



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Signature Copy

Resolution: R-EN-002-2020

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**File Number: RES-19:218**

**Enactment Number: R-EN-002-2020**

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS APPROVING A CONTRACT FOR PROFESSIONAL SERVICES WITH TCHERNESHOFF CONSULTING, INC. FOR ADA EVALUATION SERVICES AND THE DEVELOPMENT OF A PLAN FOR IMPROVEMENTS AS NEEDED

WHEREAS, the City of Jonesboro, Arkansas settled an Americans with Disabilities Act lawsuit involving sidewalks in 2019; and,

WHEREAS, a part of that court settlement agreement, the City agreed to hire Tcherneshoff Consulting, Inc. to review and inspect all City properties, sidewalks, and programs to ensure compliance with the Americans with Disabilities Act and to make recommendations for improvements as needed; and,

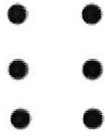
WHEREAS, the City desires to enter into this agreement with Tcherneshoff Consulting, Inc., for the first year of what is expected to be a multi-year project.

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: The City of Jonesboro approved the contract for services with Tcherneshoff Consulting, Inc. to review, inspect, and made recommendations for improvements, as needed, to ensure compliance with the Americans with Disabilities Act.

Section 2: The Mayor, Harold Perrin, and City Clerk, Donna Jackson, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

PASSED AND APPROVED THIS 21ST DAY OF JANUARY, 2020.



TCHERNESHOFF CONSULTING, INC.

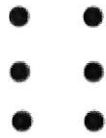
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### **Contract for Services**

This contract shall be between Tcherneshoff Consulting Inc. and the City of Jonesboro, Arkansas. Tcherneshoff Consulting, Inc. will be providing ADA (Americans with Disabilities Act) consultation services for the City of Jonesboro, Arkansas. The purpose of this contract is to outline the responsibilities and obligations of each party throughout this process.

Tcherneshoff Consulting Inc. shall provide the following services:

1. Conduct a self-evaluation working with all program directors throughout the city to determine all programs and services offered and where those programs and services are offered.
2. Review any existing policies and procedures that are in place to ensure that any discriminatory practices towards people with disabilities are eliminated and also to add policies and procedures that provide appropriate accommodations in each program for citizens with disabilities.
3. Survey all properties that are open to the public where programs and services are held to identify physical barriers and make recommendations for removal of such barriers. Attached as Exhibit A, which is the current anticipated list of properties to be surveyed and the anticipated hours associated with surveying each property and preparing a report for same. Also the estimated costs for completing the transition plan are given in Exhibit A including travel and administrative costs. Once all properties have been surveyed and reports are completed, this will become the transition plan. It is anticipated that the full survey of all properties and reports for same will take between 5 and 7 years depending on the budget for the City of Jonesboro.
4. Once the self evaluation is completed it will be placed on display on the City website and other locations for public comment.
5. Work closely with all relative personnel at the City of Jonesboro throughout the process to ensure that full compliance with the ADA is realized over a several year period.



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6. It is anticipated that during year one there will be several teleconferences and email exchanges to determine who the appropriate players are and to establish a clear outline as to the course of direction throughout the process and what milestones will be set to accomplish during each year. Also during year one the highest priority physical barriers (which may be some of the sidewalks, the municipal Center, or other) will be identified by a site visit with a full survey and recommendations for removing barriers.

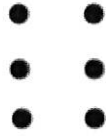
In subsequent years depending on budget the continued audits of each property will continue until all properties have been surveyed. It is anticipated that the self-evaluation can be completed no later than the end of year 2, with the full self-evaluation being put on display for public comment for a three-year period. At the end of this time Tcherneshoff Consulting, Inc. will work closely with the city of Jonesboro to consider all comments from the public and make any necessary changes to the final self-evaluation. It is anticipated that the self evaluation will not exceed a grand total of \$75,000. This includes working with all the program directors, developing new policies and procedures, and assisting with implementing public comments to include in the final self evaluation.

7. The cost of services provided to the City of Jonesboro By Tcherneshoff Consulting, Inc. in year one, shall not exceed \$50,000 unless otherwise directed by the City of Jonesboro.

### **Fee schedule\***

In exchange for the above services, the City of Jonesboro, Arkansas will compensate Tcherneshoff Consulting, Inc. a fee of \$225 per hour for survey and report preparation, \$300 per hour if deposition is taken or court appearances are necessary, plus travel time of \$100 per hour and travel expenses directly related to Tcherneshoff Consulting, Inc's consultative services contemplated by this contract for services. The City of Jonesboro, Arkansas agrees to reimburse Tcherneshoff Consulting, Inc. up to a total of \$65 dollars per day for meals. Rental car and hotel will be reimbursed dollar for dollar. A retainer fee of \$10,000 will be due before work commences and will be taken off the final bill.

All payments are to be made to Tcherneshoff Consulting Inc. within 30 days of receipt of invoice. Tcherneshoff Consulting, Inc. agrees to provide an itemized invoice of services rendered and expenses incurred. All invoices not paid within 30 days shall incur a 1.5% interest rate per month. The total amount of the unpaid invoice will be compounded monthly until paid in full. Tcherneshoff Consulting, Inc. further agrees to provide receipts of expenses upon request. The City of Jonesboro, Arkansas can terminate the contract at any time, with or without cause. If the contract is terminated prior to the completion of the consulting services, the City of Jonesboro, Arkansas agrees to pay Tcherneshoff Consulting for any and all work performed up to the date of termination of



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the contract.

\*Fees provided above are subject to change with inflation over time. Tcherneshoff Consulting, Inc. shall obtain approval for increased rates by the City of Jonesboro prior to invoicing for increased rates.

All information regarding this project including emails, photographs, reports generated, and other items relevant to this project shall be treated as confidential information to be shared only between Tcherneshoff Consulting Inc. and the City of Jonesboro, Arkansas.

By signing this contract, both parties agree to the above responsibilities and obligations.

*Kirk Tcherneshoff*

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Representative for Tcherneshoff Consulting, Inc.

12/11/2019

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Date