SERVICE PURCHASE AGREEMENT

Dated this _____ day of _____, 2012.

BETWEEN:

THE GOVERNMENT OF MANITOBA
as represented by
THE MINISTER OF HEALTH,

(called "Manitoba"),

OF THE FIRST PART,

- and -

THE CITY OF WINNIPEG

(called "the City"),

OF THE SECOND PART.

WHEREAS Manitoba has established the West Nile Virus Program;

AND WHEREAS the Program targets mosquito species known to be vectors of West Nile virus;

AND WHEREAS the City has the capacity and intent to assist the Program by conducting the Services specified in Schedules "A", "B", "C", and "D" attached hereto, namely Mapping And Larval Sampling, Adult Mosquito Surveillance and Targeted Larviciding In the Capital Region and Targeted Adulticiding in the Capital Region excluding City of Winnipeg and in other Municipalities and Towns and Villages in Southern Manitoba, through the Insect Control Branch of the Public Works Department of the City of Winnipeg;

AND WHEREAS in consideration of the City providing the Services, Manitoba will pay the City's Eligible Costs in providing those Services, on the terms and conditions as hereinafter set out in this Agreement;

NOW THEREFORE Manitoba and the City agree as follows:

SECTION 1 – TERM OF THIS AGREEMENT/DEFINITIONS/INTERPRETATION

1(1) This Agreement is effective upon execution by both Parties and shall continue until October 31, 2012 unless terminated earlier under section 11 hereof.

1(2) In this Agreement:

"Capital Region" means, for the purpose of this Agreement the area of the Capital Region in which the City is already involved with nuisance mosquito control. This includes the City of Winnipeg and the rural municipalities of East St. Paul, Headingley, MacDonald, Ritchot, Rosser, Springfield, St. Clement, St. Andrews, Tache and West St. Paul.

"Completion Criteria", as defined by each Schedule, means Services completed within a specified timeframe;

"Cost Recovery" means a method that incorporates a rate structure by which all identified costs of a service or program are recovered, including salaries, employment benefits, materials, operating supplies and overhead/ administrative cost but excluding capital acquisitions and replacement of capital acquisitions;

"Eligible Costs" means the costs as set out in Schedule "E" attached hereto;

"Participating Municipality" means those municipalities identified in the relevant Schedule as being involved in a particular component of the Program;

"Practice Guidelines" means standards/expectations identified by Manitoba Health and Healthy Living and the City of Winnipeg's protocols regarding equipment and pesticide/ chemical usage and any industry guidelines regarding the use of such pesticide/ chemical;

"Program" means the 2012 Provincial West Nile Virus (WNV) Program;

"Services" means the services to be performed by the City as specified in Schedules "A", "B", "C" and "D".

"Term" means the term of this Agreement as specified in section 1(1) hereof.

1(3) Whenever the singular or masculine is used in this Agreement, it shall be interpreted as including the plural, feminine or neuter wherever the context so requires.

SECTION 2 – SERVICES TO BE PROVIDED

2(1) The City agrees to provide the Services during the Term in accordance with Schedules "A", "B", "C" and "D" on the terms and conditions set out in this Agreement.

2(2) Schedules "A", "B", "C", "D" and "E" are attached hereto and form an integral part of this Agreement.

2(3) If there is any inconsistency between the main body of this Agreement and any Schedule, the main body of this Agreement shall govern.

2(4) Termination by Manitoba: Services in Schedules "A", "B", "C", and "D" may be terminated independent of each other and prior to the Completion Criteria being met by the City. To terminate a Service prior to the applicable Completion Criteria for that Service being met, Manitoba is required to provide twenty-four (24) hours' prior written

notification to the Director of Public Works Department and any such written notification shall specify which Service is to be terminated (referring to appropriate Schedule), and date of termination.

2(5) Initiation, suspension and termination by the City: The City's provision of the Services pursuant to this Agreement is subject to the City's obligation, judged solely by the City to meet its other obligations and priorities as a municipal corporation. Accordingly, the City reserves the right by notice in writing to Manitoba to decline to provide a Service within twenty-four (24) hours of being requested by Manitoba. In addition, the City may, upon twenty (24) hours prior written notice to Manitoba, suspend the provision of any Service for a period of time not to exceed forty-eight hours (48) hours. Forty-eight (48) hours prior written notice is required to terminate all further Services. Any notice that may be given by the City under this section 2(5) must be in writing and given on a weekday, not weekends or statutory holidays, in order to be effective.

2(6) In the provision of the Services, the City represents and warrants that:

(a) it shall provide its employees, agents or representatives with supervision, training, equipment, protective clothing, supplies, administrative support, and shall take all other steps necessary for the proper performance of the Services;

(b) it shall supply competent personnel to perform the Services and shall ensure that no person is employed by it to perform the Services, or any part thereof, unless he or she has been adequately instructed and trained by the City;

(c) it shall provide its employees, agents or representatives with materials, chemical agent, supplies, equipment, including City-owned or leased and insured motor vehicles, gloves, and such other materials, supplies or equipment required by the City's personnel in order to provide the Services;

(d) it shall put in place all reasonable measures, including but not limited to administrative, operational and cost containment measures to avoid incurring any deficit or cost overrun in connection with the Services or any of them, it being understood and agreed by the City that Manitoba's payments under this Agreement towards Eligible Costs shall not exceed the maximum amounts specified in the Schedules, as follows:

(i)	Schedule "A"	$10,000.00
(ii)	Schedule "B"	$80,000.00
(iii)	Schedule "C"	$183,988.21
(iv)	Schedule "D"	$60,000.00
	SUB TOTAL:	**$333,988.21**

SECTION 3 – MANITOBA'S RESPONSIBILITIES

3(1) Manitoba represents and warrants that it shall:

(a) provide co-ordination and develop such arrangements with other municipalities as may be required by Manitoba;

(b) ensure that, where entry by the City personnel onto private property located in any other municipality is necessary in order to provide the Services in that municipality, that any required consent or authorization from the owner of such private property has been first obtained by the relevant municipality and are in place for such entry ;

SECTION 4 – PAYMENTS

4(1) The City's provision of the Services under this Agreement is based on the principle of 100% Cost Recovery with the City's Services intended to be revenue neutral to the City.

4(2) The City's costs include employee salaries and benefits, equipment, supplies, materials and administrative costs as specified in Schedule "D" hereto. Where any of the City's actual costs in providing the Services are impossible to ascertain, they shall be based on best estimates.

4(3) Manitoba will provide payments to the City for the Eligible Costs relating to the Services actually provided, up to the maximum amounts specified in clause 2(6) (d) of this Agreement.

4(4) Payments for the Services whether in whole or in part shall not be deemed nor considered earned in the hands of the City, nor payable or due and payable by Manitoba, until such time as:

(a) the Services are actually provided and are not subject to any third party interests, whether by security agreement or otherwise;

(b) the Eligible Costs relating to those Services have been identified on a mid-term estimate and subsequently properly invoiced in writing to Manitoba by the City at the end of the Term;

(c) the City also provides to Manitoba, the mid-term estimate and invoice referred to in clause (b) such documentation as Manitoba may reasonably require to support the City's invoice for the Services; and

(d) the City provides Manitoba with its written best estimates of the Eligible Costs of providing the Services in each participating municipality, other than the City of Winnipeg, where it is not possible for the City to identify the actual eligible costs of those Services.

4(5) Where the City provides any other services or work outside the scope of this Agreement, such services or work shall not be affected by this Agreement and Manitoba has no liability to compensate the City in respect thereof.

4(6) The City will provide Manitoba with all invoices, supporting documentation and any written best estimates required under this Agreement by no later than November 30, 2012.

4(7) Manitoba shall endeavour to pay any properly invoiced Eligible Costs within sixty (60) days following Manitoba's receipt and approval of such invoice and any required supporting documentation and best estimates.

SECTION 5 – THE CITY REPORTING REQUIREMENTS

5(1) The City shall keep or cause to be kept complete and accurate accounts and records respecting the performance of this Agreement, satisfactory to Manitoba, acting reasonably.

5(2) The City shall provide such reports, satisfactory in form and content to Manitoba, as may be reasonably requested by Manitoba.

5(3) All accounts and records required to be kept by the City shall be maintained by the City for a minimum of three (3) years following the expiry or earlier termination of this Agreement.

5(4) Manitoba's representatives or auditors may inspect, copy and at its own cost audit the accounts and records of the City relating to this Agreement at any reasonable time during the term of this Agreement or within three (3) years after the expiry or earlier termination of this Agreement. The City shall provide any clarification reasonably requested by Manitoba's representatives or auditors with respect to these accounts and records, or the Services, and shall cooperate fully in any inspection or audit.

SECTION 6 – PUBLIC COMMUNICATION

6 Manitoba will assume responsibility for any or all communication with the public as Manitoba considers necessary regarding the Program and the Services to be provided by the City under this Agreement.

SECTION 7 – OWNERSHIP OF INFORMATION

7(1) All information, data (excluding the City's GIS Mapping Database), research, documents, photographs and materials discovered or produced by the City or any officers, employees or agents of the City in the performance of this Agreement, and all copyright therein (including moral rights), shall be the exclusive property of the Government of Manitoba.

7(2) Effective on the date on which this Agreement is executed by both Parties, Manitoba hereby grants to the City, subject to the other terms and conditions of this Agreement, a conditional, royalty-free, and non-exclusive license to use the property, as referred to in section 7(1), for the City's use to support its own insect control operations. The City agrees to respect the Government of Manitoba's copyright in that property and to take all reasonable steps to preserve and protect such copyright. The City shall not reverse engineer any computer data nor copy, reproduce, redistribute, market, assign, transfer, sell or allow any third party to use or have access to the Government of Manitoba's property in whole or in part without the prior consent of Manitoba.

SECTION 8 – CONFIDENTIALITY OF INFORMATION, ETC. ACQUIRED

8 While this Agreement is in effect and at all times thereafter the City and its officers, employees and agents of the City:

(a) shall treat as confidential all information, data, documents and materials acquired or to which access has been given in the course of, or incidental to, the performance of this Agreement;

(b) shall not disclose, or permit to be disclosed, to any person, corporation or organization such information, data, documents or materials except in accordance with *The Personal Health Information Act* and all other applicable laws or statutes;

(c) shall comply with all applicable laws and statutes, including, but not limited to, *The Personal Health Information Act* and its regulations, and any policy which may be established by Manitoba with respect to safeguarding or ensuring the confidentiality of such information, data, documents or materials.

SECTION 9 – INDEMNIFICATION

9(1) Manitoba shall indemnify and save harmless the City from and against all claims, demands, proceedings losses, damages, liabilities, deficiencies, costs, expenses (including all legal fees and disbursements) or amounts required to be paid by law that the City suffers or incurs as a consequence of the City providing the services contemplated by this agreement, notwithstanding the fact that they may have caused or contributes to by the City, its personnel or a third party, and notwithstanding the fact that any of the City's personnel may have neglected or failed to make reasonable efforts to ensure their personal safety or to adhere to the practice guidelines when providing the services, provided that it is understood and agreed that this indemnity shall not apply to any claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs, expenses or amounts:

(a) arising from the City's operation of motor vehicles that are registered under *The Highway Traffic Act* (Manitoba) and used by the City in the provision of the services contemplated by this Agreement; and

(b) that the City is insured for, except for any deductible that the City would be required to pay in accordance with the terms of such insurance.

SECTION 10 – EXTENSION OF AGREEMENT

10 This Agreement may only be extended by written agreement between Manitoba and the City made prior to the expiry date of this Agreement.

SECTION 11 – TERMINATION

11(1) Either Party may terminate this entire Agreement without cause or for convenience by giving forty-eight (48) hours notice in writing to the other Party, provided that such notice is given on a weekday, not weekends or statutory holidays.

11(2) Upon termination of any individual Service in accordance with section 2(5) hereof or the termination of this entire Agreement in accordance with section 11(1) hereof, the City shall cease to perform any further work with respect to that individual Service or at all, as the case may be, and shall deliver to Manitoba any finished work which has not been delivered and accepted prior to termination, together with any materials and work-in-progress relating to this Agreement. Manitoba shall be under no obligation to the City other than to pay, upon receipt of an invoice, supporting documentation and any best estimate satisfactory to Manitoba in form and content, such compensation as the City may be entitled to receive under this Agreement for work completed to the satisfaction of Manitoba up to the effective date of termination.

SECTION 12 – SURVIVAL OF TERMS

12 Sections 5(3) and (4), 7, 8, and 9 shall survive the termination or expiry of this Agreement.

SECTION 13 – NO ASSIGNMENT OF AGREEMENT

13(1) The City shall not assign or transfer this Agreement or any of the City's rights or obligations under this Agreement, or subcontract any of the Services, without the express written approval of Manitoba.

13(2) No assignment or transfer of this Agreement shall relieve the City of any obligations under this Agreement, except to the extent that they are properly performed by the City's permitted assigns.

13(3) This Agreement shall be binding upon the administrators, successors and any permitted assigns of the City.

SECTION 14 – INDEPENDENT CONTRACTOR

14(1) The City is an independent contractor and this Agreement does not create the relationship of employer and employee or of principal and agent between Manitoba and the City or any officer, employee or agent of the City.

14(2) The City shall not incur any expenses or debts on behalf of or make any commitment for Manitoba, without the prior authorization in writing of Manitoba.

14(3) The City is responsible for any deductions or remittances which may be required by law.

SECTION 15 – ENTIRE AGREEMENT

15 This document and the attached Schedules “A”, “B”,”C”, “D”, and “E”, which form part of this Agreement, constitute the entire Agreement between the Parties. There are no undertakings, representations or promises, expressed or implied, other than those contained in this Agreement.

SECTION 16 – AMENDMENTS

16 No amendment or change to or modification of this Agreement shall be valid unless it is in writing and signed by both Parties.

SECTION 17 – TIME OF ESSENCE

17 Time shall be of the essence of this Agreement.

SECTION 18– APPLICABLE LAW

18(1) This Agreement shall be interpreted performed and enforced in accordance with the laws of the Province of Manitoba.

18(2) The Services are being purchased under this Agreement by the Government of Manitoba and are therefore not subject to the federal Goods and Services Tax. The City represents and warrants that Goods and Services Tax has not been included or quoted in any fees, prices or estimates and shall not be included in any invoice provided, or claim for payment requested, under this Agreement, unless the GST has been paid by the City for Goods and Services obtained by the City in order to provide the Services.

SECTION 19 – NOTICES

19(1) Any notice or other communication to the City under this Agreement, unless otherwise specified in the main body or Schedules “A” through “D”, shall be in writing and shall be delivered personally to the City or an officer or employee of the City or sent by registered mail, postage prepaid, or by way of facsimile transmission to:

Mr. Brad Sacher
Director of Public Works
City of Winnipeg
103 - 1155 Pacific Avenue
Winnipeg, MB. R3E 3P1

Tel. # (204) 986-5285
Fax # (204) 986-7358

19(2) Any notice or other communication to Manitoba under this Agreement shall be in writing and shall be delivered personally to Manitoba or an officer or employee of Manitoba or sent by registered mail, postage prepaid, or by way of facsimile transmission to:

Anita Moore
Executive Director
Public Health and Primary Health Care Division
Manitoba Health
4th Flr 300 Carlton St
Winnipeg, Mb. R3B 3M9

Tel # (204) 788-6781
Fax # (204) 956-1917

19(3) Either party may at any time designate in writing another person or address for receiving notices under this Agreement.

This Agreement has been executed by the Minister of Health or delegate on behalf of the Government of Manitoba and by City (by its Chief Administrative Officer) on the dates noted below.

SIGNED IN THE PRESENCE OF:

FOR THE GOVERNMENT OF MANITOBA

_____
WITNESS

_____
MINISTER OF HEALTH or delegate

_____
DATE

FOR THE CITY OF WINNIPEG

_____
WITNESS

_____
CHIEF ADMINISTRATIVE OFFICER

_____
DATE

SCHEDULE "A"

Mapping and Larval Sampling and Larval Identification

This is Schedule "A" to a Service Purchase Agreement (hereinafter referred to as "this Agreement") between the Government of Manitoba and the City of Winnipeg.

General Description of Initiative and Services to be provided by the City:

The 2012 Provincial West Nile Virus (WNV) Program includes a Mapping and Larval Sampling component.

The goal of this component is to update and revise the 2011 mapping data and identify new sites where eggs may be laid for mosquito species known to be vectors of West Nile virus, and to take larval samples sufficient to confirm the presence of those mosquito species. This component is distinct from the mapping and larval sampling activities regularly carried out by the City for the purpose of control of nuisance mosquitoes.

Under the overall policy and program direction of the Public Health, Manitoba Health, the City will provide the following Services under this Agreement:

1. Update mapping data, including new sites where mosquitoes of concern may lay their eggs and in which larvae of the relevant mosquito species are likely to be found;

2. Assess the site, confirm that the standing water identified contains mosquito larvae and confirm the larval composition of these sites; this identification should include the relative proportion of *Culex tarsalis* larvae compared to other larvae overall in the sites as a support to decision-making regarding larviciding.

3. Collect data about the site based upon pre-determined parameters established by Manitoba in consultation with the City;

4. Document the sites as necessary; using the GPS system (Global Positioning System);

5. Enter all new information into a GIS (Geographic Information System) database;

6. Share these datasets with Manitoba for integration into the Provincial GIS mapping registry, as required;

7. The City shall provide for the activities contemplated by this Agreement the services of the City's Insect Control Branch for up to 16 hours per day, 7 days per week, with exception of statutory holidays;

8. The City will undertake an updating of 2011 maps of water sites related to mosquitoes known to carry WNV early in the season and provide this information electronically to Manitoba by early July so that information can be provided to municipalities. Additional mapping information collected during the season can be forwarded to Manitoba in a time frame that is appropriate to operational activities.

9. The City will undertake larval identification in the City's lab from samples originating from sentinel communities in southern Manitoba, for a time period of approximately three weeks, beginning mid - June 2012 as directed by Manitoba, and will provide verbal results of *Culex tarsalis* larval identification to Manitoba as soon as it becomes available. Written/electronic records of larval identification results will be provided by the City to Manitoba on a weekly basis during this three week timeframe.

Geographical Area

The City's mapping and larval sampling activities under this Agreement will take place within the City of Winnipeg and in areas of the Capital Region in which the City is already involved with nuisance mosquito control. (These are all located within a radius of approximately 6-10 km of the City limits and specified in the attached map) The City will conduct its mapping and larval sampling activities in such a manner as to meet requirements if larviciding for species of mosquito related to West Nile virus is to be undertaken. Mapping and larval sampling will precede any larviciding in response to West Nile virus.

The City's activities related to larval identification will occur from samples from sentinel communities in southern Manitoba as identified by Manitoba. These include: Altona, Beausejour, Carman, Morden, Morris, Niverville, Oakbank, Peguis, Pinawa, Selkirk/St.Andrews, Ste.Anne, Steinbach, Stonewall/Stoney Mountain, Winkler, Winnipeg Beach/Gimli. Larval sampling will not occur from all communities at the same time.

Manitoba will be responsible for providing overall direction regarding which priority areas are to be targeted for mapping and larval sampling.

Timeframe/Initiation and Completion Criteria

Within the context of the overall direction provided by Manitoba, specific mapping and larval sampling activities including when and where will be determined by Manitoba in collaboration and consultation with the City, both acting reasonably.

Manitoba will provide payments to the City up to a maximum amount of $10,000.00 for the provision of these Services identified in this Schedule "A".

SCHEDULE "B"

Adult Mosquito Surveillance

This is Schedule "B" to a Service Purchase Agreement (hereinafter referred to as "this Agreement") between the Government of Manitoba and the City of Winnipeg.

General Description of Initiative and Services to be provided by the City:

The 2012 Provincial West Nile Virus (WNV) Program includes an Adult Mosquito Surveillance component.

The goal of this component is to provide adult mosquito surveillance, particularly for mosquito species known to be vectors of West Nile virus. This component will include trapping, sorting and identification of mosquitoes by species and the submission of samples to Manitoba for viral analysis. This component is distinct from the adult mosquito surveillance activities regularly carried out by the City for the purpose of control of nuisance mosquitoes.

Under the overall policy and program direction of the Public Health, Manitoba Health, the City will provide the following Services under this Agreement:

1. Set and maintain traps;

2. Sort, count and identify the trapped mosquitoes by species as per Manitoba protocol;

3. Pool and deliver mosquito samples for viral analysis, to a designated laboratory within Winnipeg;

4. The City's total capacity limit for the processing of mosquitoes equals 10,000 mosquitoes per weekday. Processing (which includes sorting, counting, identifying by species, and pooling samples for viral analysis) will be performed on a Sunday to Wednesday work week. On a daily basis and once the City's mosquitoes are processed, or as prioritized by Manitoba, the City will provide services for the processing of mosquitoes (sorting, identification, pooling) from traps in areas beyond the area defined for the purposes of this Agreement, as identified by Manitoba.

5. The City will provide 15 base traps in specific areas of the City of Winnipeg and 4 traps in specific Capital Region areas, (i.e. East St. Paul, West St. Paul, and Headingly), as directed by Manitoba. Each trap will be serviced 2 times per week.

6. The City will provide the setting and maintaining of traps by the City's Insect Control Branch for up to 16 hours per day, 7 days per week. All personnel engaged in providing the services contemplated by this Agreement will remain employees of the City of Winnipeg who will assume responsibility for day-to-day operation of the program, including staff supervision of the employees.

7. The City will monitor staff activity and will enter the mosquito surveillance information (e.g. trap locations, speciation, and absolute and relative mosquito numbers) into the provincial data base format once a week on Wednesday mornings.

Geographical Area

The City's activities under this Agreement will take place within the City of Winnipeg and in areas of the Capital Region in which the City is already involved with nuisance mosquito control. (These are all located within a radius of approximately 6-10 km of the City limits and specified in the attached map). The City will also count, sort and identify mosquito pools sent from sentinel communities in southern Manitoba. The City will conduct its mosquito surveillance activities in such a manner as to meet standards determined by Manitoba.

Processing of mosquitoes from traps other than from those maintained by the City include the communities of : Altona, Beausejour, Carman, Morden, Morris, Niverville, Oakbank, Roseau River FN, Selkirk/St. Andrews, Ste.Anne, Steinbach, Stonewall/Stoney Mountain, Winkler, Gimli, Portage la Prairie, Sandy Bay FN.

Manitoba will continue to be responsible for conducting the overall West Nile virus Mosquito Surveillance Program and will be responsible for providing overall direction regarding which priority areas are to be targeted for trapping. Coordination between the City and Manitoba would involve Manitoba identifying priority locations for traps within the City of Winnipeg and in Adjacent Municipalities.

Timeframe/Initiation and Completion Criteria

Within the context of the overall direction provided by Manitoba, Manitoba in collaboration and consultation with the City, both acting reasonably, will determine specific surveillance activities including initiation, duration and location of activities.

Manitoba will provide payments to the City up to a maximum amount of $80,000.00 for the provision of these Services identified in this Schedule "B".

SCHEDULE "C"

Targeted Larviciding in the Capital Region

This is Schedule "C" to a Service Purchase Agreement between the Government of Manitoba and the City of Winnipeg.

General Description of Initiative and Services to be provided by the City:

The 2012 Provincial West Nile Virus (WNV) Program includes a Targeted Larviciding in the Capital Region component.

The goal of this component is to conduct targeted larviciding activities for mosquito species known to be vectors of West Nile virus, upon confirmation of the presence of those species of mosquitoes by larval sampling and testing. This component is distinct from the larviciding activities regularly carried out by the City for the purpose of control of nuisance mosquitoes.

Under the overall policy and program direction of the Public Health, Manitoba Health, and under a case by case approval per municipality by Manitoba, the City will provide the following Services under this Agreement:

1. Conduct pre and post larviciding larval sampling under the general rule that larval sampling and mapping must precede larviciding.

2. Document the larvicided sites; using the GPS system (Global Positioning System).

3. Enter all information into the GIS (Geographic Information System) database.

4. Provide these datasets to Manitoba for integration into the Provincial GIS mapping registry, as requested.

5. The City will provide for the activities contemplated by this Agreement, the services of the City's Insect Control Branch for up to 10 hours per day, 7 days per week, with exception of statutory holidays.

6. The City will monitor staff activity and provide Manitoba with written updates of findings on a biweekly basis, with verbal updates in between.

The City maintains the right, as their standard practice of service delivery, to contract for helicopter services as the City determines to be necessary and as may be approved by Manitoba.

Geographical Area

The City's activities under this Agreement will take place within areas of the Capital Region in which the City is already involved with nuisance mosquito control. (These are all located within a radius of approximately 6-10 km of the City limits and specified in the attached map). For 2012, this includes communities within the municipalities of East St. Paul, West St. Paul, Springfield, and Ritchot.

Manitoba will be responsible for providing overall direction regarding which priority areas are to be targeted for larviciding. The City will be provided with written copies of approvals for cost-shared funding for those municipalities included in this agreement. Should the City anticipate exceeding the approved amounts, the City will notify both the municipality and Manitoba of this prior to continuing to provide the services. The City will also provide Manitoba with current actual costs incurred for WNV-related larviciding in each of these municipalities in mid July. Within the context of the overall direction provided by Manitoba, larviciding activities will be determined by Manitoba in collaboration and consultation with the City, both acting reasonably. The City may be requested by Manitoba to consult with the affected municipalities.

Timeframe/Initiation and Completion Criteria

Manitoba in consultation with the City will initiate the provision of these Services. Manitoba's designate to provide a minimum of 48 hours written notification (provided that such notice is given on a weekday, not weekends or statutory holidays) to the Director of Public Works specifying start date and completion criteria, in addition to the maximum dollar value provided.

Manitoba will provide payments to the City up to a maximum amount of $183,988.21 for the provision of these Services under this Schedule "C".

SCHEDULE "D"

Targeted Adulticiding in the Capital Region, excluding City of Winnipeg, and in other municipalities and towns and villages in southern Manitoba

This is Schedule "D" to a Service Purchase Agreement (hereinafter referred as "this Agreement") between the Government of Manitoba and the City of Winnipeg.

General Description of Initiative and Services to be provided by the City:

The 2012 Provincial West Nile Virus (WNV) Program includes a targeted Adulticiding contingency plan in the Capital Region and other municipalities and towns and villages in southern Manitoba.

Municipalities outside of the City of Winnipeg may need to implement mosquito adulticiding to minimize the risk to human health from West Nile virus in 2012. To this end, Manitoba has implemented a contingency plan for adulticiding in rural areas of the province of Manitoba in order to respond to this need in urgent and critical circumstances. Manitoba will, on a case by case approval, identify which municipalities will be targeted for adulticiding.

Manitoba will coordinate, with the affected municipality, a public notification process to accommodate people with a disability or who oppose the use of pesticides.

Under the overall policy and program direction of Public Health, Manitoba Health, the City will provide the following Services under this Agreement:

1. Provide human resource capacity to municipalities identified by Manitoba for the delivery of adult mosquito control (adulticiding) related to West Nile virus, on public property and, where the City has been advised of authorization for entry, private property, provided that the following conditions are met:

    (a) Manitoba shall identify which municipalities require the adulticiding service;

    (b) The adulticiding service may include two (2) rounds within a period of seven (7) days within specified geographical area(s) of the municipality. Should weather conditions not permit the specified rounds within this time frame, direction will be obtained from Manitoba. The City will plan and implement the operational strategy best suited to the relevant conditions within each municipality;

    (c) City employees will refrain from adulticiding where an individual is outdoors and in close proximity to the fogging vehicle and, in the event of interference or obstruction with the provision of Services, will simply evade and avoid confrontations;

    (d) The City will undertake the necessary preparation work for the adulticiding that would include familiarization with the maps and municipality and consultation with authorities of the affected municipalities; and

(e) The City will provide information to Manitoba as to the date and time of completion and degree of implementation that was completed and other information relevant to the implementation.

Geographical Area

Municipalities within the Capital Region are:

East St. Paul	Ritchot	Headingley	Rosser
West St. Paul	Tache	St. Clement	Springfield
St Andrews	MacDonald		

The geographic area which this Agreement applies beyond the Capital Region includes all municipalities, towns and/or villages within the southern part of the Province that have been identified and approved by Manitoba for receiving adulticiding services from the City. Specific instructions as to which municipalities, towns or villages and their respective boundaries in southern Manitoba will receive adulticiding services under this Agreement, will be provided by Manitoba to the City.

Timeframe/Initiation and Completion Criteria

Manitoba will initiate the provision of these services by Manitoba's designate providing a minimum of forty-eight (48) hours' prior written notification (provided that such notice is given on a weekday, not weekends or statutory holidays) to the Director of the Public Works Department, specifying the start date in such written notification. Termination of these services also requires forty-eight (48) hours' prior written notification by Manitoba's designate to the Director of the Public Works Department.

Manitoba will provide payments to the City up to a maximum amount of $60,000.00 for the provision of these Services under this Schedule "D".

SCHEDULE "E"

Eligible Costs

This is Schedule "E" to a Service Purchase Agreement (hereinafter referred as "this Agreement") between the Government of Manitoba and the City of Winnipeg.

SALARIES - Actual Employee salaries and benefits.

SERVICES – Vehicle mileage allowance, vehicle rentals, telephone, and other expenditures required to support the services provided.

MATERIALS – Office supplies, fuel, operating supplies, insecticide, maps, uniforms and safety clothing, compressed gas and other expenditures required to support the services provided.

OVERHEAD / ADMINISTRATIVE COSTS – 20% of the cost of Services invoiced.