

THIS 3rd RENEWAL AGREEMENT made in decuplicate as of the day of , 2021

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 entered into a first renewal agreement, dated the 7th 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 “1st Renewal Agreement”);

AND WHEREAS the parties entered into a second renewal agreement, dated the 21st day of November, 2016, whereby the Original Agreement was renewed for further a period of five (5) years, commencing on January 1, 2017 and terminating on December 31, 2021, a copy of which is attached hereto as **Appendix “C”** (the “2nd Renewal Agreement”, and together with the Original Agreement and the 1st Renewal 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 3rd Renewal Agreement for a five (5) year period from January 1, 2022 to December 31, 2026, and in the case of the City, authorized such execution by (CR), on _____, 2021;

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, 2022 to December 31, 2026 (the “3rd Renewal Term”).
3. That Subsection 3.1(ii) of the Extended Agreement be amended by adding:

Should the City determine, in its sole discretion, to take on the function of prosecuting Part III POA charges, it will be responsible to conduct those prosecutions in accordance with any amendments to the Transfer Agreement in relation thereto, and in accordance with this Agreement.

4. That “The Program shall so utilize the Leamington Court satellite location for the duration of this Agreement unless the Committee determines otherwise.” shall be deleted from Section 9.3 of the Extended Agreement in its entirety and replaced with the following:

The Program shall so utilize the Leamington Court satellite location for the duration of this Agreement unless the Committee determines otherwise, or unless the courts can be run remotely through the use of technology.

5. That “The parties recognize and agree that for purposes hereof the court/office space recently under lease by the province located on the 3rd floor of the Westcourt Building, 251 Goyeau Street, constitutes a comparable.” shall be deleted from Section 9.4 of the Extended Agreement in its entirety and replaced with the following:

The parties recognize and agree that for purposes hereof the court/office space previously under lease by the province located on the 3rd floor of the Westcourt Building, 251 Goyeau Street, constitutes a comparable. Notwithstanding the foregoing, as courts modernize and/or as MAG may require, the City may take advantage of available technological solutions, also as a Program cost, which may be an enhancement, substitution, or result in a reduction of the facilities otherwise referred to within this paragraph.

6. That Section 10 of the Extended Agreement be amended by adding a new Section 10.4:

10.4 The parties acknowledge that the court facilities and administration area for Local Prosecutions is now located at 400 City Hall Square East, Room 404B, Windsor, Ontario, N9A 7K6.

7. Section 11.3 of the Extended Agreement shall be deleted in its entirety.
8. All terms, conditions and schedules of the Extended Agreement shall apply to the 3rd 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.

9. The parties hereby specifically acknowledge the indemnity provisions as contained in Article 15 “Indemnity” of the Original Agreement.
10. 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.
11. 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:

Title:

Name:

Title:

We have authority to bind the Corporation

DATED at _____ this _____ day of _____, 2021

**THE CORPORATION OF
THE TOWN OF ESSEX**

Name:

Title:

Name:

Title:

We have authority to bind the Corporation

DATED at _____ this _____ day of _____, 2021

**THE CORPORATION OF
THE TOWN OF KINGSVILLE**

Name:

Title:

Name:

Title:

We have authority to bind the Corporation

DATED at _____ this _____ day of _____, 2021

**THE CORPORATION OF
THE TOWN OF LAKESHORE**

Name:

Title:

Name:

Title:

We have authority to bind the Corporation

DATED at _____ this _____ day of _____, 2021

**THE CORPORATION OF
THE TOWN OF LaSALLE**

Name:

Title:

Name:

Title:

We have authority to bind the Corporation

DATED at _____ this _____ day of _____, 2021

**THE CORPORATION OF THE
MUNICIPALITY OF LEAMINGTON**

Name:

Title:

Name:

Title:

We have authority to bind the Corporation

DATED at _____ this _____ day of _____, 2021

**THE CORPORATION OF THE
TOWNSHIP OF PELEE**

Name:

Title:

Name:

Title:

We have authority to bind the Corporation

DATED at _____ this _____ day of _____, 2021

**THE CORPORATION OF
THE TOWN OF TECUMSEH**

Name:

Title:

Name:

Title:

We have authority to bind the Corporation

DATED at _____ this _____ day of _____, 2021

**THE CORPORATION OF THE
COUNTY OF ESSEX**

Name:

Title:

Name:

Title:

We have authority to bind the Corporation

DATED at _____ this _____ day of _____, 2021

Authority
CR511/2021

Approved as to
Financial Content

City Treasurer

Authority
CR511/2021

Approved as to
Form and Content

Legal Counsel

**THE CORPORATION OF
THE CITY OF WINDSOR**

Jason Reynar,
Chief Administrative Officer

Steve Vlachodimos,
City Clerk

We have authority to bind the Corporation

DATED at _____ this _____ day of _____, 2021

APPENDIX “A”

ORIGINAL AGREEMENT

APPENDIX “B”

1ST RENEWAL

AGREEMENT

APPENDIX “C”

2ND RENEWAL

AGREEMENT