

## SERVICE AGREEMENT

### BETWEEN

#### THE YUKON LOTTERY COMMISSION

AS REPRESENTED BY THE CHAIR & CHIEF EXECUTIVE OFFICER (the "CHAIR/CEO") OF THE YUKON LOTTERY COMMISSION (the "COMMISSION")

### AND

THE PRESIDENT OF THE YUKON LIQUOR CORPORATION (the "SECRETARY")

BEING THE PARTIES (the "PARTIES") TO THE SERVICE AGREEMENT (this "AGREEMENT")

### WHEREAS:

- A. The Minister with responsibility for interjurisdictional lotteries ("Minister") and the Yukon Lottery Commission have concluded a Governance Agreement with the aim of strengthening the governance of interjurisdictional lotteries and the disbursement of interjurisdictional lottery revenue in Yukon;
- B. The Governance Agreement clarifies that the President of the Yukon Liquor Corporation is the "Secretary" pursuant to an Order-in-Council authorized by the *Public Service Act*, and is responsible for fulfilling the Minister's obligation to provide Administrative Support Services to the Commission, as well as supporting the Minister and supervising the Yukon Lottery Commission as a deputy head;
- C. Annex A, attached to the Governance Agreement, lists the responsibilities of key actors involved in the management and conduct of interjurisdictional lotteries and disbursement of interjurisdictional lottery revenue;
- D. The Parties wish to clarify the services constituting Administrative Support Services;

- E. The Parties also wish to establish performance standards for Staff who are assigned to provide Administrative Support Services to the Commission.

**NOW THEREFORE** the Parties agree as follows:

**1. TERM**

This Agreement shall be effective on the date of execution.

**2. DEFINITIONS**

The terms used in this Agreement have the same meaning as defined and used in the Governance Agreement.

**3. GOVERNANCE**

- 3.1. This section sets out the authorities of the Commission, the Secretary, and the General Manager.
- 3.2. The Commission establishes direction for matters within its sphere of authority in relation to the conduct and management of interjurisdictional lotteries and the disbursement of interjurisdictional lottery revenue.
- 3.3. The Secretary is responsible for ensuring that the Commission receives Administrative Support Services, ensuring that the Staff who provide Administrative Support Services meet the performance standards established by this Agreement, and fulfilling their supervisory role as a deputy head.
- 3.4. The General Manager is assigned duties by the Secretary related to managing Core Services and implementing the direction given by the Commission.

**4. FINANCIAL TERMS**

- 4.1. This section identifies the terms of payment for Administrative Support Services provided to the Commission.

- 4.2. Section 17 of the *Public Lotteries Act* and Section 5 of the *Public Lottery Regulations* provide that expenses resulting from the management of interjurisdictional lotteries may be paid from the Yukon Lottery Commission Fund.
- 4.3. The Commission will pay expenses related to Commission operations, Commission Members, and Core Services from the Yukon Lottery Commission Fund.
- 4.4. In recognition of the administrative support services provided by the Yukon Liquor Corporation listed in Table 1, the Commission shall provide the YLC's Finance Branch with \$64,230 annually.<sup>1</sup> This amount will be reviewed on an annual basis.
- 4.5. At any time where a large project requiring substantial use of Yukon Liquor Corporation administrative support services is identified by a YLC Director and the General Manager, the Parties shall agree on additional funding to the Yukon Liquor Corporation.

## **5. POLICY FRAMEWORK & SIGNING AUTHORITIES**

- 5.1. The Commission will establish a policy governing signing authorities as soon as practicable.
- 5.2. Following its adoption, the Commission will submit the policy to the Minister for the Minister's records.

## **6. SERVICE SCOPE & DESCRIPTION**

- 6.1. This section identifies and describes the scope of services that may be provided to the Commission from time-to-time by Staff responsible to provide Core Services and Ancillary Services.
- 6.2. The Parties agree that the Director of YLC Policy and Communications and the Director of Finance may review the Lotteries Yukon annual plan as soon as finalized, to plan staffing so that the appropriate ancillary service scope can be provided, and identify any

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<sup>1</sup> \$64,230 shall be transferred by the Yukon Lottery Commission to the Yukon Liquor on April 1 of each fiscal year and will be reviewed on an annual basis.

need for additional funding for the provision of ancillary services as described under 4.4 and 4.5.

- 6.3. The Parties agree that any ancillary services relating to policy or communications support is advice only, for the consideration of the General Manager or the Yukon Lottery Commission. Accountability for the Yukon Lottery Commission and Lotteries Yukon's legal and policy framework exist as described under Annex A, Minister (point 1), Commission (point 2), General Manager (points 2 and 3).
- 6.4. The Parties intend that services will be provided in a respectful and professional manner, in accordance with the following principles:
- 6.4.1. Client Focused: services address the specific needs of the Commission;
- 6.4.2. Timeliness: services are delivered according to mutually agreed to timeframes;
- 6.4.3. Transparent Communication: services provided are based on frequent and open communications between the Commission and the Secretary.

**Table 1 – Administrative Support Services Described**

Service Area	Service Description	Core and/or Ancillary
<b>Financial Management</b>	Commission Budget	Core
	Variance Reports	Core
	Manage Budget System	Core
	General Ledger Account Reconciliation	Core
	Cheque Requisition Preparation	Core
	Section 30 Verification	Ancillary
	Cheque Requisition Data Entry	Ancillary
	Produce Journal Vouchers	Core
	Journal Voucher Verification	Core/Ancillary/DoF <sup>2</sup>
	Financial Statement Preparations	Core
	Audit	Core
<b>Policy/Program</b>	Manage development, delivery and evaluation of programs used to	Core

<sup>2</sup> Department of Finance.

Service Area	Service Description	Core and/or Ancillary
	disburse funds in arts, sport and recreation	
	Briefing Notes <ul style="list-style-type: none"> <li>Commission Briefing Notes</li> <li>Ministerial Briefing Notes</li> </ul>	Core Core/Ancillary
	Cabinet Submissions	Core/Ancillary
	Management Board Submissions	Core/Ancillary
	Legislative Development	Core/Ancillary
	Commission Submissions	Core <sup>3</sup>
	Policy Development	Core/Ancillary
	Research & Analysis	Core/Ancillary
	Annual Report, Annual Plan, Strategic Plan	Core
	Legislative Monitoring	Ancillary
	<b>Communications &amp; Public Engagement</b>	Communication Strategies
Events Management		Core/Ancillary as requested
Correspondence <ul style="list-style-type: none"> <li>Commission Correspondence</li> <li>Ministerial Correspondence</li> </ul>		Core Core/Ancillary
Speech writing <ul style="list-style-type: none"> <li>Commission Chair/CEO</li> <li>Minister</li> </ul>		Core Ancillary, support - Core
Press Releases, Media Advisories, Press Conferences		Core/Ancillary <sup>4</sup>
Advertising, marketing (going beyond WCLC promotion of games) & public awareness campaigns		Core
Issues Management (public domain) <ul style="list-style-type: none"> <li>Interjurisdictional Lotteries Issues (primarily WCLC responsibility)</li> <li>Fund Disbursement Issues</li> </ul>		Core with Ancillary support for local matters only Core/Ancillary as requested
Media Monitoring		Ancillary
<b>Operations</b>	Manage application process for retailers seeking to become lottery ticket centres	Core

<sup>3</sup> Where there are implications for other government departments, Staff providing Ancillary Services will work with Staff who provide Core Services to coordinate input and sharing of information.

<sup>4</sup> WCLC is responsible for announcements regarding major winners and other provisions set out in the WCLC agreement. The Commission is responsible for all other matters related to local interjurisdictional lotteries and disbursement of lottery revenue.

Service Area	Service Description	Core and/or Ancillary
	Provide ongoing support to retailers belonging to the retail network	Core
	Manage the Agreement with WCLC on behalf of the Commission and the Government	Core
	Records management and training	Core
	Serve as the primary contact for the Commission	Core
<b>Information Technology</b>	IT support & trouble shooting	Ancillary
<b>Corporate</b>	ATIPP requests	Core
	Privacy Impact Assessments	Core
	Risk Management Assessments	Core
	Liaise with Executive Council Office and Management Board Secretariat	Ancillary in consultation with Core
<b>Human Resources</b>	Recruitment	Ancillary
	Disability Management	Ancillary
	Administration of payroll, benefits & compensation, including timesheet and leave processing	Ancillary
	Employee Health & Safety	n/a
	Labour & Employee Relations	Ancillary
	Facilitate review & approval of position descriptions	Ancillary
	FTE management & classification assistance	Ancillary
	Process staff training & professional development requests	Ancillary

- 6.5. The Parties recognize that while the Human Resources function is integral to management of Staff who provide Administrative Support Services, the service is not provided directly to the Commission.
- 6.6. The Commission receives the same corporate services generally provided to other government departments and agencies (such as mail service and records management).

## 7. SERVICE STANDARDS

- 7.1. The Parties agree that the services provided to the Commission by Staff should meet certain performance expectations through the adoption of service standards.
- 7.2. A service standard is a measurable level of performance that clients can expect under normal circumstances.<sup>5</sup>
- 7.3. This Agreement establishes three types of service standards:
  - 7.3.1. Access: (outlines the ease and convenience a client should experience when attempting to access a service). Where the Commission requests a service that is required to meet its needs, Staff will endeavour to respond within two-working days to contact the Commission to discuss the scope and nature of the project;
  - 7.3.2. Timeliness: (refers to the timeframe a client should expect to receive a service). Once the applicable Staff member has been accessed, the Commission and the Staff member will agree to a timeline in which to complete the service or task;
  - 7.3.3. Accuracy: (refers to a work product). The Commission will receive a work product from a Staff member that is up to date, generally free of errors and complete. The Staff member will receive, either directly from the Commission or GM of Lotteries Yukon as appropriate, direction and/or draft content for the work product. This direction will support Staff development of a product that is up to date, generally free of errors and complete.
- 7.4. There may be unforeseen circumstances that require significantly more time to provide a service than originally anticipated. In these circumstances, the Staff member will discuss a revision to the timeframe with the Commission.
- 7.5. Where Staff are unable to provide a service or provide a service in a timeframe acceptable to the Commission, the Parties will discuss a plan for completing the service.

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<sup>5</sup> Source: Treasury Board Secretariat, Government of Canada, <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=25750>

## **8. MONITORING**

- 8.1. The General Manager is primarily responsible for monitoring Staff who provide Core Services and ensuring the standards established by this Agreement are being met.
- 8.2. The Secretary is responsible for monitoring the General Manager as well as the Staff who provide Ancillary Services and to assess whether the standards established by this Agreement are being met.
- 8.3. The Parties agree that Commission's satisfaction with the service standards established by this Agreement will be measured at regular intervals.
- 8.4. For the first three years of this Agreement, the Secretary, Chair/CEO and Vice-Chair will meet every second quarter to discuss the provision of services under this Agreement.
- 8.5. During the fourth quarter of the third year of this Agreement, the Secretary, Chair/CEO and Vice-Chair will conduct a review of the performance of Administrative Support Services based on the responsibilities set out in Annex A and the service standards established by this Agreement.
  - 8.5.1. Prior to the meeting with the Secretary, the Chair/CEO will prepare a set of questions to be circulated to Commission Members designed to solicit their feedback on the performance of Staff who provide Core Services.
- 8.6. Where services fail to meet the standards established by this Agreement on a consistent basis, the Parties may develop a service improvement plan, setting out steps required to remedy the service deficiency.

## **9. CONTRACT SERVICES**

- 9.1. The Parties agree that Administrative Support Services will not include all services that may be required by the Commission.

- 9.2. From time-to-time the Commission may wish to obtain services through contract for work related to:
- governance;
  - policy development;
  - audits of financial statements;
  - evaluations;
  - reports respecting advice to the Minister;
  - annual reports;
  - marketing and communications; and
  - legal services<sup>6</sup>.
- 9.3. The role of Staff in these instances is to facilitate contractual arrangements between the Commission and a consultant in accordance with applicable Yukon laws and policies.

## **10.DISPUTES**

- 10.1. Where a dispute arises in relation to a service delivered by a Staff member who provides an Administrative Support Service, the Chair/CEO, Vice-Chair, and Secretary will meet to:
- 10.1.1. review the issues that gave rise to the dispute;
  - 10.1.2. identify options for the dispute's resolution; and
  - 10.1.3. proceed with the implementation of a recommended option to resolve the dispute.
- 10.2. The Parties will meet following implementation of the recommended option to ensure the matter has been resolved to the satisfaction of the Parties.

## **11.REVIEW AND AMENDMENT**

- 11.1. The Parties may review this Agreement from time-to-time as mutually agreed upon and this Agreement may be amended at any time with the mutual consent of the Parties.
- 11.2. Amendments will be implemented as follows:

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<sup>6</sup> The Commission is subject to the Government of Yukon *Outside Counsel Policy*.

- 11.2.1. The Party proposing the amendment will submit in writing to the other Party the proposed amendments to any clause in this Agreement.
- 11.2.2. The other Party will review the proposed amendments, and the Chair/CEO, Vice-Chair and Secretary or their respective delegates will discuss any contentious issues.
- 11.2.3. Upon agreement the affected clause in this Agreement will be amended and a new document will be produced, which will highlight which clause has been amended.
- 11.2.4. Amendments contained in the new document will take effect immediately after the Parties have signed it.
- 11.2.5. In the event a dispute arises that cannot be resolved, the dispute resolution provisions will apply.

**12. TERM AND TERMINATION**

- 12.1. This Agreement shall remain in effect so long as the Parties wish.
- 12.2. Either Party may terminate this Agreement by giving not less than thirty (30) days written notice.

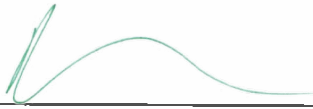
Signed and executed at Whitehorse, Yukon, this 6<sup>th</sup> day of \_\_\_\_\_, 2023 .

**YUKON LOTTERY COMMISSION**

  
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Sara Skelton,  
Chair/CEO  
Yukon Lottery Commission

  
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Witness

**GOVERNMENT OF YUKON**



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Dennis Berry  
Secretary  
Yukon Lottery Commission



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