

**MEMORANDUM OF AGREEMENT
(MOA)**

THIS MOA IS EFFECTIVE THE _____ DAY OF _____, 2013.

BETWEEN:

HER MAJESTY THE QUEEN in Right of the Province of Alberta as
represented by the Minister of Municipal Affairs
(the “Province”)

-and-

Pincher Creek Search & Rescue Society
(the “SAR Team”)

(the “Parties”)

BACKGROUND

- A. The Province recognizes the valuable contribution made to the safety of all Albertans by search and rescue teams operating in Alberta.
- B. The SAR Team is one of the search and rescue teams in Alberta providing aid to tasking agencies in locating and rescuing lost, missing or injured persons and assisting in evidence searches.
- C. The Parties have a mutual goal of locating missing persons and preserving life by augmenting search and rescue capabilities in Alberta.
- D. Section 29 of the *Emergency Management Act* (Alberta) provides liability protection to search and rescue organizations and any person acting under the direction of that organization from anything done or omitted to be done in good faith while acting under an agreement between that organization and the Province.
- E. The Parties intend that this MOA constitutes an agreement for the purposes of section 29 of the *Emergency Management Act* (Alberta).
- F. The SAR Team may be a municipality as defined by the *Municipal Government Act* (Alberta), an improvement district, a special area, First Nations community, Métis Settlement or a Society incorporated under the *Societies Act* (Alberta).
- G. The SAR Team is a member of SAR Alberta.

The Parties agree as follows:

1. The Background forms part of this Agreement.

DEFINITIONS

2. In this MOA:

- (a) “Administrative Activities” means any activities of a search and rescue team, including fundraising, meetings, conferences and public education seminars, but does not include Deployment or search and rescue training;
- (b) “Business Day” means 8:15 am to 4:30 pm in Alberta from Monday to Friday excluding holidays observed by the Province;
- (c) “Deployment” means the act of SAR Team personnel and equipment responding to emergencies or evidence searches at the request of a Tasking Agency;
- (d) “Effective Date” means the date first written above;
- (e) “Incident Command System” means the nationally recognized emergency event command and control processes developed by ICS Canada;
- (f) “MOA” means this document, Schedule A and Schedule B;
- (g) “Reference Number” means the Tasking Agency file number;
- (h) “SAR Alberta” means the Search and Rescue Association of Alberta;
- (i) “SAR Liaison Officer” means the person designated as the Province’s representative pursuant to clause 9(a) of this MOA;
- (j) “Search Manager” means the person designated to manage, lead and direct the SAR Team during Deployment;
- (k) “Services” means the work, duties, functions, tasks and responsibilities described in Schedule A;
- (l) “Tasking Agency” means one of the following:
 - i. the Province;
 - ii. Royal Canadian Mounted Police (RCMP) in their capacity as the Alberta provincial police service;
 - iii. any other police service operating in Alberta pursuant to the *Police Act* (Alberta);
 - iv. Parks Canada; and

- v. a municipality as defined in the *Municipal Government Act* (Alberta), an improvement district, a special area, First Nations communities or Métis Settlement;
- (m) “Tracking Number” means the identifying number provided to the SAR Team by the Tasking Agency.

RESPONSIBILITIES OF THE PROVINCE

3. Under this MOA, the Province will make section 29 of the *Emergency Management Act* (Alberta) applicable to the SAR Team.

RESPONSIBILITIES OF SAR TEAM

4. The SAR Team will:
- (a) provide the Services described in Schedule A in accordance with the terms of this MOA;
 - (b) use best efforts to comply with any search and rescue training, operating and records management standards recognized by the Province related to the Services described in Schedule A;
 - (c) maintain active registration status under the *Societies Act*;
 - (d) maintain membership in good standing with SAR Alberta;
 - (e) immediately notify the Province in the event that:
 - i. it is no longer incorporated under the *Societies Act* (Alberta); or
 - ii. it ceases membership in SAR Alberta.
 - (f) ensure that the SAR Team has at least one Search Manager available to respond for Deployment even if that individual is a member of another search and rescue team that has a MOA with the Province or is a member of a Tasking Agency;
 - (g) provide the SAR Liaison Officer with the 24 hour name and contact information required for the SAR Team to respond to a request for Deployment;
 - (h) provide the SAR Liaison Officer with the geographical boundaries the SAR Team responds within to enable effective Deployment of search and rescue teams by a Tasking Agency;

- (i) respond to a request for Deployment with trained SAR Team personnel and equipment and immediately advise the Tasking Agency if unable to respond as requested;
- (j) request a Tracking Number from the Tasking Agency immediately upon receiving a request for Deployment;
- (k) use the Incident Command System during Deployment;
- (l) maintain SAR Team Deployment statistical data and reports in a format approved by the Province;
- (m) provide a copy of all search reports to the Tasking Agency and to the SAR Liaison Officer within 30 days following the completion of a Deployment; and
- (n) conduct a formal SAR Team debriefing or after action review following each Deployment and provide a SAR Team representative to participate in any multi-agency review conducted by the Province when required.
- (o) ensure individual SAR team members provide the SAR Team a Certified Criminal Records Check and a Vulnerable Sector Check.

TERM

5. This MOA shall be effective from the Effective Date until _____ unless terminated in accordance with this MOA.

CONFIDENTIALITY

6. (a) The SAR Team shall not disclose, authorize or permit disclosure to any person or organization now, or at any time in the future, any information or documents of any kind or other matter or thing which comes into its knowledge or possession by reason of this MOA, and shall retain all such knowledge as confidential, unless it is expressly authorized by the Province in writing. This clause does not apply to information that is publicly available or becomes publicly available without breach of this clause.
- (b) The SAR Team acknowledges that information and records submitted by the SAR Team to the Province in relation to this MOA may be subject to the *Freedom of Information and Protection of Privacy Act* (FOIP). This Act allows any person a right of access to records in the custody or under the control of the Province, subject to limited and specific exceptions.
- (c) Notwithstanding 6(a), all information, regardless of form, referred to in 6(a), may be disclosed to the extent required by law or court order,

provided the Province is given reasonable notice and an opportunity to seek to prevent or limit its disclosure.

- (d) Any press release, public announcement or other public commentary relating to this MOA shall only be made by the SAR Team as approved by the Tasking Agency that requested the Deployment.
- (e) This clause shall survive the expiry or termination of this MOA.

TERMINATION

- 7. (a) This MOA may be terminated by either party upon 30 days written notice to the other; and
- (b) This MOA may be terminated by the Province without notice, for cause, including, without limitation, failing to perform the SAR Team's responsibilities set out in clause 4 of this MOA or failing to comply with any clause of this MOA.

NOTICE

- 8. (a) Any notice to be made under this MOA is to be made in writing, and is effective when delivered to the address or transmitted by fax to the fax number as follows:

For the Province:

Executive Director, Fire Commissioner
Office of the Fire Commissioner, Alberta Municipal Affairs
16th Floor, Commerce Place,
10155 102 Street,
Edmonton, AB T5J 4L4
Fax: 780- 415-8663

For the SAR Team:

President, Janet Jones - Pincher Creek Search & Rescue Society
Box 1705
Pincher Creek, AB T0K 1W0
Fax:

The Parties respectively designate for the time being, the individuals identified in this clause as having the authority to give notice, and notice given by these individuals is binding on the other party giving the notice.

- (b) Either party may change its information in clause 8(a) by giving notice to the other in the manner described in clause 8(a).

- (c) Any notice personally served or sent by fax shall be deemed received when actually delivered or received, if delivery or fax transmission is on a Business Day, or if not on a Business Day, on the following Business Day.

PARTIES' REPRESENTATIVES

9. (a) The Province designates the Officer, North Central Region of the Public Safety Division of Municipal Affairs as the Province's representative for communications and ongoing contact between the Province and the SAR Team in matters relating to this MOA, other than giving notice pursuant to clause 8(a);
- (b) The SAR Team designates the Team President as the SAR Team's representative for communications and ongoing contact between the Province and the SAR Team in matters relating to this MOA, other than giving notice pursuant to clause 8(a); and
- (c) Either party may change its designated representative above by sending written notice to the other party of such change.

WORKERS' COMPENSATION COVERAGE

10. The SAR Team is eligible for workers compensation coverage in accordance with the attached Schedule B.

INSURANCE

11. The Province shall assist the SAR Team in obtaining:
- (a) liability insurance including general liability and professional liability as appropriate, and
- (b) accidental death and dismemberment benefits when the team member is not eligible for benefits under the *Workers' Compensation Act*,
- for Deployment, Administrative Activities and search and rescue training activities. The Province shall arrange such coverage at its sole discretion and in a matter that it decides is appropriate.
12. The SAR Team shall cooperate with the Province in obtaining and maintaining insurance coverage, including without limitation providing any insurance underwriting information in the form and at the times requested by the Province or a third party insurer.

GENERAL

13. In the case of conflicts or discrepancies among this document and any attached Schedules, the document shall take precedence and govern in the following order:
 - (a) the body of this document, and
 - (b) the schedules to this document.
14. Time is of the essence of this MOA.
15. This MOA contains the entire agreement of the Parties concerning the subject matter of this MOA and except as expressed in this MOA, there are no other understandings or agreements, verbal or otherwise, that exist between the Parties.
16. Any waiver by either party of the performance by the other of an obligation under this MOA must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.
17. The Parties may amend this MOA only by mutual written agreement signed by the Parties.
18. This MOA shall be for the benefit of and binds the successors and assigns of the Parties.
19. The headings in this MOA are inserted for convenience of reference only and shall not affect the meaning or construction of this MOA.
20. In this MOA, words in the singular include the plural and words in the plural include the singular.
21. This MOA may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by fax transmission or e-mailed in PDF shall constitute good delivery.

The Parties have made this MOA by the representatives authorized to do so on the respective dates shown below.

HER MAJESTY THE QUEEN IN
RIGHT OF ALBERTA, as represented
by the Minister of Municipal Affairs.

Pincher Creek Search & Rescue Society

Per:

Per:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Schedule A

The SAR Team will provide the following Services:

Schedule B

Letter dated December 18, 2012 from Workers Compensation Board (attached)