

1 **WORKING AGREEMENT FOR THE DELIVERY OF
SEARCH AND RESCUE SERVICES**

BETWEEN:

**Brocket Detachment of the
Royal Canadian Mounted Police**

(Hereinafter called “the Tasking Agency”)

- and -

Pincher Creek Search and Rescue Society

(Hereinafter called “PCSAR”)

WORKING PROTOCOL

WHEREAS:

- a. The members of PCSAR are trained in search and rescue according to the standards of Search and Rescue Alberta, and;
- b. The Tasking Agency, from time to time, has need of the services of members of PCSAR who are so trained, and;
- c. PCSAR is willing to assist the Tasking Agency, under their direction, control and supervision, in providing volunteer search and rescue services, and;
- d. The purpose of this Working Protocol is to assist the Tasking Agency in search and rescue operations in the Province of Alberta and to clarify the level of service to be provided by PCSAR, and;
- e. This Working Protocol is for search and rescue services only.

~~NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:~~

THEREFORE the RCMP and PCSAR have reached the following Agreement:

1. **GENERAL**

1.1 The Tasking Agency will exercise control over search and rescue operations within their ~~its~~ jurisdiction and will provide incident command ~~for search and rescue operations pursuant to its prevailing policies.~~ ~~under the Incident Command System (attached as Schedule A) to PCSAR.~~ PCSAR and its members shall operate under the direction and control of the Tasking Agency, through its Incident Commander.

1.2 In order to ensure the prompt and proper deployment of **PCSAR** search and rescue resources, the Tasking Agency will, to the extent possible, liaise with a Search Manager at the earliest opportunity in any circumstance that may involve a search and rescue operation.

1.3 To the extent that is possible, the Incident Commander will be on site at the search headquarters and will maintain liaison with the Search Manager.

1.4 PCSAR, upon request by the Tasking Agency will endeavor to provide assistance and advice to the Tasking Agency in search and rescue operations. This assistance may be in the form of information, advice or trained search and rescue volunteers and equipment.

1.5 The ~~parties~~ **RCMP and PCSAR** acknowledge that PCSAR is a volunteer organization and that neither it nor its members receive any salary or wage for their participation in a search and rescue operation.

1.6 The term "Trained resources" in this protocol means personnel who are trained in search and rescue to the standards set by the **RCMP**. ~~Search and Rescue Alberta, including such standards as may be approved by Search and Rescue Alberta for the use and handling of specialized vehicles or equipment.~~

1.7 Any lack of compliance by a PCSAR volunteer with the requirements of this Working Protocol will result in the removal of that PCSAR volunteer from the search and rescue operation.

2. **TASKING AGENCY RESPONSIBILITIES:**

2.1 The Tasking Agency will be responsible for providing such meals and accommodation for search and rescue volunteers, as in its discretion it deems adequate and necessary during a search and rescue operation.

~~2.2 The Tasking Agency will be responsible for obtaining any specialized equipment that may be required during a search and rescue operation, to enable the search and rescue volunteers to effectively carry out the operation.~~

2.3 The Tasking Agency will arrange for the transportation (other than by ordinary motor vehicle) of PCSAR volunteers where necessary.

2.4 The Tasking Agency will reimburse reasonable expenses at the rates shown in Schedule A hereto when it ~~When the Tasking Agency requests~~ PCSAR volunteers to attend at the site of a search operation,

2.5 ~~When the Taskign Agency request PCSAR, or the members thereof, to provide such equipment as they may have available, in which case,~~ The Tasking Agency will reimburse ~~compensate~~ PCSAR ~~or the members thereof,~~ for such use of equipment at the rate provided in the attached Schedule A.

2.6 The Tasking Agency, through the Incident Commander, will provide PCSAR with such investigation and field inquiries as may be reasonable and possible, subject to the constraints of confidentiality and privacy legislation.

2.7 **The Tasking Agency's Incident Commander has the authority to dismiss any PCSAR member from a search operation.**

3. PCSAR RESPONSIBILITIES

3.1 PCSAR will provide advice to the incident commander and will provide trained resources to the Tasking Agency to safely perform search and rescue operations under the overall direction and control of the Tasking Agency. PCSAR ~~will provide~~ trained resources in the field ~~who~~ will, at a minimum, have Search and Rescue Fundamentals and Standard First Aid training as approved by the RCMP. ~~Search and Rescue Alberta.~~ **PCSAR resources who are Search Managers will at a minimum, have Search Manager Training as approved by the RCMP.** Certain planning personnel or area specialists may not be trained resources, in which case their participation will be approved by the Tasking Agency.

3.2 PCSAR will maintain reasonable and effective communication with the Tasking Agency regarding the capabilities of their search and rescue group as well as during any search and rescue operation in which that group may be involved. This ~~may~~ **will** include, but not be limited to:

3.2.1 Notification to the Tasking Agency prior to any action being taken by PCSAR; and

3.2.2 Providing detailed briefings to the Tasking Agency of any areas searched during any search and rescue operation, when called upon by the Tasking Agency for assistance.

3.3 PCSAR will ensure that its volunteers will not exceed their level of training while involved in any search and rescue operation.

3.4 PCSAR and its members shall maintain absolutely the confidentiality of the search incident as directed by the Incident Commander, ~~provided however,~~ PCSAR may use the circumstances of the search for subsequent training purposes **only after receiving approval of the Detachment Commander responsible for the investigation and search.**

3.5 PCSAR will only be responsible for its own members and will not be responsible for any untrained volunteers, spontaneous volunteers or family members and friends of the search victim who participate in any search and rescue operation. If such individuals take part in a search and rescue operation they shall do so at the discretion of and at the direction of the Tasking Agency.

~~3.6 It is understood that members of PCSAR are covered under the *Worker's Compensation Act* of Alberta during their involvement with the Tasking Agency in a search and rescue operation. In order for the PCSAR volunteers to be covered under such legislation, PCSAR will ensure that every one of their volunteers who participate in any search and rescue operation registers with the Search Manager prior to any involvement therein.~~

3.7 PCSAR shall ensure that any equipment provided on the request of the Tasking Agency is insured to cover property damage and liability, and where necessary, the equipment is registered and licensed in accordance with the laws of Alberta. Further, PCSAR shall insure that the equipment is operated only by PCSAR members who are trained, and if necessary, licensed in the operation of the equipment, and that all operators and passengers wear appropriate CSA approved safety equipment.

3.8 To ensure eligibility of PCSAR members for Worker's Compensation Board coverage in the event of injury or death sustained when tasked to a search operations, PCSAR shall ensure that:

3.8.1 PCSAR registers its members with the Municipal Director of Disaster Services in the municipality where PCSAR is located; and

3.8.2 All PCSAR members who participate in search in any manner, be it an operational or support role, register at the incident site in the manner prescribed by the tasking agency.

~~4. The term of this Working Protocol shall be for three years from the date hereof and may be renewed upon the mutual written agreement of the parties.~~

5. TERMINATION

5.1 Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

6. NOTICE

6.1 Any notice required to be delivered pursuant to this Agreement shall be delivered by Canada Post Express Post Service and then it is deemed to be an effective notice five (5) days after it is sent. The mailing addresses for delivery of notice are:

For the RCMP: Officer in Charge, Contract Policing
 "K" Division RCMP Criminal Operations
 11140 109 Street,
 Edmonton, AB, T5G 2T4

For PCSAR: The President
 Pincher Creek Search and Rescue Society
 Box 1705
 Pincher Creek, AB, T0K 1W0

7. INDEMNITY

PCSAR Alberta shall save Her Majesty harmless and indemnify Her Majesty from and against all claims, demands, losses, damages, costs and expenses of any kind arising out of the use or possession of the equipment by SAR Alberta or any party to whom SAR Alberta has lent the equipment.

DATED this ____ day of _____, 2005:

NCO i/c, Royal Canadian Mounted Police

Brockton Detachment

President, Pincher Creek Search and Rescue Society

CO "K" Division

Signed on behalf of the Royal Canadian Mounted Police;	
W.M. Sweeney, Assistant Commissioner, Commanding Officer, "K" Division RCMP Edmonton, Alberta	Date

Signed on behalf of the Search and Rescue Association of Alberta;	
Roy Davidson (???) President, Pincher Creek Search and Rescue Society Pincher Creek, Alberta	Date

Schedule A
Reimbursement of Expenses

\$ Travel by private vehicle shall be reimbursed at the **prevailing** rate per kilometer set out in the current Treasury Board Government Travel and Living Accommodations Directive, Appendix B. (~~43.5¢ as at July 1, 2004~~) http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/index_e.asp

\$ Travel by Quad, where such vehicle is required, the sum of \$35 per half day

\$ Travel by Snowmobile, where such vehicle is required, the sum of \$50 per half day

\$ Meals and incidentals, where meals are not supplied by the tasking agency, in such amount as is provided for in the current Treasury Board of Canada Travel Directive, Appendix C, http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv/td-dv-c_e.asp

Alternative Approach:

\$ Where not provided directly by the Tasking Agency, travel by private vehicle, meals, and accommodation shall be reimbursed at the prevailing rate set out in the Government of Alberta Human Resource Directives. (Website Reference <http://www.pao.gov.ab.ca/directives/>

\$ For motorized all terrain vehicles, not including 4 x 4 automobiles, the Tasking Agency shall reimburse at the prevailing rate set out in the Government of Alberta Human Resource Directives, "Travel Using Alternative Private Transportation". (Website Reference <http://www.pao.gov.ab.ca/directives/>

\$ For equipment not provided for in the Government of Alberta Human Resource Directives and a fair and equitable rate agreed to to between the Incident Commander and PCSAR prior to deploying the equipment.