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## **ASSOCIATION MANAGEMENT CONTRACT**

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**Association Concepts Inc. (Management Firm)**

**And**

**Canadian Condominium Institute – Grand River Chapter (Client)**

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**CONTRACT:** For Association Concepts Inc. (ACI) to provide association management services to the Canadian Condominium Institute – Grand River Chapter (CCI-GRC).

### **Duration of Contract**

This contract will be for a period of two years - (24) months, commencing on July 1, 2017 and terminating on June 30, 2019, unless terminated prior to this time under the terms noted in the cancellation clause. To ensure the continuity of service at the end of this contract, the contract will continue on a monthly basis until such time as a new contract is negotiated and finalized and/or the proper notification of cancellation is given.

### **Management Fee**

This fee includes all staff time, an Operations Manager who monitors, offers advice, and especially, provides creative input, support staff such as administrative assistants, accountants, and anyone else at the Association Concepts Inc. office required to fulfill any consultation on ongoing project management of the Chapter. The fee outlined below includes all transitional activities outlined in Appendix C.

The Management fee for year one (1), **July 1, 2017 to June 30, 2018** is \$50,500 per year + HST. This is for all management and operational responsibilities outlined in Appendix A and Appendix B with the exception of the "Cost based on Usage" items outline.

Any other responsibilities requested by the client not outlined in Appendix A will be negotiated at an additional fee.

**The total fee is \$50,500 per year or \$4,208.33 per month + HST.**

The Management fee for year two (2), **July 1, 2018 to June 30, 2019** is \$51,700 per year + HST. This is for all management and operational responsibilities outlined in Appendix A and Appendix B with the exception of the "Cost based on Usage" items outline.

Any other responsibilities requested by the client not outlined in Appendix A will be negotiated at an additional fee.

**The total fee is \$51,700 per year or \$4,308.33 per month + HST.**

### **Management Responsibilities – (Appendix A)**

Operational Responsibilities attached.

### **Operational – (Appendix B)**

This covers overhead such as office facilities, telephone, supplies, equipment, furniture, human resources, accounting, education, etc. The use of the Association Concepts Inc. boardroom is gratis to all clients. The yearly operation fee is \$2,500 per year.

### **External Services**

Volume discounts are negotiated based on the cumulative buying power of all Association Concepts Inc. clients and are passed on to the client as a benefit of our services such as stationery, printing, courier, graphic design, website design, etc. All suppliers submit their invoices directly to the client.

### **Intellectual Property**

It is understood that all information and intellectual property of CCI-GRC will be kept confidential and shall at all times remain the property of the Chapter. Association Concepts Inc., on behalf of itself and those for whom it is in law responsible shall maintain all information provided to it by the Chapter in confidence, and not release it or use such information or records of the Chapter outside the ordinary course of business in managing the activities of the Chapter without the consent of the Chapter. This obligation shall survive the termination of this Agreement. All hard copy files and electronic data remain the property of CCI-GRC.

### **Employee Solicitation**

The Chapter agrees that during the term of this Agreement, and during the six (6) month period commencing upon the expiration of this Agreement, whether by lapse of time, termination by either of the parties, default, or otherwise, the Chapter will not employ or attempt to employ or assist anyone else to employ any person who is at such time, or at any time during the preceding year was, an employee or consultant of Association Concepts Inc. As used in this Section, the verb "employ" shall include its variations, for example, retain, engage or conduct business with.

### **Authorized Agent**

The Chapter authorizes designated employees of Association Concepts Inc. to act on behalf of the Chapter as its agent for the performance of services contemplated by this Agreement, including but not limited to contracting with third parties on behalf of the Chapter or taking any other action designed to benefit the Chapter. Association Concepts Inc. undertakes to act on behalf of the Chapter in good faith and in the best interest of the Chapter and it is agreed and understood that Association Concepts Inc., its directors, officers and employees shall not be responsible for any claims made against or losses suffered by the Chapter arising from such approved activities undertaken in good faith and within the scope of the authorized agency.

### **Indemnification**

The Chapter shall indemnify, relieve, and hold harmless Association Concepts Inc. including its officers, directors, employees, representatives and agents from any and all actions, causes of action, claims, demands, losses, damages, expenses or liabilities of whatsoever kind and nature, including judgments, interest, and lawyer fees, and all other associated costs, expenses and charges in defence of litigation or as a result of litigation which they may incur for any reason in carrying out the terms and obligations and conditions of this agreement, except where incurred because of any breach by them of obligations hereunder, or wilful misconduct or criminal acts or criminal failure to act on the part of them. Association Concepts Inc. agrees that it shall promptly notify the Chapter of any adverse claim of which it has knowledge including any actual lawsuits pending or any threatened law- suits or litigation. In providing the indemnification hereinbefore set forth, the Chapter shall have the right to select legal counsel, direct the defence of such litigation and enter into a settlement as the Chapter

sees fit. Association Concepts Inc. and any other party relying upon the indemnification herein contained shall provide complete cooperation to the Chapter, its lawyers and representatives. It is agreed and understood that Association Concepts Inc. shall be solely responsible for wilful misconduct, criminal acts or criminal failure to act in its part.

**Cancellation for Cause**

Either party may terminate this Agreement for material non-performance of this Agreement. The party claiming breach of a material provision shall provide written notice of the claimed breach to the other party, and the other party shall have thirty (30) days after receipt of said notice to cure the claimed breach. If the breach is not cured within said period, the party not in breach may at its option terminate this Agreement without further obligation, penalty or liability on the part of the party not in breach, beyond completed work in progress to the date of termination, but without limiting the other rights and remedies of the party not in breach against the party in breach.

**Cancellation by Association Concepts Inc. or CCI-GRC**

Either party may cancel this Agreement at any time by giving not less than ninety (90) days-notice in writing to the other party specifying the date of cancellation. Cancellation by either party hereunder shall not absolve the Chapter of its obligation to pay Association Concepts Inc. all fees, expenses, and compensation of any sort incurred up to the effective date of said cancellation.

**Governing Law**

This Agreement has been executed in Ontario and shall be interpreted according to the laws of Ontario and Canada.

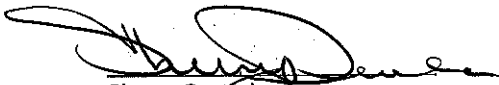
**Modification**

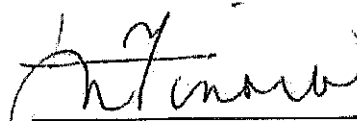
This Agreement constitutes the entire agreement between the parties and may not be altered or amended unless by written agreement signed by both parties.

**Successors and Assigns**

This Agreement shall be binding upon the parties hereto, their legal representatives, successors, and assigns and the parties do hereby covenant and agree that they, their legal representatives, successors and assigns will execute any and all papers or documents that may be required of them in accordance with this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

  
Sherry Denesha  
President & CEO  
Association Concepts Inc.

  
Maria Finoro, President  
CCI-GRC

Date: 3/17/17

Date: Mar 16/17

# CCI-GRC MANAGEMENT RESPONSIBILITIES

(Appendix A)

## **General Management**

- General Management
- Responding to telephone/voice mail enquiries not requiring the attention of the Board; those enquiries referred to appropriate Director
- Referring all incoming correspondence to appropriate Director
- Develop and maintain policies relating to not for profit legislation
- Development and maintenance of all relevant files (ie financial documents, minutes, etc.)
- Update content management website as required.

## **Financial Management**

- Accounts payable / accounts receivable
- Courier cheques monthly to Treasurer or President for signature, as required
- Preparing journal entries and producing monthly financial statements for previous 2 months – 2 weeks prior to Board Meeting for Finance Committee to review
- Annually preparing financial statement working papers for outside accountants to review all accounts; discussion and preparing necessary documents for year-end review/audit
- Emailing monthly financial statements to Treasurer/President, responding to questions and making revisions, if required
- Provide upon request to finance committee a detailed GL, which includes Vendor name, payment type, date and amount.
- CCI-GRC Stripe credit card account will be used to process all credit card payments

## **Membership Administration**

- Annual membership renewals – programming, printing and disseminating (first, second and third notices)
- Send acknowledgment letter, receipt and membership seal
- Process and deposit payments
- Produce membership reports/statistics for monthly board meetings, or as required
- Respond to membership requests and inquiries
- Maintain accurate database – reconcile with CCI National membership invoices
- Work with Membership Chair to develop and disseminate membership promotional pieces
- Maintain non-member email list which forms part of the chapter's records and that intellectual property includes all historical, raw data that belongs to the chapter including all electronic data.

## **Operations Management**

- Provide administrative support including, but not limited to, preparation of reports, correspondence, meeting notices, minutes and news releases
- Respond to incoming correspondence, referring matters to appropriate Board members when required

## **Board Administration**

### *Board Meetings (10 times per year)*

- Prepare Notice of Board of Directors meetings and develop agendas for approval by the President
- Send notice and reminders to Directors
- Ensure all required reports are prepared and posted on the virtual boardroom
- Attend meetings via conference call or in person, record and produce minutes with distribution to Directors in a timely manner
- Notify Directors of ongoing activities/correspondence
- Respond to general inquiries and requests of Board members

### *Annual General Meeting*

- Prepare and disseminate Notice of Annual General Meeting to members and develop agenda for approval by the President
- Prepare and distribute required reports (agenda, previous minutes, year-end financial report, nomination report)
- Attend meeting, record and produce minutes

### Committee Meetings

- Attend meetings via conference call to listen, offer advice and have the knowledge of what is going on to offer suggestions and support. AC to arrange for skype services whenever possible.

### Function Management - Communications

#### Newsletter

- Co-ordinate advertisements with Editor
- Track and collect advertisement payments; invoice when necessary; collect artwork
- Proof and edit copy
- Co-ordinate distribution to membership

#### Website

- Maintain content and update content (any programming or changes to structure are done through 3<sup>rd</sup> party and billed directly)
- Provide periodic reports to Board regarding website statistics

#### Virtual Boardroom

- To maintain the password protected Virtual Boardroom on the GHC Website for the use of the Board of Directors
- To ensure all material for an upcoming Board meeting is posted in advance of the meeting, in a prescribed manner
- To ensure all material from previous Board meetings is archived and contains minutes that evolved from those meetings

### Operations Management – Committees

*(Communications, Education, Membership, Social Media, Directory, etc.)*

- To act as a resource for all Chapter committees, as required
- Attend all committee meeting via conference call to offer knowledge of other committee events/direction etc.

### Function Management – Directory Publication

- Co-ordinate advertisements with Directory Editor
- Track and collect payments for advertising; invoice when necessary; collect artwork
- Ensure information on database for Professional Trade members is accurate; send confirmation of listing information to all Professional and Sponsor members for verification
- Input all additions, deletions and revisions into database
- Forward artwork to graphic designer; proof and edit
- Co-ordinate distribution of Directory to membership

### Events Management

#### Seminars

- Negotiate and arrange appropriate venue facilities and catering requirements
- Design, produce and distribute seminar flyer
- Co-ordinate topics/speakers as required
- Send regular e-blasts
- Work with other chapters to promote events
- Process payments received via on-line secure server, credit cards, cheques
- Respond to all registrants inquiries and requests
- Arrange AV equipment, co-ordinate speaker bios, photos, and handout materials as required
- Provide registration lists and other required materials to on-site staff
- Post seminar administration includes reconciliation, attendance and financial stats reports and follow up on attendee requests

#### Education

- Negotiate and arrange appropriate venue space for each course
- Contact and confirm presenters for each course
- Forward applicable course material to each course presenter – relevant to the session they present
- Design and produce course flyers – work with graphic designer and printer
- Promote courses through e-blasts and general mailings
- Respond to all registrant inquiries
- Process payments received via on-line secure server, credit cards, cheques

- Follow up with speakers to confirm AV requirements, additional handout material and current bios
- Produce and print course material
- Provide registration list and other course materials to on-site staff
- Oversee preparation and distribution of certificates at end of course
- Post course, administration includes reconciliation, attendance and financial stats reports and follow up on attendee requests

**Consultation**

- Consultancy, guidance and support at executive and managerial levels in administration, organization, finance and legal matters. Expertise in many specific areas as a result of vast experience acquired with many different organizations for which we have worked for many years.

**Costs based on Usage**

Postage – at cost

Staff travel (car) – @ \$0.55/km

In-house translators - correspondence, etc. - no cost

Photocopying/Scanning – \$0.20/page based on usage

Facsimile – @ \$0.50/page; outgoing faxes only; no cost for incoming faxes

**Operations – Includes****Treasury Account**

- Fee charged by BMO for a client under the ACI Treasury Umbrella account; to receive 2% above prime on all money in client's chequing account, above \$5000. No additional charges for monthly cheques, deposits etc.

**Facilities/Storage**

- Centralized mailing address, telephone answering and meeting facilities
- Office and building have physical security in place; access to building is controlled on weekends and after hours on weekdays; CCTV cameras monitor building's lobby, stairwells and hallways. Access to office is electronically protected 24/7. Both building and office are fire alarm and sprinkler equipped. Cleaning staff are bonded and insured.
- Client storage available onsite; maintenance of seven years of accounting records required by CRA

**IT Support*****(Technical Infrastructure/Risk Management/Disaster Recovery)***

- Technological infrastructure: databases, web servers, individual desktops, software licensing, continual back-ups of databases, email and key centralized data, emergency service for server outages, custom emails, list servers, on-line event registration and membership renewals, and e-commerce. Have both internal and external service providers to maintain and upgrade hardware and software and manage disaster recovery program.
- Microsoft Office – WORD, EXCEL, Outlook, PPT – ensure latest security patches and service packs are applied, and for Outlook, extra steps regarding spam and other dangerous email
- Monthly internet charges including monthly bandwidth use; wireless internet available to board members while visiting office
- Cost and maintenance of all network equipment; cost and maintenance of all desktop computers, laptop, software licenses (including ACCPAC, Microsoft Office, Dovico Timesheets, Survey Monkey) and printers
- Client dedicated email address
- Maintain two (2) in-house servers: one which hosts Microsoft Exchange and email exchange, the other hosts software providing basis for network/database storage. Software and service packs applied as necessary
- Disaster recovery: network protected from external intrusion by combination firewall and spam filter; desktops all password protected with stringent password protocol; backups done (database, storage, email) to minimize data loss and ease data recovery; paper files are backed up electronically, minimizing loss due to fire or other damage
- Computers protected by anti-virus/anti-malware software and regular scans; virus and malware definitions are automatically updated daily; hardware spam filter used to restrict harmful emails and spam management for all desktop email

**Telephone**

- Cost for use of VoIP technology, and equipment, and service provider to enable calls to/from traditional phone service users
- Includes voice mail tree, personalized messages, never rings busy, no additional long distance charges or fees for multiple telephone lines
- Provides phone number portability allowing clients to retain their association number

**General Office Supplies**

- Cost of toner, paper, tape, staples etc.

- File for new HST number through CRA
- Arrange insurance coverage for new Chapter
- Create new logo
- Create new policies & procedures
- Create new membership forms / course forms / course certificates
- Setup new board listings
- Setup new committee listings
- Work with webmaster on creation of new website (content updating done by ACI, not any programming)
- Obtain new address (post office box)
- Setup mail forwarding to Markham address
- Setup new phone number
- Setup new membership database in conjunction with programmer
- Setup invoices/renewals letters etc.
- Setup financial statements / chart of accounts
- Setup bank account
- Setup new signing authority