

File No.: 04-1000-20-2018-332

September 25, 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 June 13, 2018 for:

Copy of the most recent contract between EasyPark and the Vancouver Park Board to manage pay parking.

All responsive records are attached.

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 (#04-1000-20-2018-332); 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

OPERATING AGREEMENT

THIS AGREEMENT made as of the 1st day of May, 2011

BETWEEN:

**CITY OF VANCOUVER, as represented by its
BOARD OF PARKS AND RECREATION, with offices at
2099 Beach Avenue
Vancouver, British Columbia
V6G 1Z4**

(the "Park Board")

AND:

**PARKING CORPORATION OF VANCOUVER
209-700 West Pender Street
Vancouver, British Columbia V6C 1G8**

(the "Operator")

BACKGROUND:

- A. The Park Board issued Request for Proposal P2010-22 for Parking Management Services on October 5, 2010 (the "RFP");
- B. The Operator is a company experienced in the operation of parking facilities in the City of Vancouver and submitted a proposal to the Park Board in response to the RFP;
- C. The Operator and the City of Vancouver entered into a Management Agreement dated December 17, 1998, a copy of which is attached hereto as Appendix 1 (the "**Management Agreement**"), pursuant to which the Operator agreed to manage and operate certain City of Vancouver -owned parking facilities on behalf of the City of Vancouver;
- D. The Park Board and the Operator have agreed that the Operator will manage and operate the Parking Facilities for the Park Board on the terms and conditions set out in this Agreement and in a manner generally consistent with the terms and conditions of the Management Agreement.

AGREEMENT:

FOR GOOD AND VALUABLE CONSIDERATION AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT, THE PARK BOARD AND THE OPERATOR AGREE AS FOLLOWS:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement:

- (a) **“City”** means the City of Vancouver whose powers, for the purposes of this Agreement and delegated to the General Manager of Engineering as the chief administrator from time to time of the Engineering Services Group and his or her delegates or successors in title or function for the budgeting, operation, administration and enforcement of individual and groups of parking lots, and the General Manager of the Financial Services Group as the chief administrator from time to time of the Financial Services Group and his or her delegates or successors in title or function, for budgeting, financial reporting and risk management;
- (b) **“Extra-Municipal Parking Facilities”** has the same meaning given to such term in section 1.1.10 of the Management Agreement;
- (c) **“Gross Revenue”** means the Parking Fees collected by the Operator (excluding HST and any other tax, levy or fees established by any governmental authority thereon and any credit card fees), but does not include any Parking Violation Fees received by the Operator;
- (d) **“Management Fee”** means that percentage of Gross Revenue payable to the Operator as a fee for services performed as set out in Article 5 of this Agreement;
- (e) **“New Equipment”** means new equipment meeting the standards and requirements set out in Schedule B or such standards and requirements as otherwise approved by the Park Board;
- (f) **“Parking Facilities”** means those Extra-Municipal Parking Facilities consisting of the pay parking lots, pay parking spaces, ramps and circulation lanes, vehicular entrances and exits, pedestrian access routes to and from adjacent streets, and any improvements located on the parking lots or adjacent to the parking lots which are used in the management or operation of those parking lots owned or leased by the City of Vancouver and managed by the Park Board which are located in the City of Vancouver and listed in Schedule A of this Agreement, provided that the Park Board may add or delete part or all of any pay parking lot owned or leased by the City of Vancouver and managed by the Park Board during the Term, by giving 30 days advance notice in writing to the Operator;
- (g) **“Parking Fee”** means a fee payable by a person parking a motor vehicle in a Parking Facility, including a fee payable for a parking pass under any vehicle pay parking system, including a bus pay parking system, which fee will be as set out in Schedule C, as amended by the Park Board from time to time;
- (h) **“Parking Violation Fee”** means a fee payable by a person issued a Parking Violation Notice for parking a motor vehicle in a Parking Facility in violation of the posted rules, which fee will be approved by the Park Board and set out in Schedule D, as may be amended by the Park Board from time to time;
- (i) **“Parking Violation Notice”** means a notice, as approved by the Park Board, for a parking violation, issued by the Operator to a person parking a motor vehicle in a Parking Facility in violation of the parking rules approved by the Park Board;
- (j) **“Pay Station”** includes a pay station dispenser, pay station dispenser post, parking meter, parking meter post, pay station signage and any related equipment;
- (k) **“Proposal”** means the proposal submitted by the Operator in response to the RFP;
- (l) **“Representative”** means the Park Board’s Director of Stanley District or his/her nominee;

- (m) **“Revenue Report”** means a report that meets the requirements set out in Schedule F and includes:
 - (i) a statement, duly certified by a Certified General Accountant, a Chartered Accountant or another person with a professional designation acceptable to the Park Board, showing the total revenue collected by the Operator in the operation of the Parking Facilities for the reporting period; and
 - (ii) a statement showing the balance of the Gross Revenue for the reporting period after deducting the Management Fee,
- (n) **“Revenue Summary”** means a summary of revenue that meets the requirements set out in Schedule F;
- (o) **“Sign”** means a sign required for the proper and efficient operation of the Parking Facilities which meets the requirements set out by the Park Board as further described in Schedule J of this Agreement;
- (p) **“Specific Conditions”** means the specific conditions for pay parking operations at the Parking Facilities included in the RFP;
- (q) **“Term”** means the five (5) period commencing on May 1, 2011 and expiring on April 30, 2016;
- (r) **“Waste”** has the meaning given to it in the *Environmental Management Act*, S.B.C. 2003, c. 53, as amended or substituted from time to time, but if the *Environmental Management Act* is repealed, "Waste" has the meaning given to it on the day immediately preceding the repeal of that Act or if that Act is amended so that the term "Waste" is no longer used in it, then "Waste" has the same meaning as the term which replaces it in that Act.

1.2 Interpretation

The following provisions will apply to this Agreement:

- (a) sections and headings are for convenient reference and are not to affect the meaning of the provisions;
- (b) use of the singular or masculine includes the plural, feminine or body corporate and vice versa;
- (c) the laws of British Columbia are to govern its interpretation and enforcement;
- (d) waiver of a default by the Operator or failure or delay by the Park Board in exercising a right or remedy does not mean that the Park Board waives any other default or that the Park Board has waived its right to exercise such right or remedy; and
- (e) no amendment is to have any force or effect unless the Park Board and the Operator have signed it.

1.3 This Agreement contains and incorporated the following schedules and appendices, whether or not attached to this Agreement:

- (a) Schedule A - Parking Facilities, Identifying Location of Pay Stations and Parking Stalls;
- (b) Schedule B - New Equipment to be Provided by Operator;

- (c) Schedule C - Pay Parking Rates and Hours of Operation;
- (d) Schedule D - Parking Violation Fees;
- (e) Schedule E - Hours of Operation and Pay Parking Facilities' Access Barriers;
- (f) Schedule F - Requirements for Revenue Reports;
- (g) Schedule G - Standards for Field Services;
- (h) Schedule H - Standards for Consumer Services/Dispute Resolution;
- (i) Schedule I - Times and Methods for Collection of Cash;
- (j) Schedule J - Signage Requirements - Pay Station Posts & Canopies
- (k) Appendix 1 - Management Agreement; and
- (l) Appendix 2 - Proposal.

ARTICLE 2 TERM OF AGREEMENT

2.1 Term

The Operator will operate the Parking Facilities for the parking of motor vehicles in accordance with the terms and conditions of this Agreement and in a manner generally consistent with the Management Agreement for the duration of the Term, subject to early termination in accordance with Section 5.2(b).

2.2 Extension

The Park Board will have the option, after negotiation with the Operator, to extend this Agreement for one extension term of up to five (5) years.

ARTICLE 3 MANAGEMENT AND OPERATION OF THE PARKING FACILITIES

3.1 Operation of Parking Facilities Generally

The Operator will operate the Parking Facilities only for the parking of motor vehicles, and in a neat, clean, proper and efficient manner, and to the reasonable satisfaction of the Park Board and in a manner generally consistent with this Agreement, the Proposal and the Management Agreement; in particular, the Operator will:

- (a) operate each Parking Facility and make each Parking Facility accessible and available for use by the public during the hours and on the days set out in Schedule E, as amended by the Park Board from time to time, and at no other time;
- (b) open and close Parking Facilities which have locked access barriers at the times set out in Schedule E, as amended by the Park Board from time to time;

- (c) train and supervise all employees engaged in the operation of the Parking Facilities and, in particular, will ensure that the standards for employees set out in Schedule G are maintained at all times;
- (d) provide customer services to the public using the Parking Facilities, including an adequate customer dispute resolution process, which are at least to the standard set out in Schedule H unless otherwise agreed to by the Park Board, provided that such services do not extend to providing security services;
- (e) provide a dedicated parking host for the bus parking area at the Totem Poles in Stanley Park and the bus parking area in Queen Elizabeth Park for a minimum of 6 hours each day from April 15 to September 30 in each year and at such additional times and locations as required by the Park Board, provided that if the Park Board requires such additional hours or locations the Park Board will reimburse the Operator its wage costs only (without overhead) for such additional services by parking hosts;
- (f) manage the sale and distribution of parking passes, as approved by the Park Board from time to time;
- (g) maintain the area surrounding a Pay Station in a clean and tidy condition at all times, provided that such maintenance does not include curb cuts and sidewalks;
- (h) between May 1st and September 30th in each year, up to twice a week deliver change to information booths, concessions and pools located near a Parking Facility in which the Pay Station is located, as requested by the Park Board from time to time;
- (i) adhere to all federal, provincial and municipal laws and by laws applicable to the operation of the Parking Facilities;
- (j) not suffer, cause or permit any damage, waste, or injury to the Parking Facilities or any part thereof;
- (k) not use or occupy or permit to be used or occupied the Parking Facilities or any part thereof for any illegal or unlawful purpose; and
- (l) not at any time cause or allow any Waste to be generated, created, used, stored, treated, transferred, transported or disposed of on the Parking Facilities except as is reasonably directly related to the use of the Parking Facilities as permitted by this Agreement and take all necessary precautions so as to ensure the Parking Facilities do not, and are not likely, to become contaminated.

3.2 Parking Fees

The Operator will charge and collect a Parking Fee from all persons parking their motor vehicles in a Parking Facility, except as set out in Section 3.2(c), and the Operator will:

- (a) ensure that all tickets provided as evidence of payment of a Parking Fee indicate the location, Pay Station number, date, time of purchase, amount paid, expiry time and that the Operator is authorized by the Park Board to manage the Parking Facility;
- (b) obtain the prior written approval of the Park Board for any advertisement placed on any ticket provided as evidence of payment of a Parking Fee, which approval may be subject to an agreement between the Park Board and the Operator with respect to the sharing of revenue from any such advertisement;

- (c) provide to the Park Board, without charge, parking passes for Park Board and City staff, volunteers and others, as approved by the Park Board, parking in a Parking Facility, as required by the Park Board from time to time; and
- (d) deposit in a timely manner, as further set out in Schedule I, all Parking Fees collected or received by the Operator in a separate trust account, in trust for the Park Board, with a Schedule I - Canada *Bank Act* chartered bank located in the City of Vancouver.

3.3 Cash from Pay Stations

The Operator will collect all cash deposited at a Pay Station at the times and in the manner set out in Schedule I of this Agreement and will secure all Pay Stations when not in operation, as directed by the Park Board from time to time.

ARTICLE 4 ACCOUNTING AND REPORTING

4.1 Revenue Summary and Revenue Report

The Operator will promptly account to the Park Board for all revenue collected with respect to the Parking Facilities and will deliver the Gross Revenue, after deduction of the Management Fee, together with the required reports to the Park Board as follows:

- (a) no later than Friday of each week, a Revenue Summary for the previous week;
- (b) on or before the 15th day of each month, a Revenue Report for the previous month;
- (c) for the months of July and August, in addition to the Revenue Report required by Section 4.1(b), no later than 7 days following the end of each 2 week period, a brief report satisfactory to the Park Board together with the balance of the Gross Revenue for such 2 week period less the Management Fee for such 2 week period;
- (d) within 15 days of the date of the expiry or termination of this Agreement, a Revenue Report for the period between the most recently submitted Revenue Report and the date of expiry or termination; and
- (e) such other report for such other periods as the Park Board and the Operator agree on from time to time.

4.2 Failure to Remit Revenue Report

If the Operator fails to remit to the Park Board the amounts due and payable pursuant to this Article 4 by the required date, then:

- (a) the Operator will pay to the Park Board, in addition to the amount due and payable, interest thereon at the rate of 3% per annum above the prime lending rate of the main branch of the Bank of Montreal in the City of Vancouver from the date such amounts become due and payable until paid to the Park Board; and
- (b) if by reason of any mechanical breakdown, illness, Acts of God or other similar circumstances beyond the reasonable control of the Operator (excluding financing, labour and market conditions) and not avoidable by the exercise of reasonable effort and foresight by the Operator, the Operator is prevented or delayed in completing or performing any of its responsibilities or obligations under this Article 4 within the time

required to do so, the time within which the responsibilities or obligations were to have been completed or performed will be extended by the Park Board by a reasonable period of time at least equal to that of such prevention or delay and the Operator will not be deemed to be in default if it completes or performs the responsibilities or obligations within such extended period of time. If the parties cannot agree upon any extension of time under this Section 4.2(b), either party may refer the matter to arbitration in accordance with Article 14.

4.3 Accounting Procedures and Controls

The Operator will maintain a high standard of internal accounting procedures and controls over all revenues collected by the Operator in the operation of the Parking Facilities and will ensure that all revenues collected with respect to the Parking Facilities are clearly and accurately accounted for and dispersed in accordance with the terms of this Agreement.

4.4 Audited Financial Statements

The Operator will submit to the Park Board:

- (a) audited financial statements of the Operator for each fiscal year of the Operator ending during the Term and the following will apply:
 - (i) such audited financial statements must be submitted on or before 90 days after the Operator's fiscal year end;
 - (ii) such audited financial statements must include, but will not be limited to, a Balance Sheet, a Statement of Income and Expenditures, and a Statement of Changes in Working Capital; and
 - (iii) each audit must be carried out and certified by an independent Certified General Accountant or a Chartered Accountant who is in good standing in the Province of British Columbia and is acceptable to the Park Board;
- (b) audited financial statements for the operation of the Parking Facilities for each full or partial calendar year of the Term and the following will apply:
 - (i) such audited financial statements must be submitted by April 15th in the following year and for any partial calendar year to the expiry or termination of this Agreement, within 45 days of such expiry or termination;
 - (ii) such audited financial statements must show the actual revenue collected by the Operator from the Parking Facilities for all of the reporting period;
 - (iii) each audit must be carried out by an independent Certified General Accountant or a Chartered Accountant who is in good standing in the Province of British Columbia and is acceptable to the Park Board;
 - (iv) the audit report must be unqualified and in the form recommended by the Canadian Institute of Chartered Accountants for such an engagement;
 - (v) the audit report must be supplemented by a management letter prepared by the auditor, identifying and commenting on any internal control weaknesses regarding the collection, reporting and remitting of revenue and, if no such weaknesses are identified, the audit report must be supplemented by a letter from the auditor in which this is indicated;

- (vi) the Operator will provide to the Park Board a reader card for each Pay Station, to allow for verification of revenue;
 - (vii) the Operator will retain possession of all documents pertaining to the Parking Facilities for not less than 7 years and will return records to the Park Board at its request. This obligation will survive the expiration or earlier termination of this Agreement;
 - (viii) at any time during the Term and after the expiration or earlier termination of this Agreement, the Park Board reserves the right to audit the books, records and accounts for the Parking Facilities at any reasonable time and the Operator will make available to the Park Board, at any reasonable time, all documents pertaining to the operation of the Parking Facilities, and
- (c) all audits will be carried out at the Operator's expense.

4.5 Variance

If the Operator's auditor declares the Operator to be in default by virtue of this Article 4, or if an audit by the Park Board, or its representatives, pursuant to Section 4.4(b)(viii) discloses that for a given period the expected revenue(pursuant to the reports generated by the parking equipment) is more than the actual revenue submitted then the Operator will pay to the Park Board, at the Park Board's sole discretion and immediately upon demand, the deficiency in addition to the cost of the audit and, as well, if said deficiency is three percent (3%) or more the Operator will be deemed to be in default according to the provisions of this Agreement and the Park Board, at its option, may, in addition to its other rights in this Agreement, terminate this Agreement upon seven (7) days prior written notice to the Operator.

**ARTICLE 5
MANAGEMENT FEE**

5.1 Management Fee

Except as otherwise provided in this Agreement, the Park Board will pay the Management Fee, and any harmonized sales tax thereon, to the Operator for the duties and services to be provided and performed by the Operator in accordance with this Agreement, which payment will be made as provided in Section 4.1. The percentage of Gross Revenue that will comprise the Management Fee will be as follows:

YEAR OF TERM :	PERCENTAGE OF GROSS REVENUE:
1	4%
2	4%
3	5%
4	5%
5	6%

In addition to the Management Fee, the Operator is entitled to retain the Parking Violation Fees received by the Operator pursuant to the terms of this Agreement.

5.2 Loss of Use of All or Part of a Parking Facility

If all or part of a Parking Facility is not available for use by the Operator for any period of time for any reason whatsoever, the Operator will not have a claim against the Park Board, its elected and appointed officials, officers, employees and agents for any losses, damages or expenses suffered or endured by the Operator or its employees, agents or contractors due to the loss of use of all or part of the Parking Facility, provided that if during the Term the Park Board:

- (a) enters into an agreement with any third party, other than Park Board and City of Vancouver staff, volunteers and others approved by the Park Board for parking passes for parking spaces, permitting the use by that third party of any parking spaces within a Parking Facility in return for payment of a fee to the Park Board, then the Park Board will pay to the Operator the sum calculated by multiplying the fee payable to the Park Board for such use by a percentage which is equal to the percentage used to calculate the Management Fee; and
- (b) adds or deletes any pay parking spaces which constitute part of the Parking Facilities by giving 30 days advance notice in writing to the Operator and the resulting aggregate of the pay parking spaces managed by the Operator under this Agreement falls below 2,700 pay parking spaces, then the Operator may terminate this Agreement by giving 180 days advance notice in writing to the City.

5.3 Deletion of Parking Facilities by City

Should the City provide notice to the Operator that it wishes the Operator to cease the management of one or more of the Parking Facilities pursuant to section 11.3 of the Management Agreement, the Operator will promptly advise the Park Board that it has received such notice and Schedule A of this Agreement will be revised to delete the affected Parking Facility. Upon receipt of such notice from the City, the Park Board may either enter into an operating agreement with another entity for the management of the deleted Parking Facility or terminate this Agreement without penalty on 30 days' notice to the Operator. Should the City provide notice to the Operator that it wishes the Operator to cease the management of all of the Parking Facilities pursuant to section 11.3 of the Management Agreement, this Agreement shall terminate 30 days after the notice was received by the Operator.

ARTICLE 6 PARKING VIOLATIONS

6.1 Enforcement of By laws and Posted Parking Fees

The Operator will patrol the Parking Facilities as directed by the Park Board on a regular basis to ensure compliance with City of Vancouver by laws and posted Parking Fees and will issue Parking Violation Notices and effect and supervise the lawful removal of violating vehicles only in accordance with this Article 6.

6.2 Parking Violation Notices

The Operator will be entitled to issue a Parking Violation Notice for and collect, by lawful means, a Parking Violation Fee for a parking violation in a Parking Facility and the following will apply:

- (a) a Parking Violation Notice will be issued only after granting a 15 minute grace period after a vehicle arrives in a Parking Facility or after expiration of a ticket;
- (b) the issuance of Parking Violation Notices by the Operator must not be perceived by the public to be aggressive;
- (c) both the Operator and the Park Board may cancel any Parking Violation Notice issued by the Operator for any reason whatsoever;
- (d) if the Park Board cancels any Parking Violation Notice, the Operator will not be entitled to receive compensation for such cancelled Parking Violation Notice; and
- (e) the Operator will provide to the Park Board its proposed schedule for sending unpaid Parking Violation Fees for collection and will amend such schedule as requested by the Park Board from time to time.

6.3 Towing for Parking Violations

The Operator may, at its cost, retain a towing company for the towing of vehicles for parking violations, which towing company will be entitled to charge and collect, by lawful means, a fee for the towing of a vehicle, provided that the Operator obtains the prior written approval of the Park Board with respect to:

- (a) the person or company engaged to tow a vehicle;
- (b) any fee charged for the towing of a vehicle; and
- (c) the parking violations for which a vehicle may be towed.

6.4 Vehicle Owner Information

In addition to the Parking Violation Fee, the Operator will, in the event of the non-payment of Parking Violation Fees by parking customers, be entitled to charge back to parking customers the Insurance Corporation of British Columbia's rate incurred by the Operator in obtaining vehicle owner information (including, without limitation, the vehicle owner's name and address, vehicle registration and identification numbers and similar information) from the Insurance Corporation of British Columbia (the "Vehicle Owner Information"). The Operator will not be entitled to increase such rate without the prior written consent of the Park Board.

6.5 Use of Vehicle Owner Information

The Operator:

- (a) will use the Vehicle Owner Information only for the purposes of collecting Parking Violation Fees and for no other purpose whatsoever;
- (b) will not permit the use of the Vehicle Owner Information by any third party (except employees or agents acting in the course of their employment or agency, as the case may be, with the Operator) including, without limitation, any parent or affiliate; provided, however, that upon request, the Owner will, from time to time, provide Vehicle Owner Information to the Park Board (including its agents and employees);
- (c) will, in the event that it provides the Vehicle Owner Information to the Operator's employees or the Operator's agents, take all steps necessary to ensure that such employees or agents, as the case may be, use Vehicle Owner Information strictly on the terms and conditions set out in this Agreement; and

- (d) will, without limiting the generality of the foregoing, maintain in good standing and in full force and effect during the term of this Agreement the "Access to Information Agreement" or such similar agreements as may be required by the Insurance Corporation of British Columbia regarding the use of Vehicle Owner Information and personal information generally (the "ICBC Agreement"). Additionally, the Operator will, upon the request of the Park Board from time to time, provide to the Park Board a fully executed and certified copy of the ICBC Agreement.

The obligations of the Operator set out in this Section 6.5 will survive the expiration or earlier termination of this Agreement.

ARTICLE 7 EQUIPMENT AND SUPPLIES

7.1 Operator to Provide and Maintain Equipment

The Operator will, at its cost, provide, operate, install, repair and maintain all equipment necessary for the efficient operation of the Parking Facilities and, in particular, will provide, install, repair and maintain the New Equipment required by the Specific Conditions, as confirmed in the Proposal, and as set out in Schedule B and the Operator will:

- (a) ensure that all Pay Stations meet the minimum specifications set out in Schedule B;
- (b) maintain all Pay Stations to a high standard and, in particular, will ensure that the Pay Stations meet the maintenance and repair standards set out in Schedule G;
- (c) be solely responsible for any theft or vandalism occurring to the Pay Stations and the other equipment owned by the Operator, and the Operator will not be entitled to any reimbursement from the Park Board for any losses or damages incurred by the Operator due to theft or vandalism;
- (d) repair or replace a Pay Station or any other equipment owned by the Operator within 2 hours after receipt by the Operator of notice of damage or destruction or, if such Pay Station or equipment cannot be reasonably repaired within 2 hours, within such further time or with such further alternative action to be taken by the Operator as agreed on between the Operator and the Park Board;
- (e) make regular upgrades to the Pay Stations so that the Pay Stations always meet current industry standards;
- (f) be responsible for obtaining the necessary permits required for the installation of the new Equipment; and
- (g) use all commercially reasonable efforts to ensure that the installation of the New Equipment is completed on or before **May 1, 2011**.

7.2 Operator to Provide Tickets and Other Supplies

The Operator will, at its cost, supply all tickets, stationery and other related materials required for the operation of the Parking Facilities.

7.3 Removal/Installation of Trade Fixtures and Equipment

- (a) During the Term, the Operator may remove its trade fixtures and equipment from a Parking Facility in the usual or normal course of its business, provided such trade fixtures and equipment have become excess for the Operator's purposes or the

Operator is substituting new and similar or superior trade fixtures and equipment, and provided that in each case:

- (i) such removal and installation is done at the Operator's sole expense;
 - (ii) the Operator is not in default under this Agreement; and
 - (iii) the Operator obtains the prior written approval of the Park Board;
- (b) if all or part of a Parking Facility is no longer covered by this Agreement, and at the expiration of the Term, the Operator will, at its own cost and expense, remove such of its improvements, fixtures and trade equipment as the Park Board requires to be removed; and
- (c) the Operator will, in the case of every such installation or removal either during or at the expiration of the Term, affect the same at times designated by the Park Board and promptly make good any damage caused to the Parking Facility by such installation or removal.
- (d) the trade fixtures and equipment installed by the Operator pursuant to this Agreement will remain the property of the Operator and the Operator will have the right to remove such trade fixtures and equipment on the expiration of the Term or the earlier termination of this Agreement, provided that if the Operator fails to remove such trade fixtures and equipment as required by the Park Board in accordance with Section 7.3(b) within the time frame required by the Park Board, then the Park Board may remove same and all right, title and interest in and to the trade fixtures and equipment removed by the Park Board will vest in the Park Board, free and clear of all liens, charges and encumbrances, and the Park Board may sell same to cover the cost of such removal.

7.4 Ownership of Parking Facilities

Title and ownership of all lands, buildings, structures and other like improvements and all alterations, changes, substitutions or improvements in or upon the Parking Facilities or hereafter constructed or placed in or upon the Parking Facilities during the term of this Agreement shall be and remain at all times the property of the City of Vancouver as represented by its Board of Parks and Recreation and shall not any time pass or vest in the Operator.

ARTICLE 8 SIGNS

8.1 Installation and Maintenance of Signs

The Operator will, at its cost, provide, install, repair and maintain sufficient Signs for the Parking Facilities in accordance with the requirements set out in Schedule J of this Agreement, providing at least one Sign at each Pay Station and clearly indicating all terms and conditions of parking privileges, including:

- (a) the applicable Parking Fees and Parking Violation Fees;
- (b) restricted parking times;
- (c) Parking Facility hours of operation, stating hours during which Parking Facility is closed, if applicable; and

- (d) where any vehicles towed for parking violations are located and a contact telephone number for such location;

provided that the Operator must:

- (e) purchase the posts for certain existing signs as specified in the Specific Conditions;
- (f) obtain the prior written approval of the Park Board as to the content and location of all Signs; and
- (g) clean all Signs as required, but at least once every two weeks.

ARTICLE 9 AUTHORITY OF THE OPERATOR

9.1 Authority of Operator

The Operator must not commit or otherwise obligate the Park Board or the City in any manner whatsoever, except to the extent specifically provided in this Agreement, or specifically authorized in writing by the Park Board and in particular, without limiting the generality of the foregoing, the Operator must not take any action, expend any sum, make any decision, give any consent, approval or authorization or incur any obligation with respect to any of the following matters except with the prior written approval of the Park Board:

- (a) allowing any encumbrance to charge title to any Parking Facility;
- (b) executing any lease or any other arrangement involving the rental, use or occupancy of all or part of a Parking Facility;
- (c) making any alteration to the structure, plan or partitioning of all or part of any Parking Facility or installing in any Parking Facility any plumbing, piping, wiring or heating apparatus or improvements.

9.2 Independent Contractor

For the Purposes of this Agreement, the Operator is an independent contractor and not the servant, employee or agent of the Park Board.

9.3 Compliance With Management Agreement

The Operator represents and warrants that it has complied with section 11.1 of the Management Agreement, and has the authority to enter into this Agreement with the Park Board.

ARTICLE 10 RESPONSIBILITIES OF PARK BOARD

10.1 Park Board Responsibilities

The Park Board will be responsible for and will pay for the following:

- (a) real property taxes, rates, assessments or charges, if any, levied, rated, charged or assessed against a Parking Facility, excluding any taxes or levies on Parking Fees;

- (b) structural repairs to the Parking Facilities, including without limitation resurfacing of the Parking Facilities and repair of potholes;
- (c) any line painting in a Parking Facility; and
- (d) maintenance of any landscaping which is part of a Parking Facility.

ARTICLE 11 INSURANCE AND SECURITY

11.1 No Acts Increasing Insurance

The Operator will not suffer or permit any act or omission in a Parking Facility which will increase the rate of insurance on any structure of which a Parking Facility forms a part or cause the cancellation of any policy of insurance of any nature whatsoever.

11.2 Insurance

(a) *General*

- (i) without limiting any of its obligations or liabilities under this Agreement, the Operator, including all its subcontractors and agents who are acting on behalf of the Operator while performing any work related to the Parking Facilities, will obtain and continuously carry during the Term, at its own expense and cost, the insurance coverages, with minimum limits of not less than those shown in the respective items, set out below;
- (ii) all insurance policies will be in a form and in amounts satisfactory from time to time and with insurers acceptable to the Park Board's Director of Risk Management and will provide the Park Board sixty (60) days prior written notice of material change, lapse or cancellation, which notice to the Park Board will be by registered mail, identifying the name of the Operator and any other relevant identifier;
- (iii) the Operator and each of its subcontractors and agents will provide at its own cost any additional insurance which they are required by law to provide or which they consider necessary;
- (iv) neither the providing of insurance by the Operator in accordance with these requirements nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Operator from any other provision of this Agreement with respect to liability of the Operator or otherwise;
- (v) insurance coverage will be primary insurance as respects the Park Board and any insurance or self insurance maintained by or on behalf of the Park Board, its officers, officials, employees, servants or agents will be in excess of this insurance and will not contribute with it.

(b) *Evidence of Insurance*

- (i) prior to the commencement of the Term, the Operator will provide to the Park Board evidence of all required insurance in the form of a detailed Certificate of Insurance supported by a certified copy of each policy, which Certificate of

Insurance will not contain any disclaimer whatsoever; and at any time during the Term when requested by the Park Board, the Operator will provide to the Park Board similar evidence of renewals, extensions or replacements of the policies;

- (ii) the Operator will provide in its agreements with its subcontractors clauses in the same form as those found in this Section 11.2 and on request, the Operator will deposit with the Park Board's Director of Risk Management a detailed Certificate of Insurance for the policies it has obtained from and a copy of the insurance clauses so provided in the agreements with its subcontractors.

(c) ***Commercial General Liability Insurance***

- (i) the Operator will maintain insurance in sufficient amounts and description to protect the Operator, its subcontractors and their respective employees, servants and agents against personal injury, including death, sustained by any person and damage to or destruction of property, including loss of use thereof, arising directly or indirectly out of the operations or requirements performed in connection with this Agreement;
- (ii) the limit of the commercial general liability insurance will be not less than Five Million Dollars (\$5,000,000) per occurrence inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to products and completed operations;
- (iii) the commercial general liability policy will remain in full force and effect at all times during the Term; will be on an occurrence basis form; will name the Park Board, the City of Vancouver and their respective officers, officials, employees, servants and agents as additional insureds; and will include all extensions of coverage customarily included in such a policy, including without limitation the following coverages:
 - A. Blanket Contractual Liability;
 - B. Cross Liability or Severability of Interest Clause;
 - C. Contingent Employer's Liability;
 - D. Broad Form Property and Completed Operations and Operations of Attached Machinery; and
 - E. Non owned Automobile Liability.

(d) ***Motor Vehicle Insurance***

- (i) the Operator will maintain motor vehicle liability insurance for owned and leased licensed vehicles with limits of Five Million Dollars (\$5,000,000) inclusive for accidental injury to or death of one or more persons or damage to or destruction of property as a result of any one accident and, where the policy has been issued pursuant to a government operated automobile insurance system, the Operator will provide the Park Board's Director of Risk Management with confirmation of the automobile insurance coverage for all automobiles registered in the name of the Operator and its third party provider used in connection with this Agreement;

- (ii) the Operator will maintain a Garage Automobile Policy covering legal liability for damage to vehicles in the care, custody and control of the Operator in an amount not less than Five Million Dollars (\$5,000,000).
- (e) ***Comprehensive Dishonesty, Disappearance and Destruction Insurance***
 - (i) the Operator will maintain the following coverages:
 - A. Employee Dishonesty Form A covering the loss of money, securities and other property sustained by the Park Board in the aggregate amount of Two Hundred and Fifty Thousand Dollars (\$250,000) or such greater amount as may be required to cover the money or securities at risk in each location resulting from one or more fraudulent acts committed by an employee, subcontractor or agent of the Operator whether acting alone or in collusion with others;
 - B. Broad Form Money and Securities covering the destruction, disappearance or wrongful abstraction of money or securities collected by the Operator on behalf of the Park Board:
 - I. within or from the premises, banking premises, night depository, or safe maintained by a bank or trust company;
 - II. outside the premises while being conveyed by the Operator, or its employee, agent or subcontractor, an armoured motor vehicle company or any other person authorized to have custody thereof or while temporarily within the home of the Operator, or its employee, agent or subcontractor or any authorized person; and
 - C. Computer Theft or Funds Transfer Fraud of money or securities collected by the Operator on behalf of the Park Board; and
 - (ii) the amount of coverage for the insurance referred to in Section 11.2(e)(i)(B) will not be less than one hundred thousand dollars (\$100,000).

11.3 Letter of Credit

The Operator will provide to the Park Board prior to the commencement date of the Term, and will maintain during the Term, a Letter of Credit in the amount of Five Hundred Thousand Dollars (\$500,000) in favour of the Park Board, securing the Operator's performance of the terms and conditions contained in this Agreement, in a form and with a financial institution acceptable to the Park Board.

ARTICLE 12 INDEMNIFICATION AND RELEASE

12.1 Indemnity

The Operator will indemnify and save harmless the Park Board, the City of Vancouver and their employees and agents from all claims, demands, losses, damages, and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever suffered by the Park Board, the City of Vancouver or their employees and agents which are based upon or arise out of anything done or omitted to be done by the Operator, or its employees, agents, contractors in the occupation, use or operation of the Parking Facilities, provided that this indemnity does not apply in any case where the Park Board, the City of

Vancouver or their employees or agents have been grossly negligent or have acted or failed to act in a manner which amounts to willful misconduct. This indemnity will survive termination of this Agreement.

12.2 Release

The Operator hereby releases the Park Board, its elected and appointed officials, officers, employees and agents and agrees to fully indemnify and save harmless the Park Board, its elected and appointed officials, officers, employees and agents from and against all claims, including WorkSafeBC claims and assessments, demands, losses, damages and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever suffered or endured by the Operator or its employees, agents, contractors arising out of the performance of the services by the Operator under this Agreement or arising out of anything done or omitted to be done by the Operator or its employees, agents or contractors in the occupation, use or operation of the Parking Facilities, provided that this release does not apply in any case where the Park Board, the City of Vancouver or their employees or agents have been grossly negligent or have acted or failed to act in a manner which amounts to willful misconduct. This release will survive termination of this Agreement.

ARTICLE 13 DEFAULT

13.1 Events of Default

Without limiting the generality of the foregoing, if:

- (a) the Operator is in default in the payment of any money required to be paid by the Operator under the terms of this Agreement and such default continues for 7 days following receipt of written notice from the Park Board requiring the Operator to pay the same; or
- (b) the Operator is in default in the performance or observance of any of the provisions of this Agreement other than those requiring payment of money to the Park Board and such default continues for a period of 7 days after receipt of written notice thereof from the Park Board, except for a default which to be cured with all due diligence would reasonably require a longer period of time, then after such longer period; or
- (c) the Operator fails to provide, operate, install, repair, maintain, secure or empty the Pay Stations as required in this Agreement; or
- (d) the Operator is in default of section 5.2 of the Management Agreement and the City has terminated the Management Agreement;
- (e) the Operator fails to pay its debts as they become due or becomes insolvent or commits an act of bankruptcy or takes the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors or files any proposal or makes any assignment for the benefit of creditors; or
- (f) a receiver or a receiver manager is appointed for all or a portion of the Operator's assets; or
- (g) any steps are taken or any action or proceedings are instituted by the Operator or by any other party including without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidating of the Operator or its assets; or

(h) this Agreement or any of the Operator's assets are taken under any writ of execution;

then the Park Board, in addition to any other rights or remedies it has pursuant to this Agreement or by law, has, to the extent permitted by law, the immediate right to terminate this Agreement without notice or resort to legal process and without the Park Board being considered guilty of trespass or becoming liable for any damage which may be occasioned thereby.

13.2 Termination

In the event that the Park Board terminates this Agreement pursuant to Section 13.1, then this Agreement will have no further force or effect, except with respect to the indemnities and releases contained in Article 12, which will survive termination of this Agreement, and except as provided in Section 6.5 and 13.3, and the Operator will be entitled to any unpaid portion of the Management Fee payable pursuant to this Agreement to the date of such termination.

In the event that the City cancels the term of the Management Agreement in accordance with section 5.1 thereof, the Operator will promptly provide the Park Board with notice thereof. After receiving such notice, the Park Board will have the right to terminate this Agreement on 30 days' notice to the Operator.

13.3 Remedies

If legal action is brought for enforcement of any rights of the Park Board or obligations of the Operator and a breach by the Operator is established, the Operator will pay to the Park Board all expenses incurred by the Park Board in such legal action, including full solicitors fees, unless a court otherwise awards.

If legal action is brought for enforcement of any rights of the Operator or obligations of the Park Board and a breach by the Park Board is established, the Park Board will pay to the Operator all reasonable expenses incurred by the Operator in such legal action, including full solicitors fees, unless a court otherwise awards.

13.4 Lien on Equipment

If the Operator at any time during the Term or at the expiration or other termination of the Term is in default under any covenant or obligation contained in this Agreement, the Park Board will have a lien on all stock in trade, inventory and fixtures, equipment and facilities of the Operator as security against loss or damage resulting from any such default by the Operator and said stock in trade, inventory, fixtures, equipment or facilities will not be removed from the Parking Facilities by the Operator until such default is cured, unless otherwise so directed by the Park Board.

ARTICLE 14 DISPUTE RESOLUTION

14.1 Resolution of Disputes

In the event of a dispute arising between the parties with respect to any of the terms, covenants and conditions herein contained, and such dispute cannot be settled by the parties on an amicable basis, then the matter will be determined by the City of Vancouver Director of Legal Services.

**ARTICLE 15
NOTICE****15.1 Notice**

Any notice, demand or request or payment required or permitted to be given or made hereunder may be given by delivering it or if mailed by prepaid registered mail deposited in a mail box or post office in the City of Vancouver, Province of British Columbia, addressed to the party to whom it is intended as follows:

- (a) to the Park Board:

Board of Parks and Recreation
2099 Beach Avenue
Vancouver, British Columbia
V6G 1Z4

Attention: General Manager, Vancouver Parks and Recreation

and to:

Law Department
City Hall
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: Director of Legal Services

- (b) to the Operator:

Parking Corporation of Vancouver
209-700 West Pender Street
Vancouver, British Columbia
V6C 1G8

Attention: General Manager

or such other addresses as the parties may from time to time advise by notice in writing. The date of receipt of any such notice, demand or request will be deemed to be the date of delivery of such notice, demand or request if served personally or if mailed as aforesaid on the second juridical day next following the date of such mailing.

**ARTICLE 16
GENERAL****16.1 Assessments Payable by Operator**

The Operator will be solely responsible for and will promptly remit Canada Pension Plan premiums, WorkSafeBC premiums and assessments, Unemployment Insurance premiums and federal, provincial or municipal taxes or business, sales, machinery, equipment taxes, assessments, charges or rates as well as any permit or license fees attributable to the equipment or business relating to the Operator and its employees, agents and contractors under this Agreement.

16.2 WorkSafeBC

The Operator agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Operator agrees that the Park Board has the unfettered right to set off the amount of any unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the Park Board to the Operator. The Park Board will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.

Upon execution of this Agreement, the Operator will provide the Park Board with its WorkSafeBC registration number and a clearance letter from WorkSafeBC confirming that the Operator is registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof. The Operator will indemnify the Park Board and hold harmless the Park Board from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Operator in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.

16.3 No Assignment or Delegation

The Operator will not assign any of its rights under this Agreement or delegate any of the management functions with respect to the Parking Facilities without the prior written approval of the Park Board, which approval will be at the sole discretion of the Park Board.

16.4 No Acceptance of Advantages or Benefits

Neither the Operator, nor any of its agents or employees (including any Subcontractor) will give or offer to give to the Park Board or any official, officer, employee or agent of the Park Board any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do or having done or forbearing to do, any act in connection with this Agreement. Contravention of this provision will be deemed to be an event of default under this Agreement and will permit the Park Board to terminate this Agreement pursuant to Section 13.1 and Section 13.2.

16.5 No Conflicts of Interest

The Operator declares that to the best of its knowledge the Operator and its Subcontractors, if any, and their respective directors, officers, employees and agents, have no pecuniary interest or any other current or past interest or dealings, including with any officials, officers or employees of the Park Board, that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the terms of this Agreement. Should such a conflict or potential conflict arise during the Term the Operator will declare it immediately in writing to the Park Board. The Park Board may direct the Operator to resolve any conflict or potential conflict to the satisfaction of the Park Board. The Operator warrants that neither the Operator nor any of its Subcontractors, or any of their respective directors, employees or agents, have any predisposition, affinity or association with any third party which would impair or qualify the fulfillment of its obligation pursuant to this Agreement.

16.6 Sustainability

The Operator acknowledges the Park Board's commitment to preserving the environment. The Operator agrees to provide environmentally sensitive products or services wherever possible.

16.7 Consent to Disclose

The Operator consents to the disclosure of the following by the Park Board:

- (a) the manner in which the Management Fee is calculated, for example, the actual percentage of Gross Revenue; and
- (b) that the Parking Violation Fees will be retained by the Operator.

16.8 Continuing Effect

This Agreement enures to the benefit of and is binding upon the Park Board, its successors and assigns, and the Operator, its successors and permitted assigns.

16.9 Representative

All payments, requests, inquiries and deliveries should be made to the Representative, except as otherwise provided in this Agreement.

THE PARTIES HAVE SIGNIFIED THEIR AGREEMENT TO THE ABOVE TERMS AND CONDITIONS BY SIGNING WHERE SET OUT BELOW.

CITY OF VANCOUVER as represented by
its BOARD OF PARKS AND RECREATION



Authorized Signatory

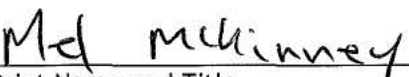


Print Name and Title

PARKING CORPORATION OF VANCOUVER



Authorized Signatory



Print Name and Title
General Manager.

SCHEDULE A

PARKING FACILITIES, IDENTIFYING LOCATION OF PAY STATIONS AND PARKING STALLS

VANCOUVER BOARD OF PARKS & RECREATION
 PARKING FACILITIES - NUMBER & LOCATION OF PAY STATIONS
 AS AT AUGUST 31, 2010

SCHEDULE A
 PART 1

pay station ref #	Location Name	# of pay stations	hooked up to a/c power	pay station ref #	Location Name	# of pay stations	hooked up to a/c power
1	ROWING CLUB			46	BEACH AVE & BIDWELL		
2	PIPELINE ROAD - BEAVER LAKE			47	BEACH & JERVIS - NORTH		
3	PIPELINE ROAD - TISDALE			48	BEACH & JERVIS - SOUTH		
4	PARK DRIVE - BEYOND PIPELINE ROAD			49	SUNSET BEACH		
5	CEPERLEY - PLAYGROUND			50	AQUATIC CENTRE		
6	CEPERLEY - LOT				TOTAL BEACH AVE	5	yes
7	CEPERLEY - ROAD			51	ROUNDHOUSE		yes
8	CEPERLEY - BOWLING CLUB				TOTAL ROUNDHOUSE CC	1	
9	N. LAGOON DRIVE - WEST			52	VANIER PARK		
10	N. LAGOON DRIVE - EAST			53	BURRARD MARINA		
11	INFO CENTRE - ROAD / ROWING CLUB			54	KITSILANO - ARBUTUS		
12	INFO CENTRE - LOWER			55	KITSILANO - CORNWALL - NORTH		
13	INFO CENTRE - UPPER			56	KITSILANO - CORNWALL - SOUTH		
14	INFO CENTRE - UPPER				TOTAL KITSILANO	5	
15	AQUARIUM/BROCKTON - ROAD			57	QUEEN ELIZABETH - SEASONS		
16	AQUARIUM/BROCKTON - TRIANGLE			58	QUEEN ELIZABETH - PLAZA		yes
17	AQUARIUM - ENTRANCE			59	QUEEN ELIZABETH - ROADWAY		
18	AQUARIUM/BROCKTON - BUS			60	QUEEN ELIZABETH - BLOEDEL		
19	AQUARIUM/BROCKTON - OVAL				TOTAL QUEEN ELIZABETH PARK	4	
20	AQUARIUM/BROCKTON - BOTTOM OF HILL			61	JERICHO - EAST		
21	MINIATURE RAILWAY - PAVILION			62	JERICHO - YOUTH HOSTEL		
22	MINIATURE RAILWAY - ENTRANCE			63	JERICHO - SERVICE YARD - SOUTH		
23	MINIATURE RAILWAY - BY BUS LOOP			64	JERICHO - SERVICE YARD - NORTH		
24	CENTRAL PARKING WEST		yes	65	JERICHO - SAILING CENTRE		
25	YACHT CLUB				TOTAL JERICHO (MAY- SEPT ONLY)	5	
26	TOTEM POLES			66	COAL HARBOUR - UPPER		yes
27	BROCKTON POINT			67	COAL HARBOUR - LOWER		yes
28	CRICKET PITCH				TOTAL COAL HARBOUR CC	2	
29	LUMBERMAN ARCH			69	CREEKSIDE CRC		yes
30	LUMBERMAN'S ARCH - WATER PARK			70	CREEKSIDE CRC		yes
31	PROSPECT POINT - BUS				TOTAL CREEKSIDE CRC	2	
33	PROSPECT POINT - LOT	note			TOTAL OTHER THAN STANLEY PARK	24	
34	PROSPECT PICNIC						
35	HOLLOW TREE						
36	THIRD BEACH						
37	TEA HOUSE - NORTH		yes				
38	TEA HOUSE - SOUTH						
39	SECOND BEACH - ROAD						
40	SECOND BEACH - SOUTH						
41	SECOND BEACH - NORTH						
42	PARK BOARD OFFICE						
43	TENNIS COURTS						
44	SOUTH LAGOON DRIVE						
45	FISH HOUSE		yes				
	TOTAL STANLEY PARK	44					

note: Following the recent redevelopment of the Prospect Point parking area, the number of pay stations was reduced from 3 to 2. A 3rd pay station may have to be added back in future if required to meet customer needs

TOTAL # OF PAY STATIONS		
	May-Sept	Oct-April
STANLEY PARK	44	44
OTHER THAN STANLEY PARK	24	19
TOTAL	68	63

VANCOUVER BOARD OF PARKS & RECREATION
 PAY PARKING FACILITIES
 NUMBER OF PARKING SPACES AUGUST 10, 2010

SCHEDULE A
 PART II
 PAGE 1 OF 2

	Total # parking spaces	-----includes-----		---included in total # of parking spaces---				
		parking in lots (marked stalls)	parking on roadway (unmarked stalls) note 1	accessible parking note 2	Bus / RV parking	loading/ reserved/ short term/ lifeguard	vehicle & boat trailer	
Rowing Club	16		16					note 3
Information Booth	153	153		4		9		
Avison Way / Aquarium	198	198		8				
Brockton Oval	200	200		2	9			
Lower Aquarium / Lumberman's Arch	66	66		4				
Miniature Train / Children's Farmyard	164	164		4				
Stanley Park Pavilion	16	16		1		2		
Stanley Park Central - West	275	275		6		39		note 4
Pipeline Rd	73		73					
Pipeline Road - one way extension	54		54	4				
Yacht Club	98	98		2				note 5
Totem Poles	69	69		2	10			
Brockton Point	24	24						
Cricknet Pitch	55	55						
Water Park	54	42	12					
Park Drive	109	109						
Prospect Point	118	58	60	2	6	2		note 1
Prospect Picnic	68	68		2				
Hollow Tree	10	10		1				
Third Beach	178	178		2		4		
Tea House	70	70		1				
Second Beach	162	128	34	2		6		
N. Lagoon Drive	51	51						
Ceperley	110	90	20	2		7		
Park Board Office	24	24		1		1		note 6
Tennis Courts	96	87	9	1		1		
S. Lagoon Drive	36		36					
Fish House	22	22		2		2		
TOTAL STANLEY PARK	2,569	2,255	314	53	25	73		

- note 1 Number of unmarked roadway parking spaces is approximate & is calculated based on average 6.5 metres / vehicle
Includes roadway bus parking at Prospect Point - approx 6 buses
- note 2 The Park Board is currently reviewing the number and location of accessible parking stalls and more stalls will likely be converted to accessible parking prior to the end of the current contract.
The number of additional accessible stalls will not be significant in the context of the total number of parking stalls (additional # will likely will be less than 50).
- note 3 This count excludes Vancouver Rowing Club's (VRC) self managed lot, which the Park Board subleases directly to it
The VRC self managed lot is not part of the Parking Facilities
- note 4 Reserved spaces are for Service Yard staff / visitors during work hours
- note 5 Excludes the 72 stalls which are reserved for RVYC members - VPB deals directly with RVYC on them. These stalls and the parking fee paid to VPB for the passes provided to RVYC members are not covered by the Operating Agreement.
- note 6 Lot reserved for Park Board staff / office visitors during office hours

VANCOUVER BOARD OF PARKS & RECREATION
PAY PARKING FACILITIES
NUMBER OF PARKING SPACES AUGUST 10, 2010

	Total # parking spaces	-----includes-----		---included in total # of parking spaces---			
		parking in lots (marked stalls)	parking on roadway (unmarked stalls) note 1	accessible parking	Bus / RV parking	loading/ reserved/ short term/ lifeguard	vehicle & boat trailer
TOTAL STANLEY PARK (page 1)	2,569	2,255	314	53	25	73	
Beach & Bidwell Loop	20	20		1		2	
Beach & Jervis Loop	61	61		3			
Sunset Beach	64	64		2		4	
Aquatic Centre	81	81		4		4	
TOTAL BEACH AVE	226	226	0	10	0	10	
Burrard Marina	40	40					
Vanier Park	124	124					34
Kitsilano - Arbutus / McNicoll	44	44		1			
Kitsilano - Cornwall	279	279		4		11	
TOTAL KITSILANO	487	487	0	5	0	11	34
QE Seasons	21	21		3		4	
QE Plaza	140	140		3	15		
QE Roadway	48		48				
QE Bloedel	46	46		2		2	
TOTAL QUEEN ELIZABETH PARK	255	207	48	8	15	6	
Jericho East	171	171					
Jericho Hostel	42	42					
Jericho Service Yard South	98	98		2			
Jericho Service Yard North	51	51		3		2	
Jericho Sailing Centre	211	211		4		10	
TOTAL JERICO	573	573	0	9	0	12	
Roundhouse Community Centre	92	92		2		7	
Coal Harbour Community Centre	154	154		4		10	
Creekside Community Rec.Centre	100	100		3		12	
TOTAL COMMUNITY CENTRES	346	346	0	9	0	29	
TOTAL ALL LOCATIONS	4,456	4,094	362	94	40	141	34

SCHEDULE B

NEW EQUIPMENT TO BE PROVIDED BY THE OPERATOR

The Operator will supply and install 68 "Pay-by-Plate" parking machines to the Park Board. These will be deployed as listed in Schedule A.

These meters will be The Metro Meter which is distributed by Precise Parklink Inc. of Richmond, BC.

Each meter is attractively designed in a durable stainless steel and aluminium cabinet. It has a web based management system that allows access to reports and statistical data. It is energy efficient, operating wherever possible, on a photo electric cell system.

This machine is secure having a six point security locking system on stainless steel doors, a secure cash vault and electronic door locking. It is capable of credit card and cash transactions.

SPECIFIC FEATURES SPECIFIED BY THE PARKS BOARD INCLUDE:

- **User friendly and intuitive:** The Metro Meter has large graphical screen and buttons. The display has automatic back lighting. The user flow is logical:
 1. User enters plate details and presses O.K. to confirm screen details.
 2. User pays with cash or credit card.
 3. User confirms by pressing O.K.
 4. User selects optional receipt.
 5. Machine confirms transaction and sends details to CMS system in real time.

The user flow is flexible in terms of when the license plate details are entered.

- **Accept all current Canadian and U.S. coins:** These machines can be programmed to accept various coins including all Canadian and U.S. coins and our EasyPark tokens. ***New coins can be calibrated when required.***
- **We confirm that these machines accept Visa, Mastercard and American Express cards.**
- **Features that minimize the use of expired or stolen cards:** These pay stations process transactions in real time. This means that expired invalid or cancelled cards are not authorized when they use the machine. This also means that other invalid magnetic cards such as phone cards or gift cards cannot be used to trick the machine.
- **Accept stored value cards and refund unused time:** Can accept stored value cards such as Visa, Mastercard, or AMEX gift cards. Refund of unused time is not available.
- **Offer one or more of the following options: Pay and display, pay by license number, pay by phone, Verrus, pay by space:** We confirm that all of the above options are possible with the Metro Meters.
- **Have at least one programmable screen that allows a variety of information to be displayed:** The clear backlit screen can be programmed with different information. A great

deal of information will cause the fonts to be reduced in size so care must be taken to be concise.

- **Issue tickets/receipts which show location, Pay station number, date and time of purchase, time of expiry, amount paid and Park Board authorization to operate:** *There should also be the ability to program brief messages or advertising on the tickets.* Receipts are capable of displaying the above information.
- **Provide users with the ability to pay violation fines at a pay station should the Park Board wish to offer that opportunity:** *Currently not available however it is possible.*
- **Have reporting features which provide a clear audit trail to allow comparison of expected revenue and actual cash collected and allow analyses of the various Parking Fees paid:** The reporting functions of the Metro Meter backend provide for a wide range of statistical analyses. All transaction data will be sent from the pay stations to the backend and stored, providing a clear audit trail of all revenue collected by each machine. The Operator or Park Board can access the backend and compare the recorded transaction data for a specific time period with actual revenues received.
- **Communicate through a secure management system:** All pay stations will communicate in real time with a central management system which uses software to facilitate programming, monitoring, and reporting.
- **Meet all applicable safety standards:** These machines are CSA approved and are PCI compliant.
- **Have the ability to operate off battery and off direct power source:** These pay stations are designed to operate off battery power using solar energy or off mains power.
- **Be new and unused and be well proven technology:** The machines will all be new and unused.
- **Have a high level of security features to prevent unauthorized access to the equipment and the contents and protect against theft and vandalism:** The Metro meter has security door system with six point locking on both stainless steel doors, the electronic door locking and access logs have identifiable keys with access log records and tracking, the secure cash vault has a 1.2 gallon capacity in a self locking container.
- **Be constructed of high grade material which resists weather and vandalism and be painted with graffiti resistant paint:** Durable construction with industry leading stainless steel and aluminum is designed to resist the effects of weather, corrosion and vandalism. An innovative powder coating system has scratch proof and anti graffiti properties.
- **Be able to function reliably in outdoor park and beach parking lot environments as well as indoor parkades:** The Metro meter will operate in both indoor and outdoor environments. Solar powered units are generally recommended for outdoor applications while AC units are best for low light areas.
- **Have internal components installed in such a way that they can be replaced readily and quickly when not functioning:** In order to minimize down time, Metro Meter parts are modular and easy to identify. Components are accessible and can be removed and replaced quickly.

- **Be substantial enough in size that the pay station alone ,or with the adjacent canopy ,are clearly visible to parkers in the vicinity:** The unique shape and bright color of the Metro stations make them identifiable from a distance.
- **Offer ease of access for use by people in wheelchairs or with other mobility issues:** Metro meters are compliant with Americans with Disabilities standards including the height of the unit and coin and card aperture locations.

SCHEDULE C

PAY PARKING RATES & HOURS OF OPERATION

- Parking fees paid at pay stations (hourly, daily, evening) are shown inclusive of all taxes (HST & parking tax, totalling 35.52%).
- Monthly, season and annual passes are shown net of tax. Sales of all passes are handled by the Operator.
- Opening & closing hours of parking lots are subject to change.
- These rates are as at August 31, 2010 and are subject to change.
- Unless otherwise noted, pay parking is in effect during all opening hours.

Stanley Park

April 1 st - September 30 th	pay parking in effect 6:00am - 9:00pm only
1 hour rate	\$3.00
daily rate	\$10.00
(monthly pass - for staff only	\$24.00 + tax)

October 1 st - March 31 st	pay parking in effect 7:00am - 6:00pm only
2 hour rate	\$2.00
daily rate	\$5.00
(monthly pass - for staff only	\$14.00 + tax)

season pass	valid April 1 st - September 30 th	\$156.00 + tax (cannot be prorated)
annual pass	valid 12 months from date of issue	\$224.00 + tax

- Monthly passes are only available for staff working at businesses in Stanley Park (the restaurants, Aquarium etc.), not for the public in general.
- Season and Annual Passes are available to the public.

Beach Avenue Loops & Sunset Beach open 6:00am - midnight

hourly rate	\$2.50
daily rate	\$10.00

Aquatic Centre open 5:00am - midnight

hourly rate	\$2.50
daily rate	\$10.00
monthly pass (non flexi pass holders)	\$54.00 + tax
monthly pass (flexi pass holders)	\$27.00 + tax

Roundhouse open 7:00am - 11:00pm

hourly rate	7:00am - 6:00pm	\$2.00
daily rate	7:00am - 6:00pm	\$12.00
	<i>(available w/e & holidays only)</i>	
evening rate	6:00pm - 11:00pm	\$3.00
monthly pass		\$120.00 + tax

Coal Harbour Community Centre open 24 hours

hourly rate	6:00am - 6:00pm	\$2.00
daily rate	6:00am - 6:00pm	\$14.00
per 90 minutes	6:00pm - 1:00am	\$2.00
evening rate maximum	6:00pm - 1:00am	\$6.00
night rate	1:00am - 6:00 am	\$3.00
monthly pass		\$190.00 + tax

Queen Elizabeth Park 6:00am - midnight

May 1st - September 30th

hourly rate	\$2.50
daily rate	\$8.00

October 1st - April 30th

2 hour rate	\$2.00
daily rate	\$4.00

annual pass (valid 6 am - noon only)

general	\$83.00 + tax
senior	\$63.00 + tax

Kitsilano Beach

Arbutus/Cornwall lot - open 6:00am - 2:00am
Arbutus/McNicoll lot - open 6:00am - 11:00pm

May 1st - September 30th

hourly rate	\$2.50
daily rate	\$10.00

October 1st - April 30th

2 hour rate	\$2.00
daily rate	\$4.00

annual staff parking passes (sold to Boathouse Restaurant only) \$83.00 (including tax)

Burrard Marina 6:00am - 11:00pm

2 hour rate	\$2.00
daily rate	\$4.00

Vanier Park	24 hours
daily rate - to midnight	
vehicle and trailer	\$18.00
vehicle only	\$4.00
2 hour rate - to 6:00pm	
vehicle only	\$2.00
evening rate - 6:00pm to midnight	
vehicle only	\$2.00
annual pass - for vehicle and trailer only	
general	\$107.00 + tax
senior	\$80.00 + tax

Jericho Beach (May 1st - September 30th only)

Jericho East	6:00am - 11:00pm
Youth Hostel	24 hours
Service Yd South	6:00am - 11:00pm
Service Yd North	6:00am - 11:00pm
Sailing Centre	6:00am - 1:00am
2 hour rate	\$2.00
daily rate	\$6.00
season pass	\$59.00 + tax

Creekside Community Recreation Centre (opens September 2010)

hourly rate	\$2.00
daily rate	\$10.00
monthly pass	\$80.00 + tax

Bus Parking - Stanley Park & Queen Elizabeth Park

- Annual passes are transferable between a company's buses, daily passes are not
- One daily or annual pass is valid in both parks in the same day
- Buses carrying school aged children on educational visits only, are exempt. If group comes in a yellow school bus, they do not need to obtain a pass, any other types of buses carrying these groups need to obtain a free pass in advance from the Operator.
Meters at Totem Poles, Prospect Point, Aquarium, Brockton bus parking and Queen Elizabeth bus parking areas are the only ones set up to issue one ticket for the mid size and large bus parking daily charge.
- Limousines must pay the 11 seats and under rate if they park in a bus parking area. If they can park in a car stall, they pay car parking rates for each stall they occupy.
- Tour vans 11 seats and under can park in any Park Board pay parking lot for the daily rate of \$13.00

daily rate	11 seats and under	\$13.00
	12 - 24 seats	\$20.00
	25 seats or over	\$40.00
annual pass	11 seats and under	\$446.00 + tax
	12 - 24 seats	\$625.00 + tax
	25 seats or over	\$893.00 + tax
	hop on hop off	\$893.00 + tax

**SCHEDULE D
PARKING VIOLATION FEES**

Parking Violation Fees must be approved by the Park Board. Violation fees are typically set at the level of the lowest street parking violation fine issued by the City of Vancouver.

Current rates are:

Motor Vehicles (except buses):

Parking Violation Fee \$35.00 + HST

after 7 days, escalating to \$70.00 + HST + the ICBC search fee (currently \$6.50 + HST)

Buses

Parking Violation Fee \$100.00 + HST

The Park Board reserves the right to amend these rates from time to time, but at no time during the Term will the rates be less than those shown above.

SCHEDULE E

HOURS OF OPERATION AND PAY PARKING FACILITIES' ACCESS BARRIERS

All gated lots and parkades are noted below. The other parking lots have no access barriers. Except as noted below, the Operator is responsible for opening and closing all parking lot gates at the times noted. From time to time, these opening and / or closing times may be changed either permanently or temporarily.

Beach & Bidwell Loop	open 6:00am - midnight
Lot is gated (2 gates)	
Beach & Jervis Loop	open 6:00am - midnight
Lot is gated (2 gates)	
Sunset Beach	open 6:00am - midnight
Lot is gated (1 gate)	
Aquatic Centre	open 5:00am - midnight
Lot is gated (3 gates)	
Kitsilano - Arbutus/McNicoll	open 6:00am - 11:00pm
Lot is gated (1 gate)	
Roundhouse Community Centre	open 7:00am - 11:00pm
Security gate closed at 11 pm (access to lot is shared with adjacent residential buildings - gate is controlled by them)	
Creekside Community Recreation Centre	open 6:00am - 10:30 pm (weekdays) 8.30am - 5.30pm (weekends)
Security gate is controlled by the Community Centre. Note that these opening hours are will change as the Centre and the businesses which share the building & parkade become fully operational.	
Queen Elizabeth Park - Plaza lot	open approx 6:00am - midnight (varies)
Lot is gated (2 gates). While responsibility for opening and closing these gates is a requirement of the Operator, actual arrangements have varied, and at present this is done by Park Board staff, security, users and / or Seasons Restaurant. However, the Operator should be aware that, if in future this changes, it may again be required to take on this function.	

SCHEDULE F
REQUIREMENTS FOR REVENUE REPORTS

The detail to be shown on each report will be the subject of discussion between the Park Board and the Operator and may be tailored to work with the Operator's accounting and internal reporting system. In addition, from time to time, or on a regular basis, the Operator may be required to provide other analyses of Gross Revenues or of Pay Station operations.

Revenue Report

Revenue Reports will consist of the information in 1.1(j)(i) and will include the balance of the Gross Revenue as required under 1.1(j)(ii) of the Operating Agreement, together with the following schedules:

Monthly

- summary statement of calculation of the monthly remittance to the Park Board
- summary, and detail of, Pay Station cash out reports for the month, showing details of actual and expected revenue, by day, by Pay Station
- details of revenues from monthly parking pass sales, by parking location, showing the individual pass holders' names, details of type of pass, and payments
- details of numbers of tickets sold by parking location, at each price level
- details of revenue by location, by type of sale (pay by license plate, pay by phone, cash, credit card, etc.)
- details of any other revenues collected relating to the Parking Facilities
- bus parking revenues by location and by individual bus parking rate
- summary of credit card merchant fees
- summary of declined credit cards
- number of customer service calls responded to, by type (e.g. unlock door, change tire etc).

Summary

Summary to be provided weekly will consist of:

- details of all Pay Stations which were out of order during the week, including dates, times, number of hours out of order and reasons for the downtime.

SCHEDULE G
STANDARDS FOR FIELD SERVICES

Personnel

All field personnel must:

- be well groomed and be in uniform which clearly identifies them as the Operator's personnel
- carry means of direct communication with the Operator's office, such as radios or cell phones
- use hand held units
- be fully trained in accordance with the training for each staff classification set out in the Proposal, be customer service oriented, and be willing and able to assist visitors in using the Pay Stations and locating suitable parking, as well as providing visitors with general directions to locations and attractions in the area
- obey all traffic regulations and use a mode of transportation which is professional, appropriate for the location and in good condition. At all times when riding bicycles, they must wear bicycle helmets.

A supervisor or manager from the Operator must visit each Parking Facility at least once each week to check to ensure that Signs and Pay Stations are all in place and in good condition and to arrange to deal with any problems noted. Where they notice something which is the responsibility of the Park Board to deal with, they must notify the Park Board immediately.

Vehicles

All vehicles must:

- be clearly identified with the Operator's name or logo
- where applicable, carry a complete range of replacement parts and spare Pay Station(s) to be installed temporarily if repairs cannot be done on the spot or within a short time frame

Pay Stations and Signs

All Pay Stations must:

- be maintained to a high standard, with maintenance calls being responded to within maximum of two hours, unless otherwise agreed to by the Park Board. If the equipment cannot be repaired, or components replaced, on site, it must be removed for repair and replaced temporarily by a spare Pay Station. If Pay Stations in a high volume area are out of service and cannot be repaired or temporarily replaced by other Pay Stations, and there are no other Pay Stations in the immediate vicinity then alternative arrangements must be made, subject to discussion with the Park Board, including, but not limited to, supplying a member of the Operator's staff on site, at the Operator's expense, to collect Parking Fees.

All Pay Stations and Signs must:

- be cleaned on a regular schedule, a minimum of once every two weeks and more frequently if required

- be kept free of graffiti and stickers, with any damage from vandalism being dealt with as a priority.

Roadside assistance

The Operator must offer free basic roadside assistance to patrons who have paid to park in the Facilities, including, but not limited to:

- vehicle jump start
- unlock door
- change tire
- provide gas

SCHEDULE H

STANDARDS FOR CUSTOMER SERVICE/DISPUTE RESOLUTION

- Operator must have an office location in the City of Vancouver, which is open to, and readily accessible by, the public, for sale of passes, Parking Violation Fee payment or dispute, and other customer service issues, for minimum hours of 9.00 a.m. - 5.00 p.m., Monday - Friday
- Operator must offer seven day / week staffing on customer service telephone lines and dispatch, for a minimum of 9.00 a.m. - 5.00 p.m. daily
- Operator must offer customers the ability to pay violations online
- Collection methods must not be perceived by the public to be overly aggressive
- Operator must offer a proper dispute resolution process
- Operator's staff must be fully trained and be customer service oriented.

SCHEDULE I**TIMES AND METHODS FOR COLLECTION AND DEPOSIT OF CASH**

- all Pay Stations must be cashed out a minimum of three times per week October - March and four times per week April - September. Pay Stations in high volume areas must be cashed out more than once per day. Specific arrangements, locations of these Pay Stations and number of times per day / week are to be agreed upon by the Board and the Operator. Any exceptions to this arrangement are to be authorized by the Park Board
- all US currency in the Pay Stations must be accounted for separately. Where the additional revenue from the US dollar exchange is greater than the approved costs to separate out and deposit it, the Operator will be required to remit to the Park Board the difference, less any relevant costs agreed to by the Park Board.
- during the months of January, February, March, April, May, October, November and December of each year of the Term, the Operator will deposit all Parking Fees collected or received by the Operator in a separate trust account, in trust for the Park Board, with a Schedule I - Canada *Bank Act* bank, on a monthly basis, or more frequently as may be necessary due to volume. During the months of June, July, August and September, the Operator will make such deposits on a bi-weekly basis, or more frequently as may be necessary.

SCHEDULE J**SIGNAGE REQUIREMENTS - PAY STATION POSTS & CANOPIES****1. GENERAL**

The Park Board is responsible for signage relating to traffic regulations, directions, general "parking", "no parking" "no stopping", handicapped parking etc. The Operator is responsible for the blue & white signage specifically relating to pay parking, as noted below and on the attached Exhibits 1 and 2 to this Schedule.

The Operator is responsible for providing, installing and maintaining pay parking signs and posts for the Parking Facilities, including:

- a pay parking sign at each Pay Station, with details of hours, rates, violation fines, conditions etc.;
- a sign at all road entrances into each Parking Facility indicating that pay parking is in effect;
- where relevant, reminder signs at regular intervals to indicate that pay parking is in effect e.g., "reminder pay parking in effect" or "have you purchased a parking ticket?";
- where the Pay Station may not be easily visible in parts of the parking area, one or more signs pointing to the Pay Station; and
- other miscellaneous pay parking signs, providing information specific to the Parking Facility.

In addition, the Operator is responsible for working with its contracted towing company to ensure that adequate tow away signage is posted.

Note that in some cases noted above, the signage required may depend on the design, location and visibility of the proposed Pay Station.

2. PAY STATION POSTS & CANOPIES

Depending on the size and style of the new Pay Stations, all of the existing posts on which the Pay Stations are installed may have to be removed by the previous operator and replaced by new ones.

All Pay Stations will have small canopies over them, unless otherwise agreed to by the Park Board. These canopies will add visibility to the Pay Station and will provide shelter to patrons using them. Exceptions may be made in a few areas where the Pay Stations are installed close to traffic flow and there is a risk of damage to the canopy by vehicles, or where they impact on views.

The Operator is responsible for installing the Pay Stations, posts and canopies. While most Pay Stations will be installed in the same location as the existing pay stations, some may be moved in order to make them more accessible to people with disabilities. The Park Board is currently undertaking a review of accessibility issues, and recommendations may be made to move some of the Pay Stations to other nearby sites in the same general area of the Facilities.

3. TRANSITION FROM EXISTING OPERATIONS

The previous operator will remove all of its signs, according to a timetable agreed upon between it and the Park Board. The previous operator is responsible for any remediation work on the Facilities required by the removal of its equipment and signs.

Subject to approval by the Park Board, the Operator may arrange to purchase certain items from the previous operator at a price to be negotiated between the previous operator and the Operator. This may include one or more of the following:

- specific signs that are required for the ongoing operations and are in “as new” condition;
- sign posts which are in “as new” condition and are required for the new signs; or
- existing pay station posts and / or canopies, but only if they are in “as new” condition and are appropriate for the style of the new Pay Stations.

If the Operator and the previous operator are unable to reach agreement, or if these existing sign posts, Pay Station posts and / or canopies are not suitable or not required for the Operator’s Pay Stations and signs, they will be removed by the previous operator and the Operator will be required to install all new ones.

A number of additional posts may be required for new signs, and these will be installed by the Operator at its cost. In some areas, it may be possible for the Operator to install some of the smaller signs on posts already in place, belonging to the Park Board.

4. GENERAL SPECIFICATIONS - COLOUR, SIZE, MATERIAL ETC.

Where new sign posts are installed, they will be 2” Schedule 40 galvanised pipe.

In recognition of the various models and styles of pay stations available, the Park Board is not specifying particular size, design or dimensions for the signs, Pay Stations, posts or canopies. However, all must generally meet the criteria set out on Exhibit 2, as applicable.

5. EXHIBITS

The attached exhibits show:

- (a) **Exhibit 1** - approximate signage requirements by location and type of sign. In most cases, the new signs will be replacing existing signs.
 - (b) **Exhibit 2** - examples of the signs to be posted at each Pay Station, other signage requirements and an example of a Pay Station post and canopy design and specifications. Note that the wording shown on the signs is for illustration of style & design only. Specific wording on each sign is to be reviewed and agreed upon by the Park Board. The Operator should submit their proposed Pay Station design to the Park Board for approval.
- The signage requirements on Exhibit 1 to this Appendix are approximate, and are subject to change. Also, it may be necessary to add further signs in the Facilities during the term of this Agreement. However, it is not anticipated that the initial sign requirement will be significantly different from that shown on Exhibit 1, other than as noted below.
 - If the Park Board moves to offering pay by license plate number in some or all of the Facilities, in which case a significant number of “remember your license plate number” type signs will be required. The initial number of these signs and their locations will be determined prior to the start of the Agreement, and more may be added during the term, depending on the effectiveness of the initial ones.
 - In addition, if the design of the Pay Station is such that it is less visible than the current ones, then more signage may be required - signs pointing to the Pay Station, and / or “remember pay parking in effect”.

VANCOUVER BOARD OF PARKS & RECREATION
PAY PARKING SIGNAGE

APPENDIX IV
EXHIBIT 1

	information signs on Pay Stations	main "pay parking beyond this point" parking area entrance	hours lot closed	pointing to Pay Stations	small "remember pay parking in effect"	rates signs outside parkade entrance	remember your license plate #	other
	note 1	note 2		note 3	note 4		note 5	note 6
Stanley Park	44	7			4			3
Beach & Bldwell Loop	1	1						
Beach & Jarvis Loop	2	2						
Sunset Beach	1	1						
Aquatic Centre	1	1						
Burrard Marina	1	3						
Vanier Park	1	1						
Kitsilano - Arbutus/McNicoll	1	1						
Kitsilano - Cornwall	2	3			2			
QE Seasons	1							
QE Plaza	1				6			
QE Roadway	1	1			3			
QE Bloedel	1	1						
Jericho East	1	2	2		3			
Jericho Youth Hostel	1	1						
Jericho Service Yard S	1	2			1			
Jericho Service Yard N	1	1			2			
Jericho Sailing Centre	1	1	1		1			
Roundhouse Community Centre	1			3		2		
Coal Harbour Community Centre	2			8				2
Creekside Community Rec. Centre	2					2	4	
TOTAL ALL LOCATIONS	68	29	3	11	22	4	4	5

SIGNAGE NOTED ABOVE IS AN ESTIMATE BASED ON EXISTING SIGNAGE AND IS SUBJECT TO CHANGE
OVERALL SIGNAGE REQUIREMENTS WILL BE REVIEWED IN GREATER DETAIL PRIOR TO THE START OF THE NEW AGREEMENT
AND ADJUSTMENTS MAY BE MADE. WHILE DETAILS MAY VARY, THE OVERALL FINAL SIGNAGE REQUIREMENT IS NOT EXPECTED
TO BE SIGNIFICANTLY DIFFERENT FROM AS SHOWN ABOVE, EXCEPT AS NOTED BELOW IN NOTES 3, 4 & 5

SIGNAGE WILL BE IN THE STYLE SHOWN ON APPENDIX IV, EXHIBIT 2

notes

1 Information Signs on, or immediately adjacent to, Pay Stations

One sign is required at each Pay Station - with details of rates, hours, violation fines, legal terms, special arrangements etc.
Similar to as shown on Exhibit 2 to this Appendix. Exact wording to be subject to Board approval
Where appropriate, some of the information may be provided by means of stickers on the face of the Pay Station.

2 Main Parking Facility entrance signs

These are the main signs at each entrance to each Parking Facility to indicate pay parking is in effect.
Where the lot is closed at night, the sign may also indicate closing hours and, if relevant, that vehicles will be towed

3 Signs pointing to Pay Stations

These signs will have wording similar to the several sets of wording shown in the examples on Exhibit 2 to this Appendix
They are only required in specific locations where Pay Station may not be clearly visible
Depending on the exact location, size and design of the Pay Stations, more of these signs may be required

4 Reminder signs

These signs are required at regular intervals in the Parking Facilities and in areas where visitors are exiting on foot
to remind them that pay parking is in effect and to purchase a ticket
Depending on the exact location, size and design of the Pay Stations, more of these signs may be required

5 Remember your license plate #

At present pay by license plate is only in effect at Creekside. This system is likely to be in use in future in most, possibly all, the Facilities
When that happens, a considerable number of these signs will be required

6 Other

This currently includes signs in the Park Board office lot indicating parking is reserved for staff & visitors
and signs pointing to Additional Parking at Coal Harbour parkade

SCHEDULE J - EXHIBIT 2



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SCHEDULE J - EXHIBIT 2



Vancouver Parks & Recreation
- Comprehensive Sign Plan

Drawing : Parking Signs
PK-General

Description :

- Powdercoated aluminum sign blanks (12 gauge aluminum - 0.080" thick) Signs in vulnerable locations can be made of thicker gauge aluminum.
- Pre-drilled holes in aluminum blanks for easy installation.
- Reflective white vinyl text and graphics. Text and graphics may be silk-screened if there is a substantial number of the same sign.
- Square steel posts powdercoated brown to resemble steel posts. Signs bolted directly to posts. Optional galvanized steel posts when in a vulnerable location. Sign is fastened to galvanized steel posts by a standard bracket.
- Standard sign sizes of 12" X 18" and 48" X 32". Both can be mounted either horizontal or vertical depending on the graphics
- Sonotube base for powdercoated posts.

Color Schedule:

- Powdercoat Blue - Ral 5015
or
Spar-Cal Premium Vinyl
Medium Blue # 1545
- Reflective White

Scale :
1/16" = 1.0"

JOHN PEACHEY & ASSOCIATES
INDUSTRIAL DESIGN & SIGNAGE

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APPENDIX 1
MANAGEMENT AGREEMENT (COPY)

APPENDIX 2
PROPOSAL (COPY)