

## **WINDSOR/ESSEX AREA INTERMUNICIPAL COURTS SERVICE AGREEMENT**

**THIS AGREEMENT** made the 20th day of November, 2000 .

**BETWEEN :**

**THE CORPORATION OF THE TOWN OF AMHERSTBURG,**  
(Hereinafter called "Amherstburg")

OF THE FIRST PART

- and -

**THE CORPORATION OF THE TOWN OF ESSEX,**  
(Hereinafter called "Essex")

OF THE SECOND PART

- and -

**THE CORPORATION OF THE TOWN OF KINGSVILLE,**  
(Hereinafter called "Kingsville")

OF THE THIRD PART

- and -

**THE CORPORATION OF THE TOWN OF LAKESHORE,**  
(Hereinafter called "Lakeshore")

OF THE FOURTH PART

- and -

**THE CORPORATION OF THE TOWN OF LaSALLE,**  
(Hereinafter called "LaSalle")

OF THE FIFTH PART

- and -

**THE CORPORATION OF THE MUNICIPALITY OF  
LEAMINGTON,**

(Hereinafter called "Leamington")

OF THE SIXTH PART

- and -

**THE CORPORATION OF THE TOWNSHIP OF PELEE,**

(Hereinafter called "Pelee")

OF THE SEVENTH PART

- and -

**THE CORPORATION OF THE TOWN OF TECUMSEH,**

(Hereinafter called "Tecumseh")

OF THE EIGHTH PART

- and -

**THE CORPORATION OF THE COUNTY OF ESSEX,**

(Hereinafter called the "County")

OF THE NINTH PART

- and -

**THE CORPORATION OF THE CITY OF WINDSOR,**

(Hereinafter called the "City")

OF THE TENTH PART

**WHEREAS** Section 176 under Part X of the *Provincial Offences Act* (R.S.O. 1990, c.P.33, as amended) (the "POA") authorizes a municipality to enter into a Transfer Agreement with the Attorney General to perform court administration and court support functions, and to conduct certain prosecutions under Part I of the POA as well as certain proceedings under the *Contraventions Act* of Canada, within a court service area;

**AND WHEREAS** the parties hereto collectively constitute all of the municipalities within the Windsor/Essex Court Service Area;

**AND WHEREAS** the parties have by resolutions of their respective Councils authorized the City on behalf of all the parties to enter into negotiations with the Province in order to become party to such a Transfer Agreement as Municipal Partner relative to said Area.

**AND WHEREAS** Section 206.1(1) of the *Municipal Act* (R.S.O. 1990, c.M.45 as amended) authorizes the City to enter into intermunicipal agreements for the performance of functions under Part X of the POA by its employees;

**AND WHEREAS** the Councils of the parties wish to establish terms and conditions for the use of employees of the City for purposes of court administration and support and conducting prosecutions in tandem with provision of the within Program, for cost and revenue sharing matters, for dispute resolution, for the structure of the Program and associated matters all as more particularly detailed herein;

**NOW THEREFORE** in consideration of the premises, mutual covenants, terms and conditions herein contained, the parties hereto **AGREE AS FOLLOWS:**

**Definitions**

In this Agreement, the following words shall have the meanings assigned herein:

**“Area”** means the Windsor/Essex Court Service Area, encompassing the area affected by the MOU being the geographic areas of the City of Windsor, the County of Essex and Pelee Island.

**“Committee”** means the Windsor/Essex Court Service Area Liaison Committee as established by this Agreement.

**“Costs”** means all costs, expenses, charges, disbursements and other outgoings whatsoever relative or attributable to the Program and to the Transfer Agreement, including without limitation all start-up costs, together with all special expenses projected for the first fiscal year of the Program indicated or referenced in **Schedule “A”** hereto.

**“Director”** means the person designated by the City to be responsible for court administration/support and prosecutions under the Program.

**“Fines”** means Fines levied under Parts I, II and III of the POA, including costs, surcharges and fees imposed therewith, in respect of proceedings originating under the POA and/or the *Contraventions Act*.

**“Local Prosecutions”** means prosecutions and appeals that are conducted by a party with regard to its own by-laws [including parking by-laws] and includes prosecutions and appeals conducted in relation to the *Building Code*, the *Fire Code* and any other matters for which a party was heretofore responsible for prosecuting or authorized by law to prosecute including any requirement therefor under the *Fire Protection and Prevention Act*, 1997 of Ontario.

**“Program”** means the court administration, court support (including appointment of the clerk of the POA court) and prosecution services to be provided by the City pursuant to this Agreement relative to the Area.

**“Serviced Municipality”** means a party hereto other than the City.

**“Transfer Agreement”** means the Memorandum of Understanding (“**MOU**”) and the Local Side Agreement (“**LSA**”) entered into or to be entered into between the City and the Attorney General under Part X of the POA, together with amendments thereto.

1. **Roles**

- 1.1 The role of the City is to implement, provide, undertake, manage, operate and administer the Program on behalf of itself and the Serviced Municipalities pursuant to the provisions of this Agreement and the Transfer Agreement as “Municipal Partner” under the latter. In so doing the City shall consider the recommendations of the Committee.
- 1.2 The role of the Serviced Municipalities is to participate in the Program in accordance with this Agreement and to liaise with the City through the Committee. For all purposes of this Agreement, however, the County shall be considered to have nil weighted assessment and, by way of clarification, shall only be entitled to vote on matters which

may be considered by a simple majority vote at the Committee [c.f. section 2.8], and shall not be eligible to participate in preventing automatic renewal of this Agreement [c.f. section 17.1] or in terminating this Agreement [c.f. section 18.1(b)].

2. **Establishment of Liaison Committee**

2.1 The Committee, which shall be known as the "Windsor/Essex POA Liaison Committee", is hereby formed for the purposes set forth in this Agreement.

2.2 The Committee shall:

- (a) serve as a liaison between the City and the Serviced Municipalities on all matters related to the operation of the Program;
- (b) review all reports submitted thereto by the Director and make recommendations to the Director upon the efficient operation of the Program;
- (c) review and recommend for approval the budgets presented by the Director for the second and subsequent fiscal years of the Program;
- (d) review on an on-going basis the equitable allocation of costs and distribution of revenue and make recommendations to the Director thereon;
- (e) perform such other duties as are provided for in this Agreement.

2.3 The Committee shall be composed of ten (10) members, consisting of the Director together with one (1) staff person appointed by each Serviced Municipality.

2.4 Any member may be removed or replaced at any time by the Serviced Municipality on whose behalf the member was appointed. In the event of unavoidable absence, a member may be represented by his or her designate at Committee meetings.

- 2.5 The Committee shall submit a report outlining the Committee's activities to the parties' Councils a minimum of once per year.
- 2.6 The Committee shall be chaired by the Director. The Committee shall by simple majority elect a Vice-Chair annually from its remaining members, who shall serve for a one (1) fiscal year term, and may be re-elected to serve for subsequent terms.
- 2.7 The Committee shall meet at least two (2) times a year and otherwise at the call of the Chair or any two (2) members of the Committee. The first meeting shall be in the first month for the relevant fiscal year of the Program, at which point in time the weighted assessment proportions shall be determined for that fiscal year based upon the most recent data available from the assessment authorities.
- 2.8 A majority of the Committee members shall constitute a quorum, provided that for there to be a valid quorum the Director must be present. Matters not required hereunder to be determined in accordance with a weighted assessment vote shall be decided by a majority vote of the quorum of members, each of whom shall have one (1) vote including the Chair [**"simple majority vote"**]. Provided however, unless this Agreement expressly indicates that a simple majority vote shall be applicable to the matter in question, the result of any vote shall be determined on the basis of the combined weighted assessments of the voting members' parties, with no less than 75% of the total weighted assessment for the Area being required in support for any motion, approval or other act to be carried [**"weighted assessment vote"**]. Where matters may be disposed of by a simple majority vote, in the event of a tie vote, the matter shall be deemed to have been denied or refused.
- 2.9 The agenda shall be set by the Chair in consultation with the Vice-Chair. Any member may add an item to the agenda by notice circulated with the agenda or separately, or by simple majority vote.

- 2.10 Notice of meetings shall be provided by delivering the agenda to each member not less than two business days prior to the meeting. Special meetings may be called without notice by a simple majority vote of all members achieved through a telephone, email or FAX poll by the Chair, or by the Vice-Chair at the request of the Chair.

3. **General Responsibility of the City**

- 3.1 The City shall, all subject to and in accordance with the Transfer Agreement and this Agreement:
- i) Perform court administration and court support.
  - ii) Conduct prosecutions under Part I of the POA, other than Local Prosecutions.
  - iii) Collect and/or enforce the payment of all Fines arising from the Program, and receive for distribution hereunder any Fines arising from Local Prosecutions which are paid to the City at an accessible Program location. Fines referable to those in arrears transferred by the province and those arising from the Program shall be enforced in a commercially reasonable manner subject to public policy considerations.
  - iv) Distribute the net revenue from Fines and other income it may receive to the County for distribution to the Serviced Municipalities.
  - v) Maintain adequate and appropriate records and accounts for purposes of audit, for purposes of reporting to and review by the Committee and the Councils of the Serviced Municipalities.
  - vi) Provide and maintain the Windsor Court and other facilities and equipment that are adequate and appropriate for the needs of the Program.
  - vii) Plan for expansion of the Program through the provision of facilities and equipment and staffing, inclusive of potential integration of Local Prosecutions into the Program.

- viii) Ensure adequate staff and other support for the Program

#### 4. **Prosecutions**

- 4.1 The City, as a component function of the Program, is hereby authorized to conduct prosecutions on behalf of each Serviced Municipality and for such purposes the City and persons it employs or retains to conduct prosecutions are deemed to be agents of the respective Serviced Municipalities. Such authorization does not at the present time include Local Prosecutions undertaken by any Serviced Municipality or as may be otherwise limited by this Agreement.
- 4.2 A party, at its expense, shall use its own staff, agent or counsel to conduct Local Prosecutions which it desires or is required to proceed with, and in so doing it shall adhere to the Conflict of Interest Guidelines as noted in section 12.2 herein. There shall be no charge for use of court facilities, nor any other charge or fee levied against a party arising out of such prosecution or appeal, other than for any incremental Costs to the Program in consequence thereof and for user fees of general application.
- 4.3 A party that proposes, after execution of this Agreement, not to continue conducting all of its Local Prosecutions, shall inform the Director at least six (6) months before the proposed discontinuance/transfer date. The proposal will be reported upon by the Director to the Committee for its review and recommendation. It is acknowledged that the assumption of Local Prosecutions by the City will not necessarily be based on the weighted assessment model of cost/revenue distribution.
- 4.4 If a party wishes to itself conduct a Local Prosecution in relation to a specific matter following integration into the Program of its Local Prosecutions, it shall so inform the Director prior to the first appearance held in relation to that matter. Such a Local



Prosecution may only be undertaken in extraordinary circumstances and with the Director's pre-authorization. Such party shall bear its own costs in relation to such matter including the responsibility to respond to any defendant's appeal(s) and will have the sole right to appeal decisions relating to such matters, unless the Director is of opinion that an appeal would not be in the interests of justice.

- 4.5 A party proceeding with Local Prosecutions outside the Program shall be deemed to be doing so as a private prosecutor and hereby agrees to indemnify and save harmless every other party from and against all actions, causes of action, losses, liens, damages, suits, judgments, awards, orders, claims, fines, costs and demands whatsoever which may arise either directly or indirectly, by reason of or as a consequence of or in any way related to any such Local Prosecution.
- 4.6 In the event that a prosecution other than a Local Prosecution is unsuccessful, only the Director may file an appeal, if in his or her opinion doing so would be in the interests of justice.
- 4.7 Any complaints or concerns that may arise in relation to the Program's prosecutors shall be forwarded to the Director who shall in turn report same to the City's Commissioner of Legal and Human Resources. The Director following appropriate investigation shall report any complaints to the Committee as a whole, unless the complaint is determined to be scandalous, frivolous, vexatious or otherwise without merit.
- 4.8 Any complaints or concerns that may arise in relation to a Serviced Municipality's prosecutor in a Local Prosecution will be forwarded to the Committee member of that Serviced Municipality. The Committee as a whole shall be advised of all such complaints as well, unless following appropriate investigation the complaint is determined to be scandalous, frivolous, vexatious or otherwise without merit.

- 4.9 Any report to the Committee respecting a complaint shall indicate whether or not the complaint was substantiated with recommendation for any further action deemed necessary or advisable.
- 4.10 The parties hereto acknowledge that sharing the prosecution function amongst the Program and the Serviced Municipalities may result in the need for communication between the Director and the Serviced Municipalities' prosecutors for the purpose of ensuring compliance with the Transfer Agreement and in order that a uniform prosecution policy evolves in relation to the Program. The parties commit herein to engaging in such communication. The Committee shall develop a protocol for such purposes.

5. **Accessible Locations for Fines Payment**

The parties agree to consider the feasibility of enabling Fines payment at various locations throughout the Area including the respective municipal offices of the Serviced Municipalities, if practicable, and to pursue telephonic, Internet and other technology to that end.

6. **POA Part. II -- Parking**

Consideration will be given by the City to integrating court scheduling, collection and other administrative/support functions previously or subsequently assumed by a party under Part II of the POA [parking] into the Program, where to do so would not increase Program Costs.

7. **Budget**

- 7.1 The City shall prepare an annual budget for the Program setting out the estimated operating and capital costs, and projected revenue from Fines, user fees, applicable grants, subsidies and other revenues. The budgets for the 2<sup>nd</sup> and subsequent fiscal years shall be submitted to the Committee for review at least 60 days prior to the commencement of the subject Program fiscal year.
- 7.2 The budget shall be based on the budgeting parameters of the City. This includes, but is not limited to, employment practices and policies respecting wages, salaries, benefits and purchasing, as well as tendering policies and procedures for consummables and capital items.
- 7.3 For the second and subsequent fiscal years of the Program, non-budgeted capital expenditures for any new single item costing more than the amount which the City's Chief Administrative Officer is authorized to expend from time to time under the City's Purchasing By-law, shall be submitted to the Committee by the Director for review and recommendation.
- 7.4 The first fiscal year of the Program shall encompass the period of time commencing from the date upon which the City commences court administration/support and prosecutorial function pursuant to the LSA, and ending upon the 31<sup>st</sup> day of December of that calendar year. Thereafter, succeeding Program fiscal years shall coincide with the corresponding calendar years. Start-up i.e. pre-operational costs shall be included in the 1<sup>st</sup> fiscal year of the Program, or the City may amortize such costs over the term of this Agreement upon taking into consideration the Committee's recommendation based upon the Director's report.

8. **Apportionment of Costs and Revenue**

- 8.1 Each party shall receive fine revenue it is entitled to by law including, but not limited to section 324 of the *Municipal Act*, section 67.1 of the *Planning Act*, section 36 of the *Building Code Act*, section 178 of the *Environmental Protection Act*, and under the *Fire Protection and Prevention Act*, or any successors thereto, including any such revenue that may by law be directed to municipalities in future.
- 8.2 Attached as **Schedule "A"** hereto are revenue and expense projections for the Program prepared by the City and reviewed by the Serviced Municipalities, pertaining to the start-up period and first fiscal year of the Program. The parties acknowledge that the financial projections are based on provincial estimates, costs experienced by other municipalities which have entered into POA transfer arrangements with the province, and assumptions where data is unavailable and, accordingly, such projections shall be subject to adjustment as warranted.
- 8.3 (a) The parties shall receive all other revenue of the Program, less those amounts required by law and/or the Transfer Agreement to be distributed to other public authorities, net of the Costs of the Program. Such net revenue shall be distributed quarterly, subject to reconciliation and settlement [distribution or deduction] based upon audited figures, by the Program amongst the City and the County on the proportional basis of the agreed upon weighted assessments of the City on the one hand and the Serviced Municipalities, on the other. The quarterly share referable to the Serviced Municipalities shall then be distributed by the County to the Serviced Municipalities in accordance with the agreed upon respective annual weighted assessments of the respective Serviced Municipalities. For the first fiscal year of the Program net revenue shall be determined and distributed in

accordance with the POA Net Revenue Distribution Model attached as **Schedule "B"** hereto, which shall form the "blueprint" for subsequent fiscal years.

- (b) In the event that during any fiscal year of the Program there shall be a loss, the parties shall be responsible for the loss, likewise in the same weighted assessment proportions. In the event that at-source deduction against the next quarterly advance shall be insufficient to cover any such loss, the Serviced Municipalities shall pay to the City their respective portions of the loss within 30 days of receipt of the City's audited statements for the loss year in question. Without derogation from any other remedies available to it, if payment is not so received by the City, it shall be entitled to set-off the loss attributed to the Serviced Municipality against subsequent revenues distributable thereto, together with interest thereon at the rate of interest normally chargeable by the City on overdue accounts.

- 8.4 Outstanding Fines representing accounts receivable transferred from the province shall be distributed, following receipt of payment, as outlined above.
- 8.5 Subject to Section 8.3(b), the City shall be responsible for paying all Costs of the Program, which shall be payable and/or recoverable from time to time as same arise as a first charge directly against Program general revenue. Unless expressly stipulated to the contrary, all Costs incurred by the City in pursuance of this Agreement and/or the Transfer Agreement shall be considered costs of the Program, and shall be made in accordance with the budget for the relevant fiscal year.
- 8.6 An annual adjustment to the share of each party shall occur in the month following the final determination of the annual weighted assessments, if necessary.
- 8.7 The parties acknowledge that the data in said **Schedule "B"** and associated results are based on estimates and/or are incomplete and that adjustments thereto shall be made as warranted.

9. **Administration**

9.1 The City, as part of the Program, shall provide the administrative home office of the Committee and administrative support services thereto.

9.2 The City shall also provide the following things and services as part of the Program:

i) Human Resources support including:

- recruitment
- training
- occupational health and safety, workers' compensation
- collective bargaining where applicable

ii) Property

- office space, supplies and equipment, including such computer equipment and facilities as may be required in the Transfer Agreement for ICON purposes
- lease negotiation; property acquisition services
- facilities management services where not otherwise included

iii) Treasury

- accounting and bookkeeping
- payroll
- distribution of revenues and provision of related reports

iv) Computer, Communications and Technology Support

v) Audit

vi) Purchasing services in accordance with the City's purchasing and tendering policies and procedures.

- vii) Such other ancillary or usual things and services which are necessary or desirable for the smooth and efficient functioning of the Program and/or the protection of the interests of the parties herein.

Such things and services may be provided by personnel dedicated to the Program or by other City staff on a charge-back basis to the Program in accordance with normal City charge-back policies and procedures.

- 9.3 Leamington shall make available, as a Program cost, its existing court room space and associated administrative facilities ["Leamington Court"] for use by the Program for at least one full day and no less than once every two weeks, in order that prosecutions may be conducted thereat under the Program in a location more convenient to residents of the easterly portion of the Area. The Program shall so utilize the Leamington Court satellite location for the duration of this Agreement unless the Committee determines otherwise. Leamington and Windsor shall enter into a commercially reasonable occupancy agreement pertaining to the Leamington Court setting out the respective obligations and responsibilities of such parties for purposes of the Program, the form of which occupancy agreement shall be submitted to the Committee for recommendation for execution.
- 9.4 The City shall make available, also as a Program cost, facilities owned or leased by the City, for the purpose of providing courtrooms ["Windsor Court"], office areas for staff engaged in the Program, and other areas necessary or desirable for the smooth and efficient operation of the Program. The Windsor Court shall be the primary POA facility for the Area and shall contain a sufficient number of courtrooms for prosecution purposes under the Program and whereat Local Prosecutions may be conducted. The Windsor Court may also incorporate space for administrative staff, storage and other Program needs. Where the Windsor Court or other facility is leased by the City, all rental costs payable by the City therefor shall be included in Program Costs, together with all other

costs incurred in the care and administration thereof. Where the Windsor Court or other facility is owned by the City, the Program Cost thereof shall equate the full cost of renting, caring for and administering comparable facilities. The parties recognize and agree that for purposes hereof the court/office space recently under lease by the province located on the 3<sup>rd</sup> floor of the Westcourt Building, 251 Goyeau Street, constitutes a comparable.

10. **Property**

- 10.1 Title to any equipment, machinery or other chattels or any interest therein to be acquired for purposes of the Program shall be in the name of the City, and any lease or occupancy arrangement for the Windsor Court or other Program premises shall be taken in the name of the City to the extent permitted by law unless otherwise provided for.
- 10.2 The City shall not dispose of any equipment, machinery or other chattels with a book value greater than \$30,000.00 acquired for purposes of the Program, without considering the recommendation of the Committee.
- 10.3 Proceeds of any such disposition, to the extent recommended by the Committee as not being required for purposes of the Program, shall be apportioned to the parties in the same proportions as revenues are apportioned under section 8.3.

11. **Staffing**

- 11.1 The City shall appoint a Director for the Program, who shall be a lawyer in good standing with the Law Society of Upper Canada. The Director shall have his or her appointment



effected and performance reviewed by and hold office pursuant to the employment policies and practices of the City.

- 11.2 The Director shall be responsible for overseeing the functions to be carried out by the City pursuant to this Agreement and the Transfer Agreement and shall serve as Chair of the Committee.
- 11.3 The Director shall report to the City's Commissioner of Legal and Human Resources.
- 11.4 The Director shall prepare for review and recommendation by the Committee, a management plan including a proposed administrative structure.
- 11.5 The City shall hire or provide staff for all purposes of the Program, taking into consideration the Committee's recommendations.
- 11.6 All start-up staff costs and expenses, including recruitment and training, shall be Costs of the Program. Where personnel are not dedicated full-time to the Program, such costs and expenses shall be documented in accordance with normal City practices and policies for appropriate allocation between the Program and other duties.

## 12. **Conflict of Interest Guidelines**

- 12.1 The Serviced Municipalities specifically agree to the application of the Conflict of Interest Guidelines attached as **Schedule "C"** to this Agreement, to those functions being transferred to the Program under the Transfer Agreement.
- 12.2 Local Prosecutions shall also be subject to the Conflict of Interest Guidelines, suitably revised. Each Serviced Municipality shall adopt such Conflict of Interest Guidelines, for its Local Prosecutions.

## 13. **Financial Records**

- 13.1 The City shall keep full and accurate books of account in which shall be recorded all receipts, costs and disbursements of the Program and shall deposit all moneys with respect to the operation of the Program in a special bank account or accounts designated for that purpose and shall render to the Committee at meetings thereof, or whenever required, an account of all transactions and of the financial position of the Program.
- 13.2 The Program's finances shall be subject to the same City internal auditing procedures as are generally applicable within the City organization. There shall be external auditors for the Program engaged for such purpose by the City, which shall be the same firm as conducts the annual external audit of the City's general municipal organization, and for purposes of the Program such external auditors shall report to the Committee.

14. **Insurance**

The City in consultation with the Committee, will arrange for the issue of policies of insurance to protect assets acquired for purposes of the Program that are in the care, custody and control of the City from physical loss or damage and for protecting the parties hereto and employees undertaking the functions of the Program against legal liability that may result from the activities and operations of the Program and shall ensure that all policies of insurance are endorsed to provide that all parties to this Agreement are named as additional insureds as their respective interests may appear. If deemed advantageous, the City shall integrate such coverage into its existing policies and any additional premium therefrom resulting shall be considered a cost of the Program.

15. **Indemnity**

- 15.1 The parties agree to indemnify and save harmless each other, including their respective elected officials, officers and employees, from and against all actions, causes of action, losses, liens, damages, suits, judgments, awards, orders, claims, fines, costs and demands whatsoever which may arise either directly or indirectly, by reason of or as a consequence of or in any way related to their obligations under this Agreement or the Transfer Agreement or any action or actions properly taken hereunder or thereunder.
- 15.2 Recognizing that the City is essentially providing services hereunder to the Serviced Municipalities on a not-for-profit basis, the Serviced Municipalities hereby release, remise, discharge and forever quitclaim the City, its elected officials, officers and employees, from and against any and all claims, actions, losses, damages and proceedings whatsoever arising out of any act of commission or omission thereof done in good faith in the performance or intended performance of any function or service under this Agreement or the Transfer Agreement.

16. **Dispute Resolution**

- 16.1 In the event of any disagreement or dispute between the parties concerning whether there has been a breach of any term or provision hereof, the parties shall use the services of a private mediator to facilitate resolution of the disagreement or dispute.
- 16.2 The affected parties shall jointly select the mediator and the cost of the mediator's services shall be a Program Cost.
- 16.3 In the event the parties are unable to resolve the disagreement or dispute through mediation, such matter will be submitted to arbitration in accordance with the provisions of section 16.4 hereof.

- 16.4 The provisions of the *Arbitrations Act*, R.S.O. 1990 c.A.24, as amended, shall apply to any such disagreement or dispute not resolved by mediation.
- 16.5 Any party to the arbitration shall be entitled to appeal the arbitration award to the Ontario Superior Court on a question of law or of mixed law and fact.
- 16.6 The costs of the arbitration shall be a Program Cost but each party shall be responsible for the costs of its own advisers and experts if any.
- 16.7 Notwithstanding that a matter has been so referred to dispute resolution under the provisions of this section 16, the parties shall throughout the period of dispute resolution endeavour to perform their respective obligations under the terms of this Agreement and the Transfer Agreement to the best of their abilities.

17. **Term**

- 17.1 This Agreement shall expire at the end of the 6<sup>th</sup> Program fiscal year. This Agreement shall automatically renew for a further 5-fiscal year period unless at least 18 months before the expiration of the original term hereof, a party or parties, as the case may be, representing no less than 25% of the weighted assessment for the Area at the relevant time, shall have given notice of non-renewal.
- 17.2 This Agreement, and the conduct of the Serviced Municipalities, notwithstanding that only the City shall have entered into the Transfer Agreement, shall be subject to and governed by the Transfer Agreement, and the City's performance under the Transfer Agreement shall be deemed performance hereunder.

18. **Termination**

- 18.1 This Agreement and the term hereof shall be terminated and at an end prior to the expiration date contemplated by section 17.1 in the event of any one or more of the following events occurring:
- (a) upon termination, expiration or cancellation, for whatever reason, of the Transfer Agreement;
  - (b) upon the giving of notice of termination for cause or due to dissatisfaction, by a party or parties, as the case may be, representing no less than 25% of the weighted assessment for the Area at the relevant time. Such notice shall be delivered, to be valid, no less than 6 months prior to the specified fiscal year end of the Program, shall indicate the reason for the early termination, and shall indicate the effective termination date as being the last day of such fiscal year end. Provided, however, that no such early termination may be made effective prior to the end of the 3<sup>rd</sup> fiscal year end of the Program;
- 18.2 Upon termination of this Agreement for any reason, all costs, expenses, charges, disbursements and other outgoings whatsoever of the City reasonably necessarily incurred in winding-up the Program, including without limitation employee severance packages and transition expenses, shall be deemed to be Program Costs and payable accordingly.
- 18.3 Upon termination, the winding-up provisions of the MOU shall apply and the expense thereof shall similarly constitute a Program Cost.
- 18.4 Upon termination the City shall dispose of all equipment and supplies and other chattels dedicated to or acquired by the Program and the net proceeds therefrom shall be

distributed pursuant to Section 10.3 of this Agreement. Where any equipment or chattels are under lease, the buy-out cost thereof shall constitute a Program Cost. The City shall have the option of acquiring such assets, in whole or in part, from the Program in its own behalf at fair market value. In the event of any disagreement or dispute as to the fair market value, the dispute resolution provisions of section 16 hereof shall apply, *mutatis mutandis*.

19. **Notices**

Any notice which is permitted or required pursuant to this Agreement shall be in writing and shall be served personally or by registered mail upon the Clerk of each of the parties at the addresses of their respective municipal offices, or faxed or emailed thereto at numbers made known for such purposes or otherwise in the public domain. Notices sent by FAX or email shall be deemed received on the business day following transmission thereof.

20. **Severability**

In the event that any covenant, provision or term of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail, but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement, which shall otherwise remain in full force and effect.

21. **Estoppel**

No party or parties shall call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the parties or any of them to enter into this Agreement or the enforceability of any term, agreement, provision, covenant and/or condition contained in this Agreement, and this clause may be pleaded as an estoppel as against any such party in any such proceedings.

22. **Interpretation**

22.1 This Agreement shall be construed in accordance with and be governed by the laws of the Province of Ontario, and any applicable laws of Canada;

22.2 Any captions and headings in this Agreement are inserted for convenience only and shall not be construed as part of this Agreement and shall not in any way limit or modify the terms and provisions thereof;

22.3 All references to monetary sums shall be deemed to refer to lawful money of Canada;

22.4 All references to Acts, statutes, regulations, by-laws or other legislation, in whole or in part, shall be deemed to be references to such legislation or parts thereof as the same may be amended, modified, recodified or re-enacted from time to time;

22.5 Any appendices and/or schedules referred to in this Agreement shall be deemed to form part of this Agreement and are incorporated herein by reference;

22.6 Words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and *vice versa*, respectively;

22.7 In the event of any mediation, arbitration or litigation proceedings between the parties, the exclusive forum therefor shall be limited to Windsor, Ontario, unless the rules of arbitration or the rules of court, as the case may be, otherwise mandate;

22.8 The words "herein", "hereinbelow", "hereinabove", "hereunder" and "hereof" used in a provision of this Agreement, relate to the whole Agreement and not to that provision only, unless the context otherwise provides;

22.9 "business day" means each of Monday, Tuesday, Wednesday, Thursday and Friday, except when any such day occurs on a statutory holiday observed in Ontario or when any such day occurs when the City's City Hall is otherwise closed to the public.

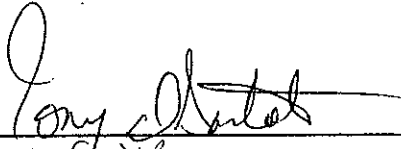
23. **Successors**

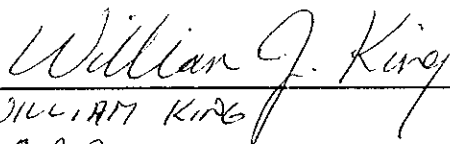
This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors. The City shall not assign any of its responsibilities hereunder unless the Committee has consented thereto and, where applicable, the province has consented under the Transfer Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement.



**THE CORPORATION OF THE  
TOWN OF AMHERSTBURG**

Per:   
Name: TONY DIBARTOLOMEO  
Position: MAYOR

Per:   
Name: WILLIAM KING  
Position: C.A.O.

DATED at AMHERSTBURG this 18 day of DECEMBER, ~~1999~~ 2000

THE CORPORATION OF THE  
TOWN OF ESSEX

Per: 

Name: Joan Flood

Position: Mayor

Per: 

Name: J.E. Marion

Position: Clerk

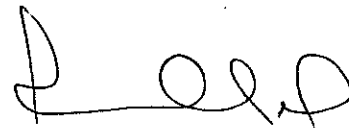
Dated at the Town of Essex this 20<sup>th</sup> day of November, 2000.

~~27~~

**IN WITNESS WHEREOF** the parties have executed this Agreement

Dated at Kingsville this 15<sup>th</sup> day of December, 2000.

**THE CORPORATION OF THE  
TOWN OF KINGSVILLE**

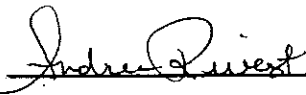


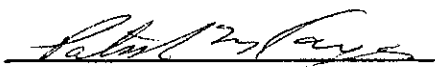
MAYOR, Patrick M. O'Neil



CLERK, Victoria Sim

**THE CORPORATION OF THE  
TOWN OF LAKESHORE**

Per:   
Name: **ANDREA RIVEST**  
Position: **CLERK**

Per:   
Name: **PAT HAYES**  
Position: **MAYOR**

DATED at Lakeshore this 20 day of December 2000

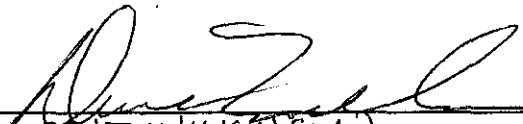
THE CORPORATION OF THE  
TOWN OF LaSALLE

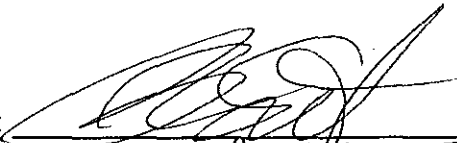
Per: William Varga  
Name: W. Varga  
Position: Deputy-Mayor

Per: K. Miller  
Name: K. Miller  
Position: Clerk

DATED at LaSalle this 28 day of November, ~~XXXX~~ 2000

**THE CORPORATION OF THE  
MUNICIPALITY OF LEAMINGTON**

Per:   
Name: DAVE WILKINSON  
Position: MAYOR

Per:   
Name: BRIAN R. SWEET  
Position: MUNICIPAL CLERK

DATED at LEAMINGTON this 12<sup>th</sup> day of DECEMBER, ~~1999~~ 2000

THE CORPORATION OF THE  
TOWNSHIP OF PELEE

Per: [Signature]  
Name: Al McAninch  
Position: Mayor

Per: [Signature]  
Name: Daphne Blais Rae  
Position: Clerk-Treasurer

DATED at Pelee Island this 18 day of December, 2000  
~~1999~~ R

**THE CORPORATION OF THE  
TOWN OF TECUMSEH**

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

Name: GARY MCNAMARA

Position: DEPUTY MAYOR

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

Name: LAURA MOY

Position: DEPUTY CLERK

DATED at Tecumseh this 28th day of November, ~~1999~~ 2000.



**THE CORPORATION OF THE  
COUNTY OF ESSEX**

Per: 

Name: Patrick O'Neil

Position: Warden

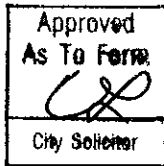
Per: 

Name: Mary Brennan

Position: Clerk

DATED at Essex this 20 day of December, 2000.

THE CORPORATION OF THE  
CITY OF WINDSOR



Per: Michael D. Hurst  
Name: Michael D. Hurst  
Position: Mayor

Per: Brenda Andreatta  
Name: Brenda Andreatta  
Position: Deputy Clerk

DATED at Windsor this 20<sup>th</sup> day of Dec., 2000  
~~1999.~~

# POA Intermunicipal Agreement "Schedule A"

Revenue & Expense Projections  
For Windsor/Essex Court Service Area

Revision Date: November 8, 2000

# **Provincial Offenses Act Transfers**

## **Summary of Revenue/Expense Projections for Windsor/Essex Court Service Area**

**Provincial Projections are based on 1998 data.**

**Province did not provide any details for 1998 proforma, only summary totals.**

	<b>Windsor</b>	<b>Provincial</b>	<b>Ref.</b>
Revenue (net of dedicated fines & victim fine surcharges)	4,082,665	4,082,665	@
Expenses			
Administrative	820,025	271,845	W/S-A
Prosecution	229,350	58,380	W/S-B
Facility	383,889	57,252	W/S-C
	1,433,264	387,477	
Other Miscellaneous Expenses	143,326	-	10
Provincial costs payable	555,360	264,911	18
Total expenses	2,131,950	652,388	
Net revenue	1,950,715	3,430,277	

W/S-A

Provincial Offenses Act Transfers

Summary of Revenue/Expense Projections for Windsor/Essex Court Service Area

Administration Expense Detail

		Windsor Amount \$	Provincial Amount \$	Ref.
<b><u>Direct Costs</u></b>				
Staff salary				
Administration	6 clerks (est. \$1,379 bi weekly)	215,124	108,000	7
Courtroom	3 clerks (est. \$35,000/yr)	105,000	41,250	5
POA Project Manager (Director)	(est \$85,000/yr)	85,000		
Manager	1 (est. \$55,000/yr)	55,000	-	6
Accounting clerk	1 (est. \$35,000/yr)	35,000	-	19
Disclosures				
		-	-	4
Overtime (start-up) 6 staff @ 6hrs/wk for 8 wks				
		8,510	-	12
(ongoing) (est. 5% of admin. salaries)				
		10,756	-	13
Benefits (est. 29% of salaries)				
		149,173	33,795	@
		663,563	183,045	
<b><u>Indirect Costs</u></b>				
Services 3% of salaries				
		12,304	3,240	@
Supplies 5% of salaries				
		24,756	5,400	@
Travel & Communication 2% of salaries				
		9,902	2,160	@
Icon charges (\$1.95 X 50,000 tickets)				
		97,500	78,000	9
Technical Support (TS)				
		12,000	-	15
Total Indirect Costs				
		156,462	88,800	
Total Administrative				
		820,025	271,845	

**W/S-B****Provincial Offenses Act Transfers****Summary of Revenue/Expense Projections for Windsor/Essex Court Service Area****Prosecution Expense Detail**

		<b>Windsor Amount \$</b>		<b>Province Amount \$</b>	<b>Ref.</b>
<b><u>Direct Costs</u></b>					
Prosecutor salary	3 (based on \$55,000/yr to start)	165,000		56,000	3
Benefits	(est. 29%)	47,850		16,240	@
		212,850		72,240	
<b><u>Indirect Costs</u></b>					
Services	3% of total admin. salaries	4,950		1,680	@
Supplies	5% of total admin. salaries	8,250		2,800	@
Travel/ Mileage	2% of admin. salaries	3,300		1,120	@
		16,500		5,600	
<b>Total prosecutor costs</b>		<b>229,350</b>		<b>77,840</b>	

**W/S-C****Provincial Offenses Act Transfers****Summary of Revenue/Expense Projections for Windsor/Essex Court Service Area****Facility Expense Detail**

	<b>Windsor Amount \$</b>	<b>Province Amount \$</b>	<b>Ref.</b>
<b>Lease of space</b>			
Westcourt bldg. 3rd floor (14172.95 sq. ft * \$14.5)	205,508	49,930	2
Leamington facility	1,500	3,002	11
<b>Security</b> (2 police officers for court security + benefits)	139,898	-	16
<b>Computers</b>			
Computers (leased) (1000/yr + 192/yr maint.)+\$50/yr increase		-	
Administrative clerks (6)	7,202	-	
Courtroom clerks (3)	3,626	-	
Accounting clerk (1)	1,242	-	
Manager(1)	1,242	-	
Director (1)	1,242	-	
Prosecutors (3)	3,626	-	
Police Services (3)	3,626	-	
<b>Office Equipment</b>			
Misc Equipment	10,177	-	
<b>Insurance - Liability</b>	5,000	-	17
<b>Total facility costs</b>	<b>383,889</b>	<b>52,932</b>	

**W/S-D****Provincial Offenses Act Transfers****Summary of Revenue/Expense Projections for Windsor/Essex Court Service Area****POA Budget - Capitalized Set-up Costs**

<b>Costs have been estimated based on the most current information.</b>	
	<b>\$</b>
Set-up Costs - Technology Services	49,313
Project Management/ Salaries	71,367
Human Resources - Recruitment/Training	31,000
Office Equipment	26,000
Furniture & Fixtures	212,320
Leasehold Improvements - Structural	380,000
Credit from Landlord	(20,000)
<b>Total Capital Costs</b>	<b>750,000</b>

**Distribution (Based on Weighted Assessment)**

Windsor	(approx. 60%)	450,000
County of Essex	(approx. 40%)	300,000
		<u>750,000</u>



## Provincial Offenses Act Transfers

### Summary of Revenue/Expense Projections for Windsor/Essex Court Service Area

#### References & Assumptions

- @ as provided by the Province (1997 revenue was \$3,307,211)
1. Average POA offenses (1994 - 1997) 40,607 (Caledon processing on avg. 15,000 with 3 full time people - 2 staff & 1 mgr.)  
Average Part 1 offenses requiring court appearances from 1994 - 1997 7,373  
Per day (assume 250 days in yr.) 29  
Part III offenses - require court appearance 4,313 need to provide admin. and court support only  
Per day (assume 250 days in yr.) 17  
Total per day 47 (reasonable? currently doing between 60 to 80 per day) with 2 full time and 1 part time people  
  
Note: NSF Part II offenses (parking), change to Part III when taken to court.
2. Lease cost \$14.50 per sq. ft. Includes 7 parking spaces.  
Lease costs based on offer to lease agreement with Westcourt.  
Costs did not include flooring, painting or special leasehold requests, but did include \$20,000 credit to be used at our discretion. The current offer to lease expires 12/31/00
3. Average number of Part 1 offenses from 1994 - 1997 35,894  
Require 2 full-time and 1 contract (part-time, per diem) prosecutors.
4. Preparation of disclosures (services of providing court documents to defendant) currently funded by Crown. Per Caledon, there is no cost to administrator for this service. The POA office simply collects the disclosure requests and forwards them to the appropriate law enforcement agency who provides the information to the defendant.  
Assumption is made that the agency will continue to be 100% subsidized by the province.
5. Courtroom clerks - estimated at a pool of 3 from which to cover vacations & illness. Assume that one or all courtroom clerks will be hired as temporary part-time. Provincial projections based on 1.25 courtroom staff @ \$33,000

- 6 Provincial Reporting is not currently done at the local level and has been excluded from the Provincial projections. There will also be increased complexity to the bookkeeping function because of the province wide payment options. This will cause A/R & A/P accounts between municipalities. For these reasons, assume a position at mid-range level G.  
(assume current overtime policy)
- 7 Provincial projections did not include a manager.  
Administrative clerks - pool of 7 allocated as follows:  
(# of admin. clerks based on experience of Caledon - >15,000 transactions with 3 staff)  
1 manager of operations who can assist all functions  
6 to input tickets into ICON and collect fines, schedule trial dates and complete bookkeeping functions.  
Salaries of City employees \$1,379 bi weekly  
Provincial projections provided for 3 administration staff @ \$36,000.
- 8 One time costs based on move for Social Services to 500 Ouellette - to be capitalized.
- 9 Provincial charge for use of ICON is \$1.95 per ticket (est 50,000 tickets)  
This cost is likely to increase for the new provincial computer system.  
Confirmation has been received from province that ICON system is Y2K compliant.
- 10 This charge represents other municipal costs. These costs include HR (payroll, recruiting, ongoing staff development), cash management (transaction/banking costs/credit & debit card costs), armoured car service, advertising fees, professional association dues, yearly external audit fee and other misc. items.  
The provincial projections do not allow for any of these expenses. We have estimated them at 10% of expenses.
- 11 per Brian Sweet, the Province pays \$100 per day and uses the court room 2 to 3 times per month for 1/2 day for POA offenses. All charges are then paid in Windsor - they are not connected to ICON in Leamington.  
use 15 days @ \$100 = \$1,500
- 12 Overtime calculation is based on Caledon's experience. They had 3 people (2staff & 1 mgr.) work 3 OT hrs, 2 days/week for 8 weeks during initial rollout. This OT was required because all staff hired were new, with no POA experience, and because they were left with a backlog of paperwork after the transfer that had to be keyed in.  
Assumption is made that the Windsor manager will not be paid overtime, consistent with the OT policy  
Caledon has not paid any OT since the initial 2 months and does not expect to do so in the future.

- 13 Assumption was made that Windsor will incur some administrative overtime on an ongoing basis because the court will sit on a full-time basis, compared to Caledon which only sits 1.5 days a week.  
Estimated overtime expenses as 5% of administrative salaries. Provincial projections do not include any overtime expenses.
- 14 The office equipment and furniture & fixture costs are estimated. Province did not leave courtrooms and public seating area when they moved out.  
All other administrative furniture & fixtures were also taken to the new Justice Facility.
- 15 Assume on-going technical support from Technology Services of .25 FTE.  
This would include any necessary programming and support for POA office.
- 16 Assumption that two 1st class constables are used. (\$57,148 X 2 + 2% increase)
- 17 Province MOU requires \$5 million liability coverage. Per Peter Breuall - est. \$5,000
- 18 Provincial judiciary costs are based on \$160/sched crt hr, 2 crt rms, 6 hrs/day, 5 days/wk, 52 wks/yr.  
Part III prosecution expenses are based on \$90/hr, actual hrs, 6 hrs/day, 2 days/wk, 52 wks/yr  
Province estimate was for \$496,082 and combined all the costs.
- 19 Local administration of POA must also handle collection of POA and recording of payments.  
One accounting position has been added. The province did not allow for this function in their projections.

## SCHEDULE "B"

### POA Net Revenue Distribution Model

Distribution Based on Weighted Assessment

**Source: Calculation of Weighted Assessment (including PIL assessment)  
is based on Summary Roll Sheets printed Dec. 2/99.**

		Assume Net Revenue = \$1,950,715					
Weighted Assessment		% by Tier 1 Municipalities		% of County		% of Service Area	
<b>County:</b>							
Amerstburg	1,239,888,473			0.12173	\$ 92,441	0.04739	\$ 92,441
Essex	1,022,683,708			0.10041	\$ 76,247	0.03909	\$ 76,247
Kingsville	1,067,511,024			0.10481	\$ 79,589	0.04080	\$ 79,589
LaSalle	1,469,216,186			0.14425	\$109,539	0.05615	\$ 109,539
Lakeshore	1,982,150,667			0.19460	\$147,781	0.07576	\$ 147,781
Leamington	1,390,583,704			0.13653	\$103,676	0.05315	\$ 103,676
Tecumseh	2,013,494,606			0.19768	\$150,118	0.07696	\$ 150,118
	10,185,528,367	0.38929	\$ 759,390				
<b>Pelee:</b>	55,753,485	0.00213	\$ 4,157			0.00213	\$ 4,157
<b>Windsor:</b>	15,923,223,334	0.60858	\$1,187,168			0.60858	\$1,187,168
<b>Total</b>	26,164,505,186	100%	\$1,950,715	100%	\$759,390	100%	\$1,950,715

## **SCHEDULE "C"**

### **CONFLICT OF INTEREST GUIDELINES PURSUANT TO POA TRANSFER**

**WHEREAS** the administration of the Provincial Offences Court by Municipal Partners pursuant to a Transfer Agreement with the Attorney General must be conducted in accordance with fundamental principles of justice, which include judicial and prosecutorial independence, fairness, impartiality, competence and integrity;

**AND WHEREAS** these guidelines shall apply to all elected representatives for this Municipal Partner, and all officials and staff of the Municipal Partner;

**THEREFORE**, the Municipal Partner agrees to implement and adhere to the Conflict of Interest Guidelines as set out below on behalf of the elected representatives and staff of The Corporation of the City of Windsor for all matters relating to the transfer of Provincial Offences Court matters in the Court Service Area of Windsor/Essex:

#### **1.0 Principles of Conflict of Interest Guidelines**

- 1.1 These Conflict of Interest Guidelines shall apply to all elected representatives, officials and staff of the Municipal Partner. Where any higher or greater obligation is contained in the Transfer Agreement, such higher or greater obligation shall prevail.
- 1.2 No person shall attempt to influence or interfere, financially, politically or otherwise, with employees or others persons performing duties under the Transfer Agreement.
- 1.3 All persons involved with the administration, support and prosecution functions of the Provincial Offences Court shall endeavour to carry out such duties in a manner which upholds the integrity of the administration of justice.

2.0 **Oath of Office**

- 2.1 All staff members involved with the administration and support functions shall swear or affirm to the oath as set out in Appendix A of these guidelines.
- 2.2 All municipal prosecutors engaging in prosecutions under the Transfer Agreement shall swear or affirm to the oath as set out in Appendix B of these guidelines.

3.0 **Obligation to Report**

- 3.1 An employee or other person performing duties under the Transfer Agreement shall report any attempt at improper influence or interference, financial, political or otherwise, to the Municipal Partner and to the local Crown Attorney. No action shall be taken against the employee or other person for making any such report in good faith.
- 3.2 An employee or other person performing duties under the Transfer Agreement contacted by an elected official with respect to the administration of justice or matters before the court shall immediately disclose such contact to the Municipal Partner in order to maintain the integrity of the justice system.
- 3.3 Where an employee or other person performing duties under the Transfer Agreement has been charged with an offence created under a federal statute or regulation or a provincial statute or regulation, and where continuing to perform his or her duties may erode public confidence in the administration of justice, the charge shall be disclosed to the Municipal Partner. Upon notification, the Municipal Partner shall determine if any actual or perceived conflict of interest exists, and if so, shall take appropriate action to address the conflict.
- 3.4 A prosecutor shall disclose any actual or reasonably perceived conflict as soon as possible to the Municipal Partner.

3.5 Where a prosecutor is charged with an offence under the *Criminal Code* of Canada or any other federal statute or regulation that is dealt with under the *Criminal Code* of Canada, such charge shall be disclosed to the Municipal Partner forthwith. Where a prosecutor is charged with an offence under any other federal statute or regulation thereunder or a provincial statute or regulation thereunder and where continuing to perform his or her duties may erode public confidence in the administration of justice, the charge shall be disclosed to the Municipal Partner. The Municipal Partner shall determine if any actual or perceived conflict exists and, if so, the Municipal Partner shall take appropriate action to address the conflict.

#### 4.0 **Prosecution Guidelines**

4.1 Prosecutors acting under the terms of the Transfer Agreement, in addition to the above, shall adhere to the following conflict of interest guidelines:

4.2 A person employed as a prosecutor shall not also be employed as an enforcement officer.

4.3 A prosecutor shall be supervised by or report to the Commissioner of Legal and Human Resources or another lawyer designated for such purpose.

4.4 A prosecutor shall not hold or have held a municipal political office within the preceding 12 months.

4.5 A prosecutor shall not be placed or place himself or herself in a position where the integrity of the administration of justice could be compromised.

4.6 A prosecutor shall not, personally or through any partner in the practice of law, act or be directly or indirectly involved as counsel or solicitor for any person in respect of any offence charged against the person under the laws in force in Ontario, unless it relates to his/her own case.

## 5.0 **Implementation**

- 5.1 All elected representatives of the Municipal Partner shall be provided with a copy of these guidelines following each municipal election.
- 5.2 These guidelines shall form part of the Human Resources orientation for all current and new municipal officials and staff.

## 6.0 **Breach**

- 6.1 Although these are guidelines, it should be noted that a breach may result in charges under the *Criminal Code* of Canada, Provincial statute, and/or disciplinary action.
- 6.2. As a result of a breach by an elected representative or official or staff member, The Corporation of the City of Windsor may be in breach of the Memorandum of Understanding with Her Majesty the Queen in Right of Ontario as represented by the Attorney General.



## **Appendix "A"**

All staff members involved in the administration and/or support functions shall swear or affirm the oath as follows:

I do swear (or solemnly affirm) that I will faithfully discharge my duties as a public servant and will observe and comply with the laws of Canada and Ontario, and, except as I may be legally authorized or required, I will not disclose or give to any person any information or document that comes to my knowledge or possession by reason of my being a public servant, so help me God (omit last four words in an affirmation).

## **Appendix "B"**

All prosecutors engaging in prosecutions under the Transfer Agreement shall swear or affirm the oath as follows:

I swear (or affirm) that I will truly and faithfully, according to the best of my skill and ability, execute the duties, powers and trusts of a prosecutor, as an officer of the Court, without favour or affection to any party, so help me God (omit last four words in an affirmation).

I also swear (or affirm) that I will faithfully discharge my duties as a prosecutor, and will comply with the laws of Canada and Ontario, and except as I may be legally authorized or required, I will not disclose or give to any person any information or document that comes to my knowledge or possession by reason of my being a prosecutor, so help me God (omit last four words in an affirmation).