

## **Pincher Creek Search and Rescue Society**

### **Contract Service Agreement**

This agreement made and entered into on March 27, 2019 by and between the Pincher Creek Search and Rescue Society (hereinafter “PCSAR”), a volunteer search and rescue society in Pincher Creek, Alberta, Canada, and Sabrina Ryans of Pincher Creek, Alberta, Canada (hereinafter “Contractor”).

#### **WITNESSETH:**

WHEREAS, Contractor represents that it has expertise in the area of organizational and financial administration and is ready, willing and able to provide assistance to PCSAR on the terms and conditions set forth herein; and

WHEREAS, PCSAR, in reliance on Contractor's representations, is willing to engage Contractor as an independent contractor, and not as an employee, on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the obligations herein made and undertaken, the parties, intending to be legally bound, covenant and agree as follows:

#### **Section 1 – Scope of Services**

1.1 Contractor shall provide services in the area of organizational and financial administration.

1.2 Contractor shall submit an invoice on the 15th of each month. PCSAR shall within five (5) business days, advise Contractor of PCSAR's acceptance or rejection of such invoice. Acceptance of any invoice will not be unreasonably withheld. Any rejection shall specify the nature and scope of the deficiencies in such invoice. Contractor shall, upon receipt of such a notice of rejection, act diligently to correct such deficiencies. The failure of PCSAR to provide such a notice within such period shall constitute acceptance by PCSAR of said invoice.

1.3 All work shall be performed in a diligent and professional manner by Contractor having a level of skill in the area commensurate with the requirements of the scope of work to be performed. PCSAR shall be responsible for quality assurance and fitness for purpose.

#### **Section 2 – Term of Agreement**

2.1 This Agreement shall commence on the date and year first written above, and unless modified by mutual agreement of the parties or terminated earlier pursuant to the terms of the Agreement, shall continue until the satisfactory completion of the services set forth in Exhibit A.

2.2 This Agreement may be terminated by either party upon ten (10) days' prior written notice, if the other party materially breaches any term hereof and the breaching party fails to cure such remediable material breach within the ten (10) day period. This Agreement may be terminated by either party without cause upon thirty (30) days' prior written notice.

#### **Section 3 – Fees, Expenses, and Payment**

3.1 In consideration of the services to be performed by the Contractor under PCSAR's

direction, PCSAR shall, within one day after the PCSAR board meeting following receipt and approval of an invoice, pay Contractor \$25.00 Canadian per hour for work performed.

3.2 Expenses incurred by the Contractor will be paid by PCSAR at actual cost for categories listed as such in Exhibit B.

3.3 A log of daily hours worked must be kept by the Contractor and submitted monthly to PCSAR.

3.4 Each year in the anniversary month of the Agreement, PCSAR and the Contractor shall review the Description of Services (Exhibit A), the Contractor's performance, comparative rates and Expense Categories (Exhibit B) for possibility of amending these terms.

## **Section 4 - Confidentiality**

4.1 The Contractor agrees that as an administrator and in such other position as the Contractor may hold with PCSAR, the Contractor will acquire information about certain matters which are confidential to PCSAR, which confidential information is exclusive property of PCSAR.

4.2 The Contractor acknowledges that the confidential information could be used to the detriment of PCSAR and that the disclosure could cause irreparable harm to PCSAR. Accordingly, the Contractor undertakes to treat confidentially all confidential information and not to disclose it to any third party or use it for any purpose either during the term of the contract, except as may be necessary in the proper discharge of his or her duties, or after termination of the contract for any reason, except with written permission of PCSAR.

4.3 The parties' undertakings and obligations under this Section 4 will not apply, however, to any confidential information which: (a) is or becomes in the public domain through no action on its part, (b) is generally disclosed to third parties, (c) is approved for release by written authorization of the disclosing party or its designates, or (d) is required to be disclosed by recipient under operation of law.

## **Section 5 – Absence of Restriction upon Disclosure and Competition**

5.1 Contractor hereby represents that its performance of all the terms of this Agreement and as a contractor to PCSAR does not and will not breach any agreement with any other party, including an agreement to keep in confidence proprietary information, knowledge or data acquired by it in confidence or in trust prior to engagement by PCSAR. Contractor agrees that it would not disclose to PCSAR or induce PCSAR to use any confidential or proprietary information or material belonging to any previous employer, client, or others.

## **Section 6 – Rights in Data**

6.1 In consideration of the fees paid by PCSAR to Contractor hereunder, PCSAR shall own the tangible copies of such reports, analyses, handbooks, recommendations, and/or specifications (“Products”) as may be produced by Contractor within the scope of this Agreement. As between PCSAR and Contractor, PCSAR shall own all right, title and interest, including copyrights or other intellectual property rights, in and to any and all ideas, concepts, expertise, systems, methodologies, data or other materials embodied in, underlying or reduced to practice in said tangible Products, all of which shall be deemed works made for hire.

## **Section 7 - Warranties**

7.1 The Contractor shall perform all Services in a good, diligent manner in accordance with the standards of the industry.

7.2 EXCEPT AS SPECIFIED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

## **Section 8 – Limitation of Liability**

8.1 Each party's liability to the other for claims relating to this Agreement, whether for breach or in tort, shall be limited to the price charged to PCSAR for invoices and/or services related to the claim(s).

8.2 IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OF THIS AGREEMENT, INCLUDING BREACH OF WARRANTY, OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. FURTHER, LIABILITY FOR SUCH DAMAGE SHALL BE EXCLUDED, EVEN IF THE EXCLUSIVE REMEDIES PROVIDED FOR IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

## **Section 9 – Force Majeure**

9.1 Contractor shall not be liable to PCSAR for any failure or delay caused by events beyond Contractor's control (except for the Contractor's inability to perform) including without limitation, PCSAR's failure to furnish necessary information; sabotage; failure or delays in transportation or communication; failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials or equipment; or technical failures.

## **Section 10 - Miscellaneous**

10.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

10.2 This Agreement supersedes all prior agreements, written or oral, between Contractor and PCSAR relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the parties. Parties agree that subsequent change or changes in its duties or compensation shall not affect the validity or scope of this Agreement.

10.3 Parties agree that Contractor is an independent contractor, and not an agent, or employee of PCSAR, and that Contractor is not authorized to act on behalf of PCSAR.

10.4 This Agreement will be binding upon the heirs, executors and administrators of the Contractor and inure to the benefit of PCSAR and its successors and assigns.

10.5 No delay or omission by either Party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

10.6 Contractor expressly consents to be bound by the provisions of this Agreement for the benefit of PCSAR or any subsidiary or affiliate thereof without the necessity for any re-execution of this Agreement at the time of such transfer.

10.7 Each Party agrees that the other Party would have no adequate remedy at law should they breach this agreement, and therefore shall be entitled in this circumstance to injunctive and equitable relief as well as any other remedies afforded by law.

10.8 This Agreement is governed by and will be construed as a sealed instrument under and in accordance with the laws of the Province of Alberta. The parties agree to the exclusive jurisdiction of the federal and provincial courts located in Alberta for the adjudication of any dispute arising out of the Agreement.

**Signatures**

I HAVE READ ALL OF THE PROVISIONS OF THIS AGREEMENT AND I UNDERSTAND, AND AGREE TO, EACH OF SUCH PROVISIONS.

For Pincher Creek Search and Rescue Society      For Sabrina Ryans

Signature: \_\_\_\_\_

Title: President

Printed Name: Igor Grujic

Signature: \_\_\_\_\_

Printed Name: Sabrina Ryans

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **Description of Services**

#### **A.1 On behalf of the President:**

- maintain a list of all work that is pending and a journal of all work that has been performed
- bring to the attention of the President any areas of the Administrator's responsibilities that are unlikely to be completed on a timely basis
- prepare agendas for board and general meetings, as recommended by the President
- schedule extraordinary board or general meeting
- such other responsibilities as may be directed by the President

#### **A.2 On behalf of the Treasurer:**

- prepare all cheques for signature
- maintain an accurate set of books
- prepare monthly financial statements consisting of a balance sheet, statement of income and expense, cheque register and bank statement reconciliation
- deliver to each committee a periodic reminder of what portion of their budget line items they've spent and still have available
- Perform financial transactions according to funders' policies (e.g. AGLC); prepare financial statements required by funders
- Record amendments to the Budget

#### **A.3 On behalf of the Secretary:**

- deliver notices of board and general meetings as required
- prepare minutes of board meetings
- prepare minutes of general meetings
- make minutes of all board and general meetings readily available to all members (for example, by placing them on the website)
- make the bylaws and policies readily available to all members (for example, by placing them on the website)
- perform all required government filings (such as annual society filings, change of officers or board members, change of bylaws, charitable filings)

#### **A.4 On behalf of the Board:**

- act as a signing authority on the organization's financial accounts
- acknowledge any email received to the board email address that is not responded to in a reasonable time by a member responsible for the matter
- with each change in board membership, update the contact information as provided to various government agencies, partner organizations, and used within the organization

- provide each new board member with an orientation package
- such other responsibilities as may be directed by the Board

A.5 On behalf of the Membership Committee:

- bring the membership database monthly up to date. Consolidate changes from various sources such as approval of new members, changes made in the Membership Binder - individual records or call-out sheet, e-mailed changes, sign-in sheets from incidents or events, meeting minutes and personal requests to the Administrator.
- maintain the membership binder up to date
- provide new members with an orientation package

A.6 On behalf of the Training Committee:

- Prepare and deliver filings related to training funding completion requirements and extensions. Make filings and correspondence readily available to all committee members (for example, by placing them on the website)
- Provide administrative support for SAR Fundamental/Basics courses
  - Manage the financial side (such as budget, course deposits, collection of expenses/bills for participants, submission of payment details)
  - Manage the advertising and registration side
  - Manage the venue and food

A.7 On behalf of the Equipment Committee

- hold an indexed list of all physical assets owned or possessed by the organization.
- assist in an annual inventory
- purchase of regular replacement supplies

A.8 On behalf of the Audit Committee:

- Make available all financial records, prior to the annual general meeting
- Draft a report based on the committee's findings for their signature
- Distribute the committee's report as part of the annual general meeting

A.9 On behalf of the Preplan Committee:

- Maintain a second copy of the personnel records in the Mobile Command Post
- Maintain a stock of forms used on incidents, so that overhead teams can restock supplies when incidents are over.
- Distribute and replace incident forms when they are updated. Replacements should include the stock of forms, the overhead files in the firehall cabinet and the MCP and the incident kits held by each Search Manager.

A.10 Total work estimate is 40-50 hours per month or 480-600 hours per year. This is an estimate only. The actual hours may be more or less depending on circumstances.

## **EXHIBIT B**

### **Expense Categories**

#### **B.1 Paid by PCSAR**

- Pages printed at \$0.08/printed side or other demonstrated cost
- Required software programs and updates
- Mileage outside of the Pincher Creek Area
- Office Supplies
- Postage
- Other categories as approved by the PCSAR Board

#### **B.2 Not Paid by PCSAR**

- Computer, Printer, Photocopier, Scanner
- General office equipment
- Internet service
- Telephone service
- Mileage within the Pincher Creek area