

**THIS 2<sup>nd</sup> RENEWAL AGREEMENT** made in duplicate as of the 21<sup>st</sup> day of *November*, 2016

**B E T W E E N:**

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

Hereinafter referred to as “Amherstburg”

OF THE FIRST PART

-and-

**THE CORPORATION OF THE TOWN OF ESSEX**

Hereinafter referred to as “Essex”

OF THE SECOND PART

-and-

**THE CORPORATION OF THE TOWN OF KINGSVILLE**

Hereinafter referred to as “Kingsville”

OF THE THIRD PART

-and-

**THE CORPORATION OF THE TOWN OF LAKESHORE**

Hereinafter referred to as “Lakeshore”

OF THE FOURTH PART

-and-

**THE CORPORATION OF THE TOWN OF LaSALLE**

Hereinafter referred to as “LaSalle”

OF THE FIFTH PART

-and-

**THE CORPORATION OF THE MUNICIPALITY OF  
LEAMINGTON**

Hereinafter referred to as “Leamington”

OF THE SIXTH PART

-and-

**THE CORPORATION OF THE TOWNSHIP OF PELEE**

Hereinafter referred to as "Pelee"

OF THE SEVENTH PART

-and-

**THE CORPORATION OF THE TOWN OF TECUMSEH**

Hereinafter referred to as "Tecumseh"

OF THE EIGHTH PART

-and-

**THE CORPORATION OF THE COUNTY OF ESSEX**

Hereinafter referred to as the "County"

OF THE NINTH PART

-and-

**THE CORPORATION OF THE CITY OF WINDSOR**

Hereinafter referred to as the "City"

OF THE TENTH PART

**WHEREAS** the aforementioned parties are parties to an inter-municipal court services agreement dated the 20<sup>th</sup> day of November, 2000 which sets out the 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 described therein, a copy of which is attached hereto as *Appendix "A"* (the "Original Agreement");

**AND WHEREAS** the Original Agreement expired on December 31, 2006 and automatically renewed for a five (5) year period, such renewal period expiring December 31, 2011;

**AND WHEREAS** the parties entered into a renewal agreement, dated the 7<sup>th</sup> day of March, 2011, whereby the Original Agreement was renewed for a period of five (5) years, commencing on January 1,

2012 and terminating on December 31, 2016, a copy of which is attached hereto as *Appendix "B"* (the "1<sup>st</sup> Renewal Agreement", and together with the Original Agreement, the "Extended Agreement");

**AND WHEREAS** the parties wish to further renew the Extended Agreement;

**AND WHEREAS** the parties have by resolutions of the respective Councils authorized the execution of this 2<sup>nd</sup> Renewal Agreement for a five (5) year period from January 1, 2017 to December 31, 2021, and in the case of the City, authorized such execution by [CR 720/2016], on November 21, 2016;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the terms, conditions, premises, and covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The recitals hereto are true and form part of this Agreement.
2. The term shall be extended for a five (5) year period from January 1, 2017 to December 31, 2021 (the "2<sup>nd</sup> Renewal Term").
3. Section 2.7 of the Original Agreement shall be deleted in its entirety and replaced with the following:

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 within the first two (2) months for the relevant fiscal year of the Program. The weighted assessment proportions shall be determined for that fiscal year based upon the final recent data available from the assessment authorities.

4. The quarterly distributions, as set out in section 8.3(a) of the Original Agreement, shall be as of the following dates of each fiscal year of the Program:

Q1 = As of April 30<sup>th</sup>

Q2 = As of July 31<sup>st</sup>

Q3 = As of October 31<sup>st</sup>

Q4 = As of December 31<sup>st</sup>

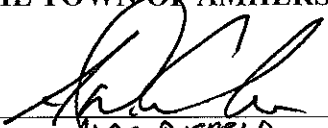
5. All terms, conditions and schedules of the Extended Agreement shall apply to the 2<sup>nd</sup> Renewal Term *mutatis mutandis*, save and except that there shall be no further right of renewal, of either an automatic or discretionary nature. However nothing in this Agreement prevents the parties from further renegotiating and/or extending the Agreement.
6. The parties hereby specifically acknowledge the indemnity provisions as contained in Article 15 "Indemnity" of the Original Agreement.
7. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by facsimile transmission and such transmission shall constitute deliver of an executed copy of this Agreement to the receiving Party as of the date of receipt thereof by the receiving Party or such other date as may be specified by the sending Party as part of such transmission. Notwithstanding the foregoing, either Party may demand a fully executed single copy of this Agreement.
8. All terms used herein which are denoted with an initial capital letter shall have the meanings assigned to them in the Extended Agreement, unless amended herein.

This Agreement and everything in it shall enure to the benefit of and be binding on the parties hereto, and their respective successors and assigns.


**IN WITNESS WHEREOF** the parties have affixed their corporate seals duly attested by the hands of their proper officers in that behalf.

*(Remainder of Page Intentionally Left Blank. Execution Pages Follow, One party per page)*

THE CORPORATION OF  
THE TOWN OF AMHERSTBURG


  
Name: ALDO DICARLO

Title: MAYOR

  
Name: PAULA PARKER

Title: CLERK

We have authority to bind the Corporation

DATED at Amherstburg this 27<sup>th</sup> day of February, ~~2016~~ <sup>2017</sup> 

**THE CORPORATION OF  
THE TOWN OF ESSEX**

Ron McDermott

Name:

Title:

[Signature]

Name:

Title:

We have authority to bind the Corporation

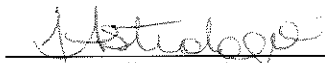
**DATED** at Essex this 19<sup>th</sup> day of December, 2016

**THE CORPORATION OF  
THE TOWN OF KINGSVILLE**



Name: Nelson Santos

Title: Mayor




Name: Jennifer Astrologo


Title: Clerk

We have authority to bind the Corporation

**DATED** at Kingsville this 15<sup>th</sup> day of November, 2016

THE CORPORATION OF  
THE TOWN OF LAKESHORE

  
Name: Tom Bain  
Title: mayor

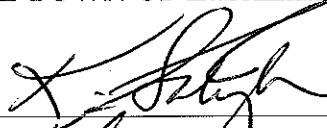
  
Name: Mary Masse  
Title: Clerk

We have authority to bind the Corporation

DATED at Town of Lakeshore this 22<sup>nd</sup> day of November, 2016



THE CORPORATION OF  
THE TOWN OF LaSALLE



Name: K. Araya

Title: MAYOR



Name: BRENDA ANDREATTA

Title: CLERK

We have authority to bind the Corporation

DATED at THE TOWN OF this 22<sup>ND</sup> day of November, 2016  
LaSALLE

**THE CORPORATION OF THE  
MUNICIPALITY OF LEAMINGTON**

Name: JOHN PATTERSON

Title: MAYOR

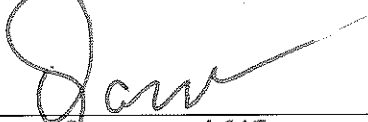
Name: BRENDA M. PERCY


Title: CLERK

We have authority to bind the Corporation

**DATED** at Leamington this 31<sup>st</sup> day of October, 2016

THE CORPORATION OF THE  
TOWNSHIP OF PELEE

  
\_\_\_\_\_  
Name: RICK MASSE  
Title: MAYOR

  
\_\_\_\_\_  
Name: WAYNE MILLER  
Title: CAO / CLERK

We have authority to bind the Corporation

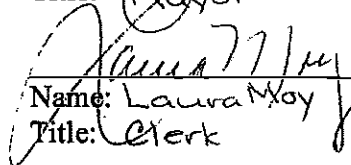
DATED at Pelee Twp. this 21<sup>ST</sup> day of NOVEMBER, 2016

**THE CORPORATION OF  
THE TOWN OF TECUMSEH**



Name: Gary McNamara

Title: Mayor



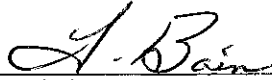
Name: Laura May

Title: Clerk

We have authority to bind the Corporation

DATED at Tecumseh, ON this 13<sup>th</sup> day of December, 2016

**THE CORPORATION OF THE  
COUNTY OF ESSEX**



Name: **TOM BAIN**

Title: **WARDEN**

**CORPORATION OF THE COUNTY OF ESSEX**

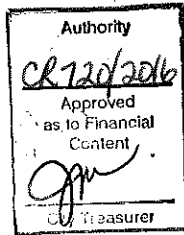
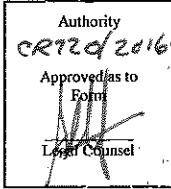


Name: **Mary S. Brennan**

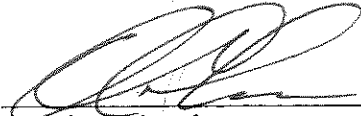
Title: **Director of Council Services/Clerk  
Corporation of the County of Essex**

**We have authority to bind the Corporation**

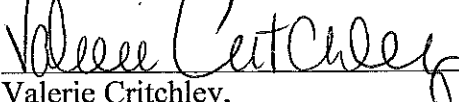
**DATED** at Essex this 2nd day of November, 2016



**THE CORPORATION OF  
THE CITY OF WINDSOR**

  
Onorio Colucci,

Chief Administrative Officer

  
Valerie Critchley,  
City Clerk

We have authority to bind the Corporation

DATED at Windsor this 2<sup>nd</sup> day of May, <sup>2017</sup>~~2016~~