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ENERGY EVENTS CENTRE



**ROTORUA**  
LAKES COUNCIL  
Te kaunihera o ngā roto o Rotorua

**Contract 18/008**

**Management of Public Parking,  
Supply of Technology,  
Enforcement Services and  
Back Office Processing**

**Innovative Parking Solutions  
Limited (iPark)**

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## PARTIES

**Rotorua Lakes Council (Council)**

**Innovative Parking Solutions Limited (iPark)**

## BACKGROUND

- A The Council is a local authority under the Local Government Act.
- B Under the Transport Act 1962 it is a function of Council to manage and ensure compliance of its parking regulations in its jurisdiction.
- C The Council issued an invitation for proposals in respect of managing its parking assets, supply of technology and back office processing (**Parking Technology and Management**).
- D iPark (Harding Traffic) submitted a response to Council's invitation for proposals in respect of the provision of the Services.
- E The Council and iPark have agreed to enter into this Contract setting out the basis on which iPark will provide the Parking Technology and Management (**Product and Services**) over the term of this Contract.

## OPERATIVE PROVISIONS

### 1. SCOPE OF CONTRACT

#### Obligations of Parties

- 1.1 iPark shall perform the Services in accordance with Schedule 2 - Services, and shall fulfil all of its obligations under this Contract.
- 1.2 The Council shall make payment to iPark as set out in clause 15 and shall fulfil all of its obligations under this Contract.

#### Condition precedent

- 1.3 This Contract is conditional upon (as a condition precedent) the entry by iPark as the Lead Contractor into the subcontract with any sub-contractors as listed in Schedule 11 on terms and conditions acceptable to iPark prior to the commencement date.

## Contract

- 1.4 This Contract includes a price payable (as set out in Schedule 6 – Payment) and includes a system of Contract Price adjustments.
- 1.5 This Contract employs a ‘partnering’ style of contract management with regular partnering meetings between the parties to discuss the performance of the Product and Services.

## Term of Contract

- 1.6 This Contract commences on 1 July 2018. It expires on the Expiry Date set out in Schedule 1 – Contract Details or earlier termination in accordance with this Contract or by operation of law.
- 1.7 The provision of the Services will commence on the Commencement Date set out in Schedule 1 – Contract Details. The parties acknowledge that there are obligations under this Contract which will be required to be performed prior to the Commencement Date.

## Extension of Term

- 1.8 The term of this Contract may be extended beyond the Expiry Date for a further period as specified in Schedule 1 – Contract Details (or any other period agreed between the Council and iPark) on either the same or amended terms and conditions in accordance with the following:
- 1.8.1 The Council may in Council’s complete discretion, initiate extension of term discussions with iPark at any time but shall initiate such discussions (where appropriate) not later than 12 months prior to the Expiry Date.
- 1.8.2 If Council decides prior to that 12 months period not to offer an extension of term to iPark, the Council will advise iPark of that decision not later than 12 months prior to the Expiry Date.
- 1.8.3 If iPark wishes to extend the Contract on the basis tabled by the Council it shall signify accordingly by written notice to the Council within 1 month of receipt of the Council’s proposal.
- 1.8.4 If the Council’s extension of term proposal is not acceptable to iPark, iPark shall give written notice to the Council as soon as is practicable but not later than 1 month from receipt of the Council’s proposal.
- 1.8.5 If the Council’s proposal is not acceptable to iPark, the parties may continue further negotiations in an endeavour to determine a mutually acceptable basis for a renewal. Either party may discontinue such negotiations at any time.



- 1.8.6 If no agreement is reached as to an extension of Term within 3 months of the date of Council's proposal the Council shall have the right, in its absolute discretion, to discontinue negotiations and re-tender for the Services.
- 1.8.7 Neither party shall be bound to enter into an agreement to extend the term of this Contract.
- 1.8.8 The Contract shall not be extended until both parties have entered into a formal extension of term agreement.
- 1.8.9 Each party shall bear their own costs in relation to extension of term negotiations and the documenting and signing of any extension of term agreement.

## **2. FIRST YEAR REVIEW**

- 2.1 The parties will undertake a contract review after the completion of the first Contract Year.
- 2.2 The review shall cover such Contract performance and other issues as the parties shall elect but shall include a review of the effectiveness of the Contract and the payment model and, the effectiveness and completeness of the performance indicators and penalties as in Schedule 3 – Performance Indicators.
- 2.3 The parties shall only implement changes to the Contract arising out of the review as are agreed by the parties. Such changes shall be implemented under clause 16 Variations.

## **3. SERVICES**

### **Services Scope**

*(This section will be further defined once the negotiated with the preferred supplier)*

- 3.1 The Services to be provided under this Contract generally comprise the following tasks (which are more particularly set out in Schedule 2 - Services):

### **Parking Management Equipment**

- Provision of on street equipment to manage the collection of parking fees
- Licence Plate Recognition solution

- Parking Wardens Handhelds
- Appropriately branded Vehicles

#### **Parking enforcement services**

- Total on street parking enforcement services
- Abandoned vehicle control
- Identifying and actioning parking equipment faults
- Identifying faulty road signs and road markings
- Special event parking enforcement services
- Supplier of appropriately trained and experienced personnel.

#### **Parking infringement processing and administration services**

- Back office processing hardware and software and labour resource
- Supplementary/Back Up Front Counter Solution
- Processing of parking infringements
- Collection of infringement fees
- Provision of supplementary/back up Call Centre capable of accepting telephone and internet credit card payment services (including management of an internet web page) and provision of assistance and advice;
- Debt collection services;
- Administration of prosecution hearings; and
- Reporting.

3.2 iPark shall provide the Services in a proper and professional manner, to the standards set out in Schedule 2 - Services and Schedule 3 - Performance Indicators, in accordance with all applicable Standard Operating Instructions and Guidelines and otherwise in accordance with the requirements of this Contract.



## **Changes to Service performance**

- 3.3 iPark shall promptly give notice to the Council if it becomes aware of any matter which will materially impact on the delivery of the Services by iPark. The notice shall give reasonable detail of the nature of the cause and impact and iPark's planned response.
- 3.4 Council will promptly give notice to iPark if it becomes aware of any matter which will materially impact on the delivery of the Services by iPark which iPark could not reasonably be expected to know.

## **4. QUALITY ASSURANCE AND PLANNING**

### **Transition Plan**

- 4.1 iPark shall prepare a Transition Plan in accordance with its proposal and the provisions of this Contract. iPark shall submit the Transition Plan to Council for approval (such approval shall not be unreasonably withheld or delayed) within 60 Working Days of the execution of this Contract but a minimum of 30 days prior to the commencement date of the contract
- 4.2 The Transition Plan shall detail the measures required to ensure the efficient and timely transition of the provision of the Services to iPark.
- 4.3 The approved Transition Plan shall be the Transition Plan for the purposes of this Contract.
- 4.4 Both parties shall comply with the approved Transition Plan.
- 4.5 The parties acknowledge that work will need to be done prior to the commencement date of this contract. This work will be in accordance with the approved Transition Plan

### **Risk Management Plan**

- 4.6 iPark shall prepare a Risk Management Plan in accordance with its Proposal. iPark shall submit the Risk Management Plan to Council for approval (such approval shall not be unreasonably withheld or delayed) within 20 Working Days of the execution of this Contract but a minimum of 10 days prior to the commencement date of the contract
- 4.7 The Risk Management Plan shall include a risk assessment for the provision of the Services and detail iPark's risk management procedures and plans as required to properly manage all identified risks.

4.8 The approved Risk Management Plan shall be the Risk Management Plan for the purposes of this Contract.

4.9 Both parties shall comply with the Risk Management Plan.

### Quality Assurance

4.10 iPark shall have and comply with a reasonable quality assurance process.

4.11 iPark shall submit to the Council its Quality Assurance Plan in accordance with its Proposal within 20 Working Days of the execution of this Contract but a minimum of 10 days prior to the commencement date of the contract, detailing the following:

4.11.1 compliance with all elements of this Contract in respect of the quality of the Services to be provided;

4.11.2 a monitoring and reporting regime;

4.11.3 procedures for subcontractor liaison and performance monitoring;

4.11.4 compliance with all health and safety procedures;

4.11.5 implementation of all required personnel vetting, training and induction programmes, including (but not limited to) those set out in the Proposal;

4.11.6 compliance with the scope of Services (including Guidelines), including but not limited to:

- reliability and timeliness in provision of the Services;
- overall management of infringement processing including the collection of fees and infringement fines and administration of enforcement;
- overall management of parking services and abandoned vehicle control services including warden supervision;
- safety officer roles and duties;
- customer service and public relations;
- compliance with confidentiality requirements;
- accuracy in all documentation and verbal communications;



- complaints procedures;
- procedures protecting against theft, fraud, employee dishonesty;
- procedures for parking problem areas;
- reporting procedures.

## Health and safety

- 4.12 iPark will comply with its obligations and ensure that its subcontractors comply with their obligations under the HSW Act and all regulations made under the HSW Act and all approved codes of practice.
- 4.13 iPark shall appoint a single person as the Safety Officer for the Services. The Safety Officer shall be the primary point of contact on all health and safety matters. iPark will give written notice of the name and contact arrangements for the Safety Officer to Council's Representative.
- 4.14 iPark shall prepare a written health and safety plan for the Contract and agree this with the Council. The health and safety plan will address how all parties associated with the execution of this contract will comply with the HSW Act and the health and safety obligations under this Contract. iPark will maintain the plan and ensure that it is comprehensive and takes into account any changes in the HSW Act and any regulations made under the HSW Act.
- 4.15 iPark will provide a copy of its health and safety plan to the Council not later than 60 Working Days of the execution of this Contract but a minimum of 20 days prior to the commencement date of the contract. iPark will provide any updates or revisions of the health and safety plan to the Council within 10 Working Days of making any such changes.
- 4.16 iPark shall incorporate the following into its health and safety plan together with all other matters that are required to be covered in the plan in order to comply with its obligations under this Contract:
- 4.16.1 the prior identification and assessment of hazards arising in connection with the Services and the steps proposed to eliminate or minimise significant hazards;
  - 4.16.2 procedures for the identification and management of new hazards arising during the carrying out of the Services;
  - 4.16.3 procedures for the management of safety in relation to the Services and this Contract generally, including the allocation of responsibility within iPark's personnel;

- 4.16.4 procedures for ensuring that iPark contracts with subcontractors having the required health and safety competence, that all subcontractors have proper safety plans and will comply with the requirements of the HSW Act and this Contract;
  - 4.16.5 the need for and provision of correct protective equipment and training and the use of protective equipment if necessary;
  - 4.16.6 standard work procedure methodologies to minimise hazards;
  - 4.16.7 the training and supervision of iPark's personnel engaged in carrying out the Services;
  - 4.16.8 the audit and inspection of iPark's health and safety procedures to ensure compliance with the safety requirements of the HSW Act and this contract;
  - 4.16.9 the promotion of health and safety principles and encouraging of commitment to health and safety by iPark's personnel.
- 4.17 iPark and the Council will comply with its health and safety plan.
- 4.18 iPark shall:
- 4.18.1 maintain a register of accidents and serious harm;
  - 4.18.2 investigate accidents, incidents and near misses and identify their root cause;
  - 4.18.3 ensure that all persons under iPark's control are appropriately supervised.
- 4.19 iPark will implement and carry out an audit and inspection as shall be required to ensure compliance by all its personnel with iPark's health and safety plan and compliance with iPark's health and safety obligations under this Contract.
- 4.20 iPark shall give to the Council a copy of any report which iPark is required to make to a public authority on any accident which is associated with the provision of the Services and results in serious harm to any person.
- 4.21 To the extent allowed by law, each party indemnifies and shall keep indemnified the other party against all costs, damages, loss and expenses incurred or suffered by either party arising out of any breach of this Contract by the other party.
- 4.22 Council has joined the joint Waikato/BOP local authority Health & Safety Pre-qualification Scheme which requires independent 3rd party health and safety



assessment by SHE Software NZ Ltd. iPark shall obtain SHE Software accreditation prior to the commencement of the Services.

- 4.23 iPark will co-operate with the Council in any audit undertaken by the Council or its agents. iPark will allow the Council or its agent access to all aspects of the Services, to carry out such audits.

### **Training**

- 4.24 iPark shall provide specific and relevant training to all of its personnel prior to any4personnel carrying out the Services. All such instruction and training shall be at iPark cost.
- 4.25 iPark shall ensure that all personnel involved in the provision of the Services are kept informed and trained in respect of any new legislation, bylaws, Council standards and notices.
- 4.26 iPark shall forward a copy of its training manual to the Council 20 days prior to the commencement date of this Contract.
- 4.27 The Council shall review the training manual and provide comment to iPark as to its adequacy and alignment with Councils Guidelines and existing standard operating procedures.
- 4.28 The parties acknowledge that it is iPark's obligation to ensure the training manual is consistent with iPark's obligations under this Contract. Any comment or approval given by Council shall not release iPark from or diminish that obligation.

## **5. iPark's obligations**

### **Comply with instructions**

- 5.1 iPark shall comply with all reasonable directions given by the Council's Representative under this Contract.
- 5.2 If compliance with any such directions requires iPark (acting reasonably) to undertake operations which are additional to the Services or to incur costs which are additional to the costs iPark reasonably expected to be incurred in performing the Services as at the date of execution of this Contract, such directions shall be treated as a Variation request under clause 16 of this Contract.

### **Comply with legislation and Council standards**

- 5.3 In providing the Services, iPark shall comply with all applicable legislation and regulations including but not limited to, all Council bylaws.

- 5.4 Should any changes in applicable legislation, regulations or bylaws result in an increase or decrease in the scope of the Services or cause iPark (acting reasonably) to incur costs which are additional to the costs iPark reasonably expected to be incurred in performing the Services as at the date of execution of this Contract, then such increase or decrease shall be treated as a Variation request in accordance with clause 16 of this Contract.
- 5.5 Should any changes in applicable legislation, regulations or bylaws result in an increase or decrease in the scope of the Services or cause iPark (acting reasonably) to lose revenue as defined in Clause 2.4 of Schedule 6, for which iPark could reasonably have expected to receive in performing the Services as at the date of execution of this Contract, then such increase or decrease shall be treated as a Variation request in accordance with clause 16 of this Contract.

In providing the Services, iPark shall comply with Council's Corporate Policies in Schedule 13 - Council's Corporate Policies.

### **Performance Standards**

- 5.6 iPark warrants that it possesses the necessary skills, personnel, organisation and equipment to provide the Services in accordance with this Contract and agrees that it shall:
- 5.6.1 meet or exceed the performance standards set out in Schedule 3- Performance Indicators;
  - 5.6.2 provide the Services and perform its obligations under this Contract in accordance with the standards and requirements set out in this Contract and with accepted standards and practice;
  - 5.6.3 exercise all reasonable skill, care and diligence in providing the Services; and
  - 5.6.4 provide timely and efficient Services to the Council.

### **Protection of Council reputation**

- 5.7 iPark will not engage in any conduct or practice in the provision of the Services and will ensure that its personnel do not engage in any conduct or practice in the provision of the services which is or reasonably could be detrimental or harmful to the good name, or reputation of the Council.

### **Provide equipment and materials**

- 5.8 iPark shall provide all equipment, tools, materials and supplies required to perform the Services unless otherwise specified in this Contract.



- 5.9 iPark shall only utilise equipment for the issuing of parking Infringement Notices as shall be approved by Council, such approval not to be unreasonably withheld. Equipment nominated in iParks proposal shall be deemed approved.

### **Personnel**

- 5.10 iPark shall provide appropriately skilled and experienced personnel to carry out the Services.
- 5.11 iPark shall ensure that any personnel performing Services are appropriately qualified and maintain all certificates, licences and registrations which are reasonably required for them to perform such Services.
- 5.12 iPark shall ensure that sufficient technical and secretarial support personnel are available to ensure the timely completion and submission of all reports and other information required to be provided under this Contract.
- 5.13 iPark shall only use personnel in the provision of the Services that are capable of performing the Services and who will promote a positive public image of both the Council and iPark.
- 5.14 iPark shall not knowingly utilise any employee or representative or subcontractor in the provision of the Services that has a criminal record or is in default of obligations under any Infringement Notice at the time of employment. The Contractor shall ensure that all the personnel involved in providing the Services are vetted under the clearance provisions administered by the Department for Courts prior to being utilised in the provision of the Services.
- 5.15 The Council shall be entitled on reasonable grounds (relating to honesty, integrity or interaction with the public) to give notice (stating reasons) to iPark requiring that any person utilised in the provision of the Services be no longer utilised in providing the Services provided that, before giving that notice, the Council has advised iPark of its concerns and has given iPark reasonable opportunity to address them. iPark shall take all necessary action to comply with such request.
- 5.16 iPark acknowledges that the Council will from time to time require iPark personnel to attend Court in respect of parking infringement proceedings. iPark will ensure its personnel are available for Court appearances as required.
- 5.17 The Council acknowledges that where iPark or one of its subcontractors has employed a person to carry out duties under this contract that the employment laws of New Zealand must be adhered to. Any objection from the Council to a person carrying out such duties must take into account these laws and any requirement for removal of a person from those duties can only be done when legal grounds for terminating that person's employment have been established.

## **Parking Wardens**

- 5.18 iPark shall ensure that, in relation to the relevant elements of the Services, only personnel appointed as Parking Wardens shall carry out the duties of Parking Wardens.
- 5.19 iPark will ensure that all iPark personnel appointed as Parking Wardens carry out such duties in a responsible and proper manner.
- 5.20 iPark shall immediately as is practicable notify the Council when a person holding a Council warrant ceases to be utilised in that role in the provision of the Services (whether through resignation or dismissal or transfer).
- 5.21 iPark shall ensure that warranted personnel that resign or cease to fulfil a warranted Council Officer role return that person's warrant of appointment and warrant card to Council on the first Working Day after that person resigns or ceases to carry out a warranted officer's duties.

## **Council Officers**

- 5.22 iPark shall ensure that only personnel holding delegations as Council officers shall carry out those Services which are required to be carried out by Council officers.
- 5.23 iPark will ensure that all iPark personnel that hold delegations as Council officers carry out such duties in a responsible and proper manner.
- 5.24 iPark shall ensure that all iPark personnel who hold delegations as Council officers shall acknowledge that they are at all times subject to the reasonable control and direction of the Council when performing those Services required to be performed by an officer of the Council.

## **Key Personnel**

- 5.25 iPark shall utilise the Key Personnel in their nominated roles and shall not remove Key Personnel from the Services, vary the duties of Key Personnel as they specifically relate to this Contract, or replace any Key Personnel nominated for the Services without the prior approval of the Council. This clause does not apply where a key person resigns from their employment with iPark or any of its sub-contractors. Key Roles and the people assigned to them are listed in Schedule 1
- 5.26 Any replacement of Key Personnel proposed by iPark shall require the Council's written approval (such approval shall not be unreasonably withheld or delayed). Wherever possible iPark shall allow for an appropriate period of overlap to prevent any loss of continuity in performance of the Services. All costs of replacing assigned personnel including the costs of information transfer between iPark's personnel shall be borne by iPark.



- 5.27 The Council shall be entitled on reasonable grounds to give notice (stating reasons) to iPark requiring that any of the Key Personnel provided by iPark be no longer employed in providing the Services provided that, before giving that notice, the Council has advised iPark of its concerns and has given iPark reasonable opportunity to address them. iPark shall take all necessary action to comply with such request
- 5.28 The Council acknowledges that where iPark has employed a person to carry out duties under this contract that the employment laws of New Zealand must be adhered to. Any objection from the Council to a person carrying out such duties must take into account these laws and any requirement for removal of a person from those duties can only be done when legal grounds for terminating that person's employment have been established.

### **Uniforms and identification**

- 5.29 iPark shall ensure that all personnel utilised in the provision of Parking Enforcement Services that interact with or deal with (on a face to face basis) the public wear an appropriate uniform (in the correct manner) which has been approved by the Council (such approval shall not be unreasonably withheld) when providing the Services and shall ensure that all personnel have suitable identification which is clearly displayed at all times.
- 5.30 iPark personnel shall not wear uniform when off duty.
- 5.31 When attending Court, all Parking Wardens shall wear uniforms which shall be clean and pressed.

### **Vehicle identity**

- 5.32 iPark shall ensure that all vehicles used in of provision of the Parking Enforcement Services display suitable identification which has been approved by the Council (such approval shall not be unreasonably withheld).

### **Interface with the public**

- 5.33 iPark will ensure all communications and dealings with members of the public in the provision of the Services are carried out in a polite and businesslike manner and shall, in providing the Services do all things reasonably possible to foster good relationships between the Council and the public.
- 5.34 iPark shall ensure that all personnel utilised in positions where they might interface with the public are skilled and competent in customer relationship management.

## **Co-operation**

- 5.35 In the provision of the Services iPark shall co-operate with the Council, and other contractors engaged by the Council to provide allied services.

## **Other Contractors**

- 5.36 iPark shall take all reasonable steps within its control to ensure that the Services are at all times co-ordinated with the Council's other services supplier where those services relate to this contract.

## **Council's Facilities**

- 5.37 iPark and its personnel shall not use any Council facilities unless provided under this Contract or with the prior written consent of the Council's Representative.

## **Guidelines**

- 5.38 iPark shall provide the Services in accordance with the Guidelines.
- 5.39 The Council may, on written notification to iPark, make amendments to the Guidelines as it shall require during the term of the Contract. All such amendments that fall within the scope of the Guidelines and current practice as at the date of this Contract, shall be covered by the Contract Price. Any amendment or series of amendments that materially alters iPark's costs or overheads shall be treated as a Variation request under clause 16.

## **Consents**

- 5.40 iPark shall at its sole cost obtain all necessary consents and permits required to carry out the Services.

## **6. SUBCONTRACTS**

### **Approval of Subcontractors**

- 6.1 iPark may engage subcontractors as have been approved in writing by the Council (such approval shall not be unreasonably withheld or delayed) to carry out any material part of the Services under this Contract. iPark will be responsible for the payment of all subcontractors' fees.
- 6.2 iPark shall not subcontract all of the Services to be provided by it under this Contract.



- 6.3 iPark acknowledges that upon the termination of this Contract, the Council may negotiate with any subcontractor directly for the provision of further services.
- 6.4 iPark will, prior to commencing subcontract, cause the subcontractor to enter into a Deed of Continuity with the Council in the form set out in Schedule 11 – Subcontractor Continuity Deed.
- 6.5 The Council approves the following subcontractors, subject to approval of the relevant subcontract terms and the signing of the relevant Continuity Deed:
- §7(2)(i) LGOIMA [Wardens and back-end processing services]  
§7(2)(i) [Cash Collection (one of)]

## 7. MONEY AND ACCOUNTING

### Collection of money

- 7.1 Part of the Services under this Contract is to collect payments on parking Infringement Notices on behalf of Council. iPark agrees that any such payments made either to iPark directly or to iPark's subcontractors shall be held on the basis set out in this Contract from the date of receipt of such payments.
- 7.2 All payments collected by iPark or iPark's subcontractors on behalf of the Council shall be held on trust for Council by iPark or iPark's subcontractors and shall be promptly deposited in or credited to the Collection Account in accordance with Schedule 4 - Money Collection Protocol and Financial Reporting on receipt by iPark.
- 7.3 iPark shall ensure that such payments are not deposited into any account other than the Collection Account.
- 7.4 Council shall bear the cost of all credit card transaction fees and all other charges in respect of the payments collected.
- 7.5 iPark shall make payments to the Collection Account as provided for in Schedule 4 - Money Collection Protocol and Financial Reporting and otherwise as directed by Council. All such payments made to the Collection Account shall be made without deduction or set off of any nature (except as required by law).
- 7.6 iPark shall not be liable for any error or default by the Council's bankers in operating the Collection Account.

### Accounts and records

- 7.7 iPark shall maintain and keep up to date full and accurate records and accounts in respect of its performance of the Services.

- 7.8 The records and accounts shall include receipts, bank statements, invoices and such records relating to the Services as may be required by the Inland Revenue Department and/or as may be required by Generally Accepted Accounting Practice (**GAAP**) from time to time.
- 7.9 iPark shall ensure that its subcontractor's maintain sufficient and up to date records and accounts in respect of the Services.

#### **Protection of credit card data**

- 7.10 iPark shall comply and ensure that its subcontractors comply with the provisions of the Privacy Act 1993.
- 7.11 iPark shall ensure that all data collected and/or stored by iPark or iPark's subcontractors relating to bank account and credit card details and other personal information in connection with the Services is protected against loss, and/or unauthorised access, use, modification, disclosure or other misuse.

### **8. REPORTING**

- 8.1 iPark shall provide all the reports required by Council as detailed in Schedule 4 - Money Collection Protocol and Financial Reporting and Schedule 5 - Reporting. iPark shall keep all other reports and records that the Council may reasonably consider are required in carrying out the Services and deliver these reports to the Council at the time(s) and frequency specified by the Council. Council shall treat any additional reports not contained in Schedule 5 - Reporting as a Variation in accordance with clause 16 of this Contract.

### **9. AUDIT AND MONITORING OF SERVICES**

#### **Audit by iPark**

- 9.1 iPark is responsible for monitoring the quality of the Services provided under this Contract and its compliance with the requirements of this Contract. Council's primary focus will be on ensuring that iPark carries out this self-monitoring and accurately reports the results to Council in accordance with Schedule 5 - Reporting.
- 9.2 The objective of this self-monitoring regime is to implement a continuous improvement approach through identification of service level and other compliance deficiencies, determining required remedial action and implementing remedial action.

#### **Performance audits**

- 9.3 Council may monitor and audit the performance of iPark under this Contract from time to time. An audit may take the form of spot checks and/or a more formal audit.



The objective of such audit shall be to ascertain the level of compliance by iPark with the requirements of this Contract, with a particular focus on the quality of the Service. The Council will give iPark reasonable notice if a formal audit is to be undertaken. iPark will make available all reasonable information requested by the Council for any formal audit.

- 9.4 In addition to formal audits, Council may audit the Services performance through 'mystery shopper' and other performance auditing techniques.

#### **Information and records audits**

- 9.5 Upon request by the Council, following notice that is reasonable in the circumstances and during normal business hours, iPark shall permit any appropriate and suitably qualified person authorised in writing by the Council to inspect such records and accounts directly related to the Services as may be required to enable the Council to satisfy itself that iPark has complied with the provisions of this Contract.
- 9.6 iPark shall ensure that Council has access, for inspection purposes under clause 9.1 to the records and accounts of its collection subcontractors relating to the provision of the Services.
- 9.7 If the Council reasonably considers that there is any material irregularity in iPark's records, or the records of iPark's subcontractors, the Council may require iPark or iPark's subcontractors to have its records and accounts audited by an independent auditor nominated by the Council at the Council's expense, provided however, that if such independent auditor discovers some material irregularity in iPark's or iPark's subcontractor's records iPark shall, without prejudice to any of the Council's other rights and remedies, pay such auditors reasonable costs.

#### **Audit outcomes**

- 9.8 Where, as a result of any audit undertaken by the Council or otherwise, the Council reasonably considers that iPark is not adequately performing any aspect of the Services, the Council may (and without limiting Council's other rights and remedies under this Contract) inform iPark of its concerns and request that iPark remedy the part of the Services not being adequately provided.

### **10. COMMUNICATIONS**

#### **iPark's Representative**

- 10.1 iPark shall at all times during the term of this Contract appoint a competent person acceptable to the Council to be the iPark Representative. The iPark Representative shall be authorised to receive all directions and instructions in connection with provision of the Services on behalf of iPark. As at the date of this

Contract the iPark Representative is the person referred to in Schedule 1 – Contract Details.

- 10.2 An iPark Representative or substitute person nominated by an iPark Representative shall be contactable by the Council at all times (including by telephone, mobile telephone, email or other suitable communication device) during normal business hours.
- 10.3 iPark may appoint a replacement iPark Representative with the Council's written consent (such consent not be unreasonably withheld or delayed).
- 10.4 The Council may at any time by notice in writing to iPark object on reasonable grounds to the continuance of any person as the iPark Representative. The Council's notice shall state the grounds upon which the objection is based. iPark shall, subject to clause 10.3, as soon as practicable appoint a replacement person to that position. The Council acknowledges that any such objection must take into account the employment laws of New Zealand and that removal of any person employed specifically for that role can only occur once sufficient legal grounds have been established to terminate that person's employment.

#### **Council's Representative**

- 10.5 The Council shall at all times during the term of this Contract appoint a competent and authorised representative to be Council's Representative. The Council's Representative is authorised by the Council to give and receive all directions and instructions in connection with the Services on behalf of the Council. As at the date of this Contract the Council's Representative is the person referred to in Schedule 1 – Contract Details.

#### **Liaison with the Council**

- 10.6 All routine and day to day Contract management communications between the parties shall, subject to any express contrary provision in this Contract, be between the iPark Representative and the Council's Representative

#### **Implementation meeting**

- 10.7 iPark and Council shall hold an implementation workshop promptly following the execution of this Contract to establish the working relationship and prepare for transition of the Services to iPark.
- 10.8 The cost of the implementation workshop shall be shared equally between Council and iPark.



## **Partnering meetings**

- 10.9 iPark and Council shall engage in regular monthly partnering meetings or at any other time reasonably requested by the Council's Representative to review the Services and discuss any issues relating to the performance of the Services and Council's requirements.

## **11. PARTNERING**

### **Partnering philosophy**

- 11.1 'Partnering' is a method of operating a contractual relationship to promote prompt and constructive communication and a problem solving approach between the parties. Partnering has 3 primary objectives:

11.1.1 ensuring that the Contract operates smoothly;

11.1.2 to explore opportunities to deliver mutual benefits to the parties under the Contract;

11.1.3 to facilitate the prompt and constructive resolution of disputes.

### **Partnering obligations**

- 11.2 The parties agree to implement partnering in this Contract in accordance with Schedule 9 - Partnering.

### **Partnering and the Contract**

- 11.3 The use of partnering techniques and the adoption of the partnering procedures as promoted in this Contract does not in any way imply any fiduciary obligations, partnership or joint venture between the parties.
- 11.4 The partnering obligations set out in Schedule 9 - Partnering and any partnering charter and protocol developed by the parties are subordinate to the provisions of this Contract and shall not be construed as overriding, amending or waiving any Contractual rights or obligations.

## 12. COUNCIL OBLIGATIONS

### Information and material

- 12.1 The Council shall ensure that the information and other material set out in Schedule 7- Council Deliverables is provided promptly and accurately to iPark at the times set out in that Schedule.
- 12.2 The Council will indemnify iPark in respect of any damages, costs, loss or expenses incurred by iPark as a result of the Council's failure to provide such information and other material as referred to in clause 12.1.

### Appointment of Parking Wardens

- 12.3 Council will appoint such persons who iPark proposes to use to provide relevant Services and as are nominated by iPark as Parking Wardens under Land Transport Act 1998, subject to Council being reasonably satisfied that such persons:
- 12.3.1 are appropriate persons to be so appointed; and
  - 12.3.2 have completed the approved training programme (to be confirmed by provision of a certificate to that effect signed by the iPark Representative).

### Council officer delegations

- 12.4 The Council shall make the appropriate delegations under clause 32 of Schedule 7 of the LGA 2002 or otherwise to appoint such of iPark's employees, including iPark's agents and contractors as approved by Council, as are required, as Council officers, in order to perform that part of the Services required to be performed under the Summary Proceedings Act (or other relevant legislation) by an officer of the Council.
- 12.5 The Council may withdraw the warrant of appointment or Council Officer delegation for any iPark personnel who breaches the Council's Code of Conduct or does any action that may bring the Council into disrepute. A warrant of appointment may also be withdrawn where the warrant holder continually issues Infringement Notices that are uncollectible due to repeated errors. The withdrawal of a warrant or a delegation is at the complete discretion of the Council.
- 12.6 The procedure for withdrawing of warrants or a delegation shall be as follows:
- 12.6.1 iPark will investigate all complaints relating to warranted or delegated personnel and will advise (in writing) the outcomes of all such investigations to the Council's Representative;



- 12.6.2 Council will notify iPark where Council considers that the level of complaints or demonstrated behaviours of the warranted or delegated person are sufficiently serious to justify withdrawal of the warrant or delegation;
- 12.6.3 iPark shall take such action as is required to ensure that any performance failures on the part of the warranted or delegated person are remedied;
- 12.6.4 Council and iPark will consult as to the resolution of the issue;
- 12.6.5 Council shall advise iPark if Council considers that the situation appears to merit withdrawal of the warrant or delegation.
- 12.6.6 iPark will then have a 10 Working Day period before Council will withdraw the warrant or delegation. (This period is intended to allow iPark to implement such employee procedures as it shall consider necessary, acknowledging however that all employment related issues are iPark's entire responsibility. iPark shall conduct all such investigations and shall deal with the affected persons observing the principles of natural justice and in accordance with sound employment practice.)
- 12.6.7 iPark will ensure that all relevant information is provided to Council to enable Council to fully consider all relevant issues. iPark will ensure that the employee is made aware that the information provided to iPark by the employee and information collected by iPark will be provided to Council.
- 12.6.8 iPark shall advise the affected person that the revocation of the warrant or delegation may be considered by Council and ensure the affected person is aware that any matter the affected person wishes to be taken into account by Council must be provided to Council through iPark.
- 12.6.9 At the expiry of the 10 Working Day period iPark may put further relevant information, (including any representations or explanations provided by the affected person) to the Council.
- 12.6.10 Council may, in its discretion request a meeting with the affected person to allow the employee to address relevant issues.
- 12.6.11 If Council, in its entire discretion, shall decide that the continuation of the warrant or delegation is inappropriate, Council may then withdraw the warrant or delegation.
- 12.6.12 Council may suspend, with immediate effect, the warrant or delegation of any iPark personnel that have seriously misconducted themselves in the performance of their duties. Such personnel shall not be utilised by iPark in the performance of warranted or delegation Services pending

investigation and resolution of the issue in accordance with the above provisions.

- 12.7 The Council acknowledges that the removal of warrants or delegation must take into account the employment laws of New Zealand and that removal of the warrant or delegation of any person whose employment specifically requires them to hold the warrant or delegation can only occur once sufficient legal grounds have been established to terminate that person's employment.

### **13. INTELLECTUAL PROPERTY**

- 13.1 Ownership of and copyright in all the Council's information technology systems and methodologies and other Intellectual Property in relation to the Services at the commencement of this Contract is vested in the Council.
- 13.2 Ownership of and copyright in all of iPark's information technology systems and methodologies and other Intellectual Property held by iPark in relation to the Services at the commencement of this Contract is vested in iPark.
- 13.3 Ownership of and copyright in all standard templates and documents techniques and methodologies and (other than is excepted under clause 13.4) other Intellectual Property relating to the provision of the services as are developed jointly with the Council or relates specifically to the Council is vested in the Council.
- 13.4 Ownership of and copyright in all documents techniques and methodologies and other Intellectual Property developed by iPark solely and relating to iPark's underlying business systems and processes is vested in iPark.
- 13.5 iPark hereby grants a non-exclusive licence to the Council, on early termination of this Contract for default by iPark, to utilise all documents, techniques methodologies and other Intellectual Property provided or produced by iPark in relation to the Services and owned by iPark (excluding for the avoidance of doubt the computer system, information technology and software used by iPark in providing the Services). The licence granted shall benefit the Council, its agents or contractors in relation to the Services. The Council, its agents or contractors shall only use such methodologies and know-how for the completion of the Services or any replacement Services and for up to 6 months from such early termination. iPark warrants that it has the power to grant the non-exclusive licence referred to in this clause.
- 13.6 Where iPark uses Intellectual Property owned by third parties in the provision of the Services, iPark warrants it is entitled to use such Intellectual Property.



## **Contract Information**

- 13.7 The ownership of the Contract Information shall lie with the Council. iPark warrants that the Contract Information prepared by iPark does not infringe the Intellectual Property rights of any other person.

## **Intellectual Property Indemnity**

- 13.8 iPark will indemnify the Council against and will at its cost defend or settle any claim, suit, action or proceeding (collectively called 'Action') brought against the Council to the extent that the Action is based on a claim that the Council's use of any Intellectual Property supplied by iPark under this Contract constitutes a breach of any patent, copyright, trade secret or other proprietary right.
- 13.9 The Council shall fully co-operate with iPark in defending or settling the Action and shall make its employees available to give statements, advice and evidence as iPark may reasonably request.
- 13.10 The Council shall notify iPark promptly in writing of any Action and shall give all necessary authority and information required for the conduct of the defence or settlement of the Action.
- 13.11 iPark shall consult with the Council as to the conduct of any Action and all negotiations for its settlement or compromise and shall not settle or compromise any Action without the prior written approval of the Council.
- 13.12 iPark will reimburse the Council's reasonable out of pocket expenses incurred in assisting iPark.

## **14. TRANSITION ON CONTRACT COMING TO AN END**

### **Handover Report**

- 14.1 On termination of this Contract for any reason iPark shall provide to Council a Handover Report. The report shall contain all the details as set out in Schedule 10 – Handover Report and any other information reasonably required by Council as directed by Council's Representative.
- 14.2 iPark shall bear the cost of the Handover Report if termination arises as a result of default by iPark. The Council shall bear the cost of the Handover Report, on expiry of the Contract, if termination occurs as a result of default by Council or as a result of a Force Majeure Event. Such cost shall be determined as if the Handover Report were a Variation under section 16.

### **Return of information and data**

- 14.3 Upon this Contract or any extension of this Contract coming to an end (for any reason) iPark shall if called upon by the Council immediately hand over (where practicable the original and otherwise a copy) all of the Contract Information held by it to the Council. iPark is however entitled to retain one copy of the Contract Information as a file copy for its records. iPark shall not use such information for any other purpose.
- 14.4 If the Council asks, iPark shall also supply reasonable comment or explanation in connection with the Contract Information that is reasonably required to provide the Services. Such comment or explanation shall be supplied within a reasonable time of the request. iPark's reasonable expenses in providing such comment or explanation shall be borne by the Council.
- 14.5 iPark may retain a copy of such data and factual information in accordance with clause 14.3. Such data shall remain confidential and shall not be released to any third party without the written approval of Council.

### **Return of equipment**

- 14.6 On termination of this Contract for any reason iPark shall immediately return to the Council all property or equipment of the Council's in the possession or control of iPark in relation to this Contract.

### **Data Transfer**

- 14.7 On termination of this Contract for any reason, and in order to provide a seamless transition between contracts, iPark shall co-operate fully with the Council or any incoming contractor engaged by the Council to perform the Services. iPark shall coordinate with the Council or the incoming contractor in connection with the transfer of data as is required (if any) from iPark's system to the Council's system or the system of the incoming contractor prior to the termination date.

### **Council Logo**

- 14.8 On termination of this Contract for any reason iPark shall at the Council's direction, either return to the Council or destroy all stationery and other items which include the Council's logo or other Council corporate identity.

### **Accounting for moneys held**

- 14.9 On termination of this Contract for any reason iPark shall ensure that all moneys collected on behalf of Council either by iPark directly or by iPark's subcontractors are held to Council's account and paid out in accordance with Council's instructions without deduction or set off (except as required by law).



## **15. PAYMENTS AND CHARGES**

### **Payment for Services**

- 15.1 The Council shall pay the Contract Price in accordance with Schedule 6 – Payment.
- 15.2 Payments may be withheld or delayed if insufficient information is supplied to enable a claim to be verified. No interest will be paid on payments withheld under this clause.
- 15.3 iPark will ensure that all tax invoices comply with the GST Act. Payment of invoices may be withheld or delayed if invalid or incomplete documentation has been supplied by iPark. The Council will not be subject to penalty interest pursuant to clause 15.18 or any other penalties or interest, resulting from delay in payment of invoices under this clause.

### **Goods and Services Tax (GST)**

- 15.4 In addition to the payment of the Contract Price, and subject to Council receiving a valid tax invoice, the Council agrees to pay the Contractor's GST for the Services that are a supply under the GST Act.
- 15.5 The Contractor warrants that it is and agrees to remain registered under the GST ACT.
- 15.6 The Council shall not be liable for any corporate, personal or withholding taxes or other taxes and levies in respect of iPark, its employees, or subcontractors (except as set out in this Contract). iPark shall indemnify the Council for any claim upon it by the Inland Revenue Department for any such corporate, personal or withholding taxes or other taxes or levies which should have been paid in respect of iPark, its employees or subcontractors (except as set out in this Contract).

### **Non-payment for Service failure**

- 15.7 The Council may, acting reasonably, withhold payment under this Contract if and only to the extent to which:
- 15.7.1 iPark has failed to provide any material part of the Services; and
- 15.7.2 the Council has notified iPark in writing within 10 days of Council detecting such failure and if within 7 days after receipt of the such notice iPark fails to show cause which in the opinion of Council offers reasonable assurance that the default will be rectified; and

15.7.3 such failure is not directly attributable to any act or omission by the Council under this Contract.

15.8 Any withholding under this clause shall not exceed the value of the service which iPark failed to perform (based on the pricing set out in Schedule 6 – Payment).

15.9 Amounts withheld shall be released (subject to the provisions of this Contract) to iPark on performance of the applicable Service where the non-provided Service is capable of subsequent performance. Withholdings in relation to Services that are not capable of subsequent performance shall be retained by Council as a payment reduction.

15.10 Clauses 15.7 and 15.8 do not limit Council's further remedies under this Contract or at law.

#### **Reimbursement of reimbursement expenses to iPark**

15.11 The Contract Price includes all expenses incurred in connection with the Services except reimbursement expenses listed in Schedule 6 – Payment.

15.12 Council shall pay reimbursement expenses in accordance with Schedule 6 – Payment plus GST (if any).

#### **Unauthorised expenditure**

15.13 Any purchase by iPark of goods or services, materials or equipment not expressly authorised by the Council's Representative in connection with the Services, or on terms and conditions other than as set out in this Contract shall be at the expense and the responsibility of iPark entirely.

#### **Price Adjustments**

15.14 The Contract Price shall be adjusted in accordance with Schedule 6 – Payment.

#### **Set off**

15.15 The Council may and is hereby authorised by iPark to deduct any moneys payable by iPark to the Council from any moneys payable by the Council to iPark under this Contract.

#### **Interest**

15.16 Each party shall pay interest to the other on any amount due and unpaid from the due date for payment until payment is actually made. Interest shall be payable at a rate of 4% per annum over the receiving party's authorised overdraft rate adjusted quarterly.



## **Disputed claims**

- 15.17 If payment of all or any part of a payment claim made by iPark is disputed by the Council, the Council will be treated as having given a notice of dispute under this contract except that the periods of 10 Working Days will instead be a period of 2 Working Days.
- 15.18 If, following resolution of a dispute referred to in clause 15.17 the Council is required to pay the disputed claim, the Council will pay interest on the unpaid amount at the rate referred to in clause 15.16 from the date payment was originally due, until the actual date of payment.

## **16. VARIATIONS**

### **Change to Scope of Services**

- 16.1 The Council's Representative may request iPark to provide a submission as to a proposed Variation. A Variation is:
- 16.1.1 any increase, decrease or addition to the Services provided any additional services are within the type of services offered generally by iPark;
  - 16.1.2 any change in the way in which the Services are to be provided by iPark.
- 16.2 As soon as reasonably practicable after receiving such a request iPark shall submit to Council's Representative the following:
- 16.2.1 the cost of the Variation;
  - 16.2.2 where not specified in the request, the commencement date for the Variation;
  - 16.2.3 such other supporting information and/or conditions as shall be reasonably required by the Council or that iPark reasonably requires to be included in the Variation.
- 16.3 iPark shall be entitled to reasonable costs and expenses in providing this information to the Council's Representative.
- 16.4 iPark shall be entitled to present a Variation request to Council. iPark shall, when submitting such a request, provide Council with the information required under clause 16.2.
- 16.5 The Council is not obliged to proceed with any Variation sought under clauses 16.1 and 16.4. If the Variation is to proceed the Council's Representative will notify iPark in writing of that decision and will provide a written Variation Order.

- 16.6 The Council's Representative may instruct iPark to carry out services which are within the scope of services offered generally by iPark, without iPark having to supply the information required under clause 16.2. Such notice shall be referred to as a Mandatory Variation and shall be instructed by a Variation Order.
- 16.7 Both parties shall comply with and carry out Variations ordered under clause 16.
- 16.8 The Contract Price shall be adjusted for a Variation ordered under clause 16 as set out in Schedule 6 – Payment.

### **Variation Orders**

- 16.9 iPark shall not vary the Services without an instruction in writing from Council's Representative unless the Council's Representative has verbally advised that the Variation is required as a result of an emergency. In that instance iPark will carry out the Services required by the Variation. In an emergency situation, Council's Representative will provide a written Variation Order within 5 Working Days of its verbal instructions.
- 16.10 Where a direction is given by Council's Representative which is not in writing or is not expressly stated to be a Variation or is a matter to be treated as a Variation that iPark considers is a Variation (or a matter to be treated as a Variation), it shall, within 15 Working Days of receiving the direction, give written notice to Council's Representative that it considers the direction to entitle iPark to a Variation claim. Unless Council's Representative, by written notice within a reasonable time, rejects the iPark claim (in which case the Council shall be deemed to have given a notice of dispute under clause 23 and the dispute resolution provisions will apply, except that the periods of 10 Working Days referred to in that clause will instead be periods of 2 Working Days), it shall be treated as if it was a Variation which shall be formalised as provided for in clause 16. If iPark does not give such written notice, the direction shall not be a Variation.

### **17. WARRANTIES**

- 17.1 The parties give the warranties set out in clause 17 and each agrees to indemnify the other in respect of any damages, costs, loss or expenses incurred by the other as a result of any breach of warranty given by it
- 17.2 Each party warrants to the other that it has full power and authority to enter into and perform this Contract in accordance with its terms and that performance of its obligations will not conflict with any obligation or duty owed to any third party or infringe the rights of any third party.
- 17.3 iPark warrants to the Council that all information contained in iPark's tender proposal is true, accurate and complete in all material respects and is not misleadingly presented.



## 18. INDEMNITY AND LIABILITY LIMITATION

### Indemnity

- 18.1 iPark shall be liable for and shall indemnify the Council in respect of any damages, costs, loss or expenses incurred by the Council as a result of any breach by iPark of any of its obligations or warranties under this Contract, or as a direct result of any other negligent or fraudulent error or omission on iPark's part in the provision of the Services. The Council's right to make any claim against iPark whether under this indemnity or otherwise, will not be affected by the Council being an insured party under the same insurance policy as iPark.
- 18.2 The Council shall be liable for and shall indemnify iPark in respect of any damages, costs, loss or expenses incurred by iPark as a result of any breach by the Council of any of its obligations or warranties under this Contract
- 18.3 For the avoidance of doubt iPark's liability under the indemnity in clause 18 excludes any damages, costs, loss or expenses which are attributable (and only to the extent so attributable) to:
- 18.3.1 any failure of the Council to perform any of its obligations under this Contract;
  - 18.3.2 the acts or omissions of any other contractor to the Council; or
  - 18.3.3 the negligence, omission or wilful misconduct of the Council or its contractors, agents or employees.

### Damages

- 18.4 Neither party will under any circumstances be liable under the law of tort, contract (including pursuant to any indemnity) or otherwise for any loss of profits revenues or savings or for any indirect or consequential loss or damage, however caused, arising out of or in connection with this Contract.
- 18.5 Each party's entire liability to the other under or relating to this Contract in tort, contract (including pursuant to any indemnity) or otherwise for any cause (and in the case of iPark, when aggregated with all amounts paid by iPark under the Guarantee referred to in clause 19 and by the Surety under the Bond referred to in clause 20) will under no circumstances exceed in aggregate the Liability Limitation Amount set out in Schedule 1 – Contract Details.
- 18.6 The limitations contained in this clause 18:
- 18.6.1 prevail over any other provision in this Contract; and
  - 18.6.2 shall survive the termination of this Contract and to avoid doubt, does not include the Council's obligation to pay the Contract Price.

## 19. GUARANTEE

- 19.1 iPark shall not be required to provide a Guarantee.

## **20. BOND**

20.1 iPark shall provide a Bond which shall:

20.1.1 be in the form (or substantially in accordance with the form) set out in Schedule 1 Contract Details;

20.1.2 be provided, duly executed, 10 Working Days prior to the Commencement Date of this Contract;

20.1.3 amount to the Bond Amount as set out in Schedule 1 – Contract Details;  
and

20.1.4 be provided by the Bond Provider set out in Schedule 1 – Contract Details.

20.2 The Bond shall be released on the proper completion of all of the Contractor's obligations under this Contract and finalising of all payment adjustments under this Contract.

20.3 The Council may only make demand under the Bond if the Contractor shall fail to pay any moneys due to the Council under this Contract or if the Contractor shall otherwise be in default of a material obligation under this Contract.

## **21. INSURANCE**

### **Public liability insurance**

21.1 iPark shall in the joint names of the Council and iPark effect public liability insurance, for at least the sum set out in Schedule 1 – Contract Details for any one claim or series of claims arising out of the same occurrence with no limit on the total number of occurrences payable.

### **Motor Vehicle public liability**

21.2 iPark shall, in the joint names of the Council and iPark effect insurance against public liability arising from the use of any motor vehicle used in the provision of the Services. In this clause the term 'motor vehicle' means any item of plant or equipment which is licensed or required by law to be licensed as a motor vehicle. The motor vehicle public liability insurance shall be at least for the sum set out in Schedule 1 – Contract Details for any one claim or series of claims arising out of the same occurrence with no limit on the total payable in respect of all occurrences.



### **Public liability insurance generally**

21.3 All public liability insurance effected by iPark must cover liability for loss or damage to any property, injury or death or illness to any person occurring anywhere in New Zealand arising out of the performance of the Services.

### **Fidelity insurance**

21.4 iPark shall effect fidelity insurance cover for not less than the amount set out in Schedule 1 – Contract Details. The fidelity insurance must cover employee dishonesty, physical theft, computer crime and other theft of the Council's moneys.

### **General insurance requirements**

21.5 All insurances required by this Contract:

21.5.1 shall be effected with reputable insurers acceptable to the Council and on terms approved by the Council. The Council's acceptance and approval shall not be unreasonably withheld or delayed;

21.5.2 shall be in effect prior to iPark commencing the Services;

21.5.3 must continue in force until the Expiry Date or the earlier termination of the Contract;

21.5.4 shall provide that:

(a) the insurance shall not be cancelled for non-payment of premiums without 5 Working Days prior notification by the insurer in writing to the Council and to iPark;

(b) if a claim is made and accepted, the amount of cover shall automatically be reinstated to the full cover required by this Contract;

(c) default by an insured does not prejudice the rights of the other insureds; and

(d) other than the fidelity insurance to be arranged under clause 21, must include (where appropriate) a waiver of the insurer's right of subrogation against the insured parties.

21.6 iPark shall if requested by the Council provide to the Council a certificate from the insurer(s) that the insurance required by this Contract is in force.

21.7 iPark shall produce to the Council when required (but not for fidelity insurance) the policy or policies and the receipts for payment of the current premiums.

- 21.8 If iPark fails to arrange or keep in force any insurance required by this Contract, the Council may after notifying iPark in writing, arrange or keep in force the insurance. The Council may pay any premium due and deduct that amount of any moneys due to iPark.

## 22. FORCE MAJEURE

- 22.1 Neither party will be liable for any act, omission or failure to fulfil its obligations under this Contract if such act, omission or failure arises from any cause reasonably beyond its control (a **Force Majeure Event**), which includes (without limitation):
- 22.1.1 floods, earthquakes and other acts of God;
  - 22.1.2 any industrial actions except any internal iPark (or subcontractor) industrial actions;
  - 22.1.3 any power, gas and other service failures;
  - 22.1.4 any riots or public demonstrations;
  - 22.1.5 any acts of terrorism;
  - 22.1.6 any governmental action which in any way may affect the provision of the Services
- 22.2 The party who cannot carry out its obligations under this Contract must give the other party to this Contract notice as soon as practicable of the cause and insofar as it is known the probable extent to which the party giving the notice will be unable to perform or will be delayed in performing its obligation under this Contract.
- 22.3 On the issue of notice of a Force Majeure Event the obligations of the party giving the notice will be suspended insofar as that party is prevented during the continuation or intervention of such cause to carry out its obligations under this Contract.
- 22.4 The party giving notice which is affected by the Force Majeure Event must take all reasonable steps to mitigate the effects of and eliminate the intervening event and must resume performance of the Services as promptly as is practicable.
- 22.5 Should the Force Majeure Event continue for a period exceeding 40 Working Days from the date the party is unable to comply with the obligations under this term has given notice to the other party, then the other party may terminate this Contract by giving written notice to the other party.



- 22.6 Should a Force Majeure event cause the cancellation of this contract, the Council shall procure from iPark, the assets owned by iPark specifically for the purpose of executing this contract according to the agreed schedule of termination provisions as contained in Schedule 1.

### **Payment due on termination**

- 22.7 Where the Services are terminated under clause 22.5, iPark shall be entitled to payment for the Services (in accordance with this Contract) carried out to the date of termination.

## **23. DISPUTE RESOLUTION**

- 23.1 Without limiting the application of the clauses below relating to dispute resolution, in the event of a dispute, disagreement or difference of opinion (**Dispute**) arising under the Contract, as to:

23.1.1 the meaning or application of any part of the Contract; or

23.1.2 any other matter arising under the Contract the parties shall actively and openly endeavour to amicably settle such dispute themselves, with a view to achieving prompt resolution.

### **Notice of dispute**

- 23.2 A party claiming that a dispute has arisen must give written notice to the other party, specifying the nature of the dispute. On receipt of such a notice, the parties shall endeavour to resolve the dispute amicably and expeditiously using informal dispute resolution techniques agreed by them.

### **Referral to senior management**

- 23.3 If the parties are unable to settle a dispute amicably by conference or negotiation, either party may issue a notice referring the dispute to the senior management of the parties to resolve.

- 23.4 Within 10 Working Days of service of such a notice, senior management representatives of each party shall meet and attempt to resolve the dispute. Any resolution shall be unanimous, recorded in writing and binding when signed by both parties.

### **Referral to mediation**

- 23.5 A dispute may be referred to mediation where:

- 23.5.1 the senior management representatives fail to meet within 10 Working Days of referral; or
- 23.5.2 the senior management representatives fail to resolve a dispute within 10 Working Days of referral; or
- 23.5.3 neither party to this Contract requires referral to senior management representatives.

In such case either party may by notice in writing to the other require the dispute to be submitted to mediation.

### **Mediation**

- 23.6 If any dispute is submitted to mediation under clause 23.5, the following shall apply:
  - 23.6.1 the mediation shall be conducted by a single mediator;
  - 23.6.2 iPark and the Council shall endeavour to agree on a mediator;
  - 23.6.3 if iPark and the Council cannot agree on a single mediator within 10 Working Days of service of notice of intention to commence mediation, either party may request the President of LEADR New Zealand Incorporated to appoint a sole mediator;
  - 23.6.4 the mediator shall discuss the matter with iPark and the Council (separately or jointly as the mediator may determine) and endeavour to resolve the dispute by agreement;
  - 23.6.5 all discussions in the mediation shall be without prejudice and shall not, save in the case of proceedings to enforce settlement concluded by mediation, be referred to in any later proceedings;
  - 23.6.6 iPark and the Council shall bear their own costs in mediation and shall pay the cost of the mediator in equal shares.

### **Arbitration**

- 23.7 If the parties cannot resolve the dispute by mediation under clause 23, then either party may by written notice to the other refer the dispute to arbitration in accordance with the Arbitration Act 1996 on the following terms:
  - 23.7.1 a single arbitrator shall be appointed.



- 23.7.2 if the parties fail to agree on an arbitrator, then the President of the Arbitrators and Mediators Institute of New Zealand Incorporated shall appoint the arbitrator.
- 23.7.3 the place of arbitration shall be in a mutually agreed local place.
- 23.7.4 no person who has participated in an informal dispute resolution of the dispute shall act as arbitrator.
- 23.7.5 the arbitrator will proceed promptly to deliver an award. The parties shall cooperate fully in this respect.
- 23.7.6 the parties agree that the arbitrator's decision shall be final and binding.
- 23.7.7 iPark and the Council shall bear their own costs in arbitration and (in the absence of an arbitrator's award to the contrary) shall pay the costs of the arbitrator in equal shares.

#### **Performance of obligations**

- 23.8 Pending the settlement of the dispute, the parties shall continue to perform all their obligations under the Contract except, subject to clause 15, neither party shall be obliged to pay any money which is the subject of the dispute.

#### **Compliance with dispute resolution regime**

- 23.9 A party to the Contract may not commence any court or arbitration proceedings relating to a dispute unless it has complied with the clauses above relating to dispute resolution (except where the party seeks urgent interlocutory or injunctive relief).

### **24. STEP IN RIGHTS**

#### **Failure to Provide Services**

- 24.1 Where iPark fails to provide all or a material part of the Services, the Council may arrange for the provision of those Services.
- 24.2 iPark shall provide Council or its contractor with its full co-operation where necessary including providing Council with access to such of its equipment as is necessary for the production of infringement notices, the downloading of infringement information to Council's computer system and any other tasks required to provide the Services.

- 24.3 The reasonable costs incurred by the Council under this clause (less any adjustment made to the Contract Price as a result of iPark's failure to provide the relevant Services) shall be a debt due to Council by iPark and may be set off by Council as provided for under this Contract.
- 24.4 Without limiting Council's further remedies under this Contract Council shall allow iPark to resume the provision of any Services provided by the Council under clause 24 on iPark providing written advice and establishing to Council's reasonable satisfaction that iPark is ready to and can reasonably be expected to resume the provision of the affected Services in compliance with the provisions of this Contract.

### **Industrial Action**

- 24.5 iPark shall advise the Council of the possibility of any impending industrial action at the earliest opportunity in order to allow the Council and iPark to make alternative arrangements.
- 24.6 To the extent permitted by law (and without releasing iPark from its obligations under this Contract), iPark shall arrange for additional personnel to carry out the Services if its existing personnel are unable to do so because of any such industrial action. Any cost associated with the provision of any additional personnel to carry out the Services during any industrial action shall be borne by iPark.
- 24.7 If iPark fails or is unable to arrange for such additional personnel then the Council may arrange for provision of such Services during any industrial action. To facilitate the provision of such Services by the Council, iPark shall provide Council with access to such of its equipment as is necessary for the production of infringement notices, the downloading of infringement information to Council's computer system and any other tasks required to provide the Services. Any costs incurred by the Council under this clause shall be a debt due to the Council by the Contractor which may be set off by the Council as provided for under this Contract.

## **25. TERMINATION**

### **Early termination**

- 25.1 Either the Council or iPark may terminate this Contract immediately by notice in writing if the other party commits or allows to be committed any material breach of a term of this Contract and fails to remedy the breach or fails to provide a solution to the breach acceptable to the non-defaulting party within 15 Working Days of receiving written notice of such breach. Such notice must specify that it is issued under this clause and identify that termination of this Contract is a possible consequence of failure to remedy the breach.
- 25.2 The Council may immediately terminate this Contract, by giving written notice of termination to iPark, if any of the following events occur:



- 25.2.1 iPark having a petition presented or an order made or an effective resolution passed or analogous proceedings taken for its bankruptcy, liquidation, dissolution or winding up (except for the purposes of solvent reconstruction);
- 25.2.2 iPark having an encumbrancer, receiver, liquidator, trustee or similar officer take possession of or be appointed with respect to all or any part of its business, assets, or undertakings;
- 25.2.3 iPark abandons or repudiates this Contract;
- 25.2.4 over a period of 90 Working Days iPark commits 3 or more separate and material breaches of this Contract of which the Council has given iPark written notice under clause 25.1.
- 25.2.5 Gross revenues generated by iPark under this Contract are not less than that which could be reasonably expected to be generated by the Council in each Contract Year if the Council was providing the services directly. For the purpose of this clause "gross revenues" generated by iPark means collected:
- Revenue from Pay by Plate Machines
  - Static fees (revenues from static offences such as no Warrant of Fitness etc)
  - All Infringement revenue whether collected before or after being sent to the Ministry of Justice (or any other collection agency)
  - Towaway receipts
  - Any other revenue collected during the normal parking operations.

#### **Effect of termination**

- 25.3 Upon termination of this Contract for any reason the obligations of the parties will be at an end and neither party shall have any further liability to the other.
- 25.4 Termination of the Contract shall not prejudice or affect the accrued rights and liabilities of either party under this Contract.
- 25.5 Upon termination of this contract prior to the end date, the Council shall procure from iPark, the assets owned by iPark specifically for the purpose of executing this contract according to the agreed schedule of termination provisions as contained in Schedule 1

## **26. GENERAL**

### **Council as a regulatory body**

- 26.1 iPark acknowledges that the Council in terms of its regulatory function as a local authority is obliged to and shall act as an independent local authority and not as a party to this Contract. iPark expressly acknowledges that it shall have no right or claim against the Council in its capacity as party to this Contract as a result of any lawful action, decision or determination made by the Council in the performance of its regulatory function as a local authority except in the case of bad faith by the Council in its capacity as a party to this Contract.
- 26.2 Any consent or approval of the Council acting in its regulatory capacity shall not be construed as a consent or approval of the Council as a party to this Contract.

### **Publicity and publication**

- 26.3 Unless otherwise specified iPark shall not release public or media statements or publish material related to the Services without the prior written approval of the Council, which shall not be unreasonably withheld or delayed.

### **Advertising**

- 26.4 iPark shall not display any sign directly or indirectly indicating its involvement in the Services without the prior written approval of Council.
- 26.5 iPark shall not at any time, make any statement or claim that might be construed as an endorsement by the Council of its Services, without the prior written approval of the Council.

### **Confidentiality**

- 26.6 Each party agrees that the Confidential Information shall be treated as confidential. Each party shall take all reasonable precautions to ensure that the Confidential Information is not in any way disclosed to any third party (other than as is required to perform the Services or to obtain any consent or approval, or to any other party iPark may need to consult with in order to provide the Services) during or after the term of this Contract.
- 26.7 Clause 26.6 shall not restrict the right of the Council to discuss any aspect of this Contract in open Council meetings and have such deliberations reported in the media or to make statements in relation to the Contract as in the Council's opinion are necessary or desirable in the performance of the Council's role as a local authority or in the interests of full public debate of all issues relevant to a local authority and its community.



### **Official Information Legislation**

- 26.8 The parties acknowledge that Council is subject to the Local Government Official Information and Meetings Act 1987 and that under that Act the Council may be required to release information about the Services and iPark.
- 26.9 In addition, iPark agrees to comply with the requirements of the Local Government Official Information and Meetings Act 1987 in relation to all information relating to the Council held by iPark or its employees.
- 26.10 iPark will only release information directly to a third party under the Local Government Official Information and Meetings Act 1987 through the Council unless compelled by a competent authority, in which case it will immediately advise the Council as to the information released.

### **No partnership**

- 26.11 Nothing in this Contract constitutes the parties as partners or as agents for each other. No party has any authority to bind the other or act on its behalf except to the extent expressly provided for in this Contract.

### **No employment contract**

- 26.12 The parties expressly acknowledge that this is not a contract of employment but rather requires iPark to supply specific Services. The Council and iPark acknowledge they are separate and independent entities and neither they, nor their employees, servants, agents or representatives are to be considered the employee, servant, agent or representative of the other, unless expressly provided for by this Contract

### **Amendment**

- 26.13 This Contract cannot be amended, modified or varied or supplemented except in writing signed by duly authorised representatives of the parties.

### **Severance**

- 26.14 The illegality, invalidity or unenforceability of any provision in this Contract will not affect the legality, validity or enforceability of any other provisions.

### **Waiver**

- 26.15 No right under this Contract shall be deemed to be waived except by notice in writing signed by each party.

- 26.16 A waiver for either party will not prejudice its rights in respect of any subsequent breach of this Contract by the other party.
- 26.17 Subsequent to any failure by either party to enforce any clause of this Contract, or any forbearance, delay or indulgence granted by the other party will not be construed as a waiver of either party's rights under this Contract.

#### **No assignment**

- 26.18 Neither the Council nor iPark shall assign, sublet, subcontract or transfer the whole or any substantial right or obligation under the Contract without the written consent of the other (such consent not to be unreasonably withheld or delayed).
- 26.19 The assignment or transfer of shares in or the restructuring of iPark so that the effective control of iPark passes to persons other than those holding it at the date of this Contract will be an assignment of this Contract for the purpose of this clause.
- 26.20 Unless specifically stated to the contrary in any written consent to an assignment or subcontract, no assignment or subcontract shall release or discharge either party from any liability or obligation under this Contract.

#### **Governing law and jurisdiction**

- 26.21 This Contract will be governed by and construed according to the law of New Zealand. The parties hereby agree to submit to the non-exclusive jurisdiction of the Courts of New Zealand.

#### **Cost**

- 26.22 Each party shall bear its own cost incurred in the preparation and execution of this Contract.

#### **Entire Agreement**

- 26.23 This Contract represents the entire agreement between the parties. No party shall be bound by any prior warranty or representation unless included in this Contract.

#### **Notices**

- 26.24 All notices and other communication provided for or permitted under this Contract which are required to be in writing, may be sent by registered mail with postage prepaid or by hand delivery or by facsimile or by attachment to an email as follows:
- 26.25 The addresses for notices are:

The Council:



Neven Hill  
Manager, Community and Regulatory Services  
Rotorua Lakes Council  
1061 Haupapa Street  
Private Bag 3029  
Rotorua Mail Centre  
Rotorua 3046

Telephone: s7(2)(a) LGOIMA

Mobile:

Email:

iPark:

s7(2)(a) LGOIMA

or such other address that each party may notify in writing from time to time. Such notice given:

- (a) in person is deemed served upon delivery;
- (b) by registered mail is deemed to be served 3 Working Days after postage;
- (c) by email is deemed to be received within 4 business hours after sending

26.26 Any such notice which has been served on a non-Working Day is deemed served on the first Working Day after that day.

## 27. DEFINITIONS AND INTERPRETATION

### Definitions

27.1 In this Contract the following definitions apply:

**Bond** means the Contractor's Bond to be provided in terms of clause 20.

**Collection Account** means the bank account referred to in Schedule 1 – Contract Details

**Commencement Date** means the Commencement Date shown in Schedule 1 – Contract Details.

**Confidential information** means any information relating to the Services and the Contract other than:

- (a) has been published or otherwise has become part of the public domain other than through acts or omissions of the recipient; or
- (b) has been furnished to iPark by persons other than the Council (which term includes persons employed by or acting for the Council) as a matter of legal right and without restriction on disclosure; or
- (c) was already in the possession of iPark without restriction or disclosure; or
- (d) is required to be disclosed by any law or in relation to any proceedings or action before any court, tribunal, or other competent authority or body but only to the extent so required.

**Contract** means this Contract and includes the schedules and any additional documents specified in the Contract.

**Contract Information** means the source data and factual information collected and/or produced by iPark during the course of providing the Services under this Contract.

**Contract Price** means the contract price set out in Schedule 6 – Payment.

**Contract Year** means the period from 1 July to 30 June during the term of this Contract. The day on which the contract expires or terminates will be deemed to be the last day of the final Contract Year.

**Council's Representative** means the person nominated by the Council as the Council's Representative from time to time.

**Deed of Continuity** means the deed set out in Schedule 11 – Subcontractor Continuity Deed.

**Expiry Date** means the Expiry Date set out in Schedule 1 – Contract Details.

**GST** means goods and services tax chargeable under the GST Act.

**GST Act** means the Goods and Services Tax Act 1985.

**Guidelines** means the Guidelines and Standard Operating Procedures as set out in Schedule 8 - Guidelines together with any further Guidelines or Standard



Operating Procedures, or amendments to Guidelines or Standard Operating Procedures provided by Council.

**HSW Act** means the Health and Safety at Work Act 2015.

**Infringement Notice** means an offence notice for an offence described in Schedule 2 - Services

**Intellectual Property** means any software, technical handbooks and information, methodologies, data, factual information, and other intellectual property.

**Key Personnel** means the Key Personnel set out in Schedule 1 – Contract Details.

**iPark's Representative** means the person as nominated by iPark as iPark's Representative from time to time.

**Parking Wardens** means a parking warden as that term is used in the Transport Act 1962.

**Performance Indicators** means the performance requirements specified in Schedule 3- Performance Indicators.

**Proposal** means the proposal dated (dd/mm/yyyy) tabled by iPark in response to Council's Request for Proposals dated (dd/mm/yyyy).

**Public Holiday** means any Sunday, Christmas Day, Boxing Day, New Year's Day, 2 January (and the following Monday or Tuesday should any of these days fall on a Saturday or Sunday), Waitangi Day, Wellington Anniversary Day, Good Friday, Easter Monday, ANZAC Day, Labour Day and Queen's Birthday.

**Services** means the Services described in Schedule 2 - Services.

**Tax Invoice** has the meaning given to that term in section 2(1) of the GST Act.

**Transition Plan** means the Transition Plan referred to in clause 4.1.

**Variation** means a variation under clause 16 of this Contract.

**Variation Order** means a written Variation order confirming a Variation or a Mandatory Variation under clause 16.

**Working Day** means any day other than a Saturday, Sunday, or a public holiday applying in Rotorua.

## Interpretation

27.2 In this Contract unless the context otherwise requires:

- 27.2.1 all monetary amounts are stated exclusive of GST and in New Zealand dollars unless provided otherwise.
- 27.2.2 where the context permits the singular includes the plural and vice versa.
- 27.2.3 references to any party means the parties to this Contract and includes their respective successors and permitted assignees (as the case may be).
- 27.2.4 references to clauses, schedules and attachments are to clauses, schedules and attachments (if any) to this Contract (unless otherwise stated).
- 27.2.5 where the context permits references to iPark include iPark's employees, agents and officers.
- 27.2.6 all references to legislation include all subordinate legislation, any re-enactment of or amendment to that legislation and all legislation passed in substitution for that legislation.
- 27.2.7 references to a person include a natural person, firm, corporation, association or other entity whether incorporated or not and whether or not having a separate legal personality.
- 27.2.8 the headings in this Contract shall not be used in its interpretation.
- 27.2.9 defined expressions are signified by capitalisation.
- 27.2.10 obligations that bind more than one person shall bind those persons jointly and severally.
- 27.2.11 If there is a conflict between the provisions of the contract, the provisions shall take priority in the following order:
  - (a) the contract provisions;
  - (b) the schedules;
  - (c) additional documents as specified in the Contract, including the Proposal.
- 27.2.12 Obligations or entitlements expressed to be on a Contract Year basis shall be determined on a pro rata basis for any part Contract Year.



## EXECUTION

Executed as an agreement.

SIGNED BY



Authorised Signatory of Supplier

s7(2)(a) LGOIMA

Name and Position

In the presence of:



Signature of Witness

Neven James Hill

Name of Witness

SIGNED BY



Authorised Signatory of Council

G Williams

Name and Position

In the presence of:



Signature of Witness

Neven James Hill

Name of Witness

## SCHEDULE 1 – CONTRACT DETAILS

<b>1.1 Term</b>	
Initial Term	8 Years
Commencement Date	1 July 2018
Expiry Date	30 June 2026
Extension Term	2 Years
<b>1.2 Communications</b>	
Council's Representative	Neven Hill
iPark's Representative	§7(2)(a) LGOIMA
<b>1.3 Insurance</b>	
Public Liability:	\$ 2,000,000
Motor Vehicle Public Liability:	\$ 2,000,000
Fidelity: (includes employee dishonesty cover):	\$ 250,000
Cash in Transit:	§7(2)(b)(ii) LGOIMA
Parking Terminal Cover	§7(2)(b)(ii) LGOIMA
<b>1.4 Liability Limitation</b>	
Maximum Liability:	Equivalent to the amount payable by the Council under the Agreement during the 12 month period preceding the date upon which the breach or other relevant event giving rise to the liability, notwithstanding the requirement for the Council to purchase the Assets in accordance with this Schedule.
<b>1.5 Collection Account</b>	
Account Name	Parking Meter Revenue
Account Number	§7(2)(b)(ii) LGOIMA



<b>1.6 Bond</b>	
Bond Amount	s7(2)(b)(ii) LGOIMA
Bond Provider	NZ registered bank
<b>1.7 Termination Provisions</b>	
<b>Part A Revenue Loss</b>	
One Years Revenue	Equivalent to the amount payable by the Council under the Agreement during the 12-month period preceding the date upon which the termination is made.
<b>Part B Mandatory Asset Purchase</b>	
1.7.1 Investment Amount (IA)	s7(2)(b)(ii) LGOIMA
1.7.2 Expected Life (EL)	
1.7.3 Expired Period (EP)	
1.7.4 Formula for Settlement	
<b>1.8 Supplier's Key Personnel</b>	
Technology, including hardware, software, LPR/ANPR and vehicles	Name: s7(2)(a) LGOIMA Contact: [REDACTED]
Back Office Processing	Name: s7(2)(a) LGOIMA Contact: [REDACTED]

Call Centre	Name: s7(2)(a) LGOIMA Contact: [REDACTED]
Parking Warden (and equipment) Manager	Name: s7(2)(a) LGOIMA Contact: [REDACTED]
Financial and Statistical Reporting Manager	Name: s7(2)(a) LGOIMA Contact: [REDACTED]



## SCHEDULE 2 - SERVICES

### Introduction

This Schedule describes the Services required under this Contract, including all associated duties and the manner in which some aspects of the Services are to be carried out.

### Overarching obligation

The parties acknowledge that Council has two primary objectives under the Contract, being:

- The efficient management of parking in the City; and
- The managing of parking enforcement revenues.

The iPark will:

- provide an efficient and competent parking enforcement service so as to contribute to the efficient management of parking in the City, commensurate with the objectives set out in clause 6.2; and
- provide the Services so as to optimise revenues to the Council commensurate with good parking management practice.
- ensure that (other than due to changes in Council Policy or market conditions outside the control of iPark) the gross revenues generated by iPark under this Contract are not less than that which could be reasonably expected to be generated by the Council in each Contract Year if the Council was providing the services directly. For the purpose of this clause "gross revenues generated by iPark means collected:
  - Revenue from Pay by Plate Machines
  - Static fees (revenues from static offences such as no Warrant of Fitness etc)
  - All Infringement revenue whether collected before or after being sent to the Ministry of Justice (or any other collection agency)
  - Towaway receipts
  - Any other revenue collected during the normal parking operations

## PARKING SERVICES

### 1 Background

- 1.1 The Council is responsible for the enforcement of all parking restrictions, the identification and removal of abandoned vehicles on all roads within the territorial boundaries of the City. These Parking Services (Services) are to be provided by the Supplier under this Contract.
- 1.2 The overall objectives of the Services are to ensure that:
- (a) The Supply of updated on-street equipment creates a greater range of payment methods for our parkers, and, to provide a greater transactional data collection;
  - (b) The utilisation of Licence Plate Recognition creates the ability to more effectively manage parking space;
  - (c) Parking management contributes to minimising vehicle congestion on the City's streets;
  - (d) Parking management contributes to a reduction of traffic related accidents;
  - (e) Parking management contributes to the economic vitality of the City;
  - (f) Motorists have an equal opportunity to use the short term parking in the City;

### 2 Parking Restrictions

- 2.1 iPark shall provide effective, fair and consistent enforcement of parking restrictions on all roads as defined by the Land Transport Act 1998 within the territorial boundaries of the City during the agreed working hours per day for the agreed number of days per week.
- 2.2 iPark shall provide sufficient warranted staff to provide enforcement of parking restrictions in the Central Business District (**CBD**), suburban shopping centres and to respond to public reports of illegal parking.
- 2.3 iPark shall enforce all clearway restrictions within the territorial boundaries of the City including but not limited to (insert specific locations – remove this clause if there are no clearways).
- 2.4 Clearways operate during peak traffic demand hours Monday to Friday except for public holidays.



### 3 Parking Enforcement

- 3.1 Services referred to in clauses 7.1 and 7.2 above also means the issuing of Infringement Notices, towing of illegally parked vehicles and attendance at Court in relation to issued Infringement Notices when required, under statutory regulations and Council bylaws in relation to the following:
- 3.1.1 on and off street metered parking and time limited parking;
  - 3.1.2 all regulatory offences as described in the Traffic Regulations 1976;
  - 3.1.3 static offences such as expired vehicle licenses and expired vehicle inspections;
  - 3.1.4 offences contained in the Rotorua Bylaws;
  - 3.1.5 enforcement at special events as indicated in clause 14 of this Schedule;
  - 3.1.6 monitoring of meter compliance for reporting required in Schedule 5 - Reporting;
  - 3.1.7 Illegal parking in Bus Stops and Taxi Stands and around Schools
- 3.2 iPark shall not issue Infringement Notices that are manifestly unfair or unreasonable. The parties will consult as to situations that require clarification and as to what constitutes manifestly unfair behaviours.
- 3.3 iPark will ensure that all Infringement Notice details and all tow details relating to Infringement Notices, including digital photographs, issued by iPark employees are transferred for processing by the next Working Day as required by the Performance Standards set out in Schedule 3- Performance Indicators.
- 3.4 iPark is expected to be both proactive and innovative in its approach to enforcement. iPark shall conduct analysis on all relevant information (for example on street equipment usage information, and trends in enforcement activities) to enhance parker compliance.

### 4 Abandoned vehicles

- 4.1 iPark shall action all reports of abandoned vehicles within the territorial boundaries of the City as required in the Standard Operating Procedures for Abandoned Vehicles issued by Council as a Guideline (**Abandoned Vehicles SOP**).
- 4.2 iPark shall action all requests by members of the public for voluntary tows within the territorial boundaries of the City as required in the Abandoned Vehicles SOP.

4.3 iPark shall maintain a data base register of all vehicles reported as abandoned and all vehicles authorised for towage.

## **5 Abandoned vehicle towage**

5.1 iPark shall enter into a subcontract with one or more reputable tow and salvage company(s), for the towing away of abandoned vehicles.

5.2 The subcontract with the tow and salvage company will be subject to Council's approval (such approval not to be unreasonable withheld).

5.3 iPark shall arrange for and pay all abandoned vehicle towing charges, to be recovered from Council as a Reimbursable Expense.

## **6 Clearway towing**

6.1 iPark shall arrange for clearway and other illegally parked vehicle towing and pay all towage charges, to be recovered from Council as a Reimbursable Expense.

## **7 Road markings and signs and Council street furniture**

7.1 Parking Wardens shall visually check all regulatory road signs and markings (relating to parking enforcement) and shall report all signs or markings that need repair or replacement.

## **8 Personnel**

8.1 iPark shall assign staff to ensure the effective delivery of the Services specified in the Contract. Copies of rosters are to be given to the Council's Representative 4 weeks in advance.

8.2 Staffing requirements for special events will be determined as those events arise.

8.3 The Parking Services shall be provided during the agreed working hours per day for the agreed number of days per week throughout the term of the Contract. iPark shall ensure that staff are available at all times during these hours.

## **9 Enforcement at Special Events**

9.1 iPark shall provide staff for parking enforcement at special events that occur both regularly and annually.

9.2 iPark and Council will agree the resources required for each event. These Events will be discussed at the monthly meeting between the Council and iPark



- 9.3 iPark agrees that the price for Special Events will be at the average hourly rate for the resources utilised, and that this will be an additional charge to Council as and when incurred.
- 9.4 The Council agrees that additional resource may be contracted in to supplement iPark's or it's sub-contractor's resource to provide these services where specific warrants or delegations are not required.

## INFRINGEMENT PROCESSING

### 10 Introduction

- 10.1 The infringement Processing covers:
- 10.1.1 General customer enquiries and liaison.
  - 10.1.2 Complaints management
  - 10.1.3 Infringement Notice recording, waiving and processing (including correspondence).
  - 10.1.4 Reminders, court prosecutions and court action administration.
  - 10.1.5 Infringement revenue collection and debt collection.
  - 10.1.6 Account management, financial management and management reporting to the Council.

### 11 Infringement notice recording, waiving and processing

- 11.1 Infringement Notice recording, waiving and processing includes:
- 11.1.1 Uploading and storage of all tickets, photographs and diagrams
  - 11.1.2 Sourcing of owner details from LTNZ.
  - 11.1.3 Responding to all requests for waivers.
  - 11.1.4 Storage/indexing of all documentation generated through the process (including phone calls) against the applicable ticket.

## **12 Reminders, court prosecutions and court action administration**

### **12.1 Reminders, court prosecutions and court action administration includes:**

12.1.1 Production of legal reminder notices and non-legal reminder notices.

12.1.2 Logging of phone calls, as part of debt management process.

12.1.3 Preparation of case files for Court prosecution.

12.1.4 Processing of 78B applications forwarded from Court.

12.1.5 The instruction of legal counsel for representation and legal opinion in respect of High Court appeals shall be from Council nominated legal service providers only.

## **13 Fee collection and debt collection on Infringement Notices**

### **13.1 Fee collection and debt collection in relation to Infringements includes:**

13.1.1 Production and mailing of statutory reminder notices and non-statutory reminder notices for Stationary Vehicle Offence Infringement Notices.

13.1.2 Sourcing of phone numbers and logging of phone calls made in debt recovery.

13.1.3 Production and mailing of court lodgements.

13.1.4 Collecting and receipting of payments for Stationary Vehicle Offence Infringement Notices (WOF, Rego).

13.1.5 Depositing of monies into the Collection Account with documented reconciliation.

## **14 Account management, financial management and management reporting to the Council**

### **14.1 Account management, financial management and management reporting to the Council includes:**

14.1.1 Furnish weekly/monthly/yearly specified management reports.

14.1.2 Furnish weekly/monthly/yearly specified financial reconciliation.



14.1.3 Deposit monies into the Collection Account on basis as required under this Contract.

*All above services are to comply with relevant statutes, Council bylaws, and agreed Council standards and procedures*

## **15 Front of House**

15.1 iPark shall provide 24/7 access to the enforcement package to the Council's call centre. This access shall allow the call centre staff to have visibility of all material relating to an infringement and to allow the Council's staff to advise of payments made directly to the Council or to make representation on a person's behalf relating to an infringement.

15.2 iPark shall provide Council staff with training and written procedures to allow them to effectively provide these services

## **16 Payment Options**

16.1 iPark shall ensure that payment of Infringement Notices can be made via:

16.1.1 Internet Banking

16.1.2 Cheques by mail or over the Council's front counter.

16.1.3 Cash over the Council's front counter.

16.1.4 Credit card via an online service or the Council's front counter

16.2 The Council shall ensure that any payment made directly to the Council is notified to iPark via the agreed method.

## **GENERAL**

### **17 Supplementary Communications Centre / Call Centre**

17.1 iPark shall be contactable during normal business hours (as a supplementary/back up service to the Council's Front Counter/Communications Centre). Such contact will be made available only to the Council's call centre staff, not directly to the public.

17.2 The Council shall record on a database details of all reports received regarding illegally parked vehicles, abandoned vehicles and faulty parking meters. iPark shall provide a method for the Council to directly contact the Warden's in order to have them respond to such a report.

- 17.3 Details of faulty parking on street parking equipment, parking signs, road markings and any fault with any of the Council's street furniture will be recorded by iPark and passed on to the Council as when identified.
- 17.4 Faulty parking equipment provided under this Contract will remain the responsibility of iPark to respond to and to maintain.
- 17.5 The communication elements and obligations of this part of this Schedule Contract do not negate the requirement to process and communicate all internal notifications in relation to such parts of the Parking Services that require notification to and response by iPark under the Infringement Processing Services.

## **18 General customer enquiries and liaison**

- 18.1 iPark shall respond to general enquiries about Infringements.
- 18.2 iPark shall respond to Local Government Official Information and Meetings Act 1987 (LGOIMA) requests, as directed by the Council's Representative.
- 18.3 iPark shall respond to information requests by the Council's Representative.
- 18.4 iPark shall comply with Council standards for mail and phone calls.

## **19 Complaints management**

- 19.1 Complaints management includes:
- 19.1.1 Responding to all complaints received.
  - 19.1.2 Resolving complaints.
  - 19.1.3 Logging, recording and reporting on complaints management outcomes.
  - 19.1.4 Waivers are to be granted in accordance with the applicable Guidelines.
- 19.2 iPark shall implement a complaints management system for complaints received.
- 19.3 iPark shall:
- 19.3.1 receive and log all complaints received;
  - 19.3.2 resolve all complaints; and
  - 19.3.3 record and report on complaints management outcomes.



19.4 Complaints received relating to Parking Warden serious misconduct (and Parking Warden serious misconduct identified by iPark) shall be promptly notified to Council.

## **20 Information Management**

20.1 iPark shall provide the Council with real time electronic access to its Infringement management system to allow Council to run various reports such as, infringement notices by type/activity/date, etc. This will serve to both respond to public enquiry and be part of the Council's monitoring and audit regime under the Contract.

20.2 iPark shall issue Infringement Notices using electronic technology acceptable to the Council, such approval not to be unreasonably withheld or delayed.

20.3 iPark, when issuing Infringement Notices where a diagram is required shall take digital photographs of the offending vehicle (in accordance with Guidelines) in support of the Infringement Notice. The digital photos need to be referenced by Infringement Notice number and held by iPark for a period of seven years.

20.4 Digital photographs that relate to offences that have not been paid or not in Court must be readily available online. The photographs must be held by iPark, referenced by Infringement Notice number and easily retrievable should they be requested. iPark's obligation to hold digital photographs for the required period shall continue after the termination of this Contract, subject to the Council's uplift rights as set out in this Contract.

20.5 iPark must hold a record of all Council instructions and changes to legislation which impacts on the delivery of Parking Services.

20.6 In respect of 'Cancelled Infringements', iPark must ensure that it updates its system based on the cancelled infringement reports generated as part of the Infringement Processing. It is iPark's responsibility to ensure that these reconciliations take place in a timely manner.

## **21 Motochek**

21.1 The Council shall allow iPark access to the Register of Motor Vehicles through the Motochek website. iPark shall bear any cost of this service.

## **22 Trend Analysis**

22.1 iPark shall provide trend analysis, development, forecasting and scenario re-modelling services and shall analyse machine revenue and transactional information to identify parking optimisation strategies.

### SCHEDULE 3 - PERFORMANCE INDICATORS

Performance Requirement	Required Outcome	Measure	How Determined	Contract Price Reduction	Suggested Measurement
Monthly reports (accuracy)	s7(2)(b)(ii) LGOIMA				
Monthly reports (timeliness)					
Annual reports (accuracy and timeliness)					
Loading of Infringement Notices					
Warranted staff					
Pay By Plate machines					
Responding to correspondence					
Correspondence format					
Uniforms					



Performance Requirement	Required Outcome	Measure	How Determined	Contract Price Reduction	Suggested measurement
Identification	s7(2)(b)(ii) LGOIMA				
Warden Errors					
Waivers					
Health and Safety					
Service Excellence					
Infringement Notices					

## **SCHEDULE 4 - MONEY COLLECTION PROTOCOL AND FINANCIAL REPORTING**

### **1 Collection Account**

1.1 The Council will set up a Collection Account in favour of the Council in accordance with the provisions of this Contract. Conditions on that account are to include:

- only Council may transfer money out of the Collection Account.
- all bank fees and costs associated with the Collection Account and the transfer of monies (including cheque dishonour fees) shall be borne by the Council.
- iPark shall have read-only access to the Collection Account for the purpose of reconciling monies collected or dishonoured receipts.

### **2 Receipt of Money**

2.1 Where money is received by iPark (including all iPark Subcontractors), for Council, such funds shall be paid to the Collection Account within 2 Working Days of receipt.

2.2 The monthly reconciliation must be completed in the format set out below in clause 5.

2.3 The monthly reconciliation must highlight all differences between the Collection Account and iPark cash receipt reports.

2.4 The monthly reconciliation will also need to be detailed as per Schedule 5 – Reporting.

### **3 Overpayments**

3.1 Where the Council Guideline for overpayments indicates that money should be refunded, the excess money shall be returned to the payer within one month of receipt. A schedule, to be agreed between the parties, shall be attached with the monthly report detailing the money to be refunded by the Council to iPark through the Council nominated account. This must reconcile to the monthly financial reconciliation.



#### **4 Debt reporting**

- 4.1 Debtors reconciliation: Monthly reporting must reconcile opening debt balances with closing debt balances detailing movements (uploaded infringements, less payments, less waives etc).
- 4.2 Debtors ageing report: Monthly reporting must include current Infringements as well as those sent to Ministry of Justice or any other approved collection agency for collection.

#### **5 Monthly Format**

5.1 TBC, but will include:

- the Infringement written, its value and quantity,
- How the infringement was written – Parking Warden, Licence Plate Recognition,
- revenue from the Pay by Plate Equipment,
- Infringement Revenue from Front Counter showing the revenue by infringement value and quantity for each value,
- Infringement revenue from 3<sup>rd</sup> parties (e.g. NZ Post), broken into infringement value and quantity
- Statistical Data

## SCHEDULE 5 - REPORTING

### REPORTING REQUIREMENTS

#### Monthly Report

iPark shall supply the Council with a monthly report specifying the statistical information listed below, and any other information reasonably required by Council from time to time for each month of operation.

Each monthly report shall include a Monthly Invoice in accordance with Schedule 6 – Payment.

The monthly report shall also include:

- Audit certificates confirming that all required audits required during that month under the Contract have been carried out and summarising the outcomes of such audits.
- A certificate confirming that all staff utilised for warrant required duties are warranted;
- Detail of shortcomings or compliance failures identified and set out actions taken and planned to respond to and correct all such shortcomings or compliance failures.

The monthly report shall be delivered to Council no later than 5:00pm on the 10th Working Day after month end.

#### Report requirements

The monthly report shall contain the following information (in a “by month” and “year to date” format where relevant):

- Callout statistics
- Complaints
- Vehicles Towed
- Abandoned Vehicles
- Performance Indicators and whether met or not
- Miscellaneous Items such as Special Events
- Health and Safety
- Infringements Written, Value and Quantity
- Cancelled Infringements
- Waived Infringements



- Paid Infringements
- Pay by Plate Revenue
- Machine Faults
- Infringements sent to Ministry of Justice or other Agency
- Volume of Correspondence, including time to respond
- Bank account reconciliation
- Staff movements

### Special/Ad Hoc Reports

iPark shall provide special reports (if not readily available) as reasonably requested by the Council together with attendance and assistance in analysing contract information and reviews.

### Annual Plan Budget preparation

Upon request from the Council, iPark shall assist with the development of an Annual Plan budgets for Parking Services. The plan shall be prepared annually and set the long term budgets for the provision of parking enforcement services generally to the Council.

### Report format

The monthly report shall be provided to Council in electronic format. Reports containing material errors or omissions shall not be considered by Council as received.

## SCHEDULE 6 – PAYMENT

### GENERAL

#### 1 Basis of Payment

- 1.1 The Contract Price is the amount payable by the Council for the Parking Services. The Contract Price shall be determined in accordance with this Schedule.
- 1.2 The Contract Price as determined under this Schedule covers all of the Services to be provided by iPark under this Contract.

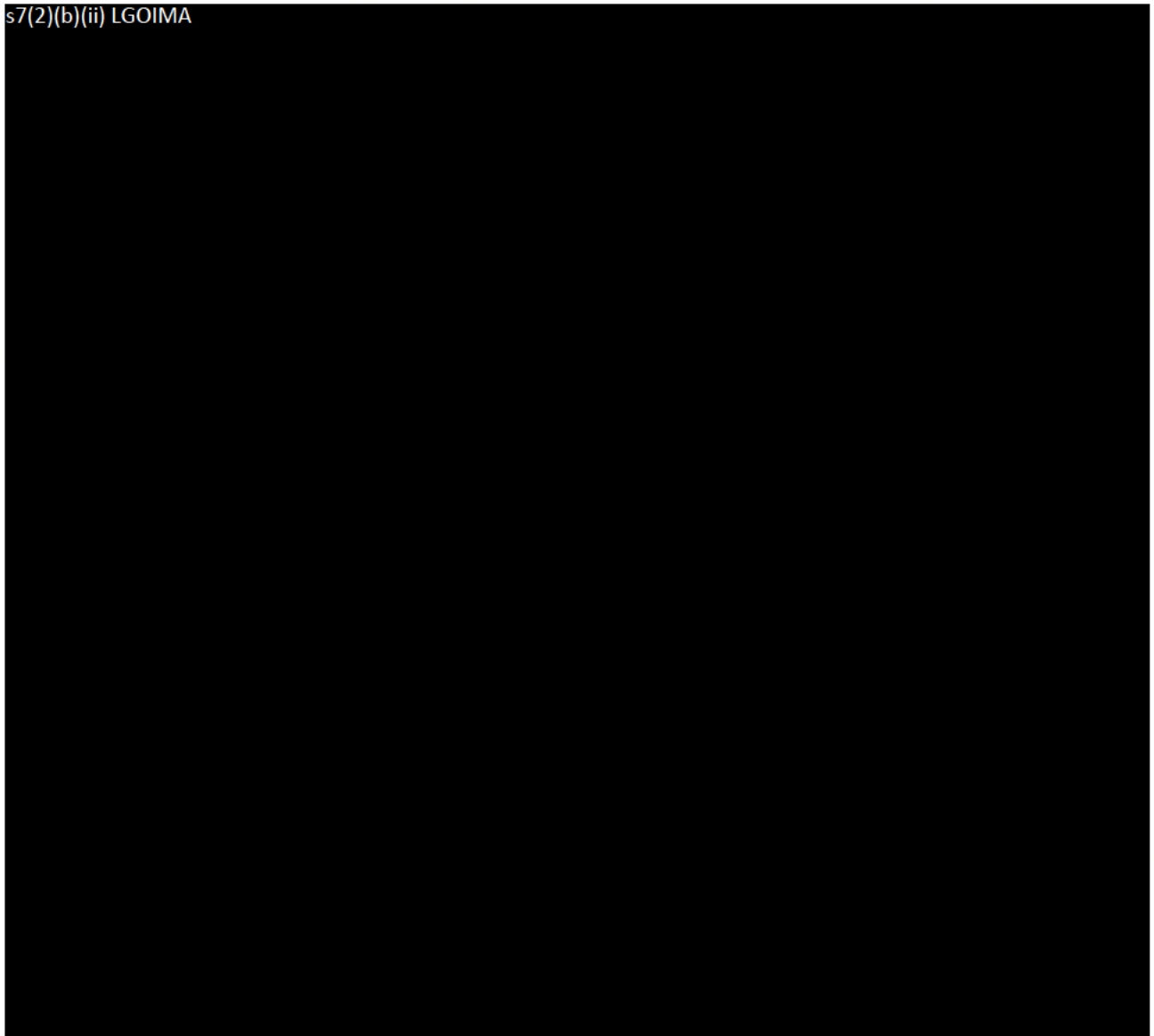
#### 2 Payment components

- 2.1 The Contract Price is the sum to be paid by Council to iPark as set out in clause 2.2.
- 2.2 The Contract Price is based on an eight year capital model and a first year model for operational costs.
- 2.3 The Parties agree that
  - a. the contract prices listed in 2.5 are based on an identified fixed exchange rate between the NZ Dollar and the US Dollar at 0.7300 and the Australian Dollar at 0.9200 respectively (called the “base rate”), and that
  - b. if the exchange rate at the end of each calendar quarter (with the first quarter being 30 September 2018) differs by more than 3% from the base rate, then
  - c. the contract price listed in 2.5 shall be adjusted accordingly for subsequent quarters.



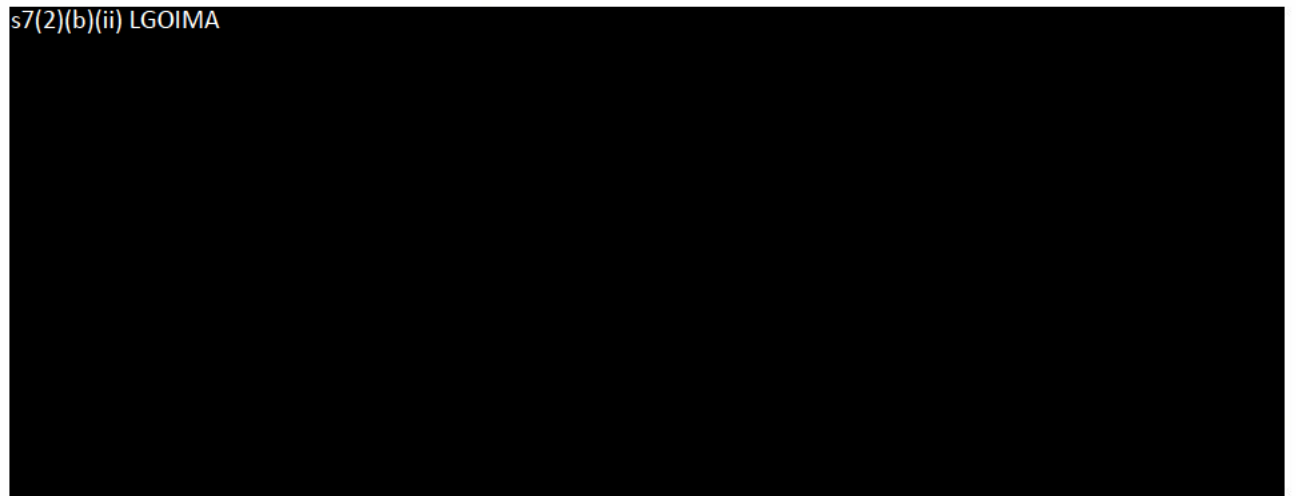
2.4 The Contract Price comprises the following fixed prices:

s7(2)(b)(ii) LGOIMA



2.5 The Contract Price comprises a variable component based on the following schedule of rates.

s7(2)(b)(ii) LGOIMA



### **3 Transition**

- 3.1 The parties acknowledge that there is an Initial Transition period where the services contained within this contract will transition from the Council to i-Park on a stage by stage basis.
- 3.2 Appropriate values for these will be agreed by the parties prior to transfer of the services.
- 3.3 The prices are subject to the contract price detailed in 2.4 for each component of the services
- 3.4 The details of this transition will be included in the Transition Plan.
- 3.5 The parties acknowledge that there will be a transition out at the end of this Contract. This shall be dealt with as follows:

The parties shall agree an exit Transition Plan within 60 Working Days of advice of termination of this Contract.

## **MONTHLY PAYMENTS**

### **4 Monthly Payment**

- 4.1 Supplier will submit a monthly invoice for the agreed price.
- 4.2 The monthly invoice shall be provided in electronic format.
- 4.3 The Council will pay any non-disputed invoice by the 20<sup>th</sup> of the month following receipt of the invoice

## **VARIATIONS**

### **5 Valuation of Variations**

- 5.1 The value of any Variations under this Contract shall, as far as possible, be determined by agreement between iPark and the Council.
- 5.2 Where this Schedule contains prices or rates which are not directly applicable but which have a sufficient relationship to the Variation for it to be reasonable for the new prices to be derived from them, the Council and iPark shall use these figures as a basis for calculating the value of the Variation.



- 5.3 Where the valuation of the Variation requires that the Services be monitored or measured, iPark will keep a record of all additional Services provided. This information shall be submitted to Council at the end of each calendar month.
- 5.4 If there is no applicable rate in this Schedule and iPark and Council cannot agree on the valuation of any variations then the value of the Variation shall be such fair value as properly reflects the cost of the service and a reasonable margin for iPark as shall be determined under the dispute provisions of this Contract.
- 5.5 Where the value of the Variation is determined as comprising a negative value a fair percentage to cover iPark reasonable losses shall be taken into account, but excluding any profit margin.

## **SCHEDULE 7- COUNCIL DELIVERABLES**

1. Enforcement Policy and Guidelines
2. On line access to the rating information for address verification purposes.
3. Traffic Resolutions, within 5 Working Days of approval by Council.
4. Access to MotoChek



## **SCHEDULE 8 - GUIDELINES**

### **Guidelines and Standard Operating Procedures**

- 1.1 The parties will jointly update and agree guidelines that replace the guidelines currently in use by the Council on the commencement date. The guidelines currently in use are:
- Standard Operating Procedures for Abandoned Vehicles
  - Policy on infringement notice issuing for offences such as:
    - No current WOF
    - No current Licence Label
  - Complaints handling
  - Policy on waivers
  - Parking Wardens Manual
- 1.2 The parties will jointly develop Guidelines to cover the following
- Licence Plate Recognition Usage Policy
- 1.3 Guidelines and operating procedures will be modified thereafter at the sole discretion of Council.

## **SCHEDULE 9 - PARTNERING**

### **Partnering philosophy**

Council and iPark will conduct the Contract within the philosophy of partnering.

### **Partnering plan**

Partnering under this Contract shall involve (but will not necessarily be limited to) the following:

- gaining top management commitment from each party;
- to complete the project in accordance with the Contract;
- to maintain quality control;
- to carry out and administer the Contract so that all parties are treated fairly;
- to resolve disputes as quickly as possible; and
- to encourage the achievement of added value for the benefit of all parties by indicating improvements which become apparent throughout the project;
- conducting regular joint evaluations of partnering performance by all participants.



## **SCHEDULE 10 – HANDOVER REPORT**

### **Handover Report requirements**

At the end of the Contract period iPark shall submit a handover report. This report shall include, but is not limited to:

- 1 All reports as specified in the Contract;
- 2 Final set of performance figures for the last month of the Contract;
- 3 Invoices for the last month of the Contract;
- 4 Statement of account in respect of moneys held in the Collection Account received as at the end of the Contract.
- 5 All details of outstanding enforcement and collection issues, including debt recovery, updated addresses, prosecution hearings.
- 6 All records and information required to be retained in accordance with clauses 7.7 to 7.9 of this Contract;
- 7 Proof of destruction of all stationery which includes the Council's logo or other Council corporate identity; and
- 8 Any other details reasonably relating to the provision of the services as requested by the Council.

## **SCHEDULE 11 – SUBCONTRACTOR CONTINUITY DEED**

**See Continuity Deed below.**

*(Insert List of Sub Contractors and Key Contact details)*



## **SCHEDULE 12 - COUNCIL'S CORPORATE POLICIES**

The Contractor shall act as agent of the Council with respect to the execution of this contract and as such is required to comply with the requirements of various corporate policies in the execution. These requirements are summarised below.

### **EXTERNAL COMMUNICATIONS**

Suppliers should not normally speak to the media. Permission from the Contract Manager must be given prior to comment to the media regarding this contract. Comments, if made, should be limited to statement of fact and in no circumstance should opinions about policy or operational matters be given. Enquiries should normally be referred to the Contract Manager.

### **CORPORATE IDENTITY**

Publications, promotional material, and signage should adhere to corporate standards. In the first instance these should be approved by the Contract Manager.

### **ETHICAL BEHAVIOUR**

The conduct of the Council and iPark will always be characterised by honesty, and freedom from deception, fraud, secrecy and conflict of interest. Our dealings and relationships will be of such integrity that our reputation is enhanced by public disclosure of our activities. All employees and those acting on the Council's and iPark behalf will demonstrate ethical behaviour at all times.

### **LEGISLATIVE COMPLIANCE**

All employees are responsible for ensuring that their undertakings on behalf of the Council comply with applicable law. Contractors will be required to demonstrate that they have adequate processes to provide Council with assurance, that all situations of legislative non-compliance (impacting on Council or Officers of the Council) have been identified and reported upon, and that their Risk Management processes will support resolution of the situation of noncompliance.

### **RISK MANAGEMENT**

Activities will be managed in a way which enables the identification and minimisation of risks to people, property, and services at all times. Key risks and exposures are managed in a proactive and effective manner, and all staff are encouraged to demonstrate a strong safety culture. Managing risk is the business of everyone in the organisation, contractors have a responsibility to ensure that they understand, implement and maintain environments and processes that support the effective management of risks.

## **INFORMATION MANAGEMENT POLICY**

External contractors who manage information on behalf of the Council must maintain the information in their custody to the established standards. The direct Lead Supplier is responsible for the integrity of all information from downstream contractors.

Information generated and/or received directly related to the provision of the service must be accessible to Council staff during the period of the Contract.

Information generated and/or received directly related to the provision of the service, or which the Contractor has access to during the course of the Contract, must only be used for the provision of the service or as agreed with Council.

**Local Government Official Information & Meetings Act 1987** - The Council has an obligation to provide certain information concerning its business to interested third parties. (eg government agencies, Ombudsman's Office, Members of Parliament, Auditor General, the press and public).

Sometimes requests may be made directly to the contractor who shall ensure that the request is reported immediately to the Council. The Council will take the lead in responding to the request and the contractor will co-operate in formulating the response. The contractor shall ensure that its staff make no verbal response to the enquiry which is critical of the Council and could lead to claims or other similar action.

All information provided or assistance rendered under this section shall be part of the contractor's general obligations to the Council and shall be at no additional cost to the Council.

Where the contractor or any of its staff become aware of any incident, misadministration, accident or other matter which may give rise to an Ombudsman enquiry, a claim or legal proceedings it shall notify the Council immediately in writing. Such notification shall include all relevant information to enable the matter to be fully investigated.

## **HUMAN RESOURCES**

Contractors are required to act as "good employers" and operate employment policies that contain provisions generally accepted as necessary for the safety and fair and proper treatment of employees. Compliance with all legislative obligations relating to employment is required.

The contractor shall provide such information as the Council may reasonably request for the purpose of assessing the contractor's compliance with the above legislation.

## **AUDITING**

Under some circumstances, contractors will allow the Council's Internal Audit Committee or Audit NZ right of access to books and records, facilities and staff in respect of the provision of the contracted services



Situations that will require audit include when:

- iPark collects revenue on behalf of the Council
- iPark purchases goods or Services on behalf of the Council outside this contract
- iPark uses operational assets owned by the Council
- iPark manages significant information on the Councils behalf
- iPark is required to report against annual plan performance measures.

By arrangement with the Council, a contractor's own audit or internal audit may be acceptable as an alternative to the Council's Internal Audit or Audit NZ inspection of records.

## **SCHEDULE 13 – iPARK PROPOSAL AND SUPPORTING INFORMATION**

1. Response to RFP - Submitted as Harding Traffic Limited
2. RLC Parking Solution Presentation (with Questions and Answers recorded)
3. Presentation follow up letter dated 26 October 2017
4. RLC email advice of Council decision to outsource Parking Management function to Harding Traffic dated 14 December 2017
5. Report to Council



## **SCHEDULE 14 – RLC RFP FOR PARKING MANAGEMENT**