

File No.: 04-1000-20-2018-029

March 15, 2018

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 January 16, 2018 for:

Records relating to EasyPark for the 2615 Cambie Street Parking Lot (Lot Code 2540) used for City of Vancouver employees:

- The contract or any signed agreement with EasyPark;
- Any records of complaints lodged with the City regarding EasyPark tickets/violations at this lot; and
- Any parking violation summary/records provided to the City of Vancouver by EasyPark for this lot.

Date Range: January 1, 2017 to December 31, 2017

All responsive records are attached.

Please note that City of Vancouver Parking Enforcement does not issue violations in EasyPark lots, and therefore does not have any records responsive to your request. Additionally, the City has not received any complaints regarding the EasyPark lot at the specified location.

Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 business days from the date you receive this notice to request a review by writing to: Office of the Information & Privacy Commissioner, [info@oipc.bc.ca](mailto: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 assigned to your request (#04-1000-20-2018-029); 2) a copy of this letter; 3) a copy of your original request for information sent to the City of Vancouver; and 4) detailed reasons or grounds on which you are seeking the review.

Please do not hesitate to contact the Freedom of Information Office at [foi@vancouver.ca](mailto:foi@vancouver.ca) if you have any questions.

Yours truly,



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

*Barbara.vanfraassen@vancouver.ca*  
*453 W. 12th Avenue Vancouver BC V5Y 1V4*  
*Phone: 604 . 873.7999*  
*Fax: 604.873.7419*

Encl.

:kt



## LAW DEPARTMENT

File No.: LS-17-01183

VIA INTEROFFICE MAIL

**MEMORANDUM**

December 12, 2017

TO: Janice MacKenzie, City Clerk

CC: Eleena Marley, Manager - Strategic Business Relationships (*w/o enclosure*)

FROM: Duncan Finley, Solicitor, Legal Services

RE: Capital Maintenance Letter Agreement - Parking Corporation of Vancouver dba EasyPark

Attached please find document for filing:

<b>TYPE OF AGREEMENT</b>	One (1) originally signed Capital Maintenance Letter Agreement
<b>DATE OF AGREEMENT</b>  (If this date is execution date and there is more than one date, use the latest date as the date of the agreement)	September 28, 2017
<b>PARTIES</b>  (complete names)	CITY OF VANCOUVER and PARKING CORPORATION OF VANCOUVER DBA EASYPARK
<b>CIVIC ADDRESS</b>  (no abbreviations - must be searchable)	N/A
<b>LEGAL DESCRIPTION</b>  (no abbreviations - must be searchable)	N/A

City of Vancouver, Law Department  
Suite 401 - 515 West 10th Avenue  
Vancouver, British Columbia V5Z 4A8 Canada  
tel: 604.873.7512 fax: 604.873.7445  
website: vancouver.ca



<b>EXPIRY DATE</b>  (indicate "N/A" if there is no expiry date)	N/A
<b>RETENTION DATE</b>  (if there is an expiry date, fill in the date that the City clerk may send this document to Records - usually one year after expiry date)	N/A
<b>REMINDER DATE</b>  (if there are no expiry/retention dates. THIS MUST BE FILLED IN - the lawyer can help to determine when this agreement could possibly be sent to Records - City Clerk's will use this date to remind us to review the agreement to determine whether it can be sent to Records)	September 28, 2027
<b>WHO TO NOTIFY</b> (this may be more than one person)  [make sure you indicate the person's name, department (including division) and telephone number]	Duncan Finley, Solicitor Legal Services 604-873-7692  Eleena Marley, Manager - Strategic Business Relationships Business Planning and Project Support 604-673-8223
<b>FILE NUMBER</b> (Law Department file number)	LS-17-01183




---

Duncan Finley  
Phone: 604-873-7692

/my  
Attachment

CITY CLERK RECEIPT 1186 1706018

September 28, 2017

Parking Corporation of Vancouver dba EasyPark  
700 West Pender St.  
Vancouver, B.C.  
V6C 1G8  
Attention: Nigel Bullers

Dear Mr. Bullers:

Re: Capital Maintenance of Certain City of Vancouver-Owned Parking Facilities

The purpose of this letter agreement (the "**Letter Agreement**") is to amend the Management Agreement that the City of Vancouver (the "**City**") and the Parking Corporation of Vancouver doing business as EasyPark ("**EasyPark**") entered into on December 17, 1998 with respect to the management and operation of parking facilities owned or leased by the City in Vancouver, B.C. (the "**Agreement**"). Under the Agreement, EasyPark is an independent contractor who the City has contracted with to repair and maintain the Parking Facilities (as that term is defined in the Agreement) throughout the Term. The City and EasyPark wish to amend the Agreement by assigning certain capital repair and maintenance responsibilities to each of the City and EasyPark for those of the Parking Facilities listed in Exhibit A to this Letter Agreement (the "**Letter Agreement Parking Facilities**") from the date of this Letter Agreement until the termination or expiration of the Agreement.

If EasyPark agrees with the terms and conditions of this Letter Agreement, please have a duly authorized representative execute this Letter Agreement and return one copy to the City. Once this Letter Agreement is executed by EasyPark and delivered to the City, it will constitute a legally binding amendment of the Agreement.

### **1. Capital Maintenance**

With respect to the Letter Agreement Parking Facilities, from the date of this Letter Agreement until the expiry or termination of the Agreement, the City and EasyPark will each be responsible for performing and paying for those capital repair and maintenance items that their names are listed next to in the table in Exhibit B to this Letter Agreement. The City and the EasyPark acknowledge and agree that the City may, in its sole discretion, amend the list of Letter Agreement Parking Facilities at any time while the Agreement is in effect by providing the EasyPark with thirty (30) days' written notice.

### **2. Reporting**

On or before every August 1 that the Agreement is in effect, EasyPark will, in concert with the Real Estate and Facilities Management and Finance, Risk and Supply Chain Management departments of the City, prepare and deliver to the City a draft maintenance plan for the Letter Agreement Parking Facilities (the "**Letter Agreement Parking Facilities Maintenance Plan**" or "**LAPFMP**"). EasyPark will ensure that the LAPFMP itemizes all projected capital maintenance and repair projects and associated budgets. No more than thirty (30) days after the City's receipt of the LAPFMP, the City will provide EasyPark with

comments on the LAPFMP and approval of the Capital Costs associated with the LAPFMP conditional upon EasyPark incorporating the City's comments into the LAPFMP.

### 3. Parties to the Agreement

The City and EasyPark agree to amend the Agreement by deleting all references to "VPC" in the Agreement and replacing them with "EasyPark".

### 4. Defined Terms

Unless otherwise defined in this Letter Agreement, capitalized terms used in this Letter Agreement will have the meanings ascribed to those terms in the Agreement.

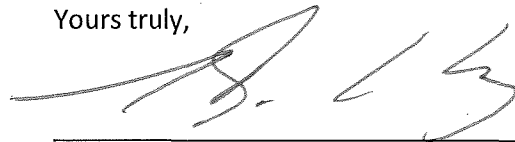
### 5. Ratification of Terms

The City and EasyPark hereby ratify the terms and conditions of the Agreement, except as varied in this Letter Agreement, and agree that except as amended by this Letter Agreement, the Agreement will continue in full force and effect until it expires or is terminated. For clarity, the City and EasyPark acknowledge and agree that EasyPark will continue to carry out the Services for all of the Parking Facilities that are not Letter Agreement Parking Facilities. The City and EasyPark acknowledge and agree that if there is an inconsistency or conflict between the Agreement and this Letter Agreement, the wording from this Letter Agreement will prevail and the wording in the Agreement will no longer be in effect.

### 6. Counterparts

This Letter Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Letter Agreement by signing any counterpart. Delivery of an executed signature page to this Letter Agreement by either party by electronic transmission will be as effective as delivery of a manually executed copy of this Letter Agreement by that party.

Yours truly,



---

**Jerry W. Dobrovolny, P.Eng., MBA**  
**General Manager of Engineering Services**  
**City of Vancouver**

On behalf of the Parking Corporation of Vancouver dba EasyPark, I agree to the above terms and conditions.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

comments on the LAPFMP and approval of the Capital Costs associated with the LAPFMP conditional upon EasyPark incorporating the City's comments into the LAPFMP.

**3. Parties to the Agreement**

The City and EasyPark agree to amend the Agreement by deleting all references to "VPC" in the Agreement and replacing them with "EasyPark".

**4. Defined Terms**

Unless otherwise defined in this Letter Agreement, capitalized terms used in this Letter Agreement will have the meanings ascribed to those terms in the Agreement.

**5. Ratification of Terms**

The City and EasyPark hereby ratify the terms and conditions of the Agreement, except as varied in this Letter Agreement, and agree that except as amended by this Letter Agreement, the Agreement will continue in full force and effect until it expires or is terminated. For clarity, the City and EasyPark acknowledge and agree that EasyPark will continue to carry out the Services for all of the Parking Facilities that are not Letter Agreement Parking Facilities. The City and EasyPark acknowledge and agree that if there is an inconsistency or conflict between the Agreement and this Letter Agreement, the wording from this Letter Agreement will prevail and the wording in the Agreement will no longer be in effect.

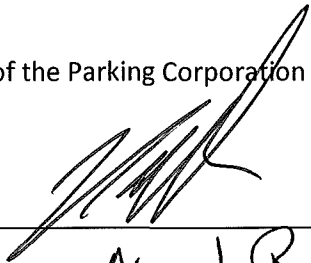
**6. Counterparts**

This Letter Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Letter Agreement by signing any counterpart. Delivery of an executed signature page to this Letter Agreement by either party by electronic transmission will be as effective as delivery of a manually executed copy of this Letter Agreement by that party.

Yours truly,

\_\_\_\_\_  
**Jerry Dobrovolny**  
**General Manager of Engineering Services**  
**City of Vancouver**

On behalf of the Parking Corporation of Vancouver dba EasyPark, I agree to the above terms and conditions.

Signed:   
Name: Nigel Bullers  
Title: CEO

Date: October 12th 2017

**EXHIBIT A**

<b>No.</b>	<b>Operator Lot No.</b>	<b>Civic Address</b>
1	EP-2	150 W PENDER ST, VANCOUVER, BC, V6B 1R8
2	EP-3	535 RICHARDS ST, VANCOUVER, BC, V6B 2Z5
3	EP-4	107 E CORDOVA ST, VANCOUVER, BC, V6A 1K9
4	EP-7	180 KEEFER ST, VANCOUVER, BC, V6A 1X4 (China Town)
5	EP-8	65 WEST CORDOVA ST, VANCOUVER, BC, V6B 8P6
6	EP-18	1067 SEYMOUR ST, VANCOUVER, BC, V6B 3M6
7	EP-19	900 W CORDOVA ST, VANCOUVER, BC, V6C 1B6
8	EP-22	1180 MAINLAND ST, VANCOUVER, BC, V6B 6J7
9	EP-27	775 HAMILTON ST, VANCOUVER, BC, V6B 6A1 (Library Square)
10	EP-31	Gastown - 160 Water
11	EP-42	201 ALVIN NAROD MEWS, VANCOUVER, BC, V6B 6J7
12	EP-43	1201 W GEORGIA ST, VANCOUVER, BC, V6E 3J5
13	EP-54	1095 W WATERFRONT RD, VANCOUVER, BC, V6E 2J3
14	EP-55	909 MAINLAND ST, VANCOUVER, BC, V6B 1S3
15	EP-58	2615 CAMBIE ST, VANCOUVER, BC, V5Z 4K2
16	EP-61	#1 KINGSWAY, VANCOUVER, BC, V5T 3H7



**EXHIBIT B**

For the purposes of the table in this Exhibit B, the City will be identified by “CoV” and EasyPark will be identified by “EP”.

For the following table, the items listed in the “Description” column state the various capital maintenance and repair items that must be performed at the Letter Agreement Parking Facilities. Where the City or EasyPark is listed as the “Party to Perform the Work” for a given capital maintenance and repair item, the City or EasyPark will be responsible for planning, managing, and performing the work associated with that capital maintenance and repair item at each of the Letter Agreement Parking Facilities. Where the City or EasyPark is listed as the “Party Responsible to Pay for Work” for a given capital maintenance and repair item, the City or EasyPark will be responsible for paying for the work associated with planning, managing, and performing that capital maintenance and repair item at each of the Letter Agreement Parking Facilities. Where EasyPark is listed as the “Party Responsible to Pay for Work”, EasyPark will include all associated costs for those capital maintenance and repair items at each of the Letter Agreement Parking Facilities in the Budget.

Where the “Party to Perform the Work” or the “Party Responsible to Pay for Work” for a given capital maintenance and repair item is listed as “CoV/EP”, it means that the City will determine, in its sole discretion, whether the work is expected to cost \$20,000 or more to perform or whether two or more building systems will be involved in performing the work. If the work is expected to cost less than \$20,000 to perform and only one building system will be involved in performing the work, then EasyPark will perform and pay for the work associated with that given capital maintenance and repair item. If the work is expected to cost more than \$20,000 to perform or two or more building systems are involved in performing the work, then the City will determine, in its sole discretion, whether the City or EasyPark will perform and pay for the work associated with that given capital maintenance and repair item. In doing so, the City may consider each of the City’s and EasyPark’s previous experience and available qualified resources to plan, manage, and perform the work within a specified time frame and budget.

The City and EasyPark will have the following responsibilities with respect to capital maintenance and repair of the Letter Agreement Parking Facilities:

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
1.1	<b>Heating, Ventilation and Air Conditioning</b>		
a	- annual inspection	EP	EP
b	-routine/preventive maintenance and repairs including hot water heating/cooling systems	EP	EP
c	- provision & replacement of filter material	EP	EP
d	- cleaning of ducts	EP	EP

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
e	- minor replacement including hot water heating/cooling systems	EP	EP
f	- life cycle replacement (capital maintenance) including hot water heating/cooling systems	CoV/EP	CoV/EP
<b>2.1</b>	<b>Plumbing Systems</b>		
a	-preventive maintenance and repairs to domestic hot and cold water systems	EP	EP
b	- minor replacement of domestic hot and cold water systems	EP	EP
c	- repairs to all fixtures including faucets, unplugging toilets and all other routine repairs	EP	EP
d	- life cycle replacement of domestic hot and cold water systems, fixtures and piping	CoV	CoV
<b>3.1</b>	<b>Mechanical Systems (including elevators)</b>		
a	- preventive maintenance and repairs	EP	EP
b	- life cycle replacement	CoV	CoV
c	- installation, maintenance and replacement of additional equipment provided and installed by the operator	N/A	N/A
<b>4.1</b>	<b>Fire Protection &amp; Suppression</b>		
a	- monthly inspection of fire extinguishers and smoke detectors within the premises	EP	EP
b	- annual inspection of fire extinguishers and smoke detectors within the premises	EP	EP

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
c	- repairs/recharging /life cycle replacement of fire extinguishers within premises	EP	EP
d	- annual inspection, maintenance and repairs of the fire alarm system	EP	EP
e	- life cycle replacement of the fire alarm system	CoV	CoV
f	- annual inspection, maintenance and repair of fire sprinkler system	EP	EP
g	- life cycle replacement of the fire protection sprinkler system	CoV	CoV
<b>5.1</b>	<b>Security Systems</b>		
a	- system monitoring, inspection, maintenance and repair	EP	EP
b	- life cycle replacement	EP	EP
c	- repair, replacement, re-keying of all locks	EP	EP
<b>6.1</b>	<b>Electrical Distribution Systems</b>		
a	- repairs and upgrades required by Code	CoV/EP	CoV/EP
b	- inspection, maintenance and repair of wiring, breakers and electrical panels	EP	EP
c	-study/audit of electrical distribution systems including energy audit	EP	EP
d	- life cycle replacement of wiring, breakers, electrical panels, high-voltage transformers, high-voltage switch gear and sub-stations	CoV/EP	CoV/EP

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
e	- repair or replacement of switches, receptacles, cover plates	EP	EP
f	-maintenance and repair of auxiliary power generating systems	EP	EP
g	-replacement of auxiliary power generating systems	CoV	CoV
h	- additions, enhancements to meet operator program needs, including ongoing maintenance	EP	EP
<b>7.1</b>	<b>Lighting Systems</b>		
a	- bulb/tube replacement for interior lighting	EP	EP
b	- annual inspection and maintenance of interior emergency/exit lighting	EP	EP
c	- interior lighting ballast replacement	EP	EP
d	- cleaning of interior light fixtures	EP	EP
e	- life cycle replacement of interior light fixtures and emergency /exit lighting	EP	EP
f	- maintenance and repair of exterior lighting	EP	EP
g	- life cycle replacement of exterior lighting	CoV/EP	CoV/EP
h	- provision, maintenance, repair and replacement of portable lighting fixtures	EP	EP
<b>8.1</b>	<b>Interior Windows</b>		
a	- breakage and routine repair	EP	EP

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
b	- cleaning	EP	EP
c	- replacement due to normal wear and tear	EP	EP
<b>8.2</b>	<b>Exterior Windows</b>		
a	- breakage and routine repair	EP	EP
b	- cleaning	EP	EP
c	- life cycle replacement	EP	EP
<b>8.3</b>	<b>Interior Doors</b>		
a	- maintenance and repair, including hardware	EP	EP
b	- life cycle replacement, including hardware	EP	EP
<b>8.4</b>	<b>Exterior Doors</b>		
a	- maintenance and repair, including hardware	EP	EP
b	- life cycle replacement, including hardware	EP	EP
<b>9.1</b>	<b>Interior Surfaces</b>		
a	- interior life cycle repainting	EP	EP
b	- provision of, maintenance and cleaning of window applications including, but not limited to blinds and curtains	EP	EP
c	- repairs to interior walls and ceilings, including minor painting	EP	EP

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
d	- life cycle replacement of ceiling tiles	EP	EP
e	- interior repairs excluding furniture, fittings and equipment due to building system failures such as roof leaks, exterior walls and foundation leaks not caused by the operator or operations	EP	EP
f	- maintenance and repairs of floor coverings, including carpet and tile	EP	EP
g	- life cycle replacement of floor coverings	EP	EP
h	- maintenance, repair, and replacement of millwork	EP	EP
<b>10.1</b>	<b>Major Structural Systems</b>		
a	- maintenance and repairs of foundations, flooring sub-structure, building envelope including bearing walls and roofing due to damage not related to the operator	EP	EP
b	- replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing due to damage not related to the tenancy	CoV	CoV
c	- repairs and painting of exterior surfaces including windows, trim, fascia and soffits	EP	EP
d	- cleaning of eaves troughs and gutters	EP	EP
e	- cleaning of roof drains and roof areas	EP	EP
f	- traffic membranes/coating - minor repairs and/or patching	EP	EP
g	- traffic membranes/coating with major repairs & replacement of structural slab	CoV	CoV
<b>11.1</b>	<b>Site Services and Infrastructure</b>		
a	- landscaping repairs and maintenance	EP	EP

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
b	- grass cutting	EP	EP
c	- general cleaning of grounds, litter disposal	EP	EP
d	- snow and ice removal from steps, walkways, entrances including provision of de-icing materials	EP	EP
e	- removal of snow and ice from entrance to parking areas	EP	EP
f	- removal of snow and ice from roof areas	EP	EP
g	- repairs and life cycle replacement of water and sewage systems (beyond the building perimeter), unless deemed to be caused by the operator	CoV	CoV
h	- maintenance, repair and replacement of gates and fences	EP	EP
i	- maintenance and repair of external walkways, steps	EP	EP
j	-replacement of external walkways, steps	EP	EP
k	-graffiti removal	EP	EP
l	- maintenance and repair of retaining walls	EP	EP
m	-life cycle replacement of retaining walls	CoV	CoV
n	- maintenance and repair/patching of parking lots and roadways (non-structural)	EP	EP
o	- major repairs and life cycle replacement of parking lots and roadways	CoV	CoV

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
<b>12.1</b>	<b>Signage</b>		
a	- maintenance, repair and replacement of interior building and wayfinding signage (subject to prior approval of CoV)	EP	EP
b	- maintenance, repair and replacement of exterior permanent and temporary signage (subject to prior approval of CoV)	EP	EP
<b>13.1</b>	<b>Janitorial Services</b>		
a	- routine janitorial/custodial services	EP	EP
b	- pest control services	EP	EP
c	- provision of all washroom supplies	EP	EP
d	- garbage and recycling services	EP	EP
<b>14.1</b>	<b>Appliances, Program and Other Non-Installed Equipment</b>		
a	- inspection, maintenance and repair of all non-building equipment including stoves, refrigerators, microwaves, coolers, free standing cabinets, track lighting	EP	EP
b	- replacement of all appliances, program and non-installed equipment	EP	EP
c	- maintenance, repair and replacement of furniture	EP	EP
<b>15.1</b>	<b>Utilities</b>		
a	- electricity	EP	EP
b	- gas	EP	EP



Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
c	- water and sewer	EP	EP
d	- life cycle replacement of electricity, gas, and water and sewer infrastructure	CoV	CoV
e	- energy audit of utility systems	CoV	CoV
f	-telecom/data infrastructure (subject to prior approval by CoV)	EP	EP
<b>16.1</b>	<b>Business Operations</b>		
a	- staff costs	EP	EP
b	- telephone, internet & cable services	EP	EP
c	- insurance (CGL, business interruption, contents, etc.)	EP	EP
d	- building insurance	EP	EP
e	- supplies and equipment including business related systems such as IT.	EP	EP
f	- security services	EP	EP