledge of where the public may access the City's programs, activities, and services, you must first complete the Self-evaluation and program inventory. Developing a Transition Plan with program access at the forefront allows the City to judiciously allocate time and resources to barrier removal that will impact the greatest number of people.

buildings, parks, and pedestrian facilities in public rights-of-way. MTC/CP&Y also uses proprietary software to analyze collected data for consistency with applicable accessibility standards and guidelines. Data collected in outdoor locations, such as parks and public rights-of-way, include GPS coordinates, to provide an interface with the City's GIS.

As contemporary delivery of many public services, programs, and activities is accomplished through online public applications and websites, the assessment of digital accessibility is a critical component of the Self-evaluation process. As prescribed by the U.S. Department of Justice, MTC/CP&Y assigns webpages and interactive processes on the website to a group of testers (including one who is blind, one who has low-vision, one who has limited manual mobility, and one who is deaf) to test the functional accessibility and usability of the City's website. The results of the users' reports will assist to identify conditions which cause both technical and usability failures and conditions that present accessibility and usability barriers for testers.

MTC/CP&Y apply the above processes to differentiate those barriers to program access (viewed in its entirety) which can be resolved through policy, procedure, or practice from those which will entail structural/architectural actions to achieve programmatic access. The latter are barriers to be listed in the transition plan.

MTC/CP&Y begins our evaluation of transition plan priorities in advance of on-the-ground data collection. Interaction with City staff, to evaluate the programmatic demand/public traffic at each City building, park, or other facility, is key to understanding the primary requirement of title II of the ADA: to ensure that all public services, programs, and activities, when viewed in their entirety, are accessible to qualified individuals of all abilities.

Title II requires this comprehensive program access. Title II does not necessarily require public entities to make each of their facilities accessible. That said, MTC/CP&Y are fully cognizant of the specific degrees of accessibility required by different accessibility guidance and standards. Local building codes and TAS will sometimes require higher levels of accessibility than the ADA Standards. For example, DOJ believes that crew quarters at fire stations "used exclusively as a residence by emergency response personnel and the kitchens and bathrooms exclusively serving those quarters are more like residential dwelling units and are therefore covered by the residential dwelling standards in the 2010 Standards, not the transient lodging standards." Conversely, the IBC A117.1 standards (i.e., building code) make no such exception and require the higher standard of accessibility.

In assessing compliance, MTC /CP&Y will apply the criteria of the most appropriate guidelines and standards among Texas/local building code, Texas Accessibility Standards (TAS), the U.S. Department of Justice 2010 ADA Standards for Accessible Design (ADA Standards), and the U.S. Access Board's Public Rights-of-Way Guidelines (PROWAG). The Texas Elimination of Architectural Barriers Act (16 Texas Administrative Code, Chapter 68, 68.102(a)) specifically recognizes, "compliance with the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way [PROWAG], published by the Architectural and Transportation Compliance Board (Access Board) on July 26, 2011, 36 CFR Part 1190 or its final adopted guidelines" for public-right-of-way projects in addition to TAS.

MTC/CP&Y has reviewed hundreds of public ADA policy documents for consistency with Part 35, title II regulations. As a result of the need identified in those reviews, MTC/CP&Y have developed templates for more than a dozen policies and documents to inform and ensure compliance with the many requirements and prohibitions of those regulations. Where available, we have patterned those templates on DOJ recommendations and guidance language to afford the greatest possible consistency with federal enforcement of the ADA. These templates cover a range of guidance needs from a compliant complaint procedure to a policy to ensure accessible information and communication technology (i.e., websites and other forms of digital communication). MTC/CP&Y has conducted ADA compliance reviews for the Federal Transit Administration covering programs ranging from accessible stop announcements in fixed-route transit to comprehensive review of paratransit service policies and practices. Through MTC/CP&Y's Rocky Mountain ADA Center, we have delivered thousands of trainings and presentations on all aspects of ADA compliance.

Self-Evaluation

With extensive experience in assisting hundreds of state, county, and city governments comply with the ADA and managing projects, MTC is skilled in project management. We will begin this project with a kick-off meeting between MTC project staff and key stakeholders from the City. During this meeting, we will gather information and finalize the schedule for data collection, data analysis, as well as deliverables. MTC staff will establish a process for bi-weekly status update reports/meetings. Consistent project status meetings are critical for keeping projects on-schedule and on-budget, and allow for feedback in real time. The MTC Project Manager and Deputy Project Manager will establish a communications schedule with the City of Killeen.

Policy Inventory and Review

MTC will require access to the City's policy documents. Initially, MTC inventories all policies received to determine whether policies are present to cover each requirement or prohibition found in regulations. MTC will also mine the City's website for policies that may be published, but not provided by the City. MTC then evaluates content of policies for compliance with regulations. Exclusions or criteria in policies that might exclude or limit the opportunity of qualified individuals with disabilities to access a public entity's services, programs, or activities, are identified. Policies without content sufficient to ensure compliance with regulations are also identified.

For example, service animal policies usually include the definition of a service animal and often refer to the two questions that can be asked to determine whether an animal meets the definition. Few policies provide any content regarding the circumstances when a service animal can be excluded. In practice, informing public employees of these service animal exclusions provides far more practical guidance than an ambiguous definition.

Ultimately, many entities will decide to use MTC-provided templates as the basis for robust, new policies.

MTC also assesses the processes to apply or register for public programs. This assessment includes reviewing eligibility criteria to determine whether such criteria discriminate or might discriminate against qualified individuals with disabilities. MTC evaluates whether digital accessibility is compliant when such processes are provided on-line.

Stakeholder Interviews

MTC will conduct interviews with key members of management and other stakeholders to determine their understanding of the ADA and identify potential risk of discrimination. Managers provide MTC with an overview of their department's services and the facilities where those services are provided. Interviews are intended to open dialogue and answer management questions and concerns, as well as providing valuable information to MTC. Understanding the nature of a public entity's programs and how those programs are delivered to the public requires more interaction with a public entity than merely reading a list of programs. Interviews address facility access, program access, and employment topics, such as reasonable accommodation. MTC anticipates conducting approximately 15 Stakeholder Interviews with a city of Killeen's size.

Staff Surveys

MTC will coordinate with the City to conduct an on-line staff survey. Surveys are generally not more than 25 questions and should take less than 10 minutes to complete. The surveys deliver a snapshot of employee knowledge of the ADA and how employees accommodate qualified individuals with disabilities. Gaps in knowledge will be targeted for training. It is desirable to have every employee complete a survey, if a statistically significant number of responses are received, the information is useful. Provided with the Survey Report, MTC will recommend targeted training for City staff.

Website Audit/Accessibility Assessment

Today, more than ever, people rely on local government websites to access information and services of public entities. Whether attending virtual public meetings, paying a parking ticket, or applying for a job, most of us now expect to be able to accomplish interaction with local governments online. In the past two years, while COVID-19 has closed the doors of many public buildings, virtual access has made it possible for local governments to maintain communication and services with their residents. Unfortunately, for some residents, such as those who have vision, hearing, or manual mobility limitations, the content of many public websites is not readily accessible or usable.

MTC will provide user testing services to complete an assessment of services, programs, and activities delivered via the website, as part of the Self-evaluation Process. This task will evaluate real-world accessibility and usability of virtual facilities, environments, and information. Title II of the ADA requires public entities to provide equally accessible communication for people with disabilities. Many technical advances make such communication readily achievable, however, when technological barriers exist access to effective communication with people who have disabilities may not be possible.

MTC will select a random cross-section of webpages/URLs to be assessed by a group of individuals with disabilities, who will be tasked with accessing a specific set of URLs provided by City. The testers are not seeking specific technical issues, though they do discover some, but rather, they are tasked with evaluating the navigability, accessibility, and ease of use of the content on the City's websites. MTC will deliver a user report.

In many instances, where online services are fully accessible, it may be possible to achieve programmatic accessibility without removing structural barriers. In addition to facilitating access to public programs and meetings for people of all abilities, virtually accessible programs may eliminate the need to accomplish otherwise required costly architectural barrier removal.

Evaluation of Programmatic Priorities Per Facility

As program accessibility is the primary requirement of title II, the evaluation of priorities for structural actions that will be necessary to achieve program accessibility is dependent on understanding the relative amount of public/programmatic access associated with each of the City of Killeen's buildings and facilities. MTC will begin the process of evaluating priorities in a workshop with the City's ADA Team immediately following the project kick-off meeting. Identifying the priority of all facilities (from the most important to the least important) when providing program access is an essential piece of data that must be factored into the Transition Plan schedule. Subsidiary priorities can be applied to spaces and elements within facilities, but the importance of those priorities is secondary. For example, parking accessibility is intrinsically a high priority, however, accessible parking spaces at a public recreation facility have much higher priority than parking spaces at a maintenance facility that is only used by employees.

City Facilities & Parks

Applying the 2010 ADA Standards for Accessible Design (ADA Standards) to public buildings requires knowledge of the current and previous scoping and technical provisions, as well as a specific understanding of the navigation and use of those facilities by people with diverse abilities. While the regulations and ADA Standards provide exceptions, the regulations require all services, programs, and activities, when viewed in their entirety, to be accessible. For example, barrier removal in historic buildings, where alterations might threaten or destroy the historic significance of the property, it is not required. However, when barriers cannot be removed for historic reasons, alternative venues or methods must be provided to ensure an equal opportunity for qualified individuals to access those programs.

Data Collection

To initiate this phase, MTC will conduct a kick-off meeting with the City. MTC will coordinate and meet with designated City staff to discuss project expectations and survey methodology. This meeting may be in-person or virtual depending on staff availability and scheduling needs. MTC will review and evaluate all City facilities listed in ATTACHMENT A to identify barriers which may impede access for people with disabilities.

MTC will use tablet-based Accessibility Compliance Technology (ACT) software for the City's facilities data collection, to organize and analyze data from all identified City's facilities, which will include accessible routes, general site elements, built-in elements, plumbing elements, accessibility elements, and special rooms and spaces.

Opinions of Probable Construction Costs

MTC will supply opinions of probable construction costs for identified deficiencies (cost estimates) leveraging industry experience, current construction estimating technologies and databases, and internal subject matter experts. Due to the nature of and scope of this project, there are limitations to the accuracy of the cost estimates. The cost estimates will be budgetary and act as a to guide the City and MTC while developing a schedule for the final Transition Plan.

Reports

MTC will produce an Executive Summary Report for the City, describing an overview of the process used for data collection, analysis, and the procedure for assigning priorities and milestones. The Summary Report will summarize the findings and the recommendations in a manner which allows the City's personnel to understand the scope and extent of the accessibility issues.

Transition Plan Development

Our technical teams will collect and analyze comprehensive, accurate data to identify a prioritized list of physical barriers that might limit or prevent access to public programs, services, and activities, when viewed in their entirety. Our team is continuously improving the technology that we use to collect and analyze parks and facility. We also work to improve our approach to assessing program access issues and evaluating priorities.

MTC will consolidate accessibility compliance findings, within the first draft of the facilities Transition Plan Database (TPD), in a format that is easy to use for continued compliance efforts. The TPD will include: general recommendations, priorities (considering program access), suggested milestones for barrier mitigation (a schedule), and a tracking method for the resolution status of barrier mitigation.

Fees

The table below outlines the fees associated with the Scope of Services provided above. These fees are based on our review of available information, to include the inventory of facilities and parks within the City of Killeen, as well as experience on past similar projects for similarly sized entities. Pricing includes associated travel fees.

Self-Evaluation Assessment	
Policies and Practices	\$16,175.00
Interviews and Surveys	\$20,400.00
Digital Assessment (Website)	\$5,00.00
Facilities	\$78,785.00
Prioritize Barriers for Removal	\$5,100.00
Self-Evaluation Assessment Report	\$8,750.00
Facility and Parks DRAFT Transition Plan	
Draft Transition Plan**	\$29,450.00
Management/Administration	
Project Management/Quality/Admin	\$23,300.00
TOTAL	\$197,710.00

** This phase of the ADA Self-evaluation and Transition Plan project includes a draft Transition Plan only. A finalized Transition Plan includes a public outreach period and the opportunity for interested person, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the development of the Transition Plan by submitting comments. MTC's recommendation is to share the DRAFT Transition Plan to include Facilities and Parks AND the Public-Right-of-Way (PROW). PROW is not included in this phase of the project. We recommend adding Public Outreach and the finalization of a complete Transition Plan into the second phase of this project.

Schedule

Task	Month 1				Month 2				Month 3			
Kick Off Meeting												
Bi-weekly Update Meetings												
Review policies, procedures, and practices												
Recommend revisions and recommendations for policy adoption												
Management Interviews												
Staff Survey												
Website Audit												
Self-evaluation Draft												
Opinions of Probable Construction Costs												
Meet with Public Outreach Team												
Finalize Public Outreach Plan												
Public Comment Period												
Facilitate Public Meetings												
Deliver Final Self-evaluation and Transition Plan												
Quality Control												
Project Close Meeting												

Meeting the Challenge proposes a schedule of three months to complete the scope of this project, as outlined in this document. Actual project start and end dates are contingent on an executed contract.

Proven Experience

City of Arvada, Colorado

Our team partnered with the City to complete a comprehensive Self-evaluation and Transition Plan of 25 facilities, 113 outdoor recreation facilities and 796 miles of public sidewalk (including 10,847 curb ramps). Our team's duties included the administration of an ArcGIS Online environment including the configuration and performance monitoring of ArcGIS Collector and Survey123 mobile data collection and ADA inspection applications. We provided the client with bi-weekly progress maps that communicated the number of total inspections, miles of sidewalk inspected and overall project status.

Kim Vagher, the City's Facilities Manager said the following of our services: ***"With exceptional ADA knowledge and expertise, MTC conducted a full audit of our parks, golf, website, city facilities, public ROW and ADA policies."***

City of Littleton, Colorado

We partnered with the City of Littleton to complete three phases for their ADA Self-Evaluation and Transition Plan. Phase one was a comprehensive inventory and review of all policies and facilities. For phase two, we conducted a survey and analysis of pedestrian facilities in the public right-of-way. The final phase included a website accessibility assessment, trainings, and a final report including planning-level construction costs for our findings in the public ROW.

Keith Reester, the City's Public Works Director, said the following of our services: ***"MTC and their engineering staff "were outstanding partners to the City of Littleton as we created our first-ever ADA Transition Plan. Their knowledge and experience paired with a collaborative problem-solving approach were essential in us developing a plan that outlines our community needs and a strategy to back that up."***

Larimer County, Colorado

MTC and Larimer County completed a comprehensive ADA Self-Evaluation and Transition Plan Database in early 2018. To determine if program accessibility barriers exist, we analyzed existing ADA policies to determine if policies were complete and ADA compliant. We conducted management interviews and staff surveys to determine County staff knowledge of the ADA and to facilitate the development of ADA training sessions for County management and employees. The project included an ADA audit of 16 facilities, 14 parks, 207 intersections, and 150 miles of sidewalk. The audit resulted in a Transition Plan Database that guides the County in its ADA implementation efforts and tracks the progress of the removal of barriers to accessibility.

Meet Your Project Team

Our team of ADA experts will work efficiently and produce cost-effective solutions for City of Killeen. Our project team is supported by our administrative and support staff and can be supplemented by a pool of over 400 in-house talented professionals in other disciplines, as needed. MTC will performs nearly 100% of this work for projects in-house, with the exception of the technical website audit, providing simplified project management and communication.

Dana Barton | Project Director



Dana is the Director of Meeting the Challenge. She brings 16 years of experience, specializing in planning, directing, and leading activities around the implementation of the ADA. Dana excels in program development, improving complex work processes, and effectively prioritizing tasks. Dana will advise the project team and allocate the staff and resources necessary for successful delivery of the project. Dana will also assist in facilitating the development of the Transition Plan. She is able to assist in grant writing, if needed.

Geoff Ames, RAS | Senior Project Manager



Geoff is our accessibility implementation specialist and brings 29 years of experience. He is responsible for managing consulting projects for physical accessibility surveys under the ADA, PROWAG, and other disability laws. He specializes in helping state and local governments with implementing the regulatory requirements of Self-evaluation and Transition Plans. He is a Registered Accessibility Specialist in Texas.

Matt Lucier | Project Manager



Matt is a certified project management professional with 20 years of experience leading Information Technology and Facilities Engineering projects utilizing CMMI, ITIL and PMP methodologies. He has extensive management experience in analysis, requirements, design, development, integration, testing, training, fielding, quality, risk management, and change management for small and large-scale projects. Matt will serve as the quality assurance lead on this project.

Nick Kelley | Support Services



Nick brings six years of experience in developing ADA Transition Plans for facilities and public right-of-way. He specializes in the 2010 ADA Standards for Accessible Design and PROWAG. Nick is skilled in providing guidance and interpreting rights and responsibilities related to all disability rights laws for government agencies, architects, engineer, attorneys, and business owners. He leverages his technical background to produce projects that are accurate and compliant.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Meeting the Challenge, Inc., a CP&Y Company

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☒

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☒

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

3/23/2022

Date



Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Signature

R. Shane Wade, PE, ASQ CMQ/OE

Printed Name

March 23, 2022

Date

Meeting the Challenge, Inc., a CP&Y company

Company Name

Director of Operations/Senior Vice President

Title