

File No.: 2026-567 – Revised (phased release)

July 30, 2026

FOI Applicant

s.22(1)

Dear FOI Applicant:

Re: **Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")**

I am responding to your request of June 24, 2026 under the *Freedom of Information and Protection of Privacy Act* for:

Record of the City's currently active contract(s) with PayByPhone. Date range: December 31, 2016 to June 23, 2026.

A portion of the responsive records are attached*. Some information in the records has been severed (blacked out) under s.15(1), s.15(1)(l), 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.

Additionally, some of the responsive records you have requested are publicly available. You can find the responsive records on the City of Vancouver's website at the following locations:

- <https://vancouver.ca/files/cov/2021-062-release.pdf>; and
- <https://vancouver.ca/files/cov/2023-348-release.pdf>.

*Please note, records subject to third party review (as per s.23 of the Act) will be provided in a secondary phased release once the third party review has concluded.

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 (2026-567); 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)

:kt

AMENDING AGREEMENT (NO. 3)

THIS AGREEMENT (this "Amending Agreement") is made as of the 1st day of May, 2023

BETWEEN:

PAYBYPHONE TECHNOLOGIES INC., 600-1290 Homer Street, 6th floor,
Vancouver, British Columbia, V6B 2Y5

(the "Service Provider")

AND:

CITY OF VANCOUVER, 453 West 12th Avenue, Vancouver, British Columbia, V5Y
1V4

(the "City")

WHEREAS the Service Provider and the City entered into a Mobile Parking Payment Services Agreement (PSD20160599) dated September 6, 2017, as amended by an Amending Agreement dated March 26, 2018 and as amended by an Amending Agreement dated July 29, 2018, with respect to the supply of a mobile payments parking system (collectively, the "Agreement"); and

WHEREAS the Service Provider and the City wish to amend the Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Service Provider and the City and other good and valuable consideration, the receipt and sufficiency of which each of the Service Provider and the City acknowledge, the Service Provider and the City agree to amend the Agreement as follows:

1. AMENDMENT

(a) The following is hereby added as Section 2.5 of the Agreement:

"The City and the Service Provider acknowledge that the Service Provider Solution users hold the Service Provider account under terms of service established by the Service Provider. Under these terms of service, the Service Provider may offer users an option to receive service communications by SMS text ("SMS Communications"), including reminders to extend a Parking Session and confirmations of successful registration for a Parking Session. The City agrees that, at any time during the Term, the Service Provider may charge any users who opt into these services a fee (a "SMS Fee") for each SMS Communication sent by the Service Provider with respect to a Parking Session or each extension of a Parking Session, and may set the amount of the SMS Fee with reference to the cost the Service Provider incurs in delivering this optional service. As of May 1, 2023, the Service Provider may charge an SMS Fee of up to \$0.15, inclusive of taxes payable by the user. The Service Provider will not increase the SMS Fee without the City's written approval. The SMS Fees will be added to the total charged to the user in respect of a Parking Session or an extension of a Parking Session."

(b) Section 7.5 is hereby deleted and replaced with the following:

"Except for those cash inflows described in Section 7.7, the Service Provider will use a sub-account coding system to separate all cash inflows, including applicable taxes, for all parking revenues received on behalf of the City and all SMS Fees from all non-SMS Fees and City parking revenues and will immediately upon receiving the SMS Fees and City parking revenues deposit those funds directly into a City-owned bank account. The City will remit all SMS Fees to the Service Provider, except for SMS Fees received from American Express as described in Section 7.7. Pursuant to the obligations set out in the "Detailed Functional Requirements" in Part 2 of Schedule A of this Agreement, the Service Provider is responsible for the regular monitoring and reconciliation relating to the sub-account coding system to ensure the accuracy and timeliness of cash inflows from Global Payments, or any other payment processing services providers, during the Term. In the event of any variance in the amounts flowing into and out of the sub-account coding system, the Service Provider will notify the City within 24 hours of the discovery of such occurrence and will investigate and resolve any variance as per the restoration times stipulated for "General Support" issues in Schedule I - Service Level Commitments. The Service Provider will ensure that its bank will not be able to change the bank account to which the aforementioned payments are to be made without the City's written consent and the Service Provider will not change the bank account to which the aforementioned payments are to be made without the City's written consent. On the first business day of each month during the Term and pursuant to Schedule D, the Service Provider will invoice the City for the fees that the City owes to the Service Provider and for the applicable gateway fees and credit card processing fees for the previous month. The City will pay the Service Provider within thirty (30) calendar days of receiving each such invoice. Along with each invoice that the Service Provider delivers to the City, the Service Provider will deliver detailed fee reports and supporting documents to the City. Within seven (7) days of the Effective Date, the Service Provider will provide the City with online access to the Service Provider's bank account remittance reports, gateway provider's reports, and credit card processor's reports. The City will be responsible for remitting all applicable taxes imposed on the Consumers' parking transactions to the relevant authorities."

(c) Section 7.7 is hereby deleted and replaced with the following:

"All of the cash inflows, including applicable taxes, for all City parking revenues that the Service Provider receives on behalf of the City from American Express will be received in trust for the City and held in a separate bank account that is expressly stated as being in trust for the City in a branch of a Schedule I Canadian chartered bank located in Vancouver, British Columbia. The Service Provider will remit all of the cash inflows for all City parking revenues that it receives on behalf of the City from American Express on the same business day that the Service Provider receives it from American Express. The Service Provider shall retain any SMS Fees from American Express. The Service Provider will provide the City with online access to the aforementioned bank account remittance reports, gateway provider's reports, and credit card processor's reports. The City will be responsible for remitting to the relevant authorities all applicable taxes imposed on the American Express cash inflows for all City parking revenues."

(d) Section 18.1 is hereby deleted and replaced with the following:

"The Service Provider will be responsible for and will collect and remit any and all GST or PST levied on the Contract Price the Service Provider receives for the Services and any taxes applicable to the SMS Fees, and the City will be responsible for and will collect and remit any and all GST or PST levied on the payments the City receives for the transactions by which a member of the public uses the Solution to pay for parking fees. Subject to the foregoing, the Service Provider will pay all GST or PST and any other sales or excise taxes in force during the Term, as modified by any repeal, enactment, increase, or decrease in such taxes. The Service Provider's invoices to the City will show the appropriate amounts for GST and PST, as applicable."

2. FURTHER PROVISIONS OF THIS AMENDING AGREEMENT

Unless otherwise defined in this Amending Agreement No. 3, capitalized terms used herein will have the meanings ascribed thereto in the Agreement.

3. RATIFICATION OF TERMS

The parties hereby ratify the terms and conditions of the Agreement, except as varied in this Amending Agreement No. 3, and agree that except as amended by this Amending Agreement, the Agreement will continue in full force and effect.

4. COUNTERPARTS

This Amending Agreement No. 3 may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Amending Agreement No. 3 by signing any counterpart.

5. ELECTRONIC EXECUTION

Delivery of an executed signature page to this Amending Agreement No. 3 by either party by electronic transmission shall be as effective as delivery of a manually executed copy of this Amending Agreement No. 3 by such party.

[signature page to follow]

IN WITNESS WHEREOF this Amending Agreement No. 3 has been executed as of the day and year first above written by and on behalf of the parties by their duly authorized signatories:

PAYBYPHONE TECHNOLOGIES INC.

s.15(1), s.22(1)

Signature

Nick Hamill, VP, Finance

Name and Title

CITY OF VANCOUVER

s.15(1), s.22(1)

Signature

Lon LaClaire, General Manager of Engineering

Name and Title

s.15(1), s.22(1)

Signature

Huan Ngo, Category Manager

Name and Title

s.15(1), s.22(1)

Signature

Francie Connell, City Solicitor/Director of Legal Services

Name and Title

Signature Certificate

Reference number: M6AHR-908US-VFULD-ZTPTX

Signer

Nick Hamill

Email: nick.hamill@paybyphone.com

Sent:

07 Jun 2023 18:19:26 UTC

Viewed:

07 Jun 2023 18:26:41 UTC

Signed:

07 Jun 2023 18:27:06 UTC

Timestamp

Signature

s.15(1), s.22(1)

Recipient Verification:

✓ Email verified

07 Jun 2023 18:26:41 UTC

IP address: s.15(1)(l)

Location: s.22(1) Canada

Document completed by all parties on:

07 Jun 2023 18:27:06 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.



File No.: 2026-567 - Phased release 2

August 25, 2026

FOI Applicant

s.22(1)

Dear FOI Applicant:

Re: **Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")**

I am responding to your request of June 24, 2026 under the ***Freedom of Information and Protection of Privacy Act*** for:

Record of the City's currently active contract(s) with PayByPhone. Date range: December 31, 2016 to June 23, 2026.

All responsive records 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.

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 (2026-567); 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)

:pm

AMENDING AGREEMENT (NO. 4)

THIS AGREEMENT (this “Amending Agreement”) is made as of the 15th day of September, 2025

BETWEEN:

PAYBYPHONE TECHNOLOGIES INC., 600-1290 Homer Street, 6th floor,
Vancouver, British Columbia, V6B 2Y5

(the “Service Provider”)

AND:

CITY OF VANCOUVER, 453 West 12th Avenue, Vancouver, British Columbia, V5Y
1V4

(the “City”)

WHEREAS the Service Provider and the City entered into a Mobile Parking Payment Services Agreement (PSD20160599) dated September 6, 2017, as amended by an Amending Agreement dated March 26, 2018, an Amending Agreement dated July 29, 2022 and an Amending Agreement dated May 1, 2023, with respect to the supply of a mobile payments parking system (collectively, the “Agreement”); and

WHEREAS the Service Provider and the City wish to amend the Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Service Provider and the City and other good and valuable consideration, the receipt and sufficiency of which each of the Service Provider and the City acknowledge, the Service Provider and the City agree to amend the Agreement as follows:

1. AMENDMENT

(a) The following is hereby added as Section 7.9 of the Agreement:

“For the purposes of this Section, the subsequent terms shall have the following meanings:

“Beneficiary” means (i) City, (ii) any other end-user (within the meaning of the RPAA), in each case from whom, or for whom, Service Provider receives and holds funds where such funds are transferred to Service Provider with the intention that they be held in trust and (iii) any income beneficiary designated under the Declaration of Trust;

“City Funds” means City’s funds that Service Provider receives and holds on behalf of the City in accordance with this Agreement;

“Declaration of Trust” means the declaration of trust dated as of August 7, 2025 entered into between Service Provider, as initial settlor, and the Trustee, as such

AMENDING AGREEMENT

declaration of trust may be amended, modified, supplemented and replaced from time to time;

“Financial Institution” means a Canadian regulated entity referred to in one of paragraphs 9(a) to (d) or (f) to (h) of the RPAA;

“Income” means any interest or other investment income or earnings that may be earned on the City Funds held in a Trust Account;

“In-Transit” means the period commencing at the point in time Service Provider receives an instruction to immediately transfer or withdraw funds to or from an account, including the Trust Account, until the point in time at which such transfer or withdrawal is complete;

“PayByPhone Trust” means the trust established by the Declaration of Trust to hold Trust Property in trust for the benefit of the Beneficiaries;

“RPAA” means the Retail Payment Activities Act (Canada);

“Trust Account” means a segregated trust account maintained by and in the name of the Trustee as trustee on behalf of the Beneficiaries at a Financial Institution, and such Trust Account will not be used for any other purpose than safeguarding City Funds;

“Trustee” means the person or entity appointed by Service Provider pursuant to the Declaration of Trust as trustee of the PayByPhone Trust and any successor or replacement trustee;

“Trust Property” means (i) all City Funds, and (ii) any other property held in trust pursuant to the Declaration of Trust.

- i. Service Provider has established the PayByPhone Trust for purposes of holding and safeguarding end-user funds in trust, including City Funds. By using the services described in this Agreement, City intends for City Funds to be held in the PayByPhone Trust in trust for City benefit and Service Provider agrees to hold City Funds in the PayByPhone Trust, in trust, in accordance with this Agreement and the Declaration of Trust. Service Provider has been appointed as the initial Trustee of the PayByPhone Trust. City acknowledges that Service Provider has the right to replace the Trustee with one or more successor Trustees at any time, in each case, in its sole discretion, however, the Service Provider shall not replace the Trustee without providing the City with at least thirty (30) days’ prior written notice and obtaining the City’s written consent, which shall not be unreasonably withheld. Any replacement Trustee must meet any qualifications under the RPAA.
- ii. City Funds will be deposited and held in the PayByPhone Trust upon receipt, in trust, by the Trustee in one or more Trust Accounts with a Financial Institution designated by the Trustee in its sole discretion. The Trustee will deposit and hold City Funds in such Trust Account separate and apart from all other funds,

including the Trustee's own property and Service Provider's property. The Trustee will record the City Funds beneficially owned by City in the ledger maintained by the Trustee for this purpose. Neither Service Provider nor the Trustee may use City Funds in the conduct of its business. Neither Service Provider nor the Trustee may loan, hypothecate, pledge, or otherwise encumber City Funds.

- iii. Until City funds are received by Service Provider and have cleared and settled and all applicable hold periods have expired, City funds are In-Transit. In-Transit funds are not held in trust by the Trustee.
- iv. Subject to any payment instructions City provides to Service Provider, City authorizes Service Provider and the Trustee to: (a) transfer City Funds to and from Trust Account in its discretion without notice to City; and (b) in connection with such transfers to submit instructions and disclose City information (including electronic transaction information) to: (i) the Financial Institutions; (ii) third party service providers; and (iii) Service Provider and/or the Trustee, in each case only to the extent such disclosure is necessary for the transfer to be executed, as applicable.
- v. Funds that are withdrawn from the Trust Account will become In-Transit funds and will no longer be Trust Property.
- vi. City acknowledges and agrees that:
 - 1. Service Provider is not a bank or a Financial Institution and is not itself a Canada Deposit Insurance Corporation member institution;
 - 2. Service Provider is not a professional trustee and funds held in a Trust Account are not eligible for Canada Deposit Insurance Corporation insurance protection at the beneficiary level; and
 - 3. funds In-Transit are not Trust Property, are not held in trust and are not held in a Trust Account.
- vii. vii) City also acknowledges and agrees that any interest or other investment income or earnings that may be earned on the City Funds held in a Trust Account ("Interest") are owned by Service Provider and do not form part of the Trust Property. City hereby assigns, transfers and conveys over to Service Provider any and all rights to such Interest and acknowledges and agrees that City has received good and sufficient consideration (with nominal value) for such assignment. Neither the Service Provider nor the Trustee will have any duty to invest the City Funds other than the obligation to deposit the City Funds into one or more Trust Accounts in accordance with subsection (ii) above.
- viii. The Service Provider represents and warrants that it has applied for registration with the Bank of Canada as a payment service provider under the Retail

AMENDING AGREEMENT

Payment Activities Act (RPAA) and, once registered, shall maintain such registration, if required by RPAA, throughout the term of this Agreement. The Service Provider shall provide evidence of such registration upon request by the City.

- ix. The Service Provider will comply with all of the Service Provider's obligations under the regulations to the RPAA.

2. FURTHER PROVISIONS OF THIS AMENDING AGREEMENT

Unless otherwise defined in this Amending Agreement No. 4, capitalized terms used herein will have the meanings ascribed thereto in the Agreement.

3. RATIFICATION OF TERMS

The parties hereby ratify the terms and conditions of the Agreement, except as varied in this Amending Agreement No. 4, and agree that except as amended by this Amending Agreement, the Agreement will continue in full force and effect.

4. COUNTERPARTS

This Amending Agreement No. 4 may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Amending Agreement No. 4 by signing any counterpart.

5. ELECTRONIC EXECUTION

Delivery of an executed signature page to this Amending Agreement No. 4 by either party by electronic transmission shall be as effective as delivery of a manually executed copy of this Amending Agreement No. 4 by such party.

IN WITNESS WHEREOF this Amending Agreement No. 4 has been executed as of the day and year first above written by and on behalf of the parties by their duly authorized signatories:

PAYBYPHONE TECHNOLOGIES INC.

Signed by:
s.15(1), s.22(1)
3BE772FFB4CE433...
Signature

Nick Hamill CFO
Name and Title

CITY OF VANCOUVER

Jimmy Zammitt, Deputy General Manager, Engineering Services
for Lon LaClaire, General Manager of Engineering

AMENDING AGREEMENT

s.15(1), s.22(1)



Alexander Ralph, Chief Procurement Officer

s.15(1), s.22(1)



Frances J. Connell, K.C., Director of Legal Services and City Solicitor



June 12, 2026

BY EMAIL

PayByPhone Technologies Inc.
#403 - 1168 Hamilton Street
Vancouver, BC V6B 2S2
Attention: Carmen Donnell and Shawn Moody

Dear PayByPhone team:

**Re: Mobile Parking Payment Services Agreement (the "Agreement") Between
PayByPhone Technologies Inc. ("PayByPhone") and the City of Vancouver (the
"City")**

Pursuant to Section 6.0 of the Agreement, the City is writing to provide PayByPhone with notice that the City is exercising its option to renew the Agreement for a fifth Renewal Term, which will run from 6 September 2026 through 5 September 2027.

We look forward to continuing to work with PayByPhone. Please do not hesitate to contact me or any member of the City's on-street parking team if you have any questions or comments.

Yours truly,

CITY OF VANCOUVER

Per:

Ruth Sawatzky
Senior Category Manager
Finance, Risk and Supply Chain Management