

Service Contract Agreement

THIS AGREEMENT MADE AS OF THE 21st DAY OF January 2008

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-Eight Thousand (\$28,000) 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 Three Hundred Sixty-Six Dollars and Thirty-Three Six Cents (\$2,333.33) 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 -	\$ 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.

- 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.

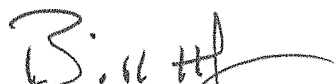
ARTICLE 9 – AGREEMENT BINDING


- 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

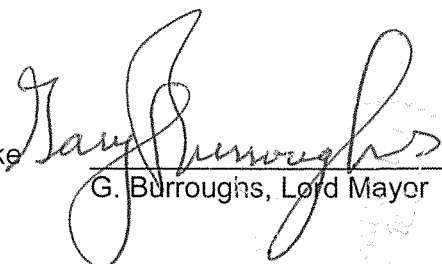
- 10.01 Time shall be deemed to be of the essence of the Agreement provided that the time for completing the work, which has been or is likely to be delayed by reason of any cause beyond the reasonable control of THG shall be extended by a period equal to the length of the delay so caused, further provided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


The Corporation of the Town of Lincoln


Bill Hodgson, Mayor

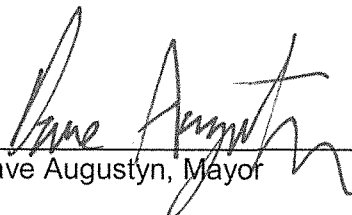

William Kolasa, Clerk

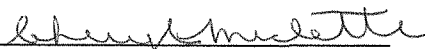
The Corporation of the Town of Niagara-On-The-Lake


G. Burroughs, Lord Mayor

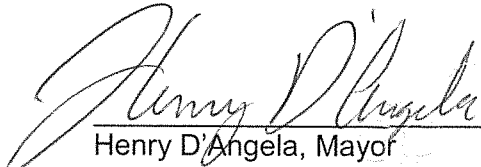

H. Dowd, Clerk


The Corporation of the Town of Pelham


Dave Augustyn, Mayor

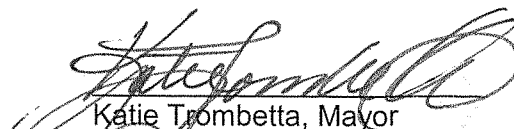

Cheryl Miclette, Clerk

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

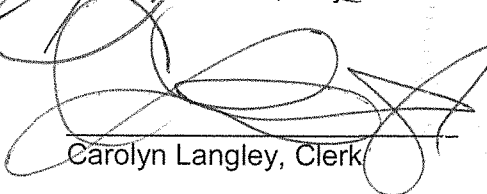

Carolyn Langley, Clerk

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- 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 2008-2009 Plan Priorities

The JAAC identified a number of priorities for the 2008-2009 Planning Year including:

1. Conduct a policy review of JAAC partner municipalities to determine where barriers for people with disabilities might exist and/or to determine where gaps in policy may result in barriers
2. Conduct literature review to determine best practices in accessibility-related policy, particularly in relation to customer service
3. Draft policies, practices and procedures governing the provision of goods or services to persons with disabilities for review and acceptance by JAAC partner municipalities. Policies will address requirements of CS 429/07 including:
 - Permitting customers to use assistive devices when accessing services
 - Permitting customers with disabilities who have support persons or service animals to use them while accessing goods or services in premises open to the public
 - Clarifying what admission fees are charged, including what admission, if any, would be charged with respect to a support person. Also indicating how advanced notice of admission will be provided
 - The manner in which alternate formats for communication will be provided and the time frame expected for provision of such formats
 - How notice will be provided when accessibility to services or facilities for customers with disabilities is temporarily disrupted
 - Establishing an accessible feedback mechanism for the municipality to take action on complaints
 - Drafted policies will be consistent with the following principles outlined in CS 429/07:
 - the goods or services must be provided in a manner that respects the dignity and independence of persons with disabilities
 - the provision of goods or services to persons with disabilities and others must be integrated unless an alternative measure is necessary, whether temporarily or on a permanent basis, to enable a person with a disability to obtain, use or

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 has produced a progress reporting tool and will disseminate it for updating and inclusion into the annual Plan. 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).

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

Marketing and Community Outreach	\$1,200
Transportation	\$2,400
Meeting Accommodations	\$1,300
Consultant's Fee	\$28,000
	<i>** GST to be added</i>
TOTAL	\$33,800

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

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.

**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)

- 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

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 **2002**
Disabilities”, 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