



To: Community Safety Committee **Date:** March 19, 2019
From: Cecilia Achiam, **File:** 12-8060-01/2018-Vol
 General Manager, Community Safety 01
Re: Imperial Parking Canada Corporation Contract Renewal

Staff Recommendation

1. That the City enter into a five year -renewal contract (2019-2023) with Imperial Parking Canada Corporation, as outlined in the staff report titled, "Imperial Parking Canada Corporation Contract Renewal", dated March 19, 2019, from the General Manager, Community Safety; and
2. That the General Manager of Community Safety be authorized to execute the contract with Imperial Parking Canada Corporation.

Cecilia Achiam,
General Manager, Community Safety
(4122)

Att. 3

REPORT CONCURRENCE	
ROUTED TO:	CONCURRENCE
Finance	<input checked="" type="checkbox"/>
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS: CS
APPROVED BY CAO 	

Staff Report

Origin

The City entered into a contract with Imperial Parking Canada Corporation on December 1, 2014 to purchase parking meters in respect to the Parking Meter Replacement Program. The purpose of the purchase was to replace the City’s aging machine inventory, including ancillary equipment, with a qualified supplier who has the technical resources, industry experience, and capacity to implement a total parking management solution.

This contract included the supply and installation of new machines, configuration of supporting software, comprehensive training and on-going service.

The contract was extended for three years on December 2015 to expire December 31, 2018.

Analysis

The purpose of this report is to request approval authority for the City to exercise the option pursuant to section 13.3 of the Service Agreement with Imperial Parking Canada Corporation, for the five year term extension from 2019 to 2023. The City’s current inventory of 60 meters, were purchased by the City in 2015, with maintenance provided by Imperial Parking Corporation.

The contract extension includes the guaranteed fixed unit price of \$8,995 for any meters the City may purchase during the proposed five year contract extension and also holds the original 2014 contract rate of \$65 per month per meter for wireless charges. This rate remains competitive in today’s market based on informal inquiries to other suppliers as per staff’s due diligence.

It has been staff’s experience that the Imperial Parking Canada Corporation has been consistent and reliable in the delivery of service and has fulfilled all contract obligations with no disruptions of service.

Table 1: Estimated Five Operating Budget

	2019	2020*	2021*	2022*	2023*
	\$	\$	\$	\$	\$
Service & Maintenance Package	35,000	35,000	35,000	35,000	35,000
Supplies & Services	7,200	7,500	7,800	8,100	8,500
IRIS (online reporting system) & Wireless (60 parking meters)	93,600	93,600	93,600	93,600	93,600
Meter Repairs & Maintenance	4,200	5,000	5,000	5,000	5,000
Total	140,000	141,100	141,400	141,700	142,100

* Anticipated minor annual increases a within CPI

March 19, 2019

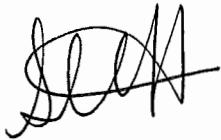
- 3 -

Financial Impact

None.

Conclusion

The meter program is a critical parking management system, used daily by visitors and residents of the City of Richmond. This request is in compliance with the City's Procurement Policy.

A handwritten signature in black ink, appearing to read 'SL', with a horizontal line extending to the right.

Susan Lloyd
Manager, Parking Enforcement, Animal Control & Administration - Community Bylaws
(4467)

CA:sl

- Att. 1: Imperial Parking Canada Corporation Agreement
- 2: Award of Contract 4688P-Parking Meter Replacement Program
- 3: Amendment and Extension of Service Agreement



City of Richmond

Agreement

6911 No. 3 Road, Richmond, BC V6Y 2C1

This Agreement is dated as of the 1st day of December, 2014 (the "Effective Date") at the City of Richmond, in the Province of British Columbia

Between:

City of Richmond
6911 No. 3 Road
Richmond, BC
V6Y 2C1

(the "City")

And:

Imperial Parking Canada Corporation
601 West Cordova Street, Suite 300
Vancouver, BC
V6B 1G1

(the "Contractor")

Whereas:

- A. The City is replacing its current parking meters over a phased replacement cycle;
- B. The City issued a Request for Proposal ("RFP 4688P") inviting proponents to submit proposals for working with the City's Community Bylaws Division to implement a total parking meter solution that will replace the City's current parking meters over a phased replacement (the "Parking Meter Replacement Program");
- C. The Contractor submitted a proposal dated December 7, 2012 (the "Proposal") in response to RFP 4688P, and the City selected the Proposal and commenced negotiations with the Contractor;
- D. The City and the Contractor has agreed to enter into this agreement to set-out the parties' roles and responsibilities in respect to the Parking Meter Replacement Program,

NOW THEREFORE in consideration of the mutual covenants and agreements set out below, the parties covenant and agree as follows:

1. Definitions

1.1. In this Agreement, the following definitions apply:

- a) "Account Manager" means the person designated as such by the Contractor under section 8.2 of this Agreement, or such other person designated by the Contractor from time to time;
- b) "Agreement" means this agreement and includes all recitals and schedules to this agreement;
- c) "City" means the City of Richmond;
- d) "City Personnel" means officials, officers, directors, employees, contractors, subcontractors, and agents of the City;

- e) “Contractor” means Imperial Parking Canada Corporation;
- f) “Contract Administrator” means the person designated as such by the City under section 8.1 of this Agreement, or such other person designated by the City from time to time;
- g) “Contractor Personnel” means officers, directors, employees, contractors, subcontractors, and agents of the Contractor;
- h) “Cloud Services” means computing solutions, provided over the Internet to the City pursuant to Schedule B of this Agreement, including without limitation software support, hosting software upgrades necessary to maintain Payment Card Industry (PCI) Data Security Standard (DSS) compliance (excluding any hardware), direct and/or third-party wireless (i.e. cellular) and network setup, access and hosting fees (+ SIM cards), without limitation on bandwidth or data-volume, data hosting, data backup & redundancy, software application licenses and/or website subscription fees with a minimum allowance for up to 12 distinct “users”, full versions and automatic upgrades within 30 days of release date for firmware, OS, BOSS, EMS and/or any other Software as a Service (SaaS), unlimited software configuration iterations for ALL of the following (note: excludes any associated hardware costs): meter alerts, parking rates, Extend-by-Phone, simple Chinese language, operational modes (i.e. by display, by space or by plate), receipt or screen messages and graphics, e-coupons, extend-by-phone configuration, smart card, “PayWave,” “PayPass” and RFID setup;
- i) “Effective Date” means the first date written above;
- j) “Emergency” means a serious, unexpected and/or dangerous situation requiring immediate action;
- k) “Expiration Date” means December 31, 2015;
- l) “Extend-by-Phone Service” means a function that allows customer to receive parking expiry reminders and extend time for parking meter-initiated transactions via text messaging (SMS);
- m) “LUKE II Meters” means the LUKE II parking meters manufactured by Digital Payment Technologies, which conform to the individual configuration and specifications set out in Schedule A, and “LUKE II Meter” means one such parking meter;
- n) “Pay-by-Phone Service” means a function that allows customers to receive parking meter expiry reminders via text messaging (SMS) and to pay for additional parking meter time via telephone;
- o) “Project Manager” means the person designated as such by the City under section 8.1 of this Agreement, or such other person designated by the City from time to time;
- p) “Proposal” has the meaning set-out in Recital C;
- q) “Protected Information” includes but is not limited to personally-identifiable information, individual records, protected health information, or individual financial information that is subject to Provincial or Federal laws restricting the use and disclosure of such information, including, but not limited to, BC’s *Personal Information Protection Act*, SBC 2003 c. 36, *Freedom of Information*

and Protection of Privacy Act, RSBC 1996, c.165, and federal *Personal Information Protection and Electronic Documents Act*, SC 2000 c. 5;

- r) “RFP 4688P” has the meaning set-out in Recital A;
- s) “Schedule E Services” has the meaning set-out in section 2.1 of Schedule E of this Agreement;
- t) “Services” has the meaning set-out in section 2.2 of this Agreement;
- u) “Site” means the locations where a LUKE II Meter will be installed, as determined by the City in its sole discretion;
- v) “Taxes” means all goods and services, transaction value, ad valorem, sales and any other taxes, rates, charges or assessments levied, rated, charged or assessed or required to be collected or paid (or both collected and paid) pursuant to this Agreement, but excludes taxes on income, real property and capital;
- w) “Term” has the meaning set-out in section 13.1 of this Agreement;
- x) “Third Party” means persons, corporations and entities other than the Contractor, the City or any of their employees, subcontractors or agents;
- y) “Works” has the meaning set-out in section 2.1 of this Agreement; and
- z) “Works Costs” has the meaning set-out in section 11.1 of this Agreement.

2. Works, Services and Supplemental Items

2.1. The Contractor shall be responsible for completion of the following, as per RFP 4688P and the Proposal, to the satisfaction of the City:

- a) Disposal: the removal and environmentally-responsible disposal of all City-owned Precise Parklink parking meters;
- b) LUKE II Meters: the supply and installation of forty-five (45) LUKE II Meters at Sites designated by the City, and the furnishing of all manuals, keys, supplies, and training services related to the LUKE II Meters;
- c) Infrastructure: implementation of Enterprise Management System (“EMS”), BackOffice Support System (“BOSS”), Extend-by-Phone Service and Pay-By-Phone Service, and all other software and hardware, wireless services, programming and configuration necessary to establish the operation of all LUKE II Meters,
(collectively, the “Works”);

2.2. The Contractor shall provide the following, as per RFP 4688P and the Proposal, to the satisfaction of the City:

- a) ongoing Cloud Services in accordance with Schedule B of this Agreement;
- b) Schedule E Services, in accordance with Schedule E of this Agreement;
- c) Training in accordance with section 14.1 of this Agreement;
- d) an Account Manager assigned specifically to address City matters under this Agreement, with the option of monthly status meetings at the discretion of the City, customized monthly management reports and semi-annual rate surveys via email “pdf”, one routine meter revenue audit per month, plus unlimited anomaly

audits if the cause stems from an error of the Contractor or the manufacturer of the LUKE II Meters;

- e) toll-free contact centre (i.e. phone & email) for diagnosing, reporting and/or requesting hardware or software support in accordance with the hours of operation set-out in section 15.1 of this Agreement; and
- f) automated meter-out-of-order reporting and tracking system with the capability of sending real-time emails or SMS text messages and one (1) pre-configured “rapid deployment” meter dedicated to the City in the event of machine vandalism, theft or catastrophic failure, or relocation of an existing meter, where the resulting down-time is expected to exceed 72 consecutive hours (note: “rapid deployment” unit must have coin-only functionality),

(collectively, the “Services”).

- 2.3 At the request and option of the City, the Contractor shall provide the supplemental goods, works and services set-out in Schedule C in accordance with the prices set-out in that schedule.
- 2.4 Upon payment of the fees set-out in section 11.2 of this Agreement, the City becomes the sole owner of the forty-five (45) LUKE II Meters installed pursuant to this Agreement.

3. Contractor’s Obligations

3.1. Conduct

The Contractor and Contractor Personnel will conduct themselves professionally and with integrity, and will not embarrass or discredit the City in the performance of the Contractor’s obligations under this Agreement.

3.2. Facilities in Canada

The Contractor will ensure that, unless otherwise agreed by the City in writing, at all times during the Term, the hardware, software systems and facilities used by the Contractor to provide the Works and Services (whether complete or in development) and all of the City’s Protected Information in the Contractor’s possession or control, will be physically located in, or on media that is physically stored in, Canada, and will not be accessible outside of Canada.

3.3. Cooperation and Coordination

- a) The Contractor acknowledges that the City has entered into agreements and may in its discretion enter into additional agreements with other third parties that supply hardware, software, systems or other products or services that may be related to the Works and Services and project management, business process and other consulting services (each an “Other Service Provider”) and that the performance by such Other Service Providers of their obligations and the operation, support, maintenance and use of the hardware, software, systems, products or services of such Other Service Providers and the integration, interface and communication with the Works and Services may require the Contractor’s cooperation and assistance. If the Contractor incurs additional costs as a result of providing cooperation and coordination with Other Service Providers, then the City may consider reimbursing such costs to the Contractor as determined reasonable and mutually agreed by both parties prior to any work commencing.

- b) At the City's request and expense, the Contractor will cooperate with and assist the Other Service Providers in order to coordinate the performance by each Other Service Provider of its obligations with the performance by the Contractor of its obligations, including: (i) making available and providing information to the City and the Other Service Providers regarding the Works and Services; (ii) cooperating with the City and the Other Service Providers to develop interfaces between the Works and Services and the hardware, software and systems of the City and the Other Service Providers; and (iii) otherwise cooperating with the City and the Other Service Providers in order to coordinate the performance of services by the City or any Other Service Provider with the performance of the Contractor's obligations.

3.4. Protection of Information

The Contractor will keep all information collected during the Contractor's performance of its obligations under this Agreement, including without limitation all Protected Information, secure and confidential in accordance with Schedules B and D of this Agreement.

4. Work and Services

4.1. Conformity with Contract Documents

The Contractor will perform the Works and Services in strict conformity with this Agreement and, where applicable, the Proposal and RFP 4688P.

4.2. Standard of Care

The Contractor will provide and perform the Works and Services with that degree of care, skill and diligence normally provided by a qualified and experienced contractor providing and performing similar work and services, and on the understanding that the City is relying on the Contractor's experience and expertise.

4.3. Satisfaction of City

The Contractor will provide and perform the Works and Services to the satisfaction and approval of the City. The City will be the sole judge of the Works and Services in respect of both quality and quantity, and the City's decisions with regard to the Works and Services, or as to the meaning and intention of this Agreement, or any part or parts thereof, will be binding and final upon the Contractor.

4.4. Changes in the Work

Upon mutual agreement between the City and the Contractor, the parties may make changes to the Works and Services, and the fees and time for performance. Except in the case of an Emergency, changes may not be made by the Contractor without written approval by the City's Contract Administrator and Project Manager.

5. Personnel

5.1. Qualified Personnel

The Contractor will only use and employ professional personnel who have the qualifications, experience and capabilities to perform the Works and Services.

5.2. Subcontractors

The Contractor will perform the Work and Services using its own personnel and those subcontractors approved in advance by the City, and will bind all approved subcontractors to the terms of this Agreement, as applicable to the subcontractors work. The Contractor will be as fully responsible to the City for acts and omissions of its subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

5.3. Replacement of Personnel or Subcontractors

If the City reasonably objects to the performance, experience, qualifications or suitability of any of the Contractor's personnel or subcontractors then the Contractor will, on written request from the City, replace such personnel or subcontractor.

5.4. City's Own Forces and Other Contractors

The City may have its own work forces and other contractors on the Sites while the Works or Services are underway. The City will coordinate the work of all contractors on the Sites and require their coordination with each other. The Contractor will report to the City any apparent deficiencies in other contractors' work that would affect the Works or Services immediately after the deficiencies come to the Contractor's attention.

6. Independent Contractor

6.1. It is understood that this Agreement is strictly between the Contractor and the City and the Contractor is an independent contractor for the City and no employment relationship, partnership, agency, or joint venture exists between the City, the Contractor, Contractor Personnel and the personnel of any Contractor Personnel. Any disputes between the Contractor and any Contractor Personnel will be resolved by the Contractor with no involvement by the City.

7. Sites

7.1. Use of Sites

The Contractor will confine the use of the Sites for the Works and applicable Services as directed by the City and will comply with regulations, including City bylaws, that govern the Sites where the Works and applicable Services are located.

7.2. Cleaning of Sites

At the conclusion of the Works and applicable Services, the Contractor will clean up and remove all debris and rubbish to the satisfaction of the City.

8. Representatives

8.1. The City has assigned the following persons as the City's representatives:

Project Manager	Contract Administrator
Curt Toews	Julia Turick
Supervisor Parking Program	Buyer II
Community Bylaws Division	Purchasing Section
Tel: 604-276-4269	Tel: 604-276-4142
E-mail: ctoews@richmond.ca	E-mail: purchasing@richmond.ca

8.2 The Contractor has assigned the following person as the Account Manager for the purposes of this Agreement:

Darren McClelland, CCPFM
BC Regional Manager

601 West Cordova Street, Suite 300
Vancouver, BC V6B 1G1
Tel: 604-331-7229
Cell: 604-329-1556
Fax: 604-331-7276
Email: dmccelland@impark.com

- 8.3 The Project Manager, Contract Manager and the Account Manager shall serve as each party's contacts for all communications relating to the Works and Services. Each party may change its own contact person by written notice to the other party
9. Acceptance of LUKE II Meters
- 9.1. The Contractor must successfully complete acceptance testing within ninety (90) days immediately following the installation of all forty-five (45) LUKE II Meters. The City will accept the LUKE II Meters only when the Contractor successfully demonstrates that all forty-five (45) LUKE II Meters function in accordance with the requirements of this section 9.1. Acceptance testing will be based on an individual LUKE II Meter being fully and consistently operational for a period of not less than thirty (30) consecutive days, excluding vandalism, theft and issues with the wireless service provider. If a specific LUKE II Meter does not meet this requirement or repeatedly malfunctions or has problems that are not effectively resolved within the ninety (90) day test period, the Contractor will replace the defective LUKE II Meter at no cost to the City.
10. Removal and Installation Schedule
- 10.1. The Contractor will complete the Works in accordance with the following schedule:
- a) Design, Preparation and Deployment Plan – within two (2) weeks of execution of this Agreement by both parties;
 - b) Order and Delivery of LUKE II Meters – within eight (8) weeks following City approval of Design, Preparation and Deployment Plan;
 - c) Removal and disposal of all City-owned Precise Parklink parking meters, together with configuration and installation of forty-five (45) LUKE II Meters – within four (4) weeks following receipt of LUKE II Meters;
 - d) Testing – commencing on the day of installation of each individual LUKE II Meter; and
 - e) Acceptance Period - within ninety (90) days after installation of all forty-five (45) LUKE II Meters.
- 10.2. The City may, at its option, amend the schedule set-out in section 10.1.
11. Lump Sum Payments
- 11.1. The City agrees to pay to the Contractor the amount of \$382,275.00, plus applicable Taxes (“Works Costs”) for completion of the Works, in accordance with the payment schedule set-out in section 11.2 of this Agreement.
- 11.2. Progress Payments for Works
- The City will pay to the Contractor the Works Costs in accordance with the following payment schedule:
- (a) 25% of the Works Costs following full execution of this Agreement, for the purpose of securing LUKE II Meters from the manufacturer;

- (b) 25% of the Works Costs upon the Contractor's removal and disposal of the City's Precise Parklink parking meters and installation of all forty-five (45) LUKE II Meters at the Sites designated by the City; and
- (c) 50% of Works Costs upon the City's acceptance of the Luke II Meters in accordance with section 9.1 of this Agreement.

11.3. Payment for Extend-by-Phone Service

In exchange for providing the Extend-by-Phone Service for forty-five (45) LUKE II Meters, the City agrees to pay to the Contractor a one-time fee of \$11,250, plus applicable Taxes, for five (5) years of this service, to be invoiced upon the installation of the first LUKE II Meter. If the City does not extend this Agreement in accordance with section 13.2 of this Agreement, the Contractor shall provide a prorated refund to the City, at the rate of \$4.17, plus applicable Taxes, per Luke II Meter per month multiplied by the number of months remaining in the prepaid five (5) years of Extend-by-Phone Service.

- 11.4. The Contractor will submit invoices to the City requesting payment of the amounts set-out in sections 11.2 and 11.3. The City will pay each invoice within 30 (thirty) days of the receipt of the invoice, provided the pre-requisites for each payment are completed to the City's satisfaction. The City shall not be subject to late payment fees.

12. Fees for Services

- 12.1. In exchange for providing the Schedule E Services, the City agrees to pay the Contractor in accordance with the following:

- a) the fixed amount of \$2737.00, plus applicable Taxes, per month, for servicing up to forty-eight (48) LUKE II Meters, three (3) Cale meters and four (4) Siemens meters. Charges will commence once the first LUKE II Meter is fully installed and operational. Charges will be prorated for the first month based on the installation date. After which, monthly billing will commence.
- b) \$59.50, plus applicable Taxes, per parking meter per month for any additional parking meters to a maximum of sixty-five (65) meters. Charges will be prorated for the first month based on installation date. After which, monthly billing will commence.

- 12.2. In exchange for providing Cloud Services, the City agrees to pay the Contractor in accordance with the following:

- a) \$65.00, plus applicable Taxes, per LUKE II Meter per month for forty-five (45) LUKE II Meter. Charges will commence once the first LUKE II Meter is fully installed and operational. Charges will be prorated for the first month based on installation date. After which, monthly billing will commence.
- b) For all additional LUKE II Meter, charges will be prorated for the first month based on installation date. After which, monthly billing will commence.

- 12.3. In exchange for providing consolidated credit card revenue collection, settlement, reconciliation, deposit (including EFTs) and reporting services, whether undertaken by the Contractor directly and/or another third-party approved by the City (e.g. Chase Paymentech), which will encompasses all LUKE II Meters and associated Pay-by-Phone Service and Extend-by-Phone Service as set out in this Agreement, the City agrees the Contractor will deduct 3.95% from gross (pre-Tax) credit card revenue.

- 12.4. In addition to the payment set-out in section 11.3 and of this Agreement, if the City purchases an additional three (3) LUKE II Meters (beyond the first forty-five (45) set-out

in section 2.1(a) of this Agreement), the City agrees to pay to the Contractor \$4.17, plus applicable Taxes, per month for Extend-by-Phone Service for each additional LUKE II Meter. Beyond forty-eight (48) LUKE II Meters, the City will pay to the Contractor an additional \$5.00, plus applicable Taxes, per month for Extend-by-Phone Service for each additional LUKE II Meter.

- 12.5. In addition to the charges for the Extend-by-Phone Service set-out in sections 11.3 and 12.4 of this Agreement, the City agrees to pay to the Contractor a charge of \$0.25 per transaction, plus applicable Taxes.
 - 12.6. In exchange for providing the Pay-by-Phone Service, the City agrees to pay to the Contractor a charge of \$0.35 per transaction.
 - 12.7. The fees set-out in sections 12.1 to 12.6 of this Agreement will be deducted by the Contractor, on a monthly basis, from gross revenue collected from the LUKE II Meters and other City-owned parking meters in accordance with Schedule E of this Agreement.
13. Term, Extension Option and Renewal Option
- 13.1. This Agreement is valid for the period commencing the Effective Date and ending on the Expiration Date (the “Term”).
 - 13.2. The Contractor hereby grants to the City the option to extend this Agreement for a further three (3) years commencing on the Expiration Date (the “Extension Term”), on the same terms, rates and conditions as this Agreement.
 - 13.3. The Contractor hereby grants to the City the option, at the expiration of the Extension Term, to renew this Agreement for up to five (5) years, on terms and conditions to be agreed upon by the parties.
 - 13.4. The City may, at its option, alter, amend or cancel the Services, for any reason and in whole or in part, upon providing ninety (90) days prior written notice to the Contractor.
14. Training
- 14.1. The Contractor shall provide City Personnel a minimum of sixteen (16) hours of software training and a minimum of eight (8) hours of hardware training (together, the “Training”). One City employee will be designated for manufacturer training. The time allotted for the Training shall exclude travel time and be provided to the City at no additional cost to the City. Training will be based on one (1) hour minimum courses, with a maximum of twelve (12) City Personnel per course. The Training will be provided by the Contractor to City Personnel at mutually agreeable dates and times, but no later than 180 calendar days following the Effective Date.
15. Hours of Operation for Works and Services
- 15.1 The Contractor shall, at its sole expense, maintain the following hours of operation for the Works and Services:

<p>Hours of Operation (Service, Labour & Training)</p>	<p>Office: 8 am to 5 pm, Monday through Friday, excluding statutory holidays.</p> <p>Training: 8 am to 5 pm, Monday through Friday, excluding statutory holidays.</p> <p>Call Centre: 7 am to 3 pm, Monday through Friday, excluding statutory holidays</p> <p>Cloud Services: 24/7, Monday through Sunday including</p>
--	--

	statutory holidays Service Technician: 7 am to 11 pm, Monday through Sunday, excluding statutory holidays Rapid Deployment Meter: 7 am to 5 pm, Monday through Sunday, excluding statutory holidays
--	---

16. Patent Fees

16.1. The Contractor will pay all royalties and licence fees in respect to the Works (including the LUKE II Meters, if applicable) and Services and will indemnify and save the City harmless from any and all losses on account of suits or claims of infringement of patents or other intellectual property in any way connected to this Agreement.

17. Defective Works or Services

17.1 If any of the Works or Services are defective and it is determined to be the responsibility of the Contractor, the City may, in writing, order the Contractor to re-execute or correct the relevant Works or Services in accordance with such order; and if the Contractor fails to comply with such order within ten (10) working days, the City may, at any time thereafter, execute or cause to be executed the order so given, and the Contractor will, on demand, pay to the City, all costs, damages, and expenses incurred in respect thereof or occasioned by reason of the non-compliance by the Contractor with any such orders; and if the Contractor fails to pay such costs, damages, and expenses, the City may retain and deduct such costs, damages, and expenses from any amount then or thereafter payable to the Contractor under this Agreement.

18. Warranties

18.1. Unless otherwise specified, the Contractor warrants that only the best workmanship and materials will be employed and if, within a period of one (1) year from the date of installation, a LUKE II Meter or any part thereof are found by the City to be defective or faulty due to imperfect or bad workmanship or material, the Contractor agrees to repair or replace the defective LUKE II Meter forthwith without expense to the City.

18.2. The one (1) year warranty set-out in section 18.1 covers all parts and labour resulting in no-charge replacement of parts and components due to defect and/or regular wear and tear, regardless of volume-of-use, but excludes damages as a result of machine vandalism or theft, all consumables, locks and keys.

18.3. The Contractor represents and warrants that it has the unrestricted right to perform the Works and provide the Services, and that it has the financial viability to fulfill its obligations under this Agreement. The Contractor represents, warrants and agrees that the Works and Services shall be free and clear of all liens, claims, encumbrances or demands of Third Parties. The Contractor represents and warrants that it has no knowledge of any pending or threatened litigation, dispute or controversy arising from or related to the Works or Services. This warranty shall survive the expiration or termination of this Agreement.

18.4. The Contractor will assign to the City all Third Party warranties and indemnities that the Contractor receives in connection with any products provided to the City. To the extent that the Contractor is not permitted to assign any warranties or indemnities through to the City, the Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of the City to the extent the Contractor is permitted to do so under the terms of the applicable Third Party agreements.

- 18.5. The Contractor represents and warrants to the City that it will comply with all applicable laws, including its tax responsibilities, pertaining to the Agreement and its performance of the Works and provision of the Services.
19. Liens
- 19.1 The Contractor will fully indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the *Builders Lien Act*, or to any attachment for debt, garnishee process, or otherwise, that arises in connection with the Works.
20. Protection of the Works
- 20.1. The Contractor will protect the Works and all materials associated with the Works from damage while in the Contractors care and custody and will protect the City's property and any adjoining property from injury due to the Works or Services.
21. Indemnification and Insurance
- 21.1. Indemnification
- The Contractor will indemnify, hold, and save harmless the City from and against all claims, losses, damages, costs, actions, and other proceedings, made, sustained, brought or prosecuted in manner, based upon, occasioned by, attributable to any injury, including death, property damage, infringement, or damage arising from any negligent act or omission of the Contractor, the Contractor Personnel, or other persons from whom the Contractor has assumed responsibility in the performance or purported performance of the Contractor's obligations and covenants under this Agreement.
- 21.2. Insurance
- The Contractor will, at its own expense, through the terms of the Contract secure, maintain, and pay for the following coverage:
- Comprehensive General Liability Insurance with a limit of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage and \$5,000,000 for personal injury. The policy or policies will cover all premises and operations necessary or incidental to the performance of this Contract and include but not necessarily be limited to the following coverage:
- a) Contractual liability assumed under this Agreement
 - b) Contingent employer's liability with respect to operations of sub-contractors
 - c) City's protective liability
 - d) Cross liability clause in favour of the City
 - e) Automobile liability (non-owned, hired)
 - f) Completed operations liability 24 months after completed operations
 - g) Voluntary medical payments
- 21.3. The City and City Personnel will be added as additional insured on all such policies but only with respect to liability arising from the operations of the named insured. All such insurance provided by these policies will be primary regardless of any insurance or self-insurance that may be enforced at the time of any loss or claim that insures the City, its officers, officials, and employees.
- 21.4. The policy or policies will be underwritten by an insurance company or companies licensed to do business in the Province of British Columbia and who meet with the

- approval of the City, which approval will not be unreasonably withheld. Prior to the commencement of the Works, the Contractor will furnish the City through the Purchasing Section of the Finance and Corporate Services Department certificate of insurance of all such policies as evidence that such insurance is in force. The Contractor agrees that such insurance policies will not be cancelled without at least thirty (30) days' written notice to the City.
- 21.5. Maintenance of such insurance and the performance of the Contractor's obligations under this clause will not relieve the Contractor of liability under the indemnification provisions here and above set forth. The foregoing insurance provisions will not limit the insurance required by Provincial or Federal laws or municipal bylaws.
- 21.6. It will be the full responsibility of the Contractor to determine whether any additional insurance coverage is necessary and advisable for its own protection and/or to fulfil its obligations under this Agreement. Any such additional insurance will be provided and maintained by the Contractor its own expense.
22. WorkSafe Coverage/Prime Contractor
- 22.1. The Contractor agrees that it will at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafe coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement.
- 22.2. The Contractor agrees that, in respect to activities at each Site, it is the Prime Contractor for the purposes of the WorkSafe Occupational Health and Safety Regulations for the Province of British Columbia. The Contractor will have a safety program acceptable to the WorkSafe and will ensure that all WorkSafe safety rules and regulations are observed during the performance of the Contractor's obligations under this Agreement, including where such obligations are performed by subcontractors or other workers or suppliers. The Contractor will provide the City with the Contractor's WorkSafe registration number and a letter from the WorkSafe confirming that the Contractor is registered in good standing with the WorkSafe and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement.
- 22.3. The Contractor will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafe assessments owing from any person or corporation engaged 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 the WorkSafe, including penalties levied by the WorkSafe.
23. Audit
- 23.1. The Contractor is responsible for keeping accurate records related to its performance and obligations under this Agreement. In particular, records will be kept documenting any price, cost or budget computations required under this Agreement.
- 23.2. The Contractor agrees that City or its authorized representative has the right to audit any directly pertinent books, documents, papers and records related to transactions and/or performance of the terms and conditions of this Agreement. Contractor shall make available to City or its representative all such records and documents for audit on Contractor's premises during regular business hours within thirty (30) business days of a written request by the City. Contractor agrees to either: (a) allow City to make and retain copies of those documents useful for documenting the audit activity and results; or (b)

sequester the original or copies of those documents which City identifies for later access by City.

- 23.3. Unless otherwise stated, the Contractor further agrees to disclose to City within ninety (90) calendar days of receipt any independent auditors' reports which bear directly on the performance or administration of this Agreement.
- 23.4. The City's right to audit shall include periodic examinations of records throughout the term of the Agreement and for a period of five (5) years after its expiry or termination, and shall apply to agents and subcontractors hired by the Contractor for the purpose of fulfilling the Contractor's obligations under this Agreement.
- 23.5. The Contractor shall maintain, and cause its agents and subcontractors to maintain, all pertinent books, documents, papers and records related to transactions and/or performance of the terms and conditions of this Agreement for a period of five (5) years after the expiry or termination of this Agreement.
- 23.6. In the event that an audit discovers substantive findings related to fraud, defect or misrepresentation, the Contractor will reimburse to the City all costs incurred by the City in relation to the audit.

24. Termination

- 24.1. Notwithstanding any other provisions of this Agreement, the City may cancel this Agreement, at any time and for any reason, by providing at least ninety (90) days prior written notice to the Contractor, delivered to the address shown on the first page of this Agreement, or such shorter notice or other manner as may be agreed upon by the parties.
- 24.2. Notwithstanding any other provisions of this Agreement, the Contractor may cancel this Agreement, at any time and for any reason, by providing at least six (6) months prior written notice to the City, delivered to the address shown on the first page of this Agreement, or such shorter notice or other manner as may be agreed by the parties.

25. Default

- 25.1. The City may, by written notice to the Contractor, terminate this Agreement immediately:
 - a) if the Contractor fails to complete the Works within the timeframe specified in section 10.1 of this Agreement, as may be amended pursuant to section 10.2;
 - b) if the Contractor becomes bankrupt, or makes a general assignment for the benefit of creditors because of insolvency, or if a receiver is appointed because of insolvency; or
 - c) if the Contractor terminates or suspends its performance under this Agreement or if the Contractor fails to perform its obligations under this Agreement for more than fifteen (15) consecutive calendar days.
- 25.2. Either party will have the right to terminate this Agreement upon five (5) days prior written notice in the event the other party is in breach of a material term of this Agreement and fails to cure the breach within thirty (30) days (or such additional time as is agreed upon by the parties) of receipt of written notice from the non-defaulting party specifying the nature of the breach.
- 25.3. If the City terminates this Agreement in accordance with section 25.1 or 25.2 of this Agreement, the City may:
 - a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Works and/or perform the Services;

- b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Works and/or Services;
- c) set off the total cost to the City of performing the Works and/or Services against any amounts owing to the Contractor under this Agreement, and at the completion of the applicable Works and/or Services, pay to the Contractor any balance remaining; and
- d) if the total cost to complete the applicable Works and/or Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

26. Jurisdiction

26.1. Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

27. Dispute Resolution

27.1. Except in cases of material breach or default, all claims, disputes or issues in dispute between the City and the Contractor shall be decided by mediation or arbitration if the parties agree to mediation or arbitration, and failing agreement, in a Court of competent jurisdiction within the Province of British Columbia.

27.2. In the event that the parties agree to arbitration pursuant to the above, the arbitration shall take place in the Lower Mainland, British Columbia and be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia.

27.3. The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.

28. General

28.1. Governing Law and Jurisdiction

This Agreement will be governed by the laws of British Columbia and each party agrees to attorn to the jurisdiction of the courts of British Columbia.

28.2. Compliance with Laws

The Contractor will perform the Works and Services in compliance with all applicable codes, laws, regulations, and ordinance, bylaws and regulations, including without limitation, workers' compensation and WHMIS legislation and regulations, and the Contractor will comply with all privacy legislation applicable in performing the Services under this Agreement, including without limitation:

- (a) BC's *Personal Information Protection Act*, SBC 2003 c. 36
- (b) Federal *Personal Information Protection and Electronic Documents Act*, SC 2000 c 5
- (c) BC's *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c 165

28.3. Amendment

This Agreement may be amended only by agreement in writing, signed by both parties.

28.4. Time

Time will be of the essence in this Agreement.

28.5. Assignment

- (a) This Agreement shall be binding on the parties and their successors (through merger, acquisition or other process) and permitted assigns. Neither party may assign, delegate or otherwise transfer its obligations or rights under this Agreement to a third party without the prior written consent of the other party.
- (b) Regardless of whether or not the Contractor uses subcontractors or other third parties to help fulfill Contractor's obligations under this Agreement, the Contractor remains solely and directly responsible to City for fulfillment of Contractor's obligations under this Agreement.

28.6. Non-Agent

This Agreement does not constitute a lease, a partnership nor an agency and nothing contained in this Agreement is to be construed as constituting any party the agent of the other or to limit, in any manner, either party in the carrying on of its own respective business or activities.

28.7. Notices

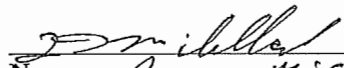
Any notice required to be given in this Agreement will be deemed to be duly given to the City if sent by registered mail addressed to the City's Purchasing Department at Richmond "City Hall, 6911 No. 3 Road, Richmond, BC, V6Y 2C1" and to the Contractor if sent by registered mail addressed to the Contractor at the address set forth on the first page of this Agreement.

28.8. Force Majeure

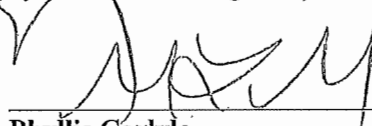
Neither party shall be liable to the other for failure or delay of performance hereunder due to causes beyond its reasonable control. Such delays include, but are not limited to, earthquake, flood, storm, fire, epidemics, acts of government, governmental agencies or officers, war, riots, or civil disturbances. The non-performing party will promptly notify the other party in writing of an event of force majeure, the expected duration of the event, and its anticipated effect on the ability of the party to perform its obligations, and make reasonable effort to remedy the event of force majeure in a timely fashion.

The City and the Contractor agree to the terms and conditions of this Agreement as of the Effective Date.

Imperial Parking Canada Corporation,
by its authorized signatory:


Name: *Darion McClelland*
Title: *B.C. Regional Manager*

City of Richmond,
by its authorized signatory:


Phyllis Carlyle
General Manager, Law and Community
Safety

City of Richmond APPROVED for content by originating dept. <i>S.W.</i> Legal Advice <i>W</i>
DATE OF COUNCIL APPROVED (if applicable)

Schedule A

LUKE II Meter Configuration and Specifications

“Luke II” Pay Station Configuration and Specifications – Per Machine	
Housing, Pedestal & Mounting Assembly	1
Solar Assembly	1
Cellular Modem	1
LCD Colour Display	1
Alpha-Numeric Keypad	1
Credit Card Reader (i.e. Visa, MasterCard, Amex)	1
Coin Acceptor Unit	1
Coin Escrow Unit	1
Thermal Printer	1
“Key Way” Locks	2
Ticket Roll	1
Battery	1
Coin Box	2
Provides “Extend by Phone” Service	Yes
Provides “Real-Time” Credit Card Authorization & Processing	Yes
Provides “Real-Time” Transaction Reporting and Alert	Yes
Configured for City of Richmond Parking Tokens	Yes
Configured for “Pay by License Plate”	Yes
A.D.A Compliant with “Simple Chinese” Language Support	Yes
Audible Shock & Vibration Alarm	Yes
Acceptance Testing & Post Installation Review	Yes
Dual cam locks This feature was designed to withstand extreme prying forces without that force being translated to the actual lock. This design provides very robust protection	Yes

<p>against forced opening of the lock. These new locks will be installed on both the Maintenance and Collection doors of the pay station.</p>	
<p>Revised locking bars. The bars that slide and lock the door shut have been redesigned to minimize any points that could be used to pry them open. The redesigned locking bars will be installed on both the Maintenance and Collection doors.</p>	<p>Yes</p>
<p>Anti-drill plates. A series of 5 anti-drill plates have been designed using 10 ga hardened steel, which is very difficult to drill through. These plates will be installed inside each pay station and protect the sides and the back of the coin canister. They also protect the locking mechanisms and lock bars of the two doors, with the locking bar on the Collection door having a second layer of 3/16” hardened steel for added security. These plates will have the same corrosion-resistant zinc TSC coating as the exterior of the pay station to prevent any rust or corrosion inside the cabinet.</p>	<p>Yes</p>

Schedule B

Cloud Services Terms and Conditions

This schedule governs the provision and use of Enterprise Management System (“EMS”) and BackOffice Support System (“BOSS”) Cloud Services, wireless data services and EMS & BOSS related support services.

1. DEFINITIONS

1.1 “*Accounting transaction*” means sales, purchases, receipts, and payments made by an individual or organization.

1.2 “*City Data*” includes credentials issued to the City by the Contractor and all records relating to the City’s use of the Cloud Services and administration of End User accounts, including any Protected Information of the City personnel that does not otherwise constitute Protected Information of an End User.

1.3 “*Class 1 Error*” means any error that renders the Cloud Services unusable for its intended purpose.

1.4 “*Cloud Downtime*” means any period of time of any duration that the Cloud Services are not made available by the Contractor to the City for any reason, including scheduled maintenance or Enhancements.

1.5 “*Cloud Services*” means computing solutions, provided over the Internet to the City pursuant to this Schedule B, including without limitation software support, hosting software upgrades necessary to maintain Payment Card Industry (PCI) Data Security Standard (DSS) compliance (excluding any hardware), direct &/or third-party wireless (i.e. cellular) and network setup, access and hosting fees (+ SIM cards), without limitation on bandwidth or data-volume, data hosting, data backup and redundancy, software application licenses and/or website subscription fees with a minimum allowance for up to 12 distinct “users”, full versions and automatic upgrades within 30 days of release date for firmware, OS, BOSS, EMS and/or any other Software as a Service (SaaS), unlimited software configuration iterations for ALL of the following (note: excludes any associated hardware costs): meter alerts, parking rates, Extend-by-Phone, simple Chinese language, operational modes (i.e. by display, by space or by plate), receipt or screen messages and graphics, e-coupons, extend-by-phone configuration, smart card, “PayWave,” “PayPass” and RFID setup.

1.6 “*Data*” means all information, whether in oral or written (including electronic) form, created by or in any way originating with the City and End Users, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with the City and End Users, in the course of using and configuring the Cloud Services, and includes City Data, End User Data, and Protected Information.

1.7 “*Data Compromise*” means any actual or reasonably suspected unauthorized access to or acquisition of computerized Data that compromises the security, confidentiality, or integrity of the Data, or the ability of the City to access the Data.

1.8 “*Disabling Code*” has the meaning set-out in section 13.1 of this schedule;

1.9 “*Documentation*” means, collectively: (a) all materials published or otherwise made available to the City by the Contractor that relate to the functional, operational and/or performance capabilities of the Cloud Services; (b) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by Contractor that describe the functional, operational and/or performance capabilities of the Cloud Services; (c) any Requests for Information and/or Requests for Proposals (or documents of similar effect) issued by the City, and the responses thereto from the Contractor, and any document which purports to update or revise any of the foregoing; and (d) the results of any Contractor “Use Cases Presentation”, “Proof of Concept” or similar type presentations or tests provided by the Contractor to the City.

1.10 “*End User*” means the individuals (including, but not limited to employees, authorized agents, students and volunteers of the City; Third Party consultants, auditors and other independent contractors

using Cloud Services for the City; any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to any Cloud Services; customers of the City provided Cloud Services; and any external users collaborating with the City) authorized by the City to access and use the Cloud Services provided by Supplier under this Agreement.

1.11 “*End User Data*” includes End User account credentials and information, and all records sent, received, or created by or for End Users, including email content, headers, and attachments, and any Protected Information of any End User or Third Party contained therein or in any logs or other records of the Contractor reflecting End User’s use of the Cloud Services.

1.12 “*Enhancements*” means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Cloud Services that the Contractor may develop or acquire and incorporate into its standard version of the Cloud Services or which the Contractor has elected to make generally available to its customers.

1.13 “*Intellectual Property Rights*” includes without limitation all right, title, and interest in and to all (a) Patent and all filed, pending, or potential applications for Patent, including any reissue, reexamination, division, continuation, or continuation-in-part applications throughout the world now or hereafter filed; (b) trade secret rights and equivalent rights arising under the common law, provincial law, and federal law; (c) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work, under common law, provincial law, and federal law; and (d) proprietary indicia, trademarks, trade names, symbols, logos, and/or brand names under common law, provincial law, and federal law.

1.14 “*Required Service Level*” has the meaning set-out in section 9.2 of this Schedule B.

2. RIGHTS AND LICENSE TO END USER DATA

2.1 The parties agree that as between them, all rights to End User Data shall remain the exclusive property of the City, and the Contractor has a limited, nonexclusive license to access and use these Data as provided in this Agreement solely for the purpose of performing its obligations hereunder.

2.2 All End User Data and City Data created and/or processed by the Cloud Services is and shall remain the property of the City and shall in no way become attached to the Cloud Services, nor shall the Contractor have any rights in or to City Data.

2.3 This schedule does not give a party any rights, implied or otherwise, to the other’s Data, content, or intellectual property, except as expressly stated in the Agreement.

2.4 The City retains the right to use the Cloud Services to access and retrieve City Data and End User Data stored on the Contractor’s infrastructure at any time at its sole discretion.

3. DATA PRIVACY

3.1 The Contractor will use City Data and End User Data only for the purpose of fulfilling its duties under this Agreement and for the City’s and its End User’s sole benefit, and will not share such Data with or disclose it to any Third Party without the prior written consent of the City or as otherwise required by law. By way of illustration and not of limitation, the Contractor will not use such Data for the Contractor’s own benefit and, in particular, will not engage in “data mining” of the City Data or End User Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by the City.

3.2 All City Data and End User Data will be stored on servers located solely within Canada.

3.3 The Contractor will provide access to City Data and End User Data only to those Contractor Personnel who need to access the Data to fulfill the Contractor’s obligations under this Agreement. The Contractor will ensure that, prior to being granted access to the Data, Contractor Personnel who perform work under this schedule: (a) have all undergone and passed criminal background screenings; (b) have

successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and (c) possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling. To assist the City in meeting its obligations under the BC *Freedom of Information and Protection of Privacy Act*, as amended from time to time, the Contractor will comply with Schedule D of this Agreement and implement, maintain, and use appropriate and sufficient administrative, technical, and physical security measures to protect the confidentiality and integrity of all electronically maintained or transmitted Data. Contractor will protect said data according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

3.4 The Contractor will appoint a knowledgeable and competent senior person within its organization to be responsible for, and to have the authority to ensure, privacy compliance generally and compliance with this schedule specifically. That person is to be called the Chief Information Officer and Privacy Officer.

4. DATA SECURITY AND INTEGRITY

4.1 All facilities used to store and process City Data and End User Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure such Data from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the Data involved.

4.2 The Contractor shall maintain the administrative, physical, technical, and procedural infrastructure associated with the provision of the Cloud Services to the City in a manner that is, at all times during the term of this Agreement, at a level equal to or more stringent than those specified in Payment Card Industry (PCI) Data Security Standard (DSS) at the most recent version, which is incorporated herein by reference.

4.3 Without limiting the foregoing, the Contractor warrants that all City Data and End User Data will be encrypted in transmission (including via web interface) and in storage at a level equivalent to or stronger than 256-bit level encryption.

4.4 The Contractor shall at all times use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to anti-virus and anti-malware protections and intrusion detection and reporting methods in providing Cloud Services.

4.5 The Contractor will configure the Cloud Services to filter spam while permitting communications from Third Party Internet Protocol addresses identified by the City as legitimate.

4.6 The Contractor will obtain evidence – on an annual basis – that the Contractor's vendors performing, handling, processing and storing of in-scope card holder data maintains its "PCI Service Provider Level 1" certification.

4.7 The Contractor will provide the Project Manager with the reports or other documentation from the above audits, certifications, scans and tests within seven (7) calendar days of the Contractor's receipt of such results.

4.8 Based on the results of the above audits, certifications, scans and tests, the Contractor will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures in order to meet its obligations under this Agreement, and provide the City with written evidence of remediation.

4.9 The City may require that the Contractor, at the Contractor's expense, perform additional audits and tests, the results of which will be provided to the City within seven (7) calendar days of the Contractor's receipt of such results.

5. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA

5.1 Except as otherwise expressly prohibited by law, the Contractor will:

- a) If required by a court of competent jurisdiction or an administrative body to disclose City Data and/or End User Data, the Contractor will notify the City in writing immediately upon receiving notice of such requirement and prior to any such disclosure;
- b) Consult with the City regarding its response;
- c) Cooperate with the City's reasonable requests in connection with efforts by the City to intervene and quash or modify the legal order, demand or request; and
- d) Upon the City's request, provide the City with a copy of its response.

5.2 If the City receives a subpoena, warrant, or other legal order, demand or request seeking City Data or End User Data maintained by the Contractor, the City will promptly provide a copy to the Contractor. The Contractor will supply the City with copies of Data required for the City to respond within forty-eight (48) hours after receipt of copy from the City, and will cooperate with the City's reasonable requests in connection with its response and all expenses shall be borne by the Contractor.

6. DATA COMPROMISE RESPONSE

6.1 The Contractor shall report, either orally or in writing, to the City any Data Compromise involving City Data or End User Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of City Data or End User Data, not authorized by this Agreement or in writing by the City, including any reasonable belief that an unauthorized individual has accessed City Data or End User Data. The Contractor shall make the report to the City immediately upon discovery of the unauthorized disclosure, but in no event more than forty-eight (48) hour after the Contractor reasonably believes there has been such unauthorized use or disclosure. Oral reports by the Contractor regarding Data Compromises will be subsequently reported in writing and supplied to the City as soon as reasonably practicable, but in no event more than forty-eight (48) hours after the oral report.

6.2 Immediately upon becoming aware of any such Data Compromise, the Contractor shall fully investigate the circumstances, extent and causes of the Data Compromise, and report the results to the City and continue to keep the City informed on a daily basis of the progress of its investigation until the issue has been effectively resolved.

6.3 The report required pursuant to section 6.1 of this schedule shall identify: (a) the time and date of the unauthorized disclosure, (b) the nature of the unauthorized use or disclosure, (c) the City Data or End User Data used or disclosed, (d) who made the unauthorized use or received the unauthorized disclosure (if known), (e) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (f) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

6.4 Within one (1) calendar day of the date the Contractor becomes aware of any Data Compromise, the Contractor shall have completed implementation of corrective actions to remedy the Data Compromise, restore City access to the Cloud Services as directed by the City, and prevent further similar unauthorized use or disclosure.

6.5 The Contractor, at its expense, shall cooperate fully with the City's investigation of and response to any Data Compromise incident.

6.6 Except as otherwise required by law, the Contractor will not provide notice of the incident directly to the persons whose Data were involved, regulatory agencies, or other entities, without prior written permission from the City.

7. DATA RETENTION AND DISPOSAL

7.1 Using appropriate and reliable storage media, the Contractor will regularly backup City Data and End User Data and retain such backup copies for a minimum of ten (10) years after the expiration or termination of this Agreement.

7.2 At the City's option, the Contractor will either securely destroy or provide to the City the repository of all backup copies of City Data and End User Data. If the City requires destruction of the backup copies, the Contractor will provide the City with a certificate or certificates indicating the records disposed of, the date disposed of, and the method of disposition used.

7.3 The Contractor will retain logs associated with End User activity for a minimum of twelve (12) months from when the logs were created.

7.4 The Contractor will retain electronic records encompassing all data captured by the Cloud Services for a minimum of ten (10) years from the final accounting transaction under this Agreement.

7.5 The Contractor will immediately place a "hold" on Data destruction or disposal under its usual records retention policies of records that include City Data and End User Data, in response to an oral or written request from the City indicating that those records may be relevant to litigation that City reasonably anticipates. Oral requests by City for a hold on record destruction will be confirmed in writing and supplied to the Contractor for its records as soon as reasonably practicable under the circumstances. City will promptly coordinate with the Contractor regarding the preservation and disposition of these records. The Contractor shall continue to preserve the records until further notice by City.

8. DATA TRANSFER UPON TERMINATION OR EXPIRATION

8.1 Upon termination or expiration of this Agreement, the Contractor will ensure that all City Data and End User backup data are securely transferred to the City, or a Third Party designated by City, within thirty (30) calendar days, all as further specified in the technical specifications to be determine by the City. The Contractor will ensure that such migration uses facilities and methods that are compatible with the relevant systems of City, and that City will have access to City Data and End User Data during the transition. In the event that it is not possible to transfer the aforementioned data to City in a format that does not require proprietary software to access the data, the Contractor shall provide City with an unlimited use, perpetual license to any proprietary software necessary in order to gain access to the data.

8.2 The Contractor will provide City with no less than ninety (90) calendar days notice of impending cessation of its business or that of any of its subcontractors and any contingency plans in the event of notice of such cessation. This includes immediate transfer of any previously escrowed assets and Data and providing City access to the Contractor's facilities to remove and destroy City-owned assets and Data.

8.3 Along with the notice described above, the Contractor will provide a fully documented service description and perform and document a gap analysis by examining any differences between its Cloud Services and those to be provided by its successor.

8.4 The Contractor will provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the City.

8.5 The Contractor shall implement its contingency and/or exit plans and take all necessary actions to provide for an effective and efficient transition of service with minimal disruption to the City. The Contractor will work closely with its successor to ensure a successful transition to the new service and/or equipment, with minimal Downtime and effect on the City, all such work to be coordinated and performed no less than ninety (90) calendar days in advance of the formal, final transition date.

9. SERVICE LEVELS

9.1 The Contractor represents and warrants that the Cloud Services will be performed in a professional manner consistent with industry standards applicable or related to such Cloud Services.

9.2 The Contractor represents and warrants that the Cloud Services will be operational at least 99.9% of the time in any given month during the term of this Agreement (the “Required Service Level”).

9.3 Transactions conducted on the pay station shall have a processing time of no more than eight (8) to twelve (12) second from the time the purchase is committed (coins inserted/bills inserted or credit card swiped) until the time a ticket/receipt is printed on the pay station, assuming the pay station is configured to accept credit cards in offline/batch mode. For pay stations configured in online/real-time processing mode, processing time may vary based on the City’s tolerance preferences for store-and-forward/real-time processing setting as well as wireless connectivity and other external dependencies.

9.4 If the Cloud Services fall below the Required Service Level for fifteen (15) or more days out of thirty (30) days, the Contractor shall be considered to be in material default, and the City may terminate the Agreement without penalty in accordance with 25.1 of this Agreement.

9.5 The Contractor will adhere to the following service level response related to the operation & maintenance of all software associated with the LUKE II Meters, including the Cloud Services:

Service Response Level	Notification	Diagnosis	Interim Fix	Permanent Fix
System problem –with or between DPT Luke II Meters or EMS or BOSS or Extend-by-Phone, which results in service deterioration or failure	1 hour	4 hours	3 days	30 days

9.6 For the purposes of Section 9.5, service level response applies to any of the below issues:

- a) Collective Problem - any deterioration or failure impacting the Cloud Services & LUKE II Meter operations
- b) Isolated Problem - any deterioration or failure impacting a proportion of Cloud Services or LUKE II Meter operations
- c) Intermittent Problem - any deterioration or failure of operations that recurs more than 3 times within any given 24 hour period
- d) Critical Problem - any deterioration or failure of system functions or corruption or loss of data related to the acceptance, processing and settlement of transactions

9.7 With respect to Cloud Downtime, the Contractor will waive the monthly fee as set out in Section 12.2 of the Agreement for each LUKE II Meter impacted by Cloud Downtime that exceeds ten (10) or more consecutive days within a calendar month.

9.8 The Contractor shall provide the Project Manager with monthly reports documenting its compliance with the service levels detailed herein. Reports shall include, but not be limited to, providing the following information:

- a) Monthly Cloud Services availability by percent time, dates and minutes that Cloud Services were not available, and identification of months in which agreed upon service levels were not achieved;
- b) Quantity of all transactions and ration of credit card transactions process in real-time vs. store-and-forward mode per month.

10. INTERRUPTIONS IN SERVICE; SUSPENSION AND TERMINATION OF SERVICE; CHANGES TO SERVICE

10.1 Notwithstanding the Force Majeure provisions contained herein, the Contractor shall be responsible for providing disaster recovery Cloud Services if the Contractor experiences any incidents that disrupts and/or suspends the provision of Cloud Services to the City. The Contractor shall take all necessary steps to ensure that the City shall not be denied access to the Cloud Services for more than five (5) hours in the event there is a disaster impacting any of the Contractor's infrastructure necessary to provide the Cloud Services. The Contractor shall maintain the capability to resume provisions of the Cloud Services from an alternative location and via an alternative telecommunications route in the event of a disaster that renders the Contractor's primary infrastructure unusable or unavailable. If the Contractor fails to restore the Cloud Services within five (5) hours of the initial disruption of service, the City may declare the Contractor to be in default of this Agreement and the City may seek alternate Cloud Services or may request manual reconciliation of any or all Cloud Services.

10.2 In the event of a service outage for more than ten (10) consecutive days, the Contractor will waive, at the City's election, the pro-rated amount of fees corresponding to the time Cloud Services were unavailable.

10.3 From time to time it may be necessary or desirable for either the City or the Contractor to propose changes in the Cloud Services provided. Prior notice of such changes shall be provided in accordance with section 11.6 of this schedule. Enhancements to any software used by the Contractor to provide the Cloud Services that simply improve the speed, efficiency, reliability, or availability of existing Cloud Services and do not alter or add functionality, are not considered "changes to the Cloud Services" and such Enhancements will be implemented by the Contractor on a schedule no less favourable than provided by Contractor to any other customer receiving comparable levels of Cloud Services.

10.4 Contractor will provide the City with forty-eight (48) hours prior notice of any times that the Cloud Services will be unavailable due to non-emergency maintenance or Enhancements. Contractor will schedule any such times that the Cloud Services will be unavailable outside of the City's regular hours of operation. In the event of unscheduled and unforeseen times that the Cloud Services will for any reason, except as otherwise prohibited by law, Contractor will immediately notify the City and cooperate with the City's reasonable requests for information regarding the Cloud Services being unavailable (including causes, effect on Cloud Services, and estimated duration).

10.5 Contractor may suspend access to Cloud Services by an End User immediately in response to an act or omission that reasonably appears to jeopardize the security or integrity of Contractor's Cloud

Services or the network(s) or facilities used to provide the Cloud Services. Suspension will be to the minimum extent, and of the minimum duration, required to prevent or end the security issue. The suspension will be lifted immediately once the breach is cured. Contractor may suspend access to Cloud Services by an End User in response to a material breach by End User of any terms of use s/he has agreed to in connection with receiving the Cloud Services. Contractor will immediately notify the City of any suspension of End User access to Cloud Services.

10.6 Contractor may suspend access to Cloud Services by the City in response to an act or omission that poses a significant threat to the security or integrity of Contractor's Cloud Services or the network(s) or facilities used to provide the Cloud Services. Contractor will provide the City with at least fifteen (15) business days advance written notice of intent to suspend and justification for suspension. The City will have fifteen (15) business days to review and respond to such notice, and to correct any such action or omission prior to suspension. If the City's response resolves the issue to the parties' mutual satisfaction, suspension will not occur. If the City is unable to resolve the issue within the stated timeframe, then suspension will be to the minimum extent, and of the minimum duration, required to prevent or end the security issue. Any such suspension will be lifted immediately once the breach is cured.

11. TECHNICAL SUPPORT

11.1 During the term of this Agreement Contractor will provide the City and End Users with ongoing technical support for the Cloud Services at no less than the levels and in the manners set-out in this section 11 of this schedule.

11.2 Notwithstanding Section 8.2 of this schedule, the Contractor may not withdraw technical support for any Service without twelve (12) months advance written notice to the City.

11.3 The City shall receive the general help desk technical support offered by Contractor to its other customers. Irrespective of Contractor's general technical support offerings, the Contractor shall provide the City with the following technical support relating to Cloud Services between the hours of 7am and 11pm, seven days per week:

- a) clarification of functions and features of the Cloud Services;
- b) clarification of the Documentation;
- c) guidance in the operation of the Cloud Services; and
- d) error verification, analysis, and correction, including the failure to produce results in accordance with the Documentation.

11.4 The following provisions shall be applicable to the correction of Cloud Services errors:

- a) If the City detects what it considers to be an error in the Cloud Services which causes it not to conform to, or produce results in accordance with, the Documentation, then the City shall by telephone or e-mail notify Contractor of the error.
- b) The Contractor shall provide a current list of persons and telephone numbers for the City to contact to enable the City to escalate its support requests for issues that cannot be resolved by a help desk technician or for circumstances where a help desk technician does not respond within the time specified in section 9.5 of this schedule. The Calling List shall include: (1) the first person to contact if a question arises or problem occurs; and (2) the persons in successively more responsible or qualified positions to provide the answer or assistance desired. If Contractor does not respond promptly to any request by the City for telephone consultative service, the City may attempt to contact the next more

responsible or qualified person on the Calling List until contact is made and a designated person responds to the call.

- c) The Contractor shall respond in accordance with the Service Response Level criteria as outlined in section 9.5 of this schedule to the City's requests for assistance in correcting or creating a workaround for a Cloud Services error. Contractor's response shall include assigning fully-qualified technicians to work with the City to diagnose and correct or create a workaround for the Cloud Services error and notifying the City's representative making the request for assistance of Contractor's efforts, plans for resolution of the error, and estimated time required to resolve the error.
- d) The Project Manager and Account Manager, or such persons as otherwise designated by the City and Contractor, shall serve as the parties' contacts for all communications relating to technical support. Each party may change its own contact person by written notice to the other party.

11.5 The following provisions shall set forth the Contractor's obligations to provide Enhancements:

- a) The Contractor shall generally enhance and improve the Cloud Services for as long as the City elects to receive and pays for the Cloud Services.
- b) The Contractor shall provide to the City during the Term: (i) any and all Enhancements which it develops with respect to the Cloud Services; (ii) any and all Enhancements required by federal or provincial governmental, or professional regulatory mandates related to the City's use of the Cloud Services; and (iii) the Documentation associated with any Enhancements.

11.6 The Contractor will provide the City with ninety (90) calendar days advance written notice of proposed product changes as well as implementation plans and schedules relating to the Cloud Services.

12. TRANSITION ASSISTANCE

12.1 The Contractor will develop, provide and implement the following transition assistance ("Transition Assistance") to support the City's successful and uninterrupted transition from its current software applications to the Cloud Services. Transition Assistance will be provided by the Contractor as detailed below at no additional cost to the City. Transition assistance will be provided by the Contractor at the City at mutually agreeable dates and times, but no later than ten (10) calendar days following the Effective Date of the Agreement.

12.2 Within no more than ten (10) calendar days after the Effective Date of the Agreement, the Contractor shall, at its own expense, provide qualified individuals to (a) uninstall existing software applications; (b) implement the Cloud Services, and (c) assist in testing of the Cloud Services to ensure that they are functioning in accordance with the terms of this schedule.

12.3 The Contractor shall coordinate with the City's Project Manager, and they shall develop a mutually agreeable installation plan and schedule for the assistance provided above.

12.4 The installation plan shall provide for:

- a) The timely and successful integration of the Contractor software, applications and Cloud Services with the City's existing parking meter systems.

- b) The integration with the following third party vendors which are currently available: T2 Systems and Parktoria/TicketManager. Specific integration assistance with any of these vendors is not in the scope of this schedule.
- c) The City's ability to, directly or through instructions to the Contractor, create, modify, suspend, eliminate, assign aliases for, and internally delegate the administration of, individual and group accounts created as part of the Contractor's provision of Cloud Services.

12.5 The City agrees (a) to have the premise(s) at which the Cloud Services will be used prepared in accordance with applicable Contractor requirements prior to the effective date of the installation plan and schedule; and (b) maintain the premise(s) at its own expense subsequent to completion of the installation plan and schedule. The City shall provide any and all necessary utility services for use of the Cloud Services.

12.6 In connection with the Contractor's Transition Assistance, the City will provide information, Data, computer access and time, work space, forms, data entry and telephone service and personnel reasonably necessary to assist the Contractor consistent with the City's computer use policies and procedures.

13. WARRANTIES, REPRESENTATIONS AND COVENANTS

13.1. Disabling Code Warranty. The Contractor represents, warrants and agrees that the Cloud Services do not contain and the City will not receive from the Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any City system or Data (a "Disabling Code").

13.2 In the event a Disabling Code is identified, the Contractor shall take all steps necessary, at no additional cost to the City, to: (a) restore and/or reconstruct any and all Data lost by the City as a result of the Disabling Code; (b) furnish to the City a corrected and fully functional version of the Cloud Services without the presence of Disabling Codes; and, (c) as needed, re-implement the Cloud Services at no additional cost to the City. This warranty shall remain in full force and effect during the term of this Agreement and any extension or renewal thereof.

13.3 Intellectual Property Warranty. The Contractor represents, warrants and agrees that: (a) the Contractor has all Intellectual Property Rights necessary to provide the Cloud Services to the City in accordance with the terms of this Agreement; (b) the Contractor is the sole owner or is a valid licensee of all software, text, pictures, audio, video, logos and copy that provides the foundation for provision of the Cloud Services, and has secured all necessary licenses, consents, and authorizations with respect to the use of these underlying elements; (d) the Cloud Services do not and shall not infringe upon any patent, copyright, trademark or other proprietary right or violate any trade secret or other contractual right of any Third Party; and (e) there is currently no actual or threatened suit against the Contractor by any Third Party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

13.4 Date/Time Change Warranty. The Contractor represents and warrants to the City that the Cloud Services provided will accurately process date and time-based calculations under circumstances of change including, but not limited to, century changes and daylight saving time changes. The Contractor must repair any date/time change defects at the Contractor's own expense.

13.5 THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE CLOUD SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Schedule C – Supplemental Items

Item	Price (excluding applicable taxes)	Notes
Additional LUKE II Meters, with configuration and specifications as set-out in Schedule A	\$8,495 per unit	Unit price guaranteed for a period of five (5) years from Effective Date for up to seventy (70) units. Additional units above seventy (70), in years 4 and 5, will be restricted to a maximum price of 7.5% above guaranteed unit price.
Supplemental Training	\$95 per hour	Time allocation excludes travel and is based on a one (1) hour course minimum and maximum class size of 12 people. Training to be at mutually agreed schedule and location.
Supplemental Labour	\$47.50 per hour	Hourly rate for hardware/software diagnostics and service, outside scope of equipment warranty under Agreement, Cloud Services warranties under Schedule B, and first thirty (30) minutes of service calls via the Meter Out of Order Line under Schedule E.
Ticket Rolls	\$45 per roll	Must meet Digital Payment Technology standards for warranty compliance
Meter doors & housing	\$1,563	Unit price guaranteed for five (5) years from Effective Date. Part pricing will include freight & handling and next business day delivery and not require a minimum order. Parts will be stocked locally and meet Digital Payment Technology
Meter pedestal	\$305	
Meter mounting assembly	\$23	
Thermal printer	\$750	
Credit card reader	\$300	
Coin inlet	\$35	
Receipt window	\$30	
Alpha-numeric keypad	\$189	
Main-board	\$1,755	
Modem	\$319	
Escrow assembly	\$270	
Coin- acceptor assembly	\$272	
Coin box	\$300	

City of Richmond
4688P – Parking Meter Replacement Program

Full key set	\$32	warranty.
Replacement lock	\$92	
Colour screen	\$410	
Solar element	\$378	
solar panel housing	\$500	
antenna knob	\$59	
antenna cable & base thread	\$34	
primary battery	\$75	

Schedule D – Freedom of Information Protection Schedule

Defined terms: In this Schedule, “personal information”, “public body”, “service provider”, “employee”, “associate” and “access” have the meanings set out in the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time (“FOIPPA”), the “City” means the City of Richmond, and “Contractor” means the Imperial Parking Canada Corporation.

1. **Employees, associates and subcontractors:** In this Schedule, any reference to Contractor includes its employees and associates, as well as any authorized subcontractor engaged by Contractor to perform obligations under the Agreement. Contractor will ensure that all such persons comply with the Contractor’s obligations set forth in this Schedule.
2. **Addition to other confidentiality obligations:** This Schedule is in addition to any other confidentiality and security obligations set forth elsewhere in the Agreement, and such other confidentiality obligations extend to and include personal information except as specifically modified by this Schedule.
3. **Application of FIPPA:** Contractor acknowledges: (a) the City is a public body and is subject to the provisions of FIPPA, and (b) Contractor is a service provider to the City, and as such it is subject to the provisions of FIPPA with respect to the personal information to which Contractor may have access pursuant to the Agreement. If the City provides any personal information to Contractor or Contractor otherwise obtains access to any personal information in the City’s custody or control, Contractor will comply with this Schedule and all applicable provisions of FOIPPA, including without limitation those provisions regarding the collection, storage, use, protection, and disclosure of personal information.
4. **Physical Custody:** Contractor acknowledges and agrees that, to the extent reasonably possible, all personal information will remain in the City’s physical custody, and Contractor will not remove any personal information from the City’s physical custody without the City’s express prior written approval.
5. **Custody and control:** If the City provides any personal information to Contractor pursuant to the Agreement, the City is transferring only physical custody of personal information to Contractor, not control of that personal information. Authority for the use, disclosure, access, destruction, and integrity of any personal information remains with the City at all times.
6. **Use of personal information:** If the City provides any personal information to Contractor, unless otherwise approved by the City in writing, Contractor will only use personal information for the performance of Contractor’s obligations under the Agreement.
7. **No storage, disclosure or access outside Canada:** If the City provides any personal information to Contractor, then unless the City otherwise directs in writing, Contractor will not store or disclose the personal information outside of Canada, will not access the personal information from outside Canada, and will not permit any other persons to have access to the personal information from outside Canada. If Contractor determines that temporary storage and access to the personal information may be required outside of Canada for the purposes of installing, implementing, maintaining, repairing, trouble-shooting or upgrading an electronic system, or for data recovery that is being undertaken following failure of an electronic system, Contractor will give notice to the City and the City may, in its sole discretion, permit the personal information to be stored or accessed from outside Canada for the minimum time necessary to fulfill the identified purpose, subject to Contractor’s compliance with such conditions (including storage and access conditions) as the City in its sole discretion considers appropriate.
8. **Authorized persons only:** If the City provides any personal information to Contractor, Contractor will ensure that no person collects, accesses, uses or discloses personal information except those employees, associates and authorized subcontractors of Contractor who are required to collect, access, use or disclose the personal information for the purpose of Contractor performing its obligations under the Agreement (“**Authorized Persons**”).
9. **Responsible senior person:** Contractor will appoint a knowledgeable senior person within its organization to be responsible for, and to have the authority to ensure, privacy compliance generally and compliance with this Schedule specifically.
10. **Security measures:** Contractor will have security measures in place to ensure that any personal information provided by the City is collected, accessed, used, disclosed and disposed of only by Authorized Persons. Such security measures will include without limitation:

- (a) restricted access to records containing paper copies of personal information;
- (b) restricted access to personal information stored on computer systems and electronic storage devices and media, by using unique user IDs and passwords that are linked to identifiable Authorized Persons, and subject to a documented audit trail;
- (c) personal information will not be removed from Contractor's premises unless approved by the City in writing in advance; and
- (d) personal information will not be transmitted over the Internet or any other wide area or local network unless Contractor uses industry standard practices for data security, including encrypting the transmission in a manner that renders it unreadable except by the intended recipient.

11. **Inspection by City:** Both during and after the term of the Agreement, Contractor will permit the City to conduct an inspection of Contractor's premises and information management systems in order to verify Contractor's information management policies or practices relevant to its compliance with this Schedule, provided that the inspection will be conducted: (a) on not less than two (2) days prior notice by the City to Contractor; (b) by the City's representatives (which may include an independent accounting firm selected and engaged by the City at its sole expense); (c) during normal business hours; (d) subject to reasonable security, confidentiality and access restrictions and requirements as may be required by Contractor.

12. **Notice of non-compliance:** Contractor will promptly give notice to City of any non-compliance or anticipated non-compliance with this Schedule (including any misappropriation of personal information) and will further inform the City of all steps Contractor proposes to take to address and prevent recurrence of such non-compliance or anticipated non-compliance.

13. **Foreign demands for disclosure:** Contractor acknowledges and agrees that it is subject to the laws of British Columbia and Canada as such laws affect its business. Contractor agrees that, if it receives any order, directive, ruling, requirement, judgment, injunction, award or decree, decision or other requirement ("**Order**") issued by a foreign court, an agency of a foreign state, or another authority outside Canada, which Contractor reasonably believes requires, directly or indirectly, the disclosure of personal information obtained by Contractor in connection with this Agreement, Contractor will immediately give notice to the City and comply with the notification and other obligations under FOIPPA.

14. **Termination for breach:** Any breach of this Schedule by Contractor or its employees, associates or authorized subcontractors will be considered a material breach of the Agreement by Contractor and will be grounds for immediate termination of the Agreement by the City without liability to Contractor of any kind if Contractor does not remedy such breach within seven calendar business days after written notice by the City. Contractor acknowledges that unauthorized disclosure to a third party of any personal information received by it from the City is a breach that cannot be remedied. Any termination of the Agreement under this Section 15 is in addition to all other rights and remedies to which the City is entitled pursuant to the Agreement or otherwise.

15. **Notices:** All notices to the City required under this Schedule will be in writing and delivered to the City at the address for notice specified in the Agreement with a copy delivered by overnight courier to: Director, City Clerk's Office, City of Richmond, 6911 No. 3 Road, Richmond, British Columbia, Canada, V6Y 2C1.

16. **Survival:** The provisions of this Schedule survive and apply after the expiry or termination of the Agreement.

Schedule E – Stocking, Maintenance & Collection Services

WHEREAS

- A. the City has installed or cause to be installed parking meters (including LUKE II Meters, three (3) Cale parking meters and four (4) Siemens parking meters) (collectively, the “Parking Meters”) for the purpose of collecting pay-parking revenue for on-street and off-street surface parking spaces owned by the City;
- B. The parties desire that the Contractor provide to the City certain services in respect to the Parking Meters,

THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Definitions

1.1. For the purposes of this Schedule:

- (a) “Balance of Revenue” means Gross Revenue less Fees and Expenses and Taxes Collected;
- (b) “Fees and Expenses” means:
 - (i) the fees set-out in sections 12.1 to 12.6 of the Agreement; and
 - (ii) supplemental parts and labour costs permitted by sections 2.2(d) and (e) of this schedule; and
 - (iii) other supplemental costs (i.e. supplemental training) approved in writing in advance by the City;
- (c) “Gross Revenue” means all pay-parking revenue, including Taxes Collected, from the Parking Meters, including without limitation, via the Extend-by-Phone Service, Pay-by-Phone Service, and cash and credit card transactions;
- (d) “Parking Meters” has the meaning set-out in Recital A of this schedule;
- (e) “Reports” means the reports set-out in section 4.1 of this schedule, and “Report” means one such report;
- (f) “Schedule E Services” means the services set-out in section 2.1 of this Agreement;
- (g) “Standards” means prevailing industry standards governing the storing, handling, processing and transmission of personal and financial information, including, but not limited to, Payment Card Industry (PCI) Data Security Standards (DSS); and
- (h) “Taxes Collected” means Taxes collected as part of Gross Revenue.

2. Services

2.1. The City hereby engages the Contractor to provide the following services, in accordance with the terms and conditions of this schedule:

- (a) collection and processing of payments (including without limitation, via the Extend-by-Phone Service, Pay-by-Phone Service, and cash and credit card transactions) made to the Parking

Meters, including up to forty-eight (48) LUKE II Meters, three (3) Cale parking meters and four (4) Siemens parking meters, which are located within the City's Block Meter Zones set-out in Schedule L of the City's Traffic Bylaw No. 5870, as amended or replaced from time to time;

- (b) monthly reconciliation and reporting in respect to Gross Revenue, Fees and Expenses, Taxes Collected, and Balance of Revenue, as set out in this schedule;
 - (c) compiling, collating and producing the Reports;
 - (d) stocking and maintenance of up to forty-eight (48) LUKE II Meters;
 - (e) stocking, external fault notification, system resets, vendor service assistance, external cleaning and solar panel snow removal for three (3) Cale meters and four (4) Siemens meters; and
 - (f) remitting all Taxes Collected to the Canada Revenue Agency and other taxing authorities, if applicable, in a timely manner,
- (collectively, the "Schedule E Services")

2.2 The following apply in respect to the Schedule E Services:

- (a) No provision of an additional service by the Contractor on an isolated request by the City or as a customer service gratuity by the Contractor shall be considered an amendment to or extension of the Schedule E Services.
- (b) Coin collection must be undertaken a minimum of once per week per Parking Meter.
- (c) The following are to be undertaken on an as required basis: software diagnosis, "bugs", paper roll replacement, battery replacement, simple coin or printer jam fix, receipt "dropping" failure fix, controller error re-boot, screen error re-boot, modem re-boot, controller replacement, solar, LCD & keypad cleaning, clock reset or adjustment, coin acceptor cleaning or replacement, card reader cleaning or replacement, printer cleaning or replacement, antenna replacement, housing touch-up re-paint, field testing and verification of programming (e.g. rate changes), and meter "hooding" for prolonged failures and/or special events.
- (d) The first thirty (30) minutes of labour (excluding travel time) are included in all service calls related to maintenance and/or system diagnostics of the Parking Meters made via the Meter Out of Order Line. Additional labour costs will be charged in accordance with Schedule C of this Agreement, and the Contractor shall obtain the prior approval of the City for any additional labour costs in excess of one (1) billable hour per service call.
- (e) Unless a warranty applies, parts are extra and will be charged in accordance with Schedule C of this Agreement. The Contractor shall obtain the prior approval of the City for any parts costs in excess of \$300 per service call.

3. Reconciliation of Gross Revenue and Deductions

- 3.1. On or before the 15th day of each month, the Contractor will provide the Reports to the City, via "pdf" email attachments, for the preceding calendar month, together with:

- (a) a cheque for the Balance of Revenue for the preceding calendar month if Gross Revenue exceeds Fees and Expenses and Taxes Collected; or
 - (b) an invoice for any deficit in the Balance of Revenue if the Fees and Expenses and Taxes Collected exceed Gross Revenue
- 3.2. Subject to section 3.3 of this schedule, the City will pay the invoice issued pursuant to section 3.1(b) of this schedule within thirty (30) days of receipt of the invoice. The City shall not be subject to late payment fees.
- 3.3. If the City wishes to dispute, further review, audit or otherwise seek clarification concerning any Report, or a portion of a Report, the City will not be liable for interest charges or late payments in respect to any amount payable pursuant to section 3.1(b) of this schedule. Upon written notification from the City, the Contractor will be allotted thirty (30) days to resolve any disputed amounts and provide information in relation to any amount that the City wishes to review, audit or clarify. On the thirty-first (31st) day, if the matter remains unresolved and relates to revenue shortfall, fee and/or expense discrepancy, which can be attributed directly to Contractor negligence or fraud, the Contractor will provide a credit to the City for the disputed portion of the revenue shortfall, fee and/or expense until the matter is resolved. If the matter remains unresolved by the ninety-first (91st) day, the dispute resolution procedures set-out in section 27 of the Agreement will be invoked and/or either party may terminate this Agreement in accordance with sections 24 or 25 of this Agreement.
- 3.4. If an audit conducted in accordance with section 3.3 of this schedule discloses underpayments to the City totaling in excess of one percent (1%) of Gross Revenue over the course of any one-year period, these amounts shall be paid to the City, together with interest at the rate of ten percent (10%) per annum, compounded quarterly from the date of underpayment. Such amounts and interest are payable to the City within sixty (60) days of the Contractor receiving the audit report. The City may at any time, in its discretion and expense, conduct an audit or request that an audit be conducted.
- 3.5. The Contractor represents and warrants that it is not a “non-resident” of Canada within the meaning of the *Income Tax Act* (Canada) and agrees to notify the City immediately of any change to this tax status during the Term.
- 4. Reports
 - 4.1. During the Term, the Contractor will provide the following reports, generally in the form set-out in Schedule F of this Agreement, via “pdf” email attachments to the City by no later than the 15th day of the following month:
 - (a) report detailing Gross Revenue for the preceding month (Report of Gross Revenue);
 - (b) report detailing the Fees and Expenses for the preceding month (Report of Fees and Expenses);
 - (c) report summarizing Gross Revenue, Fees and Expenses, Taxes Collected, and net profit/loss (Report of Balance of Revenue);
 - (d) report detailing service and meter activity levels (Report of Service and Meter Log Activity) for the preceding month, together with a summary of compliance with service levels set-out in section 7 of this schedule; and

- (e) such other reports on specific transactions and work activities (i.e. date captured or work logged), upon mutual agreement of the City and the Contractor.

5. City Obligations

- 5.1. Except for those obligations expressly assumed by the Contractor in this Agreement, the City is otherwise responsible for the Parking Meters, parking spaces associated with the Parking Meters, and the parking operations thereon. The Contractor shall not be responsible for general management of the parking spaces associated with the Parking Meters (including any other equipment in or on the parking spaces unless otherwise specified in this Agreement), its physical condition, repair, maintenance (including snow and ice), compliance with applicable laws, or the cost of any utilities servicing the parking spaces.
- 5.2. The City acknowledges that the Contractor shall have no responsibility for guarding or protecting the Parking Meters or associated parking spaces, its customers or their personal property against theft, vandalism or other intentional acts of third parties, except while the Contractor is performing Works or Services prescribed within the Agreement (and the City shall determine, at its sole discretion, whether and to what extent security measures or services may be required during such time).

6. Equipment and Changes

- 6.1. The City will bear all risk of loss or damage to the LUKE II Meters after is fully installed, unless such loss or damage is caused by the Contractor while performing the Works or Services.
- 6.2. The City will use commercially reasonable efforts to ensure the hardware for the LUKE II Meters are in compliance with the Standards throughout the Term. If, for any reason and at any time, a LUKE II Meter is not compliant with the Standards, the City shall, as soon as possible and practical, take the steps necessary to bring its hardware into compliance with the Standards.
- 6.3. If the hardware for any LUKE II Meter is not in compliance with Payment Card Industry (PCI) Data Security Standard (DSS), the Contractor reserves the right to immediately discontinue acceptance of credit card payment at the LUKE II Meter processed through the Contractor's merchant account. If, for any reason, the City refuses to upgrade its equipment to meet any new Payment Card Industry (PCI) Data Security Standard (DSS), then the Contractor may, at its option, stop processing credit card transactions until the City complies with such new Payment Card Industry (PCI) Data Security Standard (DSS).
- 6.4. The Contractor will provide the City with ninety (90) calendar days advance written notice of proposed changes to the Schedule E Services that may be imposed upon the Contractor due to changes in industry regulations (such as Payment Card Industry (PCI) Data Security Standard (DSS) compliance).

7. Service Levels

7.1. The Contractor will adhere to the following service levels for servicing LUKE II Meters:

Service Response Level	Attendance	Diagnosis	Interim Fix	Permanent Fix
Dispatch of a qualified technician to troubleshoot reported meter malfunctions between 7am & 11 pm daily, Monday through	2 hours	4 hours	3 days	30 days

Sunday, excluding statutory holidays				
--------------------------------------	--	--	--	--

7.2. For the purposes of section 7.1 of this schedule, service level response applies to all of the following issues:

- (a) Collective Problem - any deterioration or failure impacting LUKE II Meter operations;
- (b) Isolated Problem - any deterioration or failure impacting a proportion of Luke II Meters;
- (c) Intermittent Problem - any deterioration or failure of operations that recurs more than three (3) times within any given twenty-four (24) hour period impacting a LUKE II Meter; and
- (d) Critical Problem - any deterioration or failure of meter functions or corruption or loss of data related to the acceptance, processing and settlement of transactions for a Luke II Meter.

8. Technical Support

8.1. The Contractor shall not withdraw technical support for any of the Schedule E Services, in whole or in part, without providing six (6) months advance written notice to the City.

9. Additional Support

9.1. The Contractor shall provide a current list of persons and telephone numbers for the City to contact to enable City to escalate requests to resolve issues related to the Schedule E Services that cannot be resolved by a help desk technician or for circumstances where a help desk technician does not respond.

9.2. The Contractor shall provide to the City and keep current a list of persons and telephone numbers (the "Calling List") for City to contact in regard to issues with the Schedule E Services. The Calling List shall include: (1) the first person to contact if a question arises or problem occurs; and (2) the persons in successively more responsible or qualified positions to provide the answer or assistance desired. If Contractor does not respond promptly to any request by City for telephone service, City may attempt to contact the next more responsible or qualified person on the Calling List until contact is made and a designated person responds to the call.

Schedule F – Sample Formats for Reports

Report of Gross Parking Meter Revenue - January 1 to 31, 2014

Meter Identifier	Coin Revenue	C.C. Revenue	Phone Revenue	Total Revenue	Less GST	Less Lot Tax	Net Profit
Meter 01	\$250.00	\$500.00	\$150.00	\$900.00	\$63.00	\$225.00	\$612.00
Meter 02	\$250.00	\$500.00	\$150.00	\$900.00	\$63.00	\$000.00	\$837.00
Meter ...	...	...	...	...	...	...	...
Totals	\$10,000.00	\$10,000.00	\$5,000.00	\$25,000.00	\$1,750.00	\$775.00	\$22,475.00

Report of Fees and Expenses - January 1 to 31, 2014

Service	Quantity	Unit Cost	Extended Cost
Wireless/EMS/Hosting Fee	45	\$ 65.00	\$ 2,925.00
Stocking, Maintenance & Collection Fee	n/a	\$ 2737.00	\$ 2,737.00
C.C. Processing & Settlement Transactions	375	% 3.95	\$ 69.25
Extend-by-Phone Transactions	250	\$ 0.25	\$ 62.50
Pay-by-Phone Transactions	175	\$ 0.35	\$ 00.00
Supplemental Training Hours	0.0	\$ 95.00	\$ 00.00
Supplemental Labour Hours*	4.0	\$ 47.50	\$ 190.00
Supplemental Part Units **	1.0	\$ 300.00	\$ 300.00
		Subtotal	\$ 6,283.75
		PST (7%)	\$ 15.00
		GST (5%)	\$ 439.85
		Total	\$ 6738.60

* (e.g. meter relocations)
** (e.g. coin box replacement)

Report of Balance of Revenue - January 1 to 31, 2014

Revenue	
Parking Meter Revenue	\$ 25,000.00
Deductions	
Fees and Expenses	\$ 6,738.60
Taxes Remitted/Owing to Canada Revenue Agency	\$ 2,525.00
Variance	
Gross Profit/Loss	\$ 15,736.400

Report of Service & Meter Activity - January 1 to 31, 2014

Meter Identifier	Coin Collections (#)	Service Calls (#)	Call Duration (hours)	Call Response (hours)	Downtime (hours)	Other (#####)
Meter 01	2	1	0.50	1.0	0	
Meter 02	2	1	0.25	0.5	0.5	
Meter ...	...	...	...	...	...	...
Totals	4	2	0.75	0.75	0.5	



City of Richmond

Memorandum Community Bylaws

To: Phyllis Carlyle
General Manager, Law and Community Safety

Date: May 24, 2013

From: Edward Warzel
Manager, Community Bylaws

File: Contract 4688P

Re: Award of Contract 4688P - Parking Meter Replacement Program

Project Description

The scope of work for this project includes the following:

Purchase of forty-five (45) parking meters for the purpose of replacing the City's aging machine inventory, including ancillary equipment to facilitate a turn-key parking management solution, through partnership with a qualified supplier who has the knowledge, technical resources, industry experience, reputation and capacity to implement a total parking management solution. This includes the supply and installation of new machines, configuration of supporting software, comprehensive training, and on-going service and support.

A procurement document for the above noted work was prepared by staff and issued to market on November 14th, 2012.

Public Bidding

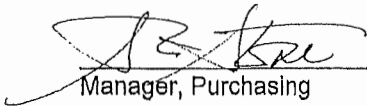
Seven proposals were received on December 4th, 2013 and a three stage process was applied to identify the preferred vendor. Stage 1; all proposals were scored with the top four vendors short-listed for site tours. Stage 2; four site tours were scored with the top two vendors short-listed for reference checks. Stage 3; the highest overall score was used to designate a preferred vendor. Note; evaluation criteria remained consistent throughout the process and covered criteria such as quality of equipment, user friendliness, software integrity, industry experience, value-added services, operating costs and best overall value.

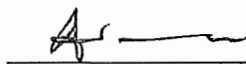
Company	Total Amount	Rank
Impark (Digital Systems)	\$382,275	1
Aparc Systems	\$356,850	2
Cale Systems	\$429,525	3
Precise Parklink	\$274,500	4
Trafeo Canada	\$377,775	5
Amano McGann	\$327,510	6
Global Parking Solutions	\$477,630	7

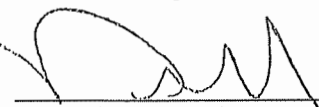
Recommendation

That Contract 4688P for the Parking Meter Replacement Program is awarded to the lowest qualified and responsible bidder; Impark (Digital Payment Systems), at the tendered amount of \$382,275.00 exclusive of **GST and PST**.

The following signatures concur with this request:

Award Approval  May 28/13
Manager, Purchasing Date

Award Approval  June 6 /13
General Manager, Business and Financial Services Date

Award Approval  June 3, 2013
General Manager, Law and Community Safety Date

Edward Warzel
Manager, Community Bylaws
(4601)

Requester:

Signed award memo (briefing memo) by all parties, to be scanned into REDMS. Once scanned, email the REDMS # to Purchasing requesting a Purchase Order.

Vendors	Edward Warzel		Steffan Zamzow		Curt Toews		Panel Average		
	RFP Score	Site Score	RFP Score	Site Score	RFP Score	Site Score	RFP Score	Site Score	
Digital	76.9%	79.2%	77.9%	75.8%	77.3%	76.7%	77.3%	77.2%	95.0%
Aparc	82.4%	76.7%	82.8%	82.5%	79.5%	79.2%	81.6%	79.5%	60.0%
Cale	69.9%	68.3%	74.5%	70.0%	72.3%	69.2%	72.3%	69.2%	0.0%
Precise	66.2%	65.0%	71.5%	64.2%	71.4%	65.8%	69.7%	65.0%	0.0%
Trafco	65.0%	0.0%	64.0%	0.0%	66.8%	0.0%	65.3%	0.0%	0.0%
Amano	60.0%	0.0%	60.9%	0.0%	60.4%	0.0%	60.4%	0.0%	0.0%
Global	52.2%	0.0%	54.8%	0.0%	55.0%	0.0%	54.0%	0.0%	0.0%

Vendors	Weighting		Reference		RFP		Site		Reference		Combined Score		Outcome
	RFP	Site	RFP	Site	RFP	Site	RFP	Site	RFP	Site	RFP + Site + Ref.		
Digital	50.0%	40.0%	10.0%	10.0%	38.7%	30.9%	9.5%	79.1%	79.1%	79.1%	79.1%	79.1%	Selected
Aparc	50.0%	40.0%	10.0%	10.0%	40.8%	31.8%	6.0%	78.6%	78.6%	78.6%	78.6%	78.6%	Backup 1
Cale	50.0%	40.0%	10.0%	10.0%	36.1%	27.7%	0.0%	63.8%	63.8%	63.8%	63.8%	63.8%	Backup 2
Precise	50.0%	40.0%	10.0%	10.0%	34.9%	26.0%	0.0%	60.9%	60.9%	60.9%	60.9%	60.9%	Eliminated
Trafco	50.0%	40.0%	10.0%	10.0%	32.6%	0.0%	0.0%	32.6%	32.6%	32.6%	32.6%	32.6%	Eliminated
Amano	50.0%	40.0%	10.0%	10.0%	30.2%	0.0%	0.0%	30.2%	30.2%	30.2%	30.2%	30.2%	Eliminated
Global	50.0%	40.0%	10.0%	10.0%	27.0%	0.0%	0.0%	27.0%	27.0%	27.0%	27.0%	27.0%	Eliminated

Comments: REDMS 3832332

03-1000-20-4688

AMENDMENT AND EXTENSION OF SERVICE AGREEMENT

THIS AMENDING AGREEMENT is dated as of Dec 8, 2015.

BETWEEN: City of Richmond
6911 No. 3 Road, Richmond, BC, V6Y 2C1

(the "City")

AND: Imperial Parking Canada Corporation
300 - 601 West Cordova St., Vancouver, BC, V6B 1G1

(the "Contractor")

WHEREAS:

- A. The City and the Contractor entered into an agreement (the "Service Agreement") effective December 1, 2014 regarding the on-street and off-street parking spaces located in Richmond, BC;
- B. The City wishes to be responsible for the remittance of any Taxes to the appropriate taxing authorities and wishes to engage the Contractor to collect Taxes on its behalf as its agent;
- C. The parties have agreed to amend the Service Agreement as set out herein with such amendments to be effective as of and from December 1, 2015;

NOW THEREFORE, THIS AGREEMENT WITNESSES THAT in consideration of the premises and mutual covenants and agreements herein contained, the parties agree as follows:

1. All capitalized words used but not defined herein shall have the meanings given to them in the Service Agreement.
2. Section 6 of the Service Agreement is deleted in its entirety and replaced with the following:

"6. Legal Relationship

6.1 The parties hereby agree that the legal relationship between the City and the Contractor or the Contractor and any affiliate, as the case may be, arising pursuant to the Service Agreement shall be that of principal and agent, but the agency thereby contemplated shall be limited solely to those matters within the scope of the Services under this Service Agreement as hereby amended. As agent for the City, the Contractor

acknowledges that it will collect Taxes on behalf of the City and remit the Taxes to the City and the City will be responsible for the reporting, calculation and remittance of any Taxes to the appropriate taxing authorities, and hereby releases and agrees to indemnify the Contractor in respect of any claims, actions, liabilities, penalties, costs and expenses suffered by the Contractor arising out of the City's failure to do so. This indemnity shall survive the expiration or earlier termination of the Service Agreement.

3. The following sentence shall be added to the end of the paragraph of section 11.3 Payment for Extend-by-Phone Service of the Service Agreement:

"The five (5) years of this service shall commence upon the request for activation by the City."
4. Section 28.6 of the Service Agreement is deleted in its entirety.
5. All references to "Cale parking meters" and "Siemens parking meters" are deleted from the Service Agreement.
6. Section 1.1 (a) of Schedule E of the Service Agreement is amended to delete the words "and Taxes Collected" as follows:

"Balance of Revenue" means Gross Revenue less Fees and Expenses;"
7. Section 2.1(e) of Schedule E of the Service Agreement is deleted in its entirety.
8. Section 2.1(f) of Schedule E of the Service Agreement is deleted in its entirety and replaced with the following:

"(f) remitting all Taxes Collected to the City to remit to the Canada Revenue Agency and other taxing authorities, if applicable, in a timely manner, ",
9. Section 3.1(a) and (b) of Schedule E of the Service Agreement are amended to delete the words "and Taxes Collected" as follows:

(a) "a cheque for the Balance of Revenue for the proceeding calendar month if Gross Revenue exceeds Fees and Expenses; or

(b) an invoice for any deficit in the Balance of Revenue if the Fees and Expenses exceed Gross Revenue;"
10. The following is added to the Service Agreement as section 3.6 of Schedule E:

"3.6 Notwithstanding the fact the Contractor will report and remit all Taxes Collected to the City, the City will be responsible and assumes all liability for calculating, reporting and remitting any and all Taxes owing to the appropriate taxing authority."

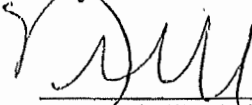
11. The chart in Schedule F of the Service Agreement titled "Report of Balance of Revenue – January 1 to 31, 2014", is hereby amended to delete the line titled "Taxes Remitted / Owing to Canada Revenue Agency" in its entirety and replace it with the following:

"Taxes Collected"

12. This Amending Agreement shall be read with and form a part of the Service Agreement. Apart from the foregoing, all other terms and conditions of the Service Agreement remain unchanged.
13. Pursuant to section 13.2 of the Service Agreement, the parties hereby agree the City has exercised its option to extend the Service Agreement for the Extension Term, which shall expire on December 31, 2018, on the same terms, rates and conditions, including the amendments set out herein.

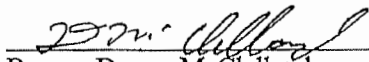
IN WITNESS OF THE ABOVE, the parties have executed this Amending Agreement by their duly authorized representatives.

City of Richmond



By: Phyllis Carlyle
Title: General Manager, Law and Community Safety

Imperial Parking Canada Corporation



By: Darren McClelland
Title: Regional Manager