

File No.: 04-1000-20-2018-613

February 13, 2019

s.22(1)

Dear s.22(1)

Re: **Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")**

I am responding to your request of November 23, 2018 for:

A copy of an agreement or agreements (collectively, the "Construction Agreements") with Horizon North Camp and Catering Partnership ("Horizon North") outlined in the following staff report:
<https://council.vancouver.ca/20171004/documents/pspc2.pdf>

*Additional responsive records are attached relating to your request.

Please note: as per our letter on February 11, 2019, *this is a phased release (part two of two).

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number (#04-1000-20-2018-613); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,



Barbara J. Van Fraassen, BA
Director, Access to Information & Privacy

Barbara.vanfraassen@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4

*If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. Or you can call the FOI Case Manager at 604.871.6584.

Encl.

:ma

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT dated for reference the 4th day of October, 2017,

BETWEEN:

VANCOUVER AFFORDABLE HOUSING AGENCY LTD.
453 West 12th Ave.
Vancouver, British Columbia
V5Y 1V4

(the "Assignor")

AND:

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION
1701-4555 Kingsway
Burnaby, British Columbia
V5H 4V8

(the "Assignee")

WHEREAS:

- A. The Assignor has entered into a Services Agreement for certain development consulting and design services in relation to the Housing First – Temporary Modular Housing Strategy dated August 17, 2017, which is attached hereto as Schedule A (the "Services Agreement"); and
- B. The Assignor wishes to assign all of its rights and obligations in, to and under the Services Agreement to the Assignee, and the Assignee wishes to assume from the Assignor all of such rights and obligations of the Assignor in, to and under the Services Agreement.

NOW THEREFORE in consideration of the mutual covenants and premises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement covenant and agree as follows:

1. **Effective Date.** The parties agree that the Effective Date shall be the date first written above.
2. **Assignment.** The Assignor hereby grants, transfers, assigns and sets over unto the Assignee as of the Effective Date all the rights, title, benefits, privileges and interest of the Assignor in, to and under the Services Agreement, including without limitation the benefits of all of the rights, covenants, representations, warranties and other agreements contained in the Services Agreement.
3. **Assumption.** The Assignee hereby: (a) assumes, accepts and agrees to be bound by the Services Agreement and all obligations to be performed by the Assignor thereunder from and after the Effective Date; and (b) covenants and agrees with the Assignor that the Assignee will observe and perform all the duties, covenants, agreements, representations, warranties, indemnities and other

obligations of the Assignor under or in relation to the Services Agreement from and after the Effective Date.

4. **Further Assurances.** Each of the parties shall at all times hereafter execute and deliver, at the request of another party, all such further documents and instruments and shall do and perform all such further acts as may be reasonably required by that other party to give full effect to the intent and meaning of this Agreement.

5. **Enurement.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6. **Assignment.** No party may assign any right, benefit or interest in this Agreement without the written consent of the other party.

7. **Governing Law.** This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of British Columbia and the federal laws of Canada applicable therein and the parties hereby attorn to the jurisdiction of the courts of the Province of British Columbia.

8. **Amendment.** This Agreement may not be amended except by written agreement between the parties hereto.

9. **Severability.** If any term or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, either party may seek the direction of the court to determine the impact of such in validity or unenforceability on the remainder of the Agreement based on the principles of common law and equity.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered (by facsimile, e-mail or otherwise) will be deemed to be an original, and all of which together will constitute one and the same document.

IN WITNESS WHEREOF the parties have executed this Assignment and Assumption Agreement as of the date first written above.

VANCOUVER AFFORDABLE HOUSING AGENCY LTD.



Signature

Luke Harrison CEO

Print Name and Title

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION



Signature

James Forsyth,
Director Regional Development

Print Name and Title

**SCHEDULE A
SERVICES AGREEMENT**

See attached.