

MEMORANDUM OF UNDERSTANDING

(The "MOU")

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA, AS REPRESENTED BY THE
MINISTER OF ENVIRONMENT AND PARKS
(Herein called the "Minister")

-And -

ALBERTA CONSERVATION ASSOCIATION
(Herein called the "Association")

WHEREAS the Minister has the responsibility to manage fish and wildlife resources in the Province of Alberta;

AND WHEREAS the Association is continued as a delegated administrative organization (DAO), referred to under section 104(1)(b) of the *Wildlife Act* of Alberta;

AND WHEREAS the Minister has delegated to the Association certain powers, duties and functions, under Schedule 2 of AR 143/97 *Wildlife Regulation*, to address certain priorities for Fish and Wildlife management in Alberta;

AND WHEREAS the Minister and the Association share a common Vision of long-term sustainability of Alberta's Fish and Wildlife Resources and their habitats;

AND WHEREAS the Minister and the Association agree that a clear understanding of the powers, duties and functions delegated to the Association, and of the roles and responsibilities of the parties, and of the business practices and processes for ongoing communication, collaboration and program adaptation, are essential to achieving this Vision;

THEREFORE the parties agree as follows:

1. PURPOSE

The purpose of this MOU is to clarify:

- (i) the powers, duties and functions delegated to the Association;
- (ii) the roles and responsibilities of the parties to ensure proper performance of the powers, duties and functions; and
- (iii) the business practices and ongoing process for communication, collaboration and program adaptation, intended to facilitate the effectiveness, efficiency and relevance of the delegation in achieving desired outcomes.

This MOU outlines specific programs designed to strengthen Alberta's fish and wildlife resources within the framework of the Minister's overall responsibility for fish and wildlife management, and describes the actions that the parties will carry out with respect to those programs.

2. UNDERTAKINGS

- (i) The parties agree that the intent and spirit of the delegation is for a collaborative relationship based on common values and understandings.
- (ii) The parties agree that they will, within their respective organizations, take the steps necessary to ensure that this intent and spirit is realized.
- (iii) The parties agree to an ongoing process of open, balanced and effective communications and ongoing program planning and adaptation through the Joint Programs Committee, defined in Schedule 3.
- (iv) The Minister agrees to annually provide to the Association, Alberta's fish and wildlife management priorities over a three year period, to assist the Association in its operational planning process. This will be achieved through the identification of High Priority Conservation Outcomes (HPCOs) and includes specific outcomes and performance metrics for both parties to achieve.
- (v) The Association agrees to provide to the Minister an annual operating plan addressing agreed to HPCOs of the Minister.

- (vi) The Association agrees that funds raised through levies imposed by the Association will be used only to support the delegated responsibilities and associated administrative needs.
- (vii) The Minister and the Association will enter into Program Agreements to address the Minister's HPCOs.
- (viii) The Minister agrees to make all reasonable efforts to assist the Association with facilities, services, equipment, and information technology as specified within the Shared Services Agreement.
- (ix) The Minister guarantees access to any data within the control of the Ministry which is required to support the Association in addressing the Minister's priorities and expected outcomes.
- (x) Both parties agree to assist each other by sharing resources and services, where possible, and by facilitating assistance from other agencies, organizations and Ministries.
- (xi) The Association may use levy funds to acquire and hold title to land in Alberta that the Association deems desirable for the conservation, maintenance or enhancement of fisheries or wildlife habitat; or for the carrying out of programs/projects that support the delegated responsibilities, ensuring that the use of levy funds is not in conflict with land use framework regional plans.
- (xii) The Association may, at its discretion, be placed on title on lands held by third parties in cases where they have been secured by levy dollars.
- (xiii) The Minister and the Association agree that the management of Crown Lands and land use activities thereon remains with the Minister under the *Public Lands Act*, and that those responsibilities where designated for management of fish and wildlife habitat on Crown Lands are specified in the Habitat Program Agreement, are delegated to the Association. The Habitat Program Agreement will also set out the specific role of the Association vis-à-vis the appropriate Alberta Environment and Parks (Herein called the "Department") Division responsible for administering those lands.
- (xiv) The Association may award grants from levy dollars to organizations and individuals for work that supports the delegated responsibilities.

- (xv) The Association will submit to the Minister an Annual Report, outlining the Association's performance relative to the performance metrics identified through the HPCOs.
- (xvi) The Association will identify and report on the allocation and expenditure of levy funds by category of delegated program.
- (xvii) The Association may establish a new levy, or change or eliminate an existing levy, with agreement by the Minister.
- (xviii) The Association shall institute measures to maintain all information and records created in the course of carrying out all DAO powers, duties and functions in accordance with the provisions of Schedule 2, Section 2.1 of the *Wildlife Regulation* and in a way that it can be provided to the Minister.
- (xix) All information and records created or maintained by the Association in the course of carrying out DAO powers, become and remain the property of the Crown. The Association will make such data publicly available, unless requested otherwise by the Minister, prior to data collection.

3. PROGRAMS

The Minister and the Association agree that the following programs are those that will be implemented for the purposes of the Association carrying out its delegated powers, duties and functions. These programs will be confirmed by Program Agreements, detailing specific elements as outlined in Schedule 2 of this MOU (unless otherwise stated, a reference to a "Schedule" is a reference to a schedule in this MOU). Descriptions of these programs are provided below.

a) Program Descriptions

Fisheries Program:

The delegated Fisheries Program comprises a suite of activities that help to inform management decisions around maintaining the diversity and abundance of Alberta's fish populations and the biological communities and habitats that support them. These include the implementation of applied research projects and implementation of fish species recovery plans. Additional activities are designed to enhance recreational angling opportunities, such as through the stocking and

aeration of certain water bodies and the provision of information on angler demographics, effort, harvest, satisfaction, and motivations.

Wildlife Program:

The delegated Wildlife Program comprises a suite of activities that help to inform management decisions around maintaining the diversity and abundance of Alberta's wildlife populations and the biological communities and habitats that support them. These include the implementation of specified actions from wildlife management and recovery plans, monitoring of specified wildlife species/populations and the facilitation of applied research projects. Additional activities are designed to enhance sustainable harvest opportunities, such as through upland game bird enhancement and stocking activities for sustainable harvest and assessment of hunter demographics, effort, harvest, satisfaction, and motivations.

Habitat Program:

The delegated Habitat Program comprises a suite of activities that serve to secure, maintain and enhance fish and wildlife habitat on both Crown-owned and private lands,(ensuring that the use of levy funds for these purposes is not in conflict with land use framework regional plans). Additional land management activities are designed to enhance recreational hunting and angling opportunities, including but not limited to the provision of access sites.

Information, Education and Communications Program

The delegated Information, Education and Communications Program comprises a suite of activities required to address the information, education and communication needs emerging from the implementation of delegated programs. This includes informing stakeholders of project outcomes, conservation activities and emerging issues, as well as developing education initiatives for promoting hunting and fishing activities to the general public and recruiting, retaining and reengaging hunters and anglers.

Livestock Compensation/Crop Damage Prevention Program:

This comprises three delegated programs. The Waterfowl Crop Damage Prevention Program provides technical assistance to agriculture producers to help prevent depredation losses to crops, caused by waterfowl. The Predator Compensation Program provides financial compensation to agricultural producers who have incurred losses to livestock due to predation by wildlife. The Shot Livestock Compensation Program provides financial compensation to agricultural producers who have incurred losses to livestock due to accidental shooting by third parties, during an open hunting season. The purpose of compensation and prevention programs is to contribute to a more positive attitude among landowners towards wildlife, enhancing the level of support for wildlife programs.

Report a Poacher Program:

The delegated Report a Poacher Program (RAP) engages the public in helping to protect Alberta's fish, wildlife and habitat resources, by providing the opportunity to participate in the detection and apprehension of resource-law violators. RAP is a primary means by which illegal activity is detected and investigated and is a fundamental priority within Departments and Alberta Justice and Solicitor General's (AJSG) annual program plan. Delivered through a collaborative partnership between the Association, the Department and AJSG, this program promotes the positive image of responsible resource users and the importance of regulatory compliance in conserving the diversity and abundance of Alberta's fish and wildlife resources.

b) Roles and Responsibilities

Program Agreements will specify activities, roles and responsibilities, expected outcomes and performance metrics with respect to implementation and reporting.

c) Developing, Changing or Discontinuing Program Agreements

The Association shall not establish, change or discontinue valid Program Agreements as listed in Section 3(a) of this MOU, without agreement by the Minister. Schedule 4 of this MOU sets out a Protocol for developing, changing or discontinuing a Program Agreement.

4. OPERATIONS

The Minister and the Association have made agreements around operations between the Department and the Association. These programs will be confirmed by Operating Agreements detailing specific elements and will be set out in Schedule 3. Descriptions of these agreements are provided below.

a) Agreement Descriptions

Shared Services Agreement:

This Agreement outlines the processes required to ensure the cooperative sharing of resources such as facilities, services, information technology (hardware, software, server access, etc.) and data.

Joint Programs Committee Agreement:

The Joint Programs Committee Agreement outlines the process for ongoing collaboration, communications and adaptation of delegated programs. Including the process for developing HPCOs.

b) Program Elements

Operating Agreements will specify program elements, roles and responsibilities, expected outcomes and performance metrics with respect to operational needs.

c) Developing, Changing or Discontinuing Operating Agreements

The Association shall not establish, change or discontinue a valid Operating Agreement, as listed in Section 4(a) of this MOU, without agreement by the Minister. Schedule 4 of this MOU sets out a Protocol for Developing, Changing or Discontinuing an Operating Agreement.

5. BUSINESS PRACTICES AND PROCESS

The parties are bound by the MOU and included schedules, appendices and addendums to the MOU. These documents define program and operating activities, roles and responsibilities, expected outcomes and performance measures to guide the Association in its activities as a DAO and the Department's activities as they relate to interactions with the Association. Both parties ensure that expected outcomes and performance measures are clearly understood through a process of ongoing collaboration, communication and program adaptation, under the auspices of the Joint Programs Committee (Schedule 3).

In addition, a document clarifying the mandate and role of the Association as a DAO has been developed by the Department and the Association. This Mandate and Roles document provides background regarding the establishment of DAOs in general, and the overarching intent of the establishment of the Association. This non-binding document also provides clarification to reflect a common understanding of the roles of, and interactions between, the Association and the Minister (Supplement).

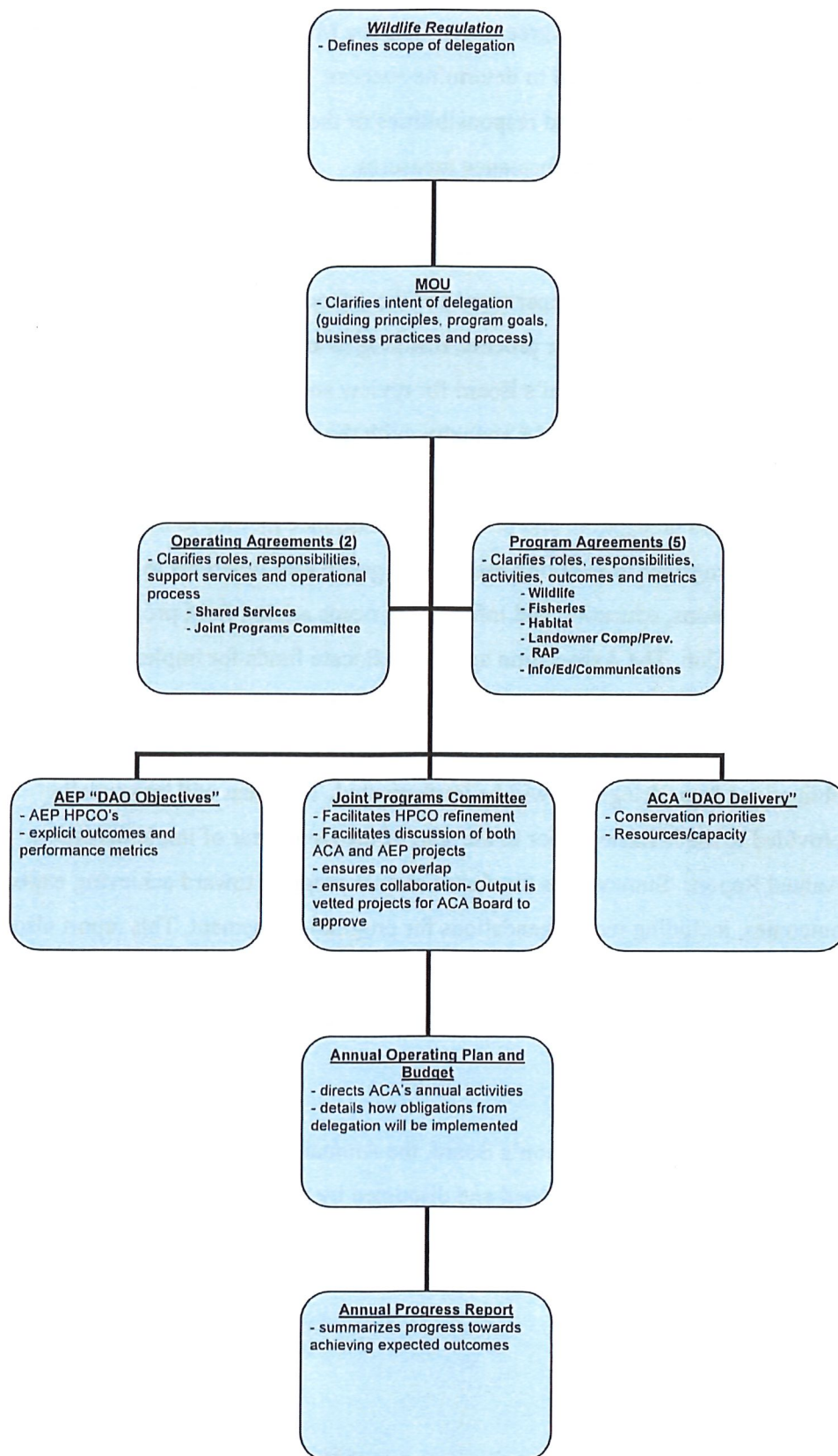
The following diagram and accompanying text outlines the relationship between the Delegation (*Wildlife Regulation*), the MOU and associated Agreements, the Minister's fish and wildlife priorities, the Association's conservation programs and annual operating plan and budget.

Wildlife Regulation, AR 143/97: Establishes the DAO and defines the scope of powers, duties and functions:

1. MOU: Clarifies intent of relationship by providing guiding principles, program goals, overarching roles/responsibilities and by defining the ongoing business practices and process.

2. **Operational and Program Agreements:** Sets the Minister's expected outcomes and performance measures used to determine success. Program Agreements also clarify the specific roles and responsibilities of the parties with respect to the program outcomes and performance measures.
3. **Joint Programs Committee (JPC):** "provides oversight" to Program Agreements and the process for ongoing collaboration, communications and adaptation of delegated programs. The Department and the Association HPCOs are vetted through this annual, iterative process, resulting in an endorsed suite of projects, forwarded to the Association's Board for review and approval. The HPCOs will be provided to the JPC by June 15 annually, with the intent of implementation the following fiscal year. This process explicitly defines the Minister's expected outcomes from delegation, and provides performance metrics to measure success and adapt programs to evolving needs. This group also functions to address internal communications, education and information needs arising from program implementation. The Association agrees to allocate funds for implementation of projects to address HPCOs by December 31 of each year.
4. **Annual Operating Plan:** Directs the Association's annual business, detailing how obligations from delegation will be implemented. This plan will be annually provided to the Minister, prior to the start of the fiscal year of implementation.
5. **Annual Report:** Summarizes the Association's progress toward achieving expected outcomes, including recommendations for program refinement. This report also provides the financial accountability for expenditure of levy funds on a program basis. This report will be annually provided to the Minister, within six (6) months of end of fiscal year.

After approval by the Association's Board, the Annual Operating Plan and budget and the Annual Report will be reviewed and discussed by the JPC, helping to facilitate ongoing program adaptation.



6. RESOLVING DISAGREEMENTS

Should a disagreement arise as a result of the interpretation or implementation of this MOU, a Program Agreement, an Operating Agreement or the Termination Plan; or in the development of a Program Agreement, Operating Agreement or the Termination Plan; the parties mutually agree to a protocol for resolving disagreements as set out in Schedule 5.

7. TERMINATION OF DELEGATION

- (i) The Minister and the Association agree that in the event of termination of the delegation of authority, whether at the Minister's discretion or at the request of the Association the Termination Agreement (Schedule 6) will be followed.
- (ii) In the event that an issue arises that is not covered by the Termination Agreement or there is disagreement with the interpretation of the Termination Agreement a resolution will be negotiated between the Deputy Minister and the Chairman of the Board involving appropriate staff from their organizations. Should a resolution not be reached then the Minister and the Association agree to follow the Protocol for Resolving Disagreements (Schedule 5).
- (iii) If either the Minister or the Association wishes to terminate the delegation of authority a minimum of twelve (12) months written notice must be given to the other party.
- (iv) In the event that the delegation of authority to the Association is terminated, this MOU and the Program Agreements also terminate with the exception of Section 8 and 9, which survive the MOU.

8. RECOGNITION OF RESPONSIBILITY

Each party shall hold harmless the other party, the other party's employees and agents from any and all third party claims, demands, or actions for which it is legally responsible, including those arising out of negligence or willful acts by the responsible party, its employees, agents or volunteers. This Section 8 shall survive the MOU.

9. INSURANCE REQUIREMENTS

- (i) The Association is not protected by the Minister's insurance, and the Association is responsible for obtaining and maintaining its own insurance coverage. The Association further acknowledges that its employees and volunteers are not covered by the Minister's Workers Compensation Board coverage or any other benefit plan of the Minister.
- (ii) The Association shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of General Liability Insurance, in accordance with the *Alberta Insurance Act*, in an amount not less than \$5,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include employees and volunteers, as additional insureds, and blanket contractual liability.
- (iii) The Association shall provide and maintain Automobile, Aircraft and/or Watercraft Liability for all craft owned, operated or licensed in the name of the Association and for all non-owned craft used in the operations of the Association, in an amount not less than \$5,000,000 per occurrence and including passenger hazard liability where applicable.
- (iv) The Association acknowledges that these are the minimum insurance requirements that have been established by the Minister. No representation or warranty of any kind is made by the Minister as to the completeness or suitability of this insurance and the Association shall determine and satisfy itself that it has appropriate and sufficient coverage to satisfy its own risk and insurance requirements in relation to the programs and services provided by the Association and to cover its obligations under this MOU.

10. AMENDMENTS

This MOU may be amended only by written agreement of the parties.

11. NOTICES

Notices pertaining to the MOU will be provided in writing to:

Deputy Minister, Alberta Environment and Parks

11th Floor, 9915 -108 Street

Edmonton, Alberta T5K 2G8

And

President and CEO of the Association

101 – 9 Chippewa Road

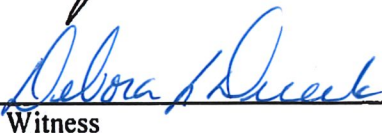
Sherwood Park, Alberta, T8A 6J7

12. TERM

This MOU is an ongoing agreement subject to periodic review by the parties, with an initial review to occur by April 1, 2022, after which time the review period may be extended to a minimum of every 5 years.

The parties have executed this Memorandum of Understanding effective this 9th day of December 2021, by signature of their respective proper offices duly authorized for such purpose.


Witness


Witness

THE MINISTER

Per: 

Dated this 26 day of Oct, 2021

THE ASSOCIATION

Per: 

Dated this 9th day of December

