

114

Sent via email to [REDACTED]

Dear [REDACTED],

1. Please supply copies of all Cougar [Group Limited] - QLDC contracts
2. Please supply details of any situation where a Cougar [Group Limited] bid was places outside of a tender period - and details of all QLDC communication with Cougar [Group Limited] in that situation, such as an invitation from QLDC to bid.

QLDC RESPONSE

Decision to release information

- 1. Please supply copies of all Cougar [Group Limited] - QLDC contracts**

Please note that the enclosed link will expire on 4 July 2026, 11:52 am (UTC+12:00) New Zealand Time.

QLDC has good reason under sections 7(2)(b)(ii), 7(2)(f)(ii) and 7(2)(h) of the LGOIMA for withholding part of the information requested. QLDC consider it is necessary to withhold the requested information on the basis of the following grounds:

- Section 7(2)(b) - the withholding of the information is necessary to protect information where the making available of the information—
 - ii. would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information.
- Section 7(2)(f) - maintain the effective conduct of public affairs through—
 - ii. the protection of such members, officers, employees, and persons from improper pressure or harassment.
- Section 7(2)(h) - the withholding of the information is necessary to—
 - enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities.

Section 7(2)(b)(ii) of the LGOIMA provides for the withholding of information where its release would be likely to unreasonably prejudice the commercial position of any person or organisation. This provision recognises the need to protect commercially sensitive information, the disclosure of which could undermine competitive positions or adversely affect the ability of parties to operate effectively in the market.

In this case, the information withheld relates to commercially sensitive material contained within a tender submitted by Cougar Security for the provision of security services to Council. We have considered whether the public interest in release outweighs the need to withhold the information. However, the withheld material includes pricing structures, methodologies, and other commercially sensitive details that could disadvantage Cougar Security in future procurement processes if disclosed.

In our view, the need to protect the commercial position of Cougar Security outweighs the public interest in disclosure of the specific tender information withheld. Accordingly, this information has been withheld under section 7(2)(b)(ii) of the LGOIMA.

Section 7(2)(f)(ii) of the LGOIMA protects individuals—such as members, officers, and employees—from improper pressure or harassment, ensuring the effective conduct of public affairs. This provision safeguards public officials from undue influence or intimidation, enabling them to perform their duties impartially and effectively.

In this instance, the names and contact details of Council officers and external contractors have been withheld to reduce the risk of such pressure or harassment. This is particularly important given the sensitive nature and high level of public interest in the subject matter. In these circumstances, the need to protect individuals from improper pressure or harassment outweighs the public interest in disclosing their specific details. Releasing the names and contact information could expose those individuals to undue influence or intimidation, potentially undermining the effective conduct of public affairs and affecting their safety and well-being.

Accordingly, withholding this information is justified in order to protect both the individuals concerned and the integrity of public administration.

Section 7(2)(h) of the LGOIMA is designed to protect the ability of local authorities to carry out commercial activities without facing prejudice or disadvantage. This provision allows for the withholding of information where disclosure would be likely to compromise the local authority's ability to engage effectively in commercial and contractual negotiations, or otherwise adversely affect its position in the marketplace.

In this case, the information withheld relates to commercial arrangements and procurement-related material connected to QLDC's contract with Cougar Group Limited for the provision of services. The disclosure of certain details within these arrangements could reasonably be expected to prejudice QLDC's ability to undertake similar procurement activities in the future, including its capacity to negotiate favourable terms and manage competitive tender processes effectively.

In particular, release of the withheld information could provide insight into QLDC's contracting approach, pricing expectations, and procurement methodology, which may be leveraged by current or future suppliers to the Council's disadvantage. This would have the potential to undermine QLDC's ability to achieve best value for money and to maintain a fair and competitive procurement environment.

Accordingly, withholding the information is necessary to protect QLDC's ability to carry out its commercial activities without disadvantage. In our view, the need to avoid prejudice to the Council's commercial position outweighs the public interest in disclosure of the specific information withheld.

Public interest considerations

In assessing whether to withhold information, QLDC carefully evaluates the public interest—particularly whether disclosure would enhance transparency, accountability, or informed public engagement. This assessment includes weighing those benefits against the potential harm that could result from releasing the information.

QLDC recognises the public interest in promoting transparency and accountability of local authority members and officials, as well as the broader interest in good governance. We are committed to releasing information wherever possible. However, in this instance, QLDC considers that the need to protect information where release would be likely to unreasonably prejudice the commercial position of the party that supplied, or is the subject of, the information, to protect officers, employees, and persons from improper pressure or harassment, and to enable the Council to carry out its commercial activities without prejudice or disadvantage, outweighs the public interest in disclosure, outweighs the public interest in disclosure.

Release of the information could reasonably be expected to prejudice Cougar Group Limited's commercial position by disclosing sensitive pricing, methodologies, and operational information contained within its tender submission, to expose officers and private individuals to improper pressure or harassment, or to undermine QLDC's ability to effectively manage current and future procurement and contractual negotiations. This includes the risk that such information could be used by competitors or suppliers to gain an unfair advantage in future tender processes, thereby weakening market competition and reducing Council's ability to secure best value for money.

Therefore, QLDC has determined that sections 7(2)(b)(ii), 7(2)(f)(ii) and 7(2)(h) of the LGOIMA applies. In this case, no overriding public interest has been identified that would justify its release.

Right to review the above decision

You have the right to request an investigation and review of this decision by the Ombudsman under section 27(3) of the LGOIMA. Further information is available at www.ombudsman.parliament.nz or by calling 0800 802 602.

If you wish to discuss this decision with QLDC, please contact Naell.Crosby-Roe@qldc.govt.nz (Director Democracy Services).

QLDC trusts that the above information satisfactorily answers your request.

Kind regards,

A small black rectangular box used to redact a signature.

Democracy Services Team
Corporate Services | Queenstown Lakes District Council
P: +64 3 441 0499
E: informationrequest@qldc.govt.nz

CONTRACT FOR SERVICES

BETWEEN

QUEENSTOWN LAKES DISTRICT COUNCIL

and

Cougar Group Ltd

CONTRACT FOR SERVICES

DATED: 26 May 2021

PARTIES

QUEENSTOWN LAKES DISTRICT COUNCIL ("Principal")

and

COUGAR GROUP LTD ("Contractor")

INTRODUCTION

- A. The Principal issued a request for proposals for the provision of Waterways Regulatory Services, in accordance with its procurement policy in March 2021, following which the Contractor was selected to provide Waterways Regulatory Services.
- B. The Principal and the Contractor have agreed that the Contractor will provide Waterways Regulatory Services to the Principal for the Term
- C. The Parties are entering into this Contract to record the terms of their agreement.

BACKGROUND

- D. The Principal has been delegated authority from Otago Regional Council for the purposes of carrying out the regulatory powers and functions (including the administration and enforcement of bylaws) over the various lakes, rivers, watercourses and foreshores within the Queenstown Lakes District.
- E. The Principal also has a duty to deliver on its enforcement strategy, which provides for the Principal to facilitate the safe use of the waterways.
- F. The Principal's regulatory functions are separate and distinct from that of Maritime New Zealand. The Principal has engaged the Contractor to perform the Principal's regulatory powers and functions in their entirety, including the detailed and specified duties set out in the schedules.
- G. The Contractor will remain at all times responsible to the Principal for the

performance of this Contract

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1. Unless the context otherwise requires:

- (a) headings are inserted for convenience only and do not affect the interpretation of this Contract;
- (b) if the day on which any act, matter or thing is to be done under this Contract is not a Working Day, the act, matter or thing must be done on the next Working Day;
- (c) a reference in this Contract to 'dollars' or '\$' means New Zealand dollars and all amounts payable under this Contract are payable in New Zealand dollars;
- (d) a reference in this Contract to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (e) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates the other genders; and
- (f) a reference to the word 'include' or 'including' is to be interpreted without limitation.

2. DEFINITIONS

In this Contract unless the context otherwise requires:

"Contract" means this contract for services including the Schedules;

"Commencement Date" means the date listed at clause 1 of Schedule A.

"Expiry Date" means the date listed at clause 2 of Schedule A.

"Final Expiry Date" means the date listed at clause 3 of Schedule A.

"Force Majeure Event" means an event beyond the reasonable control of the Parties including without limitation an act of God or nature, fire, explosion, war, terrorist attack or action, an unlawful act against public order, an industrial strike, lockout or dispute, civil disturbance, governmental restrictions, prohibitions, controls or enactments of any kind, breakdown of machinery, refusal of any necessary Government consent or approval or similar events.

"GST" means Goods and Services Tax under the Goods and Services Tax Act 1985.

"Notifiable Event" has the meaning set out in section 25 of the Health and Safety at Work Act 2015.

"Parties" means the parties to this Contract.

"Person" includes an individual, body corporate or association of persons whether corporate or not.

"Services" means the services referred to in Schedule B and any other services agreed between the parties in accordance with clause 4 of this Contract.

"Term" means the Term of Contract outlined at clause 7 of this Contract.

"Warranted Officer" means a person appointed by a local authority as an enforcement officer in the district or region of that local authority. (Only persons provided with a warrant card from the Principal and those whom have completed training may act as a Warranted Officer).

3. ENGAGEMENT

- 3.1 The Principal engages the Contractor to provide the Services set out in Schedule B pursuant to the terms of this Contract, and any other services agreed between the parties from time to time in writing during the Term.
- 3.2 The Contractor accepts the engagement and undertakes to perform the Services set out in Schedule B pursuant to the terms of this Contract, and any other services agreed between the parties from time to time in writing during the Term.
- 3.3 This Contract and its Schedules shall determine the entitlements of the Contractor and replace all previous agreements and understandings between the parties (if any). No entitlements shall be carried forward from previous dealings between the parties (if any).

4. PROVISION OF SERVICES

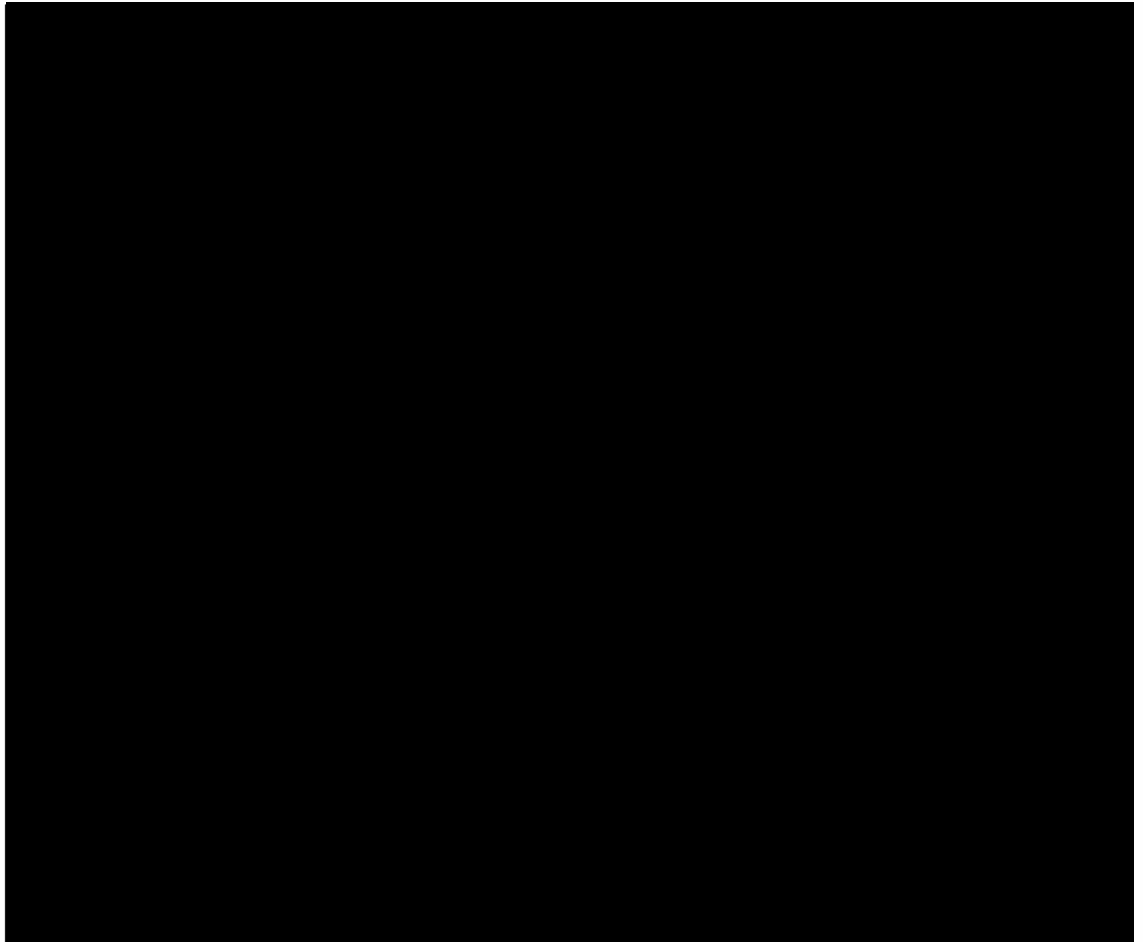
- 4.1 The Contractor shall provide and complete the Services in a proper and professional manner, with all due care, skill and diligence to the reasonable satisfaction of the Principal, and in particular the Contractor must:
 - (a) perform the Services so as to meet the Key Performance Indicators specified in Schedule D and to promote and further the interests of the Principal;
 - (b) perform the Services in a safe and reliable manner;
 - (c) promptly advise the Principal of any anticipated inability to perform or any delay in the performance of any of the Contractor's obligations;
 - (d) comply with all reasonable directions of the Principal;
 - (e) work with any employees and contractors of the Principal as required, in a competent and professional manner;
 - (f) at all times use the Contractor's best endeavours to protect and advance the

goodwill of the Principal; and

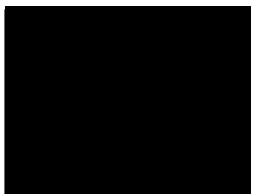
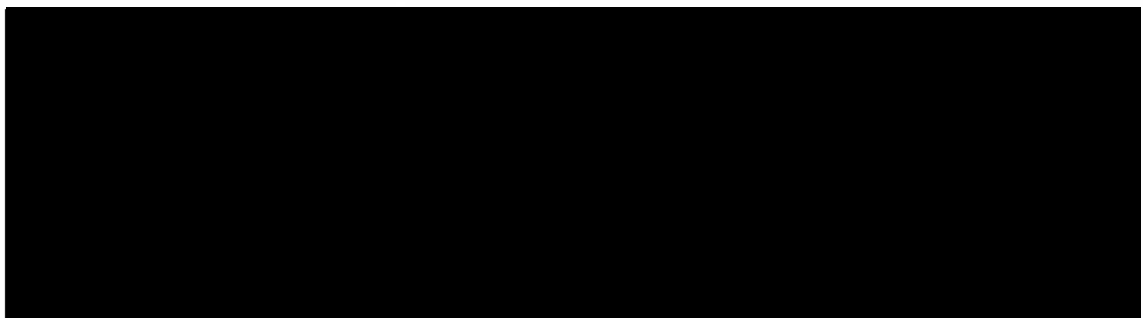
(g) at all times perform the Services legally and safely.

4.2 The parties acknowledge that in providing the Services the Contractor acts as an independent contractor and this Contract shall not create any relationship of employment, partnership, or agency between the Principal and the Contractor.

4.3 As a consequence of the independent contractor relationship, the Contractor agrees that the Contractor is:

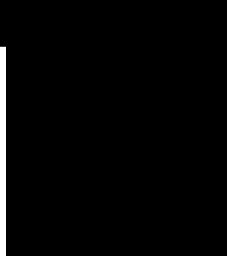
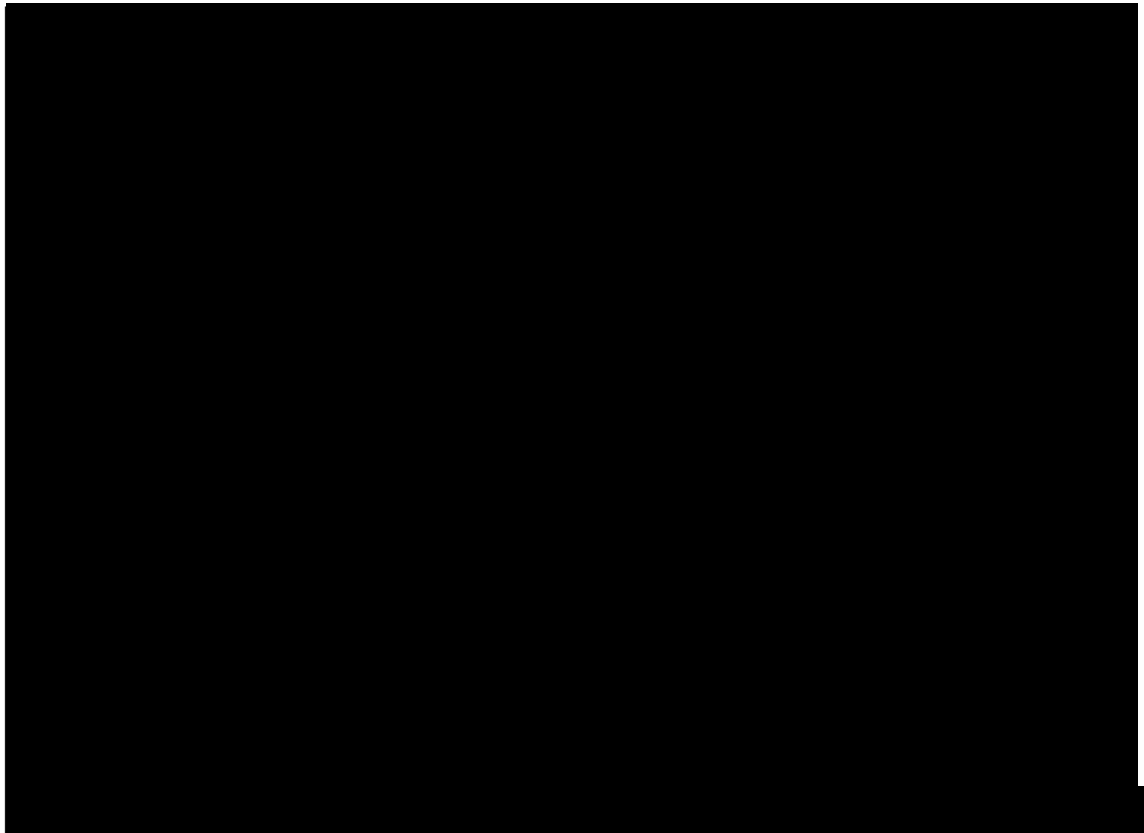


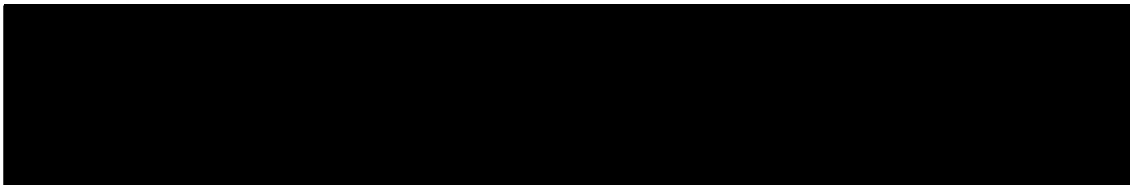
4.4



5. HEALTH AND SAFETY OBLIGATIONS

- 5.1 The Contractor must comply with and ensure that all sub-contractors and their employees and agents, as well as any other person and their employees and agents carrying out any works associated with the Services comply with all aspects of the Health and Safety at Work Act 2015 and any applicable regulations.
- 5.2 The Contractor shall take all reasonably practicable steps to:
- (a) Provide and maintain a safe working environment;
 - (b) Eliminate risks to health and safety and protect the health and safety of all persons engaged in carrying out the Services or affected by the Services. If risks cannot be eliminated, the Contractor shall minimise health and safety risks as far as reasonably practicable;
 - (c) Keep the location in which the Services are being carried out in an orderly state and in such a condition as to avoid danger to persons and property;
 - (d) Ensure that any employee or subcontractor involved in carrying out the Services is not unnecessarily exposed to hazards which are under the Contractor's control.
 - (e) Have proper emergency procedures in place.
- 5.3 The Contractor shall:



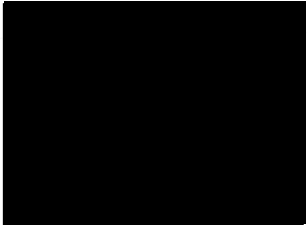
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- 5.4 The Contractor must report to the Principal as soon as reasonably practicable all incidents associated with the Services that result (or could have resulted) in a Notifiable Event, and provide to the Principal a report with subsequent corrective actions identified.
- 5.5 The Contractor must provide the Principal with a copy of any notification or report that the Contractor is required to make to a public authority or regulator on any incident which is associated with the carrying out of the Services.
- 5.6 The Contractor must provide the Principal on request a copy of any report or investigation in regards to any incident which the Contractor during the course of the Term.

6. SERVICES TO THIRD PARTIES

6.1

6.2

7. TERM OF CONTRACT

- 7.1 This Contract will commence on the Commencement Date and will continue in force until the Expiry Date unless terminated earlier in accordance with the termination provisions at clause 15 of this Contract.
- 7.2 The Principal may offer a renewal of this Contract until the Final Expiry Date on the same terms and conditions as set out in this Contract. The Principal shall not be obliged to offer a renewal of this Contract. Where the Principal wishes to offer a renewal of this Contract it shall:
- (a) Notify the Contractor in writing of its offer of renewal at least 20 working days prior to the Expiry Date;
 - (b) The Contractor shall respond to the Council within 15 working days of receiving the notice of renewal;
 - (c) The Contract shall not be renewed until the Contractor and the Council have entered into a formal renewal of contract agreement.
- 

- 7.3 If the Principal does not notify the Contractor in accordance with clause 7.2(a), the parties may still agree to extend the Contract up to the Final Expiry Date on the same terms and conditions set out in this Contract.

8. GOODS AND SERVICES TAX (GST)

- 8.1 Any payments under this Contract are expressed exclusive of GST. The Principal will, on receipt of a complying tax invoice including evidence of GST registration, pay the Contractor an amount equal to the GST liability payable by the Contractor.

9. DELEGATION AND SUBCONTRACTING

- 9.1 The Contractor shall not, without the prior written agreement of the Principal, delegate the obligations specified in this Contract to any employee or sub-contractor of the Contractor.
- 9.2 If the Contractor, with the prior written agreement of the Principal, engages an employee or sub-contractor in relation to the performance of the Services, the Contractor shall remain liable for the performance of the Services and the obligations under this Contract.

10. THE PRINCIPAL'S RESPONSIBILITIES

- 10.1 The Principal will notify the Contractor within sufficient time of all relevant details of required tasks and the time by which each task must be completed.
- 10.2 The Contractor acknowledges and agrees that the Principal has the right to use any employee or other contractor or sub-contractor for managing its requirements in relation to the Services as it deems appropriate.

11. PAYMENTS

- 11.1 The Principal will pay the Fees for Services (as set out in Schedule C) to the Contractor in consideration for the provision of Services, provided that:
- (a) the Contractor renders a tax invoice to the Principal on the last business day of each month in respect to Services provided in that month;
 - (b) the Principal shall only be liable to make payments to the Contractor for Services duly requested and completed;
 - (c) the Contractor complies with the requirements set out in Schedule C in relation to the Fees for Services.
- 11.2 The Fees for Services shall be paid by the 20th day of the month after any invoice delivered by the first working day of the month.

12. EXPENSES

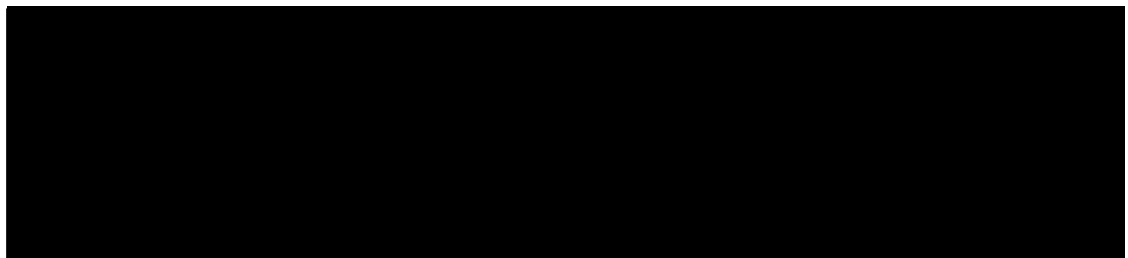
- 12.1 The Contractor shall be responsible for all expenses associated with the performance of the Services.

13. DISPUTES

- 13.1 If a dispute arises between the Parties about anything in relation to this Contract, then any party may notify the other in writing stating that there is a dispute and giving details of it. The parties concerned must then attempt in good faith to settle the dispute. These attempts may include using alternative dispute resolution techniques, including mediation.
- 13.2 If such attempts do not result in a resolution within fifteen (15) Working Days, then the dispute shall be referred to the arbitration in New Zealand of a single arbitrator in accordance with the Arbitration Act 1996. If the parties concerned are unable to agree on the arbitrator within 10 Working Days, an arbitrator shall be appointed on request of any Party, by the President or Vice President for the time being of the New Zealand Law Society. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal.
- 13.3 The Parties shall each bear their own costs in respect of any dispute resolution and shall each pay half of the costs of any mediator or arbitrator appointed.
- 13.4 Despite clauses 13.0 – 13.2, the Parties reserve their rights to refer any aspect of such dispute involving any point of law to the appropriate court of law for resolution.
- 13.5 Any dispute shall be determined pursuant to the laws of New Zealand.

14. INDEMNITY

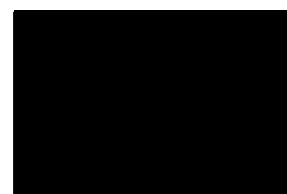
14.1



- 14.2 Neither party shall be liable to the other for any indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.

15. TERMINATION

- 15.1 The Principal may terminate this Contract at the Principal's sole discretion by providing one month's written notice to the Contractor.
- 15.2 The Contractor may terminate this Contract at the Contractor's sole discretion by providing three month's written notice to the Principal.
- 15.3 The Principal shall have the right to terminate this Contract immediately without further



notice in the event that the Contractor:

- (a) breaches a term of this Contract not capable of remedy, or if capable of remedy, the breach is not remedied within seven days of the Principal notifying the Contractor of such breach;
- (b) fails to perform the Services to the reasonable satisfaction of the Principal;
- (c) becomes insolvent or bankrupt or a receiver (or receiver and manager), a trustee in bankruptcy, a provisional liquidator/liquidator or other like person, is appointed for part or all of the Contractor's assets or business;
- (d) makes an assignment in favour of, or a composition or arrangement with, the Contractor's creditors;
- (e) is charged with any serious criminal offence; or
- (f) acts in a way that may be reasonably considered, in the opinion of the Principal, to constitute serious misconduct.

15.4 If this Contract is terminated in accordance with the provisions of this clause, the Principal has no liability to the Contractor for damages, compensation or any other payment in respect of that termination.

16. NON-DISCLOSURE

16.1 Any confidential information acquired by the Contractor in connection with the provision of the Services must be held in the strictest confidence. Release, copying or any use of any of that information other than for the performance of the Services requires the prior written approval of the Principal.

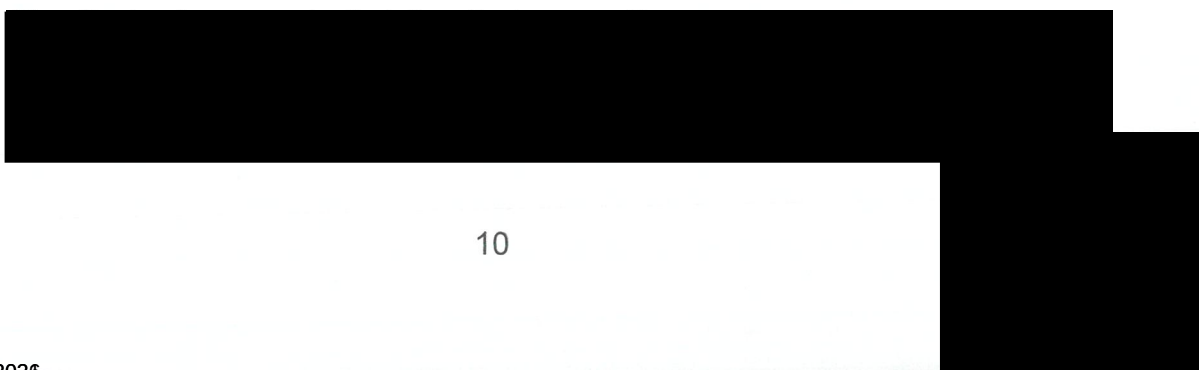
16.2 For the purpose of this clause "confidential information" includes all information given or disclosed to the Contractor or created during the performance of the Services, if:

- (a) that information is identified as confidential or proprietary to the Principal or a third party; or
- (b) the Contractor ought reasonably to have known that the information was proprietary or confidential to the Principal or a third party.

16.3 The provisions of this clause shall continue to apply after the expiry or termination of this Contract.

17. NON-COMPETITION

17.1



17.2

17.3

18. INTELLECTUAL PROPERTY RIGHTS

- 18.1 Any program, system procedure, process, formula, method of production, invention, innovation or other discovery or development which the Contractor produces, evolves, discovers or invents during the course of providing the Services or arising from the Services, is the absolute and exclusive property of the Principal (or any other party nominated by the Principal prior to the creation of the work). The Contractor must complete all reasonable documents required by the Principal to give effect to this clause.
- 18.2 The Contractor assigns all rights (including any present or future copyright or other intellectual property right) in any work created by the Contractor in the performance of the Services to the Principal (or to any other party nominated by the Principal).
- 18.3 The provisions of this clause shall continue to apply after the expiry or termination of this Contract.

19. FORCE MAJEURE

- 19.1 If a Force Majeure Event affecting the Contractor prevents that Contractor in whole or part from providing the Services under this Contract, then:
- (a) As soon as reasonably practicable after the Force Majeure Event occurs the Contractor must notify the Principal that it is unable to provide the Services in whole or in part.
 - (b) To the extent and for the period that the Contractor is prevented in whole or in part by the Force Majeure Event from complying with its obligations under this Contract, those obligations will be suspended; and
 - (c) Where the Contractor's ability to provide the services is prevented in full, the Principal's obligation to pay money under this Contract will be suspended until the Contractor is able to provide the Services. Where the Contractor's ability to provide the Services is prevented in part, the parties will agree to a fair and reasonable deduction of the money's payable by the Principal to the Contractor reflective of the degree to which the Services are able to continue to be performed.

20. GENERAL

- 20.1 **Costs:** Each Party must pay its own costs and expenses for preparing, negotiating, executing and completing this Contract and any document related to this Contract.
- 20.2 **Notices:** Any notice or communication given to a Party under this Contract is only given if it is in writing and sent in one of the following ways:

- (a) delivered or posted to that Party at its address and marked for the attention of the relevant department or officer (if any) set out below.
- (b) sent by electronic mail to the email address of the Party or Parties concerned as specified below.

Principal

Name: Queenstown Lakes District Council
Address: 10 Gorge Road
Queenstown 9300
Email: [REDACTED]
Attention: [REDACTED]

Contractor

Name: Cougar Group Ltd
Address: 1 Industrial Place, Queenstown
Email: [REDACTED]
Attention: [REDACTED]

Time notice is given

- 20.3 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (2) Working Days after it is posted; and
 - (c) if it is sent by electronic mail, one hour after despatch subject to proof of service in accordance with clause 20.3.
- 20.4 To prove service in the case of a notice sent by electronic mail, it is sufficient to prove that the notice was transmitted by electronic mail to the relevant email address and that the sender received either a delivery receipt, read receipt or equivalent communication from the email service provider evidencing that the recipient had received, or had received and read the email or some other communication from the recipient evidencing same.
- 20.5 **Entire Contract:** This Contract contains all of the terms, representations and warranties made between the parties and supersedes all prior discussions and agreements covering the subject matter of this Contract.
- 20.6 **Amendments:** No amendment to this Contract will be effective unless it is in writing and signed by both of the parties.
- 20.7 **No Assignment:** Neither party may assign or subcontract its rights under this Contract without the prior consent in writing of the other party.
- 20.8 **Waiver:** No exercise or failure to exercise or delay in exercising any right or remedy by a party will constitute a waiver by that party of that or any other right or remedy available to it.

- 20.9 **Partial Invalidity:** If any provision of this Contract or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this Contract and its application will not be affected and will remain enforceable to the greatest extent permitted by law.
- 20.10 **Third Parties:** Where this Contract confers a benefit upon any third party, the parties do not intend to create an obligation enforceable by that third party.
- 20.11 **Other Rights and Remedies:** Except as provided in the clauses of this Contract, the rights of the parties under this Contract are cumulative and are not exclusive of any other rights and remedies available to either party.
- 20.12 **Governing law:** This Contract shall be governed by, and construed in accordance with, the laws of New Zealand and the parties submit to the exclusive jurisdiction of the Courts of New Zealand.
- 20.13 **Capacity of Council:** This Contract has been negotiated and finalised by the executive arm of the Principal. It does not bind, restrict or fetter the Principal's regulatory powers or obligations.
- 20.14 **Counterpart copies:** This Contract may be executed in any number of counterparts (including facsimile and/or pdf copies) and provided that every party has executed a counterpart, the counterparts together shall constitute a binding and enforceable agreement between the Parties.

EXECUTION OF THE CONTRACT:

Signed for and on behalf of Queenstown
Lakes District Council by:



CEO Queenstown Lakes District Council

SIGNED for and on behalf of
COUGAR GROUP LTD by:



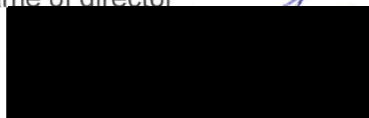
Signature of director

Witness (if signed by a single director):



S

Name of director



Signature of director



Fu

HR + Office Manager

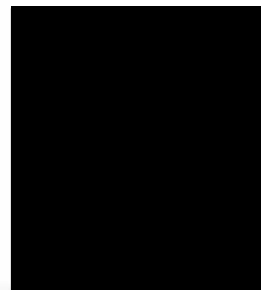
Occupation of witness

9300 QUEENSTOWN

Address of witness



N



SCHEDULE A

- 1. Commencement Date:** 1 July 2021
 - 2. Expiry Date:** 30 June 2024
 - 3. Final Expiry Date:** 30 June 2026
-



Schedule B

SCOPE OF SERVICES

PURPOSE

The purpose of the Waterways Services Contract is to ensure that the waterways of the Queenstown Lakes District are enjoyed by a variety of people and water-craft safely. The Contractor will be solely responsible for delivering all of the Council's functions and responsibilities under:

- the ORC delegation for waterways services and attached as Schedule E.
- the responsibilities of the Council under the Maritime Transport Act 1994.
- Lakes District Waterways Authority (Shotover River) Empowering Act 1985.
- QLDC Navigation Safety Bylaw 2018 or any subsequent navigation safety bylaw made by Council (**Bylaw**).

1. Patrolling

- 1.1 Patrolling includes monitoring the waterways within the district, issuing infringement notices, identifying water safety hazards, accessible by Boat or Jetski.
- 1.2 Patrolling must occur throughout all waterways throughout the district, including Lakes Wakatipu, Wanaka and Hawea, the Shotover and Kawarau rivers and the various tributaries and watercourse running into and out of such lakes and rivers. Routes, locations and frequency of patrols must occur in the manner specified in Schedule D.
- 1.3 Inspections of the waterways to ensure boat owners, moorings owners, jetty owners, foreshore owners and commercial operators are meeting Bylaw requirements and District Plan requirements.
- 1.4 Providing sufficient resources including appropriately qualified personnel within the district 24 hours, every day (including all public holidays) to undertake the waterways services and be able to assist emergency response agencies. Additional resources and key personnel will be required over the holiday season (e.g. between 1 November and 28 February (including Christmas Day and New Year's Day, Labour Weekend, Waitangi Day and Easter). All personnel and hours of work required over peak seasons are to be at the cost of the Contractor.
- 1.5 Respond to requests for service made by the public and emergency authorities through the Council's customer services system within the agreed timeframes.
- 1.6 Report any requests for service, notified to the Contractor directly from the public, to the Principal weekly using a template provided by the Principal.
- 1.7 To inspect regularly and report to the appropriate authority where the safety of the waterways has been affected by flood, erosion, obstruction and will include water discolouration and pollution of the waterways, keeping the Contract Manager informed at all times. This will include the additional hours required to undertake the services during flooding and other emergency events.

- 1.8 Provide adequate resources to ensure that a high level of service is maintained at all times during the contract period.
- 1.9 Recommend other activities (including mechanisms to fund such activities) to ensure the safe use of the district's waterways.

2. Enforcement and Regulatory Functions

- 2.1 The primary purpose of enforcement and regulatory services is to deliver Council's Enforcement Strategy and to deliver the range of functions and duties required under the Maritime Transport Act 1994, instrument of delegation from the Otago Regional Council and the Queenstown Lakes District Council Bylaws.
- 2.2 Key deliverables are:
 - 2.2.1 To maximise compliance with the above legislation by waterways users, including the issuing of infringement notices and carrying out educational activities detailed in clause 3, below.
 - 2.2.2 To advise where required, on the administration of the Council jetties and moorings including advice on the issue of moorings, jetty or maritime structure licences as required.
 - 2.2.3 To determine applications for commercial activity licences and special event licences as required under any applicable bylaw and QLDC District Plan, for maritime activities or events within the District.
 - 2.2.4 To advise on or determine applications for temporary upliftings under the bylaw as required, and apply and collect any applicable fees and charges for payment to Council.
 - 2.2.5 Evaluate and monitor implementation of Safe Operational Plans required under bylaw for water-based activities and events as required and apply and collect any applicable fees and charges for payment to Council.

3. Education and communication

- 3.1 The Regulatory Support department will respond to all customer related enquiries, to ensure consistency of responses and to maintain confidentiality. If the Contractor is contacted directly by clients, the Contractor shall provide the details of the client's request to the Council without delay. The Contractor will assist in responding to the client's request when Council specifies that the Contractor's assistance is required.
- 3.2 The Contractor shall put in place a procedure to ensure no statement (written or verbal) is made concerning the Contract, Services, or matters that are or will be the subject of any Council information gathering, consultation or decision making process, without prior consultation and confirmation from Council.
- 3.3 The Contractor shall refer enquiries from any news media to the Council, without making any statement (written or oral).

- 3.4 In all contact with the public the Contractor shall behave in a professional manner.
- 3.5 To organise and attend regular meetings with representatives regarding waterways e.g. monthly meeting regarding performance.
- 3.7 Assist with any preparation for advertising and content for information brochures for Council as required.
- 3.8 To prepare responses to correspondence and complaints in relation to waterways services and provide information and statements for Council which will be used for media releases relating to waterways matters.
- 3.9 To provide Council staff with information, education and cross skilling in waterways priorities.
- 3.10 To maintain electronic systems that are compatible and where practicable, integrated with the following Council software:
 - 3.11.1 Techone — GIS and Request for service system (RFS);
 - 3.11.2 Staff contact details & telephone network;
 - 3.11.3 Report any requests for service, notified to the Contractor directly from the public, to the Principal weekly using the template provided by the Principal.
- 3.11 Provide Council with updates as necessary for Council's internet pages (including frequently asked questions);
- 3.12 To ensure that all relevant staff have access to e-mail, radio and telephones which are reliable and operational at all times.
- 3.13 Monitoring of radio frequencies used by waterways users.
- 3.14 To provide annual water safety programmes and promotion which include education programmes.

4. Reporting

- 4.1 Provide details of an accidents, incidents and new hazards to the Principal
- 4.2 Provide files and records in relation to the activities undertaken promptly upon request of Council.
- 4.3 To provide monthly reports in electronic form to the Council on the contractor's performance of the Services. The content of these reports will include, but not be limited to:
 - 4.3.1 An executive summary of major issues and exceptions, items of importance and recommendations;
 - 4.3.2 An executive summary of major issues and exceptions, items of importance and recommendations;

- 4.3.3 A summary of incidents and accidents, any deficiencies identified in compliance with the Health and Safety Plan and remedial action taken.
- 4.3.4 A summary of activities undertaken and not undertaken in accordance with the Harbourmaster Service Schedule including patrolling, enforcement, communication and unplanned services.
- 4.3.5 A summary of the monthly education and promotion activities undertaken in line with the requirements set out in the Contract.
- 4.3.6 Identification of strategic issues and concerns including an updated hazard register for Waterways Services.
- 4.4 Immediate notification to the Manager, Property Director of any maintenance requirements necessary to minimise, eliminate or isolate those hazards for waterways users.
- 4.5 Immediate notification to the Manager, Property Director of any maintenance requirements necessary to minimise, eliminate or isolate those hazards for waterways users.
- 4.6 Suggestions and solutions on ways to improve the waterways services, including identification, assessment and recommending solutions to Council to maintain and improve safety on waterways.
- 4.7 Non-compliance with any agreed levels of service or performance measures.
- 4.8 Assist with any independent auditing of the Contractor's performance on an annual basis at no cost to the Principal.

5. Waterways Assets Programme

- 5.1 In addition to patrolling and where requested, annually design for Council's approval an inspection programme to assess, identify and recommend to Council maintenance and repairs for non-urgent or routine maintenance of waterways assets including beacons, navigation aids, ramps and other maritime facilities and structures (whether publicly or privately owned).
- 5.2 To assist in the delivery of the inspection programme referred to in 5.1
- 5.3 To deliver hazard control activities (planned and unplanned) on behalf of Council where requested.
- 5.4 To deliver hazard control activities (planned and unplanned) on behalf of Council where requested.

6. Qualifications and experience of staff

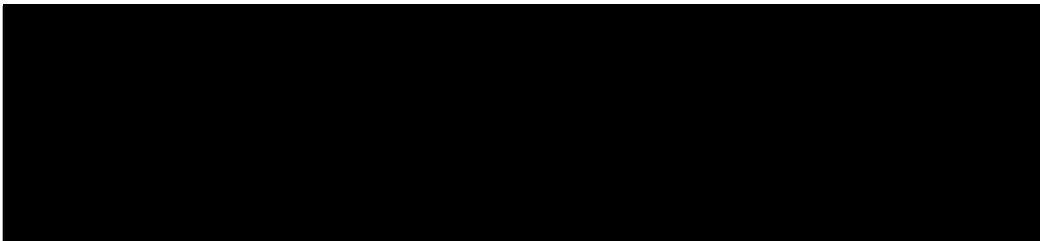
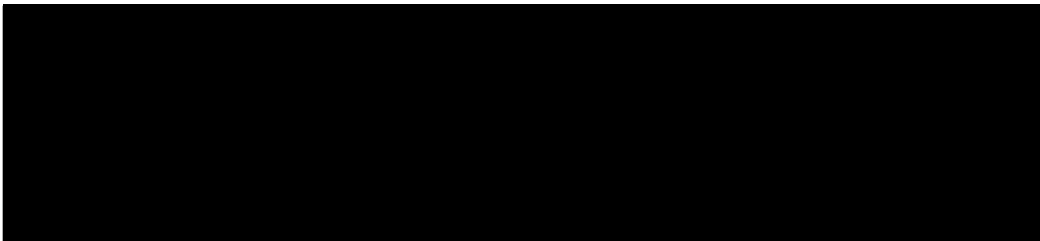
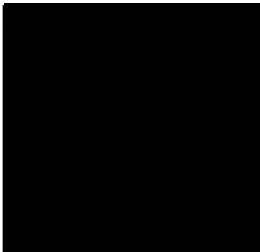
- 6.1 To maintain and improve the skills and expertise of the Contractor's key staff in the delivery of services in this area.

- 6.2 To arrange the issue of and ensure the carrying of all such warrants of appointment and warrants as to authorisation and enforcement of powers for all staff that may be employed.
- 6.3 Staff using any vehicles, vessels (Boats and Jet skis) or equipment shall hold appropriate and required certifications / licences.

7. Unplanned Services

- 7.1 To provide advice on any development proposals for marine infrastructure.
- 7.2 To provide advice and assistance with regards to updates of bylaws or other operational documents relating to waterways.
- 7.3 To assist Council and any contractor to undertake duties in pollution control and civil defence emergency management when required as they relate to waterways.
- 7.4 When instructed by the Council, to:
 - 7.4.1 liaise with any Government department, agency, authority or other organisation to ensure matters contained in the bylaws are adhered to.
 - 7.4.2 provide advice on any resource consent applications which relate to waterways and bylaw activities
- 7.5 This will include the additional hours required to undertake the services during flooding and other emergency events.
- 7.6 To assist any structural and marine engineer's inspection of public and private waterways structures and facilities. This will include identifying and recommending the repair or removal of structures that are considered unsafe or have not been maintained in line with engineering recommendations. The engagement and instruction of the marine engineer is to be arranged by the Council.
- 7.7 Arrange removal of structure(s) on Council's instruction.

8. Other

- 8.1 In undertaking the Services it will be the Contractor's responsibility to employ and provide the required resources. It is expected that the Contractor will provide adequate resources to ensure a high level of service is maintained at all times.
- 8.2 
- 8.3 
- 8.4 The vessels are to be maintained to the highest possible standard and must remain compliant with any regulatory requirements. 

8.5



8.6 To propose any other services considered necessary for the Council to deliver on its statutory responsibilities.

8.7 Providing safety patrolling or monitoring services for special events, races or other water based activities.

9. Licensing of special events or other water activities

9.1 To ensure that all fees charged to commercial companies for the issue of uplifting, permits, safe operational plan audits under the applicable bylaws are in accordance with fees and charges specified by Council.

9.3 To issue the appropriate uplifting (under the applicable bylaw) including the review of safe operational plans for events occurring on the district's waterways.

9.4 Provide support services to the New Zealand Police and Maritime New Zealand where resourcing permits.

9.5 To manage and maintain (including storage of) the Council files in relation to the activities undertaken by the Contractor in accordance with the Council's obligations under the Public Records Act 2005. This will include the development of an appropriate filing system for all files currently in use, and storage in a form that is compatible with Council's information systems. This will be undertaken in conjunction with Council records management staff and will require the approval of the Council's Records Advisor. It is expected that all files will be scanned so the Council can access information at all times.

10. Out of scope

10.1 Preparation & service of infringement notices (however the Contractor is to supply the information required for the Council to undertake those functions).

10.2 Parking control and management at Council ramp sites.

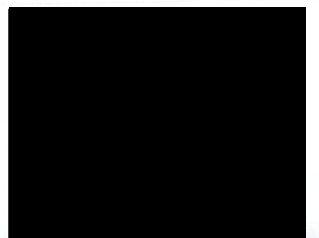
11. Personnel

A. Contract Manager

The Contract Manager will be the Manager Regulatory of the Queenstown-Lakes District Council, Queenstown. Alternatively, any such other Executive Officer of the Council as may be appointed Contract Manager by the Chief Executive Officer of the Queenstown-Lakes District Council in writing and delivered to the Contractor.

B. Personnel of Contractor

The contractor will ensure the following personnel are available to perform the duties under this contract:



Schedule C

PAYMENT

12 Contract fee

- The fee to be paid for the performance of services under this agreement shall be [REDACTED] (excl GST) per annum.

Additional rates for services outside of Services set out in Schedule B (excl GST):

- [REDACTED] hourly Rate for a warranted officer on Jet Ski
- [REDACTED] hourly Rate for a warranted officer on Boat
- [REDACTED] hourly Rate for a warranted officer – Shore Patrol (Foot)
- [REDACTED] hourly Rate for a warranted officer – Shore Patrol (4 x 4 vehicle)

12.1 Payment of contract fee

Payment of the contract fee shall be by pro rata monthly instalments, with the amount payable invoiced monthly in arrears.

Schedule D - WATERWAYS SERVICE SCHEDULE

Part 1 Patrol Requirements

Patrols are to be undertaken:

- (a) Where a specific compliance programme is specified by Council, in accordance with the schedule specified in the compliance programme.
- (b) On routes and at frequencies set out in Part 2 and 3 of this schedule.

Patrol activities must include:

- Monitoring of all local radio channels plus Channel 16
- Issuing educational messages/warnings where appropriate;
- Monitoring of waterways use for compliance with bylaws and other regulatory requirements (i.e. life jackets);
- Issuing infringement notices where appropriate;
- Identification of hazards (including pollution);
- Identification of required navigation asset maintenance or replacement.

Patrols must be concentrated in the peak waterways use periods between 1 November and 28 February each year.

Patrols must occur in accordance with the following minimum requirements:

- [REDACTED] hours/year of 'on water' patrols
- [REDACTED] hours/year of 'on shore'
- [REDACTED] hours/year of "office administration" including response recording, education, enquires and application processing.
 - Where a "response" (Request for Service) has taken place to a defined patrol location in Part 2, patrol and hours can be attributed to patrol requirements and frequency (Part 1 and 3).
 - Patrols must occur on every public holiday, unless otherwise agreed by the Contract Manager.
 - All patrols are subject to weather and lake conditions
 - Records for all patrols must be kept for the purpose of reporting to Council, and be produced on request.

Part 2 - Patrol Location (Shore based Patrol shall have with particular regard to launching areas)

- Route Name: Shotover (Upper and Lower Patrolled Independently)
Resources: 4 x 4 vehicles, boat, jet ski
- Route Name: Lake Wakatipu
Resources: 4 x 4 vehicles, boat, jet ski
- Route Name: Kawarau River
Resources: 4 x 4 vehicles, boat, jet ski
- Route Name: Other Wider Areas: E.g. Glenorchy including Dart and Rees, Kingston (Patrolled Independently)
Resources: 4 x 4 vehicles, boat, jet ski
- Route Name: Clutha River
Resources 4 x 4 vehicles, boat, jet ski
- Route Name: Lake Hawea
Resources 4 x 4 vehicles, boat, jet ski
- Route Name: Lake Wanaka
Resources 4 x 4 vehicles, boat, jet ski
- Route Name: Other Wider Areas: E.g. Matukituki, Makarora (Patrolled Independently)
Resources 4 x 4 vehicles, boat, jet ski



Part 3 - Frequency of Patrolling

	Non Peak				Holiday Season				Non Peak			
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Patrolling and inspection frequency (defined - Part 2)												
Shotover River												
Lake Wakatipu												
Kawarau River												
Other Wider Areas (Queenstown)												
Clutha River												
Lake Hawea												
Lake Wanaka												
Other Wider Areas (Wanaka)												

Minimum Patrolling must occur according to the schedule above, unless otherwise agreed with the contract manager

- Red denotes - Water based Patrol using Boat or Jetski – (Patrol defined as per Schedule D Part 1 Patrol Requirements)
- Green denotes -(Shore based Patrol shall have with particular regard to launching areas)– (Patrol defined as per Schedule D Part 1 Patrol Requirements)

Part 4 - Level of Service for Specified Activities:

Respond to Urgent & Non Urgent Callouts and Requests for Service

Response time Urgent - [REDACTED]

Not urgent - [REDACTED]

Resources available - 4 x4 vehicles, boat, jet ski,

Reporting of Maintenance Requirement of Waterways Assets

Inspection undertaken during regular patrol of locations in section Part 3

Reporting monthly or within 24 hours if urgent

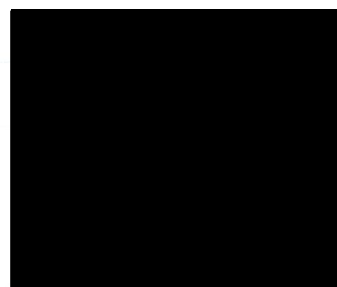
Resources 4 x 4 vehicles, boat, jet ski

Responding to Enquiries from QLDC

Respond to Council enquiries - Urgent - [REDACTED]

[REDACTED] Non Urgent - [REDACTED]

Schedule E - INSTRUMENT OF DELEGATION FROM OTAGO REGIONAL COUNCIL



QUEENSTOWN LAKES DISTRICT COUNCIL

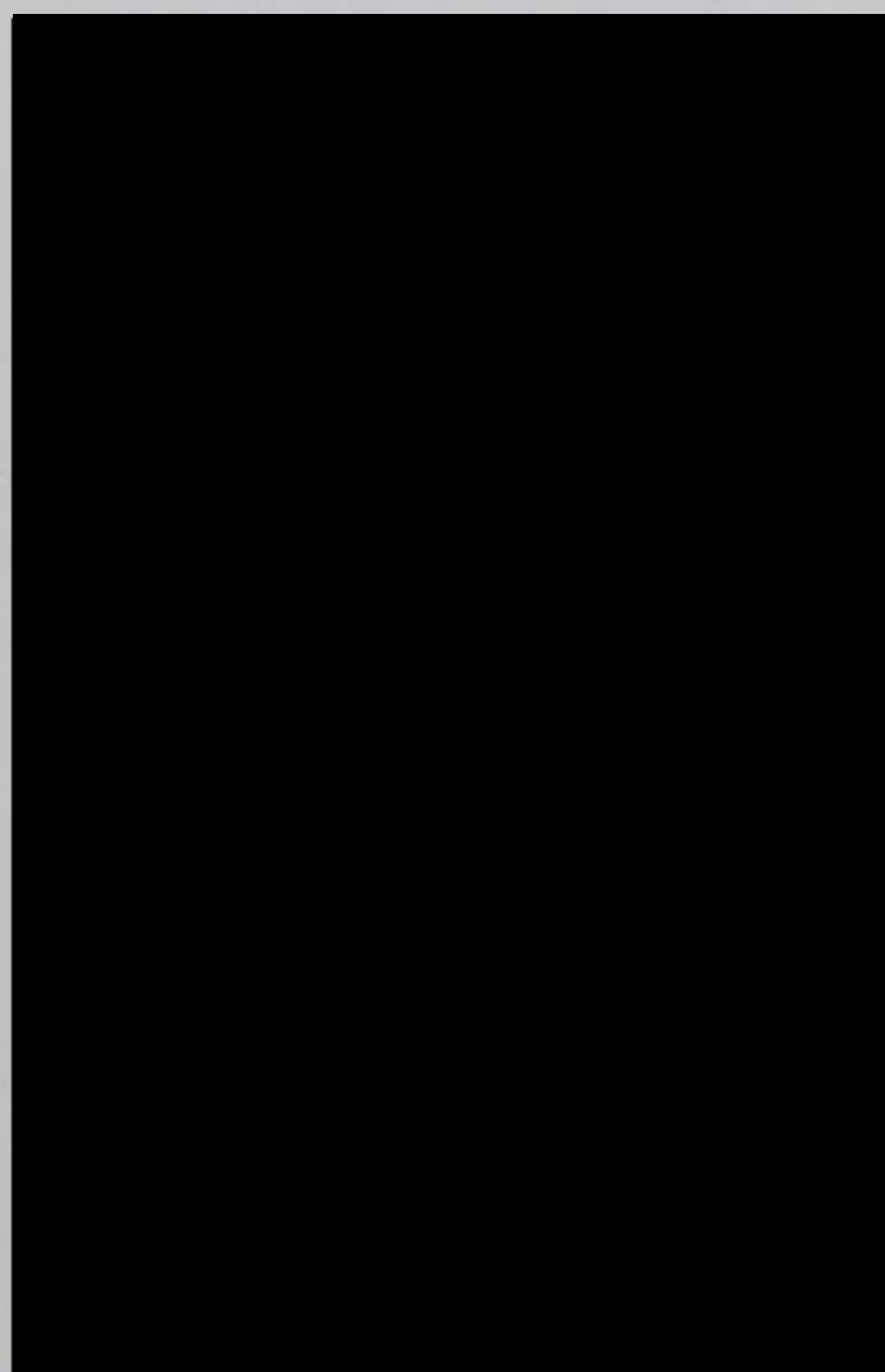
and

COUGAR GROUP LIMITED

**AGREEMENT FOR THE SUPPLY OF CCTV & SECURITY
SERVICES**

VARIATION 2

CONTRACT NUMBER 0-19-034



AGREEMENT VARIATION

VARIATION NUMBER 2 TO AGREEMENT NUMBER 0-19-034

DATED 1 February 2024

FOR THE SUPPLY AND DELIVERY OF CCTV & SECURITY SERVICES

Between

COUGAR GROUP LIMITED

And

QUEENSTOWN LAKES DISTRICT COUNCIL

In accordance with clause 7.1 Variations, the Parties agree to vary the Agreement as follows:

Item 1: SCHEDULE ONE, 5 TERM - Extend the Term of this Agreement from 1 February 2024 until 30 June 2026.

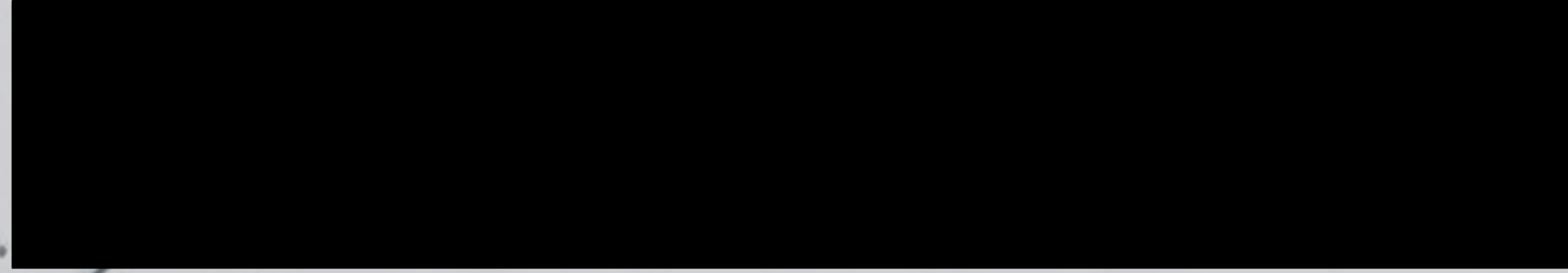
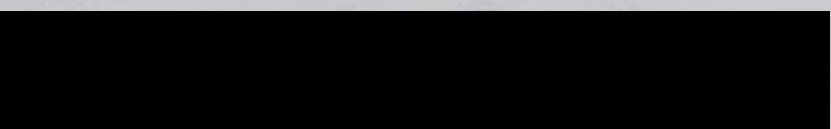
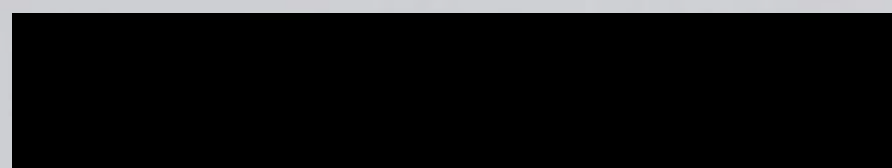
Item 2: FEE SCHEDULE, all fee rates / unit rates remain at 2024 levels until the end of this term.

Item 3: SCHEDULE TWO, DESCRIPTION OF SERVICES is amended to provide for:

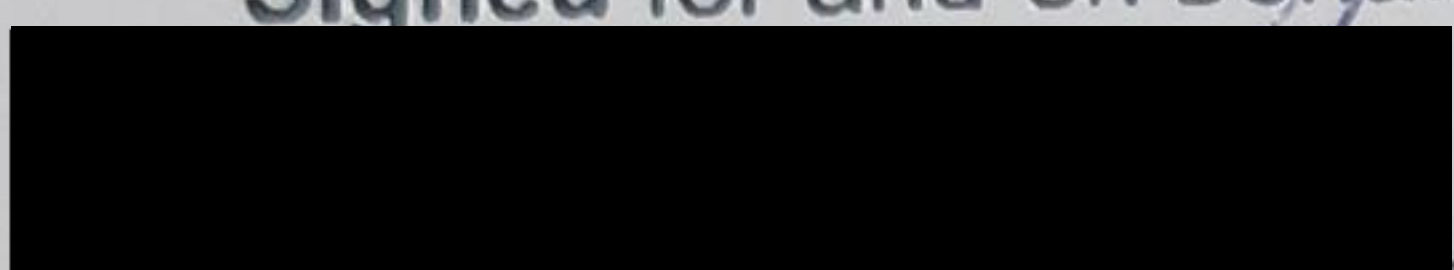
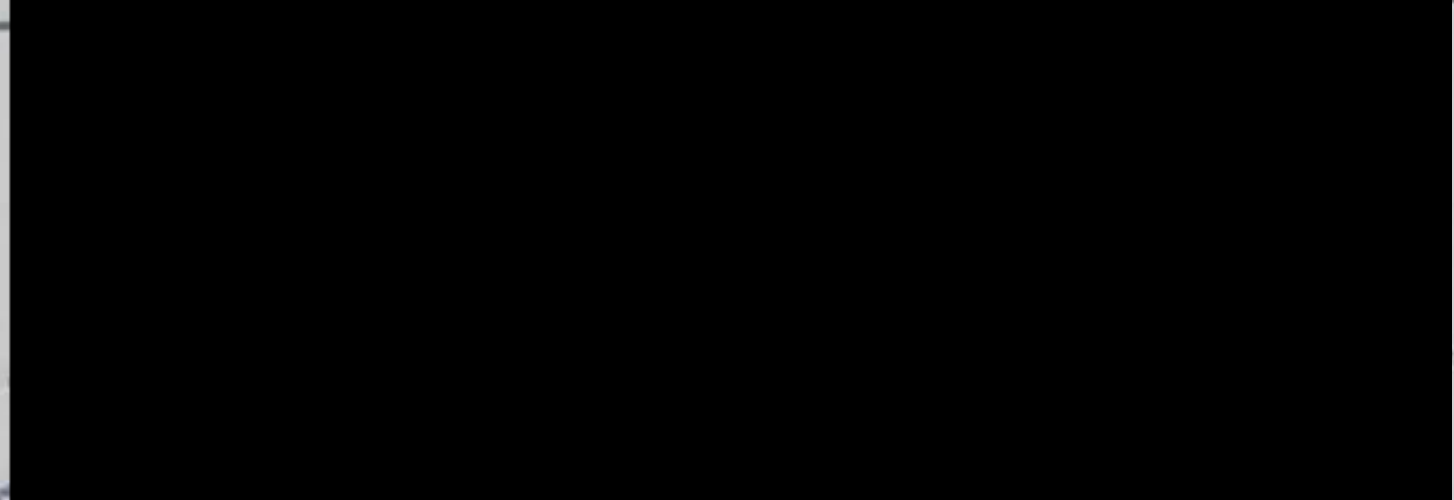
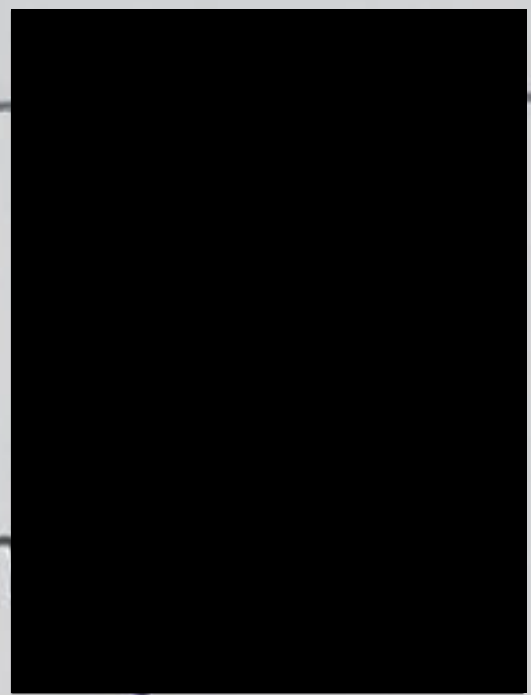
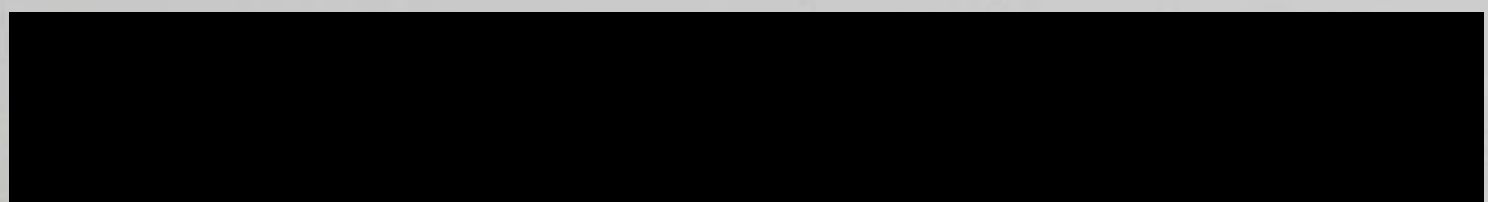
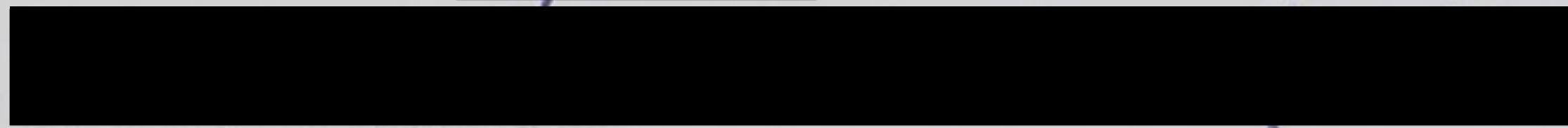
- a. Provision of a clear **Basis of Payment Schedule document** that sets out all costs pertaining to the CCTV and Security services as of 1 July 2024, going forward to 30 June 2026. The BOP must clearly set out:
 - i. Recurring Monthly Charges for scheduled and planned services; and
 - ii. Schedule of rates for response charges out items as instructed by Council (including labour, materials i.e., replacement card readers / cameras etc).This is to enable a clear line of site for contract charges forecasted so Council can anticipate and forecast costs for budgeting purposes up to June 2026.
- b. Provision of a **detailed Schematic / Enterprise Diagram** that shows all the CCTV and monitoring systems used in the contract. This schematic must set out:
 - i. The assets owned by Council and the assets owned by Cougar Security.
 - ii. ~~The interconnection between these assets (physical connection/wireless connections through line diagrams etc)~~
 - iii. Clear identification of the hardware (make/model/descriptions/age)
 - iv. Summary list of assets ('Asset Schedule') and a note of the items forecasted for replacement over the next 24 months that Council is required to fund.

This Variation 1 will be effective as from 1 February 2024 .

All other terms and conditions remain in effect.

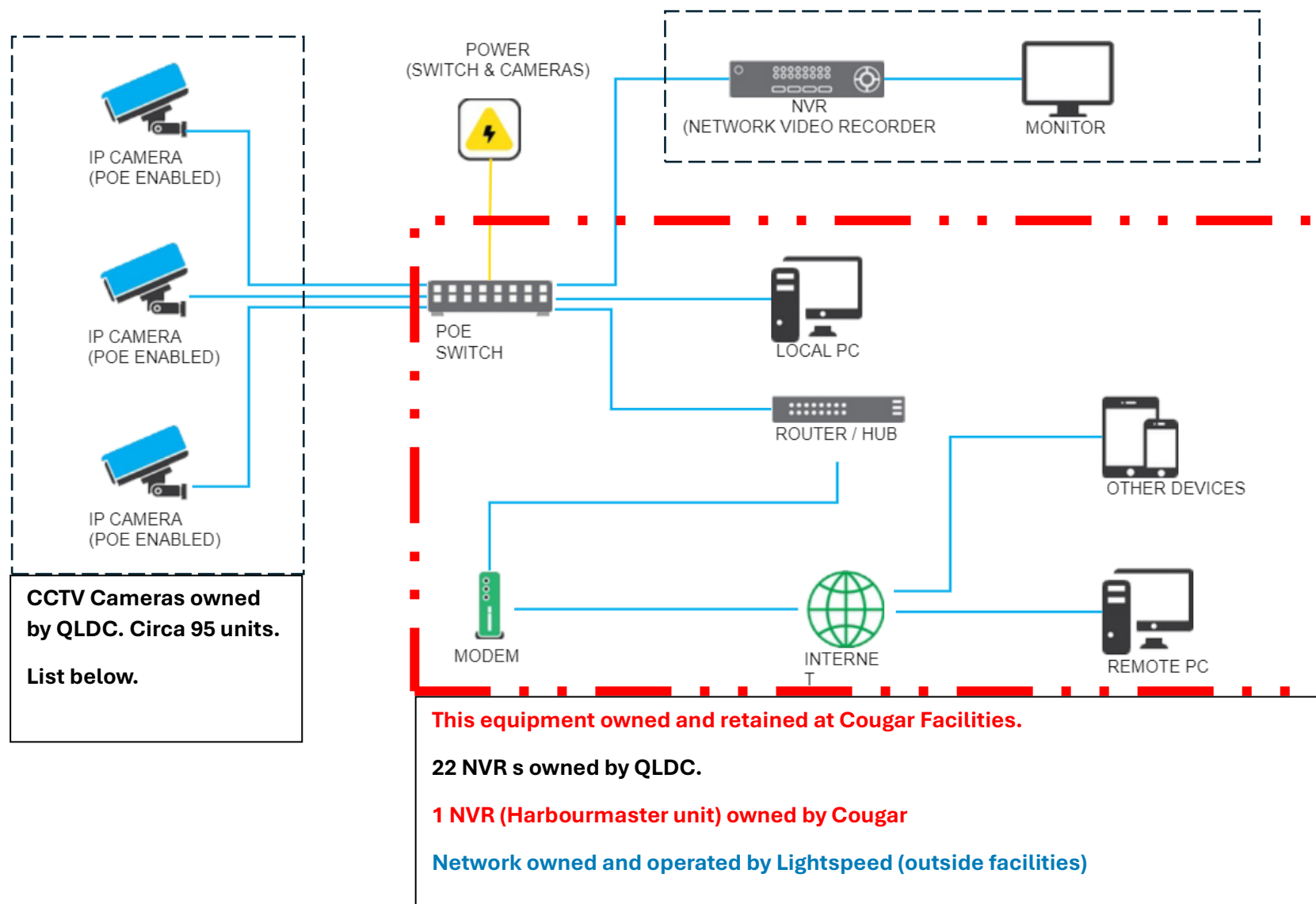
Signed for and on behalf of Queenstown Lakes District Council by	
 Relevant Delegated Authority	 Witness
 [Print name here]	 [Print name here]
Acting Chief Executive [Print title here]	EA to GM Community Services [Print title here]
Date: 8. October 2024	Date: 8 October 2024

Note: If an individual signs, the signature is to be witnessed. If a company signs, and there is only one director, the signature is to be witnessed. If two directors sign, no witness is necessary. If an authorised signatory signs, the signature is to be witnessed.

Signed for and on behalf of Cougar Group Limited	
by 	
 Director	 Director/Witn
 [Print name here]	 [Print name here]
Director [Print title here]	Director [Print title here]
Date: 16.10.24	Date: 16.10.24

Note: If an individual signs, the signature is to be witnessed. If a company signs, and there is only one director, the signature is to be witnessed. If two directors sign, no witness is necessary. If an authorised signatory signs, the signature is to be witnessed.

QLDC CCTV System Overview DRAFT R1



CCTV Camera List 1 August 2024.

QLDC CCTV Assets										
	Camera Name:	Camera Mounted	Camera Model:	Installed:		Expected Replacement Date:				
Harbourmaster Cameras										
Frankton Marina	Marina carpark entrance / exit	Dedicated pole	DS-2CD2H85FWD-I2	Jul-19		Jul-24				
	Marina carpark left	Dedicated pole	DS-2CD2H85FWD-I2	Jul-19		Jul-24				
	Marina carpark right	Dedicated pole	DS-2CD2H85FWD-I2	Jul-19		Jul-24				
	Frankton watersports ramp	Dedicated pole	DS-2CD2H85FWD-I2	Jul-19		Jul-24				
	Frankton main ramp	Dedicated pole	DS-2CD2H85FWD-I2	Jul-19		Jul-24				
	Frankton main ramp approach	Dedicated pole	DS-2CD2H85FWD-I2	Jul-19		Jul-24				
	Frankton main ramp LPR1	Dedicated pole	iDS2CD8A8660-XZH	Mar-24		Nov-29				
	Frankton main ramp LPR2	Dedicated pole	iDS2CD8A8660-XZH	Mar-24		Nov-29				
	Water based PTZ overview	Dedicated pole	iDS-2CD8A8660-XZ1	Jul-21		Jul-24				
	Marina toilet overview	Dedicated pole	DS-2CD2H85FWD-I2	Jul-19		Jul-24				
Bay View	Carpark LHS	Toilet block	DS-2CD2H85FWD-I2	Nov-23		Nov-28				
	Carpark RHS	Toilet block	DS-2CD2H85FWD-I2	Nov-23		Nov-28				
	Main ramp camera	Dedicated pole	DS-2CD2H85FWD-I2	Nov-23		Nov-28				
	Main area overview	Dedicated pole	DS-2CD2H85FWD-I2	Nov-23		Nov-28				
	Water based PTZ overview	Dedicated pole	iDS-2DF8425IX/AEL\	Nov-23		Nov-26				
Sunshine Bay	Water based PTZ overview	Dedicated pole	DS-2SE4C425MW/G-	Mar-24		Mar-27				
Wilsons Bay	Carpark overview	DOC block	DS-2CD2H85FWD-I2	Nov-23		Nov-28				
	Water based PTZ	DOC block	DS-2SE4C425MW/G-	Nov-23		Nov-26				
Glenorchy Road	Pigeon Island PTZ	Dedicated pole	DS-2SE4C425MW/G-	Mar-24		Mar-26				
Wanaka Marina	Roys Bay LHS	Toilet block	DS-2CD2H65G1M2	Jul-22		Jul-28				
	Roys Bay RHS	Toilet block	DS-2CD2H65G1M2	Jul-22		Jul-28				
	Roys Bay trailer parking area 1	Dedicated pole	DS-2CD2H65G1M2	Jul-22		Jul-28				
	Roys Bay trailer parking area 2	Dedicated pole	DS-2CD2H65G1M2	Jul-22		Jul-28				
	Roys Bay LPR 1	Toilet block	iDS2CD8A8660-XZH	Mar-24		Nov-30				
	Roys Bay LPR 2	Toilet block	iDS2CD8A8660-XZH	Mar-24		Nov-30				
	Roys Bay LPR 3	Toilet block	iDS2CD8A8660-XZH	Mar-24		Nov-30				
	Water based PTZ overview	Dedicated pole	DS-2DF8425IX-AEL\	Feb-23		Feb-29				
	Marina disabled	Toilet block	DS-2CD2H65G1M2	Feb-23		Feb-29				
	Marina toilet & carpark overview	Toilet block	DS-2CD2H65G1M2							
	Marina parking area	Dedicated pole	DS-2CD2H65G1M2	Feb-23		Feb-29				
K Jet Wharf	Jetty camera	K jet structure	DS-2CD2H65G1M2	Feb-23		Feb-29				
	Jetty approach camera	K jet structure	DS-2CD2H65G1M2	Feb-23		Feb-29				
	Jetty PTZ camera	K jet structure	DS-2DF8425IX-AEL\	Feb-23		Feb-29				
Albert Town Bridge	Albert Town bridge high	Dedicated Pole	DS-2CD2H65G1M2	Jul-23		Jul-28				
	Albert Town bridge low	Dedicated Pole	DS-2CD2H65G1M2	Jul-23		Jul-28				
	Albert Town bridge thermal	Dedicated Pole	DS-2TD2637-25/QY	Jul-23		Jul-28				
	Albert Town boat ramp	Dedicated Pole	DS-2CD3H65G1M2	Jul-23		Jul-28				
	Clutha river overview	Dedicated Pole	DS-2CD3H65G1M2	Jul-23		Jul-28				
Shotover Delta Road	Entry road LPR 1	Light Pole	iDS-2CD7A46G0/PIZ	Jan-19		Jan-24				
	Exit road LPR 2	Light Pole	iDS-2CD7A46G0/PIZ	Jan-19		Jan-24				

	Camera Name:	Camera Mounted On:	Camera Model:	Installed:	Expected Replacement Date:
Qtn Crime Prevention & Regulatory - Queenstown					
Qtn Crime Prevent	Boundry Street carpark	Council Chambers Building	DS-2CD2H85G1M2	Jul-23	Jul-28
	Bus Stop Rear Walkway	Bus Stop Shelter	DS-2CD2H85G1-I2S	Jul-23	Jul-28
Athol Street Carpark	Athol Street east	Toilet Block	DS-2CD2H85G1-I2S	Jul-23	Jul-28
	Athol Street West	Toilet Block	DS-2CD2H85G1-I2S	Jan-19	Jan-24
Waterfront Area	Athol Street Disabled Park	Toilet Block	DS-2CD2H85G1-I2S	Jan-19	Jan-24
	Beach Front LHS	Waterfront Pole	DS-2CD2H85G1-I2S	Jan-19	Jan-24
	Beach Front RHS	Waterfront Pole	DS-2CD2H85G1-I2S	Jan-19	Jan-24
	Bath house playground	Bathhouse Café Building	DS-2CD2365G1	Jan-22	Jan-27
	Bath house Hammocks	Bathhouse Café Building	DS-2CD2365G1	Jan-22	Jan-27
	Lakefront Walkway	Lamp Post	DS-2CD2365G1	Jul-24	Jan-29
Beach Street	Small bridge to gardens - Tree tops	Lamp Post	DS-2CD2365G1	Mar-24	Mar-29
	Beach Street Disability Park	Skyline Enterprices building	DS-2CD2H85G1-I2S	Mar-24	Mar-29
	Beach Street loading zone 1	Earnslaw Park Toilets	DS-2CD2H85G1-I2S	Mar-24	Mar-29
	Beach Street loading zone 2	Earnslaw Park Toilets	DS-2CD2H85G1-I2S	Mar-24	Mar-29
	Church Street carpark entry	Church Street Nomads Building	DS-2CD2H85FWD-I2S	Mar-23	Mar-28
	Church Street left	Church Street Nomads Building	DS-2CD2H85G1-I2S	Mar-23	Mar-28
	Church Street - World Bar	Church Street Nomads Building	DS-2CD2H85G1-I2S	Mar-23	Mar-28
	Lake Esplanade green area	Lamp Post	DS-2CD2H85G1-I2S	Mar-24	Mar-29
Lake Hayes	Lake Hayes park	Toilet Block	DS-2CD2365G1	Jan-19	Jan-24
	Lake Hayes toilets 1	Toilet Block	DS-2CD2365G1	Jan-19	Jan-24
	Lake Hayes toilets 2	Toilet Block	DS-2CD2365G1	Jan-19	Jan-24
Qtn Mall	Qtn mall bottom 1	Korean Restrurant Frontage	DS-2CD2385G1-I2S	Mar-23	Mar-28
	Crew room walkthrough	Skyline Building	DS-2CD2H85G1-I2S	Mar-23	Mar-28
	Havana lane to mall	Skyline Building	DS-2CD2H85G1-I2S	Mar-23	Mar-28
	Hell pizza walkway to mall	Lamp Post	DS-2CD2H85G1-I2S	Mar-23	Mar-28
	North side mall	Restrurant building	DS-2CD2H85G1-I2S	Jan-19	Jan-24
	Patagonia intersection	Wilkinsons Pharmacy	DS-2CD2H85G1-I2S	Mar-24	Mar-29
	Turkish Kabab - the mall	Turkish Kabab Store Frontage	DS-2CD2H85G1-I2S	Mar-23	Mar-28
	Winnies - ballerate street	Mountain Warehouse	DS-2CD2H85G1-I2S	Mar-23	Mar-28
Marine Parade	Marine Parade LPR	Dedicated pole	DS-2XC668G0IP-I2H(R)S	Jan-24	Jan-29
	Marine Parade overview	Dedicated Pole	DS-2CD2H85G1-I2S	Jan-24	Jan-29
	Marine Parade walkway	Dedicated Pole	DS-2CD2H85G1-I2S	Jan-24	Jan-29
	Rees Street LZ1	Wilkinsons Pharmacy	DS-2CD2H85FWD-I2S	Mar-24	Mar-29
Searle Lane	Rees Street LZ2	Wilkinsons Pharmacy	DS-2CD2H85FWD-I2S	Mar-24	Mar-29
	Searle Lane Rhino	Reading Cinema	DS-2CD2H85FWD-I2S	Mar-23	Mar-29
	Searle Lane rear laneway	Eichardt's Hotel Building	DS-2CD2H85FWD-I2S	Mar-23	Mar-29
	Searle Lane cam 2	Reading Cinema	DS-2CD2H85FWD-I2S	Mar-23	Mar-29
	Searle Lane entry pt 1	Light Pole	DS-2CD2H85FWD-I2S	Mar-23	Mar-29
	Searle Lane entry pt 2	Reading Cinema	DS-2CD2H85FWD-I2S	Mar-23	Mar-29
	Shotover Delta LPR 1	Light Pole	iDS-2CD7A46G0/PIZ	Jan-18	Jan-23
	Shotover Delta LPR 2	Light Pole	iDS-2CD7A46G0/PIZ	Jan-18	Jan-23
	Stanley Street LPR	Destination Queenstown Buildir	iDS-2CD7A46G0/PIZ	Jan-20	Jan-25
Frankton Bus Hub	Frankton bus hub - car parking	Bus Shelter	DS-2CD2385G1-I2S	Jan-20	Jan-25
	Frankton bus hub shelter	Bus Shelter	DS-2CD2385G1-I2S	Jan-20	Jan-25
	Frankton bus hub toilets	Toilet Block	DS-2CD2385G1-I2S	Jan-20	Jan-25
	Franton bus hub toilets overview	Toilet Block	DS-2CD2385G1-I2S	Jan-20	Jan-25
	Ballerat Street Taxi Rank	Nagi Tahu Building	DS-2CD2H85FWD-I2S	Jan-19	Jan-24
	ANZ -exchange loading bay	Ngai Tahu Building	DS-2CD2H85FWD-I2S	Jan-19	Jan-24
Lower Beach Street	Lower Beach Street	Dedicated Pole	DS-2CD2H85FWD-I2S	Jan-19	Jan-24
	Beach Street	Light Pole	DS-2CD2H85FWD-I2S	Mar-24	Mar-29

	Camera Name:	Camera Mounted On:	Camera Model:	Installed:	Expected Replacement Date:			
Lower Beach Street	Beach Street	Light Pole	DS-2CD2H85FWD-I2S	Mar-24	Mar-29			
	Beach Street	Dedicated Pole	DS-2CD2H85FWD-I2S	Mar-24	Mar-29			
	Beach Street - Mac-Pac	Skyline Enterprises Building	DS-2CD2H85FWD-I2S	Mar-24	Mar-29			
	Beach Street	Light Pole	DS-2CD2H85FWD-I2S	Mar-24	Mar-29			
	Beach Street LPR	Light Pole	DS-2CD2H85FWD-I2S	Mar-24	Mar-29			
	Beach Street - Rees Street	Light Pole	DS-2CD2H85FWD-I2S	Mar-24	Mar-29			
	Beach Street	Toilet Block	DS-2CD2H85FWD-I2S	Mar-24	Mar-29			
	Beach Street	Toilet Block	DS-2CD2H85FWD-I2S	Mar-24	Mar-29			
	Beach Street Gallery	Toilet Block	DS-2CD2H85FWD-I2S	Mar-24	Mar-29			
	Beach Street - Pub on Wharf	Aotea Building	DS-2CD2387G2P-LSU	Mar-24	Mar-29			
Camp Street	Camp Street Night n Day	Ngai Tahu Building	DS-2CD2H85FWD-I2S	Jan-19	Jan-24			
	Camp Street Shotover LZ	Ngai Tahu Building	DS-2CD2H85FWD-I2S	Jan-19	Jan-24			
	Decode Loading Zone	Ngai Tahu Building	DS-2CD2H85FWD-I2S	Jan-19	Jan-24			
	Camp Street Taxi Stand 1	Ngai Tahu Building	DS-2CD2H85FWD-I2S	Jan-19	Jan-24			
	Camp Street Taxi Stand 2	Ngai Tahu Building	DS-2CD2H85FWD-I2S	Jan-19	Jan-24			
	KFC Loading Zone	KFC Building	DS-2CD2H85FWD-I2S	Jan-19	Jan-24			
	O' Connells LZ	KFC Building	DS-2CD2H85FWD-I2S	Jan-19	Jan-24			
	Village Green Loading Zone	KFC Building	DS-2CD2H85FWD-I2S	Jan-19	Jan-24			
	Camp Street Taxi Rank LPR	Ngai Tahu Building	iDS-2CD8A46G0-XZHSY	Jan-19	Jan-24			
	Station Building Bus Stop	Skyline Enterprises Building	DS-2CD2H85FWD-I2S	Jan-19	Jan-24			
Duke Street	Cow Lane Camera - (96x Zoom)	KFC Building	iDS-2CD4A45G0-IZHS	Jan-19	Jan-24			
	Duke Street	Light Pole	DS-2CD2H85FWD-I2S	Jan-19	Jan-24			
	Duke Street	Light Pole	DS-2CD2H85FWD-I2S	Jan-19	Jan-24			
	Duke Street - Bella Cucina	Light Pole	DS-2CD2H85FWD-I2S	Jan-19	Jan-24			
	Duke Street - Vertigo	Light Pole	DS-2CD2H85FWD-I2S	Jan-19	Jan-24			
Earl Street	Earl Street Vehicle Counting LPR	Public Toilet Building	iDS-2CD7A46G0/P-IZHSY	Jan-23	Jan-24			
	Earl Street Right	Public Toilet Building	DS-2CD2H85FWD-I2S	Jan-19	Jan-24			
	Marine Parade loading zone	K Jet Asset	DS-2CD2385G1-I2S	Jan-19	Jan-24			
	Marine parade overview	K Jet Asset	DS-2CD2385G1-I2S	Jan-19	Jan-24			
	Red Oaks Drive 1 (96x Zoom)	Remarkables Park Building	iDS-2CD2H45G1-I2S	Jan-20	Jan-24			
Rees Street	Red Oaks Drive 2 (96x Zoom)	Remarkable Park Building	iDS-2CD2H45G1-I2S	Jan-20	Jan-24			
	Rees Street entry	Light Pole	DS-2CD2387G2-LSU/SL	Mar-24	Mar-29			
	Rees Street 2	Light Pole	DS-2CD2H85FWD-I2S	Mar-24	Mar-29			
	Rees Street 3	Light Pole	DS-2CD2H85FWD-I2S	Mar-24	Mar-29			
	Rees Street 4	Light Pole	DS-2CD2H85FWD-I2S	Mar-24	Mar-29			
	Rees Street 5	Light Pole	DS-2CD2H85FWD-I2S	Mar-24	Mar-29			
	Rees Street 6	Light Pole	DS-2CD2H85FWD-I2S	Mar-24	Mar-29			
	Rees Street 7	Light Pole	DS-2CD2H85FWD-I2S	Mar-24	Mar-29			
	Rees Street 8	Light Pole	DS-2CD2H85FWD-I2S	Mar-24	Mar-29			
	Rees Street 9	Light Pole	DS-2CD2H85FWD-I2S	Mar-24	Mar-29			
	Rees Street 10	Light Pole	DS-2CD2H85FWD-I2S	Mar-24	Mar-29			
	Rees Street 11	Light Pole	DS-2CD2H85FWD-I2S	Mar-24	Mar-29			
	Rees Street 12	Light Pole	DS-2CD2H85FWD-I2S	Mar-24	Mar-29			
	Rees Street 13	Light Pole	DS-2CD2H85FWD-I2S	Mar-24	Mar-29			
	Rees Street LPR	Light Pole	iDS-2CD8A46G0-XZHSY	Mar-24	Mar-29			
	Rees Street / Beach Street	Light Pole	DS-2CD2H85FWD-I2S	Mar-24	Mar-29			
	Lake Esplanade - Steamer Wharf	Aotea Building	DS-2CD2385G1-I2S	Mar-23	Mar-28			

	Camera Name:	Camera Mounted On:	Camera Model:	Installed:	Expected Replacement Date:
Shotover Street	Base Backpackers Long LZ	Night N Day Building	DS-2CD2385G1-IZS	Jan-19	Jan-24
	Base Backpackers Short LZ	White N Wongs Building	DS-2CD2385G1-IZS	Jan-19	Jan-24
	Shotover Street Night N day	Night N Day Building	DS-2CD2385G1-IZS	Jan-19	Jan-24
	74 Shotover Street	Aotea Building	DS-2CD2385G1-IZS	Jan-19	Jan-24
	Lofts Bus stop	Aotea Building	DS-2CD2385G1-IZS	Jan-19	Jan-24
	75 Shotover Street	Aotea Building	DS-2CD2385G1-IZS	Jan-19	Jan-24
	Shotover street LZ	Aotea Building	DS-2CD2385G1-IZS	Jan-19	Jan-24
	Shotover Street - Fergburger	Light Pole	DS-CD236662 - IZS	Mar-24	Mar-29
	Shotover Street - Rees Street Intersect	Light Pole	DS-2CD2H85FWD-IZS	Mar-24	Mar-29
	Brian Smith Park	Light Pole	DS-2CD2H85FWD-IZS	Mar-24	Mar-29
	Shotover Street - Fergburger	Light Pole	DS-2CD2H85FWD-IZS	Mar-24	Mar-29
	Shotover Street Ferg Bar	Light Pole	DS-2CD2H85FWD-IZS	Mar-24	Mar-29
	Shotover Street LPR1	Light Pole	iDS-2CD8A46G0-XZHSY	Mar-24	Mar-29
	Shotover Street LPR2	Light Pole	iDS-2CD8A46G0-XZHSY		
	Dominos Loading Zone	Skyline Enterprises Building	DS-2CD2385G1-IZS	Jan-19	Jan-24
	Shotover Street LZ	Skyline Enterprises Building	DS-2CD2385G1-IZS	Jan-19	Jan-24
	Shotover Street LZ2	Skyline Enterprises Building	DS-2CD2385G1-IZS	Jan-19	Jan-24
	Skyline Dominos Sign LZ	Skyline Enterprises Building	DS-2CD2385G1-IZS	Jan-19	Jan-24
Stanley Street	Stanley Street Bus Stop Bike Area	ORC Bus Shelter	DS-2CD2385G1-IZS	Jan-20	Jan-24
	Stanley Street Bus Stop 1	ORC Bus Shelter	DS-2CD2385G1-IZS	Jan-20	Jan-24
	Stanley Street Bus stop 2	ORC Bus Shelter	DS-2CD2385G1-IZS	Jan-20	Jan-24
	Stanley Street Bus Stop 3	ORC Bus Shelter	DS-2CD2385G1-IZS	Jan-20	Jan-24
	Stanley Street Bus Stop 4	ORC Bus Shelter	DS-2CD2385G1-IZS	Jan-20	Jan-24
Cow Lane	Cow Lane 1	Light Pole	DS-2CD2H85FWD-IZS	Jun-24	Jun-29
	Cow Lane 2	Light Pole	DS-2CD2H85FWD-IZS	Jun-24	Jun-29
Upper Beach Street	Upper Beach Street 1	Light Pole	DS-2CD2H85FWD-IZS	Jun-24	Jun-29
	Upper Beach Street 2	Light Pole	DS-2CD2H85FWD-IZS	Jun-24	Jun-29
	Upper Beach Street 3	Light Pole	DS-2CD2H85FWD-IZS	Jun-24	Jun-29
	Upper Beach Street 4	Light Pole	DS-2CD2H85FWD-IZS	Jun-24	Jun-29
	Upper Beach Street 5	Light Pole	DS-2CD2H85FWD-IZS	Jun-24	Jun-29
	Upper Beach Street 6	Light Pole	DS-2CD2H85FWD-IZS	Jun-24	Jun-29
	Upper Beach Street 7	Light Pole	DS-2CD2H85FWD-IZS	Jun-24	Jun-29
	Upper Beach Street 8	Light Pole	DS-2CD2H85FWD-IZS	Jun-24	Jun-29
	Upper Beach Street 9	Light Pole	DS-2CD2H85FWD-IZS	Jun-24	Jun-29
	Upper Beach Street 10	Light Pole	DS-2CD2H85FWD-IZS	Jun-24	Jun-29
	Upper Beach Street 11	Light Pole	DS-2CD2H85FWD-IZS	Jun-24	Jun-29
	Upper Beach Street 12	Light Pole	DS-2CD2H85FWD-IZS	Jun-24	Jun-29
	Upper Beach Street 13	Light Pole	DS-2CD2H85FWD-IZS	Jun-24	Jun-29
	Upper Beach Street 14	Light Pole	DS-2CD2H85FWD-IZS	Jun-24	Jun-29
	Upper Beach Street 15	Light Pole	DS-2CD2H85FWD-IZS	Jun-24	Jun-29
	Upper Beach Street 16	Light Pole	DS-2CD2H85FWD-IZS	Jun-24	Jun-29
	Upper Beach Street 17	Light Pole	DS-2CD2H85FWD-IZS	Jun-24	Jun-29
	Upper Beach Street 18	Light Pole	DS-2CD2H85FWD-IZS	Jun-24	Jun-29
Isle Street Carpark	Main entry LPR	Light Pole	iDS-2CD7A46G0/PIZ	Jul-23	Jul-28
	Carpark cam 1	Light Pole	DS-2CD2H85FWD-IZS	Jul-23	Jul-28
	Carpark cam 2	Light Pole	DS-2CD2H85FWD-IZS	Jul-23	Jul-28
	Carpark cam 3	Light Pole	DS-2CD2H85FWD-IZS	Jul-23	Jul-28
	Carpark cam 4	Light Pole	DS-2CD2H85FWD-IZS	Jul-23	Jul-28
	Carpark cam 5	Light Pole	DS-2CD2H85FWD-IZS	Jul-23	Jul-28

		Camera Name:	Camera mounted on:	Camera Model:	Installed:		Expected Replacement Date:
Arrowtown Street Cameras							
Arrowtown Street Cameras		Arrow lane east	Commercial Property Rear Wall	DS-2CD2H85G1-IZS	Jan-18		Jan-23
		Arrow lane west	Commercial Property Rear Wall	DS-2CD2H85G1-IZS	Jan-18		Jan-23
		Arrowtown hall	Commercial Property Veranda	DS-2CD2H85G1-IZS	Jan-18		Jan-23
		Avenue Intersection	Street Pole	DS-2CD2H85G1-IZS	Jan-18		Jan-23
		Bakery parking	Arrowtown Bakery Veranda	DS-2CD2H85G1-IZS	Jan-18		Jan-23
		Buckingham street disabled	Night N Day Veranda	DS-2CD2H85G1-IZS	Jan-18		Jan-23
		Buckingham street entry	Arrowtown Bakery Veranda	DS-2CD2H85G1-IZS	Jan-18		Jan-23
		Arrowtown hall disability	New Orleans Hotel Veranda	DS-2CD2H85G1-IZS	Jan-18		Jan-23
		New orleans loading zone	New Orleans Hotel Veranda	DS-2CD2H85G1-IZS	Jan-18		Jan-23
		Night n day	Night N Day Veranda	DS-2CD2H85G1-IZS	Jan-18		Jan-23
		Ramshaw lane	Street Pole	DS-2CD2H85G1-IZS	Jan-18		Jan-23
		Ramshaw lane LPR	Street Pole	iDS-2CD7A46G0/PIZ	Jan-18		Jan-23
		Skate park left	Street Pole	DS-2CD2387G2-LSU	Jan-18		Jan-23
		Skate park right	Dedicated pole	DS-2CD2387G2-LSU	Jan-18		Jan-23
		Skate park toilets	Dedicated pole	DS-2CD2H85G1-IZS	Jan-18		Jan-23

		Camera Name:	Camera mounted on:	Camera Model:	Installed:	Expected Replacement Date:	
Wanaka Street Cameras							
Wanaka Street Cameras			Doughbin 1	Light pole	DS-2CD2H85G1-IZS	Jan-18	Jan-23
			Doughbin 2	Light pole	DS-2CD2H85G1-IZS	Jan-18	Jan-23
			Fitzpatrick's Junction	Light pole	DS-2CD2H85G1-IZS	Jan-18	Jan-23
			Lake Bar	Light pole	DS-2CD2H85G1-IZS	Jan-18	Jan-23
			Night n day	Light pole	DS-2CD2H85G1-IZS	Jan-18	Jan-23
			Penbroke Park Disabled Parking	Light pole	DS-2CD2H85G1-IZS	Jan-18	Jan-23
			Post office Lane	Light pole	DS-2CD2H85G1-IZS	Jan-18	Jan-23
			Ardmore Street Toilets	Public Toilets	DS-2CD2H85G1-IZS	Jan-18	Jan-23
			Ardmore Street Toilets 2	Public Toilets	DS-2CD2H85G1-IZS	Jan-18	Jan-23
			Pembroke Park Skate park left	Dedicated pole	DS-2CD2H85G1-IZS	Jan-18	Jan-23
			Pembroke park skate park right	Dedicated pole	DS-2CD2H85G1-IZS	Jan-18	Jan-23
			Pembroke park skate park centre	Dedicated pole	DS-2CD2H85G1-IZS	Jan-18	Jan-23
			Rear Walkway by library PTZ	Light pole	Bosch Camera	Jun-11	Jun-18
			Ardmore Street PTZ 1	Light pole	Bosch Camera	Jun-11	Jun-18
			Ardmore Street PTZ 2	Light Pole	Bosch Camera	Jun-11	Jun-18
			Ardmore Street	Light Pole	Bosch Camera	Jun-11	Jun-18
Public Toilets - Ardmore Street West							
			Ardmore Street toilets 1	Public Toilets	DS-2CD2H85G1-1ZS	Jun-11	Jun-18
			Ardmore Street toilets 2	Public Toilets	DS-2CD2H85G1-1ZS	Jun-11	Jun-18
			Carpark Overview	Public Toilets	DS-2CD2H85G1-1ZS	Jun-11	Jun-18

NVR Recorder											
Harbourmaster NVR	Cougar	Cougar Office	Jan-23	Jan-25							Mar-28
Qtn Events Centre NVR	QLDC	Qtn Event Centre	Mar-23	Mar-25							Mar-28
Wanaka Recreation Centre NVR	QLDC	Wanaka Rec Centre	Mar-23	Mar-25							Mar-28
Ardmore Street Office NVR	QLDC	Ardmore Street Office	Jan-19	Jan-22							Jan-24
Shotover Street Office NVR	QLDC	Shotover Street Office	Mar-22	Mar-24							Mar-27
Stanley Street Office NVR	QLDC	Stanley Street Office	Mar-22	Mar-24							Mar-27
Church Street Office NVR	QLDC	Wilsons Carpark Office	Nov-23	Nov-25							Mar-28
Gorge Road Office NVR	QLDC	Gorge Road Office	Mar-19	Mar-21							Mar-24
Frankton Library NVR	QLDC	Frankton Library	Mar-22	Mar-24							Mar-26
Qtn Library NVR	QLDC	Qtn Library	Mar-19	Mar-21							Mar-24
Kingston Library NVR	QLDC	Kingston Library	Jul-23	Jul-25							Jul-28
Glenorchy Library NVR	QLDC	Glenorchy Library	Jul-23	Jul-25							Jul-28
Lake Hawea Library NVR	QLDC	Lake Hawea Library	Jul-23	Jul-25							Jul-28
Qtn Gardens Park & Rec NVR	QLDC	Qtn Gardens Depot	Nov-23	Nov-25							Nov-28
Wanaka Parks & Rec NVR	QLDC	Wanaka Depot	Nov-23	Nov-25							Nov-28
Crime Prevention Regulatory Servers - 128 channel NVR	QLDC	Cougar Office	Jan-18	Jan-21	Jan-24						Jan-23
Qtn Dog Pound NVR	QLDC	Qtn Dog Pound	Mar-19	Mar-21							Mar-24
Wanaka Dog Pound NVR	QLDC	Wanaka Dog Pound	Mar-19	Mar-21							Mar-24
Qtn Vehicle Impound Yard NVR	QLDC	Cougar Office	Mar-19	Mar-21							Mar-24
Arrowtown Street Camera NVR	QLDC	Arrowtown Police Station	Mar-19	Mar-21							Mar-24
Wanaka Street Camera NVR	QLDC	Ardmore Street Office	Mar-19	Mar-21							Mar-24
Wanaka Youth and Community Centre	QLDC	Wanaka Youth Centre	Jun-23	Jun-25							Jun-28
Arrowtown Pool	QLDC	Arrowtown Pool	Sep-22	Sep-24							Sep-27

NVR Recorder

Harbourmaster NVR	Cougar	Cougar Office
Qtn Events Centre NVR	QLDC	Qtn Event Centre
Wanaka Recreation Centre NVR	QLDC	Wanaka Rec Centre
Ardmore Street Office NVR	QLDC	Ardmore Street Office
Shotover Street Office NVR	QLDC	Shotover Street Office
Stanley Street Office NVR	QLDC	Stanley Street Office
Church Street Office NVR	QLDC	Wilsons Carpark Office
Gorge Road Office NVR	QLDC	Gorge Road Office
Frankton Library NVR	QLDC	Frankton Library
Qtn Library NVR	QLDC	Qtn Library
Kingston Library NVR	QLDC	Kingston Library
Glenorchy Library NVR	QLDC	Glenorchy Library
Lake Hawea Library NVR	QLDC	Lake Hawea Library
Qtn Gardens Park & Rec NVR	QLDC	Qtn Gardens Depot
Wanaka Parks & Rec NVR	QLDC	Wanaka Depot
Crime Prevention Regulatory Servers - 128 channel NVR	QLDC	Cougar Office
Qtn Dog Pound NVR	QLDC	Qtn Dog Pound
Wanaka Dog Pound NVR	QLDC	Wanaka Dog Pound
Qtn Vehicle Impound Yard NVR	QLDC	Cougar Office
Arrowtown Street Camera NVR	QLDC	Arrowtown Police Station
Wanaka Street Camera NVR	QLDC	Ardmore Street Office
Wanaka Youth and Community Centre	QLDC	Wanaka Youth Centre
Arrowtown Pool	QLDC	Arrowtown Pool



Contracting Services Agreement

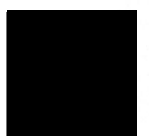
0-19-034

Queenstown Lakes District Council (Council)

And

Cougar Group Ltd (Contractor)

Queenstown Lakes District Council
Private Bag 50072, Queenstown 9348
10 Gorge Road, Queenstown
Tel: +64 3 441 0499



Background

- A. This Agreement is in response to the Request for Proposal issued by Council on 14 November 2018 for CCTV Network Maintenance in 2019 – 2020, attached at Appendix 5.
- B. In reliance on the Contractor's representations and the Contractor's response to the Request for Proposal set out at Appendix 2, Council engages the Contractor to provide the Services on the terms of this Agreement.

Agreement

1. Appointment

- 1.1. On and subject to the terms of this Agreement, Council appoints the Contractor named in Schedule 1 (Contractor), and the Contractor agrees to provide the Services described in this Agreement (and any Purchase Order) to Council from the effective date of this Agreement.

2. Acknowledgements

- 2.1. By accepting its appointment under clause 1.1 the Contractor acknowledges that it has not relied on any representation made, or information provided to it, by Council that has not been independently verified by the Contractor. The Contractor shall make itself aware of any special requirements when supplying services specified.
- 2.2. The Contractor confirms it has no conflict of interest in delivering the services. If any actual or potential conflict of interest arises, during the course of delivering the Services, the Contractor shall immediately inform the Council in writing and the Council will decide on the appropriate steps to be followed in such an event. Council reserves the right to terminate the Agreement with immediate effect.
- 2.3. The Contractor confirms that to the best of its knowledge it has disclosed to Council all incidents where the Contractor, or its personnel, has been the subject of any legal or disciplinary proceedings in the last 3 years in respect of which the maximum penalty is more than 12 months imprisonment.

3. Precedence

- 3.1. If there is any conflict or inconsistency between any of the documents which form part of this Agreement the order of precedence is:
 - i) any change or variation to this Agreement agreed between the parties pursuant to clause 7;
 - ii) the Base Agreement;
 - iii) Schedule 1;
 - iv) any Purchase Order;
 - v) Schedule 2; and
 - vi) any Letter(s) of Engagement from the Contractor
- 3.2. If there is any conflict or inconsistency between information contained within the documents having the same level of precedence, the information contained in later documents will prevail over information contained in earlier documents.

4. Term Of Agreement

- 4.1. The term of this Agreement shall begin on the Commencement Date as set forth in Schedule 1 and shall expire on the Expiry Date as set forth Schedule 1. The parties will review the performance of the Services prior to the Expiry Date and further Service options if any will be discussed at that time.

5. Contractor's Responsibilities

- 5.1. A description of the services that the Contractor is required to perform is included in the proposal at Schedule 2 (Services).
- 5.2. The Contractor must perform the Services in accordance with the standards contained in Appendix 1.
- 5.3. The Contractor will provide and maintain sufficient resources (including human resources, equipment, telecommunications connectivity, premises and other facilities) to enable it to perform its obligations on time and otherwise in accordance with this Agreement.
- 5.4. The Contractor must provide the Services to Council's satisfaction specifically to a standard that reaches or exceeds agreed service levels. In addition, the Contractor must:
 - i) comply with any and all reasonable instructions or directions that may be provided by Council from time to time;
 - ii) provide the Services diligently, efficiently, effectively and to the high professional standard that would reasonably be expected from a prudent, expert and experienced provider of the Services;
 - iii) ensure that all documentation and verbal advice provided to Council is fit for purpose;
 - iv) comply with all relevant New Zealand Standards, legislation, Council policies and by-laws, professional and legal requirements applicable in respect of the supply of the Services;
 - v) not do anything that may directly or indirectly impair (or be likely to impair) the good name and reputation of Council or its business.

6. Timely performance

- 6.1. The Contractor will ensure that the Services to be performed pursuant to this Agreement are provided on or before the date/time specified for performance (if any), and if no date/time is specified, within a reasonable time. The time of supply is an essential element of these terms and conditions.
- 6.2. The Contractor shall notify Council in writing immediately if the Contractor becomes aware there may be a delay in the supply of the Services. Council may, without prejudice to any other right or remedy, terminate the Agreement, suspend payment until the Contractor remedies the relevant delay or change its specification (without incurring additional charges).

7. Variations

- 7.1. Council may, by written notice to the Contractor, order a variation to the Services. The Contractor must not commence work on the variation to the Services until the details as to price, delivery and performance of the variation is agreed between the parties. Such agreement is to be in writing.

8. Contractor's Compensation

- 8.1. As full and complete compensation for the services performed pursuant to this Agreement, Council will pay the Contractor at the rates noted in Appendix 3.
- 8.2. All prices are exclusive of GST. The price/s specified in Appendix 3 are fixed unless there is a written agreement that the price/s may be varied, when it/they may be varied and how the price is to be determined. The Contractor is not entitled to claim expenses, surcharges, margins or disbursements unless otherwise agreed in advance. Any such agreement shall be in writing.
- 8.3. All estimates and quotes (including scope of works where required) will be provided at no cost to Council.
- 8.4. If during the course of providing the Services the Contractor becomes aware that the total charges (excluding GST) are likely to exceed the estimate, the Contractor must give written notice to Council including a revised estimate. The notice must be given as soon as the Contractor becomes so aware, but no later than the time the costs accrued or incurred reach 80% of the estimate. Council is not liable to pay the Contractor any amount exceeding the estimate unless Council has approved a revised estimate in writing prior to the amount being incurred.

9. Payment

- 9.1. The Contractor will submit one itemised invoice to Council at the end of each month for all Services performed during that period. The invoice shall specify the scheduled items claimed, including details of any additional work claimed.
- 9.2. Invoices meeting the above requirements will be payable on or before the 20th day of the month following the month in which the invoice was received. Council will have no obligation to pay any charges which are invoiced more than 90 days after the date that the amount was required to be invoiced. If Council disputes an invoice it may withhold the disputed sum until the dispute is resolved.

10. Invoice disputes

- 10.1. If Council disputes an invoice:
 - i) it may withhold the disputed sum until the dispute is resolved;
 - ii) the dispute will be resolved in accordance with clause 11; and
 - iii) it will pay the undisputed portion in accordance with clause 9.
- 10.2. The Contractor will not be excused from performing its obligations under this Agreement while an invoice is disputed by Council.

11. Dispute Resolution

- 11.1. The parties shall use best efforts to resolve any dispute through good faith negotiations and informal dispute resolution techniques. If the dispute cannot be resolved either Party may, by written notice to the other, refer the dispute to mediation, to be conducted by a single mediator in accordance with the terms of the LEADR New Zealand Inc. Standard Mediation Agreement.
- 11.2. The above does not preclude the Contractor or the Council from taking immediate steps to seek urgent relief before a New Zealand Court.

12. Confidentiality

- 12.1. The Contractor will treat as confidential and not disclose to any third party nor use for its own benefit any Confidential Information of Council they become aware of in the course of providing the Services. The Contractor shall not make any public disclosures.

13. Intellectual Property

- 13.1. The Contractor acknowledges that Council has, and continues to have, sole and exclusive ownership of all Intellectual Property rights in all of Council information and all other materials existing at the date first applied by Council for the purposes of this Agreement, together with all adaptations and modifications of such materials.
- 13.2. All Intellectual Property created or developed by the Contractor or its employees or subcontractors in performing the Services and developing any documentation will be owned by Council from the date the Intellectual Property is created or developed.
- 13.3. To the extent that Council needs to use any Intellectual Property of the Contractor to receive the full benefit of the Services, the Contractor grants to Council a royalty-free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt and modify during the term any Intellectual Property provided to the Council by or on behalf of the Contractor.
- 13.4. The Contractor warrants and represents to Council that its use and Council use of the Intellectual Property will not and does not infringe the Intellectual Property rights of any third party.

14. Contract information

- 14.1. All Contract Information is owned by the Council. The Contractor may use Contract Information for the purposes of this Contract only.
- 14.2. On termination of this Contract for any reason:



- (a) the Contractor shall, as requested by the Council's Representative, immediately return all Contract Information held by the Contractor to the Council's Representative and any other property or equipment of the Council's in the possession or control of Contractor in relation to this Contract; and
- (b) the Contractor may retain a copy of such Contract Information for business records retention purposes only. Such Contract Information shall remain confidential and shall not be released to any third party without the written approval of Council's Representative.

15. Indemnity, Liability, and Remedies

- 15.1. The Contractor will indemnify Council in respect of all costs (including legal costs) claims, liabilities, losses, damage and expenses suffered or incurred by Council and any other person claiming through Council as a direct or indirect consequence of any unlawful, negligent, tortious, criminal, reckless or dishonest errors acts or omissions of the Contractor in the performance of its obligations under these terms and conditions. This indemnity survives the termination of these terms and conditions.
- 15.2. The Contractor shall not be entitled to anticipatory profits or to special (including multiple or punitive), incidental or consequential damages or losses.
- 15.3. Council is not liable to the Contractor for any indirect or consequential loss, including loss of revenue, profits, anticipated profits or opportunity, arising out of or in connection with any breach of this Agreement or otherwise.

16. Health and Safety Requirements

- 16.1. The Site Specific Safety Plan for carrying out the Services has been prepared by the Contractor and approved by Council, and is attached at Appendix 5.
 - 16.1.1. The Site Specific Safety Plan shall address the means by which the Contractor intends to meet its obligations under this 16 and shall comply with any other requirements for safety set out in the Contract and at law.
 - 16.1.2. In preparing the Site Specific Safety Plan, the Contractor shall have reasonable regard to the Council's occupational health and safety systems and health and safety plan and the Contractor must ensure that its Site Specific Safety Plan is, at a minimum, consistent with the Council's occupational health and safety systems and the Council's policies.
 - 16.1.3. Compliance with the Site Specific Safety Plan shall not relieve the Contractor from any of its duties, obligations and liabilities under the Contract.
- 16.2. The Contractor:
 - 16.2.1. agrees:
 - (a) that it is the person conducting business or undertaking (PCBU) who manages and controls the Site from the time it obtains possession of the Site until the Completion Date; and
 - (b) to discharge the obligations of a PCBU who manages and controls the Site (as a place of work) under HSW Act during the period referred to in 16.2.1(a);
 - 16.2.2. shall take all reasonably practicable steps to ensure the health and safety of its personnel and any person on or in the vicinity of the Site;
 - 16.2.3. shall:
 - (a) do all things necessary to assist the Council; and
 - (b) refrain from doing anything that may impede the Council,
 in discharging its obligations under HSW Act;
 - 16.2.4. shall comply with:
 - (a) all current codes of practice;
 - (b) best practice guidelines (e.g. Council's Guide to Contracting);
 - (c) Worksafe fact sheets; and
 - (d) the Council's occupational health and safety policy and procedures;

- 16.2.5. shall have in place effective methods to identify risks to health and safety and communicate those risks and management strategies to each person on Site;
- 16.2.6. shall:
- (a) take all reasonably practicable steps to eliminate risks to health and safety; and
 - (b) if it is not possible to eliminate a risk to health and safety despite taking all reasonably practicable steps, take all reasonably practicable steps to minimise those risks (including following the applicable guides under the HSW Act.
- 16.2.7. shall, in addition to notifying the relevant Authority, immediately advise the Council's Representative verbally of any Notifiable Incident or Notifiable Event, and as soon as possible afterwards, provide the Council's Representative with:
- (a) written details of the Notifiable Event or Notifiable Incident;
 - (b) a copy of any notice given to the relevant Authority; and
 - (c) steps taken or to be taken to eliminate or minimise the risks associated with that Notifiable Event or Notifiable Incident;
- 16.2.8. shall ensure that all persons on the Site undertake an appropriate safety induction;
- 16.2.9. shall ensure that all persons on Site for whom the Contractor is responsible have attended task specific training and where required by legislation and industry standards/ACOP have obtained any required certificates of competency;
- 16.2.10. shall maintain an appropriate level of site supervision;
- 16.2.11. shall have proper procedures for investigating and dealing with emergencies that may arise;
- 16.2.12. shall undertake a full investigation and meet any requirements of the Council if directed by the Council's Representative;
- 16.2.13. shall respond to all emergencies arising in accordance with the Council's Policies. For the purposes of this provision, emergencies are not limited to health and safety incidents and include damage to property, equipment and infrastructure, hazardous substance spills, health hazards, biological release, severe weather, acts of violence, criminal activity or terrorism;
- 16.2.14. shall provide confirmation of its compliance in a form approved by the Council's Representative with each payment claim served. If the Contractor fails to provide the confirmation the Council's Representative may give the Contractor notice requiring the confirmation to be provided. The notice shall state that it is a notice under this clause. If the Contractor fails to comply with the notice within 5 Working Days the Council is not required to make any progress payment to the Contractor for the payment period to which the notice relates and for which the Council's Representative has not received a signed confirmation in the required form; and
- 16.2.15. shall ensure that each Subcontractor:
- (a) has a safety plan that is consistent with the Contractor's safety plan under 162; and
 - (b) complies with that safety plan.
- 16.3. For the purpose of 16.2.12 and 16.2.26, "all reasonably practicable steps" shall be deemed to have been taken where the Contractor takes such steps as are required under HSW Act at the relevant time.
- 16.4. If the Council acting reasonably considers that an unsafe practice is being undertaken by the Contractor's personnel or unsafe conditions exists, there is a serious risk to health and safety or actual or potential damage to the environment then the Council's Representative may order the Contractor to stop work. A suspension under this 16.4 shall not be a Variation to the extent that the reason for the stop work order arises from an act, omission or breach of Contract by the Contractor.
- 16.5. If the Contractor considers that a Separate Contractor has or will cause the Contractor to fail to comply with the requirements of this 16 or HSW Act the Contractor must immediately advise the Council's Representative of this verbally and as soon as possible afterwards, provide the Council's Representative with written details of the:
- (a) conduct complained of; and
 - (b) directions the Contractor requires the Separate Contractor to comply with; and

- (c) request the Council to direct that Separate Contractor to comply with the Contractor's reasonable directions or remove the Separate Contractor from the Site.
- 16.6. The Contractor shall implement an audit and inspection regime to ensure compliance with its obligations and provide reports, in a form and containing such information as is required by the Council, acting reasonably, to confirm that the audit and inspection regime has been undertaken and any non compliance with the Contractor's obligations under 16 identified from the audit and inspection regime.
- 16.7. The Contractor shall allow the third party appointed by the Council to conduct audits from time to time of the Contractor's compliance with its health and safety obligations under 16 and HSW Act.
- 16.8. The Contractor must comply with all reasonable requirements of a party undertaking an audit under 16.67, including giving reasonable access to all documents necessary to conduct the audit, and access to the Site.
- 16.9. Any corrective work or action which the audit identifies as necessary to rectify any non-compliance with the HSW Act must be undertaken by the Contractor at its cost and within a reasonable time given the nature of the departure and the risk posed to health and safety.
- 16.10. The Contractor shall:
 - (a) take all steps in accordance with good industry practice to avoid nuisance, prevent damage to property and to protect the environment (both on and off the Site); and
 - (b) ensure that its emissions and discharges do not exceed the values specified in any applicable licence (including consents) or, if no values are specified, the values prescribed by environmental laws.
- 16.11. The Contractor must comply with and ensure that all sub-contractors and its and their employees and agents, as well as any other person and their employees and agents carrying out any works or services under this Contract comply with all aspects of the General Traffic Management Plan for QLDC and Site Specific Safety Plan.
- 16.12. If the Contractor fails to meet the requirements of 16, the Council shall give the Contractor one month's notice to comply with this clause. If the Contractor continues to fail to meet the requirements of this clause, this shall be a material breach of Contract for the purposes of 18.
- 16.13. Contractor Health and Safety performance may influence Council's decision whether or not to continue with, or engage that Contractor in the future.

17. Subcontracting and Assignment

- 17.1. The Contractor will not subcontract the performance of the Services except with the prior written consent of Council. The Contractor is solely responsible for the selection of each subcontractor and must ensure that each subcontractor is creditworthy, qualified and has the relevant experience to perform the work it is required to carry out for the Contractor.
- 17.2. The Contractor must not assign, novate, transfer or otherwise dispose of the whole or any part of its rights and obligations under this Agreement without Council's prior written consent.

18. Termination

- 18.1. Council may terminate this Agreement for convenience by giving the Contractor at least 1 months prior written notice.
- 18.2. Council may also terminate this Agreement by notice to the Contractor, with immediate effect on the date of termination specified in that notice, if the Contractor:
 - i) becomes subject to an event of Insolvency;
 - ii) is unable to, or fails to, remedy a conflict of interest;
 - iii) assigns this Agreement or any of its benefits without written approval from Council;
 - iv) commits a material breach of this Agreement; or
 - v) commits an unlawful act.

- 18.3. Council will make payment to the Contractor for Services supplied completed to its satisfaction on or before the date of expiry or termination.
- 18.4. Termination or expiry will not affect any rights and remedies available to either party which have accrued up to and including the date of termination or expiry.
- 18.5. After expiry or termination of this Agreement for any reason, each party will, within five Business Days of receiving notice from the other party, return all property or Confidential Information belonging to the other (or destroy such Confidential Information, if requested) except if such property or Confidential Information is required to be retained by any Law.

19. Insurance

- 19.1. During the term of the Agreement and for a period of two years following the effective date of expiry or termination of this Agreement, the Contractor will, at its own expense, ensure that it maintains adequate insurance in respect of its potential liability for loss or damage under this Agreement, but as a minimum the Contractor must hold professional indemnity insurance of at least \$500,000. The Contractor will, at Council's request, promptly provide satisfactory evidence that it has complied with its obligations in this clause 19.

20. Relationship of the parties

- 20.1. Nothing expressed or implied in this Agreement will be deemed to constitute either party as the partner, agent, or joint venturer of the other party. If the Contractor comprises more than one legal entity, each entity's liability to Council is joint and several.

21. Costs

- 21.1. A party who has an obligation to do anything under this Agreement will perform that obligation at its own cost, unless a term of this Agreement expressly provides otherwise.

22. Notices

- 22.1. Any notice required or permitted to be given hereunder shall be in writing and sent by express mail or email to the addresses or email address set forth in Schedule 1 of this agreement or to such other address as either of the parties may from time to time identify in writing to the other.

23. Severability

- 23.1. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable it will be severed from this Agreement without affecting the legality, validity or enforceability of the remaining provisions.

24. Waiver

- 24.1. Neither party will be deemed to have waived any right under this Agreement unless the waiver is in writing and signed by the parties. Any failure or delay by a party to exercise any right or power under this Agreement will not operate as a waiver of that right or power. Any waiver by a party of any breach, or failure to exercise any right, under this Agreement will not constitute a waiver of any subsequent breach or continuing right.

25. Counterparts

- 25.1. This Agreement may be signed in two counterparts, each of which will be deemed an original, but both of which together are to constitute a single instrument.

26. Governing Law

- 26.1. These terms and conditions are governed by the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the Courts of New Zealand.

27. Definitions

- 27.1. In this Contract:

Agreement means the Agreement set out at the commencement of this Contract.

Commencement Date means the Commencement Date of this Contract as set out in the Schedule 1.

Confidential Information means any information relating to the Services, the Council, any client or customer of the Council, any ratepayer or member of the public that comes into the possession of the Contractor through the provision of the Services other than:

- has been published or otherwise has become part of the public domain other than through acts or omissions of the recipient;
- has been furnished to the recipient 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;
- was already in the possession of the recipient without restriction or disclosure; or
- is required (and only to the extent so 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.

Contract means this contract and includes the Contract Documents.

Contract Information means the source data and other data and factual information collected by the Contractor during the course of providing the Services and all other information relating to the Services held by the Contractor under this Contract.

Contractors Rate means the Contract Price set out in Appendix 3.

End Date means the completion date for the Services as set out in the Schedule 1 by which the Services must be completed.

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

GST Act means the Goods and Services Tax Act 1985.

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

Intellectual Property means any methodologies procedures, software, technical handbooks and information, data and factual information, drawings, plans, designs, specifications copyright, patents, designs, trademarks (registered or unregistered) or other protectable rights.

Notifiable Event has the meaning in section 25 of the HSW Act.

Notifiable Incident has the meaning in section 24 of the HSW Act.

Services means the Services as described in the Schedule 2.

Site means the geographic site over which the Services are to be provided as agreed between the Parties in writing.

Site Specific Safety Plan means the Site Specific Safety Plan attached at Appendix 6 to this Contract.

Term means the term of this Contract commencing on the Commencement Date and ending on the End Date.

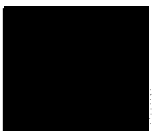
Business Day means any day other than a Saturday, Sunday or a public holiday in Queenstown

28. Interpretation

28.1. In this Contract:

- 28.1.1. All monetary amounts are stated exclusive of GST and in New Zealand dollars unless provided otherwise.
- 28.1.2. Where the context permits the singular includes the plural and vice versa.
- 28.1.3. References to any party means the parties to this Contract and includes their respective successors and permitted assignees (as the case may be).
- 28.1.4. References to clauses, schedules and to any attachments are to clauses, schedules and attachments (if any) to this Contract (unless otherwise stated).
- 28.1.5. Where the context permits references to the Contractor include the Contractor's employees, agents and officers.
- 28.1.6. 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.

- 28.1.7. 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.
- 28.1.8. Obligations that bind more than one person shall bind those persons jointly and severally.
- 28.1.9. Defined expressions are signified by capitalisation.
- 28.1.10. The headings in this Contract shall not be used in its interpretation



Execution

SIGNED for and on behalf of **Queenstown Lakes District Council** by its duly authorised representative in the presence of:

[Redacted Signature]

Signature of authorised representative

[Redacted Signature]

Signature of witness

[Redacted Name]

Name of authorised representative
(please print)

[Redacted Name]

Name of witness
(please print)

SIGNED by the **Contractor** in the presence of:

[Redacted Signature]

Signature

[Redacted Signature]

Signature of witness

[Redacted Name]

[Redacted Name]

Name of witness
(please print)

Director

Position



Schedule 1

Agreement Details

Commencement Date:	1 March 2019
Expiry Date:	28 February 2022 (unless extended by 2 years)
Council Representative:	[REDACTED]
Council Representative Ph:	03 450 0303 or [REDACTED]
Council Representative Email:	[REDACTED]
Council Address for Notices:	Queenstown Lakes District Council Private Bag 50072 Queenstown 9348 Attention: Polly Lambert
Contractor Name:	Cougar Security Group Ltd
Contractor's Representative	[REDACTED]
Contractor's Representative Ph:	0800 2262851 or [REDACTED]
Contractor's Representative Email:	[REDACTED]
Contractor's Address for Notices:	PO Box 6 Queenstown 9300
Contractor's Rate:	As detailed in Contractor's completed schedule of prices in Appendix 3 (attached)
Variations to Schedule 2.	1. N/A

Schedule 2

Description of Services

The Services include maintenance of the Council's CCTV network in the following areas:

- a) Routine Inspections and Monitoring along with Planned Preventative Maintenance
 - The Contractor will provide regular servicing of the CCTV network within the Site.
 - The work consists of providing all labour, materials, traffic management, appliances, tools, equipment, services, and supervision required to perform inspections, monitoring, preventative maintenance, testing, troubleshooting, repairing or replacing, as necessary.
- b) Unplanned Corrective Maintenance
 - The Contractor will provide irregular servicing and repairs of the CCTV network within the Site in accordance with the monitoring, inspections, service and maintenance requirements set out in Appendix 4.
 - The works consists of providing all labour, materials, traffic management, appliances, tools, equipment, services and supervision required to perform unplanned corrective maintenance, troubleshooting, repairing or replacing, as necessary.
- c) Asset Management Support Services
 - The Contractor will be required to support Council in its annual asset management plan (AMP) processes. The work consists generally of providing knowledge and inputs to the Council development of its AMPs.
- d) Upgrade, extension and renewal as agreed
 - The Contractor will be required, under separate purchase orders, to source and/or install upgrades, or expansions to software, hardware, and/or any other requirement or kit required to meet the Council AMP outcomes.

Appendix 1: Standards

The Contractor is required by law to comply with all current acts, standards, codes and regulations and they shall form part of this contract. For confirmation of relevance or where ambiguity exists between documents, the Contractor shall check with the Principal.

All materials, equipment and workmanship shall comply with the following standards and regulations to the extent that they are applicable:

The Electricity Act 1992

The Electricity (Safety) Regulations 2010

The NZ Electrical Codes of Practice

Health and Safety at Work Act 2015 (HSWA)

NZEC 34: New Zealand Electrical Code of Practice for Electrical Safe Distances

AS/NZS 1158 (Set): Lighting for roads and public spaces

AS/NZS 3000: Electrical installations (known as the Australian/New Zealand Wiring Rules)

AS 60529: Degrees of protection provided by enclosures (IP Code)

AS 1939: Classification of degrees of protection provided by enclosures of electrical equipment

AS 3548: Electromagnetic interference, limits and methods of measurement of information technology equipment

AS 4806.1: CCTV Part 1 -Management and Operation

AS 4806.2: CCTV Part 2 -Application Guidelines

AS 4806.3: CCTV Part 3 -PAL signal timings and levels

AS 4806.4: CCTV Part 4 -Remote video monitoring code of practice

AS 4552: Electromagnetic compatibility

AS/ACIF S009: Installation requirements for customer cabling (Wiring rules)

AS/NZS 2053: Conduits and fittings for electrical installations -All parts and amendments

IEC 62262, Ed. 1.0: Degrees of protection provided by enclosures for electrical equipment against external mechanical impacts (IK code)

QLDC CCTV Policy - A policy covering the installation and operation of the CCTV networks. This is to be developed and it is expected that the Contractor will have input into the development of this.

NZTA ITS-07-01: ITS Specification for CCTV Civil and Structural Works

NZTA CoPTTM: Code of practice for temporary traffic management

University of Tasmania: CCTV Specification Guidelines

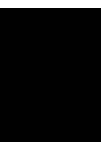
As a minimum all new cameras shall achieve on an on-going basis the Detail Resolution noted in Section 4.4 of the University of Tasmania document and shall generally comply with the other applicable sections of this document.

New cameras shall be compatible with the existing system set up and have the capacity to be part of a future integrated system. The system shall be secure as noted in the Minimum Network performance Criteria.

Only cameras with proven reliability and limited maintenance requirements shall be used.

Cameras must stay in colour in low light conditions rather than switch to infra-red as the Police cannot use infra-red for facial recognition.

Appendix 2: QLDC RFP CCTV Network Maintenance – Cougar Security – Non- Priced Attributes Section



Appendix 3: QLDC RFP CCTV Network Maintenance – Price Information - Cougar Security

Appendix 5: Request for Proposal CCTV Maintenance



QUEENSTOWN
LAKES DISTRICT
COUNCIL

Request for Proposal

CCTV Network Maintenance 2019 - 2022

13th November 2018 Final Draft for Review/Approval.

Key Information

Professional Service Requested	Maintenance of CCTV Network 2019 - 2022
RFP Issuer	Queenstown Lakes District Council
RFP Number	C 19-034c
Date of Issue	14 th November 2018
Date Proposals Due	10 th December 2018 before 4pm
Mode of Delivery of Proposals (NB for the integrity of the tender evaluation to be maintained, the proposal must be split between the Non-Price Attributes and the Price information and be sent to the two separate email addresses as noted)	Non-Price Attributes By email directed to [REDACTED] [REDACTED] Subject Line: QLDC RFP for CCTV Network Maintenance 2019 – 2022 C 19-034c – Non-Price Attributes [insert name of your organisation] Price Information By email directed to [REDACTED] [REDACTED] Subject Line: QLDC RFP for CCTV Network Maintenance 2019 – 2022 C 19-034c – Price Information [insert name of your organisation]
QLDC Contact	[REDACTED] Policy, Standards & Assets Planner +64 3 450 0303 [REDACTED]

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Section A: General

1 Request for Proposal

- 1.1 Queenstown Lakes District Council (**QLDC**) is the local authority for the Queenstown Lakes district. The district is one of the fastest growing in New Zealand. QLDC is responsible for the delivery of local government services to the district including:
- (a) formulating the district's strategic direction;
 - (b) providing and maintaining core infrastructure; and
 - (c) administering various statutory and regulatory functions.

2 Required Services

- 2.1 QLDC has identified that it requires maintenance of its CCTV network in the following areas:
- (a) Inspections and Monitoring along with Planned Preventative Maintenance (Refer to Appendix 4 for minimum requirements)
 - (b) Unplanned Corrective Maintenance
 - (c) Asset Management Support Services
 - (d) Upgrade, extension and renewal as agreed.
- 2.2 The successful contractor will be expected to operate as set out below in Section E Scope of Services and according to the Draft Terms of Contract set out in Appendix 3.

3 Proposal programme

- 3.1 The following is an indicative proposal programme. QLDC reserves the right to modify the steps and/or dates at any time at its discretion. If that occurs QLDC will notify participants of changes.

Date of Issue	14 th November 2018
Date Proposals Due	10 th December 2018
Evaluation Period Commences	11 th December 2018
Evaluation Period Ends	13 th December 2018
Negotiations (if any) with preferred participants	13 th December 2018

Contract Let

21st December 2018

Anticipated Contract Start Date

1st March 2019

4 Proposal selection process

- 4.1 QLDC will evaluate proposals using the Price Quality method. The evaluation process and attributes are set out below in Section D: Proposal Analysis.

5 Form of proposals

- 5.1 Subject to the Section C: Schedule of RFP Conditions, QLDC does not require proposals to be submitted in any form or following any particular structure, but participants should include with the proposal all information necessary for QLDC to evaluate the proposal in accordance with the information sought in Section D: Proposal Analysis. Participants are encouraged to provide suggestions as to how they might work collaboratively with QLDC to minimise costs and/or increase efficiency and add value in addition to the services to be provided.

6 Participant acknowledgement

- 6.1 Any person that intends to participate in this RFP process and wishes to receive additional information or updates that QLDC may issue must acknowledge receipt of this RFP by signing and returning the form set out at Appendix 1 (Proposal Acknowledgement Form).

Section B: RFP Conditions

1 Interpretation

1.1 In this Section B:

- (a) **QLDC** means Queenstown Lakes District Council.
- (b) **Contact Person** means the RFP Information Contact Person stated in Section C: Schedule to RFP Conditions.
- (c) **RFP Documents** means this RFP and any and all documents and written information issued in relation to this RFP.
- (d) **Schedule to RFP Conditions** means the schedule of information set out in Section C.
- (e) **RFP Conditions** means these conditions as set out in Section B.
- (f) **Services** means the services identified in Section E: Scope of Services.
- (g) The term “including” does not imply any limitation.
- (h) Any rights reserved to QLDC may be exercised at the sole discretion of QLDC.

2 Issue of RFP Documents

- 2.1 The issue of the RFP Documents is not an offer to enter into a contract.
- 2.2 The RFP Documents have been provided to assist participants in preparing proposals.
- 2.3 QLDC makes no representation or warranty as to the completeness or accuracy of the RFP Documents. Participants rely on any information provided in relation to this RFP at their own risk and are responsible for the interpretation of that information. RFP documents remain the property of QLDC.
- 2.4 Only the Contact Person may be contacted with any questions relating to this RFP. All questions must be received by the last date for questions set out in the Schedule to RFP Conditions.
- 2.5 Participants must acknowledge receipt of the RFP Documents by completing Appendix 1 (Proposal Acknowledgement Form) and returning it to the Contact Person.

3 Participants

- 3.1 Each participant is deemed to have examined the RFP Documents and to have satisfied itself as far as is practical for an experienced contractor as to the correctness and sufficiency of:
 - (a) their proposal to cover the Services; and
 - (b) the prices, rates or sums stated in its proposal.

- 3.2 The prices, rates or sums submitted in each participant's proposal will, except where otherwise provided, allow for all of the participant's obligations under the terms of contract as set out in Appendix 3 (Draft Terms of Contract). The participant will undertake any investigations, measurements and analysis it considers necessary before submitting a proposal.
- 3.3 The Contact Person is the only person authorised to receive queries, requests for information or other communications by participants or related parties regarding this RFP (other than Proposals, which should be submitted as per the Mode of Delivery requirements in Section C). QLDC will not be bound by any statement, written or verbal, made by any person including the Contact Person unless that statement is subsequently incorporated into a formal written contract for the provision of the Services between QLDC and the participant.

4 Ambiguities in the RFP Documents

- 4.1 Participants may request an explanatory notice where the RFP Documents are ambiguous or unclear. All requests for explanatory notices must be received by the last date for questions set out in Section C: Schedule to RFP Conditions.
- 4.2 If an explanatory notice is issued, it shall be sent to all participants that have acknowledged receipt of the RFP Documents and shall upon issue become part of the RFP Documents. Requests for information or clarifications that relate solely to the prospective participant's proposal will be provided to the participant requesting the information or clarification only.
- 4.3 In the absence of an explanatory notice, proposals may be submitted subject to any reasonable interpretation of any ambiguity or uncertainty in the RFP Documents, provided that the interpretation is expressly stated in the proposal.

5 Submission of proposals

- 5.1 QLDC must receive each participant's proposal by the date and time proposals are due. QLDC reserves the right to extend the period allowed for the submission of proposals.
- 5.2 Each proposal must be:
- (a) Wholly contained within **two** documents in Portable Document Format (PDF)
 - (i) Non-Price Attributes per Section C: Schedule to RFP Conditions
 - (ii) Price Information per Section C: Schedule to RFP Conditions
 - (b) **Sent by separate emails as set out in Section C: Schedule to RFP Conditions.** QLDC reserves the right to accept late proposals. If QLDC chooses not to accept a late proposal the participant will be notified by return email.
 - (c) In the form and including the information required by the RFP Documents.
 - (d) Signed by or on behalf of the participant.
- 5.3 QLDC will acknowledge receipt of proposals by return email.

- 5.4 Joint proposals may be submitted. In the event that a joint proposal is successful, all joint parties will be jointly and severally liable to discharge the duties, obligations and responsibilities under any contract for the provision of Services that results from this RFP. One of the participants to the joint proposal must be identified as the contact point for all communications with QLDC relating to the proposal.
- 5.5 The cost of preparing and submitting a proposal, and the cost to the participant of any subsequent negotiations, meetings or discussions, will be borne by the participant.
- 5.6 If a proposal contains an error and QLDC becomes aware of that error, then QLDC will draw the error to the attention of the relevant participant(s) and reserves the right to either:
- (a) Invite the participant to confirm that its proposal remains open for acceptance at the prices, rates or sums set out in the proposal, notwithstanding the error; or
 - (b) Permit the participant to correct the error (including by alteration of the prices, rates or sums set out in the proposal).
- 5.7 If QLDC invites the participant to provide the confirmation set out in clause 5.6(a) and the participant does not confirm within the timeframe set by QLDC, the relevant proposal will be deemed withdrawn by the participant.
- 5.8 The participant will include prices and/or rates and/or sums for all the Services the participant proposes to provide in a format considered appropriate by the participant.
- 5.9 Services against which no price, rate or sum is specifically submitted by the participant and are required to be provided as part of the Services will be deemed covered by other prices, rates or sums submitted by the participant. If there is any ambiguity or uncertainty over what the submitted prices, rates or sums cover, QLDC will be entitled to interpret them.
- 5.10 Without limiting its rights under clause 5.9, QLDC reserves the right to request any participant to clarify and/or amend its proposal and/or negotiate with participants.
- 5.11 The participant warrants that all information that it submits:
- (a) Is complete and accurate in all material respects; and
 - (b) Does not breach any third party's rights, including intellectual property rights, and the use of the information in relation to this RFP will not breach such rights.

6 Acceptance of proposal

- 6.1 The lowest priced, highest scoring or any proposal will not necessarily be accepted. QLDC reserves the right, at its sole discretion and without incurring any liability to any participant, to:
- (a) accept none or any of the proposals;
 - (b) waive any irregularities or informalities in the RFP process;

- (c) amend the RFP process or any associated documents;
- (d) suspend, withdraw or cancel, in whole or in part, the RFP process at any time;
- (e) enter into negotiations with one or more of the participants; and/or
- (f) request additional proposals.

7 Validity period and outcome

- 7.1 All proposals submitted will remain open as an offer capable of acceptance by QLDC from the date proposals are due for the duration of the validity period stated in the Schedule to RFP Conditions.
- 7.2 QLDC reserves the right to extend the validity period and, if it does so, will notify all participants of the new validity period and give them the opportunity to withdraw from this RFP process.
- 7.3 Participants will be notified of the outcome of this RFP process.

8 Conditional proposals

- 8.1 QLDC would prefer to receive unconditional proposals but reserves the right to consider proposals submitted with conditions, qualifications, or assumptions (Conditions). All Conditions must be clearly set out in the relevant proposal.
- 8.2 QLDC reserves the right at its sole discretion to:
 - (a) evaluate, consider or reject any proposal with Conditions (whether or not the Conditions have been expressly stated in the proposal);
 - (b) assign a price to a Condition; and/or
 - (c) request any participant to withdraw any Condition either with or without an adjustment to the prices, rates or sums set out in the proposal.
- 8.3 QLDC reserves the right to require participants to submit additional information to facilitate the evaluation of its proposal.

9 Due diligence

- 9.1 As part of the RFP process, QLDC and/or its advisors may carry out due diligence investigations of any participants that submit proposals.
- 9.2 Each participant agrees to co-operate fully with any due diligence (including providing any information that may be requested).

10 No obligations

- 10.1 No legal or other obligations will arise in relation to the conduct or outcome of this RFP process. For the avoidance of doubt, no process contract will apply to this RFP.
- 10.2 No legal or other obligations will arise in relation to provision of the Services unless and until a formal written contract for the provision of those Services is signed by QLDC and the relevant participant.

- 10.3 QLDC and its agents or advisors will not be liable in contract, tort or in any other way for any direct or indirect damage, loss or cost incurred by any participant or other person in respect of the RFP process, its conduct or outcome.

11 Method of evaluation

- 11.1 The intended method of proposal evaluation is set out in Section C: Schedule to RFP Conditions. QLDC reserves the right to depart from or vary this methodology. The information that proposals should cover is set out in Section D: Proposal Analysis.
- 11.2 Further to the evaluation of submitted material, QLDC reserves the right to interview any or all Participants. Interviews shall not introduce information additional to that submitted in the submission, but are expected to clarify or confirm issues not fully presented in the submission or resulting from the interview. Interviews will not be used to provide additional information to Participants. Any representations made by QLDC at such interview will not be binding unless committed to writing and signed by both parties.

12 Ethics

- 12.1 Participants must complete and submit the Conflict of Interest Declaration set out in Appendix 2 to the RFP Documents.
- 12.2 QLDC reserves the right to exclude any participant from this RFP process if QLDC becomes aware that the participant has:
- (a) any undeclared conflict of interest;
 - (b) made any attempt to influence the outcome of the RFP process by canvassing, lobbying or otherwise seeking the support of any officers, consultants, advisors or elected representatives of QLDC (whether before or after the issue of this RFP);
 - (c) engaged in any practice that gives or is intended to give one or more participants an improper advantage over any other participant; and/or
 - (d) engaged in any practice that is illegal or which QLDC considers to be unfair or unethical (including collusion and secret commission arrangements).
- 12.3 QLDC reserves the right to exclude any participant from this RFP process if QLDC becomes aware that the participant has breached any of the obligations set out in clause 12.

13 Confidentiality

- 13.1 The RFP Documents are not confidential.
- 13.2 Participants must not make any public statement regarding this RFP process without the express prior written consent of QLDC.
- 13.3 QLDC is subject to the Local Government Official Information and Meetings Act 1987. Participants acknowledge that information they provide may be required to be disclosed under that Act.

14 Negotiations

- 14.1 If QLDC contacts a participant to undertake negotiations on the terms of the participant's proposal, this does not constitute an acceptance by QLDC of the participant's proposal, or imply or create any obligations on QLDC to award a contract to that participant.
- 14.2 QLDC may at any time, without being liable to a preferred participant, cease discussions or negotiations with any participant and not award a contract to that party.

Section C: Schedule to RFP Conditions

Clause 2.4 RFP Information Contact Person	Polly Lambert Policy, Standards & Assets Planner +64 3 450 0303 / [REDACTED]
Clauses 2.4 and 4.1 Last date for questions and requests for explanatory notices	3rd December 2018 All communications, including questions, requests for clarification or request for additional information shall be made by email addressed to RFP Information Contact Person. Communications must be clearly labelled with the assigned RFP name and number and marked for the attention of the RFP Information Contact Person. Communications not so addressed may not be actioned.
Clause 5.1 Date and time proposals due	10th December 2018 before 4pm
Clause 5.2 Mode of delivery (NB for the integrity of the tender evaluation to be maintained, the proposal must be split between the Non-Price Attributes and the Price information and be sent to the two separate email addresses as noted)	Non-Price Attributes By email directed to [REDACTED] [REDACTED] Subject Line: QLDC RFP for CCTV Network Maintenance 2019 – 2022 C 19-034c – Non-Price Attributes [insert name of your organisation] Price Information By email directed to [REDACTED] [REDACTED] Subject Line: QLDC RFP for CCTV Network Maintenance 2019 – 2022 C 19-034c – Price Information [insert name of your organisation] Note: Proposals must be emailed. Posted or faxed proposals will not be accepted.
Clause 5.2 Format of proposal	Two documents in Portable Document Format (PDF) containing: 1. Non-Price Attributes a. Name of participant's contact person; b. Telephone number / email address for contact

	person; c. Participant's postal and physical address; d. Signature on behalf of participant; e. Participant's detailed proposal which includes all of the information set out in Section D: Proposal Analysis (excluding Price Information) and the extent to which it can fulfil the requirements of Section E: Scope of Services; f. Conflict of Interest declaration as required by clause 12.1 of Section B: RFP Conditions (Appendix 2) 2. Price Information a. Name of participant's contact person; b. Telephone number / email address for contact person; c. Participant's postal and physical address; d. Signature on behalf of participant; e. Completed schedule of prices
Clause 7.1 Validity Period for proposals	3 calendar months
Clause 11.1 Proposal Evaluation Method	Subject to Section B: RFP Conditions: (a) Proposals will generally be evaluated using the Price Quality Method. (b) Weightings will be applied as follows: Non-price attributes - 70% split as follows; • Relevant Experience and Track Record (20%) • Relevant Qualifications and Skills, including Quality of Response (20%) • Resources (10%) • Methodology, including commercial, and added value (20%) Price 30% TOTAL 100%

Section D: Proposal Analysis

Non-Price Attributes proposals should not exceed 25 A4 pages excluding:

- (a) Title page;
- (b) Staff CVs;
- (c) Health and Safety Plan/s;
- (d) Quality Plan Example;
- (e) Insurance Certificates;
- (f) Conflict of Interest declaration.

Non-Price Attributes

Proposals will be evaluated by reference to the following attributes:

1 Relevant Experience and Track Record

- (a) What is your previous experience relevant to the Scope of Services? Please provide the details of any examples of contractual or required performance criteria and your performance against those criteria.
- (b) How do you demonstrate commitment to service delivery, quality and innovation as evidenced by services provided to current customers, or the services proposed in your Proposal?
- (c) What is your experience in providing services to New Zealand's public sector?
- (d) Do you have proven capability and competence in the identified service areas sought?

2 Relevant Qualifications and Skills

- (a) What is the capability, competence and expertise of your proposed personnel?
- (b) Who are the Key Personnel who would carry out the Services? The Participant should provide information on the relevant qualifications and skills for the Key Personnel and include a CV for each Key Person proposed demonstrating specific experience relevant to the position and differentiating between technical and managerial skills where relevant to the role proposed for the Key Person. By submitting the name(s) and other required information the participant is giving a commitment that they will not alter during the period of the engagement for reasons other than change of employer or discontinuation of the business, unless agreed in writing by QLDC. Information shall include details of where the staff are normally based and their security clearances.

- (c) How do you demonstrate commitment to safety? The Participant should include a copy of any Safe Work Method Statements or Health and Safety Plans applicable to the performance of the Services.
- (d) How do you demonstrate a commitment to quality. The Participant should include a statement on the quality procedures they would and have operated under to ensure the services provided meet their Clients requirements long term, and the quality standards they are certified as meeting. Provision of a Contract Quality Plan used for similar work would be of benefit.
- (e) Do you hold appropriate insurance? The Participant shall effect and maintain insurance in respect of its potential liability for loss or damage in performing the Services. This will include as a minimum:
 - (i) Professional Indemnity Insurance of at least \$500,000.
 - (ii) Public Liability Insurance of at least \$2,000,000.
 Copies of all relevant insurances should be provided.

3 Quality of response

Is the proposal complete? How does it compare to other proposals? Is it robust? Is it easy to follow in terms of being able to find responses to the issues noted in this RFP and does it provide a good understanding of what is being offered?

4 Resources

- (a) Details of the physical and human resources and systems which will be utilised to deliver the services under this contract. This shall include the commitment, availability, location and back-up of these resources. Details shall also be provided of suppliers that are proposed to be used.
- (b) By submitting the name(s) and other required information the participant is giving a commitment that they will not alter during the period of the engagement for reasons other than change of employer or discontinuation of the business, unless agreed in writing by QLDC. Information shall include details of where the staff are normally based and their security clearances.
- (c) List of the personnel, plant and sub-contractors that are proposed for employment on the Contract, complete with hourly rates for each. Rates shall be inclusive of all on-site overheads, off-site overheads and profit. This information will form the basis for valuing unscheduled and provisional items of work.

5 Methodology

Detail how you would carry out key aspects of the work including:

- Routine monitoring and maintenance, including provision of local resources to provide 24 hour/ 7 day per week on call, on site coverage
- How training would be provided to new Police and Council system users

- The reporting systems that would be put in place to keep QLDC fully informed on the status of the CCTV network and potential future enhancements
- Response to urgent callouts including accident damage and vandalism
- Potential future upgrades and potential suggestions for expanding
- How the integration of the three networks could potentially be achieved and what, if any, compatibility issues you see there may be. Examples might also be providing a methodology or understanding of what would be required to bring cameras from other users (ie. Fergburger) or existing systems (ie Arrowtown Cameras and Camp St Buspark Cameras) and displaying and recording in one application
- What you can provide to create a log-in record to monitor the use being made of the CCTV network
- Working with Network Providers to ensure the CCTV network remains in operations and outages are kept to a minimum
- How you would provide a one-stop shop service to minimise the inputs required from the Principal
- How the Maintenance and Operations Manual and Asset Database can be developed and enhanced.
- How security can be provided to prevent unauthorised access or hacking
- Reconfigure system administration of workstation situated in Police Station to ensure adequate function of system. This may include but not be limited to:
 - o Restrict system changes including installation of software and applications
 - o Restrict alteration of camera positions except by authorised individuals

6 Commercial

Do you demonstrate willingness and ability to form a value-added relationship with QLDC, and any third parties, and to develop and manage business, technical and cultural relationships at all contractual levels?

7 Added Value

How will the proposal deliver QLDC with additional benefits and/or value? How will you work collaboratively with Council, Police, other stakeholders and Council's other suppliers to provide a one stop shop to ensure that the CCTV system meets all stakeholder requirements in a consistent manner. How can you reduce the administrative effort required from QLDC to administer the contract? How can you maximise the value obtained from to all stakeholders from the CCTV system?

8 Price

Participants shall provide prices, rates or sums that they would charge for provision of the Services, per completed schedule of prices.

Section E: Scope of Services

1 Scope of Services

The Scope of Services includes (but is not limited to) maintenance of the QLDC CCTV network in the following areas:

- a) Routine Inspections and Monitoring along with Planned Preventative Maintenance
- b) Unplanned Corrective Maintenance
- c) Asset Management Support Services
- d) Upgrade, extension and renewal as agreed.

The following deliverables are sought:

- a) Routine Inspections and Monitoring along with planned preventative maintenance of the network over a 3 year maintenance contract with regular servicing and invoicing. The work consists generally of furnishing all labour, materials, traffic management, appliances, tools, equipment, services, and supervision required to perform inspections, monitoring, preventative maintenance, testing, troubleshooting, repairing or replacing, as necessary
- b) Unplanned corrective maintenance of the network over a 3 year maintenance contract with irregular servicing and repairs. The works consists generally of furnishing all labour, materials, traffic management, appliances, tools, equipment, services and supervision required to perform unplanned corrective maintenance, troubleshooting, repairing or replacing, as necessary
- c) The Contractor will be required to support QLDC in its annual asset management plan (AMP) processes. The work consists generally of providing knowledge and inputs to the QLDC development of its AMPs
- d) In addition, the Contractor will be required, under separate purchase orders, to source and/or install upgrades, or expansions to software, hardware, and/or any other requirement or kit required to meet the QLDC AMP outcomes

All cameras/equipment must follow QLDC design standards and be mounted within an environmental housing suitable for outdoor use and provide a suitable level of robustness against vandalism, third party damage, theft and generally expected local climate and weather conditions.

2 Contract Duration and Transition

The Contract is for an initial period of 3 years from 1 March 2019 to 28 February 2022, with the potential of a 2-year extension to 29 February 2024. This potential extension is subject to QLDC being happy with the Contractor's performance in the first 3 years of the Contract and there being no Council decision to fundamentally alter how it wishes to procure these services in the future.

In reviewing the Contractor's performance the QLDC will consider the following:

- Compliance with the contractual requirements
- CCTV user satisfaction with the level of service provided by the network
- Collaborative efforts by the Contractor to produce the best outcomes within the funds available
- Safety in how the Contractor conducts all operations for both staff involved and the public
- Reporting and record keeping which ensures QLDC have all of the information they need.

At the end of the Contract, the Contractor shall allow to update the Maintenance and Operations Manual and work collaboratively with Council and any new contract to aid a smooth transition. The final monthly payment will not be made until all deliveries have been provided and the Transition has passed smoothly.

3 Background

QLDC owns and manages the CCTV networks in Queenstown, Wanaka and Arrowtown. Currently there are three networks:

1. Crime Prevention Network (existing) - NZ Police monitor the coverage as well as provide guidance on volatile locations /areas for future monitoring. The Queenstown and Wanaka networks are monitored by NZ Police (local stations) as well as 24/7 monitoring from NZ Police - Dunedin Central Command, as is the Arrowtown CCTV network.
2. CBD Infringements (new) – QLDC is in the process of setting up a 2nd CCTV network which QLDC will monitor from an infringement perspective. These new installations are in direct relation to the recent changes in Queenstown CBD parking. A number of existing and new loading zones, bus stops and taxi stands are coming under pressure with the new rules. Where possible there will be crossover with NZ Police to allow them to use the camera views for Crime Prevention.
3. Ad-hoc CCTV installation for staff and community safety – current installations include Council offices, Queenstown Event Centre, Dog Pounds, Public Toilets etc.

The existing Maintenance Contract has been in place for 1 above. This contract seeks to expand the scope of the existing services to include 1, 2 and 3 above, including the maintenance and new installation for these and potentially their integration.

It is expected that the Contractor should be able to provide a one stop shop including: handling maintenance as required on a 24/7 basis with local people available to call on, including all trades required such as electricians; updating and maintaining the asset register; getting property approvals for attaching new CCTV cameras; reporting on issues, incidents and recommendations; and developing a solution to bring both networks together.

The aim of the contract is to;

- provide QLDC and its ratepayers with the level of service (LoS) desired from the CCTV network.

- achieve a contract which fairly shares contractual risks between the Contractor and Council and incentivises the Contractor to deliver the required LoS.
- pay the Contractor a fair price for the work involved.
- having the new Contract in place by February 2019.

It should be noted that while QLDC and the Police work closely together on the CCTV system, the system and the data on it is owned wholly by QLDC. The data currently needs to be stored for 2 months, after which it is erased, unless it is needed for Court. In the future this may require secure off-site storage. The Contractor shall investigate what is available.

4 Network Details, Size, Changes and Adjustments.

There is a range of hardware and software involved in the 3 networks, consistent with the fact that the networks have built up over time and been upgraded and replaced at different times. The main items of hardware are scheduled in Appendix 5, including details of any remaining warranties and maintenance agreements. (Please note that this information is currently being completed, confirmed and updated and a replacement Appendix 5 will be issued to RFP participants no later than 5 working days before the closing date for proposals.)

The final schedule will be the best available information that QLDC currently have. Once the Contractor has carried out the full inventory data review and update, these numbers may need to be updated. The Schedule of Prices has an allowance built in to adjust the regular maintenance charge, if it is found that there is a significant difference between the number of cameras scheduled and the actual numbers in place.

This adjustment mechanism may also be used as changes, which result in a significant change in camera numbers, are made to the overall CCTV networks. These changes may result from potential upgrades and additions. Future upgrades should include the ability to connect third party cameras into the Police system.

Appendix 5 also includes a schedule of proposed network improvements over the 3 year period of the QLDC 2018-2021 Long Term Plan. This will result in additions to the network. It is hoped that much of this Capital work will be carried out under this contract, subject to the Contractor providing proposals which meet QLDC's expectations in terms of capability and value for money.

As part of any new work or alterations to existing camera locations the Contractor shall be responsible for obtaining Property Access Agreements. QLDC will provide the correct forms to be used.

5 Warranties and Maintenance Agreements.

Where hardware is currently covered by another supplier's warranty or maintenance agreement, the Contract shall first call on that supplier to adjust or repair any significant issue that comes up during that period. If they can not respond within the Contractor's response time, the Principal shall be contacted for a directive.

The Contract shall supply a written manufacturer's warranty on all new hardware supplied as part of this Contract, to the satisfaction of the Principal.

6 Other Requirements

Contractors will be expected to work with QLDC, its agents, other Suppliers separately appointed by QLDC and, where relevant, stakeholders in a co-operative and collaborative manner at all times. The Contractor will be required to work directly with QLDC's network providers to resolve outage issues without the need to go through Council, unless it will involve a major extra cost not already covered under the respective suppliers contracts (Over \$1,000). Currently Light Speed provide the QLDC backbone network. The suppliers will be expected to invoice QLDC directly based on the terms of their contracts.

Given the nature of the data being viewed and gathered, as well as the locations housing some of the hardware, the Contractor's staff will require a Police Security Clearance. Details of these must be provided before starting work on this Contract.

At the start of the Contract the Contractor will need to liaise closely with the Police to get the current system set up better.

The Contractor will also need to provide:

- a) Quality assurance for the work undertaken;
- b) Professional development of their resources, and the provision of a mentor for any junior appointments;
- c) Retention of knowledge, records and files for work undertaken;
- d) An open and collaborative approach with a 'best for contract' philosophy combined with a 'no surprise' approach to the contract relationship.
- e) Materials and workmanship which comply with all appropriate Acts, Regulations and the Contract Requirements.

7 Minimum Network Performance Criteria

This Contract is predominantly performance based and seeks to allow the Contractor to schedule and manage their services to achieve a CCTV network that as a minimum;

- Captures, displays and records images that are clear enough to use for the purposes the information is being gathered.
- Achieves an "Up Period" which exceeds 98% of the time. This means that on average each individual camera is working and functioning correctly for more than 98% of the time.
- Has no camera is out of action for more than a period of 72 hours. This 72-hour period includes the time taken to discover the fault and repair the issue. This is on the basis that the issue causing the outage is due to something that the Contract has control over through carrying out regular inspections and proactive maintenance.
- Ensures in the case of damage which presents a physical danger to the public, that this is made safe within 4 hours.
- Complies with all the relevant acts, regulations standards and specifications.

- Is secure against hacking or unauthorised access.

8 Standards Hardware and Services to Comply With

The following section describes the standards and regulations applicable to the work to be carried out under this Contract. The latest copies of standards and their amendments shall apply.

The Contractor is required by law to comply with all current acts, standards, codes and regulations and they shall form part of this contract. For confirmation of relevance or where ambiguity exists between documents, the Contractor shall check with the Principal.

All materials, equipment and workmanship shall comply with the following standards and regulations to the extent that they are applicable:

The Electricity Act 1992

The Electricity (Safety) Regulations 2010

The NZ Electrical Codes of Practice

Health and Safety at Work Act 2015 (HSWA)

NZEC 34: New Zealand Electrical Code of Practice for Electrical Safe Distances

AS/NZS 1158 (Set): Lighting for roads and public spaces

AS/NZS 3000: Electrical installations (known as the Australian/New Zealand Wiring Rules)

AS 60529: Degrees of protection provided by enclosures (IP Code)

AS 1939: Classification of degrees of protection provided by enclosures of electrical equipment

AS 3548: Electromagnetic interference, limits and methods of measurement of information technology equipment

AS 4806.1: CCTV Part 1 -Management and Operation

AS 4806.2: CCTV Part 2 -Application Guidelines

AS 4806.3: CCTV Part 3 -PAL signal timings and levels

AS 4806.4: CCTV Part 4 -Remote video monitoring code of practice

AS 4552: Electromagnetic compatibility

AS/ACIF S009: Installation requirements for customer cabling (Wiring rules)

AS/NZS 2053: Conduits and fittings for electrical installations -All parts and amendments

IEC 62262, Ed. 1.0: Degrees of protection provided by enclosures for electrical equipment against external mechanical impacts (IK code)

QLDC CCTV Policy - A policy covering the installation and operation of the CCTV networks. This is to be developed and it is expected that the Contractor will have input into the development of this.

NZTA ITS-07-01: ITS Specification for CCTV Civil and Structural Works

NZTA CoPTTM: Code of practice for temporary traffic management

University of Tasmania: CCTV Specification Guidelines

As a minimum all new cameras shall achieve on an on-going basis the Detail Resolution noted in Section 4.4 of the University of Tasmania document and shall generally comply with the other applicable sections of this document.

New cameras shall be compatible with the existing system set up and have the capacity to be part of a future integrated system. The system shall be secure as noted in the Minimum Network performance Criteria.

Only cameras with proven reliability and limited maintenance requirements shall be used.

Cameras must stay in colour in low light conditions rather than switch to infra-red as the Police can not use infra-red for facial recognition.

9 Integration of Three CCTV Networks.

Currently QLDC are looking at integrating the 3 networks in the 2020/2021 financial year. The integration will seek to bring the networks together in such a way that the data captured can be used by both QLDC and Police remotely for a range of purposes. Initially a proposal will be sought from the CCTV Maintenance Contractor to enhance the current system to enable this to happen.

QLDC reserves the right to approach other contractors to provide proposals as well to ensure it gets a system which will benefit all stakeholders long term and provide value for money.

10 Health and Safety Requirements Including Traffic Management.

The Principal regards site safety as an integral part of the Contract Works. The Principal has obligations under Health and Safety at Work Legislation to ensure the safety of the public, council employees, contractors and their employees and all others associated with the Contract Works. As part of this obligation the Principal requires contractors working on Council assets to produce and adhere to a site safety plan.

Specific details to be included (but not limited to) in the site safety plan are:

- Safety of the public;
- How the requirements of Health and Safety at Work Act 2015 will be met;
- Details of protective clothing to be provided to those undertaking the Contract Works;
- Warning signs, cones and other devices; and
- Marking and parking of plant and machinery.

The Contractor shall comply with any reasonable requirements of the Principal in relation to the Contractor's performance of the Contract Works. This includes the provision of information relating to the Contractor's health and safety system or the Contractor's operations generally, including, but not limited to the following:

- Training and other records;
- Methods of selection and induction of employees and subcontractors;

- Hazard identification and management;
- Operational procedures;
- Management of subcontractors;
- Staff participation in the HSMP;
- Compliance with legal obligations and codes of practice or guidelines issued by regulatory authorities;
- Incident investigation and reporting by the Contractor and subcontractors; and
- Cooperation with any inspection, audit or review of the Contractor's involvement in any aspect of the contract works by the principal or a nominated representative.

10.1 Traffic Management Plan

The Contractor shall develop, implement and manage temporary traffic management plans (TTMP). The TTMP shall be incorporated into the CQP and cover all work activities required under the Contract. The Contractor shall be responsible for the supply, erection and maintenance of all necessary barricades, lights, warning notices, traffic control signs etc. as required under the New Zealand Transport Agency (NZTA) Code of Practice for Temporary Traffic Management (CoPTTM).

The Contractor shall prior to any Contract Works affecting the use of roads and footpaths:

- Prepare, implement and manage the approved TTMP;
- Submit the TTMP to the Road Controlling Authority (RCA) and Principal for approval.

Nothing in the TTMP shall take precedence over requirements of the Contract.

Should the Contractor fail to comply with the provisions of approved TTMP the Principal will instruct the Contractor to cease the operation until such time as the work site complies. Any costs associated with any non-compliance shall be borne by the Contractor.

The Principal may inspect and audit any aspect of the Contractor's operation relevant to traffic and pedestrian safety.

The TTMP shall cater for the safety of all persons within the work activity area including workers, Council staff, pedestrians, cyclists, drivers and any other member of public.

The importance that Council places upon temporary traffic management will be reflected in any performance evaluation.

11 REPORTING

11.1 General

All reports and claims are to be submitted by e-mail.

Failure to provide reports to the specified format and within the identified time will be reflected in the performance assessment. Monthly claim payments will be made to the Contractor based on the information provided through the reporting process. Failure to provide the monthly report will also mean that the item for this report will not be paid that month. The Contractor shall allow a minimum of \$200/month for reporting in the price schedule, which reflects the importance placed on this by QLDC.

All information is to be maintained on a computer database by the Contractor.

The assignment and execution of all maintenance activities is dependent upon effective liaison between Principal and Contractor personnel.

From time to time it will be necessary for the Contractor's management personnel to liaise and assist the Principal's management personnel with inspection of the network and development of strategic forward plans.

The Contractor shall make appropriate staff available at the written request of the Principal for these activities.

11.2 Types of Reports

Scheduled reports include:

- Monthly reports
- End of Contract report (including full delivery of updated database record).

Unscheduled reports include:

- Incident reports. Accident and vandalism damage and repairs shall be reported by email within 2 days of notification.
- Proposals for additional work outside the Lump Sum scope of this Contract

11.3 Scheduled Monthly Reports

Monthly reports must:

- Cover one calendar month
- Detail the percentage of time that the network was fully up and running
- Provide details and lengths of individual outages
- Provide capacity reporting from the Network Provider
- Provide a log-in record of how often the network is used and by who. (This may still need to be developed)
- Be forwarded to the Principal within five working days of the end of the month
- Be stored on a computer database
- Report all activities carried out during the month
- Provide details of call outs relating to accident damage or vandalism

- Cover Health and Safety including any non-compliance with the Health and Safety Plan during the month, injuries and near misses
- Contain a brief narrative of significant issues or events and recommend additional work
- Contain statistical information regarding requests for service, complaints, response times, call outs and test results
- Contain a summary of issues that require resolution including details of any failures of hardware and software
- Include 'as built' records of significant changes to the asset completed during the month in question
- A status summary of any Capex work underway
- Contain the payment claim indicating the level of performance achieved during the month and a schedule of any works claimed as additional
- Provide a programme of work proposed to be completed in the following 3 months on a rolling ongoing basis.
- Reasons for any performance criteria not achieved.

11.4 Scheduled End of Contract Report

The End of Contract report must:

- Include an overall assessment of the inspection and maintenance activities
- Provide a full inventory and operations and manual update (see requirements below under Asset Management)
- Include a summary of issues that require resolution
- Include a summary of statistical data collected during the contract period
- Be forwarded to the Principal within 15 working days of the end of the Contract
- Include general comments regarding the Contract's activities

11.5 Proposals for Additional Work

Proposals for additional work must include:

- The location of the work based on the reliable location parameters
- A programme and description of the work required
- An estimate of all costs to complete the work
- Reasons why the work is necessary and the benefits it will provide

- Any implications resulting from the deferral of the work or not carrying out the work

11.6 Quarterly Stakeholder Meetings

The Contractor shall allow up to two hours per quarter for attendance at stakeholder and one on one meetings.

The following matters may be specifically addressed, however other agenda items can be added following mutual agreement between all parties:

- Network use and performance issues
- Confirm cameras are meeting users needs, including pointing in the right direction
- Discuss potential to move camera positions if a crime problem emerges or changes
- Reasons for any outages and lessons learned
- Potential upgrade or enhancement suggestions
- Programme of work, current and months ahead
- Progress in relation to programming and requirements
- Resources
- Methodology and quality of performance
- Review of database updates (asset register, inventory and maintenance records)
- Any other matters e.g. vehicle incidents causing damage, reports of vandalism, overgrown vegetation, etc

The meeting times and dates will be set by QLDC at a mutually convenient time to suit as many parties as possible.

QLDC shall be responsible for the recording of minutes from these meetings and shall provide a copy to the Contractor.

12 ASSET MANAGEMENT AND MAINTENANCE RECORDS

12.1 General Records

The Principal will make available to the Contractor all relevant Council records relating to the existing CCTV networks. Most of this data is held in Council's GIS database.

The Contractor is required to have trained staff capable of establishing, using and maintaining a database system which includes information and fields of:

- Routine inspection and maintenance records

- Specified inspection and maintenance records
- Emergency service and call out records
- Additional work records
- A description of the asset and asset location based on its position
- The cost of the work carried out
- The date the work was carried out

The database shall be in a format which complies with QLDC's requirements, which allow for Council to upload the data to the GIS system. QLDC will provide details of this format.

All information and records relating to this Contract will remain the property of the Principal.

12.2 Asset Management

QLDC is developing its asset management practices and the Contractor is expected to work collaboratively with Council in this remit. Asset data shall be accurate, complete and updated in a timely manner following each verification.

The Contractor is expected to undertake the following:

1. Maintain existing asset data and build onto it to provide a comprehensive database of CCTV assets. From the commencement date of the contract, the Contractor will update, verify / validate the asset data held and update if necessary. Any changes made to the asset should be reflected in the database.
2. Within the first 18 months of the contract, the Contractor shall develop a comprehensive Maintenance and Operations Manual which spells out what and where the assets are, how they were set up, their condition and expected remaining useful life, what maintenance they require, actions required to get and maintain the best performance from them and how to operate all aspects of the network. This shall be comprehensive enough that if for any reason the Contractor was no longer able to provide this service, another contractor could pick up the manual and operate the system from Day 1. Passwords and Codes shall be passed on securely to the Principal along with contact details of hardware and software suppliers (including warrantee details) and network operators (including supply agreements) along with access and property owner details. Once completed the Manual shall be updated annually, but the asset database shall be constantly updated as assets change.
3. Input new assets following Capital and upgrade Works or the addition of new cameras to the QLDC managed network. Contractor shall enter data within 3 weeks of receipt and validate in a timely and efficient manner.
4. Provide technical and CCTV specific input to QLDC asset management; potentially including but not limited to Asset Management Plans, asset valuation, QLDC CCTV Strategy, and renewal programmes.

All asset data updated, verified / validated and held by the Contractor within and outside of the database developed during the contract term is the Queenstown Lakes District Council's Intellectual Property and will be available to Council at all times.

12.3 Drawings

The Contractor will provide to the Principal sufficient details of any change, amendment or enhancement to the network component or item to enable the updating of the Principal's records.

One copy of any existing relevant Council drawings will be provided to the Contractor upon request.

13 COMMUNICATIONS AND REQUESTS FOR SERVICE

Council operates a Request for Service (RFS) System that receives and logs all service requests in a computer database. The status of the service request is updated by the Contractor or Principal when action is undertaken, or information is provided.

All public enquiries and complaints relating to the CCTV network will be forwarded direct to the CCTV Maintenance Contractor to resolve, and record the outcome onto the Council RFS database.

The Council forwards all service requests by fax or email.

Instructions are communicated on an RFS Form which is also used by the Principal to request work which has been identified by the Council Staff.

The Police Staff may also contact the Contractor direct if there is an issue they have concerns with.

13.1 Register of Service Requests, Call Outs and Emergency Work

The Contractor is required to establish registers, which are to include:

- Date and time
- Type of request, call out or emergency
- Contact details of the person providing information
- Location
- Description of the incident
- Action taken or work carried out
- Identification of assets involved

14 RESPONSIBILITIES

The following table outlines but does not limit the responsibility for the various components of the CCTV network. Where the contractor has responsibility as outlined in the table, all costs shall be included in the tender.

Item	Council	Police	Contractor
Determine Camera Locations and target	Finalise and approve locations	Recommended and prioritised by Police	Review locations and propose alternatives where difficulties are apparent. Recommend final lens solution to provide best image of target in liaison with Police

Item	Council	Police	Contractor
Power Supplies	Provide electricity to demarcation point (end of 6m cable) to electricity Link Box via unmetered supply Responsible for ongoing energy costs based on fixed consumption	Responsible for energy supply for equipment housed at police station	
	Approval of works associated with power supplies and provision of road opening notices where required		Connection of equipment to power supply provided by Council. Completion of applications for new electrical connections (ICP)
Network			Recommendation of radio frequency including licensing
Communication charges	All communication charges, licence fees etc.		
Hardware	Access to existing Council owned light poles and buildings for installation		All hardware associated with camera, cabinetry, power supplies, standalone poles, mounting, heating ventilation etc.
Server and monitor(s) location		Provision of space in watch-house for location of server, PC and monitoring screens	Installation of server, personal computer (if required) and monitors, ASDL phone line.
Data Storage Charges	All data storage, access and maintenance charges commissioning.		
Training			Records of staff training, trade certifications and alike
Reporting			Monthly reporting on performance of system, maintenance and operating costs
Maintenance			Offer of service for 3-year maintenance contract - refer to specifics in Appendix 4
Asset Registers	Maintenance and		Three monthly reporting

Item	Council	Police	Contractor
	upload of asset data to GIS system for recording and mapping		on asset capture data to include geographical location of assets along with any associated attributes
Cleaning Services			Offer of services for 3year maintenance contract – refer to specifics in Appendix 4
Approval of remedial work	Approve and raise purchase orders	Recommend ad-hoc remedial requirements i.e. tree pruning on blind spots	Request approval to proceed (purchase order) from Council contact before commencement of work for remedial requirements which fall outside the Contractor's Lump Sum liabilities.

Appendix 1: Proposal Acknowledgment Form

[This form is to be placed on your letterhead, signed by an authorised officer and returned by email. A digital signature is acceptable. The email should be sent to RFP Information Contact Person with the following subject line: "QLDC RFP for CCTV Network Maintenance 2019 – 2022 RFP No C-19-034c – [insert name of your organisation]".]

Full Legal Name:			
Trading Name			
Legal Status e.g. Limited Liability Company:			
GST Number:			
Business Industry Code (BIC):			
Primary Contact Person:			
Phone:		Mobile:	
Fax:		Email:	
Postal:			

The above entity acknowledges receipt of the RFP and wishes any further RFP Documents or information released by QLDC to be sent to the above Primary Contact Person by email:

Dated:

Signed by:

Appendix 2: Conflict of Interest Declaration

Request for Proposal: CCTV Network Maintenance 2019 - 2022
RFP Number: RFP No. C-19-034c

Please fill out the below Questionnaire

Definition of Conflict of Interest:

A conflict of interest is a situation in which a participant could gain (or be seen to gain) an unfair advantage through an association with an individual or organisation. Associations include financial, personal, professional, family-related or community-related relationships.

- An **actual** conflict of interest is where there already is a conflict.
- A **potential** conflict of interest is where the conflict is about to happen or could happen.
- A **perceived** conflict of interest is where other people might reasonably think there is a conflict.

Questionnaire:

	QUESTION	RESPONSE
1	Does any person in your organisation have a close friend or relative who is (or could be) involved in any evaluation or decision-making relating to this procurement process?	[yes] / [no] / [potentially]
2	Has any person in your organisation recently offered any special discounts, gifts, trips, hospitality, rewards or favours to any person involved in any evaluation or decision-making relating to this procurement process? <i>(e.g. free travel, free samples for personal use)</i>	[yes] / [no] / [potentially]
3	Does any person involved in any evaluation or decision-making relating to this procurement process have a financial interest in your organisation? <i>(e.g. the person is an employee of, or a shareholder in, your organisation)</i>	[yes] / [no] / [potentially]
4	Are you aware of anything that might give the appearance that any person involved in the evaluation stage or decision-making stage of this procurement process is biased towards or against your organisation? <i>(e.g. the person has used your organisation's corporate box)</i>	[yes] / [no] / [potentially]
5	Is there anything else that we should know?	[yes] / [no] / [potentially]

If you answered "yes" or "potentially" to any of the questions above, please set out the details of the situation below.

Declaration: I declare that the information provided in this document is true, complete and accurate to the best of my knowledge and on behalf of the participant identified below, agree to notify QLDC as soon as possible of any conflicts of interest that arise (or could arise) in the future.

Date	
Name of Organisation	
Signature of authorised signatory	
Name and title of authorised signatory	

Appendix 3: Draft Terms of Contract



Contracting Services Agreement

Queenstown Lakes District QLDC

And

«Insert Name»

Queenstown Lakes District Council
Private Bag 50072, Queenstown 9348
10 Gorge Road, Queenstown
Tel: +64 3 441 0499

Introduction

- A. The Queenstown Lakes District Council (QLDC) desires to enter into this Agreement with the Contractor for the purpose of the Contractor providing the services described in this Agreement to QLDC.
- B. In reliance on the Contractor's representations, QLDC engages the Contractor to provide the Services on the terms of this Agreement.

Agreement

1. Appointment

- 1.1. On and subject to the terms of this Agreement, QLDC appoints the Contractor named in Schedule 2 (Contractor), and the Contractor agrees to provide the Services described in this Agreement (and any Purchase Order) to QLDC from the effective date of this Agreement.

2. Acknowledgements

- 2.1. By accepting its appointment under clause 1.1 the Contractor acknowledges that it has not relied on any representation made, or information provided to it, by QLDC that has not been independently verified by the Contractor. The Contractor shall make itself aware of any special requirements when supplying services specified.
- 2.2. The Contractor confirms it has no conflict of interest in delivering the services. If any actual or potential conflict of interest arises, during the course of delivering the Services, the Contractor shall immediately inform the QLDC in writing and the QLDC will decide on the appropriate steps to be followed in such an event. QLDC reserves the right to terminate the Agreement with immediate effect.
- 2.3. The Contractor confirms that to the best of its knowledge it has disclosed to QLDC all incidents where the Contractor, or its personnel, has been the subject of any legal or disciplinary proceedings in the last 3 years in respect of which the maximum penalty is more than 12 months imprisonment.

3. Precedence

- 3.1. If there is any conflict or inconsistency between any of the documents which form part of this Agreement the order of precedence is:
 - i) any change or variation to this Agreement agreed between the parties pursuant to clause 7;
 - ii) the Base Agreement;
 - iii) Schedule 2;
 - iv) any Purchase Order;
 - v) Schedule 1; and
 - vi) any Letter(s) of Engagement from the Contractor
- 3.2. If there is any conflict or inconsistency between information contained within the documents having the same level of precedence, the information contained in later documents will prevail over information contained in earlier documents.

4. Term Of Agreement

- 4.1. The term of this Agreement shall begin on the Commencement Date as set forth in Schedule 2 and shall expire on the Expiry Date as set forth Schedule 2. The parties will review the performance of the Services prior to the Expiry Date and further Service options if any will be discussed at that time.

5. Contractor's Responsibilities

- 5.1. A description of the services to be provided by the Contractor is included in the proposal at Schedule 1 (Services).
- 5.2. The Contractor will provide and maintain sufficient resources (including human resources, equipment, telecommunications connectivity, premises and other facilities) to enable it to perform its obligations on time and otherwise in accordance with this Agreement.
- 5.3. The Contractor must provide the Services to QLDC's satisfaction specifically to a standard that reaches or exceeds agreed service levels. In addition, the Contractor must:
 - i) comply with any and all reasonable instructions or directions that may be provided by QLDC from time to time;
 - ii) provide the Services diligently, efficiently, effectively and to the high professional standard that would reasonably be expected from a prudent, expert and experienced provider of the Services;
 - iii) ensure that all documentation and verbal advice provided to QLDC is fit for purpose;
 - iv) comply with all relevant New Zealand Standards, legislation, QLDC policies and by-laws, professional and legal requirements applicable in respect of the supply of the Services;
 - v) not do anything that may directly or indirectly impair (or be likely to impair) the good name and reputation of QLDC or its business.

6. Timely performance

- 6.1. The Contractor will ensure that the Services to be performed pursuant to this Agreement are provided on or before the date/time specified for performance (if any), and if no date/time is specified, within a reasonable time. The time of supply is an essential element of these terms and conditions.
- 6.2. The Contractor shall notify QLDC in writing immediately if the Contractor becomes aware there may be a delay in the supply of the Services. QLDC may, without prejudice to any other right or remedy, terminate the Agreement, suspend payment until the Contractor remedies the relevant delay or change its specification (without incurring additional charges).

7. Variations

- 7.1. QLDC may, by written notice to the Contractor, order a variation to the Services. The Contractor must not commence work on the variation to the Services until the details as to price, delivery and performance of the variation is agreed between the parties. Such agreement is to be in writing.

8. Contractor's Compensation

- 8.1. As full and complete compensation for the services performed pursuant to this Agreement, QLDC will pay the Contractor at the rates noted in Schedule 2 and Appendix 6.
- 8.2. All prices are exclusive of GST. The price/s specified in Schedule 2 and Appendix 6 are fixed unless there is a written agreement that the price/s may be varied, when it/they may be varied and how the price is to be determined. The Contractor is not entitled to claim expenses, surcharges, margins or disbursements unless otherwise agreed in advance. Any such agreement shall be in writing.
- 8.3. All estimates and quotes (including scope of works where required) will be provided at no cost to QLDC.
- 8.4. If during the course of providing the Services the Contractor becomes aware that the total charges (excluding GST) are likely to exceed the estimate, the Contractor must give written notice to QLDC including a revised estimate. The notice must be given as soon as the Contractor becomes so aware, but no later than the time the costs accrued or incurred reach 80% of the estimate. QLDC is not liable to pay the Contractor any amount exceeding the estimate unless QLDC has approved a revised estimate in writing prior to the amount being incurred.

9. Payment

- 9.1. The Contractor will submit one itemised invoice to QLDC at the end of each month for all Services performed during that period. The invoice shall specify the scheduled items claimed, including details of any additional work claimed.
- 9.2. Invoices meeting the above requirements will be payable on or before the 20th day of the month following the month in which the invoice was received. QLDC will have no obligation to pay any charges which are invoiced more than 90 days after the date that the amount was required to be invoiced. If QLDC disputes an invoice it may withhold the disputed sum until the dispute is resolved.

10. Invoice disputes

- 10.1. If QLDC disputes an invoice:
 - i) it may withhold the disputed sum until the dispute is resolved;
 - ii) the dispute will be resolved in accordance with clause 11; and
 - iii) it will pay the undisputed portion in accordance with clause 9.
- 10.2. The Contractor will not be excused from performing its obligations under this Agreement while an invoice is disputed by QLDC.

11. Dispute Resolution

- 11.1. The parties shall use best efforts to resolve any dispute through good faith negotiations and informal dispute resolution techniques. If the dispute cannot be resolved either Party may, by written notice to the other, refer the dispute to mediation, to be conducted by a single mediator in accordance with the terms of the LEADR New Zealand Inc. Standard Mediation Agreement.
- 11.2. The above does not preclude the Contractor or the QLDC from taking immediate steps to seek urgent relief before a New Zealand Court.

12. Confidentiality

- 12.1. The Contractor will treat as confidential and not disclose to any third party nor use for its own benefit any Confidential Information of QLDC they become aware of in the course of providing the Services. The Contractor shall not make any public disclosures.

13. Intellectual Property

- 13.1. The Contractor acknowledges that QLDC has, and continues to have, sole and exclusive ownership of all Intellectual Property rights in all of QLDC information and all other materials existing at the date first applied by QLDC for the purposes of this Agreement, together with all adaptations and modifications of such materials.
- 13.2. All Intellectual Property created or developed by the Contractor or its employees or subcontractors in performing the Services and developing any documentation will be owned by QLDC from the date the Intellectual Property is created or developed.
- 13.3. To the extent that QLDC needs to use any Intellectual Property of the Contractor to receive the full benefit of the Services, the Contractor grants to QLDC a royalty-free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt and modify during the term any Intellectual Property provided to the QLDC by or on behalf of the Contractor.
- 13.4. The Contractor warrants and represents to QLDC that its use and QLDC use of the Intellectual Property will not and does not infringe the Intellectual Property rights of any third party.

14. Indemnity, Liability, and Remedies

- 14.1. The Contractor will indemnify QLDC in respect of all costs (including legal costs) claims, liabilities, losses, damage and expenses suffered or incurred by QLDC and any other person claiming through QLDC as a direct or indirect consequence of any unlawful, negligent, tortious, criminal, reckless or dishonest errors

acts or omissions of the Contractor in the performance of its obligations under these terms and conditions. This indemnity survives the termination of these terms and conditions.

- 14.2. The Contractor shall not be entitled to anticipatory profits or to special (including multiple or punitive), incidental or consequential damages or losses.
- 14.3. QLDC is not liable to the Contractor for any indirect or consequential loss, including loss of revenue, profits, anticipated profits or opportunity, arising out of or in connection with any breach of this Agreement or otherwise.

15. Health and Safety Requirements

- 15.1. The Contractor, on behalf of the Principal (QLDC), will be responsible for compliance with all relevant sections of the Health and Safety at Work Act 2015 (and subsequent amendments) and all approved Codes of Practice under the Act, for all persons involved in the contract and at the work site.
- 15.2. The Contractor agrees to deliver services while implementing the highest standards of health and safety, in particular:
 - (a) Demonstrate an active and consultative commitment to all areas of Health and Safety Management in the workplace.
 - (b) Demonstrate a systematic approach to Health and Safety by planning objectives, reviewing work processes and evaluating outcomes.
 - (c) Systematically identify, assesses and manage workplace hazards and risks.
 - (d) Provide appropriate health and safety related information, training and supervision to ensure work is done competently and safely.
 - (e) Maintain systematic process for accident/incident/near-miss reporting, recording and investigation.
 - (f) Collaborate with employees in health and safety management processes.
 - (g) Maintain systems for identifying and managing potential emergencies.
 - (h) Provides adequate management of sub-contractors health and safety.
- 15.3. Without limiting the generality of anything else in the Contract, the Contractor is responsible for all health and safety matters in relation to the Contract Works and any other works or services carried out by any other Person on any part of the Site under the care or control of the Contractor for the period from the date the Contractor is first granted exclusive occupancy of the applicable part of the Site until the Date of Expiry, in accordance with the relevant legislative requirements.
- 15.4. The Contractor must comply with and must ensure that all Subcontractors and its and their employees and agents, as well as any other Person and their employees and agents carrying out any works or services on any part of the Site under the care or control of the Contractor, comply with their obligations under the HSE Legislation and any subsequent health and/or safety legislation (including the Health and Safety Reform bill in its enacted form) and all regulations, approved codes of practice and with the Principal's occupational health and safety system.
- 15.5. The Contractor acknowledges to the Principal that as between the Principal and the Contractor, the Contractor is the person managing and in control of the Site and accordingly has the responsibility for the health and safety of all persons in and about the Site involved in or in any way affected by the execution of the Contract Works or any works or services carried out by any other Person on any part of the Site under the care or control of the Contractor.
- 15.6. The Contractor will take primary responsibility to ensure that all necessary induction of all persons on the Site in terms of the HSE Legislation, its rules, obligations and codes, and that the occupational health and safety systems of the Principal and the Contractor, are carried out and observed by the Contractor. The Contractor will also take primary responsibility to ensure that all necessary supervision of all persons on any part of the Site under the management, care or control of the Contractor in terms

of the HSE Legislation, and the occupational health and safety systems of the Principal and the Contractor, is carried out by the Contractor.

- 15.7. The Contractor will implement and carry out an audit and inspection regime as required by the Principal and/or any Act or Regulation to ensure compliance by all Persons involved with the Contract Works on the Site or other works or services carried out by any other Person on any part of the Site under the management, care or control of the Contractor with the HSE Legislation, its regulations, obligations and codes, and the occupational health and safety systems of the Principal and the Contractor.
- 15.8. The Contractor has allowed in the Contract Price and in its programme for the requirements of the Contract in relation to health and safety.
- 15.9. The Contractor warrants to the Principal that the Contractor will take all practicable steps and do everything reasonably practicable, to ensure that no act or omission of it, any Subcontractor, any of its and their employees and agents, as well as of any other Person and any of their employees and agents carrying out any work on any part of the Site under the care or control of the Contractor, does or is likely to give rise to the issue of an improvement or prohibition notice, enforcement proceedings or a prosecution under the HSE Legislation against the Principal, the Contractor, a Subcontractor and/or any other Person.
- 15.10. The Principal may, at any time during performance of the Contract Works, conduct a compliance audit with respect to the Contractor's compliance with its health and safety obligations under the Contract. The Contractor must immediately comply with all requests and requirements of the Principal in relation to or in connection with any such audit at no cost to the Principal. In addition, if the Principal is of the opinion that the Contractor has failed to comply with any part of this Health and Safety Section, the Principal may advise the Contractor and instruct the Contractor to cease or not commence the Contract Works or part of the Contract Works until the Contractor complies at no cost to the Principal. Any such instruction will not constitute a Variation.

16. Health and Safety Performance Monitoring:

- 16.1. Health and Safety performance shall be measured, documented and communicated by the Contractor to QLDC at an agreed frequency (but monthly unless otherwise stated) throughout the duration of the contract.
- 16.2. Standards for performance shall be based on compliance with the Health and Safety at Work Act 2015, ACC Workplace Safety Management Practices and the contract approved safety plan.
- 16.3. A documented Health and Safety audit or inspection may be carried out by the QLDC Contract Manager at the start of the contract, during the contract and/or post contract to ensure compliance with performance standards. Feedback from any such audit shall be provided to the Contractor.
- 16.4. Indications of unsatisfactory Health and Safety performance may require the Contractor to cease work and/or immediately adopt or implement any reasonably practicable corrective actions described by the Principal.
- 16.5. Contractor Health and Safety performance may influence QLDC's decision whether or not to continue with, or engage that Contractor in the future.

17. Subcontracting and Assignment

- 17.1. The Contractor will not subcontract the performance of the Services except with the prior written consent of QLDC. The Contractor is solely responsible for the selection of each subcontractor and must ensure that each subcontractor is creditworthy, qualified and has the relevant experience to perform the work it is required to carry out for the Contractor.
- 17.2. The Contractor must not assign, novate, transfer or otherwise dispose of the whole or any part of its rights and obligations under this Agreement without QLDC's prior written consent.

18. Termination

- 18.1. QLDC may terminate this Agreement for convenience by giving the Contractor at least 1 months prior written notice.
- 18.2. QLDC may also terminate this Agreement by notice to the Contractor, with immediate effect on the date of termination specified in that notice, if the Contractor:
- i) becomes subject to an event of Insolvency;
 - ii) is unable to, or fails to, remedy a conflict of interest;
 - iii) assigns this Agreement or any of its benefits without written approval from QLDC;
 - iv) commits a material breach of this Agreement; or
 - v) commits an unlawful act.
- 18.3. QLDC will make payment to the Contractor for Services supplied completed to its satisfaction on or before the date of expiry or termination.
- 18.4. Termination or expiry will not affect any rights and remedies available to either party which have accrued up to and including the date of termination or expiry.
- 18.5. After expiry or termination of this Agreement for any reason, each party will, within five Business Days of receiving notice from the other party, return all property or Confidential Information belonging to the other (or destroy such Confidential Information, if requested) except if such property or Confidential Information is required to be retained by any Law.

19. Insurance

- 19.1. During the term of the Agreement and for a period of two years following the effective date of expiry or termination of this Agreement, the Contractor will, at its own expense, ensure that it maintains adequate insurance in respect of its potential liability for loss or damage under this Agreement, but as a minimum the Contractor must hold professional indemnity insurance of at least \$500,000. The Contractor will, at QLDC's request, promptly provide satisfactory evidence that it has complied with its obligations in this clause 19.

20. Relationship of the parties

- 20.1. Nothing expressed or implied in this Agreement will be deemed to constitute either party as the partner, agent, or joint venturer of the other party. If the Contractor comprises more than one legal entity, each entity's liability to QLDC is joint and several.

21. Costs

- 21.1. A party who has an obligation to do anything under this Agreement will perform that obligation at its own cost, unless a term of this Agreement expressly provides otherwise.

22. Notices

- 22.1. Any notice required or permitted to be given hereunder shall be in writing and sent by express mail or email to the addresses or email address set forth in Schedule 2 of this agreement or to such other address as either of the parties may from time to time identify in writing to the other.

23. Severability

- 23.1. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable it will be severed from this Agreement without affecting the legality, validity or enforceability of the remaining provisions.

24. Waiver

- 24.1. Neither party will be deemed to have waived any right under this Agreement unless the waiver is in writing and signed by the parties. Any failure or delay by a party to exercise any right or power under this Agreement will not operate as a waiver of that right or power. Any waiver by a party of any breach, or

failure to exercise any right, under this Agreement will not constitute a waiver of any subsequent breach or continuing right.

25. Counterparts

- 25.1. This Agreement may be signed in two counterparts, each of which will be deemed an original, but both of which together are to constitute a single instrument.

26. Governing Law

- 26.1. These terms and conditions are governed by the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the Courts of New Zealand.

Execution

SIGNED for and on behalf of **Queenstown Lakes District Council** by its duly authorised representative in the presence of:

Signature of authorised representative

Signature of witness

Name of authorised representative
(please print)

Name of witness
(please print)

SIGNED by the **Contractor** in the presence of:

Signature

Signature of witness

Name

Name of witness
(please print)

Position

Schedule 1
Scope of Services

<<Attach Contractor's Proposal>>

Schedule 1

Agreement Details

Commencement Date:	1 March 2019
Expiry Date:	28 February 2022 (unless extended by 2 years)
Council Representative:	[REDACTED]
Council Representative Ph:	03 450 0303 or [REDACTED]
Council Representative Email:	[REDACTED]
Council Address for Notices:	Queenstown Lakes District Council Private Bag 50072 Queenstown 9348 Attention: [REDACTED]
Contractor Name:	Cougar Group Ltd
Contractor's Representative	[REDACTED]
Contractor's Representative Ph:	0800 2262851 or [REDACTED]
Contractor's Representative Email:	[REDACTED]
Contractor's Address for Notices:	PO Box 6 Queenstown 9300
Contractor's Rate:	As detailed in Contractor's completed schedule of prices in Appendix 3 (attached)
Variations to Schedule 2.	1. N/A

18. Check the CCTV system is fully operational to the customers' requirements
19. Carry out any adjustments as necessary
20. Check wireless device operation and fixings
21. Power down all electronic devices in system and restart
22. Vacuum clean devices in head-end cabinet ensuring fan vents free from obstruction
23. Manage trees and vegetation to prevent it unnecessarily obstructing the cameras in consultation with QLDC Arborist.

Appendix 5: Current Asset Registers and Potential Changes

Appendix 5 A Current Asset Registers

This Appendix is currently under development and will be provided prior to tenders closing. The following is the information from the 2015 contract to provide an indication but it should be noted that a number of these cameras have since been updated and there are a significant number of double ups within this data. Along side this document a spreadsheet of the camera data currently in the QLDC GIS has been provided. This data is more up to date but is missing some detail as well as the server information. Once this is consolidated it will be provided in a similar format to the table below.

Wanaka

Cameras						
Camera Number	Location	Serial Number	Unit Type	Date installed	Latitude	Longitude
N/A	Watch House - Police Station	N/A	BRS - Server	19/12/2011	N/A	N/A
1	HQ Bar	044000010412000043	FlexiDome NDN-498-P	19/12/2011	44°41'43.68"S	169° 8'1.04"E
3	Opium	044000010927000096	FlexiDome NDN-498-P	19/12/2011	44°41'38.24"S	169° 8'14.55"E
2	Doughbin - 1	044000010927000102	FlexiDome NDN-498-P	19/12/2011	44°41'41.64"S	169° 8'4.41"E
5	Post Office Lane	044000010908000163	FlexiDome NDN-921-P	25/09/2012	44°41'38.93"S	169° 8'20.41"E
4	Doughbin - 2	044000010907000077	FlexiDome NDN-921-P	25/09/2012	44°41'41.64"S	169° 8'4.41"E
6	Fitzpatricks	044000010907000100	FlexiDome NDN-921-P	25/09/2012	44°41'47.74"S	169° 8'11.99"E
7	X Base	044000010913000141	FlexiDome NDN-921-P	25/09/2012	44°41'50.07"S	169° 8'7.58"E

Wireless						
Device Number	Device Location/Name	MAC Address	Unit Type	Date installed	Latitude	Longitude
1	Police Station - Police Station BH	00:27:22:4e:60:81	Ubiquiti Nano Station M5	19/12/2011	44°41'42.26"S	169° 8'33.08"E
2	Post Office Backhaul	00:27:22:e0:cb:73	Ubiquiti Nano Station M5	25/09/2012	44°41'41.64"S	169° 8'4.41"E
4	Wanaka Hotel - Wanaka Hotel to Post	dc:9f:db:6c:56:97	Ubiquiti Nano Station M5	TBA	44°41'39.59"S	169° 8'15.07"E

5	Wanaka Hotel - Wanaka Hotel to Lake	dc:9f:db:92:54:c9	Ubiquiti Nano Station M5	TBA	44°41'39.59"S	169° 8'15.07"E
6	Wanaka Hotel - Wanaka Hotel AP 1	dc:9f:db:92:56:99	Ubiquiti Nano Station M5	TBA	44°41'39.59"S	169° 8'15.07"E
8	HQ Bar	00:27:22:a0:db:2f	Ubiquiti Nano Station M5	19/12/2011	44°41'43.68"S	169° 8'1.04"E
7	Opium	00:27:22:8c:b0:12	Ubiquiti Nano Station M5	19/12/2011	44°41'38.24"S	169° 8'14.55"E
8	Doughbin	00:27:22:a0:97:f5	Ubiquiti Nano Station M5	19/12/2011	44°41'41.64"S	169° 8'4.41"E
3	Post Office Lane	00:27:22:70:4d:64	Ubiquiti Nano Station M5	25/09/2012	44°41'38.93"S	169° 8'20.41"E
9	Fitzpatricks	24:a4:3c:33:38:bb	Ubiquiti Nano Station M5	25/09/2012	44°41'47.74"S	169° 8'11.99"E
7	Mint Bar - Xbase	00:27:22:70:4f:33	Ubiquiti Nano Station M5	25/09/2012	44°41'50.07"S	169° 8'7.58"E

Queenstown

Cameras						
Camera Number	Location	Serial Number	Unit Type	Date Installed	Latitude	Longitude
N/A	Watch House - Police Station	N/A	PC	23/05/2012	N/A	N/A
N/A	PABX Room - Police Station	N/A	VRM Server	23/05/2012	N/A	N/A
N/A	PABX Room - Police Station	N/A	BVMS Server	23/05/2012	N/A	N/A
N/A	Watch House - Police Station	N/A	HP LED Monitor (4)	24/05/2012	N/A	N/A
1	Stanley/Ballararat	044585320424101036	FlexiDome HD 1080p RD	24/05/2012	45° 1'51.28"S	168°39'46.17"E
2	Stanley/Shotover	044585320507101009	FlexiDome HD 1080p RD	24/05/2012	45° 1'48.74"S	168°39'41.92"E
3	Camp Street	044585320424101029	FlexiDome HD 1080p RD	24/05/2012	45° 1'48.76"S	168°39'35.18"E
4	Breacon Street	044585320427101005	FlexiDome HD 1080p RD	25/05/2012	45° 1'51.82"S	168°39'30.82"E
5	Shotover/Reece (Ferg Burger)	044473711229130013	VIP X1 XF Encoder	27/05/2012	45° 1'54.16"S	168°39'34.00"E
5a	Shotover/Reece (Ferg Burger)	044550011104100004	MIC400 PTZ	27/05/2012	45° 1'54.16"S	168°39'34.00"E
6	Cow Lane	044473711229130015	VIP X1 XF Encoder	6/06/2012	45° 1'53.32"S	168°39'40.89"E
6a	Cow Lane	044550011104100005	MIC400 PTZ	6/06/2012	45° 1'53.32"S	168°39'40.89"E
7	Joes Garage	044585320507101020	FlexiDome HD 1080p RD	28/05/2012	45° 1'56.20"S	168°39'41.96"E
8	Hotops Rise	044571010907101024	Dinion HD 1080p	28/05/2012	45° 1'57.88"S	168°39'48.22"E
9	Marine Parade	044585320427101007	FlexiDome HD 1080p RD	6/06/2012	45° 2'1.29"S	168°39'41.95"E

10	Earnslaw Park	044585320427101004	FlexiDome HD 1080p RD	29/06/2012	45° 1'59.13"S	168°39'30.74"E
11	Lower Shotover	044585320507101007	FlexiDome HD 1080p RD	28/05/2012	45° 1'57.66"S	168°39'26.63"E
12	Lake Esplanade	044585320427101006	FlexiDome HD 1080p RD	25/07/2012	45° 2'2.75"S	168°39'21.43"E
13	Ballarat Mall	044585330122161012	FlexiDome HD 1080p RD	28/06/2013	45° 1'55.01"S	168°39'41.13"E
14	Earnslaw Toilet Block - Lake	044000021120000028	FlexiDome NDN-921-P	27/06/2013	45° 1'57.35"S	168°39'32.63"E
15	Earnslaw Toilet Block - Lake	044000030215000055	FlexiDome NDN-921-P	27/06/2013	45° 1'57.35"S	168°39'32.63"E
16	Earnslaw Toilet Block - Road	044000030215000069	FlexiDome NDN-921-P	27/06/2013	45° 1'57.35"S	168°39'32.63"E
17	Earnslaw Toilet Block - Road	044000021120000038	FlexiDome NDN-921-P	27/06/2013	45° 1'57.35"S	168°39'32.63"E

Wireless						
Camera Number	Location	Serial Number	Unit Type	Date installed	Latitude	Longitude
	Skyline Roof - Back Haul 1	00:0c:42:e8:c6:04	MikroTik	23/05/2012	N/A	N/A
	Police Station Wall - Back Haul 1	00:0c:42:d9:3a:98	MikroTik	23/05/2012	N/A	N/A
	Skyline Roof - Back Haul 2	00:0c:42:d9:3a:95	MikroTik	23/05/2012	N/A	N/A
	Police Station Wall - Back Haul 2	00:0c:42:d8:b8:2d	MikroTik	23/05/2012	N/A	N/A
	Skyline Roof - Queenstown AP1	00:27:22:56:51:f4	Ubiquiti - Nano Station M5	23/05/2012	N/A	N/A
	Skyline Roof - Queenstown AP2	00:27:22:4e:5f:9b	Ubiquiti - Nano Station M5	23/05/2012	N/A	N/A
	Skyline Roof - Queenstown AP3	00:27:22:56:4b:d0	Ubiquiti - Nano Station M5	23/05/2012	N/A	N/A
	Skyline Roof - Queenstown AP4	00:27:22:4e:5d:dd	Ubiquiti - Nano Station M5	23/05/2012	N/A	N/A
1	Stanley/Ballarat	00:27:22:a0:db:04	Ubiquiti - Nano Station M5	23/05/2012	45° 1'51.28"S	168°39'46.17"E
2	Stanley/Shotover	00:27:22:56:43:22	Ubiquiti - Nano Station M5	23/05/2012	45° 1'48.74"S	168°39'41.92"E
3	Camp Street	00:27:22:52:78:90	Ubiquiti - Nano Station M5	23/05/2012	45° 1'48.76"S	168°39'35.18"E
4	Breacon Street	00:27:22:4e:5d:99	Ubiquiti - Nano Station M5	23/05/2012	45° 1'51.82"S	168°39'30.82"E
5	Shotover/Reece	00:27:22:4e:5c:c2	Ubiquiti - Nano Station M5	23/05/2012	45° 1'54.16"S	168°39'34.00"E
6	Cow Lane	00:27:22:56:51:21	Ubiquiti - Nano Station M5	23/05/2012	45° 1'53.32"S	168°39'40.89"E
7	Joos Garage	00:27:22:56:46:fa	Ubiquiti - Nano Station M5	23/05/2012	45° 1'56.20"S	168°39'41.96"E
8	Hotops Rise	dc:9f:db:2c:da:2c	Ubiquiti - Nano Station M5	23/05/2012	45° 1'57.88"S	168°39'48.22"E
9	Marine Parade	00:27:22:8c:b0:1a	Ubiquiti - Nano Station M5	23/05/2012	45° 2'1.29"S	168°39'41.95"E

	Brunswick St - Marine Prd BH	00:27:22:56:40:45	Ubiquiti - Nano Station M5	23/05/2012	45° 2'1.29"S	168°39'41.95"E
10	Earnslaw Park	00:27:22:56:4d:b3	Ubiquiti - Nano Station M5	23/05/2012	45° 1'59.13"S	168°39'30.74"E
	61 Shotover St - Lower Shotover BH	00:27:22:52:74:79	Ubiquiti - Nano Station M5	23/05/2012	45° 1'56.98"S	168°39'27.13"E
	61 Shotover St - Lower Shotover BH	00:27:22:56:51:3b	Ubiquiti - Nano Station M5	23/05/2012	45° 1'56.98"S	168°39'27.13"E
11	Lower Shotover	00:27:22:56:47:4e	Ubiquiti - Nano Station M5	23/05/2012	45° 1'57.66"S	168°39'26.63"E
12	Lake Esplanade	00:27:22:56:51:0c	Ubiquiti - Nano Station M5	23/05/2012	45° 2'2.75"S	168°39'21.43"E
13	Ballarat Mall (Blackballs Shop)	dc:9f:db:6c:59:e2	Ubiquiti - Nano Station M5	28/06/2013	45° 1'55.01"S	168°39'41.13"E
14-17	Earnslaw Toilet Block	dc:9f:db:64:df:4a	Ubiquiti - Nano Station M5	27/06/2013	45° 1'57.35"S	168°39'32.63"E

Arrowtown

Device Number	Device Location/Name	Serial Number	Unit Type	Date installed	Latitude	Longitude
1	Bakery corner	TBA	Overhanging Dome	Sep-10	-44.93833°	168.83087°
2	Bakery corner (front)	TBA	KCA	27/09/2010	-44.94739°	168.82826°
3	Night and Day to Mobility	TBA	KCA	3/08/2010	-44.93849°	168.83223°
4	Mobility NZ Clothing	TBA	KCA	27/09/2010	-44.93826°	168.83121°
5	Fork and Tap	TBA	Hanging Dome	30/03/2006	-44.93871°	168.83368°
6	Number plate Recognition	TBA	SCR505-HPS	Sep-10	-44.93878°	168.83341°
7	Coachman's Hall	TBA	Dome	7/12/2008	-44.93846°	168.83242°
8	Opposite New Orleans Loading Zone	TBA	555LT Colour CCD	2009	-44.93846°	168.83184°
9	ATM Opposite Coachman's Hall	TBA	Dome	21/10/2009	-44.93853°	168.83270°
10	Side of Golden Nugget	TBA	Dome	21/10/2009	-44.93854°	168.83283°
11	Pharmacy	TBA	KCA	3/11/2009	-44.93837°	168.83138°
12	Night and Day 2	TBA	Dome	3/08/2010	-44.93849°	168.83223°
13	Post Office	TBA	2WCT673T50	3/08/2010	-44.93878°	168.83341°
14	Buckingham Street	TBA	555LT Colour CCD	3/08/2010	-44.93878°	168.83341°
15	Ramshaw Lane to NW	TBA	555LT Digital CCD	3/08/2010	-44.93808°	168.83236°
16	Night and Day Rear	TBA	555LT Digital CCD	20/05/2009	-44.93808°	168.83236°
17	Skate Park	TBA	555LT Colour CCD	6/09/2010	-44.93808°	168.83236°

18	Arrow Lane	TBA	Dome	21/10/2009	-44.93900°	168.83252°
19	Police Station	TBA	Dome	21/10/2009	-44.93843°	168.83427°
20	Museum	TBA	Dome	2009	-44.93852°	168.83315°
21	To New Orleans	TBA	Dome	2009	44.93839°	168.83165°
22	Museum South	TBA	Dome	2009	-44.93852°	168.83315°
23	Toilet Hall	TBA	Dome	2014	-44.93834°	168.83241°
24	Traffic NW	TBA	Dome	2014	-44.93846°	168.83184°

Appendix 5 B. Potential Programme of Network Additions

In the interests of full disclosure the following table provides an indication of the potential expansion of and Capital Expenditure on the CCTV Network over a 3 year period. The mechanism in the payment schedule will be used to compensate for the increase in network size to be maintained over time.

Location	2018/19	2019/20	2020/21
Arrowtown (new installs)	2	1	1
Wanaka (new installs)	11	7	3
Queenstown (new installs)	16	10	8
Hardware & Software	7.5% of budget	15% of budget	0%
Adhoc – ie signage	7.5% of budget	15% of budget	0%

Appendix 6: Schedule and Basis of Payments

6.1 Schedule of Payments

ITEM	DESCRIPTION	FREQUENCY	UNIT	QTY	RATE	AMOUNT
1.0	GENERAL MAINTENANCE AND OPERATIONS					
1.1	Routine day to day inspections and maintenance, including replacement of hardware as required and database maintenance.	Monthly	LS	36		
1.2	Three monthly on-site inspections and maintenance, database maintenance, reporting, including walk over with Police, quarterly stake holder meetings and replacement of hardware as required.	Quarterly	LS	12		
1.3	Reporting allowance covering all reports required. (Minimum value of \$200/month)	Monthly	Each	36		
1.4	Updating of full CCTV network inventory and production of full Operations and Network Manual in first 18 months the contract. (Provisional item)	Once	LS	1		
1.5	Annual Updating of full CCTV network inventory and Operations and Network Manual. Undertaken 12 months after item 1.4 is complete (Provisional item)	Annual	Each	1		
1.6	Training of new Police and QLDC users, including provision of operations/check sheets.	Periodic	Hour	20		
1.7	Combined increase in rate for items 1.1 and 1.2, per 10% change in the total number of cameras to be maintained. (Provisional item). Rate to be provided for 10% increase in quantity.	Monthly	LS	36		
1.8	Obtain Property Access Agreements from property owners for installation and maintenance of new installations. (Provisional number)	Periodic	Each	30		
1.9	Extra-over Rate for Daily Monitoring of Network (Provisional Monthly Item)	Monthly	LS	36		
2.0	VANDALISM AND ACCIDENT					

	DAMAGED CCTV INFRASTRUCTURE					
2.1	Repair of damaged to CCTV Network	periodic	PS	1		
2.2	Contractors on Costs	periodic	%			
3.0	CAPITAL TYPE PROJECTS - (each project a potential Separable portion)					
3.1	Carry out New project works including installations, upgrades, and extensions	periodic	PS	1		
3.2	Contractors on cost (to nonscheduled items)	periodic	%			
4.0	UNSCHEDULED ITEMS (Tenderer to list)					
Total (excluding GST)						

Appendix 6: Site Specific Safety Plan

CONTRACT FOR SERVICES

BETWEEN

QUEENSTOWN LAKES DISTRICT COUNCIL

and

COUGAR GROUP LTD

CONTRACT FOR SERVICES

DATED: 17 OCTOBER 2025

PARTIES

QUEENSTOWN LAKES DISTRICT COUNCIL ("Principal")

and

COUGAR GROUP LTD ("Contractor")

INTRODUCTION

1. The Principal issued a request for proposals for the provision of Regulatory Services, in accordance with its procurement policy in May 2025, following which the Contractor was selected to provide Regulatory Services.
 - A. The Principal and the Contractor have agreed that the Contractor will provide Regulatory Services to the Principal for the Term.
 - B. The Parties are into this Contract to record the terms of their agreement.

BACKGROUND

- C. The QLDC Contracts out a portion of its Regulatory Response and is now looking to seek tenders for the provision of these services which includes but is not limited to the follow key roles:
 - Afterhours Animal Services
 - Afterhours Noise Control
 - Afterhours Parking Services
 - Daytime Parking Control
 - CCTV ticketing
 - Freedom Camping Patrol
 - Afterhours RMA
 - Urgent ACO cover (daytime)
 - Releasing of vehicles from car pound
- D. The Principal also has a duty to deliver on its enforcement strategy, which provides for

the Principal to facilitate regulatory functions across the district in a proportional manner.

- E. The Principal has engaged the Contractor to perform the Principal's regulatory powers and functions in their entirety, including the detailed and specified duties set out in the schedules.
- F. The Contractor will remain at all times responsible to the Principal for the performance of this Contract.

OPERATIVE PROVISIONS

2. INTERPRETATION

1.1. Unless the context otherwise requires:

- (a) headings are inserted for convenience only and do not affect the interpretation of this Contract;
- (b) if the day on which any act, matter or thing is to be done under this Contract is not a Working Day, the act, matter or thing must be done on the next Working Day;
- (c) a reference in this Contract to 'dollars' or '\$' means New Zealand dollars and all amounts payable under this Contract are payable in New Zealand dollars;
- (d) a reference in this Contract to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (e) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates the other genders; and
- (f) a reference to the word 'include' or 'including' is to be interpreted without limitation.

3. DEFINITIONS

In this Contract unless the context otherwise requires:

"Contract" means this contract for services including the Schedules;

"Commencement Date" means the date listed at clause 1 of Schedule A.

"Expiry Date" means the date listed at clause 2 of Schedule A.

"Final Expiry Date" means the date listed at clause 3 of Schedule A.

"GST" means Goods and Services Tax under the Goods and Services Tax Act 1985.

"Notifiable Event" has the meaning set out in section 25 of the Health and Safety at Work Act 2015.

"Parties" means the parties to this Contract.

"Person" includes an individual, body corporate or association of persons whether corporate or not.

"Services" means the services referred to in Schedule C and any other services agreed between the parties in accordance with clause 4 of this Contract.

"Term" means the Term of Contract outlined at clause 8 of this Contract.

"Warranted Officer" means a person appointed by the Principal as an enforcement officer, who has completed training and has a warrant card.

4. ENGAGEMENT

- 4.1 The Principal engages the Contractor to provide the Services set out in Schedule C as and when the Principal duly requests the Services to be provided pursuant to the terms of this Contract and any other services agreed between the parties from time to time in writing during the Term.
- 4.2 The Contractor accepts the engagement and undertakes to perform the Services set out in Schedule C pursuant to the terms of this Contract and any other services agreed between the parties from time to time in writing during the Term.
- 4.3 This Contract and its Schedules shall determine the entitlements of the Contractor and replace all previous agreements and understandings between the parties (if any). No entitlements shall be carried forward from previous dealings between the parties (if any).

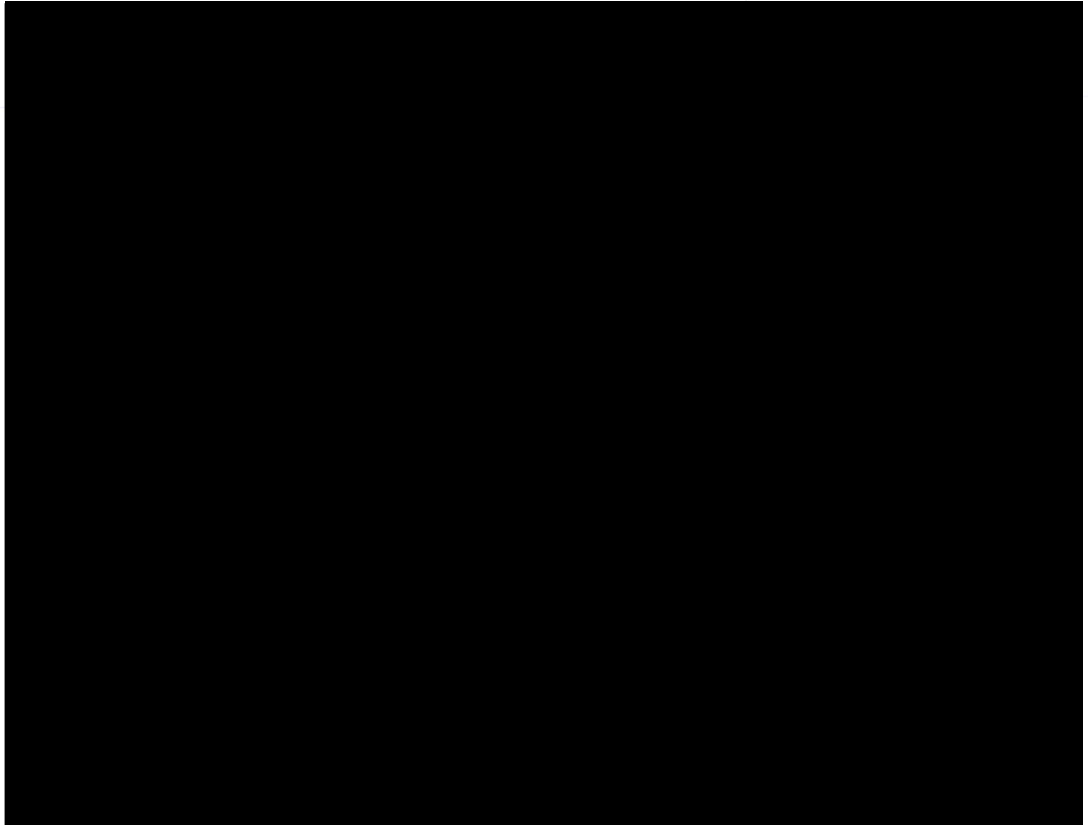
5. PROVISION OF SERVICES

- 5.1 The Contractor shall provide and complete the Services in a proper and professional manner, with all due care, skill and diligence to the reasonable satisfaction of the Principal, and in particular the Contractor must:
 - (a) Perform the Services so as to meet the Key Performance Indicators specified in Schedule B and to promote and further the interests of the Principal;
 - (b) Perform the Services in a safe and reliable manner;

- (c) Promptly advise the Principal of any anticipated inability to perform or any delay in the performance of any of the Contractor's obligations;
- (d) Comply with all reasonable directions of the Principal;
- (e) Work with any employees and contractors of the Principal as required, in a competent and professional manner;
- (f) At all times use the Contractor's best endeavours to protect and advance the goodwill of the Principal; and
- (g) At all times perform the Services legally and safely.

5.2 The parties acknowledge that in providing the Services the Contractor acts as an independent contractor and this Contract shall not create any relationship of employment, partnership, or agency between the Principal and the Contractor.

5.3 As a consequence of the independent contractor relationship, the Contractor agrees that the Contractor is:



5.4



5.5 The Contractor shall arrange the following insurance policies for at least the Term of this Contract:



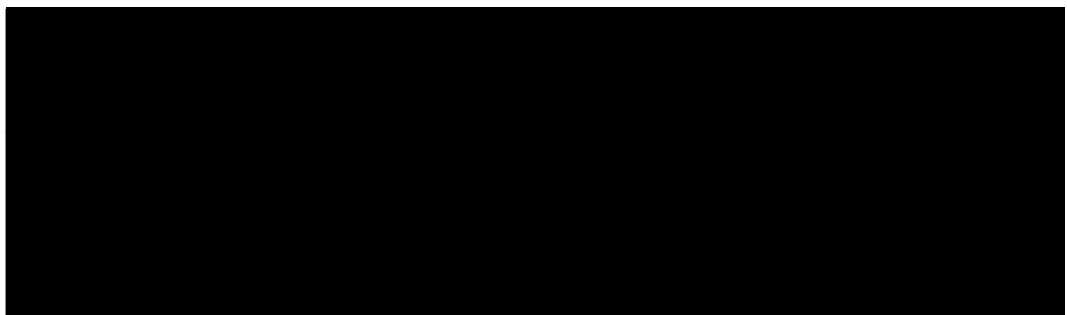
6. HEALTH AND SAFETY OBLIGATIONS

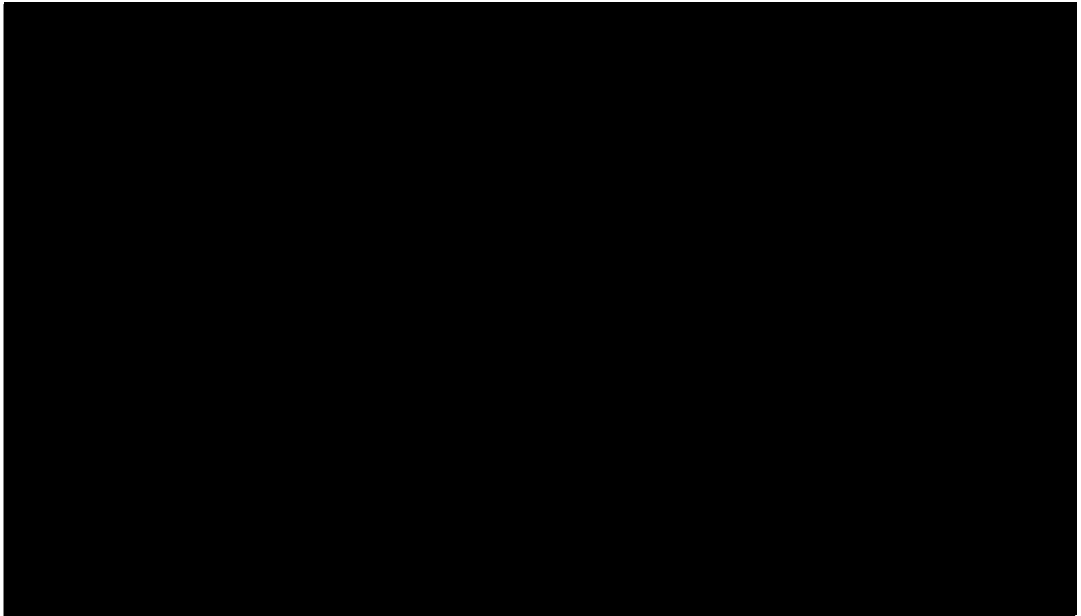
6.1 The Contractor must comply with and ensure that all sub-contractors and their employees and agents, as well as any other person and their employees and agents carrying out any works associated with the Services comply with all aspects of the Health and Safety at Work Act 2015 and any applicable regulations.

6.2 The Contractor shall take all reasonably practicable steps to:

- (a) Provide and maintain a safe working environment;
- (b) Eliminate risks to health and safety and protect the health and safety of all persons engaged in carrying out the Services or affected by the Services. If risks cannot be eliminated, the Contractor shall minimise health and safety risks as far as reasonably practicable;
- (c) Keep the location in which the Services are being carried out in an orderly state and in such a condition as to avoid danger to persons and property;
- (d) Ensure that any employee or subcontractor involved in carrying out the Services is not unnecessarily exposed to hazards which are under the Contractor's control.
- (e) Have proper emergency procedures in place.

6.3 The Contractor shall:

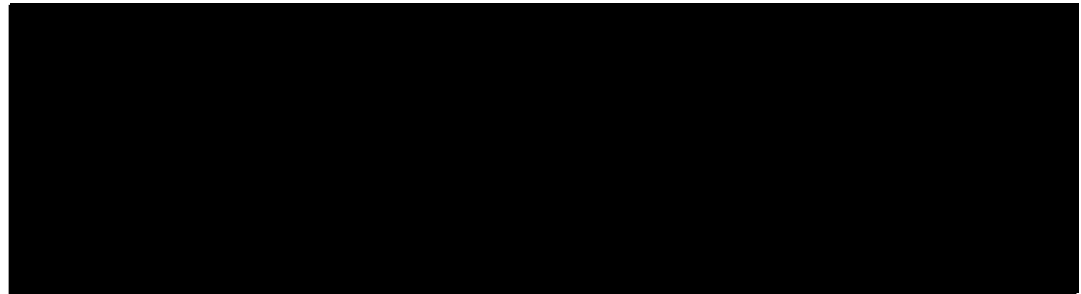




- 6.4 The Contractor must report to the Principal as soon as reasonably practicable all incidents associated with the Services that result (or could have resulted) in a Notifiable Event, and provide to the Principal a report with subsequent corrective actions identified.
- 6.5 The Contractor must provide the Principal with a copy of any notification or report that the Contractor is required to make to a public authority or regulator on any incident which is associated with the carrying out of the Services.
- 6.6 The Contractor must give the Principal on request a copy of any report or investigation in regards to any incident which the Contractor during the course of the Term.

7. SERVICES TO THIRD PARTIES

7.1



7.2

8. TERM OF CONTRACT

- 8.1 This Contract will commence on the Commencement Date and will continue in force until the Expiry Date unless terminated earlier in accordance with the termination provisions at clause 16 of this Contract.

8.2 The Principal may offer a renewal of this Contract until the Final Expiry Date on the same terms and conditions as set out in this Contract. The Principal shall not be obliged to offer a renewal of this Contract. Where the Principal wishes to offer a renewal of this Contract it shall:

- (a) Notify the Contractor in writing of its offer of renewal at least 20 working days prior to the Expiry Date;
- (b) The Contractor shall respond to the Council within 15 working days of receiving the notice of renewal;
- (c) The Contract shall not be renewed until the Contractor and the Council have entered into a formal renewal of contract agreement.

8.3 If the Principal does not notify the Contractor in accordance with clause 7.2(a), the parties may still agree to extend the Contract up to the Final Expiry Date on the same terms and conditions set out in this Contract.

9. GOODS AND SERVICES TAX (GST)

9.1 Any payments under this Contract are expressed exclusive of GST. The Principal will, on receipt of a complying tax invoice including evidence of GST registration, pay the Contractor an amount equal to the GST liability payable by the Contractor.

10. DELEGATION AND SUBCONTRACTING

10.1 The Contractor shall not, without the prior written agreement of the Principal, delegate the obligations specified in this Contract to any employee or sub-contractor of the Contractor.

10.2 If the Contractor, with the prior written agreement of the Principal, engages an employee or sub-contractor in relation to the performance of the Services, the Contractor shall remain liable for the performance of the Services and the obligations under this Contract.

11. THE PRINCIPAL'S RESPONSIBILITIES

11.1 The Principal will notify the Contractor within sufficient time of all relevant details of required tasks and the time by which each task must be completed.

11.2 The Contractor acknowledges and agrees that the Principal has the right to use any employee or other contractor or sub-contractor for managing its requirements in relation to the Services as it deems appropriate.

12. PAYMENTS

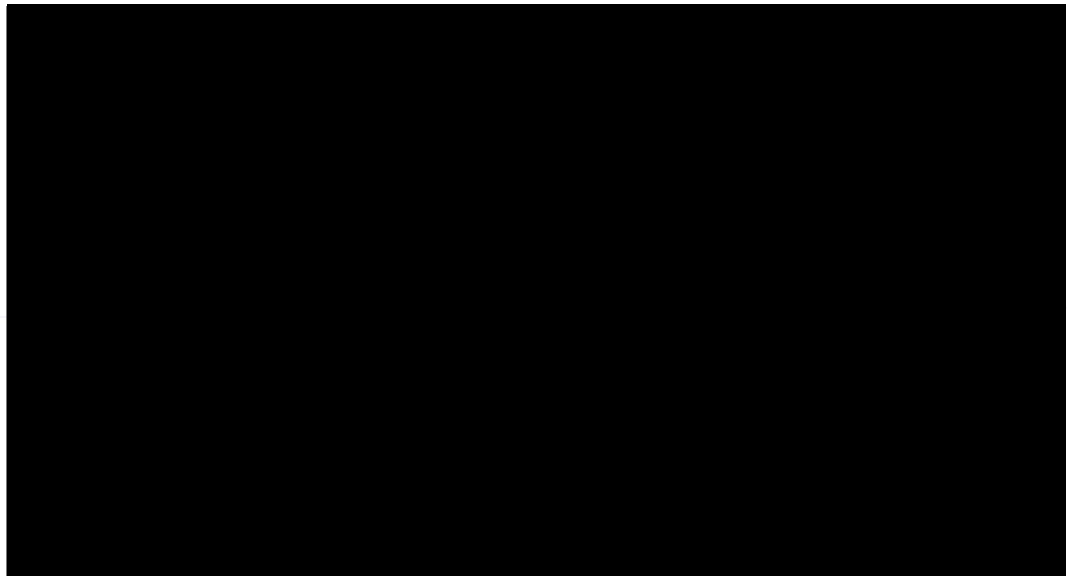
12.1 The Principal will pay the Fees for Services (as set out in Schedule B) to the Contractor in

consideration for the provision of Services, provided that:

- (a) The Contractor renders a tax invoice to the Principal on the second business day of each month in respect to Services provided in the month prior;
- (b) The Principal shall only be liable to make payments to the Contractor for Services duly requested and completed;
- (c) The Contractor complies with the requirements set out in Schedule B in relation to the Fees for Services.

12.2 The Fees for Services shall be paid by the 20th day of the month after any invoice delivered by the second working day of the month.

12.3 The Fees payable from 1 July each year shall be determined as follows:



- (b) If the CPI is discontinued and not replaced, or there is a material change to the basis of the calculation of the CPI, or a resetting of the CPI, an appropriate index which reflects the change in cost of living in New Zealand as agreed by the parties and failing agreement to be determined by an expert appointed by the president or vice president of the New Zealand Law Society will be used.
- (c) If the relevant CPI is not published at the 1 July review date, as soon as the CPI is published an appropriate adjustment will be made to the Fees (if necessary) with effect from the 1 July review date.
- (d) Notwithstanding any other provision of this subclause 11.3, the Fees payable as from the relevant 1 July review date shall not be less than the Fees payable in the preceding year.

- 12.4 The Contractor shall additionally be entitled to submit a price increase request ("Price Increase Request") to the Principal at annual intervals during the Term, to take effect from 1 July of each year during the Term subject to the following:

-
- (a) a Price Increase Request shall be applicable to the CCTV and Daytime Parking Services fees per hour for standard and/or public holiday rates only; and
 - (b) the Contractor must submit a Price Increase Request with the information outlined in clause 11.4(c) no less than 2 calendar months prior to 1 July, after which the parties must meet to discuss a Price Increase Request no less than one calendar month prior to 1 July; and
 - (c) the Contractor must provide supporting evidence with a Price Increase Request that includes, but is not limited to, the following information:

The proposed increase

The reason for the increase

Supporting information to validate the basis on which the increase is requested.

- (d) the Principal reserves all rights to decline a Price Increase Request in its sole discretion but shall not unreasonably withhold approval to a Price Increase Request.

13. EXPENSES

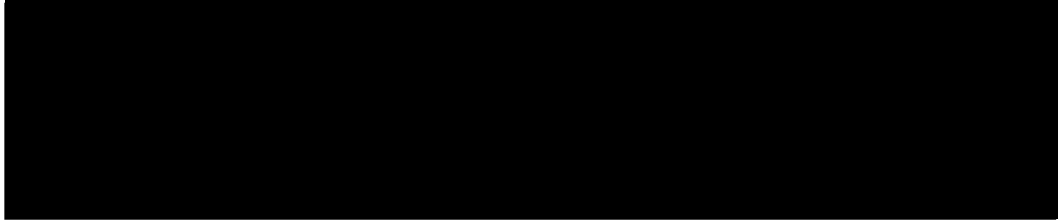
- 13.1 The Contractor shall be responsible for all expenses associated with the performance of the Services.

14. DISPUTES

- 14.1 If a dispute arises between the Parties about anything in relation to this Contract, then any party may notify the other in writing stating that there is a dispute and giving details of it. The parties concerned must then attempt in good faith to settle the dispute. These attempts may include using alternative dispute resolution techniques, including mediation.
- 14.2 If such attempts do not result in a resolution within fifteen (15) Working Days, then the dispute shall be referred to arbitration in accordance with the Arbitration Rules of the New Zealand Dispute Resolution Centre.
- 14.3 The Parties shall each bear their own costs in respect of any dispute resolution and shall each pay half of the costs of any mediator or arbitrator appointed.
- 14.4 Despite clauses 13.1 – 13.3, the Parties reserve their rights to refer any aspect of such dispute involving any point of law to the appropriate court of law for resolution.
- 14.5 Any dispute shall be determined pursuant to the laws of New Zealand.

15. INDEMNITY

15.1



15.2 Neither party shall be liable to the other for any indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.

16. TERMINATION

16.1 The Principal may terminate this Contract at the Principal's sole discretion by providing one month's written notice to the Contractor.

16.2 The Contractor may terminate this Contract at the Contractor's sole discretion by providing three month's written notice to the Principal.

16.3 The Principal shall have the right to terminate this contract immediately without further notice in the event that the Contractor:

- (a) Breaches a term of this contract not capable of remedy, or if capable of remedy, the breach is not remedied within seven days of the Principal notifying the Contractor of such breach;
- (b) Fails to perform the Services to the reasonable satisfaction of the Principal;
- (c) Becomes insolvent or bankrupt or a receiver (or receiver and manager), a trustee in bankruptcy, a provisional liquidator/liquidator or other like person, is appointed for part or all of the Contractor's assets or business;
- (d) Makes an assignment in favour of, or a composition or arrangement with, the Contractor's creditors;
- (e) Is charged with any serious criminal offence; or
- (f) Acts in a way that may be reasonably considered, in the opinion of the Principal, to constitute serious misconduct.

16.4 If this Contract is terminated in accordance with the provisions of this clause, the Principal has no liability to the Contractor for damages, compensation or any other payment in respect of that termination.

17. NON-DISCLOSURE

17.1 Any confidential information acquired by the Contractor in connection with the provision of the Services must be held in the strictest confidence. Release, copying or any use of any of that information other than for the performance of the Services requires the prior written approval of the Principal.

17.2 For the purpose of this clause "confidential information" includes all information given or disclosed to the Contractor or created during the performance of the Services, if:

- (a) That information is identified as confidential or proprietary to the Principal or a third party; or
 - (b) The Contractor ought reasonably to have known that the information was proprietary or confidential to the Principal or a third party.
-

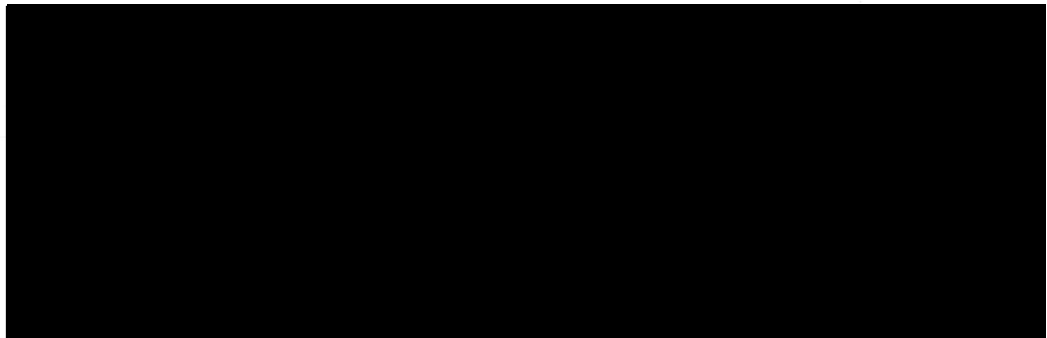
17.3 The provisions of this clause shall continue to apply after the expiry or termination of this Contract.

18. NON-COMPETITION

18.1

18.2

18.3



19. INTELLECTUAL PROPERTY RIGHTS

19.1 Any program, system procedure, process, formula, method of production, invention, innovation or other discovery or development which the Contractor produces, evolves, discovers or invents during the course of providing the Services or arising from the Services, is the absolute and exclusive property of the Principal (or any other party nominated by the Principal prior to the creation of the work). The Contractor must complete all reasonable documents required by the Principal to give effect to this clause.

19.2 The Contractor assigns all rights (including any present or future copyright or other intellectual property right) in any work created by the Contractor in the performance of the Services to the Principal (or to any other party nominated by the Principal).

20. THE PROVISIONS OF THIS CLAUSE SHALL CONTINUE TO APPLY AFTER THE

EXPIRY OR TERMINATION OF THIS CONTRACT FORCE MAJEURE

- 20.1 If a Force Majeure Event affecting the Contractor prevents that Contractor in whole or part from providing the Services under this Contract, then:
- (a) As soon as reasonably practicable after the Force Majeure Event occurs the Contractor must notify the Principal that it is unable to provide the Services in whole or in part.
 - (b) To the extent and for the period that the Contractor is prevented in whole or in part by the Force Majeure Event from complying with its obligations under this Contract, those obligations will be suspended; and
 - (c) Where the Contractor's ability to provide the services is prevented in full, the Principal's obligation to pay money under this Contract will be suspended until the Contractor is able to provide the Services. Where the Contractor's ability to provide the Services is prevented in part, the parties will agree to a fair and reasonable deduction of the money's payable by the Principal to the Contractor reflective of the degree to which the Services are able to continue to be performed.

21. GENERAL

- 21.1 **Costs:** Each Party must pay its own costs and expenses for preparing, negotiating, executing and completing this Contract and any document related to this Contract.
- 21.2 **Notices:** Any notice or communication given to a Party under this Contract is only given if it is in writing and sent in one of the following ways:
- (a) Delivered or posted to that Party at its address and marked for the attention of the relevant department or officer (if any) set out below.
 - (b) Sent by electronic mail to the email address of the Party or Parties concerned as specified below.

Principal

Name: Queenstown Lakes District Council
Address: 10 Gorge Road
Queenstown 9300
Email: [REDACTED]
Attention: [REDACTED]

Contractor

Name: Cougar Group Ltd
Address: 1 Industrial Place, Queenstown
Email: [REDACTED]
Attention: [REDACTED]

Time notice is given

21.3 Any notice or communication is to be treated as given at the following time:

- (a) -If it is delivered, when it is left at the relevant address;
- (b) If it is sent by post, two (2) Working Days after it is posted; and
- (c) If it is sent by electronic mail, one hour after despatch subject to proof of service in accordance with clause 20.4.

21.4 To prove service in the case of a notice sent by electronic mail, it is sufficient to prove that the notice was transmitted by electronic mail to the relevant email address and that the sender received either a delivery receipt, read receipt or equivalent communication from the email service provider evidencing that the recipient had received, or had received and read the email or some other communication from the recipient evidencing same.

21.5 **Entire Contract:** This Contract contains all of the terms, representations and warranties made between the parties and supersedes all prior discussions and agreements covering the subject matter of this Contract.

21.6 **Amendments:** No amendment to this Contract will be effective unless it is in writing and signed by both of the parties.

21.7 **No Assignment:** Neither party may assign or subcontract its rights under this Contract without the prior consent in writing of the other party.

21.8 **Waiver:** No exercise or failure to exercise or delay in exercising any right or remedy by a party will constitute a waiver by that party of that or any other right or remedy available to it.

21.9 **Partial Invalidity:** If any provision of this Contract or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this Contract and its application will not be affected and will remain enforceable to the greatest extent permitted by law.

21.10 **Third Parties:** Where this Contract confers a benefit upon any third party, the parties do not intend to create an obligation enforceable by that third party.

21.11 **Other Rights and Remedies:** Except as provided in the clauses of this Contract, the rights of the parties under this Contract are cumulative and are not exclusive of any other rights

and remedies available to either party.

- 21.12 **Governing law:** This Contract shall be governed by, and construed in accordance with, the laws of New Zealand and the parties submit to the exclusive jurisdiction of the Courts of New Zealand.
- 21.13 **Capacity of Council:** The Contractor acknowledges that QLDC, 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 Agreement. The Contractor shall not have a right or claim against QLDC in Council's capacity as a party to this Agreement as a result of any lawful action or decision made by QLDC in the performance of its regulatory function. Any decision of QLDC acting in its regulatory capacity shall not be construed as an approval of QLDC as a party to this Agreement or as a change unless otherwise expressly agreed.
- 21.14 **Counterpart copies:** This Contract may be executed in any number of counterparts (including facsimile and/or pdf copies) and provided that every party has executed a counterpart, the counterparts together shall constitute a binding and enforceable agreement between the Parties.

EXECUTION OF THE CONTRACT:

Signed for and on behalf of **Queenstown
Lakes District Council** by:

[Redacted signature]

[Redacted signature]

CEO Queenstown Lakes District Council

SIGNED for and on behalf of
COUGAR GROUP LTD by:

[Redacted signature]

Signature of director

Witness (if signed by a single director):

[Redacted signature]

Signature of witness

[Redacted signature]

Name of director

[Redacted signature]

Full name of witness

[Redacted signature]

Signature of director

General Manager

Occupation of witness

[Redacted signature]

Name of director

[Redacted signature]

Address of witness

SCHEDULE A

1. **Commencement Date:** 1 July 2026
2. **Expiry Date:** 30 June 2029
3. **Final Expiry Date:** 30 June 2033

SCHEDULE B

FEES AND RATES (EXCLUSIVE OF GST)

AFTER HOURS PARKING CONTROL SERVICE FEES					
	Fixed Fee		Service Level Response Time/Key Performance Indicator		
	Standard	Public Holidays			
Service Area - Queenstown Central, Arrowtown, Fernhill, Queenstown Hill, Frankton, Lake Hayes Estate, Kelvin Heights, Wanaka, Albert Town : Patrol and infringe vehicles where necessary					
Service Area - Kingston, Glenorchy, Lake Hawea, Luggate: Patrol and infringe vehicles where necessary					
Service Area - Makarora: Patrol and infringe vehicles where necessary					
Release car from pound daytime					
Release car from pound afterhours					

FREEDOM CAMPING SERVICES FEES		Fee per hour		Service Level Response Time/Key Performance Indicator
		Standard	Public Holidays	
Regular patrolled route and daytime education				
Service Area – Queenstown, Arrowtown, Wanaka, Glenorchy				
Queenstown (Approximate 0500 – 0700) Will vary upon season and demand				
Wanaka (Approximate 0500 – 0700) Will vary upon season and demand				
Glenorchy (Approximate 0500 – 0700) Will vary upon season and demand				
Kingston (Approximate 0500 – 0700) Will vary upon season and demand				
Lock up gates and Vehicle removal Lake Hayes Reserve				
Lock up gates and Vehicle removal Shotover Delta Riverbed Area				

	Fixed Fee		Service Level Response Time/Key Performance Indicator
	Standard	Public Holidays	
Impounding fee (per dog on top of call out fee)			N/A
Exercising and feeding at Queenstown or Wanaka Pound (per visit)			N/A
Additional service fee (i.e. care of dogs impounded during prosecution)			N/A
ACO Urgent cover for Wanaka with use of Contractors vehicle			N/A
ACO urgent cover for Wanaka with use of Principal's vehicle			N/A
ACO urgent cover for Queenstown with use of contractors vehicle			N/A
ACO urgent cover for Queenstown with use of Principal's vehicle			N/A

NOISE CONTROL (INCLUDING RMA RESPONSE)					
		Fixed Fee		Service Level Response Time/Key Performance Indicator	
		Standard	Public Holidays		
Service area - Queenstown Central, Arrowtown, Fernhill, Queenstown Hill, Frankton, Lake Hayes Estate, Kelvin Heights, Wanaka, Albert Town					
Service Area - Kingston, Glenorchy, Lake Hawea, Luggate					
Service Area – Makarora					
CCTV					
		Fee per hour		Service Level Response Time/Key performance Indicator	
		Standard	Public Holidays		
Issue CCTV infringements					

DAYTIME PARKING		Service Level Response Time/Key performance Indicator	
		Fee per hour	
		Standard	Public Holidays
Issue infringements			
Provide parking ambassadors as directed by the principal, over busy periods i.e. Christmas/new year periods			

REPORTING		Service Level Response Time/Key performance Indicator	
Submit daily incident/call out reports			
Report all overnight impounds			
Monthly report			

OTHER SERVICE FEES		Service Level Response Time/Key performance Indicator	
- Court appearance fee per hour plus GST [REDACTED] - Public Holiday [REDACTED] - Hours on Public Holidays to be agreed in advance of each public holiday. - Other services at a price to be agreed prior to work commencing. - Ad Hoc signage installation per hour plus GST [REDACTED] plus travel, and materials required (concrete, screws, posts etc)			

HOURLY RATES

CCTV and Daytime Parking Base Rate shall be subject to Clause 11.3 (price review)

For the avoidance of doubt, this does not apply to any fixed fee rates in schedule B.

SCHEDULE C
SERVICES FOR PARKING, CCTV, FREEDOM CAMPING,
ANIMAL CONTROL AND NOISE CONTROL

Scope of Services

- 1.1 The provision of regulatory services in the following areas:
- (a) After-hours parking control;
 - (b) After-hours freedom camping and clamping control;
 - (c) Noise control;
 - (d) After-hours animal control;
 - (e) CCTV ticket issuing;
 - (f) Releasing of vehicles from car pound
 - (g) Urgent ACO cover (daytime)
 - (h) After-hours Resource Management Act 1991 complaints; and
 - (i) Day time parking officers and ambassadors.
- 1.2 Work with the Principal, its agents, other Suppliers separately appointed by the Principal and, where relevant, stakeholders in a co-operative and collaborative manner at all times.
- 1.3 Receive resolutions for RFS from this Contracts afterhours officers and close out RFS directly into the Principals database, or other agreed process.
- 1.4 The Contractor shall provide the Principal initial audits of all new officers working in Parking, CCTV and Animal Control, within 1 month of commencing work with the contractor. The audit must be completed with the Principal's template document.
- 1.5 The contractor shall provide the Principal with 3 monthly Audits of all Parking, CCTV and Animal Control officers. The audits must be completed with the Principal's template document
- 1.6 The contractor shall enter a request for service to services@qldc.govt.nz for any CCTV faults that are required to be fixed by the CCTV maintenance contractor, regardless of who that contractor shall be.
- 1.7 The Contractor shall provide all warranted officers with yearly training on
Dealing with difficult customers

Powers of warranted officers

Legislation based training of their respective warranted area

and provide yearly the Principal a schedule of training completed for all warranted staff.

After-hours Parking Control

- 1.4 The provision of uniformed and suitably skilled parking officers to provide after-hours services (5pm to 8am the following day) 365 days a year, including public holidays to respond to requests for parking services across the entire Queenstown Lakes District.
- 1.5 Issuing infringements under the Land Transport Act 1998 and the Queenstown Lakes District Council Traffic and Parking Bylaw 2018.
- 1.6 The provision of suitably skilled parking officers to attend a parking hearing at court and provide statements for court documentation.
- 1.7 ~~Adopt the Principal's upgraded technology~~

Daytime Parking Control

- 1.8 The provision of uniformed and suitably skilled officers 365 days a year, except for Christmas Day, and on a limited basis on public holidays, to respond to requests for parking services across the entire Queenstown Lakes District.
- 1.9 Issuing infringements under the Land Transport Act 1998 and the Queenstown Lakes District Council Traffic and Parking Bylaw 2018, and any subsequent bylaws made by the Principal for traffic and parking.

Freedom Camping Control

- 1.10 The provision of uniformed and suitably skilled freedom camping control officers to provide after-hours services including public holidays, as required.
- 1.11 Responding to requests regarding freedom camping and providing evening education across the Queenstown Lakes District.
- 1.12 Patrolling the Queenstown Lakes District and issuing infringements under the Freedom Camping Act 2011 and the Freedom Camping Bylaw 2019 and any subsequent bylaws made by the Principal for freedom camping.
- 1.13 Clamping vehicles in key locations defined by the Principal, including but not limited to, Boundary Street, Lake Hayes North Reserve, Shotover Delta and Wanaka Lakefront.
- 1.14 Providing responses to any RFS or call from the Principal to have a clamp released.
- 1.15 Locking the gates at dusk and unlocking at dawn at Lake Hayes and Shotover Delta to prevent campers staying overnight. Responding to vehicles stuck behind locked gates to release them.
- 1.16 Adopt the Principal's upgraded technology

Noise Control

- 1.17 The provision of uniformed and suitably skilled noise control officers to provide after-hours services (5pm-8am the following day) for noise control, including public holidays.
- 1.18 Responding to requests for service concerning noise and issuing excessive noise directions, notices, infringements and seizing property where appropriate.

Animal Control

- 1.19 The provision of uniformed and suitably skilled animal control officers to provide after-hours services (5pm-8am the following day) for animal control, including public holidays.
- 1.20 Capturing and transporting dogs to and from the Principal's impounds.
- 1.21 Attending dog attack incidents, taking evidential statements, attending district court as required, and giving evidence.
- 1.22 The provision of impounding services, including feeding dogs and cleaning of cages.
- 1.23 Overseeing the destruction of dogs and liaison with the Police where necessary.
- 1.24 Releasing registered dogs back to the owner and collecting impound fees between 5pm and 8am the following day.

Releasing vehicles from the car pound

- 1.25 Release vehicles from the car impound at short notice
- 1.26 Record all vehicle collectors' drivers licence details

Urgent ACO cover (daytime)

- 1.27 The provision of suitably skilled Animal Control officers and appropriate vehicle for transporting dogs, both in Wanaka and Queenstown, to cover daytime urgent RFS on occasion.

CCTV Ticket Issuing

- 1.28 The provision of suitably skilled Parking officers to issue CCTV parking tickets daily from the CCTV cameras across the Queenstown Lakes District installed for parking enforcement, with the exception of public holidays. The tickets must be issued in a secure room with no windows and secure digital access under camera surveillance.

After-hours Resource Management Act 1991 Complaints

- 1.29 The provision of suitably skilled officers to provide assistance after-hours as requested by the QLDC Monitoring and Enforcement team on Resource Management Act 1991 complaints, including but not limited to, dust complaints and stormwater pollution.

Reporting

- 1.30 Provide daily reports to QLDC Regulatory Support of the resolution activities against each open RFS are to be submitted (Note: daily report must include the RFS number).
- 1.321 Provide a report daily of all animal RFS received in the previous 24 hours and their resolutions to the Animal Control email.
- 1.32 Advise the Principal of any RFS closed that requires escalation or is an ongoing concern
- 1.33 Provide a monthly report within 2 business days after the last day in each month that specifies:
-
- (a) Any accidents, incidents or new hazards (all accidents need reported the same day as the event took place to the Principal)
 - (b) Number of hours patrolled each week for the Queenstown, Wanaka and "Other" service areas;
 - (c) Total number of hours of service each month for the Queenstown, Wanaka and "Other" service areas, with a break down for each activity area (ie. parking, freedom camping control, noise control, animal control);
 - (d) In respect of noise control, the number of:
 - (i) Excessive noise directions issued;
 - (ii) Equipment seizures executed; and
 - (iii) Number of freedom camping vehicles recorded in each regularly patrolled area including number of tickets issued in each location.