

Shared Services Operational Agreement

Between:

Alberta Environment and Sustainable Resource Development
(ESRD)

-and-

Alberta Conservation Association
(ACA)

This agreement is made pursuant to the *Wildlife Regulation*, AR143/97 and the Memorandum of Understanding (MOU) between ESRD and ACA dated May 20, 2014.

Description

The Alberta Conservation Association (ACA), in its role as a delegated administrative organization (DAO) established under the Alberta *Wildlife Act* and *Wildlife Regulation*, requires access to ESRD resources in carrying out its delegated obligations. This Shared Services Agreement outlines the business practices and processes intended to facilitate the effective and efficient sharing of facilities, equipment, data, and other support required.

Outcomes

The following outcomes are expected through implementation of the Shared Services Agreement. These outcomes relate to the service provided in this agreement and provide a basis for monitoring success.

- (i) ACA and ESRD have timely and reliable access to shared resources required to effectively deliver delegated programs outlined under Program Agreements. These resources include facilities, equipment, data and training.
- (ii) ACA maintains an independent Information Technology (IT) system and e-mail identity.
- (iii) ESRD and ACA employ an integrated approach to addressing resource needs.
- (iv) Allocation of resources to program activities is maximized.
- (v) ACA is able to verify levy revenue for audit purposes.
- (vi) ACA is able to maintain separate office space within Government buildings in Rocky Mountain House and Peace River.

Program Elements

Office and Warehouse Space

ESRD agrees to sponsor ACA as a non-government user of government space (office, warehouse, etc) and to facilitate discussions between ACA and Alberta Infrastructure to develop occupancy agreements for each location where ESRD and ACA deem appropriate.

Notwithstanding any lease agreement, ESRD may make provisions for the use of additional space to meet the needs of delegated program activities.

Through the Joint programs Committee (JPC), ESRD will facilitate the separation of ACA office space from ESRD office space within the Peace River Government Building.

Telecommunications

Service Alberta (SA) coordinates the provision of telephone connections to each Alberta Government office occupied by ACA staff. ACA will be responsible for negotiating an agreement with SA and for the costs associated with telephone connections.

Information Technology

The following terms and conditions apply to the use of and access to Government of Alberta IT resources by ACA:

- (i) ACA will maintain an independent server for all ACA functions (file storage, email, etc).
- (ii) ACA will maintain all hardware and software required to deliver delegated obligations as set out in the MOU and associated Program Agreements
- (iii) ACA will not have access to ESRD software licenses, but may be able to negotiate software licensing under Government of Alberta licensing agreements with software suppliers and may discuss these opportunities with SA
- (iv) Through the JPC, ESRD agrees to facilitate discussions between ACA and SA in order to make reasonable arrangements for the following services:
 - a. Help desk and tech support
 - b. Access to data lines and network connections within GOA buildings in which ACA is a lessee
- (v) ACA will be responsible for ownership of and all costs associated with the operation of its information technology environment including: server maintenance, network connections, software licenses, hardware, and tech support.
- (vi) ESRD agrees to support and make reasonable efforts to facilitate ACA's use of the Supernet.

Database Access

The parties agree to ensure reasonable and shared access to all data and databases required to deliver the delegated obligations outlined in the MOU and associated Program Agreements, at a cost equivalent to that charged to any ESRD department. In some cases, use of these datasets will be subject to conditions, as required by GOA and third party ownership.

Suggested databases include, but are not limited to, the following:

- a. SDW base mapping data
- b. SDW property data
- c. SDW base features data
- d. Crown AVI
- e. FMA AVI
- f. Other Vegetation (e.g. Alberta Ground Cover Classification, Alberta Woodlot Inventory)
- g. Imagery – IRS, Landsat and Radarsat
- h. ESRD Fish and Wildlife – FWMIS
- i. Fish Culture Information System (FCIS)
- j. LSAS or GLIMPS (Alberta Energy)
- k. Internet Mapping Framework
- l. SPIN 2 (spatial information system)
- m. ESIS

Where ESRD maintains license agreements for use of databases maintained by third parties, ESRD will, where possible, provide ACA with timely and reliable access to these databases

Subject to the *Freedom of Information and Protection of Privacy Act* (FOIP Act), ACA will be granted access to both retrieve and upload information to the Fish and Wildlife Management Information System (FWMIS). ACA may be granted access to the LSAS database through ESRD's existing mechanisms, although permission may be required from the LSAS system authority, Alberta Energy. Should any of these databases be replaced by similar databases, the same conditions apply.

Subject to the FOIP Act, ACA will be granted access, where possible, to ESRD spatial data, respecting all terms, conditions, licenses, copyrights, disclaimers and guidelines in which ESRD department personnel are required to respect. In situations in which ESRD spatial data is proposed to be used for purposes in which organizations outside ESRD are involved, the ACA will be required to confirm with ESRD, all licensing conditions regarding the use of spatial data prior to its use.

The ACA IT Manager will be advised of relevant database updates at the same time similar notices are provided to ESRD staff. It will be the responsibility of ACA to ensure that their staff is aware of such notices.

Where the structure of the database allows and where ACA has been the principle source of the data, or have played an integral role in the development of the database, ESRD will reference and recognize ACA as the data source.

Access to data and databases will be at no additional cost. If specific expenses beyond normal operating costs are incurred, ACA will be responsible for a fee based on cost recovery.

Upon request (up to four times per year), ESRD will provide updates to ACA from the RELM database, of individuals who have agreed (through indication when purchasing or renewing their WIN card) to allow ACA access to their data. ACA will manage this data as required under the FOIP Act.

All data collected in carrying out ACA obligations as a DAO are the property of ESRD and such data will be provided to ESRD in an agreed to format, as determined by the Joint Programs Committee (JPC).

ESRD will provide verification of levy revenue from the RELM system on a yearly basis (no later than April 30 of each year, for the previous fiscal year). The information provided will include total licenses sold by category with corresponding levy associated with each category. This information will be used by ACA's external auditor to verify ACA's revenue from levy funds.

Training

Recognizing the many common skills required by ACA and ESRD staff, both parties agree to share training opportunities where possible and appropriate.

When courses are offered ad hoc by ESRD, ACA attendance may be offered at the JPC's discretion.

If ESRD arranges for third party courses for staff at a set cost, and space permits, attendance will be extended to ACA at no cost. If third party courses are provided to ESRD on a cost per user basis, then attendance will be extended to ACA on a user pay basis. ACA will provide reciprocal consideration to ESRD.

This agreement does not apply to personal and career development training that is not required for the delivery of delegated programs.

ESRD/ACA Support and Resources

Based on current technology the parties agree to allow reasonable access and use of each

other's assets such as copier and fax machines on an as available and agreed upon basis. As the Government adopts new technologies in this area, ESRD will share use with ACA as convenient and where it is consistent with the terms and conditions of the Information Technology section of this agreement.

Operating costs such as paper and toner will be shared on a mutually acceptable basis as agreed upon by the JPC.

Maintenance will be the responsibility of the party providing the support or resource.

In area offices where reception services are provided, these reception services will be provided to ACA under the same conditions that they are provided to ESRD staff.

General Government Support and Resource Services

In some cases (e.g. where ESRD and ACA are co-located) ESRD agrees to sponsor ACA as a non-government user of general government support and resource services, and to facilitate discussion between ACA and SA to develop agreements for these services.

Access and Use of Equipment

Both parties recognize the benefit to the mutual sharing of owned physical assets in achieving desired outcomes for fish and wildlife resources. This includes trucks, snowmobiles, quads, and boats, used by ACA to deliver delegated obligations, and by ESRD to deliver field programs. Parties may elect to share such resources under the following two scenarios.

1. Planned Sharing

Through collaborative planning of Programs by the JPC, both ACA and ESRD will identify opportunities for use of ESRD equipment in delivering delegated obligations. This will include: equipment types, locations of use, and anticipated requirements for duration of use. Both parties will sign a standardized agreement containing the terms and conditions for use of the required equipment.

2. Ad Hoc Sharing

On an ongoing basis either ACA or ESRD may make a request for use of the other party's equipment. If available, this equipment may be used by either party on a temporary basis. Protocols for temporary or unplanned sharing of equipment will be jointly developed through the JPC, and updated annually if required.

Under both scenarios, specific conditions of use for shared equipment shall be as follows:

- users of borrowed equipment must meet minimum standards for training and licensing, established by the owner of equipment;
- users of borrowed equipment will be responsible for operating costs (e.g. fuel);
- owners of borrowed equipment will be responsible for regular maintenance;

- shared equipment shall be operated safely and in accordance with equipment directions;
- prior to any shared equipment use an equipment loan form will be signed by the borrowing party. The equipment loan form will follow the template outlined in Attachment 1; and
- replacement and/or repair of equipment damaged by the user will be the Users responsibility.

Specific Program Conditions

Changes occurring over the term of this agreement, including the party providing the resource, the form in which the resource is being provided, or the basic nature of the resource itself, will be managed using the following principles:

- reasonable notice of the changes will be provided to the affected party;
- provisions will be made, to the fullest extent possible, to ensure the conditions set out in this agreement for use of the resource are still being met; and
- the party affected by the changes will have the ability to re-open this agreement in order to re-negotiate the section(s) of the agreement impacted by the change.

Performance measures

As a mechanism to track and report on effectiveness of this operational agreement, both parties have agreed to adopt the following performance measures. Both parties may report on these measures to stakeholder groups as they deem appropriate.

Develop and deliver an inter-organization evaluation to assess the effectiveness of Implementation of Shared Services Program elements, including:

- timely and reliable access to databases;
- access to government support services and resources;
- availability of telecommunications;
- access to training and development opportunities; and
- access and use of equipment.

Program Term

This Agreement shall commence upon the date of signature and remain in effect until May 20, 2016.

This Agreement is subject to annual review and may be amended from time to time as outlined in the MOU signed May 20, 2014 between ACA and ESRD.

ATTACHMENT 1: EQUIPMENT LOAN FORM REQUIREMENTS

Before any shared equipment is used the borrower must sign an equipment loan form. Any loan form used for shared equipment must have the following:

- a description of the equipment being shared;
- an indication of the condition of the equipment prior to use and a declaration by the borrower that he/she has examined the equipment and agrees with the stated condition;
- a declaration by the borrower that the equipment will be returned in the same condition as prior to use and any damage repairs or cleaning required will be at the borrowers cost;
- if the replacement cost of equipment is valued at more than \$5000 then a declaration by the borrower that the equipment has been added to their organizations insurance policy for coverage during the use period;
- a declaration by the borrower that liability associated with the use of the equipment is the sole responsibility of the borrower and the borrowers organization; and
- a location for the owner of the equipment to sign the form to indicate the equipment has been returned in good working order and that as of the date of the return the borrower is no longer responsible.