

File No.: 04-1000-20-2024-512

August 13, 2024

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 8, 2024 under the *Freedom of Information and Protection of Privacy Act* for:

Current contract/operating agreement between EasyPark and the Vancouver Park Board to manage pay parking.

All responsive records are attached.*

*Please note, the responsive record is a non-binding Statement of Services and Responsibilities which governs the referenced parking lots therein.

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 (2024-512); 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,

[Signed by Cobi Falconer]

Cobi Falconer, MAS, MLIS, CIPP/C
Director, Access to Information & Privacy

If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. You may also contact 3-1-1 (604-873-7000) if you require accommodation or do not have access to email.

Encl. (Response Package)

:pm

STATEMENT OF SERVICES AND RESPONSIBILITIES

EasyPark - Service Provider

City of Vancouver and the Vancouver Board of Parks and Recreation - Clients

Contents

BACKGROUND	1
SECTION 1: DEFINITIONS	2
1.1 DEFINITIONS	2
SECTION 2: PARKING SERVICES	5
2.1 PARKING SERVICES	5
2.2 RATES AND RATE SETTING	5
2.3 PARKING FEES AND HOURS OF OPERATION	5
2.4 INSTALLATION AND MAINTENANCE OF SIGNS	6
2.5 PARKING PERMIT(S) AND PARKING PASS(ES).....	6
2.6 ENFORCEMENT OF BYLAWS AND POSTED PARKING FEES.....	6
2.7 PARKING VIOLATION NOTICES & FEES.....	6
2.8 TOWING FOR PARKING VIOLATIONS.....	7
2.9 USE OF VEHICLE OWNER INFORMATION	7
SECTION 3: PARKING FACILITIES	8
3.1 OPERATIONS OF PARKING FACILITIES	8
3.2 PARKING FACILITIES LIST	8
3.3 USE OF PARKING FACILITIES.....	8
3.4 CHANGE OF USE OF PARKING FACILITIES.....	8
3.5 ADDITION AND DELETION OF PARKING FACILITIES.....	8
3.6 NON-CITY CLIENTS	8
SECTION 4: MAINTENANCE REQUIREMENTS	10
4.1 ASSET MAINTENANCE	10
4.2 MAINTENANCE SERVICE LEVEL AGREEMENT (SLA).....	10
4.3 CITY AND PARK BOARD ENTITLED TO PERFORM SERVICES	10
SECTION 5: CUSTOMER SERVICE MANAGEMENT	11
5.1 CUSTOMER CHANNEL MANAGEMENT.....	11
5.2 CUSTOMER SERVICES	11
SECTION 6: BUDGETS	12
6.1 BUDGET SCHEDULE.....	12
6.2 BUDGET PROCESS.....	12
SECTION 7: REMITTANCES, REPORTING AND COMPLIANCE	13
7.1 REMITTANCES.....	13
7.2 PLANS	13
7.3 PERFORMANCE AND FACILITIES REPORTS	13

7.4 FINANCIAL REPORTING..... 14
7.5 PAYMENT CARD INDUSTRY (PCI) COMPLIANCE..... 14
7.6 COMMERCIAL AGREEMENTS..... 15
7.7 UNION AGREEMENTS..... 15
7.8 PROCUREMENT COMPLIANCE 15
7.9 FREEDOM OF INFORMATION 15

SECTION 8: INSURANCE REQUIREMENTS 16

8.1 NO ACTS INCREASING INSURANCE 16
8.2 INSURANCE 16
8.3 CITY INSURANCE 17

SECTION 9: CITY AND EASYPARK STRATEGIC PRIORITIES 18

9.1 COLLABORATION 18
9.2 POLICY ALIGNMENT 18

SCHEDULE A: PARKING FACILITIES..... 20

Background

- a) Parking Corporation of Vancouver dba EasyPark (“EasyPark”) manages and operates parking facilities for parking facility owners and lessees.
- b) The City of Vancouver (the “City”) and EasyPark are related entities. The City owns 6 of the 10 (majority) Class A voting shares and all of the Class B non-voting participating shares in the capital of EasyPark. The City and the Vancouver Board of Parks and Recreation (the “Park Board”) are also related organizations.
- c) The City owns or leases the parking facilities in Vancouver, BC that are listed as “City Parking Facilities” in Schedule A (the “City Parking Facilities”).
- d) The Park Board is responsible for on-street parking and the parking facilities in the parks in Vancouver, BC that are listed as “Park Board Parking Facilities” in Schedule A (the “Park Board Parking Facilities”).
- e) The City, the Park Board, and EasyPark (the “Parties”) have created this Statement of Services and Responsibilities to (1) state the services that EasyPark will provide at the Parking Facilities (defined below) for the City and the Park Board and (2) to list the operational responsibilities that each Party will have at the various Parking Facilities.
- f) The City, the Park Board, and EasyPark will work together under the terms of this Statement of Services and Responsibilities starting on the date that they have all signed it. This Statement of Services and Responsibilities will not, however, be legally binding upon the Parties. Since the Parties are related entities, this Statement of Services and Responsibilities does not require a term or a termination date.
- g) This Statement of Services and Responsibilities does not contain detailed operational data, such as parking violation fees, rates, maintenance service level agreements, hours of operation, or parking grace periods. The Parties will regularly update this information and store it in a Shared Folder (defined below) that each Party can access.
- h) This Statement of Services and Responsibilities does not in any way restrict or limit EasyPark’s corporate power and authority, limit or vary the powers or duties of the directors of EasyPark at law, or fetter the discretion of the directors of EasyPark.
- i) The City, the Park Board, and EasyPark may agree to amend this non-binding Statement of Services and Responsibilities in writing at any time in the future and at a minimum will review on an annual basis.

Definitions

SECTION 1: DEFINITIONS

1.1 Definitions

- a) **"Budget"** means the estimate of annual Revenue, Operating Costs, Net Revenue and Capital Costs for EasyPark related to the Parking Facilities and Non-City Clients prepared in sufficient detail, description and format as specified by the City.
- b) **"Business Case"** means the value proposition for the proposed initiative or project or Non-City Client proposal that may include financial and non-financial benefits as agreed upon with the City.
- c) **"Capital Costs"** means those costs and expenses incurred by EasyPark in carrying out physical improvements, in supplying equipment, technology hardware and software for the carrying out of the Services including, without limitation, the estimates of annual Repairs to the Parking Facilities under the terms of this Statement of Services and Responsibilities, estimates of which are set out, line by line, in the capital Budget.
- d) **"City & Park Board"** means the City of Vancouver and the Vancouver Board of Parks and Recreation.
- e) **"City Parking Facilities"** means City parking facilities listed in Schedule A including but not limited to all 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 or that are part of those parking facilities.
- f) **"City Representative(s)"** means the designated City staff member(s) who will be selected depending on the nature of the request or discussion.
- g) **"Net Financial Return"** means Net Revenue minus Capital Costs and is interpreted to mean net available revenue.
- h) **"Net Revenue"** means Revenue minus corresponding Operating Costs. Net Revenue is subject to cash flow timing between accounts payable and receivable, and recognizes the existence of a cash reserve for contingency purposes.
- i) **"Non-City Clients"** means clients other than the City and Park Board to which EasyPark could be providing parking services.
- j) **"Non-City Parking Facilities / Lots"** means parking facilities managed by EasyPark under separate agreements with Non-City Clients.
- k) **"Operating Costs"** means those costs and expenses incurred by EasyPark relating to EasyPark's carrying out of the Services, not related to the Non-City Parking Facilities / Lots, under the terms of this Statement of Services and Responsibilities, estimates of which are set out, line by line, in the Budget.
- l) **"Park Board Parking Facilities"** means Park Board parking facilities listed in Schedule A including but not limited to all 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 or that are part of those parking facilities.

- m) **“Parking Facilities”** means City Parking Facilities and Park Board Parking Facilities, as amended from time to time in accordance with Section 3.5, including but not limited to all 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 or that are part of those parking facilities.
- n) **“Parking Fee(s)”** means the fees payable by persons parking a motor vehicle or other approved uses in a Parking Facility, including fees payable for a Parking Permit under any vehicle pay parking system or a bus pay parking system.
- o) **“Parking Pass(es)”** means free of charge (FOC) digital parking pass(es) privileges provided to staff, volunteers or other parties as approved by the City or Park Board, self-managed by the City and Park Board through a client portal utilizing licence plates for all pass holders, which includes daily, monthly, or seasonal parking at the specified Parking Facility. The parking pass is not transferable. There are no fees payable for these parking passes.
- p) **“Parking Permit(s)”** means a paid digital ‘permit (s)’ utilizing customers’ licence plates, managed by EasyPark through mobile software platforms, which includes daily, monthly, or seasonal parking. The permit(s) is valid only at the specified parking facility and is not transferable. Fees are collected by EasyPark and are applied to the corresponding parking facility.
- q) **“Parking Related Activities”** means activities that includes but is not limited to trailer parking, storage, circus setup for film crew, loading/traffic control, hoarding/construction set-up; bicycle storage, waterless car wash station, in addition to traditional motor vehicle or bus parking.
- r) **“Parking Violation Fees”** means fees payable by persons issued a Parking Violation Notice for parking a motor vehicle or other approved uses in a Parking Facility in violation of the posted rules.
- s) **“Parking Violation Notice”** means a notice for a parking violation issued by EasyPark to a person parking a motor vehicle or other approved uses in a Parking Facility in violation of the posted parking rules.
- t) **“Plans”** means the plans outlined in Section 7.2.
- u) **“Repairs”** means repairs, replacements, alterations, additions, changes, substitutions or improvements, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, to the Parking Facilities.
- v) **“Revenue”** means all revenue accrued in carrying out the matters contemplated by this Statement of Services and Responsibilities including, without limitation, the following:
 - i. Revenues generated from Parking Related Activities on operations carried out by EasyPark in the Parking Facilities.
 - ii. Rents, commissions and fees concerning all business, including advertising, carried on by EasyPark in or around the Parking Facilities.
 - iii. Interest income earned on the cash reserve and on funds to be remitted to the City;
 - iv. All other income, together with the details thereof, satisfactory to the City.

- w) **“Service Level Agreement (SLA)”** means a non-binding maintenance service agreement that states the fiscal and service responsibilities of EasyPark, the City, the Park Board, and third parties at specific Parking Facilities.
- x) **“Services”** means those obligations of EasyPark relating to its operation and maintenance of the Parking Facilities under the terms of this Statement of Services and Responsibilities.
- y) **“Shared Folder”** means an online storage location specified by the City where the Parking Facilities current enforced operational data such as rates, hours of operation, maintenance Service Level Agreements, parking violation fees, parking grace periods supporting this Statements of Services and Responsibilities will be stored. This location will be managed by the City with access provided to EasyPark.
- z) **“Signs”** means the signage required for the parking operations at the Parking Facilities and excludes billboards and other marketing signage.
- aa) **“Vehicle Owner Information”** has the meaning given to such term in Section 2.10 of this Statement of Services and Responsibilities.

Parking Services

SECTION 2: PARKING SERVICES

2.1 Parking Services

- a) EasyPark will manage and operate the Parking Facilities, safely, securely and aligned with the responsibilities set out in the applicable Service Level Agreement (SLA) for that Parking Facility.
- b) EasyPark may provide additional services at Parking Facilities, such as the construction of capital projects. The Service Level Agreement will outline any additional management fees approved by the City and charged by EasyPark for these services.

2.2 Rates and Rate Setting

- a) EasyPark will provide annually to the City [contract manager/lot owner representative] a list of rates for review for their associated Parking Facilities, to be enforced in the City Parking Facilities. EasyPark will store these rates in the Shared Folder.
- b) The Park Board [Manager Commercial Operations or their nominee] will provide annually to EasyPark a list of rates for the Park Board Parking Facilities, to be enforced in the Park Board Parking Facilities. EasyPark will store these rates in the Shared Folder.
- c) The City [contract manager/lot owner representative] or Park Board [Manager Commercial Operations or their nominee] may direct EasyPark from time to time to modify and update the rates to be enforced for their associated Parking Facilities.
- d) EasyPark may from time to time modify and update the rates to be enforced for City Parking Facilities.
- e) EasyPark will review and assess the rates on all Parking Facilities, when appropriate and at least annually, and propose rate setting strategy changes to both the City [contract manager/lot owner representative] and the Park Board [Manager Commercial Operations or their nominee] for their associated Parking Facilities.
- f) EasyPark will seek approval from the City [contract manager/lot owner representative] or Park Board [Manager Commercial Operations or their nominee] ahead of implementing any special parking discounts or subsidies for their associated Parking Facilities above an agreed upon threshold.
- g) EasyPark will maintain reporting on the rates enforced for each Parking Facility, including any discounted or subsidized parking rates, on a monthly basis, and share with the City & Park Board for their respective Parking Facilities when requested.

2.3 Parking Fees and Hours of Operation

- a) EasyPark will charge and collect a Parking Fee from all persons parking a motor vehicle or other approved uses in a Parking Facility, and EasyPark will:
 - i. Ensure that all tickets, physical and electronic, provided as evidence of payment of a Parking Fee indicate the location, date, time of purchase, amount paid and expiry time;
 - ii. Deposit in a timely manner all Parking Fees collected or received by EasyPark in accounts specified by the City.

b) Hours of Operation:

- i. EasyPark will provide annually to the City [contract manager/lot owner representative] for review a list of the associated hours of operation for the City Parking Facilities. EasyPark will store the hours of operation in the Shared Folder;
- ii. The Park Board [Manager Commercial Operations or their nominee] will provide EasyPark at least annually with a list of hours of operation to be enforced for their associated Park Board Parking Facilities. This will also include any lots with access barriers requirements for opening and closing. EasyPark will store the hours of operation in the Shared Folder;
- iii. The City [contract manager/lot owner representative] or Park Board [Manager Commercial Operations or their nominee] may direct EasyPark from time to time to modify and update the hours of operation to be enforced for their associated Parking Facilities.
- iv. EasyPark may from time to time modify and update the hours of operation to be enforced for City Parking Facilities.

2.4 Installation and Maintenance of Signs

- a) EasyPark will provide, install, repair, and maintain sufficient signs for the Parking Facilities, clearly indicating all terms and conditions of parking privileges as directed by the City or Park Board for their respective Parking Facilities.
- b) EasyPark will notify the Park Board before installing any new signs in any Park Board Parking Facilities.

2.5 Parking Permit(s) and Parking Pass(es)

- a) EasyPark will manage the sale of Parking Permits for the Parking Facilities.
- b) EasyPark will issue free of charge Parking Passes at the request of the City & Park Board for parking in a Parking Facility, as required from time to time.
- c) EasyPark will maintain a monthly report for all outstanding free of charge Parking Passes and share with the City & Park Board for their respective Parking Facilities when requested.
- d) The City, including PNE, PB, Vancouver Public Library and other parties as applicable, will on an annual basis, review free of charge permits and the validity of the plates enrolled.

2.6 Enforcement of Bylaws and Posted Parking Fees

- a) EasyPark will patrol the Parking Facilities on a regular basis to ensure compliance with the posted rules of the Parking Facilities and will issue Parking Violation Notices.
- b) EasyPark will facilitate the lawful removal of violating vehicles if applicable for the specific Parking Facility.

2.7 Parking Violation Notices & Fees

- a) EasyPark will provide annually to the City [contract manager/lot owner representative] a summary of Parking Violation Fees, to be enforced for the City Parking Facilities listed in Schedule A. EasyPark will store the Parking Violation Fees in the Shared Folder.

- b) The Park Board [Manager Commercial Operations or their nominee] will provide EasyPark at least annually with a summary of the Parking Violation Fees to be enforced for the Park Board Parking Facilities. EasyPark will store the Parking Violation Fees in the Shared Folder.
- c) Unless the City & Park Board provides EasyPark with written notice stating otherwise, EasyPark 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:
 - i. The City & Park Board will work collaboratively with EasyPark to determine and amend any parking violation policies and procedures, except that the City & Park Board may from time to time in its sole discretion establish such policies and procedures;
 - ii. Both EasyPark and the City & Park Board may cancel any Parking Violation Notice issued by EasyPark for their respective Parking Facilities;
 - iii. The City & Park Board will provide annually any grace periods to be extended after a vehicle is observed to be parking in a Parking Facility or after expiration of a ticket. EasyPark will store these grace periods in the Shared Folder.

2.8 Towing for Parking Violations

- a) EasyPark may, retain a towing company for the towing of vehicles for parking violations, and the towing company may charge and collect, by lawful means, a fee for the towing of a vehicle, provided that EasyPark obtains the prior written approval of the City & Park Board with respect to:
 - i. The person or company engaged for provision of towing services; and
 - ii. The parking violations criteria for which a vehicle may be towed.

2.9 Use of Vehicle Owner Information

- a) EasyPark will use the Vehicle Owner Information only for the purposes of collecting Parking Violation Fees and for no other purpose whatsoever. EasyPark will abide by all applicable privacy legislation.
- b) EasyPark 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 EasyPark) including, without limitation, any affiliate.
- c) EasyPark will, in the event that it provides the Vehicle Owner Information to EasyPark's employees or EasyPark'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 Statement of Services and Responsibilities.
- d) EasyPark will, without limiting the generality of the foregoing, maintain in good standing and in full force and effect the "Access to Information Agreement" or such other agreement 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, EasyPark will, upon the request of the City from time to time, provide to the City a fully executed and certified copy of the ICBC Agreement.

Parking Facilities

SECTION 3: PARKING FACILITIES

3.1 Operations of Parking Facilities

- a) EasyPark will operate the Parking Facilities for the parking of motor vehicles, bike parking and other approved uses in a neat, clean, proper, and efficient manner, to the reasonable satisfaction of the City & Park Board, and in a manner generally consistent with this Statement of Services and Responsibilities and supported by any applicable maintenance Service Level Agreement for a Parking Facility.

3.2 Parking Facilities List

- a) The City and EasyPark acknowledge that certain Parking Facilities may involve additional third parties, the details of which will be contained in the supporting Service Level Agreement for the respective Parking Facility.
- b) Refer to Schedule A for the list of Parking Facilities.

3.3 Use of Parking Facilities

- a) EasyPark is only permitted to use the Parking Facilities for Parking Related Activities as specified in this Statement of Services and Responsibilities, unless explicit prior consent and approval is obtained by the City or Park Board for their respective Parking Facilities.

3.4 Change of Use of Parking Facilities

- a) The City or Park Board may request EasyPark to change the use, temporarily or permanently, of all or a portion of a Parking Facility by giving EasyPark sixty (60) days written notice thereof, unless otherwise mutually agreed to.
- b) EasyPark may request for approval the City or Park Board to change the use, temporarily or permanently, of all or a portion of a Parking Facility.

3.5 Addition and Deletion of Parking Facilities

- a) The City and Park Board may add or delete one or more Parking Facilities to Schedule A by giving EasyPark thirty (30) days' written notice and an updated copy of Schedule A. The City and the Park Board will keep an updated copy of Schedule A in the Shared Folder.
- b) If there is an emergency or a serious health or safety concern, the City and Park Board may immediately delete the Parking Facility by giving EasyPark written notice thereof.

3.6 Non-City Clients

- a) Any Non-City Client contracts entered into by EasyPark for parking management must be financially self-sustaining. Contracts for Non-City Clients must be:
 - i. Within Metro Vancouver, BC boundaries; and,
 - ii. Supported by a Business Case with clear profit margin.
- b) EasyPark requires written approval from the City prior to responding to any potential Non-City Client contracts for parking management outside of Metro Vancouver, BC.

- c) EasyPark will not perform greater than 10% of its activities outside Vancouver, BC unless they have consulted with the City and performed appropriate tax planning to ensure the existing activities are not deemed to be taxable.
- d) EasyPark will provide the City, when requested, with a list of all Non-City Client contracts and corresponding Business Cases to review to determine compliance.
- e) The City may give a minimum sixty (60) days' notice to require EasyPark to cease the agreement and the management of one or more of the parking lots that form part of the Non-City Parking Facilities.

Maintenance Requirements

SECTION 4: MAINTENANCE REQUIREMENTS

4.1 Asset Maintenance

- a) The joint objective of the City and Easy Park as it relates to asset maintenance covered under this Statement of Services and Responsibilities, including systems related to HVAC, mechanical (including elevators), infrastructure, exterior lighting, major structural, and site service is to:
 - i. Ensure the safe, efficient and continued operation of the assets;
 - ii. Ensure compliance with all legislated and regulatory requirements;
 - iii. Optimize the lifecycle of the assets.
- b) As such, Easy Park will provide the City with a maintenance plan for review by the City, outlining how they intend to maintain, monitor and operate the assets, which includes an annual preventative maintenance program, inspection frequency, expertise requirements, response times, and emergency response procedures.
- c) The City will provide guidance and direction to enhance preventive and predictive maintenance programming to support efficiencies, establish service standards and levels, and share best practices with EasyPark.
- d) Regular meetings to facilitate communication, flag issues and identify and escalate capital maintenance needs will be established between EasyPark and the City.

4.2 Maintenance Service Level Agreement (SLA)

- a) The City and Park Board will provide Service Level Agreements to EasyPark for the Parking Facilities that may be amended from time to time by the City & Park Board.
- b) Service Level Agreements are intended to clarify the fiscal and service responsibilities to better inform and guide the City, Park Board and EasyPark in the maintenance of the Parking Facilities.
- c) The Service Level Agreement will outline any additional management fees approved by the City and charged by EasyPark for services rendered.
- d) The Service Level Agreements will be stored in the Shared Folder.

4.3 City and Park Board Entitled to Perform Services

- a) Notwithstanding anything else contained in the Statement of Services and Responsibilities, if the City considers it necessary or desirable, the City & Park Board will be entitled to perform, from time to time, some of the building maintenance services as it deems necessary.

Customer Service Management

SECTION 5: CUSTOMER SERVICE MANAGEMENT**5.1 Customer Channel Management**

- a) EasyPark will provide the ability for customers to contact EasyPark by phone, email, app, online chat and in person. All of EasyPark's Customer Service Representatives should be fully trained to handle violation appeals, and a dedicated customer call centre should be made available.

5.2 Customer Services

- a) Customer Contacts;
 - i. EasyPark's staff and contractors must be fully trained and be customer service oriented;
 - ii. EasyPark will manage and respond to customer contacts within agreed service levels. Service levels will be defined by EasyPark and reviewed by the City annually;
 - iii. Easy Park will provide user support for all self-serve channels; and,
 - iv. EasyPark will accept, handle, respond to, answer and fulfill all enquiries and complaints via all contact channels in a timely fashion as defined by EasyPark.
- b) Customer Disputes;
 - i. EasyPark will accept, handle and manage customer disputes in a timely fashion as defined by EasyPark;
 - ii. EasyPark must offer a dispute resolution process; and,
 - iii. EasyPark will record and accurately track reasons for disputes.
- c) EasyPark will provide customer service metrics as part of the monthly financial reporting specified in Section 7.4.

Budgets

SECTION 6: BUDGETS

6.1 Budget Schedule

- a) EasyPark will submit a draft Budget on a schedule specified annually by the City providing sufficient time to be included in the City's overall budget process including Council approval. The schedule will allow time for City review, comment and adjustment resulting in the City's required approval in principle prior to EasyPark Board approval. The schedule will be developed in consultation with EasyPark and accommodate to the extent possible reasonable time allowances for each step in the process, participant availability and operational considerations.

6.2 Budget Process

- a) Prior to the commencement of the preparation of detailed annual operating and capital budgets EasyPark and City Representatives will meet to discuss:
 - i. The financial results and key performance indicators of the previous fiscal year;
 - ii. Current year to date financial results and performance metrics; and,
 - iii. A rate review report including EasyPark's and competitor rates.
- b) Following the discussion from item 6.2 a) the City will advise EasyPark of the financial objectives to be considered in the preparation of the annual budget and the City will advise EasyPark on anticipated operational impacts to the Parking Facilities.
- c) EasyPark management will consult with the EasyPark Finance and Audit committee on the financial objectives and then prepare high level operating assumptions to be approved in principle by the City prior to commencing the detailed operating budget.
- d) Given the current timing of the City's budget preparation cycle, these preliminary discussions would occur in April and May annually. If the timing of the City's budget preparation changes, then the timing of these preliminary discussions would also be modified accordingly.

Remittances, Reporting and Compliance

SECTION 7: REMITTANCES, REPORTING AND COMPLIANCE

7.1 Remittances

- a) Each month, EasyPark will remit to the City the Net Financial Return for that month.

7.2 Plans

- a) EasyPark must annually provide the following plans:
 - i. Five Year Strategic Plan - every five years and as updated annually, EasyPark will deliver to the City its five-year strategic plan describing its core long-term strategic priorities and commercial objectives. EasyPark will ensure that each five-year strategic plan includes sections describing EasyPark's plans, priorities, and measurable targets with respect to business strategy, technological matters, non-facility capital investments, security, sponsorship and marketing. The strategic plan will include five-year financial projections for the statement of operations and capital expenditures. EasyPark will ensure that each five-year strategic plan assesses EasyPark's performance relative to the preceding version of the strategic five-year plan;
 - ii. Five Year Financial Plan - As part of the Strategic Plan, or annual updates thereof, EasyPark will deliver to the City a one and five year financial forecast incorporating the priorities of the Strategic plan. The plan will include statement of operations and Net Financial Return;
 - iii. Five Year Capital Plan - As part of the Strategic Plan, or annual updates thereof, EasyPark will deliver to the City a five year financial forecast incorporating EasyPark's responsible capital expenditures required to pursue the priorities of the Strategic Plan and will include a description and rationale for capital expenditures. Capital expenditures include capitalized assets and major capital maintenance;
 - iv. Technology Plan - As part of the Strategic Plan, or annual updates thereof, EasyPark will deliver to the City a Technology Plan, incorporating the activities and investments required to pursue the priorities of the Strategic Plan.
- b) As part of the process of developing or annual updates of the Five Year Strategic and related plans the City & Park Board will share with EasyPark a list of plans, strategies etc. EasyPark will review and incorporate and relevant information into their plans.
- c) EasyPark will provide the City with final draft versions of the plans and consult with the City prior to the plans being finalized and approved by the EasyPark Board.

7.3 Performance and Facilities Reports

- a) EasyPark will develop and maintain performance and facilities reports as directed by the City & Park Board, which the City & Park Board may request from time to time. This may include:
 - i. Monthly Usage Data;
 - ii. Customer Service Metrics;
 - iii. Asset Register which includes a list of capital, technology and non-facilities assets (meters, billboards, charging stations), condition and replacement accountabilities summary.

7.4 Financial Reporting

- a) Monthly Operational Financial Statements - EasyPark will deliver to the City monthly operations financial statements in sufficient detail, description, format and timing as specified by the City.
- b) Monthly Capital Expenditure Financial Report- EasyPark will deliver to the City monthly capital expenditure financial report in sufficient detail, description, format and timing as specified by the City.
- c) Quarterly Operational Financial Statements - EasyPark will deliver to the City quarterly operations financial statements in sufficient detail, description, format and timing as specified by the City.
- d) Quarterly Capital Expenditure Statements - EasyPark will deliver to the quarterly capital expenditure financial statements in sufficient detail, description, format and timing as specified by the City.
- e) Annual Financial Report - According to the schedule specified annually by the City, EasyPark will deliver to the City its financial results for the previous year stating EasyPark's statement of its financial position, operations, and other supplementary information as required by the City to assist with its preparation of the City's annual consolidated financial statements. Where final financial results are not available, reasonable estimates are permitted.
- f) Service Auditor Reports - EasyPark will provide copies to the City of reports for any Internal and external service audits pertaining to the Parking Facilities within ninety (90) days of receipt of final report.
- g) City Audit Rights - The City, its auditors and any independent auditors hired by the City will have access to EasyPark's operating and financial records for audit purposes at all reasonable times during EasyPark's business hours.

7.5 Payment Card Industry (PCI) Compliance

EasyPark will:

- a) Proactively work with the City's PCI office when requested to establish any necessary processes and procedures and governance models.
- b) Provide the City PCI Office with reports and assessments as requested. Such requests may include reports and various types of evidence normally used to demonstrate compliance such as:
 - i. Quarterly vulnerability scan Reports, an annual gap analysis report, an annual risk assessment, any remediation plans, results of annual assessments and a QSA attested PCI attestation of compliance.
- c) Carry out all activities required to maintain PCI-DSS compliance, including all PCI Audits, in accordance with PCI-DSS.
- d) In the event EasyPark becomes aware of the existence of any PCI or information security compliance concerns, then EasyPark will:
 - i. Provide notice to the City PCI office immediately; and,

- ii. Prepare and submit a plan for investigation and if necessary, remediation of the PCI and information security compliance concern.
- e) Maintain evidence of compliance for a minimum of 5 years.

7.6 Commercial Agreements

- a) No later than January 30th every year, EasyPark will provide to the City a list describing all of the legal commercial agreements to which EasyPark is a party (i.e. major subcontractors, lot tenants, Non-City Clients) and that are in force or to which EasyPark was a party and that were in force in the preceding twelve months. EasyPark will ensure that the aforementioned document describes the nature of the agreement, the counterparty, the term, the financial aspects of the agreement, and any other material information.
 - i. EasyPark will declare any potential conflict of interest for any of its senior management team members related to any contracts EasyPark has entered into.

7.7 Union Agreements

- a) No later than January 30th every year, EasyPark will deliver to the City a copy of any agreements EasyPark has entered into with any unions that are in force.

7.8 Procurement Compliance

- a) EasyPark will provide their current Procurement procedures to the City for review as and when requested.

7.9 Freedom of Information

- a) The City will notify EasyPark of any freedom of information requests pertaining to their business.
- b) The City and EasyPark will communicate the progress and key issues to each party pertaining to responses and appeals of freedom of information requests.

Insurance Requirements

SECTION 8: Insurance Requirements

8.1 No Acts Increasing Insurance

- a) EasyPark 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.

8.2 Insurance

- a) In addition to those mandatory insurance policies that EasyPark is required to carry by any applicable laws, EasyPark will take out and maintain in force, with a reputable insurance company legally authorized to conduct business in British Columbia:
 - i. Commercial general liability insurance with coverage of not less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate 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. The City, its officials, officers, employees and agents to be named as an additional Insured;
 - ii. Cyber liability insurance for data or privacy breach matters for an amount not less than \$5,000,000 per claim and \$5,000,000 annual aggregate coverage with the City, its officials, officers, employees and agents to be named as an additional insured;
 - iii. Motor vehicle liability insurance for owned and leased or licenced vehicles with coverage of not less than \$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;
 - iv. Garage automobile policy insurance for damage to vehicles in the care, custody, and control of EasyPark with coverage of at least \$5,000,000;
 - v. 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 covering employee dishonesty, including the loss of money, securities and other property sustained by the City of Vancouver resulting from one or more fraudulent acts committed by an employee, subcontractor or agent of EasyPark:
 - Broad form money and securities, including the destruction, disappearance, or wrongful abstraction of money, securities, or other items collected by EasyPark on behalf of the City;
 - Computer theft or funds transfer fraud of money, securities, or other items collected by EasyPark on behalf of the City; and
- b) EasyPark will ensure that all of the insurance policies required by law or by this Statement of Services and Responsibilities will not be cancelled or endorsed to reduce limits of liability without thirty (30) days notice in writing by Registered Mail to the City. Should the insurance policies be endorsed to restrict coverage mid term, notice of such restriction will be provided in writing by Registered Mail to the City no later than the effective date of change; the

exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.

- c) EasyPark's insurance policies will be primary insurance as respects the City and any insurance or self-insurance maintained by or on behalf of the City, its officials, officers, employees & agents will be excess of this insurance and will not contribute to it.
- d) EasyPark's liabilities under this Statement of Services and Responsibilities will not be released or limited by EasyPark taking out the insurance policies referred to in this section.
- e) As a condition precedent to any payment from the City to EasyPark under this Statement of Services and Responsibilities, and as and when reasonably requested by the City, EasyPark will provide documentary evidence to the reasonable satisfaction of the City that the insurance policies required by this section have been taken out and are being maintained.

8.3 City Insurance

- a) The City shall obtain and continuously carry during the term of this Statement of Services and Responsibilities insurance covering the Parking Facilities and any improvements and equipment located on the Parking Facilities or adjacent thereto and all other property of the City or in which the City has an insurable interest which is used in connection with the management or operation of the Parking Facilities. Unless otherwise agreed by the Parties, the City shall maintain insurance covering EasyPark's important payroll and/or leased office equipment in connection with the management or operation of the Parking Facilities. Such insurance shall insure against the perils of fire, flood and other such risks which the City may deem it advisable to insure. The facilities, improvements, contents and equipment will be insured for their full replacement cost value. The City shall effect such insurance with insurers and on terms satisfactory to the City's Chief Risk Officer and EasyPark shall pay to the City the cost of effecting such insurance as an operating cost forthwith upon receipt of such notice. EasyPark shall provide the Chief Risk Officer with any additional information or documentation required by the Chief Risk Officer in order to effect such insurance. Notwithstanding the foregoing, the City may, at its option elect to self-insure.

City and EasyPark Strategic Priorities

SECTION 9: CITY AND EASYPARK STRATEGIC PRIORITIES

9.1 Collaboration


- a) The City & Park Board will proactively share their strategic priorities with EasyPark at least annually.
- b) The City & Park Board will engage EasyPark for consultation on key priorities as appropriate, and support EasyPark to align with these priorities.
- c) EasyPark will proactively share their strategic priorities at least annually with the City.
- d) EasyPark will proactively align with and support the City & Park Board's strategic priorities.
- e) EasyPark will support City & Park Board projects, sustainable transportation initiatives, change of uses, enforcement, joint procurement, etc. as directed by the City.
 - i. EasyPark will provide the City with financial and non-financial implications of any proposed changes and obtain City confirmation of acceptance of the implications prior to implementation.

9.2 Policy Alignment


- a) The City & Park Board will share annually with EasyPark a list of plans, policies, strategies etc., to review and incorporate any relevant information into EasyPark's plans and policies.

STATEMENT OF SERVICES AND RESPONSIBILITIES

PARKING CORPORATION OF VANCOUVER
DBA EASYPARK


Nigel Bullers
Chief Executive Officer, EasyPark

Date

 28th 2024

CITY OF VANCOUVER

 Taryn Scollad
Acting GM of Engineering Services
Lon LaClaire
General Manager of Engineering

Mar 21, 2024

Date

Patrice Impey
General Manager of Finance, Risk &
Supply Chain Management

Date

Armin Amrolia
Deputy City Manager

Date

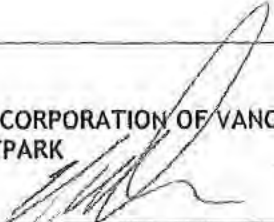
CITY OF VANCOUVER AS REPRESENTED BY
ITS BOARD OF PARKS AND RECREATION

Steve Jackson
General Manager of The Vancouver Board
of Parks and Recreation

Date

STATEMENT OF SERVICES AND RESPONSIBILITIES

PARKING CORPORATION OF VANCOUVER
DBA EASYPARK


Nigel Bullers
Chief Executive Officer, EasyPark

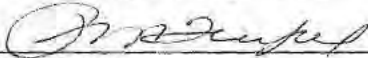
Date

 28th 2024

CITY OF VANCOUVER

Lon LaClaire
General Manager of Engineering

Date


Patrice Impey
General Manager of Finance, Risk &
Supply Chain Management

Date

March 13, 2024

Armin Amrolia
Deputy City Manager


Date

CITY OF VANCOUVER AS REPRESENTED BY
ITS BOARD OF PARKS AND RECREATION

Steve Jackson
General Manager of The Vancouver Board
of Parks and Recreation

Date

PARKING CORPORATION OF VANCOUVER
DBA EASYPARK


Nigel Bullers
Chief Executive Officer, EasyPark

Date

 28th 2024


CITY OF VANCOUVER

Lon LaClaire
General Manager of Engineering

Date

Patrice Impey
General Manager of Finance, Risk &
Supply Chain Management

Date


Armin Amrolia
Deputy City Manager

3/12/2024


Date

CITY OF VANCOUVER AS REPRESENTED BY
ITS BOARD OF PARKS AND RECREATION

Steve Jackson
General Manager of The Vancouver Board
of Parks and Recreation

Date

PARKING CORPORATION OF VANCOUVER
DBA EASYPARK


Nigel Bullers
Chief Executive Officer, EasyPark


Date

28th 2024

CITY OF VANCOUVER

Lon LaClaire
General Manager of Engineering

Date


Patrice Impey
General Manager of Finance, Risk &
Supply Chain Management

Date

Armin Amrolia
Deputy City Manager

Date

CITY OF VANCOUVER AS REPRESENTED BY
ITS BOARD OF PARKS AND RECREATION


Steve Jackson
General Manager of The Vancouver Board
of Parks and Recreation

March 15, 2024

Date

SCHEDULE A: Parking Facilities

City Parking Facilities
Parking Sites Reserve
Carpark 1 - 535 Hornby St.
Carpark 2 - 150 West Pender St.
Carpark 3- 535 Richard St.
Carpark 4 - 107 East Cordova St.
Carpark 7 - 180 Keefer St. (50%)
Carpark 8 - 65 West Cordova St.
Carpark 9 - 700 W Georgia St.
Carpark 17 - 199 East 7th Ave.
Carpark 18 - 1067 Seymour St.
Carpark 19 - 900 West Cordova St.
Carpark 22 - 1180 Mainland St.
Carpark 23 - 2080 West 10th Ave.
Carpark 26 - 2500 Main St.
Carpark 27 - 775 Hamilton St.
Carpark 29 - 2034 West 11th Ave.
Carpark 30 - 5700 Block West Blvd.
Carpark 31 - 160 Water St.
Carpark 36 - 1400 SW Marine Dr.
Carpark 37 - 5351 East Blvd.
Carpark 40 - 870 Denman St.
Carpark 42 - 201 Alvin Narod Mews.
Carpark 43 - 1201 W Georgia St.
Carpark 54 - 1095 W Waterfront Rd.
Carpark 55 - 909 Mainland St.
Property Endowment Fund
Carpark 7 - 180 Keefer St. (50%)
Carpark 10 - 1100 The Castings.
Carpark 11 - 990 Lameys Mill Rd.
Carpark 12 - 600 Mobley Road.
Carpark 15 - 595 West 6th Ave.
Carpark 16 - 1500 Quebec St.
Carpark 21 - 688 Cambie St.
Carpark 39 - 1441 Hornby St.
Carpark 81 - 800 Commercial.
Operating Fund
Carpark 13 - Arbutus St & West 16th Ave.
Carpark 14 - 355 East 30th Ave.

Carpark 47 - 453 West 12th Ave.
Carpark 58 - 2615 Cambie St.
Carpark 59 - 1800 Spyglass.
Carpark 60 - 1100 Chestnut.
Carpark 61 - 1 Kingsway.
Carpark 105 - 123 East 6th Ave.
Carpark 106 - 5900- 6400 Block Fraser St.
Carpark 119 - 500 W 10 th . (Vancity)
Carpark 126 - Cordova St.
Carpark 128 - 2177 W 42nd Ave. (Kerrisdale)
Carpark 129 - 630 Hamilton St.
Carpark 137 - 1475 Burrard St.
Carpark 139 - 1576 West 5th Ave.
Carpark 140 - 200 Clark St.
Carpark 152 - Georgia Viaduct.
Carpark 158 - 215 W 1ST AVE.
Carpark 172 8131 Chester.
Carpark 176 2385-2395 Vanness Ave.
PNE
Carpark 143 - 3440 Bridgeway St. (9C)
Carpark 144 - 3440 Bridgeway St. (9B)
Carpark 145 - 3200-3300 East Hastings St. (9C)
Park Board Parking Facilities
Carpark 35- 501 Denman St.
Carpark 62- Stanley Park.
Carpark 63 - Beach Ave.
Carpark 64 - 480 Broughton.
Carpark 65 - Roundhouse Community Centre.
Carpark 66 - Kitsilano.
Carpark 67 - Queen Elizabeth Park.
Carpark 68 - Creekside CC.
Carpark 69 - Jericho.
Carpark 70 - Vanier Gravel.
Carpark 71 - Vanier Park- Water Front.
Carpark 87 - Empire Stadium 3311 East Hasting.
Carpark 109 - 3096 East Hastings St.