



CORPORATION OF THE CITY OF WINDSOR

MISSION STATEMENT:

"The City of Windsor, with the involvement of its citizens, will deliver effective and responsive municipal services, and will mobilize innovative community partnerships"

COUNCIL SERVICES/CITY CLERK

DATE: July 14, 2011

File: AFM ~~10817~~ 10894

TO: Victor Lipnicki (Director of Provincial Offences)

FROM: City Clerk

RE: Windsor/Essex Area Inter municipal Courts Service Agreement - Renewal
CR85/2011 amended by M64-2011
adopted March 7, 2011

Enclosed, is the subject document, duly executed by the Corporation.

One original has been retained in this office for the Permanent Records.

Gary Cian

/per A. Delgado

Deputy Clerk

/ad

Enclosures

Index
please

Andrea

Cc: City Solicitor

THIS 1ST RENEWAL AGREEMENT made in decuplicate as of the 7TH day of March, 2011

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 intermunicipal court services agreement dated the 20th 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 wish to further renew the Original Agreement;

AND WHEREAS the parties have by resolutions of the respective Councils authorized the execution of this 1st Renewal Agreement for a five (5) year period from January 1, 2012 to December 31, 2016, and in the case of the City, authorized such execution by CR85/2011 on February 28, 2011, and amended by M64-2011 on March 7, 2011;

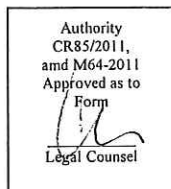
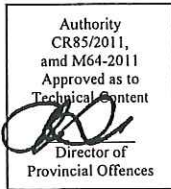
NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the terms, conditions, premises, and covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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, 2012 to December 31, 2016 (the "Renewal Term").
3. All terms, conditions and schedules of the Original Agreement shall apply to the 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.
4. The parties hereby specifically acknowledge the indemnity provisions as contained in Article 15 "Indemnity" of the Original Agreement.


5. 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.

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)

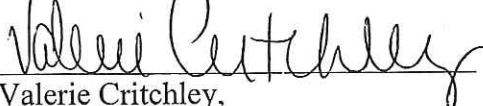


**THE CORPORATION OF
THE CITY OF WINDSOR**



Helga Reidel,

Chief Administrative Officer

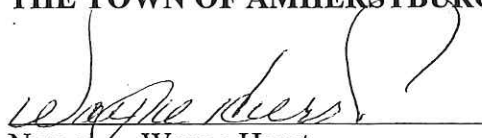


Valerie Critchley,
City Clerk

We have authority to bind the Corporation

DATED at Windsor this 29 day of June, 2011

**THE CORPORATION OF
THE TOWN OF AMHERSTBURG**



Name: Wayne Hurst

Title: Mayor




Name: Brenda M. Percy

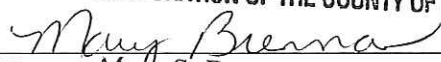
Title: Clerk

We have authority to bind the Corporation

DATED at Town of Amherstburg this 18th day of May, 2011

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

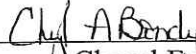
DATED at Essex this 18th day of May, 2011

**THE CORPORATION OF
THE TOWN OF ESSEX**



Name: Ron McDermott

Title: Mayor




Name: Cheryl Bondy

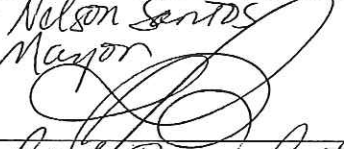
Title: Clerk/Deputy-Treasurer

We have authority to bind the Corporation

DATED at Essex this 18th day of April, 2011

**THE CORPORATION OF
THE TOWN OF KINGSVILLE**


Name: Nelson Santos
Title: Mayor


Name: Ruth Orton-Per
Title: Clerk

We have authority to bind the Corporation

DATED at Kingsville this 18 day of May, 2011

**THE CORPORATION OF
THE TOWN OF LAKESHORE**



Tom Bain
Mayor



Mary Masse
Clerk

We have authority to bind the Corporation

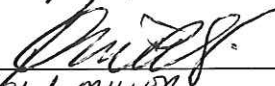
DATED at Lakeshore this 18 day of May, 2011

THE CORPORATION OF
THE TOWN OF LaSALLE



Name: MARK CARRICK

Title: DEPUTY MAYOR



Name: KEVIN MILLER

Title: CAO - DEPUTY CLERK

We have authority to bind the Corporation

DATED at Town of LaSalle this 18th day of MAY, 2011

**THE CORPORATION OF THE
MUNICIPALITY OF LEAMINGTON**

Name: JOHN PATERSON

Title: MAYOR

Name: BRIAN A. SWEET

Title: MUNICIPAL CLERK

We have authority to bind the Corporation

DATED at LEAMINGTON this 18th day of MAY, 2011

**THE CORPORATION OF THE
TOWNSHIP OF PELEE**

A Mitchell

Name: ANN MITCHELL

Title: CAO/CLERK/TREASURER

Chamy

Name: RICK MASSE

Title: MAYOR.

We have authority to bind the Corporation

DATED at Pelee Island this 4th day of May, 2011

**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 26th day of April, 2011