

THIS AGREEMENT MADE AS OF THE 2nd DAY OF FEBRUARY 2004

BETWEEN

THE HERRINGTON GROUP
(hereinafter referred to as THG)

OF THE FIRST PART

-And-

**The Joint Accessibility Advisory Committee of the Town of Lincoln,
the Township of West Lincoln, the Town of Niagara-on-the-Lake,
the Town of Pelham, the Town of Grimsby, the City of Thorold**
(hereinafter referred to as the Municipality)

OF THE SECOND PART

THIS agreement witnesses that in consideration of the mutual covenants and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree with each other as follows:

ARTICLE 1 – PROVISION OF SERVICES

- 1.01 THE MUNICIPALITY hereby retains THG to perform the services outlined in Article 3 of this Agreement “the Services”.
- 1.02 Subject to the terms and conditions herewith THG agrees to provide and THE MUNICIPALITY agrees to pay THG for “the Services”.
- 1.03 THG agrees to work diligently and faithfully to perform and complete the Services or any segments thereof, as described in this agreement, in a good and workmanlike manner within the same time period outlined in Article 4 of this Agreement. In providing the Services THG shall at all times conduct itself in full compliance with all applicable statutes, laws, and regulations governing its occupation, profession, trade, craft or business from work locations utilized by THG in providing “the Services” to THE MUNICIPALITY.

ARTICLE 2 – CONTRACT PRICE AND PAYMENT

- 2.01 The amount payable by THE MUNICIPALITY to THG for THG’s provision of “the Services” shall be FORTY NINE THOUSAND FIVE HUNDRED DOLLARS (\$49,500) Canadian funds, plus applicable Goods and Services Tax.
- 2.02 Payment will be made to THG in monthly instalments payable by **invoice** the first day of the month during the period of this contract in the sum of Four Thousand One Hundred Twenty Five (\$4,125.00) plus applicable G.S.T. according to the contract period outlined in Article 4.
- 2.03 THE MUNICIPALITY will also provide payment to THG, supply and logistical costs relating to the coordination and implementation of the ODA Compliance Project to a maximum as follows:

| | |
|--------------------------------------|---------|
| Postage/Printing/Office Supplies - | \$1,000 |
| Marketing of Program - | \$1,200 |
| Committee Development and Training - | \$1,000 |
| Transportation - | \$1,725 |
| Attendant Services - | \$ 360 |
| ASL Interpreter – | \$ 600 |
| Other meeting Accommodations - | \$ 500 |
| Community Consultations - | \$ 750 |
| Alternate Format Plan Translation | \$1,700 |

In order to be reimbursed for supply and logistical costs THG will submit a detailed expense claim form to THE MUNICIPALITY, as required. The claim form shall include original receipts.

ARTICLE 3 – SERVICES TO BE PERFORMED

3.01 THG shall perform the services identified in the "Proposal to Coordinate Ontarians with Disabilities Act Compliance" dated November 28, 2003 attached as Schedule "A" to and forming part of this agreement. "the Services" being generally described as:

Coordinating, performing and documenting the JAAC's Compliance with the Ontarians with Disabilities Act as detailed in THG's "Proposal to Coordinate Ontarians with Disabilities Act Compliance" (including all appendices) submitted to THE MUNICIPALITY'S November 28, 2003, and approved which includes but is not limited to:

- 1) Continuing the Development of the Joint Accessibility Advisory Committee including filling vacancies in accordance with prescribed procedures.
- 2) Ensuring THE MUNICIPALITY'S compliance with the requirements of the Ontarians with Disabilities Act, such as:
 - i) Identification of Second Year Plan Priorities
 - ii) Review of Past Year Access Initiatives
 - iii) Departmental Reviews to Evaluate Progress/Identify Gaps
 - iv) Development of Accessibility Plan(s) Related to Identified Second Year Priorities
 - v) Provide a First Year Accessibility Plan Progress Report
 - vi) Provide Community Consultation and Update
- 3) Prepare and submit required Second Year Plans to THE MUNICIPALITY
- 4) Submit the Second Year Plans on behalf of THE MUNICIPALITY to the Province of Ontario's Accessibility Directorate
- 5) Provide meeting Coordination for the Joint Accessibility Advisory Committee
- 6) Coordinates all aspects of the Joint Accessibility Advisory Committee including meeting notification, agendas, minutes, special needs of members etc.
- 7) Recommends payment of committee expenses

3.02 Subject to the Terms of this agreement THE MUNICIPALITY shall provide payment to THG of all costs, disbursements and expenditures associated with and incidental to the services performed by THG as outlined in paragraph 3.01 and agreed to in the "Proposal to Coordinate Ontarians with Disabilities Act Compliance"

3.03 THE MUNICIPALITY shall make every reasonable effort to provide, during the contract period access and assistance in gathering relevant information and contacts deemed necessary by THG at its own discretion, for the purposes of preparation for, administration associated with, and handling the logistics associated with implementing the ODA Compliance Project.

ARTICLE 4 – TIME FOR PERFORMANCE OF SERVICES

4.01 The parties agree that this agreement shall commence February 1, 2004 and expire January 31, 2005

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES

5.01 THE MUNICIPALITY represents and warrants to, and covenants with, THG that:

- i. THG is the sole provider of Services and THE MUNICIPALITY has not subcontracted or hired, and will not subcontract or hire, any persons to aid in the Services without the prior consent of THG;
- ii. THE MUNICIPALITY has full power and authority to execute this Agreement and to perform obligations hereunder, and THG is not party to any agreement with, and has no other understanding with, any other person that would prevent THG from entering into this Agreement or performing THG's obligations hereunder;
- iii. The corporate design created by it pursuant to this Agreement shall be entirely original and no part thereof will violate or infringe upon any trademark, copyright, or any other right or rights whatsoever of any third party.

- 5.02 THG represents and warrants to, and covenants with the MUNICIPALITY, that:
- i. THG has full power and authority to execute this Agreement and to perform obligations hereunder, and
 - ii. THG is not party to any agreement with, and has no other understanding with, any other person that would prevent THG from entering into this Agreement or performing the THG's obligations hereunder; and
 - iii. All work product developed by THG arising from this agreement is and shall become property of the MUNICIPALITY and shall not be utilized by THG for any purpose without authorization from the MUNICIPALITY.
- 5.03 THG shall provide the MUNICIPALITY with a valid clearance certificate from the Workplace Safety and Insurance Board (WSIB) confirming that THG is registered with WSIB.
- 5.04 THG and the MUNICIPALITY agree that THG shall be an independent contractor and shall not be an employee of the MUNICIPALITY and shall not be entitled to any benefits, pension, or retirement savings plan, vacation pay, bonuses, or otherwise

ARTICLE 6 – INDEMNIFICATION AND RISK OF LOSS

- 6.01 THE MUNICIPALITY hereby indemnifies and holds harmless THG and its successors and assigns their officers, directors, agents, employees and lawyers against any loss, cost, liability, claim or expense, including lawyer's fees, suffered or incurred by them, directly or indirectly,
- i. To the extent that the foregoing are not the result of a breach of any provision of this Agreement or the negligent acts or omissions of THG, its agents, servants and/or employees; and
 - ii. In relation to any personal injuries or property damage as a result of, or arising out of, the coordination and completion of the ODA Compliance Project
- 6.02 Except for any loss or damage sustained by THE MUNICIPALITY as a direct result of THG's breach of this Agreement or failure to perform any of the Services, THE MUNICIPALITY hereby assumes entire risk of loss or damage sustained by any party from any cause.

ARTICLE 7 – NO AMENDMENTS, SEVERABILITY AND FAILURE TO ACT

- 7.01 This Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except in writing duly executed by the parties. The waiver by THG of a breach of any obligations of THE MUNICIPALITY under this Agreement shall not operate or be construed as a waiver of any other subsequent breach by THE MUNICIPALITY. If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

ARTICLE 8 – GOVERNING LAW

- 8.01 This Agreement was prepared in English at the express wish of the parties and the parties agree that the courts of the Province of Ontario shall have exclusive jurisdiction in reference to any matters herein. This Agreement shall be construed and its interpretation shall be governed exclusively, in all respects, by the laws of the Province of Ontario.

ARTICLE 9 – AGREEMENT BINDING

- 9.01 The terms and conditions of this Agreement shall be binding upon the parties and their respective heirs, executors, successors and assigns.

ARTICLE 10 – TIME OF THE ESSENCE

- 10.01 Time shall be deemed to be of the essence of the Agreement provided that the time for completing the work, which has been or is likely to be delayed by reason of any cause beyond the reasonable control of THG shall be extended by a period equal to the length of the delay so caused, further provided that prompt notice in writing of the occurrence causing or likely to cause such delay is given to THE MUNICIPALITY.

10.02 THG shall advise THE MUNICIPALITY in writing of any occurrence causing or likely to cause delays in the completion of its responsibilities under this Agreement.

ARTICLE 11 – NOTICES

11.01 Any notices required to be sent to one party to the other party shall be sent by personal delivery (deemed received when actually delivered) or, when postal service has not been interrupted by a strike or other publicly known cause, by prepaid registered mail (deemed received three days after it is posted) to:

THG

THE HERRINGTON GROUP
340 Carlton Street
St. Catharines, Ontario L2N 1C4

THE MUNICIPALITY

Director of Corporate Services
Town of Niagara-on-the-Lake
P.O. Box 100
Virgil, ON L0J 1T0

ARTICLE 12 – TERMINATION OF AGREEMENT

12.02 Either party may terminate this agreement with 30 days written notice.

ARTICLE 13 – DAMAGES

13.01 If there is any breach of this Agreement by either THG or THE MUNICIPALITY, the party not in breach may only claim money damages and in no event shall the party not in breach claim or exercise any remedy enjoining or restraining the exercise of any right, rescinding or terminating this Agreement, or constituting any form of equitable relief.

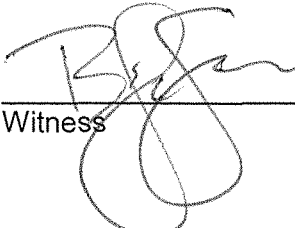
ARTICLE 14- HEADINGS

14.01 Descriptive headings are inserted solely for the convenience of reference. They do not form a part of this Agreement and are not to be used as an aid in interpreting this Agreement

ARTICLE 15 – ENTIRE AGREEMENT

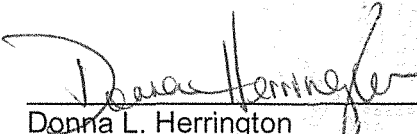
15.01 This Agreement embodies the entire agreement of the parties with regard to the matters contained herein, and no other agreement, representation or warranty shall be deemed to exist as entered into in writing by both parties to the Agreement.

SIGNED, SEALED AND DELIVERED this 2nd day of February _____, 2004:

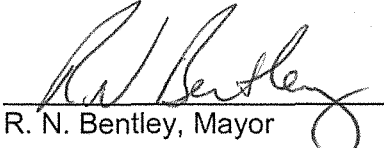


Witness

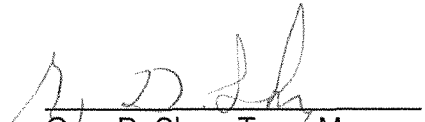
The Corporation of the Town of Grimsby



Donna L. Herrington
The Herrington Group





R. N. Bentley, Mayor

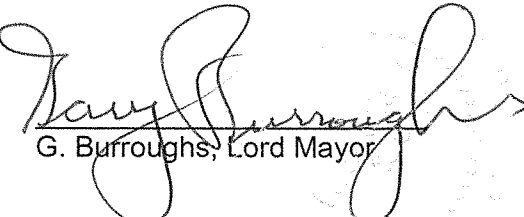


Gary D. Shay, Town Manager

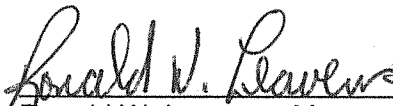

The Corporation of the Town of Lincoln


Bill Hodgson, Mayor
William Kolasa, Clerk


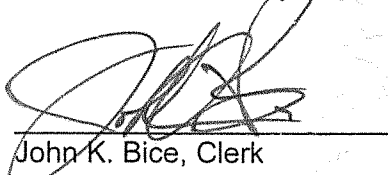
The Corporation of the Town of Niagara-On-The-Lake


G. Burroughs, Lord Mayor
H. Dowd, Clerk

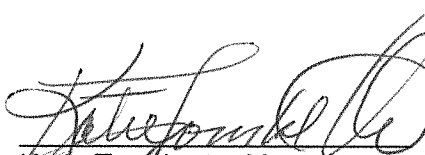
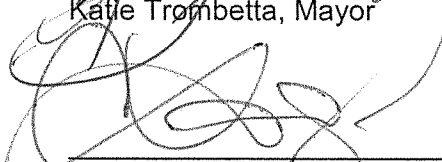
The Corporation of the Town of Pelham

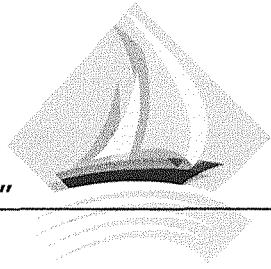

Ronald W. Leavens, Mayor
Cheryl Mickle, Clerk

The Corporation of the City of Thorold


Robin Davidson, Mayor
John K. Bice, Clerk

The Corporation of the Township of West Lincoln


Katie Trombetta, Mayor
Carolyn Langley, Clerk



**Proposal to Coordinate
Ontarians with Disabilities Act Compliance
For the
Joint Accessibility Advisory Committee**

**Submitted to:
The Town of Lincoln, The Township of West Lincoln,
The City of Thorold, The Town of Pelham,
The Town of Niagara-on-the-Lake and the Town of Grimsby**

November 28, 2003

**Donna L. Herrington
Senior Planner/Manager**

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Section 1.0 Development of the Joint Accessibility Advisory Committee

The purpose of the Ontarians with Disabilities Act (ODA) is “to improve opportunities for persons with disabilities and to provide for their involvement in the identification, removal and prevention of barriers to their full participation in the life of the province” (ODA, 2001). Under the Act, municipalities with a population of 10,000 or more citizens are required to establish an Accessibility Advisory Committee to assist said municipalities in their compliance with the legislation. To that end, in April 2003, six municipalities (Lincoln, West Lincoln, Thorold, Pelham, Niagara-on-the-Lake, and Grimsby) established a Joint Accessibility Advisory Committee (JAAC) to oversee compliance activities.

According to its Terms of Reference, the JAAC is comprised of 11 members, a majority of which (minimum of six (6)) must be persons with disabilities. These committee members are representative of gender, ethnicity and different types of visible and invisible disabilities “such as persons with physical (visual, speech, hearing, deaf, brain injury, use of a wheelchair); cognitive (intellectual impairments); perceptual (learning disability) and mental health disabilities” (ODA, 2001). The remaining five (5) members consist of two (2) members of partnering Councils and three (3) citizens/electors of the participating municipalities.

The consultant has been successful in establishing a solid working group who meets legislative directives. However, it has been difficult to retain persons with disabilities representatives, or consumers, from the partnering municipalities as they have moved on to other endeavours. Currently, vacancies exist for consumers from the Town of Grimsby, the Town of Niagara-on-the-Lake, and the City of Thorold. Due to recent municipal elections, the committee also has a vacancy in the citizen/elector category for the Town of Lincoln, and the Council representatives may also change.

Section 1.1 Filling Vacancies

The consultant proposes the continuing use of her extensive community network as well as increased media awareness of the JAAC to reach and enlist people with disabilities to the committee. A “cross-disability”, ethno-cultural recruitment approach remains paramount.

The recruitment strategy includes a variety of approaches including, personal contact, presentations at organizational events and staff meetings, and articles/ads in organizational newsletters, broadcast faxes, and public service announcements (i.e. Cable 10 and radio) and related “trade” publications (i.e. Accessible Niagara). The completion and public distribution of the JAAC’s first Accessibility Plan may also serve to assist the JAAC to increase its profile as well as the community’s awareness of its advisory role. This may lead to more consumers becoming interested in participating on the JAAC.

1.2 Application and Selection Process for Committee Members

The JAAC will continue to use the application and selection criteria developed in its first year (see Appendix A for copy of application and selection criteria) in soliciting and selecting additional committee members. The application and selection process is as follows:

1. Applications for the JAAC and information packages will be given to interested individuals. If requested, assistance in completing the application will be given by the consultant or through other community supports.
2. The consultant will inform applicants, both verbally and in written form that the application has been received and will explain the selection process.
3. When a sufficient number of applications have been received, the consultant will strike an Ad Hoc Selections Committee consisting of the consultant and two current JAAC representatives (ensuring that one JAAC representative is a consumer). The team will review applications according to its pre-determined selection criteria. If the committee requires additional information to make its decision, it will conduct personal interviews with candidates (either by phone or in person).
4. Those individuals who best reflect the criteria, and who have positive references, will be chosen to serve on the JAAC and will be informed of the decision by phone and letter. Successful applicants will also be given an information/orientation package including:

- The JAAC Terms of Reference, Decision-Making Process and information regarding the planning process, committee's role, work-plan timelines, outcomes, results
- Fact Sheet about the ODA, and Municipal Requirements Under the Act
- Municipal Structures and Departments Affected by the ODA and the JAAC activities
- Definitions of "Access" and Assessment Criteria Used (i.e. the Ontario Building Code vs. the Canadian Standards Association definitions and standards relating to accessibility, accessibility as defined by non-physical disabilities etc.)
- Meeting Logistics: Information about accommodations available (transportation, attendant services, ASL, large print, disc copies of handouts etc.) and the process for requested needed accommodations, and the committee's meeting schedule.

Also, if requested, the consultant and/or a current JAAC member will provide an in-depth orientation with new committee members.

5. Those individuals not successful will also be informed of the committee's decision in writing. The consultant suggests keeping these applications on file for future reference and for consideration of subcommittee work should the need arise as well as informing these applicants of this future possibility.

1.3 Selection of JAAC Co-Chairperson

Since its inception the JAAC meetings have been chaired by the consultant. Initially, this was necessary in order to orient the committee to its role and terms of reference as well as ensuring the committee met the legislated Accessibility Plan deadline. However, at this point, the consultant suggests appointing a co-chairperson for the JAAC. This is an important next step in communicating the community-based approach of the JAAC mandate and may serve to raise awareness and interest in the JAAC. Although the consultant is ultimately responsible for satisfying the expectations of her contract with all six municipalities, the co-chairperson would provide continued leadership as the committee fulfils its goals for the coming year. The selection of a co-chairperson will be brought to the next scheduled JAAC meeting, where the members will select the co-chair from within the group. If consensus cannot be reached, the selection of the co-chair will take place by secret ballot. The individual with the most votes will become the JAAC Co-Chairperson.

1.4 Committee Development

Over the last year, the JAAC has been very involved with the consultant in assessing past access initiatives and auditing facilities and policies for their accessibility to a wide variety of people with disabilities. As Advisory Committees across the province begin to initiate their role, training and development opportunities are created for committee members. Local and provincial based conferences, workshops and seminars are being offered to assist committee members in becoming more knowledgeable about disability and access issues. These opportunities will build upon the expertise, passion and commitment of JAAC members. Therefore, the consultant recommends and has included in this proposal budget, funds to facilitate JAAC representative participation in relevant educational events and conferences.

When a training opportunity comes to the attention of a JAAC member or the consultant, it will be brought to the committee's attention at the next available meeting. The opportunity and its specifics will be presented to the group and a discussion will take place regarding who is interested in attending. The JAAC will select its delegate(s), and this choice will be submitted to the partnering municipalities for approval. Once the delegate's participation is approved by all six municipalities, the consultant will manage the costs and arrangements through her regular budget. Reimbursement will be given to the consultant using the already established procedures for expenses (with monthly invoice, original receipts attached).

Section 2.0 Activities – Requirements of Municipalities under ODA

According to the ODA, municipalities have three main obligations under the legislation:

1. To prepare accessibility plans and make them public.
2. To establish accessibility advisory committees if they have a population of 10,000 residents or more and to ensure a majority of committee members are people with disabilities.
3. To make accessibility a consideration when purchasing goods and services, in planning and in subdivision approval.

The Second Year Accessibility Plan will include all required elements of the ODA in the format adopted by the JAAC in its first year including:

- a) A report on the measures the municipality has taken to identify, remove and prevent barriers to persons with disabilities;
- b) The measures in place to ensure that the municipality assesses its proposals for by-laws, policies, programs, practices and services to determine their effect on accessibility for persons with disabilities;
- c) A list of the by-laws, policies, programs, practices and services that the municipality will review in the coming year in order to identify barriers to persons with disabilities;
- d) The measures that the municipality intends to take in the coming year to identify, remove and prevent barriers to persons with disabilities; and
- e) A Progress Report on the implementation of the JAAC First Accessibility Plan submitted to Councils on October 28, 2003, and anticipated approved by all by January 2004.

2.1 Identification of Second Year Plan Priorities

The identification of priorities will be done by the JAAC at its next scheduled meeting. Priority areas will be chosen from among those areas where municipal jurisdiction applies. Since the assessment standards and methods used to determine accessibility have already been chosen by the JAAC in Year 1, the consultant will suggest 3 areas per municipality be chosen for this Second Year Plan.

2.2 Review of Past Access Initiatives

The ODA requires a review all relevant past initiatives and attempts to remove and prevent barriers for people with disabilities undertaken by all JAAC municipalities. This review includes examining by-laws, policies, programs, practices and services relating to the identified priorities areas determined by the JAAC. The consultant will establish a subcommittee to assist in accessing, collating and analysing all relevant information. Upon completion, the consultant will provide the JAAC with a written report/summary of findings. The chart below will be used to report existing efforts and previous initiatives undertaken to remove barriers for people with disabilities.

| Barrier and Type | Strategy or Initiative Taken to Remove or Prevent the Barrier |
|------------------------|---|
| Description of barrier | (A brief description of strategies in place to address the barrier) |

2.3 Departmental Reviews to Evaluate Progress/Identify Gaps

According to the ODA each municipal department within each of the JAAC partner municipalities is required to conduct internal departmental reviews to assess where barriers to people with disabilities exist and whether strategies have been developed for their removal. The consultant, according to the priority areas identified by the JAAC, and with the assistance of a subcommittee will conduct a department-by-department examination of all JAAC member municipalities using established access criteria. Examples of departments and services to be reviewed include:

- Corporate Services
- Financial Services
- Fire Department
- Community and Recreation Services
- Public Works
- Building and By-Law Enforcement
- Planning

Methodologies used to conduct the departmental review may include but are not limited to: office site reviews, building plans reviews, client questionnaire and policy and procedure evaluation. The departmental reviews will also include an examination of operational and decision-making processes and will identify barriers that exist for people with disabilities in relation to the identified priorities of the JAAC.

Findings of this exercise will be submitted in written form by the consultant to the JAAC for review.

2.4 Development of Accessibility Plan(s)

Upon completion of both past initiative and departmental reviews the consultant, in consultation with the JAAC, will draft the Accessibility Plan(s). The Plan(s) will articulate:

- What barriers exist (by-laws, policies, programs, practices and services)
- The nature of the barrier (physical, policy, practice etc.)
- Where they exist (which department or service)
- How they can/should be removed
- Resources necessary to undertake action (i.e. funding, staff time, training etc.)
- How to determine they have been successfully removed – outcome measurement (e.g. physical changes in accordance with CSA Standards)
- A Priority Ranking for action – how urgently should this barrier be removed
- Suggested strategies/changes to prevent future barriers from occurring, or reoccurring

Action items will be summarized using the following chart, making implementation easier to plan for:

| Assessment Category | Barriers Identified | Methods to Remove Barriers | Priority Level |
|---------------------|---------------------|----------------------------|----------------|
| | | | |
| | | | |
| | | | |
| | | | |

2.5 First Year Accessibility Plan Progress Report

The ODA requires municipalities to report on their progress in removing and preventing barriers as outlined in their Accessibility Plans. The consultant will survey relevant municipal staff within each municipality to determine what progress has been made to remove barriers in the areas identified in the first report. A written summary will be provided to the JAAC and will be included in the Second Year Accessibility Plan. The following is a sample method that may be used to present this information:

| Barrier and Type | Strategy for removal/prevention | Status |
|------------------------|--|--|
| Description of barrier | (A brief description of strategies in place to address the barrier.) | (E.g. date completed, date work to commence, not addressed etc.) |

2.6 Community Consultation and Updates

The consultant will ensure community involvement and transparency in the planning process by alerting local media to the work of the committee and various stages in the process and encouraging their reporting of JAAC activities. The consultant and the JAAC will also submit

their meeting notes/minutes to local councils to ensure they are kept informed of progress and given the opportunity to contribute as necessary. Information bulletins will be sent to a variety of disability organizations as well

The consultant and JAAC will solicit feedback on the First Accessibility Plan and second year priorities from local disability organizations and citizens with disabilities. The JAAC will be responsible for giving approval to the final Accessibility Plan(s) to be presented to Councils.

2.7 Submission of Plan(s) to Councils

When the JAAC has given final approval to the Accessibility Plan(s) they will be presented to JAAC member councils for approval/endorsement or adoption. The final Accessibility Plan(s) will then be forwarded to the Accessibility Directorate.

2.8 Project Location

The consultant will operate out of her home office, where she is fully equipped to implement the project work plan. The consultant will also travel to all JAAC catchment areas to conduct both historical and departmental reviews. JAAC meetings will take place at meeting space within the offices of one of the JAAC partner municipalities.

2.9 Roles and Responsibilities of Stakeholders

The JAAC partner municipalities and the consultant will have negotiated a written and signed contract, prior to the start of the project which will outline all activities, expectations, responsibilities, reporting requirements, timelines, costs and payment schedules associated with developing the Accessibility Plan(s).

3.0 Project Timeline/Work Plan Chart

The following chart summarizes the timeline proposed by the consultant (dependant upon the consultant and the JAAC municipalities reaching an agreeable contract and start date). This timeline may be subject to adjustments if required and upon mutual agreement between the JAAC municipalities and consultant and in the event legislative requirements of the ODA change as a result of a newly elected provincial government:

| Activity | Proposed Deadline for Completion of Activity |
|--|--|
| Plan Priority Setting | January 2004 |
| Community Consultation of First Year Plan and 2 nd Year Priorities | March 2004 |
| Submission of Community Consultation Results to JAAC and Councils | April 2004 |
| Historical and Departmental Reviews for 2 nd Year Priority Areas | July 2004 |
| Development of 2 nd Year Accessibility Plan(s) | September 2004 |
| Draft Progress Report on 1 st Year Accessibility Plan | October 2004 |
| Approval of Progress Report and 2 nd Year Plan(s) by JAAC | November 2004 |
| Presentation of Plan(s) to Councils for Approval and Adoption | December 2004 |
| Submission of First Year Progress Report and Second Year Plan to Ontario Accessibility Directorate | January 2005 |

4.0 About the Consultant and Evidence of Administrative Ability

The Herrington Group is a management consulting company specializing in the areas of strategic and organizational planning, concept development, and project management and facilitation services. Donna Herrington, the director of The Herrington Group has extensive personal and professional experience in disability issues.

Donna successfully managed the JAAC's first year of operation. This involved creating and implementing the project's logic model and resulted in drafting six municipally specific Accessibility Plans for two identified priority areas. She was successful in completing a twelve-month contract within a nine-month timeframe. Due to her involvement in the JAAC's first Accessibility Plan Donna is well equipped and positioned to continue this project with minimal disruption to the municipal partners or the JAAC. Donna has also been recently contracted by the Niagara Health System to conduct its Barrier-Audit Project as part of the Health System's compliance with the ODA as a result of her track record with the JAAC project.

Further, Donna possesses over ten years experience in organizational development including policy and program development, revenue generation, and organizational change processes. Donna is also an instructor of organizational development and strategic planning at Niagara College. Through her community involvement, Donna has been extensively involved in systemic planning processes including participation in developing plans for the Ministry of Health as well as systemic strategies to combat barriers to employment for people with disabilities. A copy of Donna's curriculum vitae can be found in Appendix B.

Section 5.0 Budget

A detailed budget as well as a narrative explanation of the budget can be found in Appendix C

Appendix A
JAAC Application and Selection Criteria

Joint Accessibility Advisory Committee
Membership Application

Name _____

Address _____

City/Town _____ Postal Code _____

Phone Number _____ Fax _____

Email _____

Do you have a preference as to the form in which the JAAC contacts you regarding your application? If so, please indicate your preference (X).

Phone _____ Mail _____ Email _____ Fax _____

Please indicate the membership that you are applying for: (Please note that this information is required under legislation to ensure that the membership of the Committee conforms to the requirements of the Ontarians with Disabilities Act.)

Persons with Disabilities _____

Community Volunteers _____

Professionals from Stakeholder Community _____

The following questions are designed to assess applicant knowledge, experience and interest related to membership on the Accessibility Advisory Committee.

Why are you interested in joining the JAAC?

Please describe your experience with disability issues _____

What other skills, abilities and past experiences do you think would be helpful to the committee?

Have you been involved in any other working groups, committees or Boards in similar work? If so, please describe _____

Are you linked to other persons (volunteers, professionals, persons with disabilities) through Associations, participation on Boards or Committees or any other means, which would enable you to consult with others related to accessibility needs?

This would assist the JAAC in capturing the range of needs and perspectives within the community. Please indicate any formal or informal links you have to other persons with an interest in accessibility for persons with disabilities.

Can you regularly attend monthly meetings? Yes____ No____

What is the best meeting time for you (indicate with X)?

Morning

Afternoon

Evening

Please provide 3 references:

| Name | Phone Number or Reference Letter Included? (Indicate with X) |
|-------------|---|
| <div></div> | <div></div> |
| <div></div> | <div></div> |
| <div></div> | <div></div> |

Please mail, fax or email your application to:

Donna L. Herrington
The Herrington Group
340 Carlton Street
St. Catharines, ON L2N 1C4
Fax Number: (905) 646-8633
Email: thg@look.ca

Joint Accessibility Advisory Committee
Membership Selection Criteria
April 2003

1.

Representative of the disability community as a person who identifies him/herself as having a disability
2.

A resident of or a member of an organization that actively serves one or all of the municipalities that are part of the JAAC catchment area
3.

Has a personal and demonstrated commitment to ensuring a universally accessible community for all citizens
4.

Has the ability and willingness to commit fully to the planning process (ability to attend all meetings etc.)
5.

Is linked to other persons (volunteers, professionals, persons with disabilities) through Associations, participation on Boards or Committees or any other means, that you will enable the applicant to consult with others related to accessibility needs
6.

Provides 3 references (either by phone or letter) for the selection committee to review and consider
7.

Has previous experience serving on working groups, committees or Board of Directors (is considered an asset but not essential)

Appendix B Donna L. Herrington Curriculum Vitae

SUMMARY OF SKILLS

- **Over ten years senior management experience;** leads organizational change processes, revenue generation, policy and program development and staff recruitment and training. Senior Planner for **The Herrington Group**, planning and training specializing in strategic development.
- ♦ Excellent **communication and public relations skills;** capacity to creatively and effectively communicate. Negotiated contracts with 19 different agents.
- **Resourceful and creative;** unique abilities in identifying new solutions to organizational and human resource issues. Excellent research skills in proposal development and submission and operational plans.
- **Innovative;** developed profit-making businesses for the organization and created an "Anti-Racism Organizational Change Plan" which addresses the inclusion of all equity seeking groups within the organization - the first by a disability organization in Niagara.
- **Results-driven;** secures large contracts and increasing Centre revenue by 36%

RELEVANT EMPLOYMENT HISTORY

Senior Planner 2000-Present
The Herrington Group
St. Catharines, Ontario

- ♦ A management consulting company specializing in the areas of strategic and organizational planning, concept development, and project management and facilitation services.

Recent Contracts:

- Joint Accessibility Advisory Committee (Thorold, Pelham, Lincoln, West Lincoln, Grimsby, Niagara-on-the-Lake), Project Consultant, Ontarians with Disabilities Act Legislative Compliance (Accessibility Plan).
- The Niagara Health System Barrier Audit Review Project
- Women's Place of South Niagara Inc., Program Evaluation/Needs Assessment
- Canadian Association of Independent Living Centers, Project Evaluation – National Crime Prevention Project.
- The Welland Rose Festival, Strategic Planning Session and Proposal Writing Services
- Meals on Wheels/Community Support Services Niagara, Visioning /Planning Workshop
- Breaking Down Barriers (Collingwood, ON), Visioning/Planning Workshop
- RISE –Parry Sound, Program Evaluation Services
- MS Society – Niagara Peninsula Chapter of Hope, Facilitation Services - SWOT Analysis
- Niagara Victim Crisis Support Services, Facilitation Services – Strategic Planning Session
- Niagara Church of the Nazarene, Access Audit

Instructor 2000-Present
Niagara Centre for Community Leadership, Niagara College
Welland, Ontario

- Instructor of “Strategic Planning Workshop” and Strategic Planning “Training the Trainer” Workshop
- Instructor of “Strategies for Developing Your Organization’s Vision”
- Instructor of “10 Things Every Executive Director Should Know”
- Instructor of “Strategic Planning” Credit Course – Fall 2003

Executive Director

1993-2003

Niagara Centre for Independent Living
St. Catharines, Ontario

“An organization that provides a “voice” for people with disabilities offering a non-traditional alternative to disability services”

- Manage all aspects of the centre’s day- to- day operations including financial administration, human resources, and program development. Streamlined operations to increase efficiency. Relocated organization twice to support growth in activities. Develop and implement annual operational program/project plans.
- Supervise a staff of 11 and increased investment in staff skill development by 135%. Staff is trained in and use Alternative Dispute Resolution Mediation Processes, Business Incubator Programs and Universal Design Consulting. Maintain an active volunteer base of approximately 30.
- Ensure a customer service approach by continually evaluating the centre’s communication with its consumers, the public and measuring the end result of its efforts. Increased Centre membership by 42%.
- Identify and initiate public relations and marketing opportunities and manage media relations. Increased service units by 326%
- Prepare and implement budgets. Maintained an average of 8% of revenue in contingency.
- Conduct annual organizational reviews.

Administrative Assistant

1990-1993

McMaster University - Office for Ability and Access
Hamilton, Ontario

- Designed and implemented the first ever Disability Awareness campaign conducted by a Canadian University, developing a model for other academic institutions.
- Participated on the Management Team for the Ontario Games for the Physically Disabled responsible for 600 volunteer workers.
- Liaised with university staff to co-ordinate supports for students with disabilities.
- Acted as the department liaison in the community.

EDUCATION

Bachelor of Arts Degree, McMaster University,
Hamilton, ON

1990

Professional/Management Development Courses

1993-2000

(E.g. How to Write a Business Plan, Dealing with Difficult People, Strategic Planning, Developing Accountable Programs and Services) Hamilton, St. Catharines, Toronto, Ottawa, ON

Process Facilitation, Niagara Centre for Community Leadership,
Welland, ON

2000

AWARDS

1997 Whipper Watson Award, Easter Seals/March of Dimes National Council,
Toronto Presented in recognition of “significant and innovative progress in workplace integration”

PUBLICATIONS

K Dixon and D Herrington "...and Baby Makes Three: Choices for Parents with Disabilities", The Herrington Group, St. Catharines, ON 2002

CURRENT COMMUNITY INVOLVEMENT

Persons with Disabilities Director, Board of Directors
Niagara Training and Adjustment Board 2001-Present

Member, Local Planning and Coordination Group–
Business Representative Ministry of Community, Family and
Children Services 2000-Present

REFERENCES AVAILABLE UPON REQUEST

Appendix C – Budget and Narrative Explanation

Joint Accessibility Advisory Committee Second Year Accessibility Plan Project Proposed Budget

| <u>Expense</u> | <u>Amount</u> |
|---|-----------------|
| Postage/Printing/Office Supplies | \$1,000 |
| Marketing | \$1,200 |
| Committee Development and Training | \$1,000 |
| Transportation | \$1,725 |
| Attendant Services | \$360 |
| ASL Interpreter | \$600 |
| Other Meeting Accommodations | \$500 |
| Community Consultation | \$750 |
| Plan Translation into Alternate Formats | \$1,700 |
| Consultant's Fee | \$49,500 |
| GST | \$3,465 |
| TOTAL | \$61,800 |

Narrative Explanation of Proposed Budget

Projected Surplus - \$6,800

This surplus exists due to unspent funds in the supplies, transportation and accommodation budget lines from the first operational budget/contract with The Herrington Group. The partnering municipalities have chosen to carry-over these funds into the second year JAAC operational budget.

Postage/Printing/Office Supplies - \$1,000

This figure is based on previous spending and projected needs. It is calculated at approximately \$83/month.

Marketing - \$1,200

To assist the committee in attracting and retaining effective committee members this budgeted amount is suggested. These funds will also sponsor one-page in the local access guide "Accessibility Niagara" (\$1,000). Sponsoring this publication will enhance the JAAC's profile and communicate the partnering municipalities' commitment to championing the issue of accessibility.

Committee Development and Training - \$1,000

These funds will assist JAAC members in gaining greater expertise in disability and access issues. Funds in this category will be spent in relevant and approved travel, accommodation, and disability accommodation expenses for JAAC members attending conferences, workshops and seminars.

Transportation - \$1,725

These funds will ensure consumer participation from all partnering municipalities. By providing transportation for JAAC members with disabilities, it will eliminate barriers to participation and ensure equality in the JAAC planning process. Eligible transportation costs include: mileage reimbursement, taxi and bus costs and the chartering of accessible taxi cabs for wheelchair users. Costs are calculated at approximately \$144/month.

Attendant Services - \$360

These costs are included in the event a JAAC member requires attendant services in order to participate in meeting (i.e. assistance with using the bathroom, eating/drinking, page-turning etc.). The calculation used is \$15/hr x 2 hour meeting x 12 meetings.

American Sign Language (ASL) Interpreter Services - \$600

These costs are included in the event a JAAC member is deaf or hard-of-hearing and requires ASL interpreter services in order to participate in meeting. The consultant is aware of freelance interpreters in the Region and has based the calculation on their rates: \$25/hr x 2 hour meeting x 12 meetings

Other Meeting Accommodations - \$500

Costs here include the use of note taker services and light meeting refreshments. Costs are estimated as such – Note taker - \$15/hr x 2 hour meeting x 12 meetings; Refreshments - \$10/meeting x 10 meetings.

Community Consultation - \$750

This budget line includes focus groups and/or distribution to disability organizations to review the first JAAC Accessibility Plan and to review the second year planning priorities and results.

Plan Transcription into Alternate Formats - \$1,700

Costs stated here include the translation of the Accessibility Plan onto audio-tape and CD to be offered to people with disabilities requiring information in alternate formats. Costs are based on Year 1 spending in this area and are as follows: Translation of report onto audio-tape - \$150-\$250 per plan (\$900 - \$1,500); translation of report onto CD - \$200.

Consultant's Fee - \$49,500

This fee includes all services provided: meeting, travel, coordination, facilitation, marketing and report writing.

GST - \$3,465

Goods and Services Tax on consultant fee is calculated at 7% of total fee.