



CITY OF DAUPHIN

BY-LAW NUMBER 01/2011

Being A By-Law Of The City Of Dauphin To Authorize An Agreement With The Rural Municipality Of Dauphin Respecting The Supply Of Fire Protection Services For The Rural Municipality Of Dauphin

WHEREAS the City of Dauphin operates fire protection services, has appointed a Fire Chief and owns fire protection assets through a fire department situated within the City of Dauphin;

AND WHEREAS the Rural Municipality of Dauphin wishes to contract with the City of Dauphin for the purposes of receiving fire protection services for specified areas within the Rural Municipality of Dauphin from the City of Dauphin;

AND WHEREAS Section 266 of The Municipal Act authorizes a municipality to enter into an agreement with a person, other municipality or an agency or department of the Government of Manitoba or the Government of Canada for the purposes of providing fire protection services;

AND WHEREAS the Councils of the City of Dauphin and The Rural Municipality of Dauphin have duly enacted any required by-laws or passed any required resolutions to authorize such an agreement between the parties;

NOW THEREFORE THE COUNCIL OF THE CITY OF DAUPHIN, DULY ASSEMBLED, ENACT AS FOLLOWS:

1. That the City of Dauphin and The Rural Municipality of Dauphin do make and enter into an Agreement in the form hereto annexed as schedule "A" and that the Mayor and the Chief Administrative Officer be and are hereby authorized to execute the said Agreement and affix the corporate seal of the City.
2. That By-law No. 4304 of the City of Dauphin be hereby repealed.

DONE AND PASSED by Council of the City of Dauphin in Regular Session assembled, this 21st day of March, A.D., 2011.


Eric Irwin, Mayor


Brad D. Collett, Chief Administrative Officer

READ A FIRST TIME this 7th day of March, A.D., 2011.
READ A SECOND TIME this 21st day of March, A.D., 2011.
READ A THIRD TIME this 21st day of March, A.D., 2011.

MUNICIPAL FIRE PROTECTION AND PREVENTION SERVICES AGREEMENT dated this 21st day of MARCH, 2010. 2011.

BETWEEN:

THE CITY OF DAUPHIN
(hereinafter called the "City")

- and -

THE RURAL MUNICIPALITY OF DAUPHIN
(hereinafter called the "Municipality")

WHEREAS the City operates fire protection and prevention services, has appointed a Fire Chief and owns fire protection assets through a fire department situated within the City of Dauphin;

AND WHEREAS the Municipality wishes to contract with the City for the purposes of receiving fire protection and prevention services within specified areas of the Municipality from the City;

AND WHEREAS section 266 of *The Municipal Act* authorizes a municipality to enter into an agreement with a person, other municipality or an agency or department of the Government of Manitoba or the Government of Canada for the purposes of providing fire protection services;

AND WHEREAS the councils of the City and the Municipality have duly enacted any required by-laws or passed any required resolutions to authorize such an agreement between the parties;

AND WHEREAS the Municipality owns and operates the Sifton Fire Department(SFD) to respond to grass and wildland fires and to assist the City with structural fire suppression in the Municipality north of road 156N , also known as the correction line extending to the to the northern edge of the Municipality.

NOW THEREFORE, in consideration of the mutual covenants and representations contained in this Agreement, the City and the Municipality agree as follows:

SECTION 1.00 - DEFINITIONS AND SCHEDULES

1.01 In this Agreement,

- (a) "Fire Area" means the fire area(s) of the Municipality as described in Schedule A hereto;
- (b) "Fire Chief" means the chief of the fire department of the City duly appointed by the council of the City of Dauphin and, if provided for pursuant to the appointment, his or her designate;
- (c) "Fire Department" means the Dauphin Fire Department situated within the City of Dauphin;
- (d) "Fire Protection Services" means those fire protection services (as defined in *The Municipal Act*), emergency response services (as defined in *The Fires Prevention and Emergency Response Act*) and those other services that the City agrees to provide to the Municipality, as more particularly described in Schedule B hereto.
- (e) "Fire Inspection" means a response by a qualified Fire Inspector to conduct an inspection based upon applicable Legislation and Codes.

1.02 The following schedules are attached hereto and form part of this Agreement:

- (a) Schedule A – Fire Area of the Rural Municipality of Dauphin
- (b) Schedule B – Fire Protection Services
- (c) Schedule C – Rural Municipality of Dauphin Water Sources
- (d) Schedule D – Rural Municipality of Dauphin Bridges
- (e) Schedule E – By-law (or Resolution) of the Rural Municipality of Dauphin
- (f) Schedule F – Fees
- (g) Schedule G - Fifteen Year Capital Apparatus Replacement Plan

SECTION 2.00 - TERM

2.01 This Agreement shall come into effect upon signing by the parties and shall remain in force for a period of ten (10) years, unless terminated earlier in accordance with section 10.01. The parties agree that this Agreement shall be automatically renewed from year to year unless either party gives written notice to the other party, indicating its desire to terminate the Agreement, in accordance with section 10.01.

SECTION 3.00 - CITY OF DAUPHIN RESPONSIBILITIES

- 3.01 Subject to section 3.03 of this Agreement, and subject always to the City exercising industry standards of care in providing and/or carrying out its obligations under this Agreement, the City agrees to supply those Fire Protection and Prevention Services as specifically described in Schedule B to the Municipality in the Fire Area specifically described in Schedule A.
- 3.02 Upon receiving a request from the 911 dispatcher or other designated individual, the Fire Chief of the City, or their designate, will respond to the request for Fire Protection Services in the Municipality with, in the opinion of the Fire Chief or his or her designate,, the appropriate apparatus, equipment and personnel required to accomplish the specific Fire Protection Services requested.
- 3.03 Notwithstanding section 3.02 above, the Fire Chief or his or her designate may refuse to supply Fire Protection Services to the Municipality if, in the Fire Chief's or his or her designate's opinion, the appropriate personnel, apparatus or equipment are required in the City or elsewhere, if sufficient resources cannot be mustered, if equipment becomes non-functional, or for any other situation or reason that precludes the safe involvement of the Fire Department to make a response. Without limiting the generality of the foregoing, the refusal by the Fire Chief or his or her designate to supply Fire Protection Services includes the discretion of the Fire Chief or his or her designate to, at any time, order the return of such apparatus, equipment or personnel that is responding to a request for Fire Protection Services or is at the scene in the Fire Area.
- 3.04 If, in his or her sole opinion, the Fire Chief or his or her designate determines that additional assistance is required for the provision of Fire Protection Services in the Municipality, the Fire Chief or his or her designate may request additional personnel, apparatus or equipment from any private individuals or service providers, or pursuant to the provisions of any existing Fire Protection Agreement between the City or the Municipality and any other municipality, or if no such Fire Protection Agreements exist, from the next closest municipality.
- 3.05 The parties agree that the Fire Chief or his or her designate is, pursuant to the designation referenced in section 4.08, the "authority having jurisdiction" as that term is defined in the Manitoba Fire Code, or such successor legislation, and has full and primary authority and control over any and all Fire Protection Services in which the Fire Department is engaged in the Fire Area of the Municipality.
- 3.06 The Fire Chief or his or her designate will report to the Municipality no later than the 15th day of each month, all occurrences in the Fire Area that the Fire Department has responded to in the previous month.
- 3.07 The City and the Municipality further agree and acknowledge that the City is unable to provide Firefighting Services to urban standards within the Rural Municipality. The parties agree that in the event of a fire within the Fire Area within the Rural Municipality, there is the expectation that buildings, structures and improvements may be destroyed.
- 3.08 The City and the Municipality agree that the Municipality shall have no claim for damages or compensation for any delays by the City's Fire Department in its response

for Firefighting Services within the Municipality except in the event of negligence by the City.

SECTION 4.00 - RURAL MUNICIPALITY OF DAUPHIN RESPONSIBILITIES

- 4.01 The Municipality agrees to designate a person who shall be responsible for providing any required information to the Fire Chief or his or her designate with respect to the Fire Protection Services required.
- 4.02 Without limiting the generality of 4.01 above, the designated person will provide the Fire Chief or his or her designate with the Fire Safety Plan required pursuant to Subsection 2.8.2 of the Manitoba Fire Code for any building within the Fire Area.
- 4.03 The Municipality shall identify all streets and roads in the Fire Area by having them clearly marked to the extent reasonably practical *as determined by the Municipality*.
- 4.04 The Municipality agrees to provide a map, attached hereto as Schedule C, of the Fire Area clearly indicating all readily accessible static sources of water that are available for fire fighting operations.
- 4.05 The Municipality agrees to identify all bridges under its or any other jurisdictions within the Fire Area, including the identification of weight limits and alternate routes for fire protection apparatus. Any bridges that are unable to carry the weight of fire protection apparatus will be clearly marked in red on Schedule D hereto. Any bridges so identified will either limit or exclude Fire Protection Services where the use of these bridges is required for the transportation of fire protection apparatus.
- 4.06 The Municipality shall be responsible for establishing and notifying residents and occupants of the Fire Area, in the manner and to the extent necessary, the procedures for reporting the Fire Protection Services provided by the Fire Department.
- 4.07 The Municipality represents and warrants to the City that it has an approved emergency plan, required pursuant to clause 8(1)(d) of *The Emergency Measures Act* and a copy of same will be provided to the Fire Chief upon the signing of this Agreement. Any subsequent amendments to the emergency plan will be communicated to the Fire Chief or his or her designate in a timely manner. The Municipality further represents and warrants that all appropriate by-laws or resolutions have been made by council to authorize the activities and responsibilities of the Fire Chief and his or her designate under the emergency plan.
- 4.08 The Municipality agrees that, while in the Fire Area for the purposes of providing Fire Protection Services, it has designated the Fire Chief and his or her designate to be the "authority having jurisdiction", as that term is defined in the Manitoba Fire Code, or such successor legislation.
- 4.09 The Municipality agrees that, while in the Fire Area for the purposes of providing Fire Protection Services, the Fire Chief or his or her designate is deemed to be the "local assistant" to the Fire Commissioner, in accordance with the requirements of *The Fires Prevention and Emergency Response Act*, or such successor legislation.

- 4.10 The Municipality agrees that it will appoint the Fire Chief and his or her designate as a "fire guardian" as that term is defined, for the purposes of providing wildfire protection operations pursuant to *The Wildfires Act*, or such successor legislation.
- 4.11 The Municipality agrees to provide the City with a list of any other Fire Protection Agreements it has entered into with other municipalities, including the contact name and telephone number for each other municipality. This list will be updated no less frequently than annually by the Municipality during the term of this Agreement.
- 4.12 The Municipality does hereby authorize the City's Fire Department and /or the City's Fire Prevention Officer to conduct inspections in the Municipality on a request basis. Fees for such services shall be paid by the Municipality in accordance with the City's Fees and Services By- Law.

SECTION 5.00 - FEES

- 5.01 In consideration of the Fire Protection Services provided by the City to the Municipality, the Municipality agrees to pay the City the fees as more particularly set out at Schedule F hereto.
- 5.02 Pursuant to section 3.04 of this Agreement, if the Fire Chief or his or her designate required additional assistance in the course of providing the Fire Protection Services from any individuals, service providers or municipalities, the Municipality agrees that it will, upon presentation by the City of a written invoice(s) from any individual, service provider or municipality, pay the fees of the individual, service provider or municipality, notwithstanding the fact that those fees may be different than the amounts charged by the City. The City will make its best effort to provide fire protection with its own resources but it is acknowledged by all parties that there will be occasions where there are multiple fire calls, insufficient manpower, breakdowns of equipment, or the need for specialized equipment or equipment that is not part of the City's or Municipality's assets or other such factors that will necessitate hiring additional services or equipment. These fees will be paid by the Municipality in the manner set out in Schedule F hereto. If for any reason the City is required to pay these fees, they will become a debt owed by the Municipality to the City.
- 5.03 Any amounts billed by the City to the Municipality hereunder may be recovered as a debt in any court of competent jurisdiction in the Province of Manitoba. Paragraph 9 hereof shall have no application to such billings.

SECTION 6.00 - LIABILITY AND INDEMNIFICATION

- 6.01 The City shall not be liable for any injury to the Municipality, or to any officers, employees, agents, residents, occupants or visitors of the Municipality or the Fire Area, or for any damage to or loss of property of the Municipality, or of any officers, employees, agents, residents, occupants or visitors of Municipality or the Fire Area, caused by or in any way related to the performance of this Agreement, including (without limitation) failing to provide Fire Protection Services on any occasion to the Municipality

or for any decision made by the Fire Chief or his or her designate pursuant to section 3.03 of this Agreement.

- 6.02 The Municipality shall save harmless and fully indemnify the City, its officers, employees and agents from and against all claims, liabilities and demands arising directly or indirectly from such injury, damage or loss as referred to in section 6.01 and such indemnification shall survive the termination of this Agreement.
- 6.03 Sections 6.01 and 6.02 do not apply if the injury, damage or loss was caused by the omission or wrongful or negligent act of an officer or employee of the City while acting within the scope of his or her employment.
- 6.04 The Municipality shall not be liable for any injury, damage or loss sustained by personnel, apparatus or equipment of the City caused by or in any way related to the performance of this Agreement.
- 6.05 The City shall save harmless and fully indemnify the Municipality, its officers, employees and agents from and against all claims, liabilities and demands arising directly or indirectly from such injury, damage or loss as referred to in section 6.04 and such indemnification shall survive the termination of this Agreement.
- 6.06 Sections 6.04 and 6.05 do not apply if the injury, damage or loss was caused by the omission or wrongful or negligent act of an officer or employee of the Municipality while acting within the scope of his or her employment.

SECTION 7.00 - CONFIDENTIALITY AND PROTECTION OF PRIVACY

- 7.01 The parties acknowledge and agree that, in the performance of this Agreement, each may be required to have access to information that is confidential or proprietary in nature to the other party ("Confidential Information"). Confidential Information will not include any information that:
 - (a) was in the public domain or was created or disclosed for the purpose of being in the public domain;
 - (b) was disclosed to a party by a third party, without breach of any duty of confidentiality;
 - (c) was approved in writing for disclosure, without restriction, by the disclosing party;
 - (d) is required to be disclosed by operation of law or regulation to which either party is subject, notice of such requirement of disclosure to first be provided to the party which owns the Confidential Information, wherever possible; or
 - (e) was developed by either party independently, without a breach of any duty of confidence.
- 7.02 Neither party shall disclose Confidential Information to anyone other than to a designated representative of the party who requires the Confidential Information to perform the Fire Protection and Prevention Services described in this Agreement.

Wherever possible, prior to releasing any Confidential Information to the other, the disclosing party shall obtain from the designated representative of the other party an undertaking to comply with the obligations under this Agreement pertaining to the protection of Confidential Information. Where required by the disclosing party, the other party shall provide written confirmation, satisfactory to the disclosing party, that such designated representatives have agreed to be bound by the terms of this Section 7.00.

- 7.03 All Confidential Information disclosed by one party to the other party, or to the other party's designated representatives, shall remain the sole and exclusive property of the disclosing party, regardless of how the Confidential Information is represented, stored, produced or acquired.
- 7.04 Upon completion the Fire Protection Services, the termination of this Agreement or at the request of either party, all Confidential Information of the disclosing party shall be promptly returned, or if requested and not prohibited by a legal requirement, destroyed, including all copies, notes and summaries in the receiving party's possession or in the possession of any of its designated persons. The receiving party shall then certify in writing to the disclosing party that all Confidential Information, including all copies or partial copies, have been returned or destroyed.
- 7.05 Where the City or Municipality or any of their respective employees, officers or agents will have access to any personal information or personal health information in the possession of the other party, as those terms are defined in *The Freedom of Information and Protection of Privacy Act* and *The Personal Health Information Act*, when performing the Fire Protection Services described herein, then City or Municipality, as the case may be, agrees to comply with, and have its employees, officers or agents comply with, any Protection of Personal Information and Personal Health Information rules, directions and requirements as the other party may impose from time to time, acting reasonably.

SECTION 8.00 - WORKPLACE HEATH AND SAFETY ISSUES

- 8.01 The parties acknowledge and agree that, by operation of *The Workplace Health and Safety Act*, each has ongoing duties and obligations that must be met. In order to ensure that these duties and obligations are complimentary, each party will designate a representative to meet as and when needed with their counterpart, but in any event not less than annually during the term of this Agreement.

SECTION 9.00 - DISPUTE RESOLUTION

- 9.01 If, during the term of this Agreement, a dispute or disagreement arises between the parties, (other than a dispute over fees billed under section 5 hereof), that cannot be resolved by the Fire Chief or his or her designate and the person designated by the Municipality pursuant to section 4.01, the parties agree to participate in the following dispute resolution procedure:
- (a) upon the written request by either party to the other party, the nature of the dispute or disagreement shall be brought to the attention of each Municipality's Chief Administrative Officer (the "CAO"). The CAOs will meet with a view to

amicably resolving any dispute or disagreement with respect to any matter in this Agreement, the interpretation thereof, or the performance by the parties.

- (b) if the CAOs fail to resolve the dispute within fifteen (15) days following the date of their meeting, then they shall each prepare a written report to their respective councils. The council of the City and the council of the Municipality each agree to appoint one or more members to work with the one or more members of the other municipality to resolve the dispute or disagreement.
- (c) all reasonable requests for information regarding the dispute or disagreement made by one participant of this dispute resolution process to that participant's counterpart in the process, except for any confidential information or information that has no relevance to the dispute or disagreement in question, shall be honoured in order that each of the parties may be fully advised of the other's position.
- (d) in the event that the designated council representatives cannot resolve the dispute within thirty (30) days of the first meeting between the parties, or within such other period of time as the parties may have agreed, either party may, with written notice to the other party, submit the dispute or disagreement to arbitration in accordance with *The Arbitration Act* (Manitoba), subject to section 9.02 herein.

9.02 The party wishing to commence arbitration shall give the other party a written notice describing the dispute or disagreement to be arbitrated. Any arbitration will be carried out by a single arbitrator. The costs and expenses of arbitration will be allocated by the arbitrator between the parties, as the arbitrator determines in accordance with applicable law.

9.03 Except where clearly prevented by a dispute or disagreement that arises under this Agreement, the parties shall continue performing their respective responsibilities under this Agreement while the dispute or disagreement is being resolved in accordance with this Section 9.00, unless and until such responsibilities are lawfully terminated or expire in accordance with the terms of this Agreement.

SECTION 10.00 - TERMINATION

10.01 This Agreement may be terminated by either party giving written notice to the other party of not less than six (6) months prior to the desired termination date. If, pursuant to Section 5.00 of this Agreement, the Municipality has paid the City an operating levy for the provision of Fire Protection Services, the City agrees that it will return, on a pro rata basis, any applicable annual operating levy to the Municipality as of the termination date.

10.02 In the event that this agreement is terminated, any fire protection services provided thereafter by the City to the Municipality, shall be charged and payable on a "fee for service basis" in accordance with the City's Fee and Charges By-Law, as amended from time to time. The Municipality shall not be responsible for obligations contained in Schedule 'G' – Fifteen Year Capital Apparatus Replacement Plan effective the date of written notice of termination, unless the apparatus has been ordered previous to the date of written notice of termination.

SECTION 11.00 - GENERAL

- 11.01 The City and the Municipality agree that this Agreement may be amended at any time by the mutual consent of the parties, in writing.
- 11.02 Any notices, communications or other information shall be sufficiently given if delivered or sent by prepaid registered mail or facsimile and addressed or sent as specified below:
- (a) If to the City of Dauphin:
- Chief Administrative Officer
100 Main Street South
Dauphin, MB R7N 1K3
- (b) If to the Rural Municipality of Dauphin:
- Chief Administrative Officer
P.O. Box 574
Dauphin, MB R7N 2V4
- 11.03 If mail service is disrupted by labour controversy, notice shall be delivered or sent by facsimile.
- 11.04 Any notice given in accordance with the methods described above shall be deemed to have been received by the addressee on:
- (a) the date delivered if delivered on a business day of the addressee and if not delivered on a business day, on the next business day of the addressee;
- (b) the third business day of the addressee after the date of mailing, if sent by prepaid registered mail; or
- (c) the day transmitted if sent by facsimile on a business day of the addressee, and if not sent by facsimile on a business day, on the next business day of the addressee.
- 11.05 Either party may change its address or particulars for the purposes of the receipt of any communications pursuant to this Agreement by giving seven (7) days prior written notice of such change to the other party.
- 11.06 If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from the Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.
- 11.07 It is expressly agreed by the parties that the City is acting as an independent contractor and this Agreement does not create the relationship of employer/employee as between the respective employees of the City and the Municipality, or of principal and agent or of

partnership or joint venture between the City and the Municipality, or between the officers, employees or agents of the City and the Municipality.

- 11.08 Sections 6 and 7, and subsection 11.07 shall survive the termination or expiration of this Agreement.
- 11.09 Within the Fire Area, this agreement supersedes any Mutual Aid Agreement which either of the City or the Municipality may have or have had with each other or any other municipality or fire department. No such Mutual Aid Agreement shall be relevant to or have any effect whatsoever on the interpretation of the terms of this agreement, the fees and costs payable hereunder or the powers delegated to the Fire Chief and/or his or her delegate hereunder.
- 11.10 This Agreement shall be interpreted, performed and enforced in accordance with the laws of the Province of Manitoba and of Canada as applicable herein.
- 11.11 This Agreement and the attached Schedules constitute the entire Agreement between the parties. There are no undertakings, representations or promises, express or implied, other than those contained in this Agreement.

THIS AGREEMENT has been executed by the City and by the Municipality by their duly authorized representatives on the dates noted below:

Patricia W3
Witness

Patricia W3
Witness

CITY OF DAUPHIN

[Signature]
Mayor

[Signature]
Chief Administrative Officer

March 21, 2011
Date

Rei Oshkael
Witness

Rei Oshkael
Witness

RURAL MUNICIPALITY OF DAUPHIN

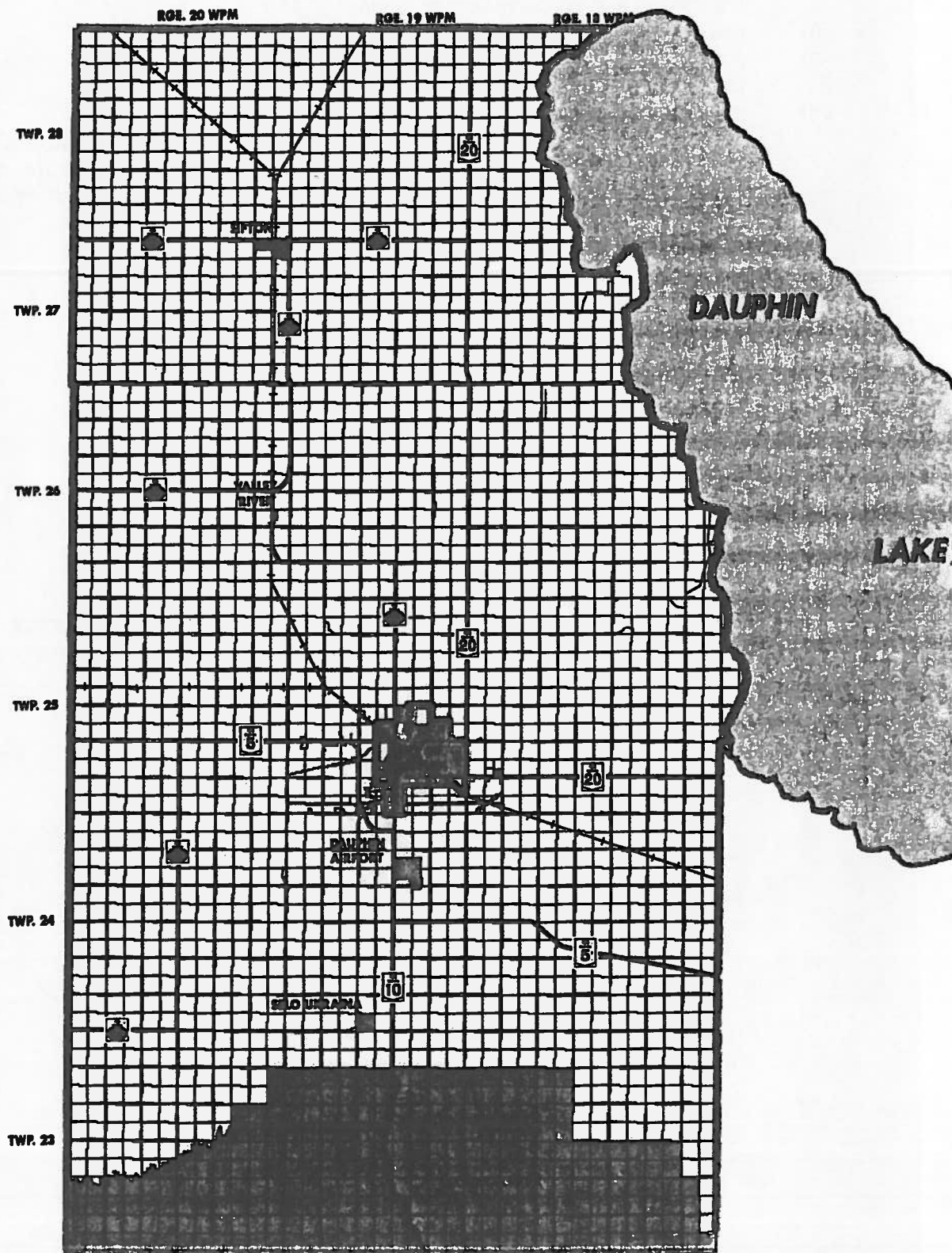
[Signature]
Reeve

[Signature]
Chief Administrative Officer

October 26, 2010
Date

SCHEDULE "A" - FIRE AREA OF THE RURAL MUNICIPALITY OF DAUPHIN

This is Schedule 'A' to a Municipal Fire Protection Agreement dated March 21 / 2011 between the City of Dauphin and the Rural Municipality of Dauphin



SCHEDULE "B" - FIRE PROTECTION AND PREVENTION SERVICES


This is Schedule "B" to a Municipal Fire Protection Agreement dated MARCH 21, 2011 between the City of Dauphin and the Rural Municipality of Dauphin.



The Fire Department will provide the following Fire Protection and Prevention Services:

- a) fire prevention and fire extinguishing, which includes structural fire fighting for rescue, fire control and property conservation;
- b) investigation of the causes of fire and origin determination;
- c) preservation of life and property and protection of persons and property from injury or destruction by fire;
- d) salvage operations;
- e) the ability to enter into agreements with other municipalities or persons for the joint use, control, and management of fire extinguishing apparatus and equipment;
- f) purchase and operation of apparatus and equipment for extinguishing fires and preserving life and property;
- g) water rescue;
- h) low angle rescue;
- i) hazardous material responses;
- j) vehicle extrication;
- k) farm accident rescue;
- l) ground search and rescue;
- m) aircraft fire fighting;
- n) fire prevention inspections;
- o) pre-fire planning;
- p) public safety education;
- q) precautionary standby;
- r) extinguishing and prevention of grass fires;
- s) extinguishing and prevention of urban interface fires;
- t) flood response;
- u) response to any request that the fire department deems an emergency, including but not limited to, CO alarms, animals in peril and gas odors.

SCHEDULE "C" – RURAL MUNICIPALITY OF DAUPHIN WATER SOURCES

This is Schedule "C" to a Municipal Fire Protection Agreement dated MARCH 21, 2011 between the City of Dauphin and the Rural Municipality of Dauphin.

Legend	
	Community Well

Type		Sec.	Tow.	Ran.
	- NW	36	27	20
	- SW	10	26	19

SCHEDULE "D" – RURAL MUNICIPALITY OF DAUPHIN BRIDGES

This is Schedule "D" to a Municipal Fire Protection Agreement dated MARCH 21, 2011 between the City of Dauphin and the Rural Municipality of Dauphin.

Legend

- B - Bridge
- F - Cement Ford Crossing
- C - Condemned Bridge
- L - Lowlevel Crossing
- R - Restricted Weight Bridge

Sorted by *Township*
then *Range* in
descending order.

Type		Sec.	Tow.	Ran.
B	- NE	24	28	20
B	- NE	23	28	20
C	- NE	33	28	19
B	- NE	29	28	19
B	- NE	28	28	19
C	- NE	27	28	19
B	- NE	25	28	19
F	- NE	19	28	19
L	- E	7	28	18
B	- NE	25	27	19
B	- NE	17	27	18
B	- N	20	26	20
F	- E	20	26	20
F	- E	17	26	20
B	- N	16	26	20
L	- NE	9	26	20

Type		Sec.	Tow.	Ran.
F	- SE	36	26	19
B	- NE	9	26	19
F	- N	8	26	19
B	- E	35	25	20
L	- E	28	25	20
B	- NE	27	25	20
F	- N	17	25	20
B	- E	12	25	20
B	- E	11	25	20
C	- NE	36	25	19
R	- E	34	25	19
B	- E	29	25	19
B	- E	27	25	19
C	- E	25	25	19
B	- N	22	25	19
B	- NW	22	25	19
B	- NE	22	25	19
L	- SE	20	25	19
B	- NE	17	25	19
B	- N	15	25	19
B	- E	7	25	19
B	- E	1	25	19
B	- NE	35	25	18
B	- NE	32	25	18
L	- NE	31	25	18
F	- E	30	25	18
B	- NE	23	25	18

Type		Sec.	Tow.	Ran.
B	- NE	11	25	18
L	- NE	10	25	18
F	- E	6	25	18
B	- E	5	25	18
B	- E	23	24	20
L	- W	19	24	20
B	- NW	36	24	19
B	- NE	35	24	19
B	- NE	34	24	19
B	- NE	29	24	19
L	- N	21	24	19
L	- N	20	24	19
B	- NW	19	24	19
B	- NE	16	24	19
B	- NE	12	24	19
B	- NE	11	24	19
L	- N	9	24	19
B	- N	4	24	19
B	- E	32	24	18
B	- N	29	24	18
B	- NE	7	24	18
B	- NE	7	24	18
L	- E	35	23	20
B	- NW	30	23	20
L	- NW	30	23	20
B	- SW	30	23	20
F	- N	26	23	20

SCHEDULE "E" – BY-LAW (OR RESOLUTION) OF RURAL MUNICIPALITY OF DAUPHIN

This is Schedule "E" to a Municipal Fire Protection Agreement dated MARCH 21, 2011 between the City of Dauphin and the Rural Municipality of Dauphin.



The Rural Municipality of Dauphin

P.O. Box 574, HWY 20A East Dauphin, Manitoba R7N 2V4

Phone: (204) 638-4531 Fax: (204) 638-7598 E-mail: rmofdphn@mts.net



Dauphin

COUNCIL MEETING RESOLUTION No. 14

October 26th, 2010

Moved by: **Ron Slobodzian**

Seconded by: **Dennis Tokar**

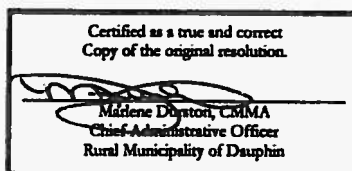
WHEREAS the Protective Services Committee has been negotiating a Municipal Fire Protection and Prevention Services Agreement with the City of Dauphin;

AND WHEREAS the Protective Services Committee hereby recommends to Council at this regular meeting of October 26th, 2010 that the attached Municipal Fire Protection and Prevention Services Agreement be approved by Council;

BE IT RESOLVED that the Council of the Rural Municipality of Dauphin hereby approve the attached Municipal Fire Protection and Prevention Services Agreement with the City of Dauphin.

Motion Carried:

Dennis Forbes
Reeve



SCHEDULE "F" – FEES

This is Schedule "F" to a Municipal Fire Protection Agreement dated MARCH 21, 20 between the City of Dauphin and the Rural Municipality of Dauphin.

The Municipality agrees to pay to the City the following amounts for the provision of fire protection, prevention and emergency services:

1. On or before the first day of July in each year, the levy for the current calendar year, which is equivalent to thirty five percent (35%) of the actual cost of operating, maintenance and non-apparatus capital costs of the Dauphin Fire Department for the preceding year (excluding direct firefighters wages referred to in #2 below). The City shall render their account to the Municipality thirty days prior to the 1st day of July each year.

2. On a monthly basis, an amount equal to the total actual firefighter wages incurred for calls for service within the Municipality.

3. Thirty five percent (35%) of the invoiced cost, plus applicable non reimbursed taxes, of capital items approved in the annual financial plan or in accordance with the fifteen (15) year capital apparatus replacement plan (schedule "G"), to be paid within 10 days of receipt by the Municipality of the City's invoice for same.

SCHEDULE "G" – FIFTEEN YEAR CAPITAL APPARATUS REPLACEMENT PLAN

This is Schedule "G" to a Municipal Fire Protection Agreement dated MARCH 21, 2011 between the City of Dauphin and the Rural Municipality of Dauphin.

Note 1 Opening reserve balance (joint City and RM).

	2003	2004	2005	2006	2007	2008	2009
Opening Balance	\$ -	\$ 10,918.37	\$ 22,276.77	\$ 34,182.05	\$ 46,538.57	\$ 59,329.00	\$ 72,614.81
RM Contribution	\$ 3,821.43	\$ 3,899.01	\$ 4,010.91	\$ 4,086.51	\$ 4,150.88	\$ 4,234.73	\$ 4,330.01
City Contribution	\$ 7,096.94	\$ 7,241.02	\$ 7,448.83	\$ 7,587.38	\$ 7,708.78	\$ 7,864.50	\$ 8,041.45
Average Interest (2% of opening)	\$ -	\$ 218.37	\$ 445.54	\$ 689.84	\$ 930.77	\$ 1,186.58	\$ 1,452.30
Closing Balance	\$ 10,918.37	\$ 22,276.77	\$ 34,182.05	\$ 46,538.57	\$ 59,329.00	\$ 72,614.81	\$ 86,438.56

Note 2 Any equipment disposals shall be first offered to the Municipality at the industry market value at the time of disposal.

Note 3 The City shall have the sole discretion to purchase, sell or trade in any fire fighting machinery or equipment as identified and listed herein on the 15-year Capital Apparatus Replacement Plan (subject only to the Municipality's first right of refusal to purchase same at fair market value), and the Municipality agrees to fund its share of the net cost of any acquisitions and in the event of a sale which is not a trade in, to receive credit for its share of any net sale proceeds. Amendment or change of any other matter contained in this schedule "G" shall require the approval of both the City and the Municipality as recommended by the Joint Task Force Committee of both councils. Such approval shall not be unreasonably withheld.

Dauphin Fire Department
Capital Apparatus Expenditure Plan (City & RM)
Schedule 'G'

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Opening Reserve balances (note 1)	\$ 88,438.58	\$ 8,167.33	\$ 94,759.25	\$ 288,083.01	\$ 430,587.53	\$ 98,484.99	\$ 220,454.69	\$ 125,863.78	\$ 280,681.06	\$ 54,809.88	\$ 201,768.62	\$ 358,955.74	\$ 528,946.34	\$ 6,337.31	\$ 183,758.71
Add Contributions:															
Estimated Interest	\$ 1,728.77	\$ 163.35	\$ 1,895.19	\$ 5,381.66	\$ 8,611.75	\$ 1,989.70	\$ 4,409.08	\$ 2,517.28	\$ 5,213.82	\$ 1,068.19	\$ 4,035.33	\$ 7,178.11	\$ 10,538.93	\$ 126.75	\$ 3,875.17
Required contribution - 65% City	\$ 185,000.00	\$ 111,428.57	\$ 111,428.57	\$ 102,142.86	\$ 74,285.71	\$ 78,000.00	\$ 81,900.00	\$ 85,995.00	\$ 90,294.75	\$ 94,809.49	\$ 99,549.88	\$ 104,527.46	\$ 109,753.83	\$ 115,241.52	\$ 121,003.80
Required contribution - 35% RM	\$ 105,000.00	\$ 60,000.00	\$ 60,000.00	\$ 55,000.00	\$ 40,000.00	\$ 42,000.00	\$ 44,100.00	\$ 46,305.00	\$ 48,620.25	\$ 51,051.28	\$ 53,603.83	\$ 56,284.02	\$ 59,098.22	\$ 62,053.13	\$ 65,155.79
Less Purchases:															
Fire Engine - Custom Cab Pumper	\$ (380,000.00)						\$ (225,000.00)								
Water Tanker															
Water Rescue		\$ (25,000.00)			\$ (455,000.00)										
Fire Engine - Custom Cab Pumper															
3/4 Ton crew cab truck									\$ (350,000.00)						
Light Rescue															
Custom Cab Pumper													\$ (700,000.00)		
Closing Reserve Balances	\$ 8,167.33	\$ 94,759.25	\$ 288,083.01	\$ 430,587.53	\$ 98,484.99	\$ 220,454.69	\$ 125,863.78	\$ 280,681.06	\$ 54,809.88	\$ 201,768.62	\$ 358,955.74	\$ 528,946.34	\$ 6,337.31	\$ 183,758.71	\$ 373,583.27
Fleet disposals: (Note 2)															
1981 Ford Pumper #2	No Value														
1978 Ford Rescue	No Value														
2003 Freightliner #10					To reserve									No Value	
1990 Spartan #7	To reserve														
1995 GMC General Water Tanker															
1988 Freightliner Rescue															
2010 Custom Cab Pumper									No Value						To Reserve

NOTE 1 - Opening reserve balances (Joint City and RM)

	2003	2004	2005	2006	2007	2008	2009
Opening Balance	\$ 10,918.37	\$ 22,278.77	\$ 34,182.05	\$ 48,538.57	\$ 59,329.00	\$ 72,814.81	\$ 86,438.58
RM Contribution	\$ 3,821.43	\$ 3,899.01	\$ 4,010.81	\$ 4,085.51	\$ 4,150.88	\$ 4,234.73	\$ 4,330.01
City Contribution	\$ 7,096.94	\$ 7,291.02	\$ 7,448.83	\$ 7,587.38	\$ 7,708.78	\$ 7,864.50	\$ 8,041.45
Average Interest (2% of opening)	\$ -	\$ 218.37	\$ 445.54	\$ 683.64	\$ 930.77	\$ 1,188.58	\$ 1,452.30
Closing Balance	\$ 10,918.37	\$ 22,278.77	\$ 34,182.05	\$ 48,538.57	\$ 59,329.00	\$ 72,814.81	\$ 86,438.58

NOTE 2: Any equipment disposals shall be first offered to the Municipality at the industry market value at the time of disposal.

NOTE 3: The City shall have the sole discretion to purchase, sell or trade in any fire fighting machinery or equipment it sees fit including, but not limited to, that machinery and equipment listed herein (subject only to the Municipality's first right of refusal to purchase same at fair market value), and the Municipality agrees to fund its share of the net cost of any acquisitions and in the event of a sale which is not a trade in, to receive credit for its share of any net sale proceeds. Amendment or change of any other matter contained in this schedule "G" shall require the approval of both the City and the Municipality as recommended by the Joint Task Force Committee of both Councils. Such approval shall not be unreasonably withheld.



The Rural Municipality of Dauphin

P.O. Box 574, HWY 20A East Dauphin, Manitoba R7N 2V4

Phone: (204) 638-4531 Fax: (204) 638-7598 E-Mail: rmofdphn@mts.net



Dauphin

November 16, 2010

City of Dauphin
100 Main St. S
Dauphin MB R7N 1K3

Attention: Brad Collett, CAO

Regarding: Protective Services Agreement

Pursuant to the progress made by each of our Protective Services Committees in negotiating a new Fire Protection and Prevention Services Agreement, Council was presented with a recommendation to approve the agreement at the regular council meeting of October 26, 2010.

I am pleased to provide you with the agreement in duplicate, signed by the Reeve and myself and accompanied with a certified resolution of Council as identified in Schedule E of the agreement.

We anticipate receiving City Council's approval of the agreement and cooperatively moving forward to provide exceptional protective services to our ratepayers.

If you have any questions or comments in regards to this matter, please feel free to call the Municipal Office.

Respectfully,

Marlene Durston, CMMA
Chief Administrative Officer

MD/jh



Dauphin Fire Department
Capital Apparatus Expenditure Plan (City & RM)
Schedule 'G'

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Opening Reserve Balance (note 1)	\$ 86,438.56	\$ 8,167.33	\$ 94,759.25	\$ 289,083.01	\$ 430,587.53	\$ 96,484.99	\$ 220,454.69	\$ 125,983.78	\$ 260,681.06	\$ 54,809.68	\$ 201,766.62	\$ 358,955.74
Add Contributions:												
Estimated Interest	\$ 1,728.77	\$ 163.35	\$ 1,895.19	\$ 5,361.68	\$ 8,911.75	\$ 1,988.70	\$ 4,408.09	\$ 2,517.28	\$ 5,213.62	\$ 1,096.19	\$ 4,035.33	\$ 7,179.
Required contribution - 65% City	\$ 185,000.00	\$ 111,428.57	\$ 111,428.57	\$ 102,142.86	\$ 74,285.71	\$ 78,000.00	\$ 81,900.00	\$ 85,995.00	\$ 90,294.75	\$ 94,809.49	\$ 99,548.98	\$ 104,527.
Required contribution - 35% RM	\$ 105,000.00	\$ 60,000.00	\$ 60,000.00	\$ 55,000.00	\$ 40,000.00	\$ 42,000.00	\$ 44,100.00	\$ 46,305.00	\$ 48,620.25	\$ 51,051.26	\$ 53,903.83	\$ 56,284.
Less Purchases:												
Fire Engine - Custom Cab Pumper	\$ (380,000.00)											
Water Tanker							\$ (225,000.00)					
Water Rescue		\$ (25,000.00)										
Fire Engine - Custom Cab Pumper							\$ (455,000.00)					
3/4 Ton crew cab truck		\$ (80,000.00)										
Light Rescue											\$ (350,000.00)	
Custom Cab Pumper												
Closing Reserve Balance	\$ 8,167.33	\$ 94,759.25	\$ 289,083.01	\$ 430,587.53	\$ 96,484.99	\$ 220,454.69	\$ 125,983.78	\$ 260,681.06	\$ 54,809.68	\$ 201,766.62	\$ 358,955.74	\$ 528,946.
Fleet disposals: (Note 2)												
1981 Ford Pumper #2	No Value											
1978 Ford Rescue	No Value											
2003 Fieldliner #10												
1990 Spartan #7	To reserve											
1985 GMC General Water Tanker												
1988 Fieldliner Rescue												
2010 Custom Cab Pumper												No Value

NOTE 1 - Operating reserve balance (Joint City and RM)

	2003	2004	2005	2006	2007	2008	2009
Opening Balance	\$ -	\$ 10,918.97	\$ 22,276.77	\$ 34,182.05	\$ 46,538.57	\$ 59,329.00	\$ 72,614.81
RM Contribution	\$ 3,821.43	\$ 3,899.01	\$ 4,010.91	\$ 4,085.51	\$ 4,150.88	\$ 4,234.73	\$ 4,330.01
City Contribution	\$ 7,086.94	\$ 7,241.02	\$ 7,448.83	\$ 7,587.39	\$ 7,708.78	\$ 7,864.50	\$ 8,041.45
Average Interest (2% of opening)	\$ -	\$ 218.57	\$ 445.54	\$ 683.64	\$ 930.77	\$ 1,186.58	\$ 1,452.30
Closing Balance	\$ 10,918.97	\$ 22,276.77	\$ 34,182.05	\$ 46,538.57	\$ 59,329.00	\$ 72,614.81	\$ 86,438.56

NOTE 2 - Any equipment disposals shall be first offered to the Municipality at the industry market value at the time of disposal.

NOTE 3 - The City shall have the sole discretion to purchase, sell or trade in any fire fighting machinery or equipment it sees fit including, but not limited to, that machinery and equipment listed herein (subject only to the Municipality's first right same at fair market value), and the Municipality agrees to fund its share of the net cost of any acquisitions and in the event of a sale which is not a trade in, to receive credit for its share of any net sale proceeds. Amendment or change of contained in this schedule "G" shall require the approval of both the City and the Municipality as recommended by the Joint Task Force Committee of both Councils. Such approval shall not be unreasonably withheld.

