

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 16, 2022 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT - ADA SURVEY – CITY FACILITIES & PARKS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

#### **SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute an agreement with Ramp-Up Disability Consulting, Columbia Missouri, to conduct an ADA Survey of City facilities and parks in an amount not to exceed \$18,200.

#### **FISCAL IMPACT**

The FY21/FY22 Biennial Budget provides funding for the proposed service.

#### **RECOMMENDATION**

Approval.

#### **BACKGROUND**

In 1990, the American with Disabilities Act (ADA) was passed to provide disabled individuals with equal or similar opportunities and access as those offered to other members of society.

Title II required state and local governments develop a transition plan which identifies all physical barriers to program accessibility and outlines the steps for eliminating these barriers to provide equal access to all programs, services and activities which includes altering facilities or making accommodations to make goods and services accessible.

A transition plan for implementing Title II was prepared and adopted by the City of La Vista in 1993. There has been no survey done since 1993 to be sure we are compliant with current ADA regulations. Part of the delay in having a survey done was finding a consultant who is qualified to do the survey.

The physical accessibility survey will be completed over a period of 3-5 days on location in La Vista and a report will be delivered within 30 days of the survey completion identifying:

- Barriers/Areas out of compliance with 2010 ADA Standards for Accessible Design
- Citation of ADA standards and requirements
- Potential options to address barriers
- Prioritization suggestions for order of barrier removal

Once this survey is completed staff will prepare an updated Transition Plan to replace the one created in 1993.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH RAMP-UP DISABILITY CONSULTING, COLUMBIA MISSOURI, TO CONDUCT AN ADA SURVEY OF CITY FACILITIES AND PARKS FOR COMPLIANCE WITH 2010 ADA REGULATIONS IN AN AMOUNT NOT TO EXCEED \$18,200.00

WHEREAS, the Mayor and City Council have determined that a survey of city facilities and parks for ADA compliance is necessary; and

WHEREAS, it is determined that Ramp-Up Disability Consulting is the sole provider of this service in the Midwest; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed service;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that an agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Ramp-Up Disability Consulting, Columbia Missouri, to conduct an ADA survey of city facilities and parks for compliance with 2010 ADA regulations in an amount not to exceed \$18,200.00

PASSED AND APPROVED THIS 16TH DAY OF AUGUST 2022.

CITY OF LA VISTA

ATTEST:

---

Douglas Kindig, Mayor

---

Pamela A. Buethe, MMC  
City Clerk

## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "*Agreement*"), dated as of \_\_\_\_\_, 2022 is between City of La Vista, with an address at 8116 Park View Boulevard, La Vista NE 68128 (the "*City*") and Ramp-up Disability Consulting, with an address at 910 Sondra Ave, Columbia, MO 65202 ("*Consultant*").

The City and Consultant agree as follows:

1. Term. The term of this Agreement shall continue until September 30, 2022, unless terminated earlier (the "*Term*").
2. Services to be Provided. During the Term of this Agreement, Consultant shall make himself available to the City to complete an ADA Survey of the City facilities owned and operated by the City. Consultant shall perform the Services at the City's locations (Exhibit A) or at other places as may be mutually convenient and agreed upon by Consultant and the City. A report detailing areas out of compliance with the 2010 ADA Standards for Accessible Design will be developed to assist the City with prioritization of removal of barriers. The Services under this Agreement shall not prevent Consultant from providing services to other entities.
3. Compensation; No Benefits.
  - (a) Compensation. As compensation for Consultant's performance of the Services under this Agreement, the City shall pay Consultant \$18,200. on or before September 30, 2022. Compensation for services beyond the scope of noted services will be subject of good faith negotiation between the City and Consultant.
  - (b) Expenses. The Consultant will be responsible for all reasonable business and pre-approved traveling expenses incurred by Consultant in connection with the performance of the Services. Expenses associated with services beyond the scope of this agreement will be subject to good faith negotiations between the City and Consultant.
  - (c) No Benefits. Consultant acknowledges that for purposes of this Agreement and any and all Services to be provided hereunder, he shall not be an employee of City and will not be entitled to participate in or receive any benefit or right as a City employee under any City employee benefit or executive compensation plan, including, without limitation, employee insurance, pension, savings, medical, health care, fringe benefit, stock option, equity compensation, deferred compensation or bonus plans.
4. Performance. Consultant shall perform all Services in a professional manner, consistent with industry standards and the City's goals and ethical standards.
5. Tax Obligations. Consultant shall be responsible for all income taxes, employment taxes and workers' compensation insurance associated with the compensation received under this Agreement and agrees that the City will not withhold or pay any of the foregoing in connection

with Consultant's Services to the City. Proof of insurance for the Consultant is required by the City.

6. Termination. City may terminate this Agreement at any time during the Term upon written notice to Consultant, if the Services are not being performed as requested by the City. Consultant may terminate this Agreement at any time by providing 30 days prior written notice to the City. Such termination by the City or Consultant is referred to as an "Early Termination." In the event of an Early Termination, the City shall pay Consultant a pro rata portion of the compensation and any expenses incurred up to the date of Early Termination. Consultant shall deliver to the City all work products resulting from the performance of the Services.

7. No Conflicting Agreements; Non-Exclusive Engagement; Confidentiality; Insider Trading; Disclosure.

(a) No Conflicting Agreements. Consultant represents that Consultant is not a party to any existing agreement that would prevent Consultant from entering into and performing this Agreement. Consultant will not enter into any other agreement that is in conflict with Consultant's obligations under this Agreement. Subject to the foregoing, Consultant may from time-to-time act as a consultant to, perform professional services for, or enter into agreements similar to this Agreement with other persons or entities without the necessity of obtaining approval from the City.

(b) Non-Exclusive Engagement. The City may from time to time (i) engage other persons and entities to act as consultants to the City and perform services for the City, including services that are similar to the Services, and (ii) enter into agreements similar to this Agreement with other persons or entities, in all cases without the necessity of obtaining approval from Consultant.

(c) Insider Trading. Notwithstanding Consultant's status as an independent contractor as of and following the Effective Date, Consultant acknowledges and agrees to abide by the City's policy statement on securities trading, until such time as Consultant is no longer aware of any material nonpublic information concerning the City.

(d) Disclosure. Consultant acknowledges that the City intends to publicly disclose the existence and material terms of this Agreement, and file a copy of this Agreement, as required by the rules and regulations of the U.S. Securities and Exchange Commission.

8. General. ***Entire Agreement and Amendments.*** This Agreement is the entire agreement between the parties and supersedes all earlier and simultaneous agreements regarding the subject matter. This Agreement may be amended only in a written document, signed by both parties.

***Independent Contractors, Third Party Beneficiaries, and Subcontractors.*** The parties acknowledge that they are independent contractors under this Agreement, and except if expressly stated otherwise, none of the parties, nor any of their employees or agents, has the power or authority to bind or obligate another party. Except if expressly stated, no third party is a beneficiary of this Agreement. ***Governing Law and Forum.*** All claims regarding this Agreement are governed by and construed in accordance with the laws of Nebraska, applicable to contracts wholly made and performed in such jurisdiction, except for any choice or conflict of

law principles, and must be litigated in Nebraska, regardless of the inconvenience of the forum, except that a party may seek temporary injunctive relief in any venue of its choosing. **Assignment.** This Agreement binds and inures to the benefit of the parties' successors and assigns. This Agreement is not assignable, delegable, subject to sublicense or otherwise transferable by Consultant in whole or in part without the prior written consent of City. Any transfer, assignment, delegation or sublicense by Consultant without such consent is invalid. **No Waivers, Cumulative Remedies.** A party's failure to insist upon strict performance of any provision of this Agreement is not a waiver of any of its rights under this Agreement. Except if expressly stated otherwise, all remedies under this Agreement, at law or in equity, are cumulative and nonexclusive. **Severability.** If any portion of this Agreement is held to be unenforceable, the unenforceable portion must be construed as nearly as possible to reflect the original intent of the parties, the remaining portions remain in full force and effect, and the unenforceable portion remains enforceable in all other contexts and jurisdictions. **Notices.** All notices, including notices of address changes, under this Agreement must be sent by registered or certified mail or by overnight commercial delivery to the address set forth in this Agreement by each party. **Captions and Plural Terms.** All captions are for purposes of convenience only and are not to be used in interpretation or enforcement of this Agreement. Terms defined in the singular have the same meaning in the plural and vice versa.

**IN WITNESS WHEREOF**, the parties execute this Agreement. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party.

**CITY OF LA VISTA**

By: \_\_\_\_\_

Print Name: Douglas Kindig

Title: Mayor

**RAMP-UP DISABILITY CONSULTING LLC**

By: \_\_\_\_\_

Print Name: Mike Edwards

Title: Owner