

DRAFT

NIAGARA REGION COURTS INTERMUNICIPAL AGREEMENT- AMENDMENT 2

This Agreement dated the _____ day of _____, 2020

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT ERIE
(hereinafter called "Fort Erie")

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWN OF GRIMSBY
(hereinafter called "Grimsby")

OF THE SECOND PART

-and-

THE CORPORATION OF THE TOWN OF LINCOLN
(hereinafter called "Lincoln")

OF THE THIRD PART

-and-

THE CORPORATION OF THE CITY OF NIAGARA FALLS
(hereinafter called "Niagara Falls")

OF THE FOURTH PART

-and-

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE
(hereinafter called "Niagara-on-the-Lake")

OF THE FIFTH PART

-and-

THE CORPORATION OF THE TOWN OF PELHAM
(hereinafter called "Pelham")

OF THE SIXTH PART

-and-

THE CORPORATION OF THE CITY OF PORT COLBORNE
(hereinafter called "Port Colborne")

OF THE SEVENTH PART

-and-

THE CORPORATION OF THE CITY OF ST. CATHARINES
(hereinafter called "St. Catharines")

OF THE EIGHTH PART

-and-

THE CORPORATION OF THE CITY OF THOROLD
(hereinafter called "Thorold")

OF THE NINTH PART

-and-

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET
(hereinafter called "Wainfleet")

OF THE TENTH PART

-and-

THE CORPORATION OF THE CITY OF WELLAND
(hereinafter called "Welland")

OF THE ELEVENTH PART

-and-

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN
(hereinafter called "West Lincoln")

OF THE TWELFTH PART

-and-

THE REGIONAL MUNICIPALITY OF NIAGARA
(hereinafter called "the Region")

OF THE THIRTEENTH PART

WHEREAS, by the Niagara Regional Court Intermunicipal Agreement dated April 26, 2000 (the “Intermunicipal Agreement”), all parties agreed, among other thing things, to appoint the Region as Agent to undertake the court administration, support and prosecution program for the operation of the Provincial Offences Court on behalf of all municipalities;

AND WHEREAS effective November 22, 2005, the Parties amended the Intermunicipal Agreement to update Schedule A entitled “Reporting Relationships”;

AND WHEREAS the Region wishes to proceed with the implementation of the Vision Zero Program, which among other things would include enforcement of the *Highway Traffic Act* through Automated Speed Enforcement and Red Light Camera enforcement for purposes of enhancing traffic safety for the benefit of all visitors to and residents of the region of Niagara;

AND WHEREAS in order for the Region’s operation of the Vision Zero Program to be financially sustainable, it would need to be fully supported by the fines received through charges issued under the Vision Zero Program that will be processed through the Court;

AND WHEREAS the Council of the Region have approved the Vision Zero Program subject to an amendment to the Intermunicipal Agreement regarding the apportionment of costs and revenue to ensure that the Vision Zero Program is financially sustainable in the long term;

NOW THEREFORE in consideration of the promises, mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Definitions

In this Amending Agreement:

“Effective Date” means the date upon which the first Certificate of Offence issued pursuant to the *Provincial Offences Act* for a charge under the Vision Zero Program is filed with the Court;

“Vision Zero Program” means the Vision Zero Road Safety Program to be administered by the Region that includes without limitation: enforcement of the *Highway Traffic Act* through Automated Speed Enforcement, Red Light Camera enforcement and such other automated technology-based traffic enforcement tools that may be approved for use by the Province from time to time; infrastructure upgrades such as street lighting, signage and intersection improvements; and, communication and educational programs; all for purposes of enhancing traffic safety for all road users;

“Vision Zero Program Court Costs” means the Court costs and expenses related to administration, prosecution, adjudication of Vision Zero Program charges, including

all staffing costs, fees and collection costs incurred by the Agent in processing charges issued under the Vision Zero Program;

2. The parties acknowledge that implementation of the Vision Zero Program by the Region requires significant upfront investment in particular related to the acquisition and installation of necessary equipment, fees imposed by the Joint Processing Centre and Ministry of Transportation and staffing costs, in addition to other operational costs to administer the Vision Zero Program. Notwithstanding sections 8.2 and 8.3 of the Intermunicipal Agreement, given the costs incurred by the Region to implement and operate the Vision Zero Program, the Region shall receive 100% of net Vision Zero Program revenues.
3. Except as otherwise provided herein, the Region shall use the net Vision Zero Program revenues exclusively for the operation and enhancement of the Vision Zero Program.
4. Regional Staff shall report to the Council of the Region on an annual basis regarding operational costs and technical performance of the Vision Zero Program and the use of the net Vision Zero Program revenues.
5. The costs of the Program, as defined in the Intermunicipal Agreement, will be adjusted as a part of the annual budget process in accordance with section 7.1 of the Intermunicipal Agreement as necessary to address any change in Vision Zero Program Court Costs required to accommodate the volume of charges processed pursuant to the Vision Zero Program and shall be recovered by the Agent from gross revenues in accordance with section 8.1 of the Intermunicipal Agreement.
6. The Agent will track the Vision Zero Program Court Costs separately to the extent reasonably possible for inclusion in the annual budget and financial reporting submitted to the Board from time to time, and the report provided to the Council of the Region pursuant to section 4 of this Amending Agreement.
7. In the event that the Vision Zero Program gross revenues are less than the Vision Zero Program Court Costs at the end of any fiscal year, the Region will provide funding to cover the deficit from the Region's share of the net revenue distribution pursuant to section 8.2 of the Intermunicipal Agreement, so that the net revenues distributed to all Municipalities, with the exception of the Region, pursuant to section 8.3 of the Intermunicipal Agreement are not negatively impacted by the Vision Zero Program. In subsequent years, any net Vision Zero Program revenues will first be used to repay the Region for previous years' deficit and then used for the operation and enhancement of the Vision Zero Program as outlined in section 3 of this Amending Agreement.
8. The Region agrees to notify the parties in writing of the date that the first Certificate of Offence issued for a charge under the Vision Zero Program is filed with the Court for purposes of confirming the Effective Date of this Amending Agreement.

9. The term of this Amending Agreement will be five (5) years from the Effective Date. The parties agree that on or about three (3) years from the Effective Date they will engage in discussions to collectively review available data related to the Vision Zero Program compiled as of that date, including but not limited to Vision Zero Program Court Costs, charges, gross revenues, technical performance and trends for purposes of considering long-term projections and plans for the Vision Zero Program including possible sites for future capital investment in the Vision Zero Program and any potential future amendments that may be required to the Intermunicipal Agreement.
10. This Amending Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
11. The acceptance of this Amending Agreement may be communicated by facsimile or email transmission reproduction between the Parties, and such reproduction will be binding upon the Parties with the same effect as an executed original of the Amending Agreement.
12. Save and except as modified herein, the provisions of the Intermunicipal Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement:

(signing blocks to be inserted)