

Bill No. 296
2018

By-law No. A.-_____

A by-law to approve the Transfer Payment Agreement for the Portable Housing Benefit Special Priority Policy Program with the Ministry of Housing and Ministry of Finance; to authorize the Mayor and the City Clerk to execute the agreement; and to authorize the Managing Director of Housing, Social Services and Dearness Home to execute any documents and reports in furtherance of this Agreement as required.

WHEREAS section 2 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Transfer Payment Agreement substantially in the form attached as Schedule 1 to this by-law and satisfactory to the City Solicitor, between Her Majesty the Queen in the Right of Ontario as represented by the Ministry of Housing and the Ministry of Finance and the Corporation of the City of London, is hereby approved.
2. The Mayor and City Clerk are authorized to execute the agreement approved in section 1 above substantially in the form attached to this by-law.
3. The Managing Director, Housing, Social Services and Dearness Home, or delegate, is hereby authorized to execute any documents and reports in furtherance of this Agreement as required.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council June 26, 2018

Matt Brown
Mayor

Catharine Saunders
City Clerk

First reading – June 26, 2018
Second reading – June 26, 2018
Third reading – June 26, 2018

ONTARIO TRANSFER PAYMENT AGREEMENT

Portable Housing Benefit – Special Priority Policy (PHB-SPP) Program

THE AGREEMENT, effective as of _____, 2018 (the

“Effective Date”), **B E T W E E N**:

**Her Majesty the Queen in right of Ontario as represented by
the Minister of Housing (“MHO”) and the Minister of
Finance (“MOF”) (collectively “Ontario”)
- and -**

The Corporation of the City of London

(the **“Service Manager”** of **“SM”**)

BACKGROUND

The Service Manager has agreed to participate in the delivery and administration of the Portable Housing Benefit – Special Priority Policy (PHB-SPP) Program.

MHO wishes to provide Funds to the Service Manager for the Program.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, Ontario and the Service Manager (the **“Parties”**) agree as follows:

1.0 ENTIRE AGREEMENT

1.1 This agreement (the **“Agreement”**), including:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Program Specific Information and Additional Provisions
- Schedule “C” - Program Description and Timelines
- Schedule “D” - Program Guidelines
- Schedule “E” - Reporting
- Schedule “F” - Payment Plan
- Schedule “G” - Personal Information Sharing Provisions

any amending agreement entered into as provided for below, constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”, and

- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A to the extent of the inconsistency.

3.0 COUNTERPARTS

- 3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

- 4.1 Subject to the remainder of this section, the Agreement may only be amended by a written agreement duly executed by MHO and the Service Manager. MHO may amend the Program Guidelines from time to time by Notice to the Service Manager. If an amendment is to be made to Schedule “G” or is one that would affect MOF’s role or responsibilities under this Agreement, the amendment may only be made by a written amendment of MHO, MOF and the Service Manager, signed by persons occupying the positions of the signatories to the Agreement.

5.0 ACKNOWLEDGEMENT

- 5.1 The Service Manager:

- (a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) agrees to be bound by the terms and conditions contained in the entire Agreement.

- 5.2 The Parties acknowledge that MHO and MOF have executed a Memorandum of Understanding under which MOF has agreed to provide services to assist MHO with the administration of the Program.

- 5.3 The Parties further acknowledge that it is not the responsibility of MOF to respond to Program enquiries and complaints from, including but not limited to, individuals, MPPs, municipal councillors, Office of the Ombudsman, the Human Rights Commission, and in respect of any of any action, suit, prosecution or other legal proceedings related to the Program. In the case where the inquiry or complaint is received by MOF, it will be forwarded by MOF to the respective signatories for MHO and the SM as set out below.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Housing	
Name:	
Title:	
Date:	

THE CORPORATION OF THE CITY OF LONDON	
Name:	
Title:	
Date:	
Name:	
Title:	
Date:	

The Ministry of Finance agrees to and is bound by only the terms and conditions under Schedule "G" – Personal Information Sharing Provisions.

MINISTRY OF FINANCE	
Name:	
Title:	
Date:	