**AGREEMENT FOR SERVICES**

This agreement made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_\_\_\_, between the Rural Municipality of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the RM”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Officer”).

Whereas the RM has the authority to appoint any officers required to enforce *The Plant Health Act* (“the Act”) within the RM;

And whereas the Officer has the necessary qualifications, experience and abilities to perform those duties and exercise those powers conferred on officers by the Act.

Therefore, the RM and the Officer have agreed to enter into this agreement for their mutual benefit on the following terms and conditions:

**SERVICES**

1. The RM appoints the Officer to serve as the RM’s pest control officer (PCO) and to provide the RM with those services as set out in the Act. Any additional duties or responsibilities required by the RM of the Officer are outlined in the attached Schedule “A” (“the Services”).
2. In proving the Services, the Officer will comply with all reasonable instructions as may be given by the RM.
3. The Officer’s reporting responsibilities, powers and duties may be changed from time to time by the RM as the RM deems necessary. Any such changes will not affect or change any other part of this agreement.

**INDEPENDENT CONTRACTOR**

1. It is expressly agreed that the Officer is acting as an independent contractor and not as an employee in providing the Services under this agreement. The parties acknowledge that this agreement does not create a partnership or joint venture between them, and is exclusively an agreement for services.

**HOURS OF WORK**

1. The Officer will be expected to work as many hours as may be required to control or destroy any pests within the RM. The hours of work shall be determined by the RM in consultation with the Officer and may vary depending on seasonal work demands, weather conditions and other factors. Subject to this, the normal hours of work shall be as follows:

 *(insert)*

1. The total hours of Service over the term of this agreement shall not exceed \_\_\_\_\_\_\_\_\_\_\_ unless the parties agree in writing prior to any additional hours being worked.

**REMUNERATION**

1. In consideration of the Officer’s providing the Services contained in this agreement, the RM will pay to the Officer a wage of $\_\_\_\_\_\_\_ per hour, plus $\_\_\_\_\_\_ per kilometer, and such other expenses as may be approved by the RM.

**TERM**

1. The Officer shall be appointed until the first meeting of the RM’s Council in the year following the year in which the appointment is made unless the appointment is terminated at an earlier date by notice in writing.
2. The Officer may terminate his/her appointment pursuant to this agreement by giving at least one month’s advance notice in writing to the RM. The RM may waive such notice, in whole or in part, and if it does so, the Officer’s entitlement to remuneration pursuant to this agreement will cease on the date the RM waives such notice.
3. The Employer may terminate the Officer’s appointment by giving the Officer at least one month’s advance notice in writing to the Officer.

**RETURN OF PROPERTY**

1. Upon the expiration of this Agreement, the Officer shall return to the RM any property, documentation, or records which are the property of the RM.

**NOTICES**

1. Any notice required to be given to either party shall be delivered to the parties at the following addresses:

 The RM:

 The Officer:

**SEVERABILITY**

1. In the event that any provision of this agreement is found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, such finding will not affect any other provision of this agreement. If any provision of this agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

**WAIVER**

1. The waiver by either party of any breach or violation of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach or violation.

**ENTIRE AGREEMENT**

1. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement except as expressly provided in this agreement.

**MODIFICATION OF AGREEMENT**

1. Any modification of this agreement must be in writing and signed by both the Officer and the RM or it shall have no effect and shall be void.

**HEADINGS**

1. The headings utilized in this agreement are for convenience only and are not to be construed in any way as additions or limitations of the covenants and agreements contained in this agreement.

**INDEMNITY**

1. The Contractor shall be responsible for ensuring adequate insurance coverage is in place for all risks arising out of performance of its services under this Agreement by either:
	1. Confirming that the RM is a participant in SARM’s Liability Self Insurance Plan to ensure the appointed officer has adequate coverage; or
	2. Confirming that as an appointed officer of the RM that the RM’s existing insurance provides adequate coverage; or
	3. The Contractor shall be solely liable for and shall indemnify and save harmless the RM of and from any and all claims arising from the application of pesticides by the Contractor, its agents, employees, servants or workers and the Contractor shall then be responsible for arranging adequate personal insurance coverage.

**GOVERNING LAW**

1. This agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

In witness whereof the Rural Municipality of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has caused its seal to be hereunto affixed, attested to by its proper signing officers in that behalf this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_.

Rural Municipality of

 Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (seal) Reeve

 Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Administrator

In witness whereof \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has hereunto set his/her hand and seal this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_.

SIGNED, SEALED and DELIVERED )

in the presence of: )

 )

 )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Witness

C A N A D A )

PROVINCE OF SASKATCHEWAN )

TO WIT: )

**AFFIDAVIT OF EXECUTION**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , of the \_\_\_\_\_\_\_\_\_ of\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

named in the within agreement who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. THAT the same was executed at the \_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , in the Province of Saskatchewan, on the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_\_\_ and that I am the subscribing witness thereto.

3. THAT I know the said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and he is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the \_\_\_\_\_\_\_\_\_\_ )

of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , in the Province )

of Saskatchewan, this \_\_\_\_\_\_\_ day )

of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_\_\_. )

 )

 )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A Commissioner for Oaths for Saskatchewan.

My appointment expires:

**SCHEDULE “A”**

**Officer’s Reporting Responsibilities, Powers and Duties**

The Officer is appointed to enforce the Act and to investigate and deal with complaints made to the RM or to him/her directly respecting pests. The following terms are intended to clarify the Officers reporting responsibilities, duties and authorities that the RM expects to be followed. Schedule “A” forms part of the agreement to which it is attached.

1. [these could outline the process for providing information back to the RM]
2. [these should include the way hours, mileage or other expenses are to be reported]
3. [these could include a listing of other duties required by the RM of the Officer]