



LUMPKIN COUNTY COMMUNITY AND EMPLOYEE SERVICES

November 2, 2015

Agenda Item:

Project Civic Access Independent Licensed Architect (ILA) Consultant and Website Consultant

Facts & Historical Information:

In July of this year the BOC signed a Settlement Agreement with the DOJ. This Agreement contained several requirements that the county must meet including using an Independent Licensed Architect (ILA) and hiring a website consultant for mitigation efforts and for certifying to the DOJ that appropriate corrections have been made. County staff asked the DOJ for, and received, a one month extension for designating the ILA and a longer extension for the website contractor. The ILA selection must be completed and submitted to the DOJ for approval prior to Nov. 30, 2015, the website extension was moved to December 16, 2016.

A selection committee was formed and contractors were sought using normal county means. Three contractors responded to the ILA contractor request and three contractors responded to the website contractor request. One company, Meeting the Challenge (MTC) responded to both requests.

Of the three companies responding to the ILA request, one company did not appear to have experience completing a project of the scope of our Settlement Agreement (i.e. approximately 50 buildings, program accesses, and county-wide employee training plus reporting these efforts to the DOJ.) Additionally, this company's cost was quite expensive with their estimate being a minimum of 1,000 hours of work per year for the next three years at a cost of \$225 per hour. While costs were estimated to be less for the second company; that company also did not appear to have the experience the selection committee felt was necessary to complete a project of the scope of our Settlement Agreement (i.e. approximately 50 buildings, program accesses, and county-wide employee training plus reporting these efforts to the DOJ). In each case for these two vendors, their services were limited to only inspecting buildings for access, suggesting mitigation efforts, and certifying and reporting the results of the mitigation efforts to the DOJ; their proposals did not include any additional efforts at mitigating the details of the Settlement Agreement or assisting the county with what is likely to be a very laborious county-wide training effort. The third company, Meeting The Challenge (MTC) has an established relationship with the DOJ, having actually done ADA work for the DOJ as well as having done multiple projects including accessibility surveys, compliance audits, and evaluations for local government and public entities including a current large-in-scope project for the Georgia Department of Natural Resources. MTC's proposal certainly includes access to an ILA, but also includes their willingness to attempt to limit the requirements of the already signed Settlement Agreement as well as fully meeting the training requirement.

For the Settlement Agreement's website mitigation consultation portion, three companies responded. While each vendor presented information showing some level of experience with website accessibility compliance, one company stood out for its wide-ranging scope of experience as well as the fact that it houses and operates a regional ADA Technical Information Center which allows this vendor to have an extended understanding of DOJ guidelines.

Based on the contents of our Settlement Agreement and staff's experiences communicating with some members of the DOJ, it would seem that expertise communicating with the DOJ and an understanding of how to best work with the DOJ are necessities. Additionally, the selection committee agreed that while we appreciated all the contractor's responses and willingness to help, we do not want a lack of experience or a lack of understanding of how to best work directly with the DOJ to cause additional expense or re-work for Lumpkin County.

The committee considered all responses and is recommending MTC to meet both needs.

Potential Courses of Action:

- A. Approve MTC to meet both needs.
- B. Approve MTC for only the ILA consultant needs or for only the website consultant needs.
- C. Refuse to accept the selection committee's recommendation.

Pros and Cons to Potential Courses of Action:

- A. COA Pros:
 - a. MTC is an established company that is known to be expert at ADA evaluations and projects as well as website mitigation.
 - b. This company can provide us with not only an ILA, but with much more including individuals to possibly further negotiate/moderate the requirements of our Settlement Agreement, teams to complete a timely review of all our buildings and program access, and trainers and training to allow us to meet the training component of our Settlement Agreement. This more fully meets the scope of our project.
 - c. MTC is working on a large project for the Georgia Department of Natural Resources and comes highly recommended by GDNR staff. In addition to the recommendation, by working with GDNR, MTC already has access to individuals here in the southeast who can assist with testing by differently abled users, both for program access and web access. This is a specific requirement of our Settlement Agreement.
 - d. MTC has given us specialized combined pricing for both building/program access and website mitigation and this pricing seems to be competitive compared to the other contractors.

Cons: MTC is located in Colorado so some travel cost will be incurred, but travel would also be required for other vendors as well, perhaps just not for the same distances.

B. COA Pros: Same as a. – d. above.

Cons:

- a. Using MTC for only one mitigation directive will require renegotiating the pricing.
- b. Using MTC for only one mitigation directive may mean that timely completion of the other directive is not attainable.

C. COA Pros: None listed.

Cons: Refusal to accept the committee's recommendation may require, at the least, a request to DOJ to again extend the deadline to find an ILA or may cause the DOJ to declare us in violation of our Settlement Agreement.

Budget Impact:

Funds have been included in the 2016 budget to help cover these costs.

Staff Recommendation:

Recommend that the BOC approve MTC for both mitigation directives.

**CONTRACT
FOR
ADA SETTLEMENT AGREEMENT CONSULTING SERVICES**

This agreement is made and entered into between the governing authority of Lumpkin County, hereinafter referred to as “Lumpkin County”, a political subdivision of the State of Georgia, and **Meeting the Challenge, Inc.**, a corporation organized under the laws of the State of Colorado, hereinafter referred to as “Contractor”.

Whereas, Contractor has read and reviewed the Settlement Agreement between the United States of America and Lumpkin County, Georgia, Under the Americans with Disabilities Act, DJ # 204-19-227, hereinafter referred to as the “Settlement Agreement”, which is incorporated herein by reference; and

Whereas, under said Settlement Agreement, the County is required to retain an Independent Licensed Architect, hereinafter referred to as “ILA”, approved by the United States, who is knowledgeable about the architectural accessibility requirements of the ADA and the Rehabilitation Act. The ILA must act independently to certify whether any alterations, additions, or modifications made by the County during the term of said Settlement Agreement comply with the applicable standard pursuant to 28 C.F.R. § 35.151(c) and the Appendix to 28 C.F.R. § 35.151(c); and

Whereas, under said Settlement Agreement, the County is required to retain an independent consultant, approved by the United States, who is knowledgeable about accessible website development, title II of the ADA, and WCAG 2.0 to evaluate Lumpkin County’s website and any proposed online services for compliance with the ADA and, at minimum, WCAG 2.0 Level A and Level AA Success Criteria and other Conformance Requirements (WCAG 2.0 AA), and who shall be responsible for the annual website accessibility evaluation; and

Whereas, the County solicited proposals from qualified vendors to perform the required ILA services and website and online services evaluations set forth in the Settlement Agreement, and Contractor was selected to perform the required services; and

Whereas, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

A. Summary of Work:

1. ILA Services

Contractor will assist Lumpkin County with completing all actions required by the Settlement Agreement. The assistance will include identification and verification of barriers

previously listed by DOJ, evaluation of all program and facilities not surveyed by DOJ as set forth in Exhibit A, and verification of barrier removal completed by the County (with photographic evidence acceptable to DOJ). Contractor shall fulfill, directly or through a mutually acceptable sub-consultant (architect), the function of an Independent Licensed Architect (ILA), in accordance with DOJ's requirement. There shall be no additional fees or compensation due from Lumpkin County to the sub-consultant (architect). All sub-consultant (architect) fees are included in Contractor's price as more particularly set forth in Section C hereof.

In performing the required evaluations and survey, Contractor shall utilize the specific forms required by the United States, including, but not limited to, the survey instrument at Attachment F to the Settlement Agreement.

In issuing certifications pursuant to this Agreement, the ILA will impartially prepare reports with photographs identifying that the violation has been remediated and will use the certification form at Attachment O to the Settlement Agreement. The ILA will be considered a neutral inspector for purposes of issuing certifications of compliance and will be reasonably available to the United States to discuss findings in the reports, photographs, and certifications. The United States may also, in its discretion, provide technical assistance to the ILA throughout the term of Settlement Agreement.

Contractor will provide adequate prior notice to Lumpkin County of inspections by the ILA such that Lumpkin County can provide notice to the United States to allow representatives of the United States to be present.

2. Website and Online Services Evaluations

Lumpkin County shall designate an employee as its Web Accessibility Coordinator. Contractor shall work closely with the County's designated Web Accessibility Coordinator to perform the following services:

Web Accessibility Policy

Contractor will team with the County's staff to create a policy that its web pages will comply with WCAG 2.0 AA, published by the World Wide Web Consortium (W3C), Web Accessibility Initiative (WAI). Said policy shall be customized to integrate with the County's existing administrative culture. Web content and development will need procedural precision to ensure the ongoing maintenance of an accessible website. Contractor will facilitate policy development and guide the county to distribute the information to all required employees and contractors who design, develop, maintain or otherwise have responsibility for the County's websites, or provide website content, technical support, or customer service.

Personnel Training

Contractor will construct a training program tailored to the County's needs focusing on the cooperatively developed web accessibility policy. The training program shall emphasize how to conform all web content and services with, at minimum, WCAG 2.0 AA, title II of the ADA, and the terms of the Settlement Agreement.

Personnel/Contractor Evaluations

Contractor shall assist the County in incorporating provisions ensuring that all of Lumpkin County's webpages comply with WCAG 2.0 AA into the performance evaluations of the web accessibility coordinator and all employees and contractors who design, develop, maintain, or otherwise have responsibility for its websites, or provide website content, technical support, or customer service.

Current Webpage and Online Service Evaluation

Contractor shall evaluate Lumpkin County's website and any proposed online services for compliance with the ADA and, at minimum, WCAG 2.0 Level A and Level AA Success Criteria and other Conformance Requirements (WCAG 2.0 AA)

Contractor shall assess all existing web content and online services for conformance with, at minimum, WCAG 2.0 AA, by: (1) performing automated accessibility tests of the County's website and all online services, using an automated tool approved by the United States, to identify any accessibility barriers; and (2) enlisting individuals with different disabilities, including at a minimum individuals who are blind, deaf, and have physical disabilities (such as those limiting the ability to use a mouse), to test its pages for ease of use and accessibility barriers.

Accessibility of Information

The county is required to provide a notice, prominently and directly linked from its homepage, instructing visitors to its websites on how to request accessible information. The link shall provide several methods to request accessible information, including an accessible form to submit feedback, an email address, and a toll-free phone number (with TTY) to contact personnel knowledgeable about the accessibility of the website. Contractor shall assist the County in meeting this requirement of the Settlement Agreement.

Accessibility Feedback

The County must continue to provide a notice, prominently and directly linked from its homepage, soliciting feedback from visitors to its websites on how to improve website accessibility. The link shall provide several methods to provide feedback, including an accessible

form to submit feedback, an email address, and a toll-free phone number (with TTY) to contact personnel knowledgeable about the accessibility of the website. Contractor shall assist the County in creating a template to meet this requirement of the Settlement Agreement.

Annual Website Evaluation:

Contractor shall perform an annual website accessibility evaluation during the final month of each of the three years of this Contract. The evaluation shall be conducted using the WAVE automated webpage evaluation tool. Results of the evaluation will be documented in a report to the County and the US Department of Justice.

The primary purpose of the annual evaluation is to document the progress the County makes in completing recommended mitigation efforts to improve accessibility as well as maintaining the accessibility of the website once it is achieved.

3. Training Services

Contractor shall assist the County in developing a training program, lasting at least half a day, on the requirements of the ADA and appropriate ways of serving people with disabilities. Contractor shall assist the County in submitting the proposed training program to the United States for pre-approval as required by the Settlement Agreement. The submission will include a description of the training, the agenda, any handouts, and the name, title, and address of the trainer.

Contractor shall provide training, including website accessibility training set forth above, for County employees, as required by the Settlement Agreement. The schedule for this training will be negotiated with County administration, subject to DOJ's specific requirements for hours, content, and deadline for completion of training.

4. Monitoring and Reporting

Contractor shall provide ongoing monitoring services and assistance to the County with periodic progress reports to DOJ as required by the Settlement Agreement. Contractor anticipates the need for three annual trips to Lumpkin County, subsequent to initial data collection efforts (one in year one, one in year two and one in year three). If additional trips are scheduled, a change order will be required.

B. Notice to Proceed and Time for Completion

Contractor shall be authorized to begin work upon the issuance of a Notice to Proceed from Lumpkin County. Time is of the essence; all work under this Contract must be completed by the deadlines set forth in the Settlement Agreement. Contractor's anticipated scheduled of completion is attached hereto as Exhibit B.

Time is an essential element of the Contract, and any delay in the prosecution of the work may subject the County to penalties for non-compliance with the terms of the Settlement Agreement.

C. Payment for Work

Contractor shall be paid for completion of the work performed under this Contract as follows:

- | | | |
|----|--|----------------------------------|
| 1. | Evaluation of Policies, Programs, and Services | \$20,000 |
| 2. | Facility Surveys (see Exhibit A) | \$85,000 |
| 3. | Website Accessibility Assessment | \$18,000 |
| 4. | Ongoing Compliance Review | \$60,000 |
| 5. | Training Services | \$100/hour, plus travel expenses |

Payments shall be made according to the Payment Process and Timetable attached hereto as Exhibit C.

Contractor shall itemize all invoices in full. The original of the invoice shall be mailed to:

Lumpkin County Board of Commissioners
Attn: Accounts Payable
99 Courthouse Hill Suite D
Dahlonega, GA 30533

Contractor must furnish documentation identifying that the work has been completed in accordance with this Contract. Payment will be mailed to the designated address set forth in this Contract. Payment will not be hand-delivered.

D. Assignment of Contractual Rights and Subcontracting:

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of this contract or its right, title, or interest in or to the same, or any part thereof, without written consent of the County.

Contractor shall not subcontract any work without the express written consent of the County. The County must approve all subcontractors.

E. Indemnity:

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold Lumpkin County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising

out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

F. Severability:

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State or Georgia, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

G. Dispute Resolution:

Lumpkin County and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

H. Cancellation:

Lumpkin County reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations, is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the Contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County. Lumpkin County shall pay for services rendered up to the point of termination.

This contract shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County's obligation under said contract.

Notwithstanding anything to the contrary contained herein, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the Contractor.

If the termination clause is used by the County, the Contractor will be paid by the County for all scheduled work completed satisfactorily by the Contractor up to the termination date set forth in the written termination notice.

I. Safe Working Environment and Drug Free Workplace

Contractor shall provide a safe working environment.

Contractor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
2. If Contractor hires a SubContractor to work in a drug-free work place, Contractor shall secure from that Sub Contractor the following written certification:

As part of the subcontracting agreement with (Contractor's name), (Sub Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the Sub Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

The Contractor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

J. Amendments or Modifications:

All contract amendments or modifications must be in writing and signed by all parties.

K. Notices:

Any notice, order, instruction, claim, or other written communication required or permitted under this contract shall be deemed to have been delivered or received:

1. Upon personal delivery to the Contractor or his authorized representative, which delivery may be accomplished by in person hand delivery, via bona fide overnight express service or telephonic facsimile transmission; or
2. Three (3) days after depositing in the United States mail a letter which is either certified or registered, with return receipt requested, addressed to the Contractor at the following address:

Meeting the Challenge, Inc.
Attn: Geoff Ames
3630 Sinton Rd, Ste 103
Colorado Springs, CO 80907

and to Lumpkin County at the following address:

Lumpkin County Board of Commissioners
Attn: Stan Kelly, County Manager
99 Courthouse Hill, Ste A
Dahlonega, Georgia 30533.

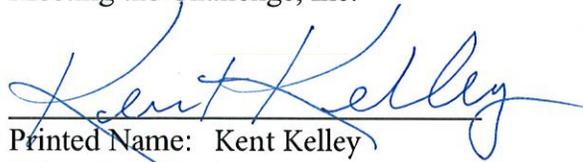
This Contract is made and entered into this _____ day of _____, 2015.

Lumpkin County:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Contractor:

Meeting the Challenge, Inc.



Printed Name: Kent Kelley
Title: President

[Corporate Seal]

Attest:

Kathleen Walker
Lumpkin County Clerk



Meeting the Challenge, Inc.

Lumpkin County - Settlement Agreement Consulting Services

Scope of Work

Meeting the Challenge, Inc. (MTC) will assist Lumpkin County with completing all actions required by the County's Settlement Agreement with the U.S. Department of Justice (DJ# 204-19-227). The assistance will include identification and verification of barriers previously listed by DOJ, evaluation of all program and facilities not surveyed by DOJ, and verification of barrier removal completed by the County (with photographic evidence acceptable to DOJ). MTC will fulfill, directly or through a mutually acceptable sub-consultant (architect), the function of an independent licensed architect, in accordance with DOJ's requirement.

An assessment of digital accessibility in the County's websites, in addition to the evaluation of program accessibility, is included. The digital accessibility assessment will provide assistance with the development of policies that ensure maintenance and creation of accessible web content in the future.

MTC's services will include ongoing monitoring and assistance to the County with periodic progress reports to DOJ. MTC anticipates the need for three annual trips to Lumpkin County, subsequent to initial data collection efforts (facility surveys).

MTC will provide training, including website accessibility training, for County employees, as required by the Settlement Agreement. The schedule, for these trainings, will be negotiated with County administration, subject to DOJ's specific requirements for hours, content, and deadline for completion of training.

MTC's schedule for completion of all tasks, including Ongoing Compliance Review, is contingent on factors beyond MTC's control. Regardless, MTC will complete each task, as promptly as possible, with every effort to assist the County in meeting DOJ deadlines. See Exhibit B.

MTC's consulting services and assistance to the County, in its efforts to comply with the Settlement Agreement, with the specified compensation for progress and completion of each, are comprised of the following tasks:

<i>Task 1 Evaluation of Policies, Programs, and Services</i>	<i>\$20,000</i>
<i>Task 2 Facility Surveys (see Exhibit A)</i>	<i>\$85,000</i>
<i>Task 3 Website Accessibility Assessment</i>	<i>\$18,000</i>
<i>Task 4 Ongoing Compliance Review</i>	<i>\$60,000¹</i>
<i>Task 5 Training Services</i>	<i>\$100/hour, plus travel expenses²</i>

¹ MTC anticipates three Compliance Review Trips (one in year one, one in year two, and one in year three). In the event additional trips are scheduled, a change order will be required.

² MTC will coordinate with County administration to establish a mutually agreed upon training schedule to meet the County's DOJ training requirements.

Exhibit A

List of Facilities to Be Surveyed

1. LC Courthouse (Admin)*
2. LC Detention Center*
3. LC Community Center
4. LC Senior Center*
5. Old Historical Jail (9th Dist)*
6. Fire Station #1 (Fire/EMS/E911)
7. Fire Station #2 (Wwy 52 E)
8. Fire Station #3 (Yahoola Work Center)
9. Fire Station # 4
10. Fire Station #5
11. Fire Station #6
12. Yahoola Work Center Utility Building
13. Yahoola Work Center Equipment Shed
14. LC Courthouse Annex Bldg (Annex A)*
15. LC Courthouse Annex Bldg (Annex B)*
16. LC Planning and Tax Assessor Bldg
17. LC Maintenance Shop
18. LC Recycle Center
19. LC Community House
20. LC Animal Shelter*
21. LC Adult Learning Center and Mental Health*
22. LC Health Dept. (OLD)
23. LC Transfer Station
24. LC Scale House
25. LC Library*
26. LC Head Start
27. LC Airport Office
28. LC Airport Hanger
29. Rainbow Children's Home
30. Rainbow Children's Home Office Bldg
31. Rainbow Children's Home Garage
32. Classic Cleaners
33. LARC Building
34. Concession Bldg (fields 1-3)
35. Concession Bldg (fields 4-6)
36. Softball Complex
37. Timken Pavilion*
38. Pool Concession Bldg*
39. Cannery Bldg
40. Old Voting House Auraria
41. Blackburn Bldg

42. Blackburn Pavilion
43. Blackburn Maintenance Facility Station #8
44. Park and Rec Maintenance Bldg
45. Park and Rec Lawnmower Shop (metal structure)
46. LC Justice Center*
47. LC Health Dept. (NEW)*
48. Candler Concrete Bldg
49. Chamber of Commerce (1/2 interest)
50. POLLING- Berea Baptist Church
51. POLLING- R Ranch in the Mountains, The Lodge
52. POLLING- Philippi Community Center
53. POLLING- St. Pauls Methodist Church
54. POLLING- Auraria Community Clubhouse
55. POLLING- Dahlonga Assembly of God

* Facilities previously surveyed by DOJ, see attachments I, J, and K

Exhibit C Payment Process and Timetable

Tasks	Fee	Expected Invoice Date	Net 30 Days
Task 1 Evaluation of Policies, Programs, and Services	\$20,000	January 31, 2016	March 1, 2016
Task 2 Facility Surveys			
Data Collection	\$60,000	December 21, 2015	January 20, 2016
Analysis	\$20,000	January 18, 2016	February 17, 2016
Reporting	\$5,000	February 1, 2016	March 30, 2016
Task 3 Website Accessibility Assessment	\$18,000	December 21, 2015	January 20, 2016
Task 4 Ongoing Compliance Review	Contingent on completion of barrier mitigation.		
Task 5 Training Services	Contingent on required training.		

Task 1 Evaluation of Policies, Programs, and Services	\$20,000
Task 2 Facility Surveys (see Exhibit A)	\$85,000
Task 3 Website Accessibility Assessment	\$18,000
Task 4 Ongoing Compliance Review	\$60,000 ¹
Task 5 Training Services	\$100/hour, plus travel expenses ²

¹ MTC anticipates three Compliance Review Trips (one in year one, one in year two, and one in year three). In the event additional trips are scheduled, a change order will be required.

² MTC will coordinate with County administration to establish a mutually agreed upon training schedule to meet the County's DOJ training requirements.