

# CONTRACT FOR SERVICES

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BETWEEN

**QUEENSTOWN LAKES DISTRICT COUNCIL**

and

**[Contractor]**

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## **CONTRACT FOR SERVICES**

**DATED:** **2021**

### **PARTIES**

**QUEENSTOWN LAKES DISTRICT COUNCIL** (“Principal”)

and

**[CONTRACTOR]** (“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 agreement.

## **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.

"**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:
- (a) not entitled to payment by the Principal of salary, holiday pay, sick pay, severance pay or any other entitlement which an employee has in respect of employment and shall be solely responsible for providing salary, holiday pay, sick pay, severance pay or any other entitlement to the Contractor's employees;
  - (b) solely responsible for all payments in relation to any taxes, contributions, deductions, levies or any other payments imposed in relation to the parties entering into this Contract and/or payment by the Principal and receipt by the Contractor of the Fees for Services under this Contract;
  - (c) solely responsible for paying ACC levies and complying with ACC requirements;
  - (d) solely responsible for obtaining and maintaining appropriate public liability insurance policies and professional indemnity insurance policies and meeting any associated costs;
  - (e) solely responsible for meeting any superannuation costs;
  - (f) solely responsible for ensuring compliance with all relevant laws applicable to the Contractor's provision of the Services; and
  - (g) solely responsible for undertaking and providing to its employees all training necessary to deliver the Services at the required standard at its own cost.
- 4.4 The Contractor agrees to indemnify the Principal against any costs, liability or loss whatsoever suffered or incurred by the Principal as a result of the Contractor failing in any way to comply with clause 4.2. The Contractor shall arrange the following insurance policies for at least the Term of this Contract:
- (a) Professional indemnity insurance for \$2,500,000; and
  - (b) Public Liability insurance for \$2,500,000.

## **5. HEALTH AND SAFETY OBLIGATIONS**

- 5.1 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

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 any hazards, manage risks and protect the health and safety of all persons engaged in carrying out the Services or affected by the Services;
- (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; and
- (e) have proper emergency procedures in place.

5.3 The Contractor shall:

- (a) commit to performing the Services to the highest standards of health and safety, in particular
  - (1) Maintain SiteWise Green Status safety prequalification at local level in respect of all activities being undertaken, or other nationally recognised safety prequalification approved by QLDC.
  - (2) To develop and carry out a training programme to ensure all staff are clear of their health and safety obligations;
- (b) prior to the commencement of the Services, provide the Principal, for its approval, a Health and Safety Plan. The Contractor shall fully implement and comply with the Health and Safety Plan throughout the Term and when requested shall provide the Principal with evidence of compliance to the Principal's satisfaction;
- (c) update the health and safety plan as required to incorporate hazards unforeseen prior to the commencement of the Services, and during the Term;
- (d) comply with the requirements of the Principal's Contractor Health and Safety Management Procedure;
- (e) maintain a register of accidents, near misses and serious harm and notify the Principal of any situation, occurrence, activity or event that occurs in the exercise of the Services which may endanger the health and safety of occupants, workers or the public;
- (f) investigate accidents and identify their cause; and
- (g) ensure that all persons under the Contractor's control are appropriately

supervised.

- 5.4 The Contractor must record and report to the Principal all accidents resulting from the Services that result (or could have resulted) in serious harm, as soon as reasonably practicable and forward an investigation report with subsequent corrective actions identified.
- 5.5 The Contractor must give the Principal a copy of any report which the Contractor is required to make to a public authority on any accident which is associated with the carrying out of the Services and results in serious harm to any person.

## **6. SERVICES TO THIRD PARTIES**

- 6.1 The Contractor will not during the Term provide services to any other person where the other services might interfere with the delivery of the Services under this Contract or where that other person is or is likely to be involved in or interested in any business or undertaking which is, or could reasonably be perceived as being, in conflict with the business of the Principal.
- 6.2 The Contractor warrants and acknowledges that the Contractor is not restrained or restricted in any way from providing the Services to the Principal under this Contract.

## **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 20<sup>th</sup> 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 The Contractor shall at all times indemnify and hold harmless the Principal, its servants and agents against all actions, claims, proceedings, demands or suits howsoever arising including negligence from or in relation to this contract and performance of the Services by the Contractor provided that the Contractor shall not be liable for any actions, claims, proceedings, demands or suits arising from the negligence of the Principal or its employees.
- 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 The Contractor warrants that the Contractor will not without prior consent of the Principal during the Term of the Contract, either directly or indirectly or in any capacity carry on, advise, provide services or be engaged or concerned with any business or activity which is competitive with any business carried on by the Principal.

17.2 The Contractor indemnifies the Principal against any loss or damage and all costs, charges and expenses suffered by it or any third party, as a consequence of any breach of this clause.

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

## **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**

- 20.0 **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.
- 20.1 **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: stewart.burns@qldc.govt.nz  
Attention: Stewart Burns

**Contractor**

Name:  
Address:  
Email:  
Attention:

**Time notice is given**

- 20.2 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.
- 20.3 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.
- 20.4 **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.
- 20.5 **Amendments:** No amendment to this Contract will be effective unless it is in writing and signed by both of the parties.
- 20.6 **No Assignment:** Neither party may assign or subcontract its rights under this Contract without the prior consent in writing of the other party.
- 20.7 **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.
- 20.8 **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.
- 20.9 **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.

- 20.10 **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.
- 20.11 **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.
- 20.12 **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.
- 20.13 **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:

\_\_\_\_\_  
Mike Theelen  
**CEO Queenstown Lakes District Council**

**SIGNED** for and on behalf of  
**[CONTRACTOR]** by:

\_\_\_\_\_  
Signature of director

**Witness** (if signed by a single director):

\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Occupation of witness

\_\_\_\_\_  
Address of witness

## **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 publically 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 The provision of all resources will be entirely the Contractor's responsibility including communication equipment, provision of vehicles, marine craft (i.e. boats or jet skis) or information technology.
- 8.3 To provide facilities including an office, communication equipment, support services marine craft such as boats, jet skis and navigation equipment (e.g. GPS) to carry out the services effectively
- 8.4 The vessels are to be maintained to the highest possible standard and must remain compliant with any regulatory requirements.

- 8.5 Computers for the storage of files, records for the term of this agreement must also be provided. The office must be readily accessible for members of the public and located within the district.
- 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:

[insert key personnel].



## Schedule C

### PAYMENT

#### 12 Contract fee

- The fee to be paid for the performance of services under this agreement shall be \$XXXXXX (excl GST) per annum.

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

- XXX hourly Rate for a warranted officer on Jet Ski
- XXX hourly Rate for a warranted officer on Boat
- XXX hourly Rate for a warranted officer – Shore Patrol (Foot)
- XXX 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:**

- 2000 hours/year of 'on water' patrols
- 2000 hours/year of 'on shore'
- 2000 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			
Patrolling and inspection frequency (defined - Part 2)	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Shotover River	4 4	4 4	4 4	4 4	20 20	20 20	20 20	20 20	4 4	4 4	4 4	4 4
Lake Wakatipu	8 8	8 8	8 8	8 8	30 30	30 30	30 30	30 30	8 8	8 8	8 8	8 8
Kawarau River	4 4	4 4	4 4	4 4	20 20	20 20	20 20	20 20	4 4	4 4	4 4	4 4
Other Wider Areas (Queenstown)	2 4	2 4	2 4	2 4	10 20	10 20	10 20	10 20	2 4	2 4	2 4	2 4
Clutha River	4 4	4 4	4 4	4 4	30 30	30 30	30 30	30 30	4 4	4 4	4 4	4 4
Lake Hawea	4 4	4 4	4 4	4 4	20 20	20 20	20 20	20 20	4 4	4 4	4 4	4 4
Lake Wanaka	8 8	8 8	8 8	8 8	30 30	30 30	30 30	30 30	8 30	8 30	8 30	8 30
Other Wider Areas (Wanaka)	2 4	2 4	2 4	2 4	10 20	10 20	10 20	10 20	2 4	2 4	2 4	2 4

**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 - 30 minutes

Not urgent - 24 hours

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 - 30 minutes, Non Urgent - 24 hours

**Schedule E - INSTRUMENT OF DELEGATION FROM OTAGO REGIONAL COUNCIL**