

File No.: 2026-126

April 23, 2026

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 February 4, 2026 under the *Freedom of Information and Protection of Privacy Act* for:

The following records related to the City of Vancouver's oversight, regulation, or monitoring of Diamond Parking Services Ltd.:

1. Number of complaints per year received by 3-1-1 about Diamond Parking Services Ltd. (general company issues only), plus complaint categories;
2. Internal correspondence, briefing notes, or reports from Parking Management staff discussing complaints or enforcement by Diamond Parking Services Ltd.;
3. Any audits, reviews, investigations, or assessments regarding Diamond Parking Services Ltd. practices;
4. Contracts, permits, licences, or agreements with Diamond Parking Services Ltd. on City-owned/leasing land; and
5. Policies, guidelines, or standards governing private parking enforcement signage or ticketing.

All responsive records relating to point four are attached*. Some information in the records has been severed (blacked out) under s.15(1) and s.22(1) of the Act. You can read or download these sections here:

http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00.

*3-1-1 Call Centre staff have advised our office that there are no 3-1-1 records, as they do not have jurisdiction over private parking companies and would therefore not process a complaint made against one.

Additionally, Parking Enforcement and Parking Management Branch staff have advised they do not have responsive records, as they do not govern how private parking companies operate.

Under Part 5 of the Act, 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 (2026-126); 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,

Kevin Tuerlings, FOI Case Manager, for

[Signed by Kevin Tuerlings]

Siân Madsen, MA, MAS
Acting 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)

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DIAMOND PARKING LTD

Office: 817 DENMAN STREET • VANCOUVER, BC V6G 2L7 CANADA
Phone: 604.681.8797 • Fax: 604.684.0329

Parking Management Services Agreement

CONFIDENTIAL PLEASE
NOT FOR PUBLICATION

Station No. 4159

October 1, 2005

Pearlman Holdings Ltd.
Attn: Mr. Chris Franiek, Owner
300-5970 East Boulevard
Vancouver, BC V6M 3V4

Phone: 604-263-7443

Re: Parking Management Services at 1004 West Broadway, Vancouver

1. The effective date of this agreement is October ²⁰~~X~~, 2005. *70. 10/24/05*
2. This Letter of Agreement sets forth in writing our understanding that Diamond Parking Ltd. will operate a pay parking facility and provide parking enforcement services on the above referenced property 24 hours a day, 7 days a week as an independent contractor under the terms and conditions set forth below.
3. It is our understanding that the Undersigned is the owner or authorized representative of the above referenced property, hereinafter referred to as the "Owner."
4. Diamond Parking will ensure the parking facility is kept in a neat and clean condition and shall have the right to make any operating improvements that are necessary to operate the parking facility. All improvements such as trade fixtures, signs, lights, bumpers, pay boxes and attendant's facilities will remain the property of Diamond Parking.
5. (a). As monthly rent, for the months of October, November and December 2005 and January 2006, Diamond Parking will pay to the undersigned or as directed, One Hundred Percent (100%) of the total parking revenue generated by the parking facility, after deducting any taxes, levies, assessments or fees on parking, permits, or credit card merchant fees. Rent payments will be paid to the Owner on or before the Twenty Fifth (25th) day of the following month.

(b). Effective February 1, 2006, and for each subsequent month thereafter, Diamond Parking will pay to the undersigned or as directed, Fifty Percent (50%) of the total parking revenue generated by the parking facility, after deducting any taxes, levies, assessments or fees on parking, permits, or credit card merchant fees. Rent payments will be paid to the Owner on or before the Twenty Fifth (25th) day of the following month.
6. Diamond Parking will keep complete and accurate records of all income relating to this parking facility. Said records will be available for inspection by Owner or Owner's authorized representative at any reasonable time.

www.diamondparking.com

7. This agreement may be terminated at any time by either of the parties by giving Thirty (30) days' advance written notice to the other party. Upon termination of this agreement, Diamond Parking will vacate the parking facility leaving it in good condition, less damage by fire, the elements, or ordinary wear and tear.
8. All personal property of Diamond Parking or its effects of any kind or description whatsoever left on or about the Premises shall be at Diamond Parking's sole risk and Owner shall not be liable or responsible for any damage done to or loss of such personal property or effects. In addition, Owner shall not be held liable or responsible for damage, loss or injury suffered by Diamond Parking, its employees, agents, or guests arising from any manner whatsoever.
9. Diamond Parking shall indemnify and hold Owner and its successors and assigns, and their respective officers, directors, employees, members, and agents harmless from and against any claim, demand, action, proceeding, loss, damage, suit, cost or expense, including but not limited to reasonable attorneys' fees and costs, arising exclusively from or related to Diamond Parking's negligent acts or omissions in the performance of its duties and/or responsibilities under this Agreement.

Except for Diamond Parking's negligent acts or omissions as provided in the immediately preceding paragraph, Owner agrees to indemnify and hold Diamond Parking and its respective successors and assigns and their respective officers, directors, shareholders, employees, and agents harmless from and against any claim, demand, action, proceeding, loss, damage, suit, cost or expense, including but not limited to reasonable attorneys' fees and costs, arising from or related in any manner to the operation of the parking lot, including (but not limited to) Owner's negligent acts or omissions in the performance of their responsibilities under this Agreement.

Should any disputes arise with respect to the applicability and/or interpretation of the parties' respective rights to indemnification, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in addition to any other remedy. The parties' rights regarding indemnification shall survive the expiration or earlier termination of this Lease.

Diamond Parking shall purchase, and maintain at its sole cost and expense, comprehensive general liability and property damage insurance insuring the Premises and the parking operations, placed with a reputable and financially strong insurance carrier. The minimum limits of insurance shall be:

- (a) General Liability - \$2,000,000 combined single limit per occurrence and for those policies with aggregate limits, a \$2,000,000 aggregate limit;
- (b) Automobile Liability - \$1,000,000 combined single limit per accident for bodily injury and property damage;
- (c) Workers' Compensation: Statutory requirements of the state of residence or \$1,000,000 per occurrence, whichever is greater;

Such policies shall name Owner as additional insured with a severability of interests endorsement and the carrier(s) shall be required to give Owner at least thirty (30) days advance written notice of non-renewal or cancellation. Upon ten (10) days of mutual execution of this Agreement, Diamond Parking shall give Owner or its representative a Certificate(s) of Insurance, together with an additional insured endorsement, reflecting the required coverages.

Both parties hereby waive all rights of recovery against the other on account of loss or damage to each party or its property or the property of others under its control to the extent that such loss or damage is insured under any insurance policies which either party is required to carry pursuant to the terms of this Agreement.

10. Salting, snow and garbage removal, and maintenance of the parking facility shall be coordinated by Diamond Parking Ltd. upon written request by the Owner. If requested, the costs of these services shall be invoiced directly to the Owner.
11. Structural, mechanical, or other installations and any alterations required by law or regulations pertaining to air quality, environmental protection, provisions for the disabled, or other similar governmental rules or regulations will remain the responsibility of the Owner.

Our signatures on a copy of this cancelable Letter of Agreement constitute our mutual acceptance of these terms and conditions.

It is AGREED this 18 day of OCTOBER, 2005.

OWNER

DIAMOND PARKING LTD.

Print: Chris [redacted]

Print: Jonathan Diamond

Sign: [redacted]
s.15(1), s.22(1)

Sign: [redacted]
s.15(1), s.22(1)

Title: Pres

Title: President