

File No.: 04-1000-20-2020-454

December 10, 2020

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 August 18, 2020 for:

The most recent contract between EasyPark and the Vancouver Park Board to manage pay parking as of August 18, 2020.

All responsive records are attached. Some information in the records has been severed, (blacked out), under s.17(1) of the Act. You can read or download these sections here: http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00.

Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 business days from the date you receive this notice to request a review by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number assigned to your request (#04-1000-20-2020-454); 2) a copy of this letter; 3) a copy of your original request for information sent to the City of Vancouver; and 4) detailed reasons or grounds on which you are seeking the review.

Please do not hesitate to contact the Freedom of Information Office at foi@vancouver.ca if you have any questions.

Yours truly,

[Signature on file]

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.

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OPERATING AGREEMENT

THIS AGREEMENT is made effective as of the 1st day of February, 2018 and executed on the ___ day of January, 2019,

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 dba EasyPark
209-700 West Pender Street
Vancouver, British Columbia V6C 1G8**

(the "Operator")

BACKGROUND:

- A. The Park Board and the Operator entered into an Operating Agreement dated May 1, 2011 (the "First Agreement"), pursuant to which the Operator agreed to manage and operate the Parking Facilities for the Park Board for a term of five years on the terms and conditions set out in the First Agreement and in a manner generally consistent with the terms and conditions of a Management Agreement dated December 17, 1998 between the Operator and the City of Vancouver (the "Management Agreement");
- B. The Park Board and the Operator agreed to extend the term of the First Agreement until January 31, 2018; and
- C. The Park Board and the Operator now wish to enter into this Operating Agreement to set out the terms upon which and the conditions under which the Operator will manage and operate the Parking Facilities for the Park Board for the Term (defined below);

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) **“Equipment”** means the equipment meeting the standards and requirements set out in Schedule B or such standards and requirements as otherwise approved by the Park Board;
- (c) **“Extra-Municipal Parking Facilities”** has the same meaning given to such term in section 1.1.10 of the Management Agreement;
- (d) **“First Agreement”** has the meaning given to such term in Recital A to this Agreement;
- (e) **“Gross Revenue”** means, collectively, the Parking Fee Revenue and the Parking Violation Fee Revenue (net of all applicable taxes);
- (f) **“ICBC Agreement”** has the meaning given to such term in Section 6.5(d) of this Agreement;
- (g) **s.17(1)**
- (h) **“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 that 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 that 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;
- (i) **“Parking Fees”** means the fees payable by persons parking a motor vehicle in a Parking Facility, including fees payable for a parking pass under any vehicle pay parking system or a bus pay parking system (including daily, monthly or seasonal parking), which fee will be as set out in Schedule C, as amended by the Park Board in its sole discretion from time to time;
- (j) **“Parking Fee Operating Expenses”** means all direct expenses incurred by the Operator to manage the Parking Facilities (net of any goods and services tax) including but not limited to all costs and expenses relating to: Equipment (including posts and canopies), maintenance and repair of Equipment (including communication fees/pci compliance and warranty), insurance, signage, credit card and mobile platform transaction fees, ticket and paper stock/supplies including decals and hangers, locking and unlocking of gates, emergency customer service, security (if applicable), snow clearing (if applicable), hydro (if applicable), marketing (if applicable), specialized software subscriptions (if applicable) and janitorial (if applicable) and any bad debt expenses (if applicable);
- (k) **“Parking Fee Net Operating Margin ”** means Parking Fee Revenue less Parking Fee Operating Expenses less that portion of the Management Fee applicable to Parking Fee Revenue;

- (l) **“Parking Fee Revenue”** means the aggregate amount of money that the Operator collects in Parking Fees, net of applicable taxes;
- (m) **“Parking Violation Fees”** means fees payable by persons 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 in its sole discretion from time to time;
- (n) **“Parking Violation Fee Expenses”** means the outsourced expenses directly associated with parking violations and collecting Parking Violation Fees (net of any goods and services tax), including but not limited to enforcement patrol, enforcement patrol hardware/software equipment (including vehicles and associated costs), violation ticket stock, towing fees, credit card transaction fees associated with the payment of Parking Violation Fees and any third party collection service fees (but, for greater certainty, excluding Operator’s internal collection costs such as staffing, paper stock and consumables, postage and customer facing payment/appeal software applications/upgrades);
- (o) **“Parking Violation Fee Net Operating Margin”** means the Parking Violation Fee Revenue less the Parking Violation Fee Expenses less that portion of the Management Fee applicable to Parking Violation Revenue;
- (p) **“Parking Violation Fee Revenue”** means the aggregate amount of money that the Operator collects in Parking Violation Fees (net of applicable taxes);
- (q) **“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;
- (r) **“Pay Station”** includes a pay station dispenser, pay station dispenser post, parking meter, parking meter post, pay station signage, and any related equipment;
- (s) **“Proposal”** means the proposal submitted by the Operator in response to the Request for Proposal P2010-22 for Parking Management Services issued on October 5, 2010 by the Park Board, which resulted in the execution of the First Agreement;
- (t) **“Representative”** means the Park Board’s Manager Commercial Operations or his/her nominee;
- (u) **“Revenue Report”** means a report that meets the requirements set out in Schedule F and includes, but not limited to:
 - i. a statement, duly certified by a Certified Professional Accountant, showing the Gross Revenue for the reporting period;
 - ii. a statement showing the Parking Fee Net Operating Margin and the Parking Violation Fee Net Operating Margin for the reporting period; and
 - iii. a statement showing the Parking Fee Expenses and Parking Violation Fee Expenses for the reporting period;
- (v) **“Sign”** means a sign required for the proper and efficient operation of the Parking Facilities that meets the requirements set out by the Park Board as further described in Schedule J of this Agreement;

- (w) “Term” means the eighteen-month period commencing on February 1, 2018 and expiring at 11:59:59PM on July 31, 2019, and any extension terms occurring as a result of Section 2.2 of this Agreement;
- (x) “Vehicle Owner Information” has the meaning given to such term in Section 6.4 of this Agreement; and
- (y) “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) the Park Board’s 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 and Existing 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 manage and 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 may extend this Agreement for up to two (2) six (6)-month extension terms by providing the Operator with written notice prior to the expiration of the then-current term. Notwithstanding the foregoing, if the Park Board and the Operator continue to deal with each other in respect of the subject matter of this Agreement following the expiry of the initial eighteen-month term or any extension term, without any additional or other written agreement in respect thereof, this Agreement will be deemed to have been renewed on the same terms and conditions as before the expiry of the initial eighteen-month term or extension term until such time as either the Park Board or the Operator terminates this Agreement by providing at least ninety (90) days' written notice to the other party.

ARTICLE 3 MANAGEMENT AND OPERATION OF THE PARKING FACILITIES

3.1 Grant of Licence

Subject to the terms and conditions of this Agreement, the Park Board, to the extent it has the legal authority to do so but not otherwise, hereby grants to the Operator, for the Operator itself and for its officials, officers, employees, agents, consultants, and subcontractors, a non-exclusive licence for the Term to use the Parking Facilities to manage and operate the Parking Facilities in accordance with this Agreement and subject to the termination of this Agreement by the Park Board.

3.2 Operation of Parking Facilities Generally

The Operator will operate the Parking Facilities only for the parking of motor vehicles, in a neat, clean, proper, and efficient manner, to the reasonable satisfaction of the Park Board, and in a manner generally consistent with this Agreement, the Proposal, and the Management Agreement. Without limiting the generality of the previous sentence, 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 that 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) manage the sale and distribution of parking passes, as approved by the Park Board from time to time;
- (f) 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;
- (g) maintain parking facilities at Lot 68 - Creekside Community Centre, 64 - Coal Harbour Community Centre, and 65 - Roundhouse Community Centre in a clean and tidy condition at all times, including their surfaces, and adhere to all federal, provincial, and municipal laws and by-laws applicable to the operation of the Parking Facilities;
- (h) not suffer, cause, or permit any damage, waste, or injury to the Parking Facilities or any part thereof;
- (i) 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
- (j) 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.

3.3 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 3.3(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 (provided that Operator will not have any responsibility for the handling of taxable benefits relating to such free parking); and
- (d) collect in a timely manner, as further set out in Schedule I, all Parking Fees.

3.4 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 Report

The Operator will promptly account to the Park Board for all Gross Revenue and will remit all of the Gross Revenue, after deduction of the Parking Fee Operating Expenses, Parking Violation Fee Expenses and the Management Fees, on a monthly basis during the Term, together with the required reports to the Park Board as follows:

- (a) on or before the 15th day of each month, a Revenue Report in respect of the previous month;
- (b) 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
- (c) such other report for such other periods as the Park Board and the Operator agree on from time to time.

In addition, the Operator shall provide the Park Board with real time access to on-line revenue reporting (Smarking) and Equipment.

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 (which the parties acknowledge and agree does not include financing, labour, or market circumstances) 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 Audit Rights

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. In addition, at any time during the Term and after the expiration or earlier termination of this Agreement, the Park Board reserves the right to, at its cost except as contemplated in Section 4.5, audit the books, records, and accounts of the Operator relating to 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.

4.5 Variance

If an audit by the Park Board, or its representatives, pursuant to Section 4.4 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.

4.6 Payments to the City

The Park Board hereby authorizes the Operator from time to time and as directed to pay all amounts owing pursuant to this Article 4 to the City.

ARTICLE 5 FEES AND EXPENSES

5.1 Fees

Except as otherwise provided in this Agreement, during the Term and in consideration of the duties and services provided and performed by the Operator in accordance with this Agreement, the Park Board will pay the Operator the Management Fee (which will be deducted from payments to the Park Board as contemplated in Section 4.1).

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, or 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:

- (a) the Park Board enters into an agreement with any third party, except for Park Board or City of Vancouver staff, volunteers, or 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 by that third party for such use by six (6) percent; and
- (b) the Park Board permits a third party to utilize a Parking Facility for filming, then the Park Board will pay to the Operator an amount equal to six (6) percent of all revenue received by the Park Board in connection with the granting of rights to film at such Parking Facility, which amounts will be paid on an annual basis.

The Park Board will provide the Operator with such supporting calculations and documentation as may be reasonably requested by the Operator regarding any amounts paid or payable by the Park Board under this Section 5.2.

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 the parties will revise Schedule A to this Agreement to delete the affected Parking Facility. Upon receipt of such notice from the City, the Park Board may enter into an operating agreement with another entity for the management of the deleted Parking Facility. 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 90 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 and Park 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

Unless the Park Board provides the Operator with written notice stating otherwise during the Term, the Operator will 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 to Parking Violation Notices:

- (a) a Parking Violation Notice will be issued only after granting a fifteen-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) the Operator will provide to the Park Board its proposed schedule for sending unpaid Parking Violation Fees for collections and will amend such schedule as requested by the Park Board from time to time; and
- (e) the Park Board and the Operator will work collaboratively to determine and amend any parking violation policies and procedures, except that the Park Board will in its sole discretion establish such policies and procedures.

6.3 Towing for Parking Violations

The Operator may retain a towing company for the towing of vehicles for parking violations, which towing company may 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 may, in the event of the non-payment of Parking Violation Fees by parking customers, 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 may not 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) upon written notice and explanation of inquiry;
- (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 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 all Equipment 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) manage any theft or vandalism occurring to the Pay Stations and the other equipment supplied by the Operator;
- (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 (hardware and software) to the Pay Stations so that the Pay Stations always meet current industry standards; and
- (f) be responsible for obtaining the necessary permits required for the installation of the Equipment.

The Park Board acknowledges and agrees that the Operator will not be required to provide coin runs for change to the concessions at Second Beach, Third Beach, Sunset Beach and Infor Centre, nor any other concession.

7.2 Operator to Provide Tickets and Other Supplies

In addition to Parking Violation Notices, the Operator will 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

During the Term,

- (a) 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 Park Board'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 quoted to and approved by Park Board;
 - 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;

- (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; and
- (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 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 (the cost of which will be included in the Parking Fee Operating Expenses);
- (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 oblige 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 apparatuses or improvements.

9.2 Independent Contractor

For the Purposes of this Agreement, the Operator is an independent contractor and not the 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 that is part of a Parking Facility.

For greater certainty, the Park Board shall also be responsible for all Parking Fee Operating Expenses, Parking Violation Fee Expenses and Management Fees, which will be paid by way of deduction against Gross Revenue in accordance with Section 4.1.

**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 that 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) In addition to those mandatory insurance policies that the Operator is required to carry by any applicable laws, the Operator will take out and maintain in force, with a reputable insurance company legally authorized to conduct business in British Columbia, during the Term:

- i. commercial general liability insurance with coverage of not less than \$5,000,000 million per occurrence and at least \$5,000,000 million of annual aggregate coverage endorsing the Park Board and the City of Vancouver as additional insureds on a primary and non-contributory basis, containing a cross-liability or severability of interests clause, and covering personal injury, advertising liability, death, bodily injury, non-owned automobiles, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations, and operations of attached machinery;
- ii. cyber liability insurance with third party coverage for data or privacy breach matters for an amount not less than \$5,000,000 million per claim and at least \$5,000,000 million of annual aggregate coverage endorsing the Park Board and the City of Vancouver as additional insured on a primary and non-contributory basis;
- iii. motor vehicle liability insurance for owned and leased or licenced vehicles with coverage of not less than \$5,000,000 million per occurrence and at least \$5,000,000 million of annual aggregate coverage 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;
- iv. all-risks property insurance for the Operator's property and providing a waiver of subrogation in favour of the Park Board and the City of Vancouver;
- v. garage automobile policy insurance for damage to vehicles in the care, custody, and control of the Operator with coverage of at least \$5,000,000 million of annual aggregate coverage; and
- vi. comprehensive dishonesty, disappearance, and destruction insurance with coverage for the greater of the maximum dollar value exposed to employee dishonesty or the value of funds that could be available to employees at any one time during the Term and endorsing the Park Board and the City of Vancouver as additional insureds on a primary and non-contributory basis and covering:
 - A. employee dishonesty, including the loss of money, securities, and other property sustained by the Park Board and the City of Vancouver resulting from one or more fraudulent acts committed by an employee, subcontractor, or agent of the Operator;

- B. broad form money and securities, including the destruction, disappearance, or wrongful abstraction of money, securities, or other items collected by the Operator on behalf of the Park Board and the City of Vancouver; and
 - C. computer theft or funds transfer fraud of money, securities, or other items collected by the Operator on behalf of the Park Board and the City.
- (b) The Operator will ensure that all of the insurance policies that the Operator is required by law or by this Agreement to take out and maintain will require the insurer to provide the Park Board and the City of Vancouver with thirty (30) days' prior written notice of cancellation or notice of reduction in the coverage limit by endorsement.
 - (c) The Operator's liabilities under this Agreement will not be released or limited by the Operator taking out the insurance policies referred to in this section.
 - (d) As a condition precedent to any payment from the Park Board to the Operator under this Agreement, and as and when reasonably requested by the Park Board, the Operator will provide documentary evidence to the reasonable satisfaction of the Park Board that the insurance policies required by this section have been taken out and are being maintained throughout the Term.

ARTICLE 12 INDEMNIFICATION AND RELEASE

12.1 Indemnity

The Operator will indemnify and save harmless the Park Board, the City of Vancouver, and their respective officials, officers, 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 officials, officers, employees, and agents that are based upon or arise 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 indemnity does not apply in any case where the Park Board, the City of Vancouver, or their officials, officers, employees, or agents have been negligent or have acted or failed to act in a manner that amounts to willful misconduct. This indemnity will survive termination of this Agreement.

12.2 Release

The Operator hereby releases the Park Board and the City of Vancouver and each of their officials, officers, employees, and agents and agrees to fully indemnify and save harmless the Park Board and the City of Vancouver and their 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, or 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 negligent or have acted or failed to act in a manner that 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; or
- (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 that may be occasioned thereby.

13.2 Termination

- (a) 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.
- (b) 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 90 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 located in the Parking Facilities 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's Director of Legal Services.

ARTICLE 15 NOTICE

15.1 Notice

Any notice, demand, 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: Chief Executive Officer

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, and others engaged in or upon any work or service that 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.

To the extent it is required by law, the Operator will for the Term be and act as the prime contractor, as that term is defined in the *Workers Compensation Act* (British Columbia), for the Parking Facilities and the Operator assumes responsibility for the health and safety of all persons at the Parking Facilities in accordance with the provisions of the *Workers Compensation Act* (British Columbia) relating to the Operator's designation as prime contractor.

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 that 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 Time of the Essence

The Park Board and the Operator acknowledge and agree that time is of the essence with respect to this Agreement.

16.8 Entire Agreement

This Agreement constitutes the entire agreement between the Park Board and the Operator with respect to the subject matter of this Agreement and cancels and supersedes any prior understandings and agreements between the parties with respect to the subject matter of this Agreement. There are no representations, warranties, terms, conditions, undertakings, or collateral agreements, express, implied, or statutory, between the parties in relation to the subject matter of this Agreement other than as expressly set forth in this Agreement.

16.9 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.

16.10 Further Assurances

Each party agrees to do all things and execute all deeds, instruments, transfers, or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

16.11 Severance

If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable, or otherwise unenforceable, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby. If any term or condition of this Agreement is found to be illegal, invalid, ineffective, inoperable, or otherwise unenforceable, but would not be so if some part of it were deleted, the term or condition shall apply with such modifications as may be necessary to make it enforceable.

16.12 Independent Legal Advice

Each of the Park Board and the Operator acknowledges and agrees that they have received the level of independent legal advice they each deemed necessary before entering into this Agreement.

16.13 Representative


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

16.14 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. Either party may execute this Agreement by signing any counterpart document.

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



MALCOLM BREMMER, GENERAL MANAGER
Print Name and Title

PARKING CORPORATION OF VANCOUVER



Authorized Signatory

Nigel Bullus

Print Name and Title

SCHEDULE A

Parking Facilities

Lot	Address	Spaces
EP-34	872 Richards (856-872) (Smithe and Richards)	71
EP-62	STANLEY PARK - various	2569
EP-63	BEACH AVENUE - various (Between Bidwell St. & Aquatic Centre)	205
EP-64	480 BROUGHTON - COAL HARBOUR CC - Parkade only, not lot outside)	154
EP-65	181 Roundhouse Mews ROUNDHOUSE CC (underground only)	92
EP-66	KITSILANO - various	323
EP-67	QUEEN ELIZABETH PARK - various	350
EP-68	1 Athletes Way - CREEKSIDE CC (underground only)	100
EP-69	JERICO - Various	171
EP-70	VANIER GRAVEL	36
EP-71	VANIER PARK - WATERFRONT	164
EP-87	Empire Fields - 3311 EAST HASTINGS (adjacent to Hastings St. only)	73
EP - 35	501 Denman St - Devonian Park	143

SCHEDULE B

NEW AND EXISTING EQUIPMENT TO BE PROVIDED BY THE OPERATOR

EXISTING

The Operator will continue to supply at no rental or lease cost the 95 meters currently in place that were installed between 2011 - 2016 (2011 - 79 meters, 2013 - 1 meter, 2014 - 1 meter, 2015 - 7 meters, 2016 - 2 meters) 2017 - 2 meters and currently in 2018 - 3 meters) at the following Lots:

Lot #	Address	Spaces
EP-34	872 Richards (856-872) (Smithe and Richards)	71
EP-62	STANLEY PARK - various	2569
EP-63	BEACH AVENUE - various (Between Bidwell St. & Aquatic Centre)	205
EP-64	480 BROUGHTON - COAL HARBOUR CC - Parkade only, not lot outside)	154
EP-65	181 Roundhouse Mews ROUNDHOUSE CC (underground only)	92
EP-66	KITSILANO - various	323
EP-67	QUEEN ELIZABETH PARK - various	350
EP-68	1 Athletes Way - CREEKSIDE CC (underground only)	100
EP-69	JERICO - Various	171
EP-70	VANIER GRAVEL	36
EP-71	VANIER PARK - WATERFRONT	164

NEW

501 Denman Street, Lot 35

On October 1 2017, the Park Board took over the management of the Lot at Devonian Park at 501 Denman and added the site to the Operating Agreement

Lot #	Address	Spaces
EP - 35	501 Denman St - Devonian Park	143

One new Digital Luke II meter was installed at Lot 35 by EasyPark and is supplied without lease or rental cost by EasyPark for the duration of the Operating Agreement

Ownership of Pay Stations

Pay Stations will be owned by the City as they are funded as part of Operator's Capital Budget, whether on initial purchase or on a lease buy-out.

SCHEDULE C

PAY PARKING RATES & HOURS OF OPERATION

- Parking fees paid at pay stations (hourly, daily, evening) are shown inclusive of all taxes (GST & parking tax).
- 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 January 1, 2018 and are subject to change.
- Unless otherwise noted, pay parking is in effect during all opening hours.

Stanley Park (Lot 62)

April 1 st - September 30 th	pay parking in effect 6:00am - 10:00pm
Hourly rate	\$3.50
Daily rate	\$13.00
Monthly pass	\$23.00 (Permitted Artists only) \$25.00 (for Business staff only)

October 1 st - March 31 st	pay parking in effect 7:00am - 10:00pm
Hourly rate	\$2.50
Daily rate	\$7.00
Monthly pass	\$21.00 (Permitted Artists only) \$24.00 (for Business staff only)

Season pass valid April 1st - September 30th \$225.00 (cannot be prorated)

Off season pass valid October 1st - March 31st \$120.00 (cannot be prorated)

Annual pass valid 12 months from date of issue \$345.00

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

Season and Annual Passes are available to the public.

Beach Avenue Loops & Sunset Beach (Lot 63)

Open 6:00am - midnight

Hourly rate	\$3.50
Daily rate	\$13.00

Aquatic Centre (Lot 63)

Open 5:00am - midnight

Hourly rate	\$3.50
Daily rate	\$13.00
Monthly pass (non One pass holders)	\$85.00
Monthly pass (One Pass holders)	\$50.00

Roundhouse (Lot 65)

Open 7:00am - 11:00pm

Hourly rate	7:00am - 6:00pm	\$3.50
Daily rate	7:00am - 6:00pm	\$15.00(available w/e & holidays only)
Evening rate	6:00pm - 11:00pm	\$5.00
Monthly pass		\$190.00

Coal Harbour Community Centre (Lot 64)

Open 24 hours

Hourly rate	6:00am - 6:00pm	\$3.50
Daily rate	6:00am - 6:00pm	\$16.00
Evening per 90 minutes	6:00pm - 6:00am	\$3.50
Evening rate maximum	6:00pm - 6:00am	\$8.00
Monthly pass		\$200

Queen Elizabeth Park (Lot 67)

Open 6:00am - midnight

April 1 st - September 30 th		
Hourly rate		\$3.50
Daily rate		\$13.00
October 1 st - March 31 st		
2 hour rate		\$2.50
Daily rate		\$7.00
Annual pass		\$140.00

Kitsilano Beach (Lot 66)

Arbutus/Cornwall lot - open 6:00am - 2:00am

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

April 1 st - September 30 th		
Hourly rate		\$3.50
Daily rate		\$13.00

October 1 st - March 31 st	
2 hour rate	\$2.50
Daily rate	\$7.00

Monthly staff parking passes - sold to Boathouse Restaurant only \$24.00 (plus tax)

Vanier Park (Lot 70) Gravel Lot

Open 6:00am - 11:00pm

Hourly rate	\$2.50
Daily rate	\$8.50

Vanier Park (Lot 71)

Open 6:00am - 10:00pm

Daily rate	
Vehicle and trailer	\$20.00
Vehicle only	\$12.00
Hourly rate	
Vehicle only	\$3.50

Seasonal pass - for vehicle and trailer only (valid insurance for both and matching registered owner)

April - September \$150.00

Jericho Beach (Lot 69)

Jericho East 6:00am - 10:00pm (pay parking all year round)
 Youth Hostel 24 hours (with pass from Youth Hostel: April 1st - September 30th only)

Service Yd South 6:00am - 10:00pm (April 1st - September 30th only)

Service Yd North 6:00am - 10:00pm (April 1st - September 30th only)

Sailing Centre 6:00am - 10:00pm (April 1st - September 30th only)

Hourly rate	\$3.50
Daily rate	\$13.00
Season pass	\$87.00

Creekside Community Recreation Centre (Lot 68)

Open 6:30am- 1:00am

Hourly rate	6:30am - 6:00pm	\$3.50
Daily rate	6:30am - 6:00pm	\$13.00
Evening rate	6:00pm - 1:00am	\$6.00
Monthly pass		\$148.00

Smithe and Richards (Lot 34)

Open 24 hours

Half hour rate	6:00am - 6:00pm	\$2.25
Daily maximum rate	6:00am - 6:00pm	\$12.75
Evening rate	6:00pm - 6:00 am	\$12.00
Event Rate	\$15.00 (meter); \$12.00 (EP app only)	

Empire Fields (Lot 87)

Open 6:30am- 11:00pm

Hourly rate (maximum 3 hours/day)	\$1.50
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Devonian Park (Lot 35)

Open 24 hours

Half hourly rate	6:00am - 6:00pm	\$2.50
Daily maximum rate	6:00am - 6:00pm	\$15.00 (EP App \$14.50)
Evening rate flat	6:00pm - 6:00am	\$12.00
Monthly pass		
Vehicle	\$125	
Oversized	\$185	
Annual pass		
Marina users	\$1,050 (with valid moorage contract)	

Bus Parking - Stanley Park & Queen Elizabeth Park

- Annual passes are transferable between a company’s buses and tour vans, daily passes are not
- One daily or annual pass is valid in both parks on the same day
- Buses carrying school aged children on educational visits only are exempt. School must apply for pass in advance.
- 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.

Daily rate	11 seats and under	\$16.00
	12 - 24 seats	\$27.00
	25 seats or over	\$48.00
Annual pass	11 seats and under	\$675.00
	12 - 24 seats	\$965.00
	25 seats or over	\$1,400.00
	Hop on hop off	\$1,400.00

SCHEDULE D
PARKING VIOLATION FEES

Parking Violation Fees must be approved by the Park Board. Current rates are:

Motor Vehicles (except buses):

Parking Violation Fee \$40.00 inclusive of taxes

After 7 days, escalating to \$75.00 inclusive of taxes

After 21 days, escalating to \$100 inclusive of taxes

After 90 violations may go to 3 party collections

Buses

Parking Violation Fee \$100.00 inclusive of taxes

after 21 days, escalating to \$150.00 inclusive of taxes

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 6:30am - 1:00 am
Security gate closed at 1:00 am (access to lot is controlled by Community Centre)	
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 AND OPERATIONAL 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 analyses of Gross Revenues, Parking Fee Operating Expenses, Parking Violation Fee Expenses and/ or of Pay Station operations.

Revenue Report

- 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).

Operational Reports

Operator will provide online access to all reporting, data and metrics as determined by Park Board, related to the Parking Facilities.

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 or of the subcontractor
- 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.

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 implementation of the blue & white signage specifically relating to pay parking, as noted below and on the attached Exhibits 1 and 2 to this Schedule, costs of which are transferred to the Park Board.

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

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 (the cost of which will be included in the Parking Fee Operating Expenses).

3. 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.

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SCHEDULE J - EXHIBIT 2

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APPENDIX 1
MANAGEMENT AGREEMENT (COPY)

