

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF BURLESON** (the “City”), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and Accessology Too, LLC. (“Consultant”).

1. SCOPE OF SERVICES.

Consultant hereby agrees to provide the City with professional services for the purpose of **the services outlined in Exhibit A**, Attached hereto and incorporated for all purposes incident to this Agreement. More specifically describing the services to be provided hereunder.

2. TERM.

This Agreement shall commence upon execution by the parties, (“Effective Date”) and terminate upon completion of the work specified or one year from date of execution whichever is earlier, and unless terminated earlier in accordance with the provisions of this Agreement. Articles 6 and 8 herein shall survive the term of this agreement.

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount \$59,400 and 00/100 dollars in accordance with the fee schedule incorporated herein, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Scope of Services. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager’s designee.

The Contractor shall submit monthly invoices to the City. Invoices shall contain a detailed breakdown to include: task or deliverables to the City and date provided for the billing period, the amount billed for each task or deliverable, and the total amount due.

Payment for services rendered shall be due within thirty (30) days of the uncontested performance of the particular services so ordered and receipt by City of Contractor’s invoice for payment of same. In the event of a disputed or contested billing, only that portion so contested maybe withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. City will exercise reasonableness in contesting any billing or portion thereof.

4. TERMINATION.

4.1. Written Notice.

The City or Consultant may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

4.2. Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

4.3. Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the Expiration Date, the City shall pay Consultant for services actually rendered or consultant shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

Consultant hereby warrants to the City that Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to Consultant's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Consultant hereby agrees immediately to make full disclosure to the City in writing. Consultant, for itself and its officers, agents and employees, further agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City. Consultant shall store and maintain City information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Consultant shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised.

6. RIGHT TO AUDIT.

Consultant agrees that the City shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the consultant involving transactions relating to this Contract at no additional cost to the City. Consultant agrees that the City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Consultant reasonable advance notice of intended audits.

Consultant further agrees to include in all its subcontractor agreements hereunder a

provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

7. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Consultant shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Consultant shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. Consultant acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Consultant, its officers, agents, employees, servants, contractors and subcontractors. Consultant further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Consultant.

8. LIABILITY AND INDEMNIFICATION.

CONSULTANT SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

CONSULTANT COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONSULTANT'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The

Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. INSURANCE.

Consultant shall provide the City with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

10.1. Coverage and Limits

- a. Commercial General Liability
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

- b. Automobile Liability
\$1,000,000 Each accident on a combined single limit basis or
\$250,000 Bodily injury per person
\$500,000 Bodily injury per person per occurrence
\$100,000 Property damage

Coverage shall be on any vehicle used by the Consultant, its employees, agents, representatives in the course of the providing services under this Agreement. "Any vehicle" shall be any vehicle owned, hired and non-owned.

- c. Worker's Compensation
Statutory limits
Employer's liability
\$100,000 Each accident/occurrence
\$100,000 Disease - per each employee
\$500,000 Disease - policy limit

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee

- d. Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

If coverage is written on a claims-made basis, the retroactive date shall be coincident with or prior to the date to the contractual agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the services provides under the contractual agreement or for the warranty period, which ever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.

10.2. Certificates.

Certificates of Insurance evidencing that the Consultant has obtained all required insurance shall be delivered to the City prior to Consultant proceeding with any work pursuant to this Agreement. All applicable policies shall be endorsed to name the City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage. A minimum of thirty (30) days notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Consultant's insurance policies. Notice shall be sent to the Purchasing Manager, City of Burleson, 141 W. Renfro, Burleson, Texas 76028, with copies to the City Attorney at the same address.

10.3. Additional Insurance Requirements.

The insurance required herein must be provided by an insurer licensed to do business in the State of Texas. The insurance required herein must be provided by an insurer rated by the A.M. Best as "A-" or better or are rated "A" by Standard and Poor's. The insurance required herein shall be in full force and effect at all times during this Agreement.

11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

Consultant agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

11.1. Records Retention

To the extent Section 552.371 of the Texas Government Code applies to Consultant and the Agreement, in accordance with Section 552.372 of the Texas Government Code, Consultant must (a) preserve all contracting information related to the Agreement in accordance with the records

retention requirements applicable to the City for the duration of the Agreement, (b) no later than the tenth business day after the date of the City's request, provide to the City any contracting information related to the Agreement that is in Consultant's custody or possession, and (c) on termination or expiration of the Agreement, either (i) provide to the City at no cost all contracting information related to the Agreement that is in Consultant's custody or possession or (ii) preserve the contracting information related to the Agreement in accordance with the records retention requirements applicable to the Consultant. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Agreement and Consultant agrees that the Agreement may be terminated if Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

12. NON-DISCRIMINATION COVENANT.

Consultant, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Consultant's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Consultant, its personal representatives, assigns, subcontractors or successors in interest, Consultant agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

13. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:

City of Burleson
City Manager
Attn: Bryan Langley
141 W. Renfro St.
Burleson, TX 76028

Accessology Too, LLC.
1407 W. University Dr.
McKinney Tx 75069

14. GOVERNMENTAL POWERS.

It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

15. NO WAIVER.

The failure of the City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on

any future occasion.

16. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Johnson County, Texas or the United States District Court for the Northern District of Texas.

17. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

18. FORCE MAJEURE.

The City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

19. HEADINGS NOT CONTROLLING.

Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

20. REVIEW OF COUNSEL.

The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.

22. ENTIRETY OF AGREEMENT.

This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Consultant, their assigns and successors in interest, as to the matters contained herein. Any

prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

23. SIGNATURE AUTHORITY.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

24. NO WAIVER OF GOVERNMENTAL IMMUNITY,

Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

Consultant shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

Consultant affirms and verifies by signature it does not boycott Israel and will not boycott Israel in accordance with Chapter 2270 of the Texas Government Code.

27. NON-EXCLUSIVITY.

Agreement is non-exclusive and City may enter into a separate Agreement with any other person or entity for some or all of the work to be performed under Agreement.

28. NO THIRD-PARTY BENEFICIARIES.

Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

The Consultant shall apply basic safeguarding requirements and procedures to protect the Consultant's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a

prudent business person would employ” which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

Consultant shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

30. COUNTERPARTS; PDF SIGNATURES.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

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Exhibit A

SCOPE OF PROFESSIONAL SERVICES**PROJECT NAME: City of Burleson, TX ADA Compliance Plan****PROJECT UNDERSTANDING**

Accessology Too, LLC (“Consultant”) will provide professional services based on our project understanding as follows:

- The City of Burleson, Texas (“Client”) wants to develop their Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan but is not ready to begin. In the meantime, the City would like to develop their ADA Compliance plan, which will identify what will need to be evaluated for their ADA Transition Plan and develop the inventory that will become the scope of services for the Transition Plan RFQ.
- This assignment will constitute developing the ADA Compliance Plan, which will further develop the plan for the City to complete their ADA Self-Evaluation and Transition Plan and will include the development of the Transition Plan framework, documentation of the City’s efforts to-date related to Title II compliance, inventory of City programs, services, activities, and facilities to be evaluated in future phases, and development of a budget and schedule to complete the City’s Self-Evaluation. No evaluations of the City’s programs, services, activities, or facilities will be completed as part of Phase 1, but items needing evaluation will be uncovered. The deliverable for this assignment will outline the remaining tasks to complete the City’s Self-Evaluation and Transition Plan.
- Future phases of this project could include, but are not limited to:
 - Physical evaluations of buildings, parks and green spaces, public rights-of-way curb ramps, sidewalks and pedestrian crossings through cross streets and driveways, pedestrian equipment at signalized intersections, unpaved pedestrian trails, and pedestrian bridges including determination of compliance status, possible solutions, cost estimates to implement possible solutions, and prioritization of evaluated facilities for implementation;
 - Evaluations of programs, services, activities, employment practices, contracts and leases, ordinances, emergency management plan, website, and design standards;
 - Update of Transition Plan to document additional work.

ACCESSOLOGY TOO, LLC

1407 W. University Drive, McKinney, TX 75069

TEL: 972-434-0068

www.accessology.com

FAX: 972-874-9851



Task 1 – Project Management

- 1.1 The Consultant will maintain project records, budgets, and communications for the duration of the project. It is understood the project will have a 9-month duration.
- 1.2 The Consultant will prepare a project schedule and update it monthly.
- 1.3 The Consultant will prepare monthly progress reports for the duration of the project.

Task 1 Deliverables: Monthly invoices with progress reports.

Task 2 – Project Kick-off Meeting

- 2.1 The Consultant will meet with City staff representing major program areas to orient them with the process that will be used to develop the City's ADA Transition Plan and introduce the proposed project tasks and schedule. The Consultant will coordinate with City staff to identify and obtain all necessary documents and materials to support the Self-Evaluation process. The Consultant will produce meeting materials and handouts, conduct staff orientation, and prepare a summary of action items resulting from the meeting (2-hour, in-person meeting).

Task 2 Deliverables: Summary of action items from meeting.

Task 3 – Self-Evaluation

- 3.1 ADA Liaison Committee. The Consultant will assist the City in establishing an ADA Liaison Committee that will meet throughout the process of completing the Self-Evaluation and developing the Transition Plan and will continue to meet and actively participate after the completion of this project. The Consultant will work with the ADA Liaison Committee throughout the duration of the project to receive feedback and incorporate information from the ADA Liaison Committee into the project. Meetings between the Consultant and the ADA Liaison Committee are listed in **Task 5**.
- 3.2 External ADA Advisory Committee. The Consultant will assist the City in establishing an external ADA Advisory Committee comprised of disability advocates, individuals with disabilities, and general members of the public by:
 - Compiling a list of local disability organizations and their contact information; and
 - Writing a template letter for the City to distribute to the local disability contact list requesting their participation on the ADA Advisory Committee.



3.3 Programs, Services, and Activities Inventory

3.3.1 The Consultant will coordinate with the City to gather information related to the City's programs, services, and activities, including information available on the City's website. The Consultant will compile a list of City boards, commissions, councils and departments that need to be evaluated for compliance under the ADA. The Consultant will document City efforts to-date regarding ADA compliance for City programs, services, and activities.

3.3.2 The Consultant will compile a list of each of the following elements that need to be evaluated for compliance under the ADA. The Consultant will document City efforts to-date regarding ADA compliance for these elements.

- Programs, Services and Activities
- Employment Practices
- Ordinances
- Emergency Management Plan
- City Website
- Design Standards
- Lease Agreements and contracts
- Notice of Nondiscrimination

3.4 Facilities Inventory

3.4.1 Facility Identification. The Consultant will coordinate with the City to identify City owned, leased, operated and maintained facilities to be evaluated for compliance under the ADA. The Consultant will document City efforts to-date regarding ADA compliance for City facilities and prioritize facility evaluations needed. Items that will be included in the facility inventory include:

- Buildings and associated parking lots and on-site sidewalk
- Green spaces and associated parking lots and on-site sidewalk
- Paved and unpaved trails
- Park pedestrian bridges
- Signalized intersections
- Sidewalk corridors
- Unsignalized intersections and driveways along sidewalk corridors
- Railroad crossings along sidewalk corridors
- Transit stops



3.4.2 Facility Shapefiles Creation. The Consultant will create Geographic Information System (GIS) shapefiles for the facilities identified in **Task 3.4.1** for the following facility types:

- On-site building sidewalk
- On-site park sidewalk
- Park unpaved trails
- Park pedestrian bridges
- Signalized intersections
- Sidewalk corridors
- Unsignalized intersections and driveways along sidewalk corridors
- Railroad crossings along sidewalk corridors

Task 3 Deliverables:

- Inventory of Programs, Services and Activities that will be required to be evaluated as part of the Transition Plan Development.
- Inventory of facilities that need to be evaluated and their priority.
- Inventory of Parks and their amenities that need to be evaluated and their priority.
- Shapefiles for facility type noted in Section 3.4.2.

Task 4 – Compliance Plan Development

The Consultant will coordinate with City staff in developing the Compliance Plan and ADA Transition Plan framework as follows:

- 4.1 ADA Coordinator. The Consultant will work with the City to define the role and responsibilities of the ADA Coordinator. The Consultant will work with ADA Liaison Committee to establish their roles throughout the project to support the ADA Coordinator for the City.
- 4.2 Grievance Policy and Procedure. The Consultant will assist the City with developing an ADA grievance policy, procedure, and complaint form. The Consultant will review the City's existing ADA grievance policy, procedure, and complaint form.
- 4.3 ADA Notice. The Consultant will assist the City with developing ADA Notice. The Consultant will review the City's existing ADA Notice.
- 4.4 Evaluation and Prioritization Criteria. The Consultant will identify the standards from which facility evaluation criteria should be developed and recommend criteria to prioritize accessibility improvements identified in future phases.



- 4.5 Budget. The Consultant will assist the City with the development of a multi-year budget needed to complete the Self-Evaluation of elements identified in **Task 3.3** and **Task 3.4**. The Consultant will provide possible funding sources to achieve compliance. It will be the City's responsibility to confirm the City's eligibility for each funding source.
- 4.6 Draft Compliance Plan. The Consultant will prepare a draft Compliance Plan for the City. The plan will include:
- Introduction which will describe the project purpose and provide a brief summary of Title II requirements;
 - Documentation of City efforts to-date related to ADA compliance;
 - Summary of City programs, services, activities, and facilities to be evaluated in future phases; and
 - A budget and schedule for future phases.

The Consultant will provide electronic copies of the Draft Compliance Plan in Microsoft Word and Adobe PDF formats to the City.

- 4.7 Final Compliance Plan. The Consultant will address one (1) round of comments from City staff to prepare a Final Compliance plan to help the City develop their ADA Self-Evaluation and Transition Plan and develop the framework for their plan. The Consultant will provide the following deliverables to the City:
- Electronic copies of the Final Compliance Plan in Microsoft Word and Adobe PDF formats;

Task 5 – Meetings

- 5.1 Progress Meetings. The Consultant will prepare for and attend two (2) in-person (2-hr) progress meetings and up to three (3) virtual (1-hour) progress meetings with City staff and the newly created ADA Liaison Committee. We propose meetings to be scheduled throughout the estimated project timeline.
- 5.2 Miscellaneous Meetings. The Consultant will participate in up to five (5) teleconference meetings with various project stakeholders as needed.

Schedule: The Consultant will work with the City to develop a mutually agreeable schedule.

Deliverables: The Consultant will deliver the following materials to the City:

- Electronic copies of the Draft Compliance Plan in Microsoft Word and Adobe PDF formats;
- Electronic copies of the Final Compliance Plan in Microsoft Word and Adobe PDF formats;
- Facility inventory data from **Task 3.4.2** in GIS format, compatible with the City's GIS system.



CITY OF BURLESON, TEXAS – ADA COMPLIANCE PLAN DEVELOPMENT

Fee Schedule

Task 1 Project Management	\$8,400
Task 2 Project Kick-off Meeting	\$5,400
Task 3 Self-Evaluation	\$32,500
Task 4 Compliance Plan Development	\$4,900
Task 5 Meetings (11)	<u>\$8,200</u>
Total	\$59,400

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Physical evaluation of facilities
- Evaluation of Programs, Services, and Activities

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

AGREED TO BY:

Accessology Too, LLC

City of Burleson, Texas

Kristi Avalos, President/CEO

Bryan Langley, City Manager

2/1/2023

Effective Date Signed

Effective Date Signed

ACCESSOLOGY TOO, LLC

1407 W. University Drive, McKinney, TX 75069

TEL: 972-434-0068

www.accessology.com

FAX: 972-874-9851

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF BURLESON:

By: _____

Name: _____

Title: President/CEO

Date: _____

CONSULTANT:

By:  _____

Name: 1407 W. University Dr.

Title: President/CEO

Date: March 13, 2023

APPROVED AS TO FORM AND LEGALITY:

By: _____
City Attorney, Assistant City Attorney,
or Deputy City Attorney