

TERMS OF ASSOCIATION

THIS AGREEMENT made this 1st day of September 2022,

AMONG:

THE JOHN HOWARD SOCIETY OF ALBERTA, registered as a Society under the laws of the Province of Alberta (hereinafter referred to as "the Provincial Society")

AND:

THE CALGARY JOHN HOWARD SOCIETY, registered as a Society under the laws of the Province of Alberta, in the City of Calgary, in the Province of Alberta.

AND:

THE EDMONTON JOHN HOWARD SOCIETY, registered as a Society under the laws of the Province of Alberta, in the City of Edmonton, in the Province of Alberta.

AND:

THE JOHN HOWARD SOCIETY OF GRANDE PRAIRIE, registered as a Society under the laws of the Province of Alberta, in the City of Grande Prairie, in the Province of Alberta.

AND:

THE LETHBRIDGE JOHN HOWARD SOCIETY, registered as a Society under the laws of the Province of Alberta, in the City of Lethbridge, in the Province of Alberta.

AND:

THE JOHN HOWARD SOCIETY OF RED DEER, registered as a Society under the laws of the Province of Alberta, in the City of Red Deer, in the Province of Alberta.

AND:

THE JOHN HOWARD SOCIETY OF COLD LAKE, registered as a Society under the laws of the Province of Alberta, in the City of Cold Lake, in the Province of Alberta.

(Hereinafter collectively referred to as the "Local Societies")

WHEREAS the Provincial Society and the Local Societies share common objectives; and

WHEREAS all Societies acknowledge their mutual desire to work collectively and individually within a collaborative relationship to achieve all goals determined by all Societies; and

ACKNOWLEDGING the need to ensure that government at all levels and the public are fully, properly and consistently informed of the policies, traditions, and positions espoused and advocated by all Societies; and

ACKNOWLEDGING the mutual and reciprocal accountability of all Societies for the mission entrusted to all John Howard Societies in Alberta; and

DESIRING to introduce a fair and effective procedure to resolve, in a timely manner, disputes that may arise between any of the Societies; and

WHEREAS the Parties have deemed it expedient and in their mutual interest to set forth the contractual terms and relationships between any of the Societies,

NOW in consideration of the foregoing and in consideration of the terms, conditions and covenants hereinafter set forth, they mutually covenant and agree together as follows:

DEFINITIONS

“Director” – refers to a director of the Provincial Board;

“Judicial District” - refers to the Judicial District boundaries established by the Province of Alberta;

“Local Board” - refers to the Board of Directors of any one of the Local Societies referred to in this Agreement;

“Local Society” - refers to any one of the Local Societies referred to in this Agreement;

“Objects” - refers to the legally registered objects or objectives required by the *Societies Act* (Alberta);

“Provincial Board” - refers to the Board of Directors of The John Howard Society of Alberta;

“Provincial Society” - refers to The John Howard Society of Alberta; and

“Societies” - refers to the Provincial Society and Local Societies collectively, and Society refers to any of the Societies.

INCORPORATION

1. All Societies must be incorporated under the Societies Act of Alberta.

OBJECTS

2. All Societies shall adopt or shall have adopted the following Objects:

“The prevention of crime through:

- (a) the development and implementation of improved policies and techniques within the Criminal Justice System,
- (b) the provision of services to those in contact with the law, which may include the provision of community residential services to ex-offenders,
- (c) the promotion of awareness within society of those circumstances that contribute to crime, and
- (d) the promotion of acceptance of responsibility and accountability of society to change those circumstances that contribute to crime.”

PROVINCIAL BOARD

3. (a) There shall be a Provincial Board composed as follows:

- (i) The President;
- (ii) One member from each Local Board; and
- (iii) The executive director of the Provincial Society;

and may include the most recent past president of the Provincial Society.

- (b) Each Provincial Board member shall be nominated by their constituent Society and elected by the Provincial Society.
- (c) The executive director and, when applicable, the past president of the Provincial Society shall be ex-officio, non-voting members of the Provincial Board.

BY-LAWS

4. Each Society agrees that its bylaws shall not conflict with these Terms of Association and, if they do, the Society shall amend its bylaws to so conform.

ASSETS

5. Assets of each Society are owned and held in the name of that Society.

FINANCIAL AFFAIRS

6. (a) In the conduct of its financial affairs:
- (i) each Local Society shall pay annually to the Provincial Society the membership fee payable pursuant to clause 13 hereto. The fees are required as an acknowledgement of the desire to associate and cooperate with all Societies in the joint use of the name "THE JOHN HOWARD SOCIETY." Upon application by a Local Society, its annual fee or a portion thereof may be waived by regular vote of the Provincial Board, provided, however, that the Provincial Board member representing the Local Society requesting waiver must abstain from any such vote;
 - (ii) each Local Society shall pursue its Objects and conduct its business solely from its own financial resources and may enter into contractual and other legal relationships, consistent with its Objects and powers, provided all financial obligations thereby incurred remain its responsibility;
 - (iii) where funding is sought by the Provincial Society for projects involving one or more of the Local Societies, the Local Societies and Provincial Society shall cooperate in the coordination of funding requests and submissions; and
 - (iv) each Local Society shall have the sole right to solicit funds from sources operating solely in its own Judicial District and such other area as the Local Societies and the Provincial Society may determine by agreement from time to time.
- (b) The Provincial Society shall pay costs of Provincial Society meetings.

REPORTING REQUIREMENTS

7. (a) The Provincial Society shall have access to copies of the following documentation of Local Societies set out below, at all times during regular office hours:
- (i) annual reports and audits, including yearly program updates;
 - (ii) annual board and membership lists; and
 - (iii) such reports, letters, or other documents which may be requested from time to time by the Provincial Society, excluding confidential personnel documents,
- and requests for such access may not be unreasonably refused.
- (b) The Provincial Society shall receive:
- (i) notices of Local Society annual general meetings; and
 - (ii) notices of Local Society by-law amendments.
- (c) The Local Societies shall have access to copies of the following documentation of the Provincial Society set out below, at all times during reasonable office hours:
- (i) all material distributed to the Directors, excluding confidential personnel matters, including board agenda packages, minutes of board and committee meetings, and attachments to these documents;
 - (ii) annual reports and audits;
 - (iii) annual board list; and
 - (iv) such reports, letters, or other documents that may be requested from time to time by the Local Societies, excluding confidential personnel documents.
- and requests for such access may not be unreasonably refused.
- (d) The Local Societies shall receive:
- (i) notices of all Provincial Society annual general meetings; and
 - (ii) notices of all Provincial Society by-law amendments;

PROGRAMS

8. (a) Programs conducted and offered by all Societies shall be consistent with the Objects.
- (b) Each Local Society shall be responsible for the programs operated within its own Judicial District. A Local Society shall only establish a program in a Judicial District in which another Local Society is responsible for operating programs with the agreement of that Local Society.

PERSONNEL

9. The Societies shall, where permitted by law or regulation and where such cooperation is deemed of benefit to all parties, become party to all employee benefit programs developed and implemented by the Provincial Society.

POLICY STATEMENTS

10. (a) The Provincial Society shall be the primary spokesperson for all Societies on policy matters of a Provincial and National nature.
- (b) The Local Societies shall be the primary spokespersons for policy on local issues provided such policy statements are consistent with those of the Provincial Society.
- (c) Policies shall be developed by the Provincial Society in consultation with Local Boards and shall reflect the collective views of all Societies, where they choose to participate. Policies will be approved by the Provincial Board.

BREACH OF THE TERMS OF ASSOCIATION

11. (a) A complaint of an alleged breach of any term, condition or covenant contained in this agreement shall be made, in writing, to the Provincial Board.
- (b) If the Provincial Board is satisfied after appropriate discussion and investigation with the Local Board that the Local Society is in breach of any term, condition or covenant herein, it may request, in writing, that the Local Board take immediate corrective action and report on that action and outcome to the Provincial Board;
- (c) If the Local Board disputes the breach of this Agreement as determined by the Provincial Board or if the Local Board refuses to comply with Clause 11(b), the matter shall be resolved in accordance with the dispute resolution provisions contained in Section 12 of this Agreement.

- (d) If a Local Board is satisfied after appropriate discussion and investigation with the Provincial Board that the Provincial Society is in breach of any term, condition or covenant herein, the parties shall enter into the dispute resolution provisions contained in Section 12 of this Agreement.

DISPUTE RESOLUTION

12. For the purposes of resolving disputes, the parties agree;
- (a) to suspend operation of a disputed program or a policy which is in contravention of the Objects or is deemed to be detrimental to the interests of the Societies until the dispute is resolved,
 - (b) to resolve any differences by negotiation. Neither party will initiate any other procedure until negotiations have exhausted all reasonable possibilities of resolution. The president or board chair of either party may, at their sole discretion, give written notice to the other party that the dispute must be referred to mediation as described in Section 12
 - (c) to appoint a mutually agreed upon mediator in the event that negotiations fail. If no agreement is reached through mediation, the mediator shall disclose only this fact and make no report unless otherwise directed by both parties,
 - (d) that if it is unreasonable to expect a difference between the parties to be resolved by negotiation or mediation, then either party, on 60 days' notice to the other party, may submit the matter to arbitration,
 - (e) that any arbitration shall be conducted in accordance with the *Arbitration Act* of Alberta. The arbitration shall be final and binding on the parties,
 - (f) that all costs associated with mediation and arbitration, including reasonable travel and accommodation costs for the parties involved, shall be split evenly between the parties unless determined otherwise by the Arbitrator, and
 - (g) that arbitration shall take place in a location mutually acceptable to both parties or, failing that, at a location designated by the Arbitrator.

FEES

13. From and after January 1, 2014, the membership fee payable annually by each Local Society shall be equal to one percent (1%) of such Local Society's annual operating budget for the relevant accounting year, provided however that such amount shall not, in any event, exceed a maximum annual membership fee of ten

thousand dollars (\$10,000.00), and on January 1, 2015 and on the first day of each calendar year thereafter, such maximum annual membership fee shall be adjusted in accordance with the Consumer Price Index (Edmonton, Alberta). – See Appendix A

TERMINATION

14. (a) In the event that a Local Society wishes to terminate its involvement in this Agreement, the parties agree to deal with the matter as a dispute and follow the resolution mechanism in Section 12.
- (b) In the event that the resolution mechanism fails to resolve such dispute and a Local Society terminates its involvement in this Agreement, the Local Society agrees to forthwith change its name and cease to use “John Howard” in its name and its operations.
- (c) In the event that any Local Society terminates its involvement in this Agreement, clauses 5 and 14(b) of this Agreement shall survive such termination and continue to be binding upon the parties hereto and such Local Society.

COMPLETE AGREEMENT

15. All Societies acknowledge that, except as otherwise described in these Terms of Association, there are no other agreements, collateral agreements, warranties or representations made by or with any other party or parties with respect to the subject matter contemplated herein and that these Terms of Association supersede and replace any other agreements, collateral agreements, warranties or representations previously made between any of the parties with respect to the subject matter contemplated herein.

SEVERABILITY

16. The invalidity or unenforceability of any provision of these Terms of Association shall not affect the validity or enforceability of any other provision.

ASSIGNABILITY

17. These Terms of Association shall ensure to the benefit and be binding upon the parties and their legal representatives, successors and assigns. These Terms of Association shall not be assignable without the expressed written consent of the Societies.

TIME IS OF THE ESSENCE

18. Time is of the essence.

NOTICE

19. Any notice or communication desired or required according to the terms of the Agreement shall be in writing and shall be deemed to have been served when delivered to the office of the party to whom notice is directed or four (4) business days after same shall have been mailed by pre-paid, first-class post in the Province of Alberta to the address of the addressee as follows:

The John Howard Society of Alberta
6909 116 St
Edmonton AB T6H 4P2

The Calgary John Howard Society
1000 – 4502 Builders Rd. SE
Calgary AB T2G 4C6

The Edmonton John Howard Society
#401, 10010 – 105 Street
Edmonton AB T5J 1C4

The John Howard Society of Grande
Prairie
#200, 10135 – 101 Ave
Grande Prairie AB T8V 0Y4

The Lethbridge John Howard Society
#07, 909 - 3 Avenue North
Lethbridge AB T1H 0H5

The John Howard Society of Red Deer
4916 - 50 Street
Red Deer AB T4N 1X7

The John Howard Society of Cold Lake
5220 54 Street
Cold Lake AB T9M 1W2

provided that any party may change its address for service by notice served as aforesaid and provided further, however, that at no time shall the address of the Provincial Society be outside the Province of Alberta nor that of the Local Society outside its Judicial District.

AMENDMENTS

20. Future amendments to this Agreement may take place with the unanimous approval of the signing parties to this Agreement. Each Society executing a proposed amendment must have first passed a written resolution authorizing its execution of such amendment.

REVIEW OF TERMS OF ASSOCIATION

21. The Terms of Association shall be reviewed every five years on or prior to the date that is five (5) years after the most recent review.

COUNTERPART EXECUTION

22. This Agreement may be executed in separate counterparts and delivered by facsimile and each counterpart when so executed and delivered will be deemed to be an original, all of which when taken together will constitute one and the same instrument. Production of an originally-executed or facsimile copy of each counterpart execution page will be sufficient to prove the execution and delivery of this Agreement. Any party hereto delivering this Agreement by facsimile undertakes to deliver, within a reasonable time, an executed original.

The undersigned hereby agree to be bound by the terms of this Agreement:

THE JOHN HOWARD SOCIETY OF ALBERTA

Per: _____ and Per: _____

Name: _____ Name: _____

Date: _____ Date: _____

THE CALGARY JOHN HOWARD SOCIETY

Per: _____ and Per: _____

Name: _____ Name: _____

Date: _____ Date: _____

THE EDMONTON JOHN HOWARD SOCIETY

Per: _____ and Per: _____

Name: _____ Name: _____

Date: _____ Date: _____

THE JOHN HOWARD SOCIETY OF GRANDE PRAIRIE

Per: _____ and Per: _____
Name: _____ Name: _____
Date: _____ Date: _____

THE LETHBRIDGE JOHN HOWARD SOCIETY

Per: _____ and Per: _____
Name: _____ Name: _____
Date: _____ Date: _____

THE JOHN HOWARD SOCIETY OF RED DEER

Per: _____ and Per: _____
Name: _____ Name: _____
Date: _____ Date: _____

THE JOHN HOWARD SOCIETY OF COLD LAKE

Per: _____ and Per: _____
Name: _____ Name: _____
Date: _____ Date: _____

ANNUAL CPI AT EDMONTON FOR CALCULATION OF MAXIMUM ANNUAL MEMBERSHIP FEES
PAYABLE TO THE JOHN HOWARD SOCIETY OF ALBERTA BY THE LOCAL SOCIETIES

APPENDIX A

Pursuant to Section 13 of the Terms of Association - "Fees"

"APPENDIX B"							
EDMONTON							
Consumer							
Annual End of Year	Price Index (CPI)	Annual Increase	Annual Percentage Increase	Effective Adjustment Date	Fiscal Year	Maximum Annual Membership Fees	Date to be Invoiced to Local Societies
2002	Base	100.0					
2003	105.3	5.3	5.30%				
2004	106.4	1.1	1.04%				
2005	108.6	2.2	2.07%				
2006	112.0	3.4	3.13%				
2007	117.4	5.4	4.82%				
2008	121.4	4.0	3.41%				
2009	121.6	0.2	0.16%				
2010	122.9	1.3	1.07%				
2011	126.0	3.1	2.52%				
2012	127.4	1.4	1.11%	Jan 1/14	2014	10,000	
2013	129.0	1.6	1.26%	Jan 1/15	2015	10,000	Sept / 2014
2014	131.8	2.8	2.17%	Jan 1/16	2016	10,217	Sept / 2015
2015	133.4	1.6	1.21%	Jan 1/17	2017	10,341	Sept / 2016
2016	134.9	1.5	1.12%	Jan 1/18	2018	10,457	Sept / 2017
2017	137.1	2.2	1.63%	Jan 1/19	2019	10,628	Sept / 2018
2018	140.8	3.7	2.70%	Jan 1/20	2020	10,915	Sept / 2019
2019	143.2	2.4	1.70%	Jan 1/21	2021	11,101	Sept / 2020
2020	144.7	1.5	1.05%	Jan 1/22	2022	11,217	Sept / 2021
2021	149.0	4.3	2.97%	Jan 1/23	2023	11,550	Sept / 2022

- NOTES:**
- 1 For practical purposes, the CPI increases cannot be determined in time to invoice the new maximum annual fees immediately following a current year. Therefore, the increases are to be imposed for the second year following the CPI calculation, in accordance with this schedule. Invoices for the revised maximum fees are sent to the Local Societies in the Fall of the intermediate year, as above, to meet budget requirements.
 - 2 No retroactive adjustments will be imposed upon the renewal of the Terms of Association in 2022.