

Gary D. Shay, Town Manager
Phone: 905-945-9634 Ext. 2002
Fax: 905-945-5010

Town of Grimsby

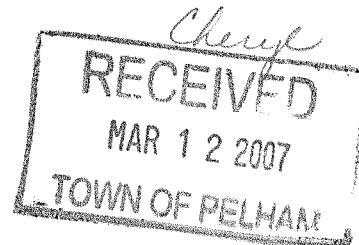
Memo

To: Beth Angle, Lincoln
John Bice , Thorold
Carolyn Langley, West Lincoln
Cheryl Mickle, Pelham
Marty Yamich, Niagara-on-the-Lake

cc.: Donna Herrington, THG

Date: March 7, 2007

Subject: THG Agreement



Attached is the agreement you all have been waiting for.

Handwritten signature of Gary D. Shay in cursive script.

Gary D. Shay,
Town Manager

Service Contract Agreement

THIS AGREEMENT MADE AS OF THE 1st DAY OF February 2007

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 Twenty-Six Thousand (\$26,000) 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 Two Thousand Six Hundred Sixty-Six Dollars and Sixty- Six Cents (\$2,166.66) 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 - | \$ 900 |
| Marketing and Community Outreach - | \$1,200 |
| Transportation - | \$2,400 |
| Meeting Accommodations - | \$1, 300 |

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 December 21, 2006 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 December 21, 2006, 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 2007 Year Priorities
 - v) Provide an Accessibility Plan Progress Report
- 3) Prepare and submit required 2007 Year Plans to THE MUNICIPALITY
- 4) Submit the 2007 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, 2007 and expire January 31, 2008

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.

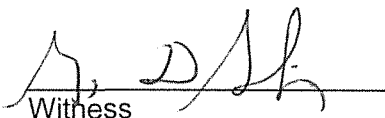
ARTICLE 14- HEADINGS

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

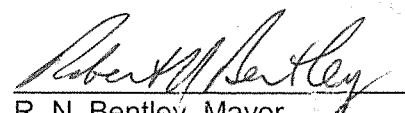
15.01 This Agreement embodies the entire agreement of the parties with regard to the matters contained herein, and no other agreement, representation or warranty shall be deemed to exist as entered into in writing by both parties to the Agreement.

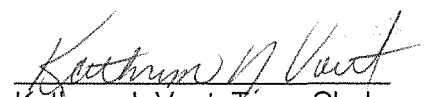
SIGNED, SEALED AND DELIVERED this 5TH day of FEBRUARY, 2007:


Witness

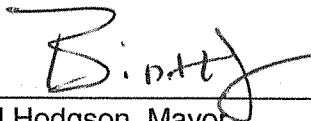
The Corporation of the Town of Grimsby


Donna L. Herrington
The Herrington Group

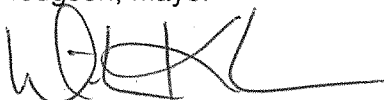

R. N. Bentley, Mayor


Kathryn J. Vout, 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

G. Burroughs, Lord Mayor

H. Dowd, Clerk

The Corporation of the Town of Pelham

Dave Augustyn, Mayor

Cheryl Miclette, Clerk

The Corporation of the City of Thorold

Henry D'Angela, Mayor

John K. Bice, Clerk

The Corporation of the Township of West Lincoln

Katie Trombetta, Mayor

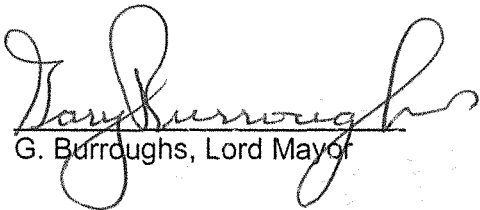
Carolyn Langley, Clerk

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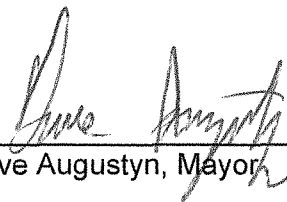
William Kolasa, Clerk

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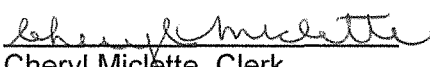
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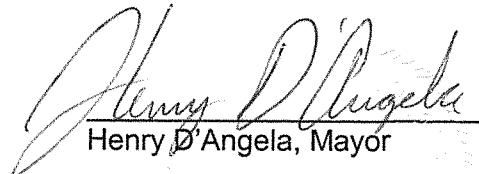
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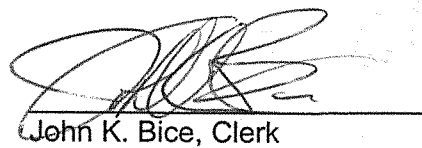
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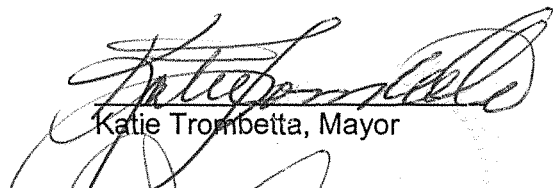
Cheryl Mickle, Clerk

The Corporation of the City of Thorold

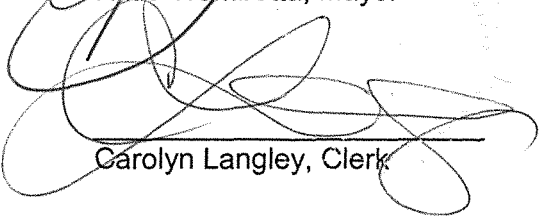
Henry D'Angela, Mayor

John K. Bice, Clerk

The Corporation of the Township of West Lincoln



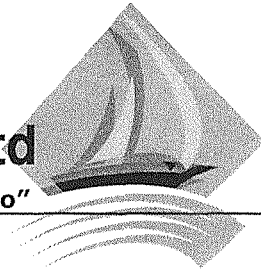
Katie Trombetta, Mayor



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 2007-2008 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:
December 21, 2006**

**Donna L. Herrington
Senior Planner**

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Section 1.0 Role of the Joint Accessibility Advisory Committee

The first standard of the Accessibility for Ontarians with Disabilities Act (AODA) will soon be released. This means that municipalities will soon be obligated to follow the directives of this legislation. The AODA requires the creation and submission of Accessibility Reports and compliance with released Accessibility Standards of the Minister of Community and Social Services. Municipalities continue to be required to maintain an Accessibility Advisory Committee and submit their Annual Reports for public review.

Therefore, the Joint Accessibility Advisory Committee (JAAC) of Lincoln, West Lincoln, Thorold, Pelham, Niagara-on-the-Lake, and Grimsby exists to oversee and advise municipalities on AODA compliance activities. Since 2003, the JAAC has had the support of a hired consultant to assist the group achieve its mandate. In general the consultant is responsible for coordinating meetings, drafting and disseminating minutes and other communication and preparing and presenting the Annual Accessibility Plan to Council.

Section 1.1 Filling Vacancies and Selection Process for Committee Members

The JAAC will continue to use the public relations methods and 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 2007-2008 Plan Priorities

The JAAC identified a number of priorities for the 2007-2008 Planning Year including:

- Completion of any outstanding accessibility audits of municipal properties or facilities
- Increasing public relations through promotion of success stories and profiling "access at work" in our communities (e.g. newspaper stories/editorials, follow up stories, Cogeco cable segments on access issues)
- Identifying and engaging local community supporters to speak to access issues in the mainstream
- Working with other Accessibility Advisory Committee's to create a National Access Awareness Week Event
- Evaluating the impact of the JAAC to date through a tactical review. This will include creating and promoting a list of "JAAC Accomplishments to Date"
- Promoting the AODA Customer-Service Standard (when released). This will include educating Council and the community at large about its impact and requirements
- Creating a JAAC brochure and other promotional material (e.g. awards for good access)
- Completing a Progress Report of activities achieved from previous Accessibility Plans
- Drafting and disseminating a 2007-2008 Accessibility Plan

Section 2.0 Activities for 2006-2007

To accomplish the identified priorities the consultant will provide the following services for the fee stated in Section 5.0

1. Coordination of scheduled JAAC meetings including:
 - Secure meeting location
 - Prepare and distributing meeting packages (agendas, minutes, materials for review)
 - Arrange committee member transportation
 - Attend JAAC meetings in the role of Secretary
2. Conduct outstanding audits and draft audit reports
3. Draft a media list to support the JAAC public relations efforts (outlined in Section 1.2)
4. Create a draft JAAC Brochure or other public relations materials based on the Committee's input and arrange its printing once finalized (outlined in Section 1.2)
5. Draft and disseminate List of Accomplishments as directed by the Committee
6. Collate, draft and disseminate Accessibility Plan Progress Reports
7. Draft, disseminate and present the 2007-2008 Accessibility Plan to Council

8. Submit the Accessibility Plan to the Ontario Accessibility Directorate
9. Complete any outstanding portion of training identified in the 2006-2007 Accessibility Plan (*No fee)

2.1 Other Services to Comply with the Customer-Service Standard of the AODA

Should additional services be required in order to comply with directives of the AODA (e.g. Customer-Service Standard compliance) the consultant can provide additional services. Draft Accessible Customer-Service Policy). Negotiation of fees, services and timelines between the consultant and the JAAC Administrative Committee will occur on a per-project basis.

2.2 Implementation Progress Updates

Legislation requires municipalities to report 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 2007 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.) |

2.4 Development of Accessibility Plan(s)

The consultant, in consultation with the JAAC, will draft the Accessibility Plan(s). The Plan(s) will meet requirements articulated in the AODA. Based on those requirements the Plan(s) may include:

- What progress has been made in removing identified barriers from previous Plan(s)
- What new barriers have been identified (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
- What positive and accessible elements were found and why they work
- Timeline for removing additional identified barriers (if available)
- Progress in complying with AODA Customer-Service Standard (and related reporting as outlined in the Standard)

2.6 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 2007). 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 2007. 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 and will travel to all JAAC catchment areas as required to complete contracted activities. JAAC meetings will take place at meeting space within the offices of one of the JAAC partner municipalities.

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 |
|--|--|
| Completion of Outstanding Training | January-February 2007 |
| Draft a media list and JAAC Brochure/Public Relations Materials | February-March 2007 |
| JAAC Public Relations Efforts | February – September 2007 |
| Progress Report Tool Dissemination | April 2007 (deadline July 31, 2007) |
| Conduct Outstanding Audits and draft Results | May 2007 |
| Draft and Disseminate List of Accomplishments | June 2007 |
| Development of JAAC Accessibility Plan(s) and | July -September 2007 |
| Meeting with Senior Staff Presentation of Plan(s) to Council | September 2007 |
| Submission of Plan(s) to Accessibility Directorate and Public Release of Plan(s) | October 2007 |
| Development of JAAC 2008-2009 Planning Priorities | November – December 2007 |

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, Brock University, the City of Hamilton, the Township of Woolwich, the City of Waterloo 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 is attached.

Section 5.0 Budget

| <u>Expense</u> | <u>Amount</u> |
|----------------------------------|---------------|
| Postage/Printing/Office Supplies | \$900 |

| | |
|----------------------------------|---------------------------|
| Marketing and Community Outreach | \$1,200 |
| Transportation | \$2,400 |
| Meeting Accommodations | \$1,300 |
| Consultant's Fee | \$26,000 |
| | <i>** GST to be added</i> |
| TOTAL | \$31,800 |

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

Narrative Explanation of Proposed Budget

Postage/Printing/Copying/Office Supplies - \$900

This figure is based on previous spending and projected needs calculated at approximately \$75/month. Costs included here also account for the production of training resources and toolkits.

Marketing and Community Outreach- \$1,200

This budgeted amount relates to the committee's outreach activities. It includes the production of a JAAC brochure 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.

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 - \$26,000

This fee is calculated on a reduced rate of \$40/hour and includes services as outlined in Section 2.0 of this proposal. 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)

Appendix B

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”, Universal Design 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 Niagara Centre for Independent Living. 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 Niagara Chapter of the DisAbleD Women's Network.
- **Results-driven;** secures large contracts. Successfully increased organizational revenue by 36%

Employment History

Senior Planner/Owner
The Herrington Group Ltd
St. Catharines, Ontario

2000-Present

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

Client History:

- City of Waterloo, Accessibility Audit of Municipal Facilities in Compliance with the Accessibility for Ontarians with Disabilities Act
- Township of Woolwich, Accessibility Audit of Municipal Facilities in Compliance with the Accessibility for Ontarians with Disabilities Act
- Canadian Association of Independent Living Centres, Project Evaluation - Healthy Lifestyles for Independent Living
- Brock University, Accessibility Audit and Development of Accessible Design Standards Project in Compliance with the Accessibility for Ontarians with Disabilities Act
- Joint Accessibility Advisory Committee (Thorold, Pelham, Lincoln, West Lincoln, Grimsby, Niagara-on-the-Lake), Project Consultant, Accessibility for Ontarians with Disabilities Act Legislative Compliance - Accessibility Policy Development, Disability Knowledge –Base Training and Tool Development and 2006-2007 Accessibility Plan.
- Canadian Tourism and Human Resources Council Accessible Property Standards Update –Access Canada Hotel Program in Partnership with DesignABLE Environments Inc.

- Start Me Up Niagara, Strategic Planning Sessions
- 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 College

Welland, Ontario

- Instructor of "Strategic Planning Workshop" and Strategic Planning "Train-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
Niagara Centre for Independent Living
St. Catharines, Ontario

1993-2003

“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”, **2002**
The Herrington Group, St. Catharines, ON

Recent Community Involvement

| | |
|---|------------|
| Member, <u>Niagara Grant Review Team</u> , The Ontario Trillium Foundation | Present |
| Member, Board of Directors AIDS Niagara | 2005-2006 |
| Member, <u>Board of Directors</u> Consumer/Survivor Initiative of Niagara Chairperson of Human Resources Committee | 2003- 2006 |
| Member, <u>Technical Advisory Committee</u> Design Exchange – Universal Design Professional Development Series Project | 2004-2005 |
| Member, <u>Research and Policy Committee</u> , Canadian Association of Independent Living Centres | 2003-2006 |
| Persons with Disabilities Director, <u>Board of Directors</u> Niagara Training and Adjustment Board | 2001-2006 |
| Member, <u>Advisory Committee</u> Niagara Centre for Community Leadership – Niagara College | 2000-2005 |

References Available Upon Request