

Service Contract Agreement

THIS AGREEMENT MADE AS OF THE 30th DAY OF DECEMBER 2005

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 Fifty Thousand Five Hundred Dollars (\$50,500) 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 Two Hundred Eight Dollars and Thirty-Three Cents (\$4,208.33) 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 AODA Compliance Project to a maximum as follows:

Postage/Printing/Office Supplies -	\$1,800
Marketing and Community Outreach -	\$1,000
Transportation -	\$2,400
Meeting Accommodations -	\$ 500

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 Accessibility for Ontarians with Disabilities Act Compliance “ dated November 29, 2005 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 Accessibility for Ontarians with Disabilities Act as detailed in THG’s “Proposal to Coordinate Accessibility for Ontarians with Disabilities Act Compliance”(including all appendices) submitted to THE MUNICIPALITY’S October 14, 2004, 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 Accessibility for Ontarians with Disabilities Act, such as:
 - i) Identification of 2006 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 2006 Year Priorities
 - v) Provide an Accessibility Plan Progress Report
- 3) Prepare and submit required 2006 Year Plans to THE MUNICIPALITY
- 4) Submit the 2006 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 Accessibility for 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 AODA Compliance Project.

ARTICLE 4 – TIME FOR PERFORMANCE OF SERVICES

4.01 The parties agree that this agreement shall commence February 1, 2006 and expire January 31, 2007

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 AODA 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.

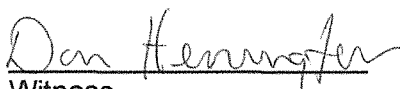
ARTICLE 14- HEADINGS

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

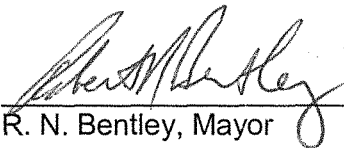
15.01 This Agreement embodies the entire agreement of the parties with regard to the matters contained herein, and no other agreement, representation or warranty shall be deemed to exist as entered into in writing by both parties to the Agreement.

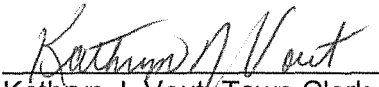
SIGNED, SEALED AND DELIVERED this 30th day of December, 2005:


Witness

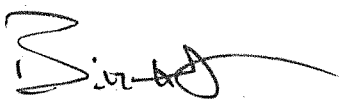

Donna L. Herrington
The Herrington Group


The Corporation of the Town of Grimsby


R. N. Bentley, Mayor

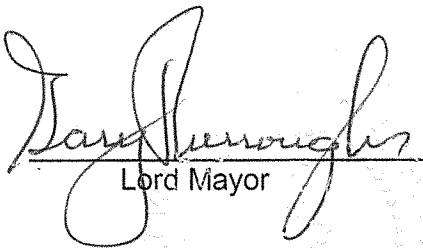

Kathryn J. Vouy, Town Clerk

The Corporation of the Town of Lincoln


Bill Hodgson, Mayor

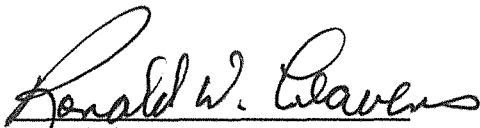

William Kolasa, Clerk

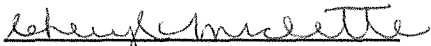
The Corporation of the Town of Niagara-On-The-Lake


Lord Mayor

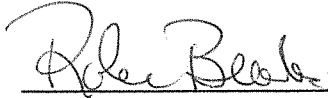

H. Dowd, Clerk

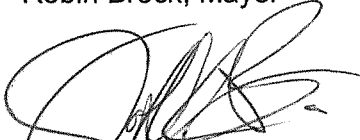
The Corporation of the Town of Pelham


Ronald W. Leavens, Mayor

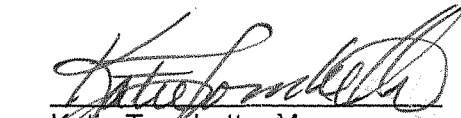

Cheryl Miglette, Clerk

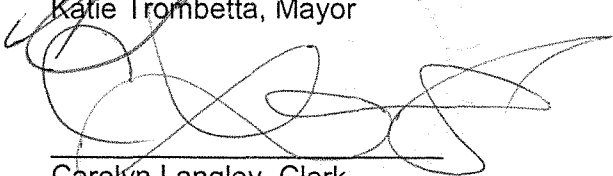
The Corporation of the City of Thorold


Robin Brock, Mayor


John K. Bice, Clerk

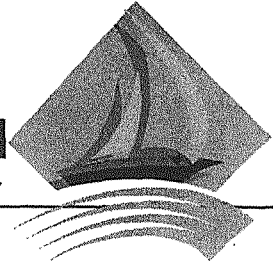
The Corporation of the Township of West Lincoln


Katie Trombetta, Mayor


Carolyn Langley, Clerk

The Herrington Group Ltd

Moving Organizations Beyond "Status Quo"



**Proposal to Coordinate
Accessibility for Ontarians with Disabilities Act
Compliance
For the
Joint Accessibility Advisory Committee
For the 2006-2007 Planning Year**

**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**

**Date Submitted:
November 29, 2005**

**Donna L. Herrington
Senior Planner**

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Section 1.0 Role of the Joint Accessibility Advisory Committee

The Royal Assent of the Accessibility for Ontarians with Disabilities Act (AODA) took place in June, 2005. The AODA will create and enforce new standards of accessibility involving all forms of disability and is intended to achieve accessibility for Ontarians with disabilities by 2025. The AODA replaces the Ontarians with Disabilities Act (ODA), but does not require compliance until the first accessibility standard is released to the public. Until that time, municipalities are expected to continue developing and submitting Accessibility Plans as directed under the ODA.

Once the new legislation is enforced, expectations of municipalities will vary slightly. Municipalities will be required to maintain an Accessibility Advisory Committee but the focus of the legislation requirements will change to articulating compliance measures. Municipalities and others named under the law will be required to submit yearly "Accessibility Reports" which outline progress towards complying with the new standards and removing identified barriers. Compliance will be expected within five years of the standard's release. This differs from the ODA where compliance involved simply creating and submitting an Accessibility Plan.

Therefore, the Joint Accessibility Advisory Committee (JAAC) of Lincoln, West Lincoln, Thorold, Pelham, Niagara-on-the-Lake, and Grimsby will continue to oversee AODA compliance activities. According to its Terms of Reference, the JAAC is comprised of a maximum of eleven (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. The remaining four (4) members consist of one (1) member 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. Despite extensive media coverage of JAAC activities, advertisements and appeals, vacancies continue to exist for "consumer seat" vacancies in the municipalities of Thorold and Pelham.

Section 1.1 Filling Vacancies and Selection Process for Committee Members

The recruitment strategy to fill committee vacancies 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). Several news stories about JAAC activities and access issues have also appeared in local media. The JAAC also intends to provide information presentations about the AODA to a variety of groups in our communities. It is hoped that through these presentations to our larger communities, interest in the JAAC will increase. This may lead to more consumers becoming interested in participating on the JAAC. 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, JAAC members or through other community supports.
2. The consultant or the JAAC Chairperson will inform applicants, both verbally and in writing that the application has been received and will explain the selection process.
3. When required, the consultant will strike an Ad Hoc Selections Committee consisting of the consultant, the JAAC Chairperson and a consumer member of the JAAC. The team will review the application according to its pre-determined selection criteria. If the committee requires additional information to make its decision, it will conduct a personal interview with the candidate (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 AODA, and Municipal Requirements Under the Act
 - Municipal Structures and Departments Affected by the AODA 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.
- A copy of the most recent Joint Accessibility Plan for the new member's municipality

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.

1.2 Identification of 2006-2007 Plan Priorities

The identification of priorities was completed at the October 2005, JAAC meeting and will include:

- Completion of any outstanding accessibility audits of municipal properties or facilities
- Creation of a formalized JAAC Communication Strategy to promote the work of JAAC partners and to support the transition to the AODA
- Development and facilitation of role-specific Disability Knowledge Training by the consultant
- Creation of needed tools and draft policies and procedures by the consultant to remove access barriers as identified in previous Accessibility Plans.

1.3 Committee Development and Outreach

The JAAC believes the majority of its focus should now be on increasing its profile in our communities. Outreach and awareness activities will focus on the public and private sector. Although the JAAC understands that it has no jurisdiction in private sector compliance with the AODA, it sees value in acting as an "information resource" for those who have questions or concerns about the new legislation. The JAAC will prepare an information presentation about

the AODA, its impact and obligations and will present this seminar to a variety of community groups and businesses. The content of the presentation has been taken from material developed by The Herrington Group Ltd in order to ensure a consistent and accurate message. Further, to ensure consistent messaging and to support and coach JAAC members, the consultant will attempt to attend all presentations.

Therefore, included in this year's budget are resource expenses to facilitate the design and production of a JAAC information pamphlet/flyer, "calling cards" for JAAC members as well as other information items for distribution.

Section 2.0 Activities for 2006-2007

According to legislation, 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.

Since its inception in 2003, the JAAC has been successful in assessing all JAAC municipal properties for barriers and so; much of the physical barrier identification work has been completed. Previous Accessibility Plans have also identified barriers in policies and practices and a need for disability awareness training of all municipal staff.

2.1 Preparation for First Access Standard of AODA – Staff Training

Staff training will provide a proactive approach to complying with the first anticipated standard of the AODA, Customer Service. Training will be designed and facilitated according to departmental role and related access issues. It will also allow for joint training of JAAC staff while minimizing loss of staff time for day-to-day responsibilities. Confirmation of training topics and intended audiences will be determined through a needs assessment conducted by the consultant with JAAC municipal staff. Training may take the form of "face-to-face" seminars, distribution and orientation to resource toolkits or a combination of both approaches. Examples of training to be provided may include:

Topic	Intended Audience
Understanding Accessibility Standards used in JAAC Accessibility Plans	Building and Planning Departments, By-Law Enforcement, Public Works, Operations, and (possibly) Council and Senior Management
Customer-Service and Creating Accessible Information (written, telephone and web-based)	Front-line staff, Corporate Services, Clerk's Department, Recreation and Community Services, and (possibly) Council and Senior Management
Employee Accommodation and Public Access to Programs and Services ("how-to")	Senior Management, Corporate Services, Community and Recreation Services, and (possibly) Council
Site Plan Review for Access – *this will be a checklist toolkit	Building and Planning Departments, By-Law Enforcement, Public Works, and (possibly) Senior Management
Creating a Fire Safety and Evacuation Plan for People with Disabilities - *specific to municipal properties and will likely be a toolkit	Fire Departments

2.2 Departmental Updates About Implementation Progress

Legislation requires municipalities to report on their progress in removing and preventing barriers as outlined in their Accessibility Plans. The consultant will produce and disseminate a progress reporting tool to relevant municipal staff within each municipality to determine what progress has been made to remove barriers in the areas identified in Plans to date (2003-2004, 2004-2005, and 2005-2006). This survey will be distributed early in the planning year to allow time and staff resources for its completion. The consultant will provide reminders throughout the year as needed and be available for support and/or consultation as needed. Responses will be due back to the consultant by July 2006 in order for progress reports to be included in this year's Accessibility Plan(s). A written summary of responses will be provided to the JAAC before inclusion in the Accessibility Plan(s). Progress will be presented as follows:

Barrier and Type	Recommendation for removal/prevention	Status
Description of barrier	A brief description of the Plan's recommendation	(E.g. date completed, date work to commence, not addressed etc.)

2.3 Development of Accessibility Plan(s)

Upon completion of staff training, toolkit creation and progress reporting the consultant, in consultation with the JAAC, will draft the Accessibility Plan(s). The Plan(s) will articulate:

- What barriers remain (if any in terms of by-laws, policies, programs, practices and services), the nature of the barrier , where they exist, how they can/should be removed and how to determine they have been successfully removed – outcome measurement
- Resources necessary to undertake action (i.e. cost guidelines, staff time, training etc.)
- What positive and accessible elements were found and why they work
- What progress has been made in removing identified barriers
- Timeline for removing additional identified barriers (if available)
- Examples of learning abstracts used in training and their outcomes
- Examples of toolkits and other resources produced to remove and prevent barriers

2.4 Submission of Plan(s) to Councils

When completed, the Accessibility Plan(s) will be presented to the JAAC for final review and approval. Before presenting the Accessibility Plans to Council, the JAAC suggests a meeting take place with each municipal senior staff team (sometime in August 2006). The purpose of this meeting will be to present the Plan to staff who will ultimately be responsible for its implementation and to provide an opportunity for communication among all parties. Once JAAC approval and senior staff meetings have taken place, the Accessibility Plan(s) they will be presented to JAAC member councils for approval/endorsement or adoption in September 2006. The final Accessibility Plan(s) will then be forwarded to the Accessibility Directorate.

2.5 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 training and to assist in the development of progress reports if requested. JAAC meetings will take place at meeting space within the offices of one of the JAAC partner municipalities.

2.6 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, the JAAC partner municipalities and the consultant. Adjustments may also be required in the event legislative requirements of the AODA change:

Activity	Proposed Deadline for Completion of Activity
Produce JAAC Outreach Materials	January 2006
Conduct Training Needs Assessment and Disseminate Results to JAAC Partners	February 2006
JAAC Presentations	February - September 2006
Progress Report Tool Dissemination	March 2006 (deadline July 31, 2006)
JAAC Training and Toolkit Development and Dissemination	March - September 2006
Development of JAAC Accessibility Plan(s) and Meeting with senior staff Presentation of Plan(s) to Council	September 2006
Submission of Plan(s) to Accessibility Directorate	October 2006
Development of JAAC 2007-2008 Planning Priorities	November – December 2006

4.0 About the Consultant

The Herrington Group Ltd 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 owner and senior planner of the company has extensive personal and professional experience in disability issues.

Donna has successfully managed the JAAC's activities since its inception. These activities involved creating and implementing the project's logic model and have resulted in drafting eighteen municipally specific Accessibility Plans. Due to her previous involvement in this group's accessibility planning Donna is well equipped and positioned to continue this project with minimal disruption to the municipal partners or the JAAC. Other clients include the Niagara Health System, the City of Hamilton, St. Joseph's Care Group – Thunder Bay and the Canadian Tourism Human Resources Council.

Further, Donna possesses fifteen years experience in organizational development including policy and program development, revenue generation, and organizational change processes. Donna is an instructor of organizational development and strategic planning at Niagara College. A copy of Donna's curriculum vitae can be found in Appendix B.

Section 5.0 Budget

<u>Expense</u>	<u>Amount</u>
Postage/Printing/Office Supplies	\$1,800
Marketing and Community Outreach	\$1,000
Transportation	\$2,400
Meeting Accommodations	\$1,300
Consultant's Fee	\$50,500
	<i>** GST to be added</i>
TOTAL	\$57,000

Narrative explanation of the proposed budget follows on the next page.

Narrative Explanation of Proposed Budget

Postage/Printing/Copying/Office Supplies - \$1,800

This figure is based on previous spending and projected needs calculated at approximately \$150/month. Costs included here also account for the production of training resources and toolkits.

Marketing and Community Outreach- \$1,000

This budgeted amount relates to the committee's outreach activities. It includes the production of a JAAC information/pamphlet, member calling cards and other information sheets/items for distribution as needed.

Transportation - \$2,400

These funds will ensure consumer participation from all partnering municipalities. By providing transportation for JAAC members with disabilities, barriers to participation are eliminated and equality in the JAAC planning process is ensured. These costs are also associated with transportation related to JAAC Presentations in the community.

Eligible transportation costs include: mileage reimbursement, taxi and bus costs and the chartering of accessible taxi cabs for wheelchair users. Costs are calculated at \$200/month.

Meeting Accommodations - \$1,300

Costs here include light meeting refreshments and the Annual Appreciation Dinner including all JAAC members, Mayors and Administrative Contacts.

Costs are estimated as such:

Refreshments - \$10/meeting x 10 meetings

Appreciation Dinner – 12 JAAC members, 6 Mayors, 6 JAAC Admin Contacts x \$50/each

Consultant's Fee - \$50,500

This fee includes all services provided: meeting, travel, coordination, facilitation, marketing and report writing. Fee will be billed monthly and Goods and Services Tax will be added.

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 Accessibility for 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 information 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)
_____	_____
_____	_____
_____	_____

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: donna@theherringtongroup.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)

Donna L. Herrington
Curriculum Vitae
340 Carlton Street, St. Catharines, ON L2N 1C4
(905) 380-4782 – phone (905) 646-8633 – fax
donna@theherringtongroup.ca – email

Skills Summary

- *Over fifteen years senior management experience;* leads organizational change processes, needs assessments and community planning, revenue generation, policy and program development and staff recruitment and training. Senior Planner and Owner of *The Herrington Group Ltd*, a planning and training services company specializing in strategic development and accessibility services.
- *An Accessibility Consultant;* assisting organizations of all types comply with the Accessibility for Ontarians with Disabilities Act (AODA) coordinating accessibility assessments and standards development, disability awareness training development and facilitation, and policy development. Uses a “cross-disability” focus taking into account a variety of disability needs (i.e. mobility, hearing, visual, learning, developmental/cognitive, mental health). Assesses organizational accessibility at multiple points including: physical/architectural, communication, information, technology, policy, practice and attitudes.
- ♦ Excellent *communication and public relations skills*; capacity to creatively and effectively communicate. Negotiated contracts with 19 different agents. Chairs several planning committees and groups. Designs and facilitates training sessions and courses on a variety of topics.
- *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. Assisted in the development of the local DisAbled Women’s Network.
- *Results-driven;* secures large contracts and increased organizational revenue by 36%

Employment History

Senior Planner/Owner

2000–Present

The Herrington Group Ltd

St. Catharines, Ontario

- A management consulting company specializing in the areas of strategic and organizational planning, concept development, project management and facilitation services. Also providing accessibility assessments, disability awareness training.

Client History:

- Designable Environments Inc., Accessible Property Standards Update of Access Canada Hotel Program, Canadian Tourism and Human Resources Council
- Niagara Centre for Independent Living, Volunteer Appreciation and Development Workshop
- Ontario Peer Development Initiative, Facilitation Services – New Program Development
- Community Support Services Niagara, Disability Awareness Training and Training Manual Development
- Distress Centre of Niagara, Strategic Planning Services
- Tourism of Welland, Niagara (TOWN), Proposal Writing Services
- AIDS Niagara, Proposal Writing Services
- Joint Accessibility Advisory Committee (Thorold, Pelham, Lincoln, West Lincoln, Grimsby, Niagara-on-the-Lake), Project Consultant, Ontarians with Disabilities Act Legislative Compliance (2003–2004, 2004–2005, 2005–2006 Accessibility Plans).
- Oak Centre – Alternative Community Support, Welland – ON – Proposal Writing Services
- The City of Hamilton, Hamilton, ON – Consultation with Persons with Disabilities Project.
- Niagara Centre for Independent Living, St. Catharines ON – Strategic Planning Sessions
- Niagara Health System, Niagara Region ON – Barrier Audit Project for Ontarians with Disabilities Act Legislative Compliance (Accessibility Plan).
- St. Joseph's Care Group, Thunder Bay ON Barrier Audit Project for Ontarians with Disabilities Act Legislative Compliance (Accessibility Plan).
- Breaking Down Barriers, Collingwood ON – Pre-Accreditation Workshop
- Disability Resource Centre, Richmond BC – Strategic Planning Session

- Women's Place of South Niagara Inc., Needs Assessment/Environmental Scan and Strategic Planning Services
- Canadian Association of Independent Living Centers, Project Evaluation – National Crime Prevention Project.
- Distress Centres of Ontario, Organizational Visioning/Planning Workshop
- The Welland Rose Festival, Strategic Planning Session and Proposal Writing Services
- 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
- OISE, Student Teacher – Disability Awareness Training
- Laidlaw Canada, Bus Driver Train-the-Trainer Awareness Project
- Business Education Council Niagara, Disability Awareness Training

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 “Board Governance” Workshop
- Instructor of “Issues and Trends in Mental Health” MTHL 1204 Credit Course

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 and evaluation. Streamlined operations to increase efficiency. Develop and implement annual operational program/project plans. Implement local, provincial and national projects including: National Literacy and Disability Awareness Project, DisAbled Women's Network Niagara Chapter Development Project, Anti-Racism Organizational Change Project, Pre-Employment for People with Disabilities

Projects, Employment Counselling for People with Disabilities Projects, Consumer-Run Ability First Training Centre Project, Universal Design Consulting Provincial Training Project, Provincial Literacy Provider Accessibility Project, Disability Awareness Training for organizations such as Business Education Council of Niagara, Laidlaw Canada, and Ontario Institute of Secondary Education – University of Toronto. Relocated organization twice to support growth in activities.

- Supervise a staff of 15 and increased investment in staff skill development by 135%. Staff is trained in and uses Alternative Dispute Resolution Mediation Processes and Business Incubator Programs. 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 and develop annual operational plans.

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 (Psychology), McMaster University, 1990
Hamilton, ON
- Professional/Management Development Courses 1993–Present
(E.g. How to Write a Business Plan, Universal Design Professional
Development Series, Strategic Planning, Developing Accountable
Programs and Services) Hamilton, St. Catharines, Toronto, Ottawa, ON
- Process Facilitation, Niagara Centre for Community Leadership, 2000
Welland, ON

Awards

- 1997 Whipper Watson Award, Easter Seals/March of Dimes National Council,
Toronto Presented in recognition of “significant and innovative progress in
work place integration”
- 2004 The 40 Under Forty Award, The Business Link Niagara Ltd, a business
achievement award honouring outstanding individuals in the Niagara Region who are
making their mark in business and contribute regularly to their respective
communities.

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

- Member, Niagara Grant Review Team, The Ontario Trillium Foundation Present
- Member, Board of Directors AIDS Niagara Present

Persons with Disabilities Director, <u>Board of Directors</u> Niagara Training and Adjustment Board	2001–Present
Member, <u>Research and Policy Committee</u> , Canadian Association of Independent Living Centres	2003–Present
Member, <u>Board of Directors</u> Consumer/Survivor Initiative of Niagara	2003– Present
Member, <u>Technical Advisory Committee</u> Design Exchange – Universal Design Professional Development Series Project	2004–2005
Member, <u>Advisory Committee</u> Niagara Centre for Community Leadership – Niagara College	2000–2005

References Available Upon Request