

**THIS AGREEMENT** made at St. John's, in the Province of Newfoundland and Labrador, on this 17 day of June 2013.

**BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR** as represented by the Minister of Justice

(the "Province")

**AND: CIVIL AIR SEARCH AND RESCUE ASSOCIATION OF NEWFOUNDLAND AND LABRADOR**

(the "Association")

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

#### **1.0 DEFINITIONS**

- a. "Association" means Civil Air Search and Rescue Association of Newfoundland and Labrador;
- b. "Association aircraft" means an aircraft owned or operated by a member of the Association which is identified and approved by the Association as an aircraft for the purpose of "authorized activities";
- c. "authorized activities" means activities of the Association and members authorized pursuant to this Agreement by the Province or the designated representative;
- d. "certified" means accreditation by the Association of a member's proficiency in search and rescue (SAR) techniques, methodology and related training;
- e. "federal tasking" means a search task given by the Joint Rescue Coordination Centre;
- f. "member" refers to an individual member of the Association;
- g. "provincial police force" means the Royal Newfoundland Constabulary or Royal Canadian Mounted Police operating in Newfoundland and Labrador.
- h. "provincial task" means a search and rescue activity tasked by a Provincial Police Force.
- i. "Agreement" where such expression is used herein means this Agreement and all amendments hereto.

#### **2.0 OBJECTIVE**

- 2.01 The Province seeks to augment air search support services available to the Province for the purpose of authorized activities.
- 2.02 In consideration of the terms of this Agreement and subject to the conditions contained herein, the Association agrees to provide certified members and

Association aircraft to augment Provincial resources and to carry out other authorized activities.

### 3.0 PROVINCE UNDERTAKINGS

3.01 The Province agrees to reimburse out of pocket expenses upon production of a claim by the Association for remuneration arising from the use of an association aircraft on authorized activities as follows:

- a. An amount determined by multiplying hours of association aircraft use on authorized activities by the following formula:

$$\frac{2.75 \times .5 \times \text{HP} \times \text{FUEL} \times .65}{\text{FUEL WEIGHT}}$$

Where

2.75 = adjusts cost of fuel to compensate for oil and maintenance costs

.5 = internal combustion engine consumes one-half pound of fuel per hour per rated horsepower

HP = horsepower

FUEL = cost of fuel (per litre)

.65 = percentage of fuel consumed at cruise power

FUEL WEIGHT = weight of fuel per litre

(example: based on this formula with the price of fuel on March 4, 2013 the reimbursement rate for a 4-place Cessna 172 would be \$292.64 per hour, a Piper 180 would be \$329.22, a Cessna 180 would be 420.67 and a Cessna 185 would be \$548.70.)

3.02 The Province agrees to reimburse expenses for meals, travel and accommodations which are incurred by members during authorized activities which shall be reimbursed at rates not to exceed those established by Treasury Board pursuant to the guidelines and policies of the Province even if such rates are lower than the actual costs incurred by the Association.

- 3.03 Notwithstanding the foregoing, it is understood that the Province shall not be liable for any costs or expenses which are not properly authorized or fully substantiated by the Association.
- 3.04 While tasked by a Provincial Police Force, the Association's Members shall be covered under the *Workplace Health, Safety and Compensation Act*.

#### 4.0 ASSOCIATION UNDERTAKINGS

- 4.01 The Association will execute this Agreement in accordance with the following service priorities:
- First: Federal Tasking
- Second: Provincial Tasking
- 4.02 The Association may provide any service for which its members are certified and aircraft are approved. After receiving all pertinent operational information, the Association can accept or refuse to perform the authorized activities based upon safety considerations, capability and availability. These services may include, but are not limited to, the following authorized activities:
- a. air search support for lost or missing persons;
  - b. air support for evidence searches;
  - c. air support during training sessions authorized by a Provincial Police Force; and
  - d. certified aircrew and spotters for duties on other aircraft designated by the Province.
- 4.03 It is understood that a Provincial Police Force is responsible for search and rescue activities within those areas of Newfoundland and Labrador policed by the Force.
- 4.04 The Association agrees to maintain for the duration of this Agreement, at their own cost and expense, with insurers acceptable to the Province, all necessary and appropriate insurance for a prudent operator of this type, and depending upon risk, including but not limited to the following:
- (i) Aircraft Liability Insurance for Third Party Bodily Injury, Personal Injury and Property Damage, to an inclusive limit of not less than \$5,000,000 per occurrence.
  - (ii) General Liability premises insurance to an inclusive limit of not less than \$1,000,000 per occurrence.
- 4.05 The Association will ensure that all members actively participating in search and rescue activities are trained in current search and rescue procedures with each

member being trained in accordance with the Association's Standards. This required training will be kept current by Association members.

- 4.06 The Association will maintain an accreditation card system for each member, which will outline the following information:
- (i) Name
  - (ii) Address
  - (iii) Search Training Successfully Completed
  - (iv) Date of Completion and Expiry

This information will be provided to the Province by December 1 of each year that this Agreement is in force for the purpose of assisting the Province with determining Workplace, Health and Safety Compensation coverage for members. The Association will immediately notify the Province of any membership changes.

- 4.07 Unless directed otherwise by the Province, the standard operating procedures prescribed by the Association shall provide guidance and authority for any authorized activity undertaken by the Association.
- 4.08 The Association shall obtain and pay for all necessary permits or licences (i.e federal, provincial or municipal) required for the execution of the services to be provided under this Agreement.

## **5.0 OPERATIONS**

- 5.01 The Provincial Police Force will assign a Search Coordinator to prepare a response to each ground search and rescue incident utilizing current search management theory and technique.
- 5.02 The Search Coordinator will assign Provincial Police resources to the incident.
- 5.03 When Association resources are required the Search Coordinator will contact the Association and speak with a Flight Coordinator.
- 5.04 The Flight Coordinator will provide the Search Coordinator with an estimate of fees and expenses to be incurred prior to providing services.
- 5.05 Within 30 days of the completion of the requested services, the Association will provide a CASARA expense claim for services rendered.
- 5.06 Only those volunteers and resources requested of the Association will be provided.
- 5.07 The Association crew leader will liaise with the Search Coordinator as to the readiness and response to the Provincial Police Force request.

- 5.08 All search and rescue activities conducted by the Association or its members will be under the control and direction of a Provincial Police Force.
- 5.09 The Association crew leader will ensure that each member given a search assignment is physically capable, properly trained and equipped to complete the task.

## **6.0 TERM**

- 6.01 Provided that this Agreement is not terminated in accordance with Article 7, it shall extend for a period of one (1) year from the date of signing and shall automatically renew on a year to year basis on the anniversary date of signing.

## **7.0 CANCELLATION/TERMINATION**

- 7.01 This Agreement may be terminated by either Party at any time by giving fourteen (14) days written notice to the other.
- 7.02 Where this Agreement is terminated, the Association shall be entitled to payment in respect of any authorized service provided up to the date of termination.

## **8.0 LIMITATION OF LIABILITY/INDEMNITY**

- 8.01 The Parties shall not be liable to each other for losses, costs, or damages of any kind or nature arising out of the subject matter of this Agreement unless the same was caused by the negligence of the Province or the Association or their agents, members, contractors or employees.
- 8.02 The Parties hereby agree to indemnify and save harmless each other and their agents against all losses, costs, charges, or expenses incurred by and as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the other Party where the same was caused by the negligence of the Party or their agents, members, contractors or employees.
- 8.03 Nothing in this Agreement constitutes or deems the Association or its Members to be an officer, servant, agent or partner of the Province. Members acting on behalf of the Association are not considered to be employees of the Province other than for the purpose of the Workplace Health, Safety and Compensation coverage.

## **9.0 NOTICES**

- 9.01 All notices to or upon the respective parties shall be in writing and shall be deemed to have been duly given immediately when delivered by e-mail/fax or

five (5) business days after posting by prepaid registered post to the party to which such notice is required to be given under this Agreement as follows:

To the Province

Department of Justice  
P.O. Box 4700  
Argyle Building Lower Level  
68 Portugal Cove Road  
St. John's, NL A1B 4J6

Attention: Theresa Heffernan  
Telephone: (709) 729-1745  
Fax: (709) 729-5100  
E-mail: [theresah@gov.nl.ca](mailto:theresah@gov.nl.ca)

To the Association

Civil Air Search and Rescue Association  
of Newfoundland and Labrador  
8 Dollard Place  
Mount Pearl, NL  
A1N 4K5

Attention: Brian J. Bishop  
Telephone: (709) 368-9112  
Fax: (709) 368-8974  
E-mail: [casara@nf.aibn.com](mailto:casara@nf.aibn.com)

9.02 Either party may by written notice designate a new address for notices given hereunder.

**10.0 WHOLE AGREEMENT/AMENDMENTS**

10.01 This Agreement constitutes the entire agreement between the parties. There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations, modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

**11.0 LAWS**

11.01 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or


proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

- 11.02 The Association shall ensure that it and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Association or the Association's Representatives in the performance of the Agreement.


## **12.0 GENERAL**

- 12.01 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.
- 12.02 Time shall be of the essence of this Agreement.
- 12.03 The failure of the Parties to insist upon or enforce in any instance strict performance of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Parties right to assert or rely upon any such terms or rights on any future occasion.
- 12.04 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.
- 12.05 The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 12.06 This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.
- 12.07 The Parties shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.

HER MAJESTY IN RIGHT OF  
NEWFOUNDLAND AND LABRADOR

  
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Darin T. King, PhD  
M.H.A., District of Grand Bank  
Minister of Justice

CIVIL AIR SEARCH AND RESCUE  
ASSOCIATION OF NEWFOUNDLAND  
AND LABRADOR

  
\_\_\_\_\_  
Brian J. Bishop  
Provincial President Newfoundland &  
Labrador

Date: June 18, 2013