

Laura Bowman

From: official information
Sent: Monday, 28 February 2022 9:37 am
To: [REDACTED]
Cc: official information
Subject: Final Response: LGOIMA Request 252869 - [REDACTED] - WSS noise control and new service providers.

Attachments: Contract 18146 - General Security Services - CONTRACT - ALLIED SECURITY - FINAL_Redacted.pdf

Kia Ora,

I refer to your **information request below**, Hamilton City Council is able to provide the following response.

You requested:

What date the contract that Hamilton City Council had with Waikato Security Services ended?

Our response:

30 September 2019

You requested:

The name of the business Hamilton City Council has contracted with for noise control services in place of Waikato Security Services?

Our response:

Allied Security Services

You requested:

What date the new contract started? 4. A copy of the contract that Hamilton City Council has with the new noise control services business. In this regard I accept redaction of financial information.

Our response:

1 October 2019

You requested:

A copy of the contract that Hamilton City Council has with the new noise control services business. In this regard I accept redaction of financial information.

Our response:

Copy attached.

Please note – all redactions have been made in accordance with the S 7(2)(d) and S 7(2)(b)(ii) of [LGOIMA](#).

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about how to make a complaint is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

Kind Regards,

Official Information Team

Legal Services & Risk | People and Organisational Performance

Email: officialinformation@hcc.govt.nz

On Sat, Feb 12, 2022 at 4:20 PM [REDACTED] wrote:

Dear Sir/Madam

I refer to my prior noise control information request, and your reply of 21 January 2022.

I had reason to call Noise Control again today and was told that Waikato Security Services no longer provide noise control services to the Hamilton City Council. Please provide me with the following related information:

1. What date the contract that Hamilton City Council had with Waikato Security Services ended?
2. The name of the business Hamilton City Council has contracted with for noise control services in place of Waikato Security Services?
3. What date the new contract as mentioned in 2. above started?
4. A copy of the contract that Hamilton City Council has with the new noise control services business. In this regard I accept redaction of financial information.

Regards,
[REDACTED]

Government Model Contract for Services



Hamilton City Council

Te kaunihera o Kirikiriroa

CONTRACT 18146 – GENERAL SECURITY SERVICES

THE PARTIES

Hamilton City Council (HCC) (Buyer)

Municipal Building, Garden Place, Hamilton

Private Bag 3010, Hamilton 3240

and

Allied Investments Limited t/a Allied Security (Supplier)

Registered Office:

Harvie Green Wyatt, Chartered Accountants

Level 2, 229 Moray Place

Dunedin 9016

Physical Address:

Public Grandstand, Te Rapa Raceway

Ken Browne Drive

Te Rapa, 3200

THE CONTRACT

Agreement

The Buyer appoints the Supplier to deliver the Services described in this Contract and the Supplier accepts that appointment. This Contract sets out the Parties' rights and obligations.

The documents forming this Contract are:

1. This page	Page 1
2. Contract Details and Description of Services	Schedule 1
3. Standard Terms and Conditions	Schedule 2
4. Any other attachments described at Schedule 1.	

How to read this Contract

5. Together the above documents form the whole Contract.
6. Any Supplier terms and conditions do not apply.
7. Clause numbers refer to clauses in Schedule 2.
8. Words starting with capital letters have a special meaning. The special meaning is stated in the Definitions section at clause 17 (Schedule 2).

ACCEPTANCE

In signing this Contract each Party acknowledges that it has read and agrees to be bound by it.

For and on behalf of Hamilton City Council (the Buyer):

For and on behalf of the Supplier:

(signature)

(signature)

Name: Richard Briggs

Name: [REDACTED]

Position: Chief Executive

Position: Director

Date:

Date:

Schedule 1: Contract Details and Description of Services

Start Date	1 October 2019 – 00:01	Reference Schedule 2 clause 1
End Date	1 October 2022 – 00:06	Reference Schedule 2 clause 1
This Agreement will operate for a term of three (3) years from the Commencement Date.		
The Buyer, at its sole discretion, may extend the agreement for one right of renewal of three years from the initial expiry date on the same terms and conditions, including price.		
The Buyer will review the agreement and performance of the supplier prior to the expiry of the term and provide written notice no later than 30 days prior to the expiry of the term if it wishes to undertake the right of renewal. The review does not confer a right of extension.		

Contract Managers	Buyer's Contract Manager	Supplier's Contract Manager
Reference Schedule 2 clause 4	Name: Vionne de Villiers	
	Title / position: Contracts Manager	Waikato Operations
	Address: Garden Place Hamilton	Public Stand, Te Rapa Racecourse, Hamilton
	Phone: 07 838 6653	
	Email: Vionne.devilliers@hcc.govt.nz	

Addresses for Notices	Buyer's address	Supplier's address
Reference Schedule 2 clause 14	For the attention of: Emily Botje	
	c.c. Contract Manager: Vionne de Villiers	
	Delivery address: Garden Place Hamilton	Public Stand , Te Rapa Racecourse , Hamilton
	Postal address: Private bag 3010 Hamilton 3240	PO Box 71004 Garnett Avenue, Hamilton
	Email: Emily.Botje@hcc.govt.nz Vionne.devilliers@hcc.govt.nz	HCC@alliedsecurity.co.nz @alliedsecurity.co.nz

Supplier's Approved Personnel	[OPTIONAL]	Approved Personnel
Reference Schedule 2 clause 2.5	Name:	
	Position:	Operations Manager
	Specialisation:	Operations Logistics

Supplier's Approved Sub-contractor	[OPTIONAL]	Approved Sub-contractor
Reference Schedule 2 clause 7	Name:	
	Address:	
	Specialisation:	

Description of Services

Context

The Supplier has been contracted for the provision of general security services for Council facilities to ensure all assets, staff and public users are kept safe.

Description of Services

Services will be provided in accordance with the Scope of Work and attached schedules for each site and service, identified as Appendix A, at the frequencies indicated and prices quoted by the Supplier and documented in Appendix B.

RFP Response and value-add services detailed in Appendix C.

Performance standards

Performance will be assessed in relation to the achievement of KPI Targets as developed and agreed during the transition and implementation process.

Supplier's Reporting Requirements Reference Schedule 2 clause 5	Report to:	Type of report	Due date
	Contract Manager	n/a	
		n/a	
		n/a	

CHARGES: The following section sets out the Charges. Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include **Fees**, and where agreed, **Expenses** and **Daily Allowances**. The Charges for this Contract are set out below.

Fees

Reference Schedule 2
clause 3

The Supplier's Fees will be calculated as follows in accordance with the schedule attached and referred to as APPENDIX B – SCHEDULE OF SERVICES AND PRICING.

This will be comprised of a fixed monthly fee of:

MODULE	AREA / TASK	MONTHLY FEE excl GST
MODULE 1A - E	FACILITES	
MODULE 1F	H3 GROUP	
MODULE 1G	HAMILTON GARDENS	
MODULE 2A	PARKS DAILY UNLOCKS	
MODULE 2B	PARKS DAILY LOCKS	
MODULE 2C	PARKS HOLIDAY UNLOCKS	
MODULE 2D	PARKS HOLIDAY LOCKS	
MODULE 3	ENVIRONMENTAL	

excluding GST for scheduled services and an hourly fee as noted in APPENDIX B excluding GST for ad hoc & reactive services.

Expenses

Reference Schedule 2
clause 3

No Expenses are payable.

Invoices

Reference Schedule 2
Subject to clauses 3 and
11.7

The Supplier shall invoice the Buyer on a monthly basis before the 20th of the month for all services provided up to that date. Invoices should clearly state the following information:

Name of Contractor

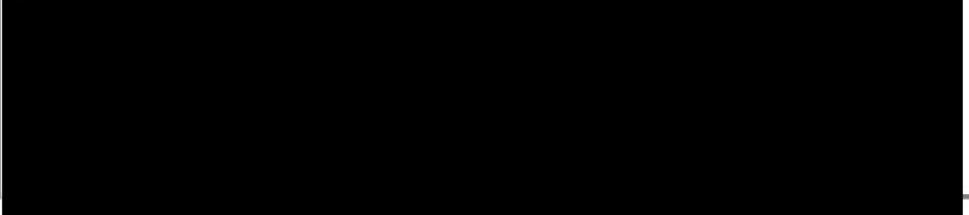
Contractor's GST #

Date

Invoice #

Council's Module #

Council's Work Order #

<p>Council's Purchase Order # Scheduled / Reactive Services Description</p>					
<p>Address for Invoices Reference Schedule 2 clause 3</p>	<p>Buyer's address</p> <table border="1"><tr><td>For the attention of:</td><td>HCC Accounts Payable</td></tr><tr><td>Email:</td><td>Accounts.Payable2@hcc.govt.nz</td></tr></table>	For the attention of:	HCC Accounts Payable	Email:	Accounts.Payable2@hcc.govt.nz
For the attention of:	HCC Accounts Payable				
Email:	Accounts.Payable2@hcc.govt.nz				
<p>Insurance Reference Schedule 2 Clause 8.1</p>	<p>INSURANCE: (clause 8.1 Schedule 2)</p> 				

<p>Changes to Schedule 2 and additional clause/s</p>	<p>Schedule 2 of this Contract is amended as follows:</p> <p><i>Clause 13.1.c shall be deleted and replaced with:</i></p> <p>if the use or disclosure is required by law:</p> <ul style="list-style-type: none"> (a) The Supplier acknowledges that the Buyer is subject to the provisions of the Local Government Official Information and Meetings Act 1987 ("LGOIMA") and shall facilitate the Buyer's compliance with its information disclosure requirements pursuant to the LGOIMA. (b) The Supplier may mark any information "Commercial: In Confidence" which it reasonably believes may be exempt from disclosure under the LGOIMA, but acknowledges that such marking will be of indicative value only. The Supplier acknowledges that the Buyer shall be entitled to determine in its absolute discretion what information, including information marked 'Commercial: in Confidence' must be disclosed in order to comply with its obligations under the LGOIMA and may disclose such Information without consulting the Supplier. (c) Any Information held by the Supplier for the purpose of this Contract is treated as if held by the Buyer. The Supplier must, immediately on request (or within such period as the Buyer may specify), supply to the Buyer any such information specified by the Buyer to enable the Buyer to comply with its obligations under the LGOIMA, any other relevant statute, and any other reporting or disclosure requirements, and provide all other necessary assistance as reasonably requested. (d) The Supplier shall under no circumstances respond directly to any request for Information made under LGOIMA and must immediately forward any such request to the Buyer. <p><i>New clause added:</i></p> <p><i>New clause 18 added:</i></p> <p>18.0 Health and Safety at Work Act 2015 and Amendments</p> <p>The Supplier will:</p> <ul style="list-style-type: none"> (a) consult, cooperate and coordinate with the Buyer to the extent required by the Buyer to ensure that the Buyer and the Supplier will each comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to the Contract. (b) perform its, and ensure that its personnel and subcontractors, perform their, obligations under the Contract in compliance with its obligations under the Health and Safety at Work Act 2015. (c) comply with all reasonable directions of the Buyer relating to health, safety, and security. (d) report any health and safety incident, injury or near miss, or any notice issued under the Health and Safety at Work Act 2015, to the Buyer to the extent that it relates to, or affects, the Contract. <p>It shall be the responsibility of the Supplier to demonstrate to the Buyer that all practical steps are taken to ensure that employees of the Contractor and Sub-Contractor(s) are not harmed whilst working on contract works.</p> <p>It shall be the responsibility of the Supplier to demonstrate to the Buyer that all practical steps are taken to ensure that no member of the public comes to harm as a result of works carried out on, or in association with this Contract.</p> <p>18.1 Hamilton City Council Health and Safety Requirements</p> <p>The Supplier shall, as a minimum, comply with relevant Hamilton City Council health and safety policies and procedures which are available to all Suppliers at http://www.hamilton.govt.nz/our-council/health-and-safety/Pages/default.aspx</p> <p>These include, but are not limited to, requiring all:</p> <ul style="list-style-type: none"> (a) Suppliers to ensure all personnel and sub-contractors wear long sleeve shirt and long pants for all outdoor works. Sun hats required during the daylight savings period where
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the daily UV index exceeds 3. All other personal protective equipment is required as per task risk assessments or minimum site requirements.

(b) Suppliers and sub-contractors to be approved and registered on the Local Authority Contractor Pre-Qualification Database prior to undertaking any work on site. Full details of the process and costs to register with this scheme are available at <http://www.hamilton.govt.nz/our-council/health-and-safety/Pages/default.aspx> .

18.2 Health and Safety Plan

The Supplier shall submit to the Buyer for approval, at least five days before work commences on site, a detailed Health & Safety Plan. It shall include but not be limited to:

- Roles, responsibilities and contact details (mobile phone number and email address) for key staff
- Site specific risk identification and control measures
- Site entry conditions
- Details of their and all sub-contractors, registration and approval in the Local Authority Contractor Pre-Qualification Database. Details should include the Contractor, and any subcontractors, Contractor Reference Number and validity period
- Hazardous substances to be stored on site and handling procedures
- Environmental emergency procedures
- Resources to be used on site (people and plant)
- Training/qualification of workers who will be working on site
- Subcontractor management process
- Event reporting procedures to Worksafe NZ and Hamilton City Council
- Responsibilities for reporting Particular Hazardous Works to Worksafe NZ
- Occupational health and hygiene controls and monitoring procedures
- Personal protective equipment to be used on site
- Worksite safety and inspection audits
- Procedures for removal of hazardous materials (e.g. asbestos) if encountered on site
- Emergency plans specific to work on site

Approval by the Buyer of the Health and Safety Plan will not relieve the Supplier of any legal obligations required by the Health & Safety Act 2015 And Amendments and or any other act applicable to the work.

18.3 Safety Audits

The Supplier shall allow the Buyer's representatives access to the work, when requested, to enable inspection and audit of any aspect of the Buyers operations relevant to safety and the work environment.

In accordance with Hamilton City Council audit procedures, auditors have been delegated the authority to instruct the Supplier to desist activities where unsafe practices have been identified. The costs of any resulting delays to the work activities will not be borne by the Buyer.

18.4 Supplier Event Reporting

All incidents, and near hits incurred by the Supplier must be reported in writing to the Buyer detailing all aspects of the incident, WorkSafe NZ notification, non-conformance and how the situation has been rectified within 2 workings day for major events/incidents.

18.5 Health and Hygiene

The Supplier shall be responsible for administering first aid and all first aid supplies. It shall also be responsible for all medical examinations required by legislation or regulation and for the transport to and from medical providers.

The Supplier shall ensure at no time during the span of working hours any of the Suppliers, or subcontractors, staff consume any alcohol, liquor, drugs or other intoxicating substance. Suppliers, or subcontractors, employees may be required to undergo random drug and alcohol testing.

At all times the Supplier shall protect the environment including air, water, soil, animal and plant life.

Health monitoring must be carried out under the following circumstances:

If the worker carries out ongoing work using a substance hazardous to the health that needs health monitoring and there is a serious risk to the workers' health because of exposure to the substance

	<ul style="list-style-type: none">• If the worker carries out licensed asbestos removal work at a workplace and is at risk of exposure to asbestos when carrying out the work.• If the worker carries out other ongoing asbestos removal work or asbestos related work and is at risk of exposure when carrying out the work.• If the worker carries out work within the premises of the waste water treatment plant or on any reticulation site.
Attachments Reference 'Contract documents' described at Page 1	<ol style="list-style-type: none">i. APPENDIX A – Scope of Workii. APPENDIX B – Schedule of Services & Pricingiii. APPENDIX C – Offer & Value Adds <p>FOR REFERENCE ONLY:</p> <ol style="list-style-type: none">iv. Private Security Personnel and Private Investigators Act 2010v. Resource Management Act 1991vi. Open Air Burning Bylaw 2015vii. Health and Safety at Work Act 2015

Schedule 2

Standard Terms and Conditions - Services

1. Length of Contract

- 1.1 This Contract starts on the Start Date. Services must not be delivered before the Start Date.
- 1.2 This Contract ends on the End Date unless terminated earlier.

2. The Services

Both Parties' obligations

- 2.1 Both Parties agree to:
 - a. act in good faith and demonstrate honesty, integrity, openness and accountability in their dealings with each other
 - b. discuss matters affecting this Contract or the delivery of the Services, whenever necessary
 - c. notify each other immediately of any actual or anticipated issues that could:
 - i. significantly impact on the Services or the Charges
 - ii. receive media attention, and
 - d. comply with all applicable laws and regulations.

Buyer's obligations

- 2.2 The Buyer must:
 - a. provide the Supplier with any information it has reasonably requested to enable the delivery of the Services
 - b. make decisions and give approvals reasonably required by the Supplier to enable delivery of the Services. All decisions and approvals must be given within reasonable timeframes, and
 - c. pay the Supplier the Charges for the Services as long as the Supplier has delivered the Services and invoiced the Buyer, all in accordance with this Contract.

Supplier's obligations

- 2.3 The Supplier must deliver the Services:
 - a. on time and to the required performance standards or quality set out in Schedule 1 or reasonably notified by the Buyer to the Supplier from time to time
 - b. within the amounts agreed as Charges, and
 - c. with due care, skill and diligence, and to the appropriate professional standard or in accordance with good industry practice as would be expected from a leading supplier in the relevant industry.
- 2.4 The Supplier must:
 - a. ensure that its Personnel have the necessary skills, experience, training and resources to successfully deliver the Services
 - b. provide all equipment and resources necessary to deliver the Services, and

- c. comply with the *Standards of Integrity and Conduct* issued by the State Services Commission (see www.ssc.govt.nz) and any other relevant codes of conduct listed in Schedule 1 or notified by the Buyer to the Supplier from time to time.
- 2.5 Where an Approved Personnel has been authorised by the Buyer in Schedule 1, the Supplier must use the Approved Personnel in delivering the Services. The Supplier must obtain the Buyer's prior written approval if it wishes to change any Approved Personnel.
- 2.6 If the Supplier is at the Buyer's premises, the Supplier must observe the Buyer's policies and procedures, including those relating to health and safety, and security requirements. The Buyer must tell the Supplier what the relevant policies and procedures are, and either give the Supplier a copy of them or provide an internet link.
- 2.7 If the nature of the Services requires it, the Supplier will deliver Services:
 - a. in a manner that is culturally appropriate for Māori, Pacific and other ethnic or indigenous groups, and
 - b. that respects the personal privacy and dignity of all participants and stakeholders.

3. Charges and payment

Charges & invoices

- 3.1 The Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees and, where agreed, Expenses and Daily Allowances.
- 3.2 The Supplier must provide valid tax invoices for all Charges on the dates or at the times specified in Schedule 1. The Buyer has no obligation to pay the Charges set out on an invoice, which is not a valid tax invoice. A valid a tax invoice must:
 - a. clearly show all GST due
 - b. be in New Zealand currency or the currency stated in Schedule 1
 - c. be clearly marked 'Tax invoice'
 - d. contain the Supplier's name, address and GST number, if the Supplier is registered for GST
 - e. contain the Buyer's name and address and be marked for the attention of the Buyer's Contract Manager or such other person stated in Schedule 1
 - f. state the date the invoice was issued
 - g. name this Contract and provide a description of the Services supplied, including the amount of time spent in the delivery of the Services if payment is based on an Hourly Fee Rate or Daily Fee Rate
 - h. contain the Buyer's contract reference or purchase order number if there is one
 - i. state the Charges due, calculated correctly, and
 - j. be supported by GST receipts if Expenses are claimed and any other verifying documentation reasonably requested by the Buyer.

Payment

- 3.3 If the Buyer receives a valid tax invoice on or before the 3rd Business Day of the month, the Buyer must pay that tax invoice by the 20th calendar day of that month. Any valid tax invoice received after the 3rd Business Day of the month will be paid by the Buyer on the 20th calendar day of the month following the month it is received. The Buyer's obligation to pay is subject to clauses 3.2, 3.4 and 11.10.
- 3.4 If the Buyer disputes a tax invoice or any part of a tax invoice that complies with clause 3.2, the Buyer must notify the Supplier within 10 Business Days of the date of receipt of the tax invoice. The Buyer must pay the portion of the tax invoice that is not in dispute. The Buyer may withhold payment of the disputed portion until the dispute is resolved.

4. Contract management

Contract Manager

4.1 The persons named in Schedule 1 as the Contract Managers are responsible for managing the Contract, including:

- a. managing the relationship between the Parties
- b. overseeing the effective implementation of this Contract, and
- c. acting as a first point of contact for any issues that arise.

Changing the Contract Manager

4.2 If a Party changes its Contract Manager it must tell the other Party, in writing, the name and contact details of the replacement within 5 Business Days of the change.

5. Information management

Information and Records

5.1 The Supplier must:

- a. keep and maintain Records in accordance with prudent business practice and all applicable laws
- b. make sure the Records clearly identify all relevant time and Expenses incurred in providing the Services
- c. make sure the Records are easy to access, and
- d. keep the Records safe.

5.2 The Supplier must give information to the Buyer relating to the Services that the Buyer reasonably requests. All information provided by the Supplier must be in a format that is usable by the Buyer, and delivered within a reasonable time of the request.

5.3 The Supplier must co-operate with the Buyer to provide information immediately if the information is required by the Buyer to comply with an enquiry or its statutory, parliamentary, or other reporting obligations.

5.4 The Supplier must make its Records available to the Buyer during the term of the Contract and for 7 years after the End Date (unless already provided to the Buyer earlier).

5.5 The Supplier must make sure that Records provided by the Buyer or created for the Buyer, are securely managed and securely destroyed on their disposal.

Reports

5.6 The Supplier must prepare and give to the Buyer the reports stated in Schedule 1, by the due dates stated in Schedule 1.

6. The contractual relationship

Independent contractor

6.1 Nothing in this Contract constitutes a legal relationship between the Parties of partnership, joint venture, agency, or employment. The Supplier is responsible for the liability of its own, and its Personnel's, salary, wages, holiday or redundancy payments and any GST, corporate, personal and withholding taxes, ACC premiums or other levies attributable to the Supplier's business or the engagement of its Personnel.

Neither Party can represent the other

6.2 Neither Party has authority to bind or represent the other Party in any way or for any purpose.

Permission to transfer rights or obligations

6.3 The Supplier may transfer any of its rights or obligations under this Contract only if it has the Buyer's prior written approval. The Buyer will not unreasonably withhold its approval.

7. Subcontractors

Rules about subcontracting

7.1 The Supplier must not enter into a contract with someone else to deliver any part of the Services without the Buyer's prior written approval. In selecting an appropriate Subcontractor the Supplier must be able to demonstrate value for money.

The Supplier's responsibilities

7.2 The Supplier is responsible for ensuring the suitability of any Subcontractor and the Subcontractor's capability and capacity to deliver that aspect of the Services being subcontracted.

7.3 The Supplier must ensure that:

- each Subcontractor is fully aware of the Supplier's obligations under this Contract, and
- any subcontract it enters into is on terms that are consistent with this Contract.

7.4 The Supplier continues to be responsible for delivering the Services under this Contract even if aspects of the Services are subcontracted.

8. Insurance

Where insurance is a requirement

8.1 It is the Supplier's responsibility to ensure its risks of doing business are adequately covered, whether by insurance or otherwise. If required in Schedule 1, the Supplier must have the insurance specified in Schedule 1 and the Supplier must:

- take out insurance, with a reputable insurer, and maintain that insurance cover for the term of this Contract and for a period of 3 years after the End Date, and
- within 10 Business Days of a request from the Buyer provide a certificate confirming the nature of the insurance cover and proving that each policy is current.

9. Conflicts of Interest

Avoiding Conflicts of Interest

9.1 The Supplier warrants that as at the Start Date, it has no Conflict of Interest in providing the Services or entering into this Contract.

9.2 The Supplier must do its best to avoid situations that may lead to a Conflict of Interest arising.

Obligation to tell the Buyer

9.3 The Supplier must tell the Buyer immediately, and in writing, if any Conflict of Interest arises in relation to the Services or this Contract. If a Conflict of Interest does arise the Parties must discuss, agree and record in writing whether it can be managed and, if so, how it will be managed. Each Party must pay its own costs in relation to managing a Conflict of Interest.

10. Resolving disputes

Steps to resolving disputes

- 10.1 The Parties agree to use their best endeavours to resolve any dispute or difference that may arise under this Contract. The following process will apply to disputes:
 - a. a Party must notify the other if it considers a matter is in dispute
 - b. the Contract Managers will attempt to resolve the dispute through direct negotiation
 - c. if the Contract Managers have not resolved the dispute within 10 Business Days of notification, they will refer it to the Parties' senior managers for resolution, and
 - d. if the senior managers have not resolved the dispute within 10 Business Days of it being referred to them, the Parties shall refer the dispute to mediation or some other form of alternative dispute resolution.
- 10.2 If a dispute is referred to mediation, the mediation will be conducted:
 - a. by a single mediator agreed by the Parties or if they cannot agree, appointed by the Chair of LEADR NZ Inc.
 - b. on the terms of the LEADR NZ Inc. standard mediation agreement, and
 - c. at a fee to be agreed by the Parties or if they cannot agree, at a fee determined by the Chair of LEADR NZ Inc.
- 10.3 Each Party will pay its own costs of mediation or alternative dispute resolution under this clause 10.

Obligations during a dispute

- 10.4 If there is a dispute, each Party will continue to perform its obligations under this Contract as far as practical given the nature of the dispute.

Taking court action

- 10.5 Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in clause 10.1, unless court action is necessary to preserve a Party's rights.

11. Ending this Contract

Termination by the Supplier

- 11.1 The Supplier may terminate this Contract by giving 20 Business Days Notice to the Buyer, if the Buyer fails to pay Charges that are properly due, and are not in dispute under clause 3.4. The Charges must be overdue by 20 Business Days and the Supplier must have first brought this to the Buyer's attention in writing within this period.
- 11.2 At any time during the term of this Contract the Supplier may notify the Buyer that it wishes to terminate this Contract by giving 20 Business Days Notice. The Buyer will, within 20 Business Days following receipt of the Supplier's Notice, notify the Supplier whether, in its absolute discretion, it consents to the Supplier's Notice of termination. If the Buyer:
 - a. consents, the Contract will be terminated on a date that is mutually agreed between the Parties, or
 - b. does not consent, the Contract will continue in full force as if the Supplier's Notice of termination had not been given.
- 11.3 The Supplier may also terminate this Contract under clause 11.9.

Termination by the Buyer

- 11.4 The Buyer may terminate this Contract at any time by giving 20 Business Days Notice to the Supplier.
- 11.5 The Buyer may terminate this Contract immediately, by giving Notice, if the Supplier:
 - a. becomes bankrupt or insolvent
 - b. has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed
 - c. becomes subject to any form of external administration
 - d. ceases for any reason to continue in business or to deliver the Services
 - e. is unable to deliver the Services for a period of 20 Business Days or more due to an Extraordinary Event
 - f. requires the supply of Services within the period of an Extraordinary Event
 - g. is in breach of any of its obligations under this Contract and the breach cannot be remedied
 - h. repeatedly fails to perform or comply with its obligations under this Contract whether those obligations are minor or significant
 - i. does something or fails to do something that, in the Buyer's opinion, results in damage to the Buyer's reputation or business
 - j. has a Conflict of Interest that in the Buyer's opinion is so material as to impact adversely on the delivery of the Services or the Buyer, or
 - k. provides information to the Buyer that is misleading or inaccurate in any material respect.

Termination by a Party if a breach has not been remedied

- 11.6 If a Party fails to meet the requirements of this Contract (defaulting Party) and the other Party (non-defaulting Party) reasonably believes that the failure can be remedied, the non-defaulting Party must give a Notice (default Notice) to the defaulting Party.
- 11.7 A default Notice must state:
 - a. the nature of the failure
 - b. what is required to remedy it, and
 - c. the time and date by which it must be remedied.
- 11.8 The period allowed to remedy the failure must be reasonable given the nature of the failure.
- 11.9 If the defaulting Party does not remedy the failure as required by the default Notice, the non-defaulting Party may terminate this Contract immediately by giving a further Notice.
- 11.10 If the Buyer gives a default Notice to the Supplier, the Buyer may also do one or both of the following things:
 - a. withhold any payment of Fees due until the failure is remedied as required by the default Notice, and or
 - b. if the failure is not remedied as required by the default Notice, deduct a reasonable amount from any Fees due to reflect the reduced value of the Services to the Buyer.

Supplier's obligations on termination or expiry of this Contract

- 11.11 On giving or receiving a Notice of termination, the Supplier must:
 - a. stop providing the Services
 - b. comply with any conditions contained in the Notice, and

- c. immediately do everything reasonably possible to reduce its losses, costs and expenses arising from the termination of this Contract.

11.12 On termination or expiry of this Contract, the Supplier must, if requested by the Buyer, immediately return or securely destroy all Confidential Information and other material or property belonging to the Buyer.

Consequences of termination or expiry of this Contract

11.13 The termination or expiry of this Contract does not affect those rights of each Party which:

- a. accrued prior to the time of termination or End Date, or
- b. relate to any breach or failure to perform an obligation under this Contract that arose prior to the time of termination or End Date.

11.14 If this Contract is terminated the Buyer:

- a. will only be liable to pay Charges that were due for Services delivered before the effective date of termination, and
- b. may recover from the Supplier or set off against sums due to the Supplier, any Charges paid in advance that have not been incurred.

Handing over the Services on termination or expiry of this Contract

11.15 The Supplier will, within 10 Business Days of the End Date, provide all reasonable assistance and cooperation necessary to facilitate a smooth handover of the Services to the Buyer or any person appointed by the Buyer.

11.16 If the Parties agree, the Supplier will provide additional assistance to support any replacement supplier to deliver the Services. This support may be for a period of up to 3 months from the date of termination and at a reasonable fee to be agreed between the Parties, based on the Fees and Expenses stated in this Contract.

12. Intellectual Property Rights

Ownership of Intellectual Property Rights

12.1 Pre-existing Intellectual Property Rights remain the property of their current owner.

12.2 New Intellectual Property Rights in the Deliverables become the property of the Buyer when they are created.

12.3 The Supplier grants to the Buyer a perpetual, non-exclusive, worldwide and royalty-free licence to use, for any purpose, all Intellectual Property Rights in the Deliverables that are not owned by the Buyer. This licence includes the right to use, copy, modify and distribute the Deliverables.

Supplier indemnity

12.4 The Supplier warrants that it is legally entitled to do the things stated in clause 12.3 with the Intellectual Property Rights in the Deliverables.

12.5 The Supplier warrants that Pre-existing and New Intellectual Property Rights provided by the Supplier and incorporated in the Services and Deliverables do not infringe the Intellectual Property Rights of any third party.

12.6 The Supplier indemnifies the Buyer in respect of any expenses, damage or liability incurred by the Buyer in connection with any third party claim that the delivery of the Services or Deliverables to the Buyer or the Buyer's use of them, infringes a third party's rights. This indemnity is not subject to any limitation or cap on liability that may be stated elsewhere in this Contract.

13. Confidential Information

Protection of Confidential Information

13.1 Each Party confirms that it has adequate security measures to safeguard the other Party's Confidential Information from unauthorised access or use by third parties, and that it will not use or disclose the other Party's Confidential Information to any person or organisation other than:

- a. to the extent that use or disclosure is necessary for the purposes of providing the Deliverables or Services or in the case of the Buyer using the Deliverables or Services
- b. if the other Party gives prior written approval to the use or disclosure
- c. if the use or disclosure is required by law (including under the Official Information Act 1982), Ministers or parliamentary convention, or
- d. in relation to disclosure, if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.

Obligation to inform staff

13.2 Each Party will ensure that its Personnel:

- a. are aware of the confidentiality obligations in this Contract, and
- b. do not use or disclose any of the other Party's Confidential Information except as allowed by this Contract.

14. Notices

Delivery of Notices

14.1 All Notices to a Party must be delivered by hand or sent by post, courier, fax or email to that Party's address for Notices stated in Schedule 1.

14.2 Notices must be signed or in the case of email sent by the appropriate manager or person having authority to do so.

Receipt of Notices

14.3 A Notice will be considered to be received:

- a. if delivered by hand, on the date it is delivered
- b. if sent by post within New Zealand, on the 3rd Business Day after the date it was sent
- c. if sent by post internationally, on the 7th Business Day after the date it was sent
- d. if sent by courier, on the date it is delivered
- e. if sent by fax, on the sender receiving a fax machine report that it has been successfully sent, or
- f. if sent by email, at the time the email enters the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error.

14.4 A Notice received after 5pm on a Business Day or on a day that is not a Business Day will be considered to be received on the next Business Day.

15. Extraordinary Events

No fault if failure due to an Extraordinary Event

15.1 Neither Party will be liable to the other for any failure to perform its obligations under this Contract where the failure is due to an Extraordinary Event.

Obligations of the affected Party

15.2 A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The Notice must state:

- the nature of the circumstances giving rise to the Extraordinary Event
- the extent of that Party's inability to perform under this Contract
- the likely duration of that non-performance, and
- what steps are being taken to minimise the impact of the Extraordinary Event on the delivery of Services.

Alternative arrangements requiring immediate termination

15.3 If the Buyer, acting reasonably, requires the Services to be supplied during the period affected by an Extraordinary Event, then despite clause 15.4, the Buyer may terminate this Contract immediately by giving Notice.

Termination of Contract

15.4 If a Party is unable to perform any obligations under this Contract for 20 Business Days or more due to an Extraordinary Event, the other Party may terminate this Contract immediately by giving Notice.

16. General

Changes to this Contract

16.1 Any change to this Contract is called a Variation. A Variation must be agreed by both Parties and recorded:

- in writing and signed by both Parties, or
- through an exchange of emails where the authors have delegated authority to approve the Variation.

This is the entire Contract

16.2 This Contract, including any Variation, records everything agreed between the Parties relating to the Services. It replaces any previous communications, negotiations, arrangements or agreements that the Parties had with each other relating to the Services before this Contract was signed, whether they were verbal or in writing.

Waiver

16.3 If a Party breaches this Contract and the other Party does not immediately enforce its rights resulting from the breach that:

- does not mean that the Party in breach is released or excused from its obligation to perform the obligation at the time or in the future, and
- does not prevent the other Party from exercising its rights resulting from the breach at a later time.

New Zealand law, currency and time

16.4 This Contract will be governed and interpreted in accordance with the laws of New Zealand. All money is in New Zealand dollars, unless Schedule 1 specifies a different currency. Dates and times are New Zealand time.

Publication of information about this Contract

- 16.5 The Supplier may disclose the existence of this Contract but must obtain the Buyer's prior written approval before making reference to the Buyer or this Contract in its publications, public statements, promotional material or promotional activities about this Contract.
- 16.6 Each Party undertakes not to post on websites or social networking sites and not to publicly display objectionable or derogatory comments about the Services, this Contract, each other or any of its Personnel and to ensure that its Personnel do not do so.

Signing the Contract

- 16.7 The date of execution is date this Contract is signed. This Contract is properly signed if each Party signs the same copy, or separate identical copies, of Page 1. If this Contract is signed on two separate dates or separate copies are signed, the date of execution is the later of the two dates. Where separate copies are signed the signed copy can be the original document, or a faxed or emailed copy.

No poaching

- 16.8 During the term of this Contract and for a period of 6 months after the End Date neither Party shall, without the other's written consent, deliberately solicit for employment or hire any person who is or has been employed by the other and involved in the delivery of the Services. This does not apply where a person has responded to a legitimate advertisement.

Clauses that remain in force

- 16.9 The clauses that by their nature should remain in force on expiry or termination of this Contract do so, including clauses 5 (Information management), 8 (Insurance), 10 (Resolving disputes), 11 (Ending this Contract), 12 (Intellectual Property Rights), 13 (Confidential Information), 16 (General) and 17 (Definitions).

Precedence

- 16.10 If there is any conflict or difference between the documents forming this Contract (as stated on Page 1) then the order of precedence is:
 - a. a Variation agreed between the Parties under clause 16.1
 - b. Schedule 1
 - c. any Attachment to Schedule 1
 - d. Schedule 2.

17. Definitions

- 17.1 When used in this Contract the following terms have the meaning beside them:

Attachment Any supplementary document named in Schedule 1 as an Attachment to this Contract.

Approved Personnel A person who is engaged by the Supplier to deliver the Services and is named in Schedule 1. The Supplier must use this person in the delivery of the Services and cannot change them without first obtaining the Buyer's written approval.

Business Day A day when most businesses are open for business in New Zealand. It excludes Saturday, Sunday, and public holidays. A Business Day starts at 8.30am and ends at 5pm.

Buyer The Buyer is the purchaser of the Services and is named as the Buyer on page 1 of this Contract for the purposes of this Contract.

Charges The total amount payable by the Buyer to the Supplier as stated in Schedule 1. The Supplier's Charges include Fees and any Expenses and Daily Allowances stated in Schedule 1. Charges are payable on successful delivery of the Services provided a valid tax invoice has been submitted.

Confidential Information Information that:

- a. is by its nature confidential
- b. is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence'
- c. is provided by either Party or a third party 'in confidence'

- d. either Party knows or ought to know is confidential, or
- e. is of a sensitive nature or commercially sensitive to either Party.

Conflict of Interest A Conflict of Interest arises if a Party or its Personnel's personal or business interests or obligations do or could conflict or be perceived to conflict with its obligations under this Contract. It means that its independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:

- a. actual: where the conflict currently exists
- b. potential: where the conflict is about to happen or could happen, or
- c. perceived: where other people may reasonably think that a person is compromised.

Contract The legal agreement between the Buyer and the Supplier that comprises Page 1 (the front sheet), Schedule 1, this Schedule 2, any other Schedule, and any Variation and Attachment.

Contract Manager The person named in Schedule 1 as the Contract Manager. Their responsibilities are listed in clause 4.1

Daily Allowance An allowance to cover accommodation, meals and incidentals for the Supplier's Personnel if they are required, in order to deliver the Services or to travel overnight away from their normal place of business. The amount of any Daily Allowance must be agreed to in Schedule 1. A Daily Allowance is similar to a per diem.

Daily Fee Rate If the Supplier's fee rate is expressed as a Daily Fee Rate this is the fee payable for each day spent in the delivery of Services. A day is a minimum of 8 working hours.

Deliverables A tangible output resulting from the delivery of the Services as stated in Schedule 1. A deliverable may be a document, a piece of equipment, goods, information or data stored by any means including all copies and extracts of the same.

End Date The earlier of the date this Contract is due to end as stated in Schedule 1, the date of termination as set out in a Notice of termination or any other date agreed between the Parties as the date the Contract is to end.

Expenses Any actual and reasonable out-of-pocket costs incurred by the Supplier in the delivery of the Services and agreed to in Schedule 1.

Extraordinary Event An event that is beyond the reasonable control of the Party immediately affected by the event. An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care. Examples include:

- a. acts of God, lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster
- b. acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo
- c. acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war, or
- d. contamination by radioactivity from nuclear substances or germ warfare or any other such hazardous properties.

Fees The amount payable to the Supplier for the time spent in delivery of the Services calculated on the basis stated in Schedule 1, excluding any Expenses and Daily Allowances.

GST The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.

Hourly Fee Rate If the Supplier's fee rate is expressed as an Hourly Fee Rate this is the Fee payable for each hour spent delivering the Services.

Intellectual Property Rights All Intellectual Property Rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.

Milestone A phase or stage in the delivery of Services resulting in a measurable output. Payment of Fees is usually due on the satisfactory delivery of a Milestone.

New Intellectual Property Rights Intellectual Property Rights developed after the date of this Contract and incorporated into the Deliverables.

Notice A formal or legal communication from one Party to the other that meets the requirements of clause 14.

Party The Buyer and the Supplier are each a Party to this Contract, and together are the Parties.

Personnel All individuals engaged by either Party in relation to this Contract or the delivery of Services. Examples include: the owner of the business, its directors, employees, Subcontractors, agents, external consultants, specialists, technical support and co-opted or seconded staff. It includes Approved Personnel.

Pre-existing Intellectual Property Rights Intellectual Property Rights developed before the date of this Contract. It does not cover later modifications, adaptations or additions.

Records All information and data necessary for the management of this Contract and the delivery of Services. Records include, but are not limited to, reports, invoices, letters, emails, notes of meetings, photographs and other media recordings. Records can be hard copies or soft copies stored electronically.

Services All work, tasks and Deliverables, including those stated in Schedule 1, that the Supplier must perform and deliver under this Contract.

Schedule An attachment to this Contract with the title 'Schedule'.

Start Date The date when this Contract starts as stated in Schedule 1.

Subcontractor A person, business, company or organisation contracted by the Supplier to deliver or perform part of the Supplier's obligations under this Contract.

Supplier The person, business, company or organisation named as the Supplier on page 1. It includes its Personnel, successors, and permitted assignees.

Variation A change to any aspect of this Contract that complies with clause 16.1.

APPENDIX A: Scope of Work

Council will provide

Council will provide the Security Contractor with:

- Keys, access cards and security codes where applicable;
- Appropriate site induction training as per Council format;
- Site Co-ordinator names and contact information;
- Site specific information and duty guidelines; and
- Any other information or access that may be reasonably required to enable you to fulfil your obligations under this Contract.

General Service Requirements

The Security Contractor shall provide the highest standard of professional security services at Council facilities:

The scope of this security contract includes:

- Carrying out the security services at the frequencies determined in the attached Schedules for each site;
- Providing all labour, plant, tools and safety equipment necessary to perform the security services;
- Ensuring all security staff are adequately vetted, inducted and trained prior to commencement of duties;
- Ensuring all security staff are adequately supervised and performance managed;
- Ensuring any failures of performance to the required standard is remedied as soon as possible;
- Responding to emergency call outs within required parameters;
- Providing reactive security services as required by HCC;
- Undertaking quality audits of security performance as required; and
- Providing KPI reporting as specified in the contract.
- Providing reactive security as required by Council;

2.5 Schedule of Works

Contract Security

- Contract security services at each facility are to be carried out at the frequencies stipulated in the schedule for each site (see Appendix B). All contract security services are to be covered in the fixed monthly pricing contained in the pricing schedule (Appendix B).
- Council may change the security regimen or frequency at any facility or add new facilities during the term of the Agreement. Where Council wishes to change the security regimen, or add facilities, Council will request the Security Contractor to provide a quotation for the Variation to contract cleaning. Quotes shall be a fair and reasonable alteration of price for the variations requested and shall be priced on the same methodology and rates as the original charges, without increasing overhead fees unless the variation requires additional supervisory / administrative capacity. Any changes will be incorporated into the agreement and will be limited to the remaining term on the agreement.
- Where Council wishes to accept any quotation provided by the Security Contractor, a Variation to the Agreement shall be drawn up and signed by both parties. No variation will be binding until it is signed by both parties.

Reactive Security

Reactive Security means any security requirement outside of the contracted security services, in response to an event, and should be charged out at the prevailing hourly/daily rates (as appropriate).

Patrols

Patrols are required to ensure HCC property, assets and staff are secure and safe during prescribed timeframes. This will be achieved through proactive patrolling of HCC properties and assets and encompasses all patrol definitions including: Lock-Up, Beddown, Random and Escort Patrols.

Duties will include but not be limited to:

- Ensuring that all external doors, windows, security fencing, gates and other potential points of entry are secure and remain so at HCC property and assets.
- Ensuring specified internal doors are locked and secured.
- Ensuring that lights (other than security lights) and non-essential power are switched off.
- Ensuring that all specified security lighting is in good working order and turned on.
- Ensuring that specified items of equipment such as alarms and other security devices are in good working order and turned on.
- Ensuring that any person found on HCC property or assets have a legitimate reason for being on site.
- Removing any unauthorized persons from HCC property or assets.
- Liaise with NZ Police and other emergency services when required.
- Maintain an accurate log of abnormal incidents and risk related events.
- Report significant or material incidents that affect the security of HCC property and assets.
- Arrange repairs to HCC property / assets through the HCC 24hr telephone operators to ensure continued security.
- Complete patrols within prescribed timeframes and identified durations.
- Ensure the safety and wellbeing of HCC employees at all times.
- Respond to reported incidents expediently and within the prescribed timeframes.
- Maintain a high visual presence at all times.
- Identify and report opportunities for improved service and coverage.

Static Guards

To ensure HCC property, assets and staff are secure and safe during prescribed time frames through the efficient delivery of Static Guard services. This will be achieved through an onsite guard presence.

Duties will include but not be limited to:

- Be aware of site specific requirements in relation to the operation of HCC properties and assets.
- Maintain a high visual presence at all times.
- Respond to both HCC and public enquires expediently and in a proactive manner.
- Ensuring specified internal doors are locked and secured.
- Ensuring that specified items of equipment such as alarms and other security devices are in good working order and turned on.
- Ensuring that any person found on HCC property or assets have a legitimate reason for being on site.

- Removing any unauthorized persons from HCC property or assets.
- Liaise with NZ Police and other emergency services when required.
- Maintain an accurate log of abnormal incidents and risk related events.
- Report significant or material incidents that affect the security of HCC property and assets.
- Arrange repairs to HCC property and assets to ensure continued security.
- Complete duties within prescribed timeframes and identified durations.
- Ensure the safety and wellbeing of HCC employees at all times.
- Ensure the safety and wellbeing of members of the public at all times.
- Respond to reported incidents expediently and within the prescribed timeframes.
- Identify and report opportunities for improved service and coverage.

Alarm Monitoring & Response

To ensure HCC property, assets and staff are secure and safe during prescribed time frames through the efficient delivery of Alarm Monitoring services. This will be achieved through the effective remote monitoring of alarms and other security devices, and appropriate expedient response to any activations or faults from the alarms and devices.

Duties will include but not be limited to:

- Ensuring that specified items of equipment in good working order.
- Setting of alarm within prescribed timeframes.
- Un-setting of alarm out of hours.
- System diagnostic tests.
- System faults.
- The expedient processing of all received signals 24 hours per day, 7 days per week, which would include:
 - Intruder activation.
 - Duress activation.
 - Fire / Smoke activation (where applicable)
- Respond to incidents within the prescribed time frames.
- Dispatching of security patrols and other emergency services.
- Liaison with NZ Police and other emergency services.
- Ensure wellbeing of HCC staff and public.
- Ensure security integrity of HCC property and assets.
- Arrange repairs to HCC property and assets to ensure continued security of property and assets.
- Logging and reporting of significant incidents.
- Provide documented details of response and outcome. (Incident Report)
- Provide documented activity reports as and when required by HCC.

Health and Safety Accident Reporting

- Where the security contractor staff have sustained injuries or had an accident whilst undertaking their duties, they are to advise staff in the Information Centre if it occurs during working hours, after hours this is to be advised to the Council Call Centre 07 838 6699 who will make contact with the on-call staff member.
- Interim written report within 24 hours via email to the Contract & Asset Manager
- Full written report within 1 week of the accident to the Contract & Asset Manager

Contractors Records

The contractor is required to keep records of attendance at assets as follows:

- To record the time each facility is opened, closed, attended, given mobile surveillance, or monitored by a static officer and these records are to be kept for the duration of the contract by the Contractor,
- To record "incidents" at site as these occur in accordance with approved methods in each instance and submit these the following day.
- Records from above are to be made available to Council staff within 4 hours of application when requested.
- The records from above are to be available for "audit" as required.

2.6 Security Outcomes

The Security Contractor will ensure that the guards carry out all security works according to the security schedules, response times and standards to meet the desired performance outcomes set by Council.

In the event the Security Contractor is understaffed or unable to provide the expected service, it will be the Contractor's responsibility to sub-contract such services. Such an arrangement should in no way prejudice the Council, whether in service delivery or cost.

Delivery

Any reactive or emergency response must be delivered within the timeframes indicated for each facility in Appendix A, or within a timeframe agreed between Council and the Security Contractor when notified of the event.

General/Ad Hoc requests (invoicing, quotations, queries etc) must be answered within two working days or such timeframes as agreed between the Security Contractor and Council.

Monitoring of Standards

The Contractor will be responsible for instigating and conducting quality monitoring systems and procedures as agreed with the Council to ensure the services continue to be provided in accordance with the requirements of this specification.

The Council thus requires that the security operations be regularly monitored against the Specifications, as well as against accepted industry standards of good practice and legislation.

Notwithstanding the above, the Facilities Unit reserves the right to substitute any other method of monitoring either in whole or in part if the desired outcomes are not achieved.

2.7 Security Contractor Personnel

The Contractor will, prior to engaging any staff or other personnel to carry out the obligations pursuant to this contract, satisfy HCC that such personnel are:

- a. The holders of a security guard's licence issued under Section 26 of the Private Investigators and Security Guards Act 1974; or are
- b. Employed by a person authorised under paragraph (a) above and who are

- i. The holder of a certificate of approval issued under Section 40 of the Private Investigators and Security Guards Act 1974; or
- ii. A person in respect of whom permission granted under Section 37 of that Act is in force.

The Contractor will be required to make available and require guards / officers to support Council in any legal proceedings, whether or not those proceedings are initiated by Council.

Key Personnel

Key Personnel will be included in the final contract agreement between the parties. Council shall be notified in writing of any changes to Key Personnel before such changes are made.

Security Manager

The Contractor shall provide a Security Manager able to be physically on site within 30 minutes for any afterhours call out.

The Security Manager shall have excellent written and verbal communication skills and have sufficient relevant experience in managing a contract of similar scale to ensure risks are adequately mitigated in high risk situations.

The Security Manager shall be responsible for meeting with Council Site Coordinators and Contract Manager to discuss and address any changes in service or perceived performance failures.

Security Supervisors

All assigned Security Supervisor(s) shall have good written and verbal communication skills and have sufficient relevant experience in supervising guards / officers in contract of a similar scale and service.

Security Supervisors will provide ongoing support for guards / officers on duty to ensure service delivery and employee welfare.

Site Entry and Exit Procedure

When the Security Contractors staff arrive on site for an internal patrol, they must, where applicable, sign the *Visitor's In and Out Book* noting the time of arrival and departure. Council reserves the right not to pay for work where this is not adhered to.

The Contractor is to provide detail on the methodology proposed to monitor service delivery for site patrols that do not require sign in. Council prefers that this system be electronic and able to provide auditable data related to services provided if and when required.

Any costs associated with such monitoring should be included in the quoted contract price.

Presentation

During work, officers must be courteous in all dealings with Council staff and the public. This includes, without limitation:

- Having an appropriate level of cleanliness;
- Having an appropriate standard of dress and presentation;
- Not using inappropriate language or language that may be considered offensive;
- Providing a sense of security to the occupier;
- Being approachable and courteous;

Uniform, Identification Badges & Warrants

All guards / officers must wear a uniform and photographic identification card supplied by the Security Contractor, while present at any Council facility.

All guards / officers requiring warrants to carry out their responsibilities should ensure these are carried at all times and are to be presented when requested and/or when required by Standard Operating procedures.

The Security Contractor must ensure that Council access cards and keys are returned, should an individual leave their employment.

Training

The Security Contractor shall ensure its business processes and resources are maintained at the required levels to meet HCC's needs and legislative requirements.

Prior to commencing work at any Council facility, the Security Contractor is to ensure that any new personnel are:

- fully trained in the onsite security requirements (including familiarity with the site schedules and areas),
- fully trained in Standard Operating Procedures
- fully trained in health and safety requirements and compliance (including site specific hazards impacting on how they operate in the area),
- Familiar with de-escalation techniques if required to interact with members of the public
- Qualified at levels 1, 2 or 3 as appropriate to their roles and duties
- Adequately warranted (where required) with the appropriate COA

The Security Contractor shall ensure ongoing refresher training is provided to their personnel to keep them up to date on Council requirements and legislation.

Poor Behaviour

The Council shall be at liberty to request that the Security Contractor remove forthwith from any premises, any person employed by the Security Contractor, who in the opinion of the Council has misbehaved him or herself, or is incompetent or negligent in the proper performance of his/ her duties, or whose employment is otherwise considered by the Council to be undesirable, if such behaviour or other action makes such removal defendable in light of the Labour Act. Any person so removed from the works shall be replaced as soon as practical by a competent substitute.

Pressure on Staff

The Contractor will be required to ensure that all staff perform their duties in accordance with legislation and standard operating procedure, free from any commercial or financial pressure, and not involving activities for personal gain that could adversely affect the fair and reasonable delivery of the services covered by the scope of this contract.

Independence

The Contractor shall ensure that all staff maintain an appropriate degree of impartiality and independence in delivering the services required by this contract.

The Contractor shall also ensure that their judgement is not impaired by reason of:

- Any relationship with, or financial or other interest in, any person who is subject to any outcomes from their actions in the proper discharge of their duties; and
- Any other function conferred or imposed on them.

Notification of Potential Liability

The Contractor will be required to notify HCC of any potential liability situations involving possible political, community, environmental or legal risk to HCC as a result of the investigation of any complaint.

2.8 Security

The Security Contractor will be afforded access to Council facilities in accordance with existing Council security policies and procedures.

The Security Contractor is responsible for all security clearances for all security staff, as well as any sub-contractors brought on to any Council site.

Any changes in the Security Contractor personnel must be brought to the attention of the site contact prior to the commencement date of that person.

2.9 Security Equipment

The Contractor shall be responsible for purchasing any equipment required for the carrying out of duties specified in the agreement, and shall ensure that these provide effective solutions, which ensure security staff are able to carry out their work safely and appropriately.

The Security Contractor shall keep Council apprised of any development in the industry that would make the service more efficient, effective, sustainable or cost effective, so adjustments can be made where suitable. The Contractor must however acknowledge that no additional claims would be entertained by the Council for the performance of this advisory service.

Transport

You will be responsible for providing transport, at your expense, in order to deliver any services required by this contract.

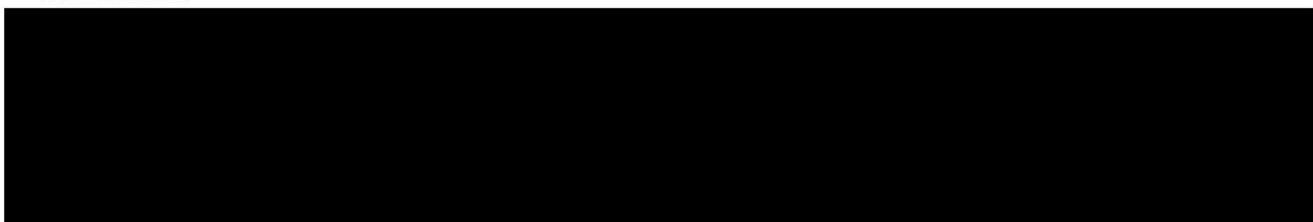
Contractor Communications

You will keep and maintain in good working order a telephone at your business location together with an answer-phone service. You will also provide a means of establishing direct communication at any time between key personnel and HCC nominated personnel.

Maintenance of Machines, Equipment and Tools

The Security Contractor shall ensure that all equipment used are in good working order at all times. The responsibility to ensure the equipment remains safe, serviceable and adequate to render the service resides with the Contractor and not the guard.

Insurance

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2.10 Transition Plan

Following award of the Contract, the Security Manager shall meet with each HCC Site Coordinator and introduce him/ herself.

The following draft plans will be submitted to Council for approval, after award but no less than four (4) weeks prior to the commencement date by the successful Respondent. The Security Contractor is expected to engage with Council whilst drafting these plans to ensure expectations are met, and transition is effective.

- Operations and Quality Plan
- Health and Safety Plan

All plans, once approved, will form part of this specification as a contractual obligation of the Security Contractor.

The Security Contractor must review the plans annually and submit the outcome of the review and any amendments to the Contract Manager for approval. The Security Contractor will meet any costs in carrying out the plan reviews.

The Contract Manager can carry out an audit of the Plans at any time.

The Contract Manager may require, at any time, the Security Contractor to make any amendments to the plans that may be reasonably required, to ensure compliance by the Security Contractor of its obligations under the Agreement

The Security Contractor shall, in the provision of the Services, implement and comply with the approved Plans.

Operations & Quality Plan

The Operations & Quality Plan should address all aspects of the Services and establish procedures for meeting the Security Contractors obligations in respect of the critical quality factors which must, without limitation include:

- A. Transitional Plan for the first eight (8) weeks to cover the transition from the incumbent Security Contractor.
- B. Organisation chart.
- C. Provide contact details for relevant staff and escalation process for issue resolution.
- D. Provide and document the process for day to day operational changes as well as emergency requests.
- E. The Security Contractor's Quality Plan, showing methodology or SOP for delivering the service at each site.
- F. Propose patrol schedules to ensure adequate coverage of all areas, properties and assets.
- G. Procedures for continuous improvement.
- H. How the Security Contractor intends to retain staff and train new staff.
- I. The procedures for maintaining a high standard for staff dress and appearance including appropriate use of the provided uniform and PPE.

Health and Safety Plan

The Health and Safety Plan will address the following at a minimum:

- A. Relevant approved Codes of Practice
- B. The Health and Safety at Work Act 2015, including but not limited to the following:
 - i. Risk Analysis/ SWMS/ JSA per site/service identifying all hazards related to the service and how the Security Supplier intends to eliminate, isolate or manage these.
 - ii. Plan for managing Health & Safety across all the sites to ensure reports are comprehensive and meaningful.
 - iii. Provisions for the safety of the Public, Council Staff, the Security Contractor Employees (particularly workers working alone).
 - iv. Identification and control of restricted areas.
 - v. Emergency procedures.
 - vi. Provision of employee training and supervision, with summary of training program content.
 - vii. Provision of documented training and competency assessment records for all staff.
 - viii. Use of safety equipment.
 - ix. Evidence of Employee awareness of consequences of breach of safety requirements.
 - x. Nominations of contact person(s) for safety related matters.
 - xi. Internal reporting procedures for accidents, incidents and near misses.
 - xii. Procedures for reporting to Council of any accidents, incidents and near misses.
 - xiii. Provision for annual Health & Safety audits.

A transition team will be established once the agreement has been signed, comprising of at least 2 representatives from each party. Individuals assigned to this team will manage the transition of services with support from other stakeholders when appropriate.

2.11 Work Orders

Scheduled work

Scheduled work will be loaded into Council's maintenance management system for the term of the contract. Unique WO#s will be generated for each schedule, each month.

Ad Hoc work

Ad hoc work will be requested in advance. Such work should not be undertaken unless the request is accompanied by a WO# generated specifically for the request.

Reactive or emergency response

Reactive or emergency response will also be managed through the work order system. It is expected that the Security Contractor will respond to any reactive requests or emergencies in line with established protocols and within the time frames agreed. Such service will be followed up by a works order by the end of the following working day.

2.12 Invoicing and Payment

Scheduled work

The Security Contractor shall submit invoices on the 20th of each month for the preceding month in accordance with the schedules provided, at the price agreed to in the contract, with all works referenced to a work order number.

Council will provide the Security Contractor with an excel template for these schedules. These completed templates shall be returned electronically along with the invoices.

Payment for work carried out in the period will be paid by the 20th of the month following receipt of the invoice, by direct credit.

Ad Hoc work

The Security Contractor may submit invoices for these services once service has been delivered.

Undisputed amounts for work carried out in the period will be paid by the 20th of the month following receipt of the invoice, by direct credit.

Reactive or emergency response

Invoices shall include itemised schedules of works conducted up to the invoice date, with all works referenced to a work order number. Council will provide the Security Contractor with an excel template for these schedules. These completed templates shall be returned electronically along with the invoices.

Undisputed amounts for work carried out in the period will be paid by the 20th of the month following receipt of the invoice, by direct credit for work carried out.

2.13 Communication

Communication

The day to day supervision of security teams at each facility is the responsibility of the Security Contractor.

Council will nominate a Site Coordinator for each facility as first point of contact for the Security Teams and Operations Manager.

The Security Contractor will provide all the necessary tools, as indicated by the Operations & Quality Plan to ensure appropriate communication between the Site Co-Ordinator and Security Staff.

Communication Escalation

Council's communication regarding the operation of this agreement and related performance shall follow the Escalation Path below.

Council Personnel	Security Contractor Personnel
Level One – Site Co-Ordinators	Level One – Guards
Level Two – Maintenance Supervisor	Level Two – Operations Manager
Level Three – Contract Manager	Level Three – Operations Manager / CEO
Level Four – Facilities Unit Manager	Level Four – CEO

The Contract Manager is responsible for overall management of the security agreement and relationship with the Security Contractor and for escalation of ongoing issues that have not been resolved at level one or two.

There shall be an executive level of management as a final point of communication only for significant unresolved issues.

Relationship Management

The Security Contractor will work in conjunction with Council in achieving agreed performance requirements. Council agrees to include appropriate accountabilities and facilitate ongoing improvements by working with the Security Contractor to promote more effective and efficient processes through the following guiding principles:

- There shall be a clear understanding of individual and collective responsibilities and accountabilities;
- Both parties shall - at all times - act towards the other in a manner conducive to the fostering of a long-term relationship characterised by trust and confidence;
- Council and the Security Contractor agree in principle to actively work together in an open, co-operative and trusting style for mutual benefit, and to achieve sustainable reductions in Council Total Cost of Ownership for the Services;
- Both parties will provide and contribute their respective expertise and skills towards the fulfilment of the Agreement;
- Employees of both parties shall be encouraged to develop and initiate innovative approaches to achieve continuous improvements in this service;
- Both parties, will behave in an ethical manner at all times;
- Performance will be monitored and reviewed on a regular basis;
- The Security Contractor is to demonstrate commitment to Council's strategies on health and safety and environmental sustainability. There is to be an emphasis on maintaining a healthy and safe working environment.
- The Security Contractor is to aspire to provide leadership and best practice in the supply of the services to Council.

Meetings with Council

The Security Contractor shall attend regular monthly operational and quarterly governance meetings. Minutes and reports to be discussed shall be sent 1 week before each meeting to facilitate constructive discussion.

Monthly Operational Meetings

Operational Meetings shall cover (as appropriate each month):

- 1. Incident Statistics
 - 1.1 Alarm activations
 - 1.2 Unauthorised access
 - 1.3 Damaged assets
 - 1.4 Noise Control Requests
 - 1.5 Wandering Stock Response
- 2. Staff
 - 2.1 Resignations/ dismissals
 - 2.2 Leave replacements
 - 2.3 Training details
 - 2.4 Special mention/ awards
- 3. Health & Safety
 - 3.1 Injuries on duty
 - 3.2 Incidents
 - 3.3 Near miss incidents
 - 3.4 Monthly safety reports
- 4. Variations and Ad Hoc Requirements
- 5. Invoice & Billing
 - 5.1 Queries regarding charges or payments
 - 5.2 Provision of statistical data regarding consumables usage across all sites
- 6. General

Monthly operational meetings shall be attended by the Security Contractor's Ops Manager and Site Co-Ordinators / Maintenance Supervisors as appropriate. Minutes of the meeting are to go to all attendees as well as the Security Manager, the Maintenance Team Leader and the Contract Manager.

This meeting may occasionally also be attended by the Contract Manager.

Quarterly Governance Meetings

Governance meetings shall cover:

- 1. Tabling the minutes of the monthly meetings held in the previous quarter.
- 2. Incident Statistics
 - 2.1 Incident Trends and emerging risks
 - 2.2 Recommendations on how to mitigate emerging risks
- 3. Staff
 - 3.1 Management issues
 - 3.2 Disciplinary or grievance hearings
 - 3.3 Summary of staff changes
- 4. Performance
 - 4.1 Security Contractor Report on performance against KPI targets
 - 4.2 Customer survey results
- 5. Variations
 - 5.1 Confirmation of variation orders
- 6. Exceptions

APPENDIX A

MODULE 1A – ASSORTED FACILITIES SERVICE DESCRIPTION

LIST OF SITES	Hamilton City - Bowling Club
Animal Care Centre	Hamilton Zoo
Beale Cottage	Municipal Pools
Duke Street Depot	Peoples Project
Enderly Park Community House	Te Rapa Sports Drome
Garden Place Car Park	Pukete Waste Water Treatment Plant
Gallagher Aquatic Centre	Waiora Water Treatment Plan
Hamilton Pools – Waterworld	

ALL SITE ALARM ACTIVATIONS – where contracted

ALARM RESPONSE	
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ALL SITE RANDOM PATROLS – where contracted

RANDOM PATROLS	<ul style="list-style-type: none"> • Confirm facilities are still secure • Unlocked buildings to be secured where possible • If building cannot be secured or if damage / theft is discovered, contractor to notify HCC Call Centre who will advise further actions
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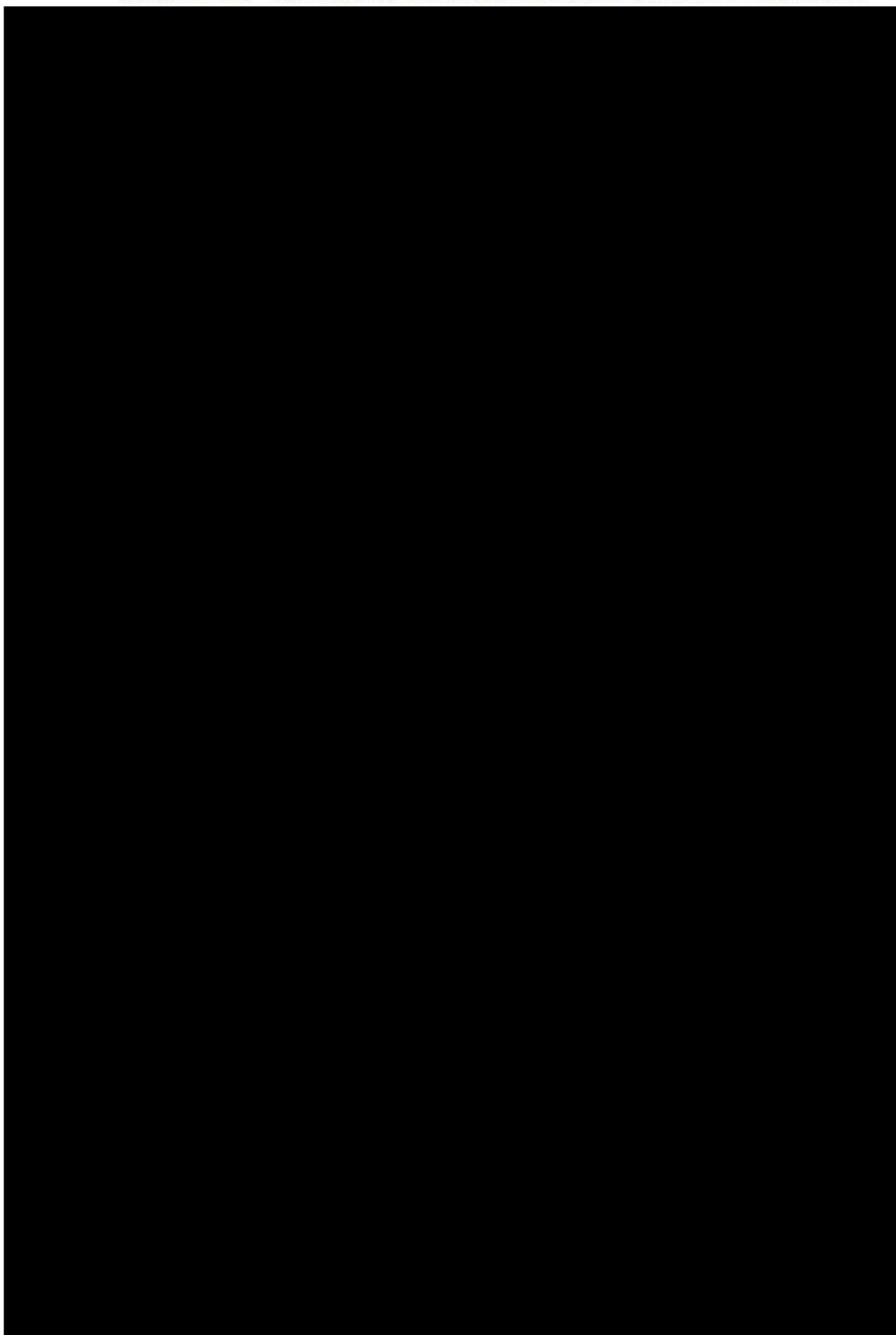
APPENDIX A

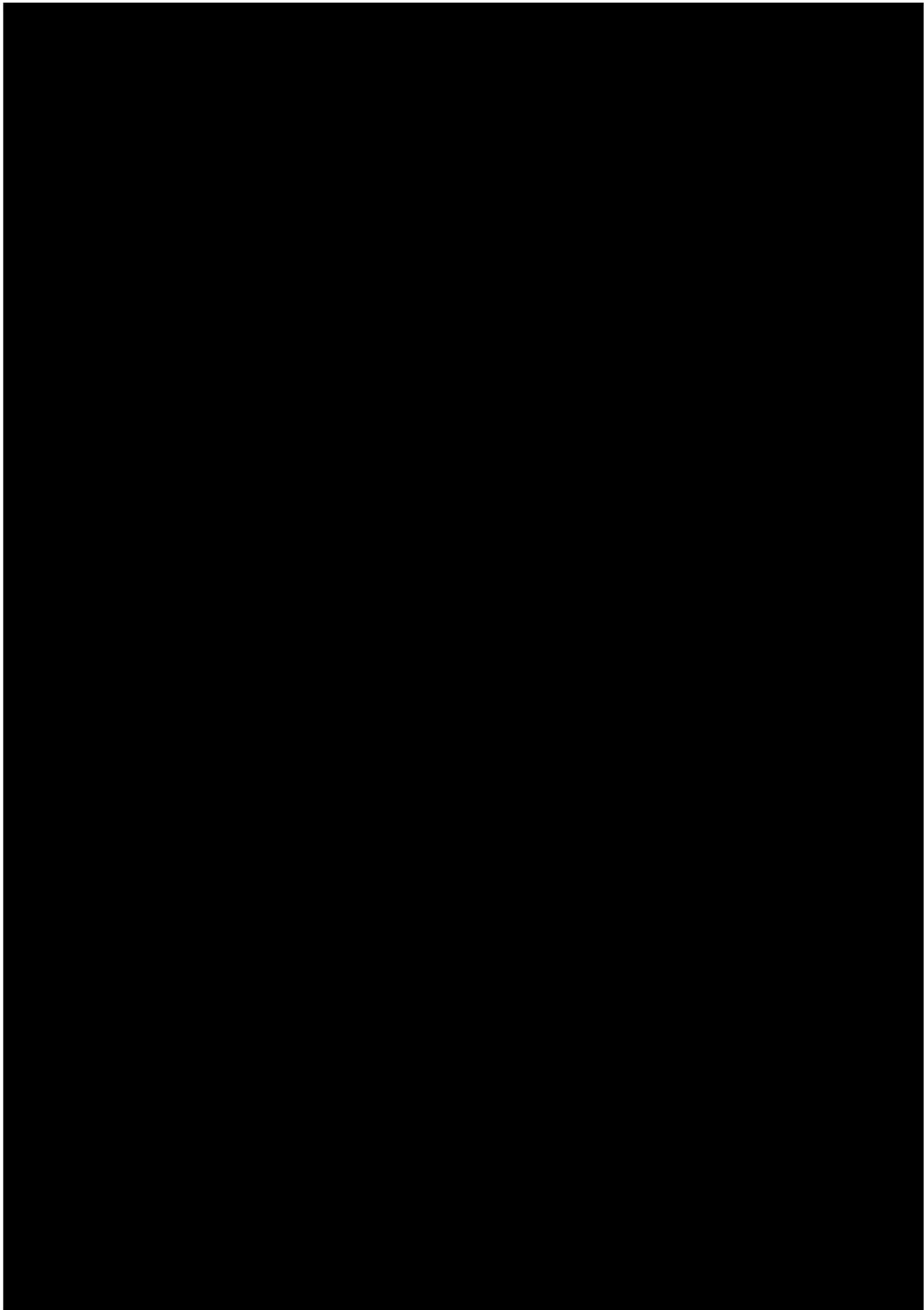
MODULE 1B – MUSEUM & ARTSPOST FACILITY SECURITY

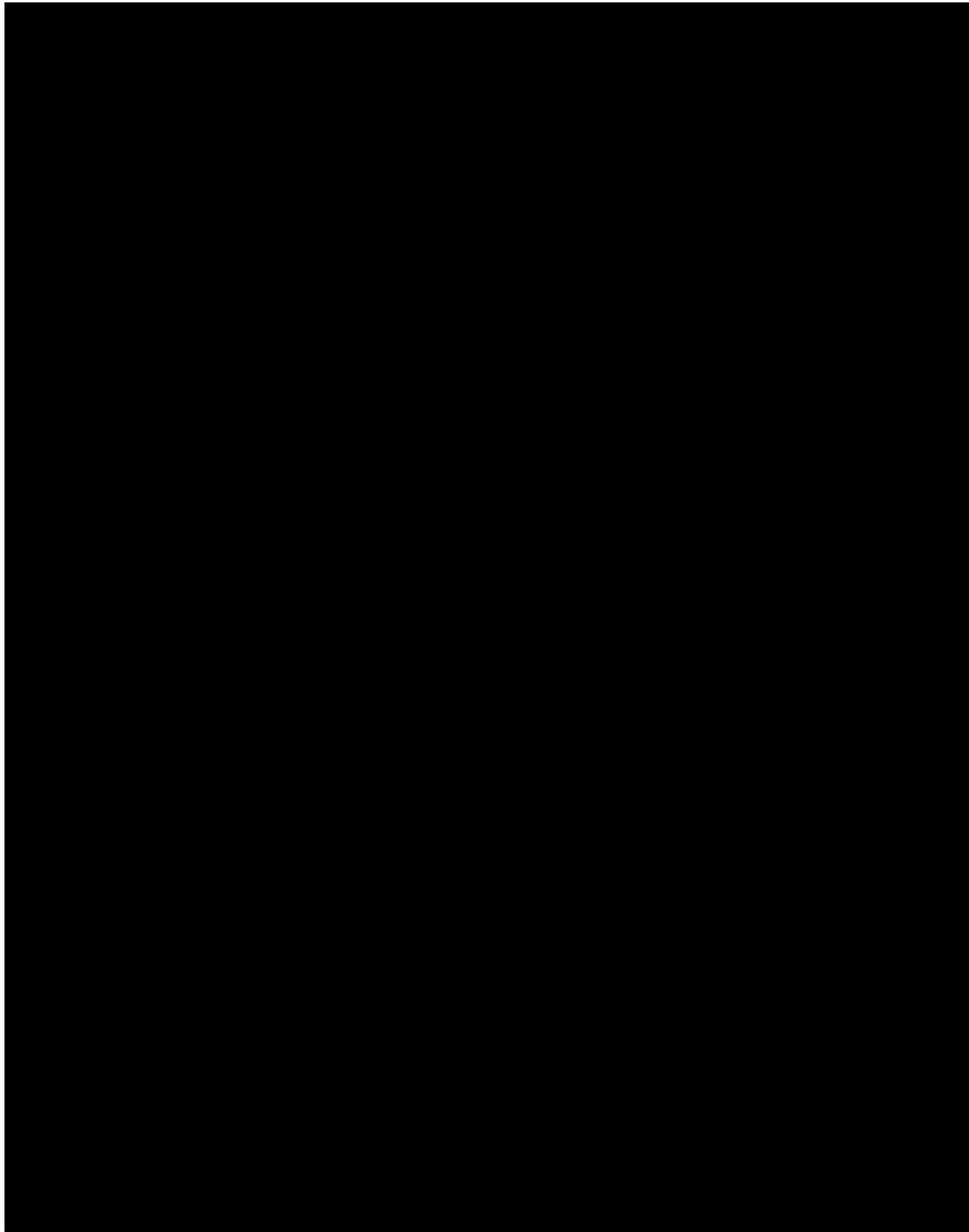
MUSEUM & ARTS POST

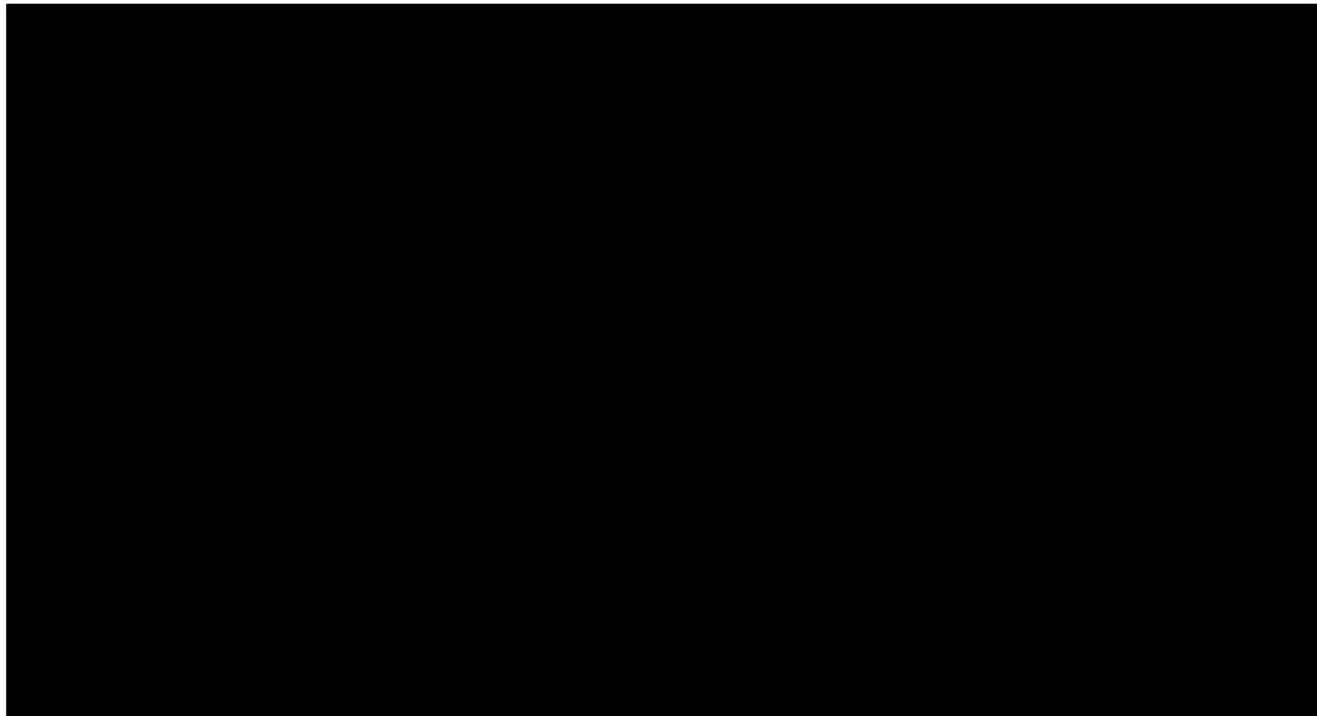
BED DOWN SERVICE: Daily 18:00	<ul style="list-style-type: none"> Check alarms have been set. Ensure all doors and windows are secure – take appropriate action when necessary.
1 NIGHT TIME PATROL: Random	<ul style="list-style-type: none"> Confirm both facilities are still secure between sunset and sunrise.
ALARM RESPONSE	<ul style="list-style-type: none"> Duress Alarm 5 minute response time at the point of incident. After Hours Security Alarm Security Provider to respond

APPENDIX A**MODULE 1C – LIBRARIES****GENERAL LIBRARY REQUIREMENTS**

APPENDIX A**MODULE 1D - MUNICIPAL BUILDING FACILITY SECURITY & SERVICE**





APPENDIX A**MODULE 1E - TRANSPORT CENTRE FACILITY SECURITY**

APPENDIX A

MODULE 1F – H3 VENUES

H3 GENERAL INFORMATION

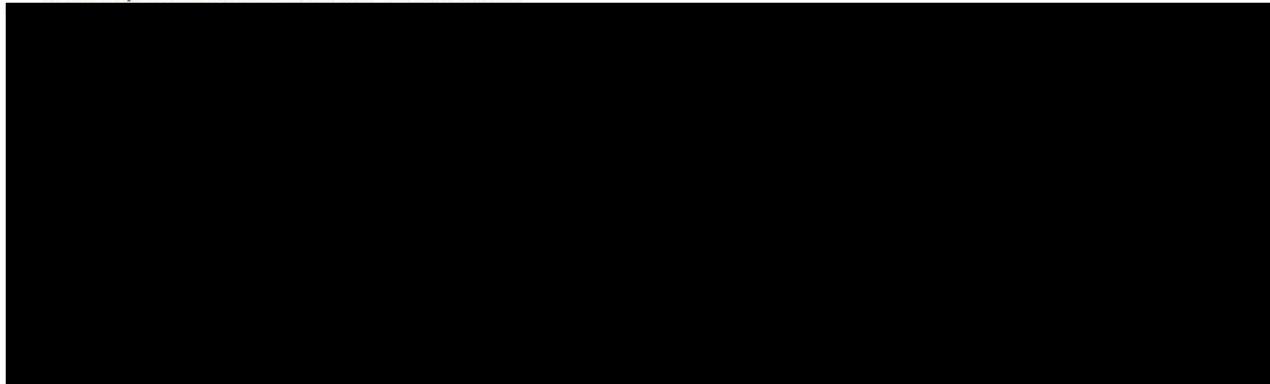
The general information applies to all H3 venues unless indicated otherwise.

CONTACT DETAILS

Claudelands Events Centre	
Andy Boulton - Venue Manager	
Michael Gilling - Event Manager	
Deane Balsom - Operations Team Leader	
H3 Headquarters - Holman Stand Ground & 1st Floor	
Claire Toko - Operations Manager	
Andy Boulton - Venue Manager	
FMG Stadium Waikato & Seddon Park	
Ben Slatter - Venue Manager	
Natalie Barrott - Event Manager	
Seddon Park - Groundsmen's Shed	
Karl Johnson - Turf Manager	
Andrew McMecking - Turf Assistant Manager	
Founders Theatre	
Richard Sutherland - Venue Manager	
Sven Ladewig - Technical Services Manager	
Shule Thomas - Event Manager	

H3 TENANTS - CONTACT DETAILS

The venues have several tenants which are listed below. All tenants and their representatives are responsible for the security of their spaces, including ensuring that all doors and windows are secured, and the security alarm is on when they leave. The Venue Manager and their staff are responsible for the security of all other areas of the venues.

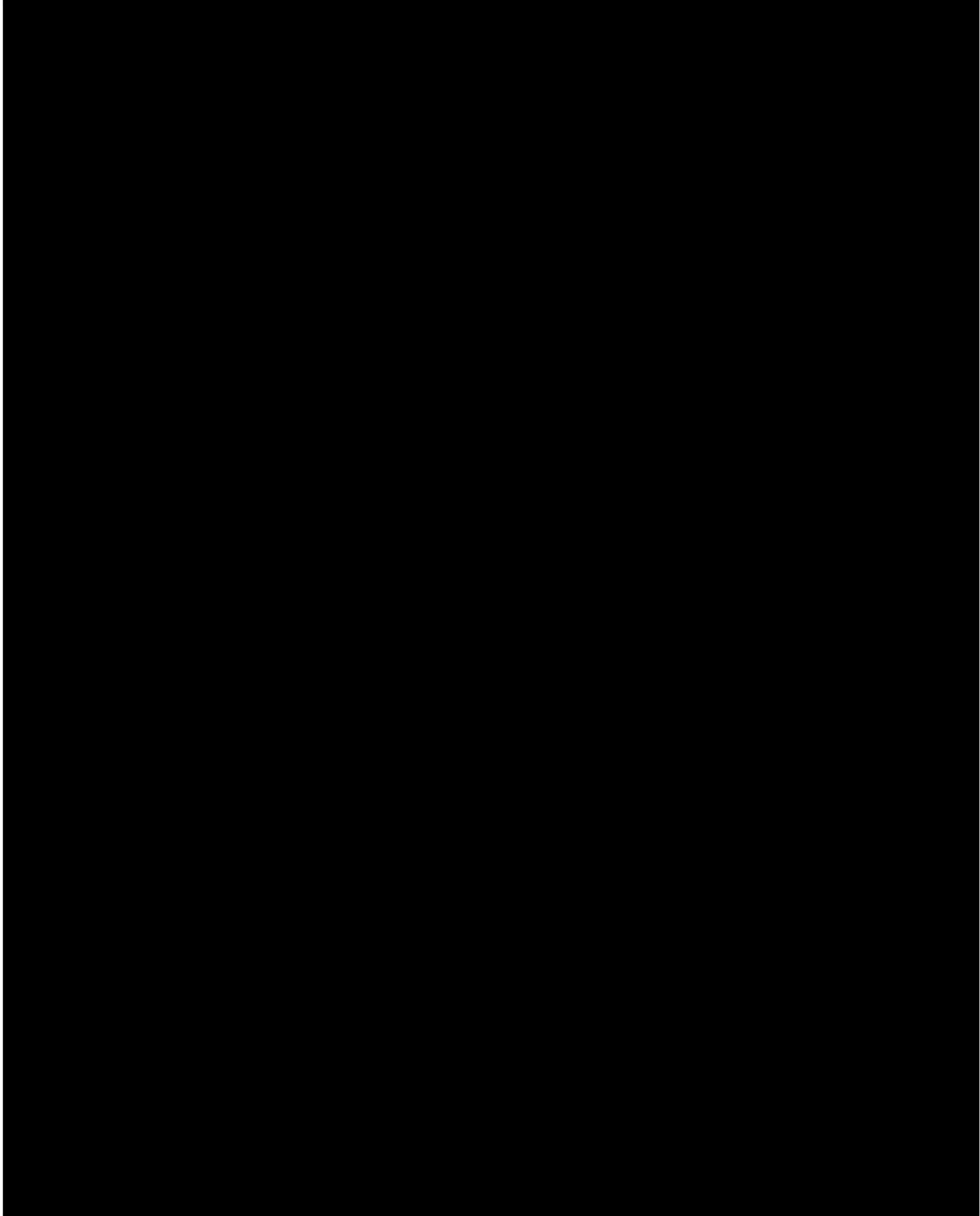


Claudelands		
Tenant	Location	
Montana Catering - Administration	Hall A & B Mezzanine	
Montana Catering - Kitchen	Ground Floor Adjacent to Heaphy Rooms	
Waikato Show	Holman Stand – 3 rd floor	
Waikato A&P Show	Holman Stand – 2 nd floor	
City Parks	Holman Stand – Gr floor (Oval Side)	

FMG Stadium Waikato		
Tenant	Location	
Montana Catering	Brian Perry Stand - Ground Floor – administration	
Montana Catering	Brian Perry Stand - Ground Floor – kitchen	
Waikato Rugby Union	Brian Perry Stand - Ground Floor - training facility and offices	
Waikato Rugby Union	Brian Perry Stand - 3rd	
Waikato Rugby Union Supporters Club	WEL Stand - Ground floor, south side	
Red Badge Group	WEL Stand- Ground floor, south side administration	
	WEL Stand -1st Floor, centre of stand - administration	
	WEL Stand -1st Floor, east end of stand - administration	

SECURITY ALARMS

The contractor is to monitor the venue alarms 24 hours a day. The contractor shall supply, install and meet all costs of any equipment necessary in their office to carry out the monitoring.



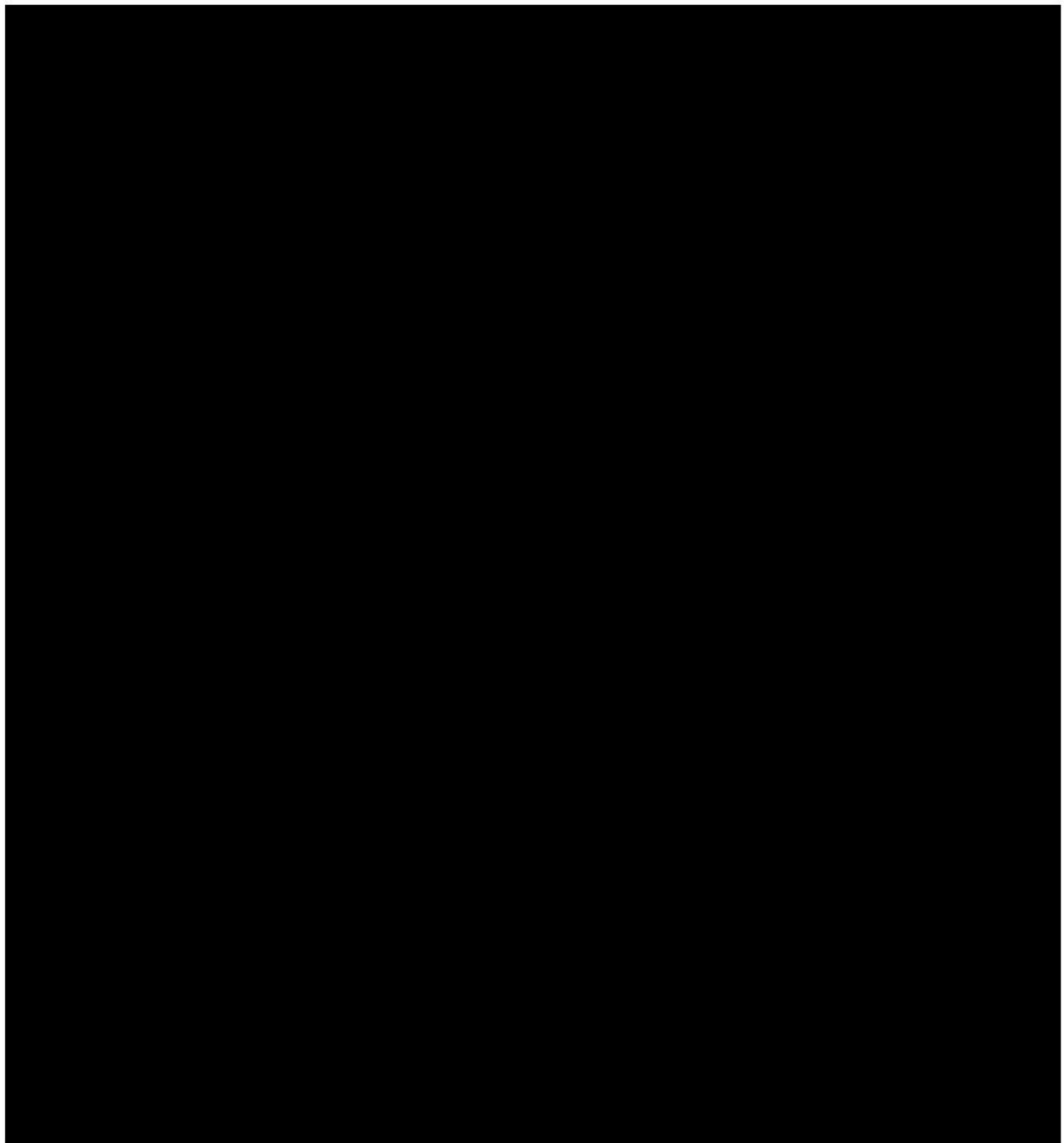
BED DOWN PATROL – TASKS

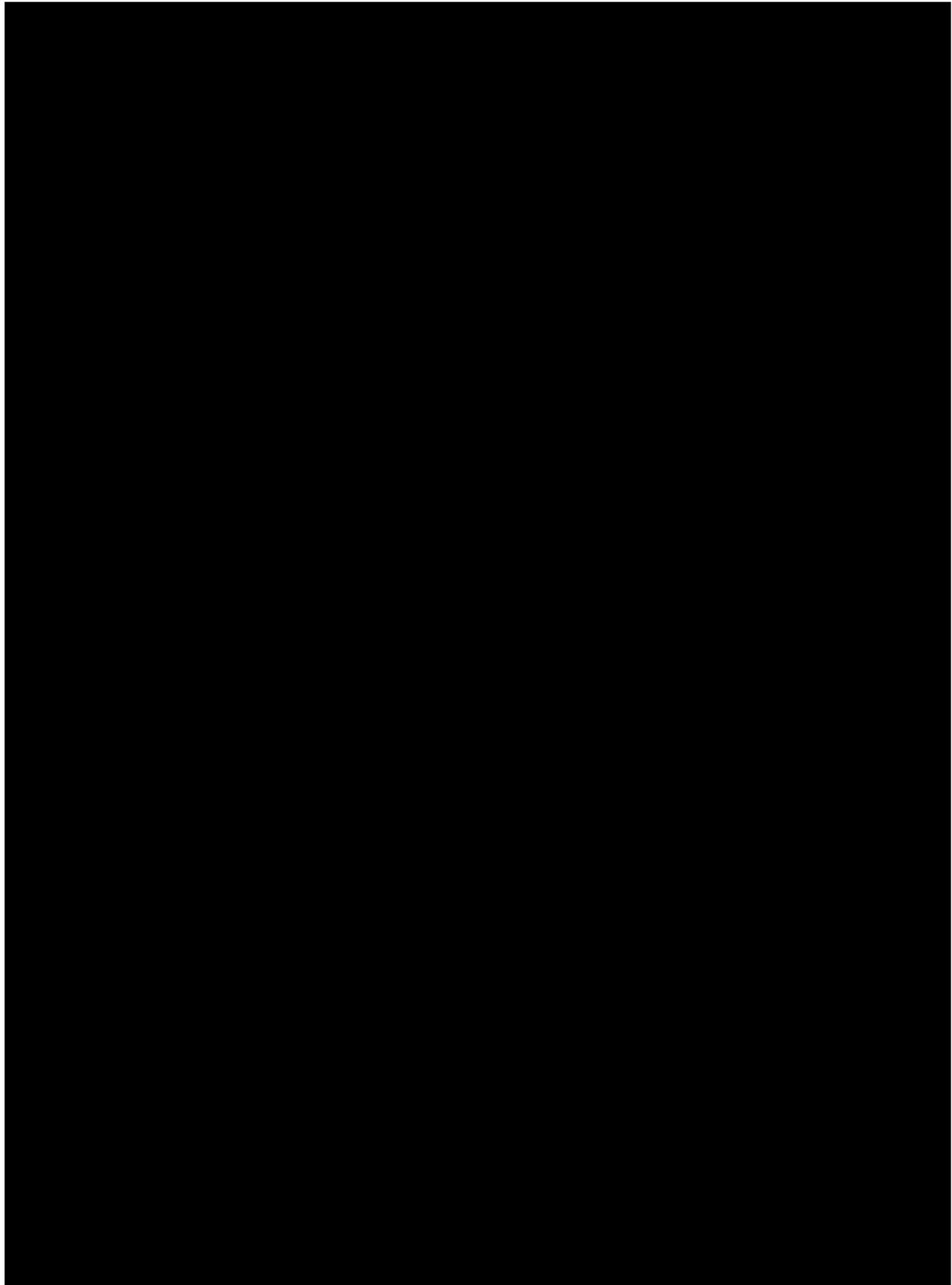
If there are people on site at the scheduled bed down time the contractor is to check with the Representative on site on expected time for their departure and their intended means of exit. The contractor is to lock all other means of exit leaving only the intended means of exit unlocked for those on site.

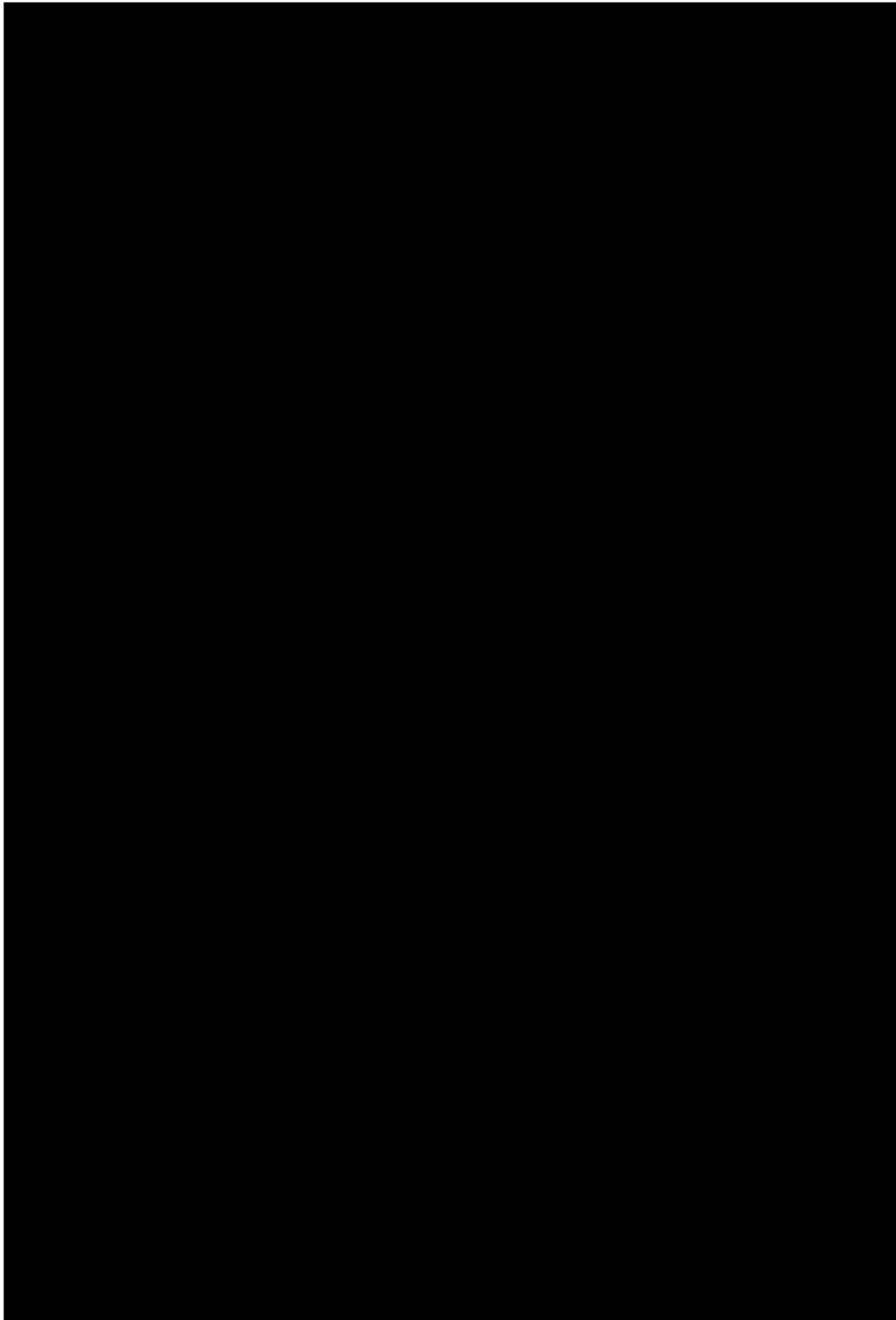
The contractor is to return to site within 20 minutes of the expected time of departure and lock all remaining gates and exit points.

If there is no Venue Representative on site, the contractor is to contact the Manager for instructions.

If unauthorised persons are found on site the contractor will remove them from site; if they refuse to leave the contractor will follow their procedures for removing persons, i.e., call for support and for police assistance if necessary.







AD HOC STATIC GUARD

The Static Guard at venues may be employed to assist with monitoring visitors and access points to the venue. H3 and venue clients may also engage alternative providers for this service. The hours worked, and location of the guard will vary according to the need.

Requirements will include:

- have an up to date and current security qualification/licence
- wear the contractors uniform with identification badge and accreditation displayed
- meet with the venue representative (e.g., event manager or turf services staff) on arrival to receive a briefing
- follow the instructions provided at the briefing
- remain at the designated location, unless otherwise instructed by the venue representative
- welcome visitors to the venue in a polite and professional manner
- ensure only authorised persons enter the venue
- answer visitor queries if possible or direct them to the appropriate person
- promote the venue in a positive way
- report unsafe situations
- report any incidents immediately to the venue representative
- take any immediate/ urgent actions to ensure public safety
- promote compliance with Bylaws
- note the registration number of any suspicious vehicles or details of any suspicious persons
- ensure no venue property is taken from the venue without authorisation
- report any criminal activity to the Police
- other duties as required

HCC require that the contractor have consistent suitably trained staff for this role, ensure staff become familiar with the venues, and because of their regular attendance they'll develop a rapport with regular users.

WORK ON REQUEST OR CALL OUT

On occasions the Manager or a Venue Representative may request a special opening or closing of a selected area which is not included in schedules.

The responder to the request or call out is to follow the direction of the Manager or Venue Representative.

Requests made to lock or unlock any area by persons other than the Manager or Venue Representative is not to be actioned unless permission has been given by the Manager or Venue Representative.

Requests made by a member of Northern District Cricket are not at the expense of HCC.

REPORTING

Description	Response Time	Contact
Emergency Security Reports – discovery of damage to a building asset which prevents it from being locked or made secure	<ul style="list-style-type: none"> Within 1 hour of discovery of occurrence, by telephone between the hours of 08:00 – 17:00, Monday to Friday Within 1 hour of discovery of occurrence via email between the hours of 07:00 – 22:00, Monday to Sunday 	<ul style="list-style-type: none"> HCC Property Manager Venue Manager
Breakage & Security Reports – damage to a building asset that is non-functional, discovery of a break-in that has been secured, graffiti	<ul style="list-style-type: none"> Within 12 hours of discovery of the occurrence if between the hours of 17:00 on Friday and 08:00 on Monday, by telephone Within 12 hours of discovery of the occurrence if between the hours of 17:00 on Friday and 08:00 on Monday, via email 	<ul style="list-style-type: none"> HCC Property Manager Venue Manager
Health & Safety Accident Report	<ul style="list-style-type: none"> Advise immediately by telephone, interim written report within 24 hours via email, full written report within 7 days Advise immediately by telephone, interim written report within 24 hours via email, full written report within 7 days 	<ul style="list-style-type: none"> HCC Property Manager Venue Manager

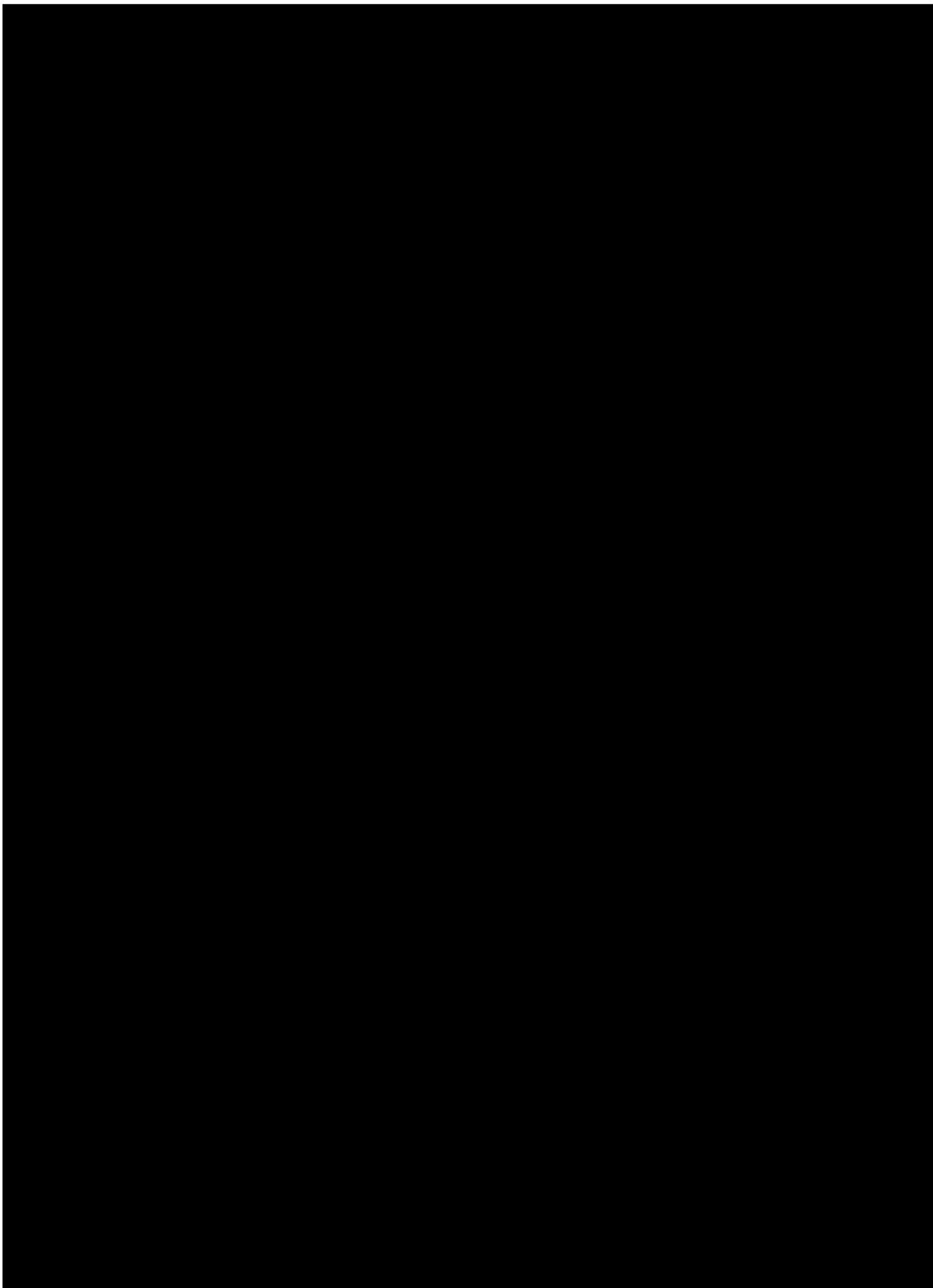
AUDIT

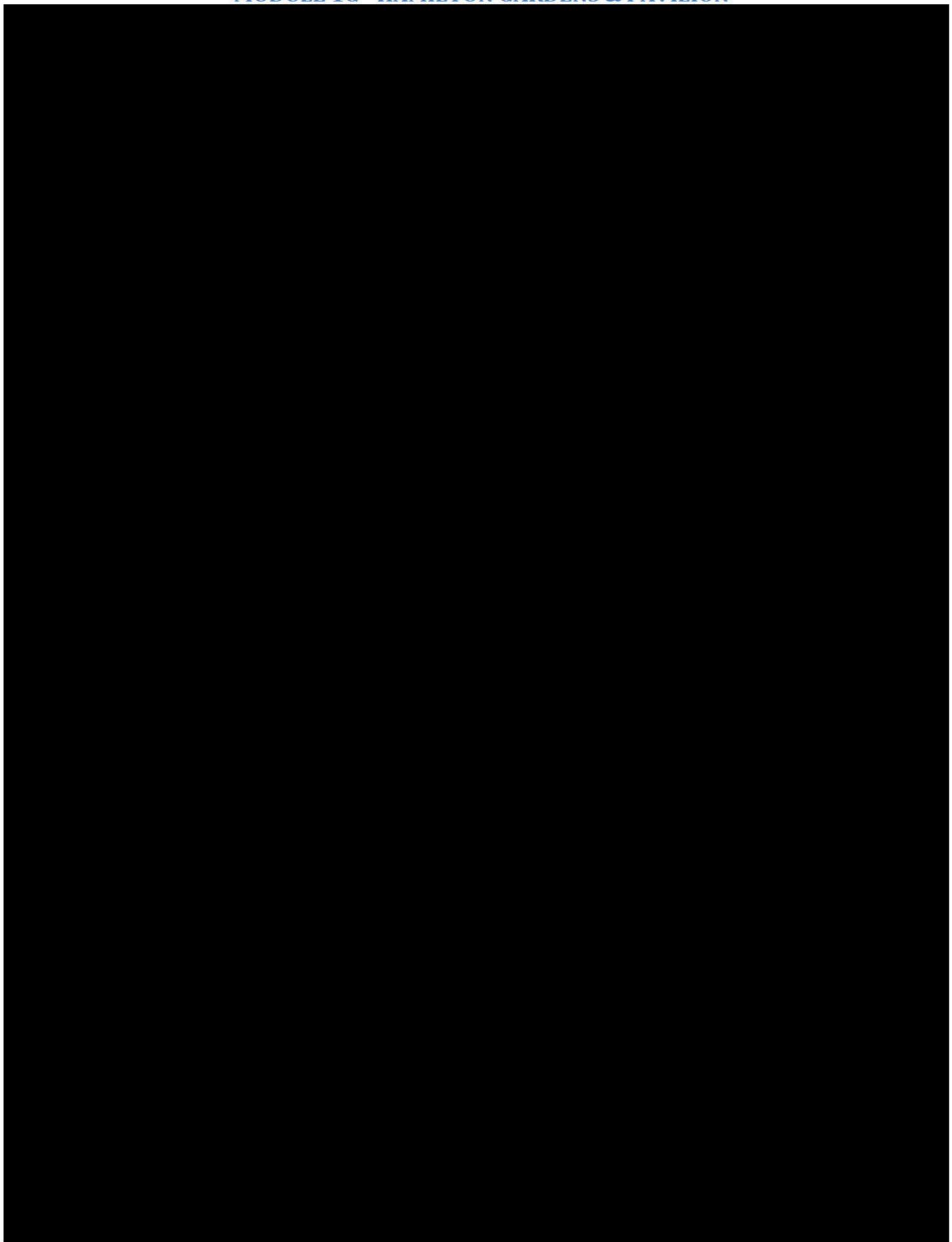
The Manager or a venue representative will carry out a site audit to verify specified times and the specification of the contract are being complied with. Where instances of non-compliance are found, the manager will advise the contractor, and a deduction in the payment for the work may be required.

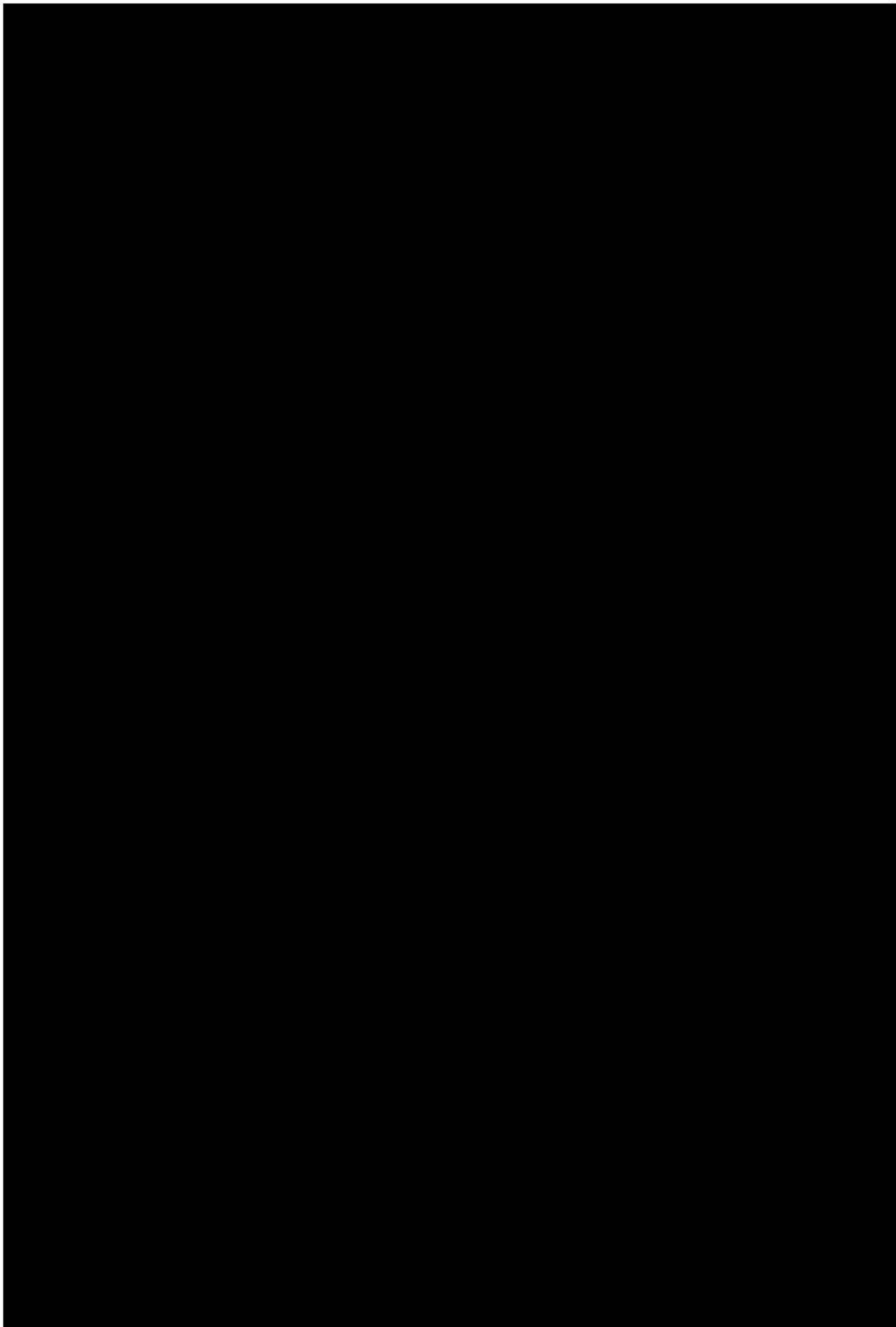
PERFORMANCE CRITERIA

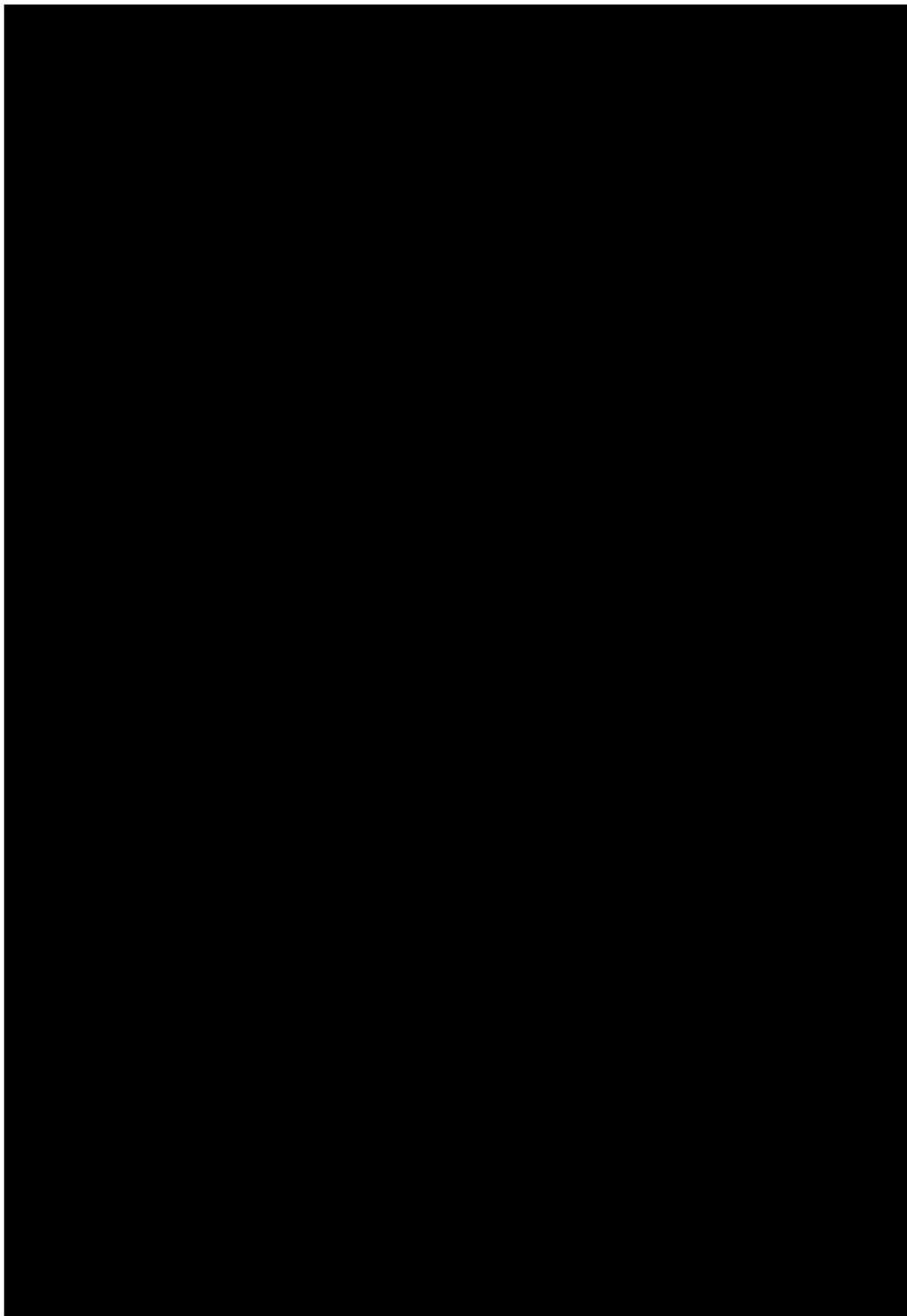
The performance of the contractor during the Contract will be assessed against the following criteria:

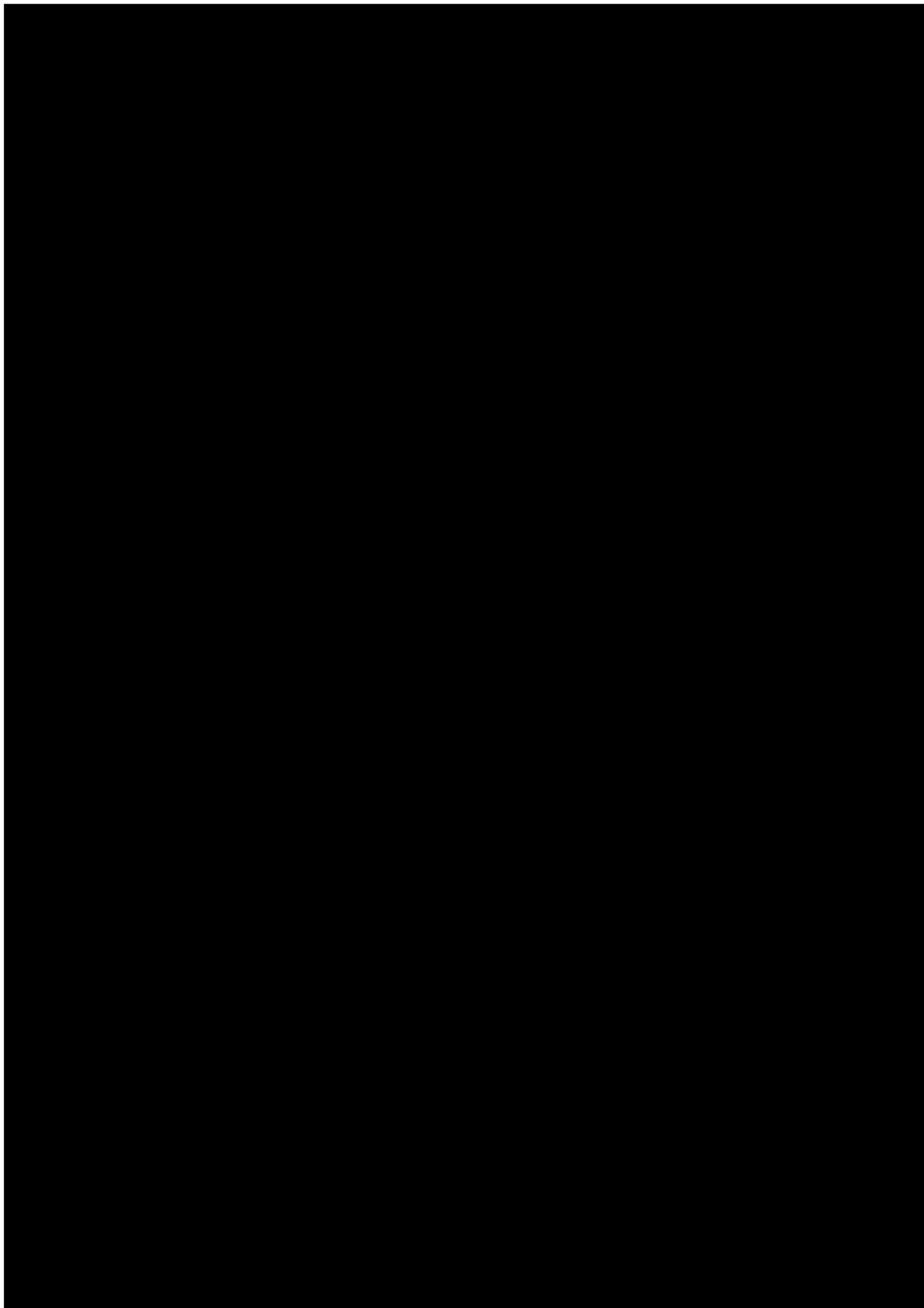
- All times for work requested are carried out at the specified times and to the specified standards
- No complaints are received by HCC on the standard of communication delivered by the contractor's staff
- That reports are accurate and submitted on time; and
- That safe work practices are used always

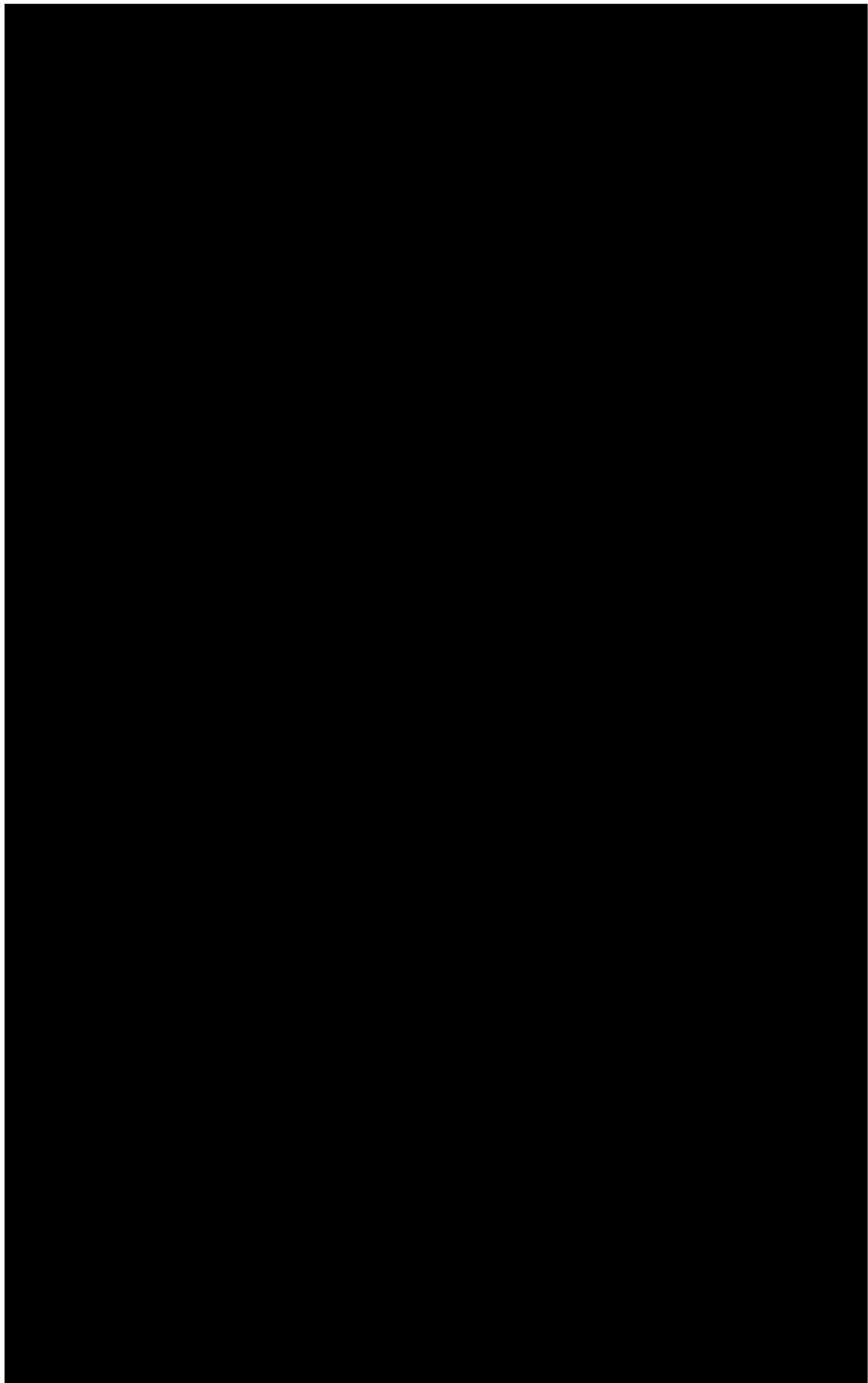
VENUE SPECIFIC INFORMATION

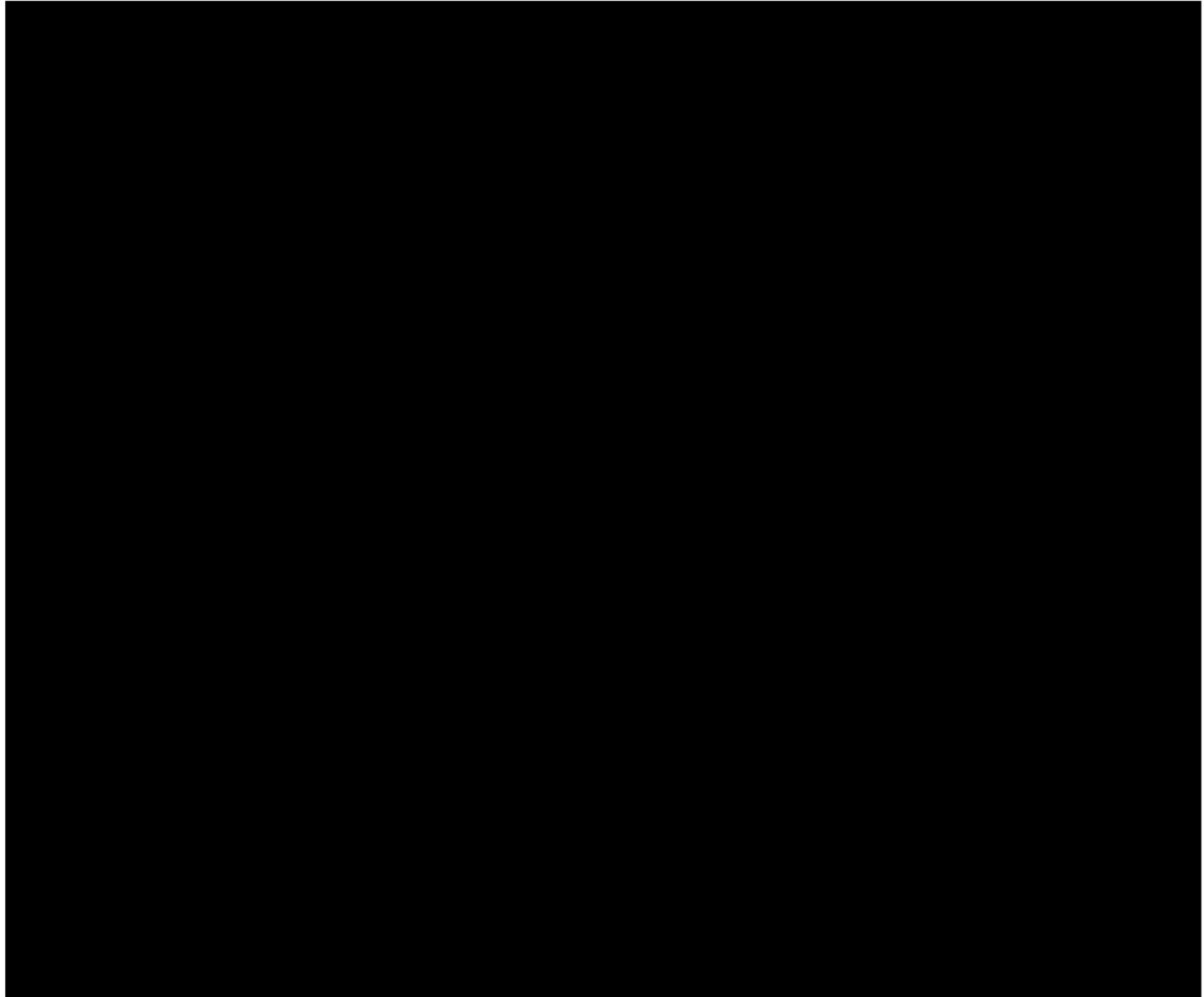
APPENDIX A**MODULE 1G - HAMILTON GARDENS & PAVILION**





APPENDIX A**MODULE 2A – 2D – PARKS, GARDENS & OPEN SPACES**





APPENDIX A**MODULE 3A – ENVIRONMENTAL SERVICES – ANIMAL WELFARE**

APPENDIX A

MODULE 3B – NOISE CONTROL & OPEN AIR BURNING

NOISE CONTROL AND OPEN AIR BURNING

Service Requirement

This requirement is for the investigation of complaints from the public in relation to:

- Excessive noise pursuant to sections 326, 327 and 328 of the Resource Management Act 1991; and
- Open air burning pursuant to the Hamilton Open Air Burning Bylaw 2015.

Definitions

"Act"	- means the Resource Management Act 1991.
"Bylaw"	- means the Hamilton Open Air Burning Bylaw 2015.
"Contracted services"	- means the Noise Control Service and the Open Air Burning Investigation Service.
"Enforcement officers"	- means both Noise Control Officer and Bylaw Enforcement Officer.
"Excessive noise"	- means excessive noise as defined in Section 326 of the Resource Management Act 1991.
"Notifiable event"	- means a notifiable event as defined in section 25 of the Health and Safety at Work Act 2015.

Scope of Noise Control Services

The Contractor will provide, on behalf of HCC and within the territorial boundaries of Hamilton City, the following services:

- Investigation of complaints in relation to noise;
- Enforcement of the provisions of the Act in situations where noise is found to be excessive (as defined in the Act).

The above services include, but are not limited to:

- Issuing verbal warnings where noise is reasonable but could be excessive under different circumstances.
- Issuing written directions or taking any other action as prescribed by procedure or by special instructions for a specified location or set of circumstances, where noise is excessive.
- Seizing property that is producing or contributing to excessive noise.

Also included in the scope of services is the following:

- Taking complaints in relation to excessive noise directly from a customer and recording them into the Council data base.
- Adding information in relation to the subsequent investigation of the complaint into the database.

Scope of Open Air Burning Investigation Services

The Contractor will provide, on behalf of HCC and within the territorial boundaries of Hamilton City, the following services:

- Investigation of complaints in relation to burning in the open air (as defined in the Bylaw);
- Intervention in situations where there is non-compliance with any of the requirements of the Bylaw.

Also included in the scope of services is the following:

- Taking complaints in relation to burning in the open air directly from a customer and recording them into the Council data base.
- Adding information in relation to the subsequent investigation of the complaint into the database.

Specification

The Contractor will deliver the required services in accordance with the current standard operating procedures developed and maintained by Council.

Council reserves the right to amend any standard operating procedure in accordance with Council's continual improvement process, in consultation with the Contractor.

Additional procedure for the Noise Control Service is provided in the Noise Control Officer's Operational Manual. Any amendments to procedure in this manual shall be made in consultation and agreement with the contractor.

Council reserves the right to reasonably modify the application of standard procedure for any particular situation, location or set of circumstances in consultation with the Contractor, provided that modification does not cause a non-compliance with the provisions of the Act or Bylaw.

Availability

The Contractor will be available to respond to complaints in relation to noise 24 hours per day seven days per week.

Resources

Contractor's Responsibility

- The Contractor will be required to provide an adequate number of Enforcement Officers to fulfil their obligations under this contract, particularly in relation to meeting specified response times.
- The Contractor will be required to provide transport, at their expense, for use by the officers in order to deliver the services required by this contract.

Council's Responsibility

- Council will ensure the Contractor is provided with the current version of the standard operating procedures and the Noise Control Officer's Operational Manual.
- Council will also be responsible for issuing warrants of appointment and supplying books of notices used in the delivery of the service.

NOISE CONTROL OFFICERS

No person is to act as a Noise Control Officer unless they hold a warrant of appointment issued by Council under Section 38(2) of the Act. Such warrant shall authorise the holder of the warrant to carry out all of the functions of an enforcement officer under Sections 327 and 328 of the Act.

A warrant of appointment will not be issued by Council for any person until Council is satisfied that the person meets the following requirements:

- The holder of a licence as a property guard issued under section 34 of the Private Security Personnel and Private Investigators Act 2010; or
- Be employed by a person authorised under paragraph (a) and who is-
 - The holder of a certificate of approval issued under Section 40 of that Act; or
 - A person in respect of whom permission granted under Section 37 of that Act is in force.
- Does not have any hearing impairment and has adequate customer interaction skills to perform the role.
- Has attended training, delivered by Council staff, in the meaning and assessment of excessive noise.
- Has attended training, delivered by the Contractor, in general procedure and in customer service.
- Has completed a period of observation (not being less than 48 hours) of an experienced Noise Control Officer in performing the role of a Noise Control Officer.

After appointment the person is to be subject to a period (not being less than 48 hours) of performing the role of a Noise Control Officer under the direct supervision of an experienced Noise Control Officer, before acting independently as a Noise Control Officer.

Note: The specified periods of observation and supervision may be reduced or waived for persons with experience as Noise Control Officers in another territorial authority.

The Contractor will be required to make available and require Noise Control Officers to support Council in any legal proceedings, whether or not those proceedings are initiated by Council.

BYLAW ENFORCEMENT OFFICERS

No person is to act as a Bylaw Enforcement Officer unless they hold a warrant of appointment issued by Council under Section 38(2) of the Act. Such warrant shall authorise the holder of the warrant to carry out all of the functions of an enforcement officer under Sections 327 and 328 of the Act.

A warrant of appointment will not be issued by Council for any person until Council is satisfied that the person meets the following requirements:

- The holder of a licence as a property guard issued under section 34 of the Private Security Personnel and Private Investigators Act 2010; or
- Be employed by a person authorised under paragraph (a) and who is-
 - The holder of a certificate of approval issued under Section 40 of that Act; or
 - A person in respect of whom permission granted under Section 37 of that Act is in force.
- Has adequate customer interaction skills to perform the role.
- Has attended training, delivered by Council staff, in the assessment of open air burning.
- Has attended training, delivered by the Contractor, in general procedure and in customer service.
- Has completed a period of observation (not being less than 48 hours) of an experienced Bylaw Enforcement Officer in performing the role of a Bylaw Enforcement Officer.

After appointment the person is to be subject to a period (not being less than 48 hours) of performing the role of a Bylaw Enforcement Officer under the direct supervision of an experienced Bylaw Enforcement Officer, before acting independently as a Bylaw Enforcement Officer.

Note: The specified periods of observation and supervision may be reduced or waived for persons with experience as a Bylaw Enforcement Officer in another territorial authority.

The Contractor will be required to make available and require Bylaw Enforcement Officers to support Council in any legal proceedings, whether or not those proceedings are initiated by Council.

Warrants of Appointment

The Contractor will be responsible for obtaining warrants of appointment from Hamilton City Council for all personnel used to carry out duties as a Noise Control Officer or a Bylaw Enforcement Officer under this contract. In relation to the Noise Control Service, the Contractor and its personnel will operate as enforcement officers under Sections 327 and 328 of the Act.

Contractor appointed staff are to carry their warrant of appointment at all times while delivering the services specified in this contract and are to produce the warrant as and when required by the standard operating procedures.

Council reserves the right to revoke the appointment of an officer as a Noise Control Officer or a Bylaw Enforcement Officer which Council reasonably considers to be unsuitable (by reason of incompetence, negligence or misconduct) to carry out the role of such an officer.

The Contractor will return warrants of appointment for any person ceasing the role of a Noise Control Officer or a Bylaw Enforcement Officer to Council as soon as practicable after the cessation of their services.

Training & Understanding of Legislation

The Contractor must have a thorough understanding of Sections 326, 327 and 328 of the Act and the Bylaw, the requirements of each officer, and the powers it provides, as Council's contractor providing noise control and open air burning enforcement services on Council's behalf.

The Contractor will be required to ensure staff are fully trained prior to commencement of duties as a Noise Control Officer and/or a Bylaw Enforcement Officer and will ensure that each officer has studied and become familiar with Sections 326, 327 and 328 of the Act and/or the provisions of the Bylaw.

Council will from time to time, conduct briefings on its interpretation of the Act and the Bylaw, and the standard operating procedures. The Contractor will ensure that all Enforcement Officers attend at least two briefings in every 12 months.

Operational Responsibilities

Noise control and Open air burning

The Contractor will ensure that Enforcement Officers record the assessment and outcome of every complaint investigated.

Noise control only

The Contractor will track excessive noise directions and maintain up-to-date information, as supplied by Council, on abatement notices currently in effect, and on any special instructions currently in effect.

The Contractor will secure and protect seized property from damage while in its care.

Seized property is to be delivered to Council on or before the working day directly after it was seized.

The Contractor will handle and store any seized items pending delivery to Council in such a manner so as to prevent marking or damage to the item. All required documentation is to be attached to the item at the time of arrival at Council.

The Contractor will be responsible for financial restitution for any loss of or damage to seized property while in its care.

Council Responsibilities

Council will ensure that it effectively intervenes in situations where:

- there is a continuing issue with the emission of noise from, or with burning in the open air at a particular location.
- a particular customer is a frequent user of one of the services and where investigations have not found any issue.

In both situations described above Council will act in accordance with the relevant standard operating procedure applying to those situations.

Notwithstanding the above, Council reserves the right to require reasonable ongoing investigations relating to a particular property or customer for a defined or undefined timeframe. This situation will primarily arise where there remains doubt about whether a particular location or customer is problematic, despite the number of investigations recorded against the location or customer.

Council will review the standard operating procedures referred to in this clause at least once annually. The review shall occur in consultation with the Contractor.

Data Entry & Reporting

The Contractor will be required to:

- Process and record into the Council database all complaints in relation to excessive noise and open air burning.
- Record all information relating to the subsequent investigation of the complaint into the Council database.

The Contractor will provide the following reports to Council at the time intervals specified below:

- Completed investigations (in a format agreed to with the Contractor) and copies of any notices issued, on or before 10:00am on the next working day.
- A comprehensive and accurate written report in situations where required by the standard operating procedure, by the end of the second working day after the time of the investigation.
- A comprehensive and accurate written report for specific investigations upon reasonable request by Council, within 48 hours of the request.
- Verbal or written communication on any issue or emerging issue in relation to any investigation, property location or customer.

Relationship Management

Key Operational Personnel from each party will be required to meet at least once weekly to discuss and resolve operational and customer issues as they arise.

Key Management Personnel from each party will be required to meet at an appointed time at or near the beginning of every month to review the previous month's overall performance and any issues arising.

In relation to the Noise Control Service, the Contractor will be required to maintain a close working relationship with the Police, a local locksmith provider and a local alarm technician provider to ensure their continuing support in the delivery of service when required.

Health & Safety

The contracted services involve remote or isolated work as defined in section 3 of the Health and Safety at Work (General Risk and Workplace Management) Regulations 2016. The Contractor will be required to develop and maintain a hazards register in relation to the contracted services and to provide a system of work that includes effective communication with workers. The hazards register will include effective control measures, including the provision of personal protective equipment where required. A copy of the hazards register will be required to be submitted to Council. The contractor will provide information, supervision, training and instruction in the control measures and in the safe use of any personal protective equipment.

The Contractor will be required to report to Council by telephone or e-mail followed by a formal report any notifiable event arising from the delivery of the contracted services as soon as practicable after the event has occurred.

The above requirement does not cause Council to assume any responsibilities the Contractor has under the Health and Safety at Work Act 2015.

Exclusion of Liability

The Contractor will be responsible for ensuring that Enforcement Officers act within the terms of their warrant of appointment and in accordance with the standard operating procedure.

Council will not be held liable for any claims of any action of the Contractor or an Enforcement Officer that has acted outside of the terms of their warrant of appointment.

Notification of Potential Liability

The Contractor will be required to notify Council of any potential liability situations involving possible political, community, environmental or legal risk to Council as a result of the investigation of any complaint.

Pressure on Staff

The Contractor will be required to ensure that the Contractor and all enforcement officers perform their duties in accordance with legislation and standard operating procedure, free from any commercial or financial pressure, and not involving activities for personal gain that could adversely affect the fair and reasonable delivery of the services covered by the scope of this contract.

Confidentiality

The Contractor shall ensure that the Contractor and all enforcement officers maintain the confidentiality of information obtained during the course of performing their duties under this contract, except where this would conflict with legislation.

Independence

The Contractor shall ensure that the Contractor and all enforcement officers maintain an appropriate degree of impartiality and independence in delivering the services required by this contract.

The Contractor shall also ensure that their judgement is not impaired by reason of:

- Any relationship with, or financial or other interest in, any person who is subject to any outcomes from their actions in the proper discharge of their duties; and
- Any other function conferred or imposed on them.

Public Requests for Service & Media

The Contractor shall advise Council's key representative of any public requests for service (in relation to any matters) that is outside of the scope of the standard operating procedure and inform the requestor of the process.

The Contractor shall not communicate or provide information in response to any request to do so by media personnel and shall advise Council of any such request.

Creation of Supply Contract

Requests for services will be made through HCC and will be handled by issuing a retrospective purchase order.

Pricing

The cost of service should be quoted as a fixed annual sum for each year over the term of the contract, subject to the following:

- The annual sum shall be paid by monthly instalments.
- Each monthly instalment shall be the total cost divided by 12 minus any discount that may apply (calculated as detailed below).
- The annual sum shall be reviewed on an annual basis and shall be renegotiated where the number of investigations for any one year is below 5,400 or is above 6,600.
(Note: This is based on 6,000 investigations plus or minus 10%).

Service Levels & KPIs

Target:

The Contractor will be required to endeavour to respond to all complaints within a 30 minute timeframe, as there is a high correlation between response time and a favourable outcome of the investigation.

However, Council recognises that this is not achievable all the time given that the delivery of the service itself (e.g. seizures) can sometimes impede the response to other complaints pending investigation at the time.

A Service Level Agreement with appropriate KPIs and penalties will be negotiated with the successful Contractor during the contracting process.

APPENDIX B
SCHEDULED SERVICES PRICING SUMMARY

MODULE	AREA / TASK	ANNUAL FEE excl GST	MONTHLY FEE excl GST
MODULE 1A - E	FACILITES		
MODULE 1F	H3 GROUP		
MODULE 1G	HAMILTON GARDENS		
MODULE 2A	PARKS DAILY UNLOCKS		
MODULE 2B	PARKS DAILY LOCKS		
MODULE 2C	PARKS HOLIDAY UNLOCKS		
MODULE 2D	PARKS HOLIDAY LOCKS		
MODULE 3	ENVIRONMENTAL		
TOTAL ANNUAL SUM			

APPENDIX B

MODULE 1A - 1E	FACILITIES										
WD = WEEKDAYS											
SAT = SATURDAYS											
SUN = SUNDAYS											
PH = PUBLIC HOLIDAYS											
RQ = REQUEST											
Site	Duties	Frequency / Times	WD	SAT	SUN	PH	RQ	Service Unit	Services per Annum	Unit Rate excl GST	Annual Cost excl GST
ANIMAL CARE CENTRE MODULE 1A	Alarm Monitoring	7 Days 24 Hours	Y	Y	Y	Y		monthly			
	Patrols	1 x Patrols Per Night (EXT)	Y	Y	Y	Y		per patrol			
	Alarm Response	As Required					Y	per response			
BEALE COTTAGE MODULE 1A	Alarm Monitoring	7 Days 24 Hours	Y	Y	Y	Y		monthly			
	Alarm Response	As Required					Y	per response			
DUKE STREET DEPOT MODULE 1A	Alarm Monitoring	7 Days 24 Hours	Y	Y	Y	Y		monthly			
	Patrols	1 x Patrol Per Night (Int Ext)	Y	Y	Y	Y		per patrol			
	Patrols	1 x Patrol Per Day		Y	Y	Y		per patrol			
	Alarm Response	As Required					Y	per response			
ENDERLY PARK COMMUNITY HOUSE MODULE 1A	Alarm Monitoring	7 Days 24 Hours	Y	Y	Y	Y		monthly			
	Patrols	1 x Patrol Per Night (Int Ext)	Y	Y	Y	Y		per patrol			
	Patrols	2 x Patrol Per Night (Ext)	Y	Y	Y	Y		per patrol			
	Alarm Response	As Required					Y	per response			
GARDEN PLACE CARPARK MODULE 1A	Patrols	1 x Patrol Per Night (Int/Ext)	Y	Y	Y	Y		per patrol			
	Patrols	1 x Patrol Per Night (Int/Ext)	Y	Y	Y	Y		per patrol			
	Alarm Response	As Required					Y	per response			
GALLAGHER AQUATIC CENTRE MODULE 1A	Alarm Monitoring	7 Days 24 Hours	Y	Y	Y	Y		monthly			
	Patrols	1x Patrol Per Night (Ext)	Y	Y	Y	Y		per patrol			
	Alarm Response	As Required					Y	per response			

HAMILTON POOLS - WATERWORLD MODULE 1A	Alarm Monitoring	7 Days 24 Hours	Y	Y	Y	Y	monthly
	Patrols	1 x Patrol Per Night (Int/Ext)	Y	Y	Y	Y	per patrol
	Alarm Response	As Required				Y	per response
MUNICIPAL POOLS MODULE 1A	Alarm Monitoring	7 Days 24 Hours	Y	Y	Y	Y	monthly
	Patrols	3 x per night	Y	Y	Y		per patrol
	Alarm Response	As Required				Y	per response
HAMILTON CITY - BOWLING CLUB MODULE 1A	Alarm Monitoring	7 Days 24 Hours	Y	Y	Y	Y	monthly
	Alarm Response	As Required				Y	per response
PEOPLES PROJECT MODULE 1A	Alarm Monitoring	7 Days 24 Hours	Y	Y	Y	Y	monthly
	Alarm Response	As Required				Y	per response
TE RAPA SPORTS DROME MODULE 1A	Alarm Monitoring	7 Days 24 Hours	Y	Y	Y	Y	monthly
	Alarm Response	As Required				Y	per response
	Patrols	As Required				Y	per patrol
PUKETE WASTE WATER TREATMENT MODULE 1A	Alarm Monitoring	7 Days 24 Hours	Y	Y	Y	Y	monthly
	Alarm Response	As Required				Y	per response
WAIORA WATER TREATMENT PLANT MODULE 1A	Alarm Monitoring	7 Days 24 Hours	Y	Y	Y	Y	monthly
	Alarm Response	As Required				Y	per response
	Static Officer	As Required				Y	per hour
	Escort	As Required				Y	per escort
HAMILTON ZOO MODULE 1A	Alarm Monitoring	7 Days 24 Hours	Y	Y	Y	Y	monthly
	Alarm Response	As Required				Y	per response

ARTS POST MODULE 1B	Alarm Monitoring	7 Days 24 Hours		Y	Y	Y	Y		monthly		
	Patrols	1 x Patrol Per Night (Ext)		Y	Y	Y	Y		per patrol		
	Alarm Response	As Required						Y	per response		
WAIKATO ARTS MUSEUM MODULE 1B	Alarm Monitoring	7 Days 24 Hours		Y	Y	Y	Y		monthly		
	Patrols	1x Patrol Per Night (Ext Beddown))		Y	Y	Y	Y		per patrol		
		1x Patrol Per Night (Ext Random)		Y	Y	Y	Y		per patrol		
	Alarm Response	As Required						Y	per response		
LIBRARY - CENTRAL MODULE 1C	Alarm Monitoring	7 Days 24 Hours		Y	Y	Y	Y		monthly		
	Patrols	Clear Book Bins x 3					Y		per service		
	IDenticom Duress Alarms	7 Days 24 Hours		Y	Y	Y	Y		annually		
	Alarm Response	As Required						Y	per response		
LIBRARY - CHARTWELL MODULE 1C	Alarm Monitoring	7 Days 24 Hours		Y	Y	Y	Y		monthly		
	Patrols	Clear Book Bins x3					Y	Y	per service		
	Static Officers	Mon-Wed & Fri 10:00-17:30		Y					hourly		
		Thursday 10:00-21:00		Y					hourly		
		Sat 09:00-16:15			Y				hourly		
		Sun 10:00-13:30				Y			hourly		
LIBRARY - DINSDALE MODULE 1C	Alarm Response	As Required						Y	per response		
	Alarm Monitoring	7 Days 24 Hours		Y	Y	Y	Y		monthly		
	Patrols	Clear Book Bins				Y	Y		per service		
LIBRARY - GLENVIEW MODULE 1C	Alarm Response	As Required						Y	per response		
	Alarm Monitoring	7 Days 24 Hours		Y	Y	Y	Y		monthly		
	Patrols	Clear Book Bins				Y	Y		per service		
LIBRARY - HILLCREST MODULE 1C	Alarm Response	As Required						Y	per response		
	Alarm Monitoring	7 Days 24 Hours		Y	Y	Y	Y		monthly		
	Patrols	Clear Book Bins				Y	Y		per service		
LIBRARY - ST ANDREWS MODULE 1C	Alarm Response	As Required						Y	per response		
	Alarm Monitoring	7 Days 24 Hours		Y	Y	Y	Y		monthly		
	Patrols	Clear Book Bins				Y	Y		per service		
LIBRARY - ST ANDREWS MODULE 1C	Alarm Response	As Required						Y	per response		

MUNICIPAL BUILDING MODULE 1D	Cardax Alarm Monitoring	7 Days 24 Hours		Y	Y	Y	Y	monthly
	Patrols	1 x Lock Up Patrol Per Night (Int Ext)		Y				per patrol
	Patrols	1 x Beddown Patrol Per Night (Int Ext)		Y				per patrol
	Patrols	2 x Patrol Per Day (Int / Ext)			Y	Y	Y	per patrol
	Patrols	2 x Patrol Per Night (Int / Ext)			Y	Y	Y	per patrol
	Teleopps Escort	1 x Escort Per Night Approx. 23:30					Y	per escort
	Alarm Response	As Required					Y	per response
TRANSPORT CENTRE MODULE 1E	Alarm Monitoring	7 Days 24 Hours		Y	Y	Y	Y	monthly
	Patrols	1 x Night (Int & Ext Beddown)		Y	Y	Y	Y	per patrol
	Patrols	1 x Night (Ext Random)		Y	Y	Y	Y	per patrol
	Patrols	1x Unlock		Y	Y	Y	Y	per patrol
	Alarm Response	As Required					Y	per response
Site	Duties	Frequency / Times	WD	SAT	SUN	PH	RQ	Service Unit
AD HOC SERVICES - GUARDS OVER & ABOVE CONTRACTED SERVICES	Static Guards	As Required	Y					per hour
	Static Guards	As Required		Y				per hour
	Static Guards	As Required			Y			per hour
	Static Guards	As required				Y		per hour
	Patrols	As Required					Y	per patrol
	Patrol Escorts	As Required					Y	per escort

APPENDIX B

MODULE 1F	H3 GROUP										
WD = WEEKDAYS											
SAT = SATURDAYS											
SUN = SUNDAYS											
PH = PUBLIC HOLIDAYS											
RQ = REQUEST											
Site	Duties	Frequency / Times	WD	SAT	SUN	PH	RQ	Service Unit	Services per Annum	Unit Rate excl GST	Annual Cost excl GST
FMG STADIUM	Alarm Monitoring	7 Days 24 Hours	Y	Y	Y	Y		monthly			
	Patrols	2 x Patrol Per Night (INT / EXT)	Y	Y	Y	Y		per patrol			
	Static Officers	Mo-Fri 17:00-20:00	Y					per hour			
	Alarm Response	As Required					Y	per respons			
SEDDON PARK	Alarm Monitoring (x 3)	7 Days 24 Hours	Y	Y	Y	Y		monthly			
	Patrols	1 x Patrol Per Night (Ext)	Y	Y	Y	Y		per patrol			
	Alarm Response	As Required					Y	per respons			
CLAUDELANDS ARENA	Alarm Monitoring	7 Days 24 Hours (X 3)	Y	Y	Y	Y		monthly			
	Patrols	1 x Patrol Per Night (Int/ Ext)	Y	Y	Y	Y		per patrol			
	Static Officers	Mon-Fri 17:00-20:00	Y				Y	per hour			
	Alarm Response	As Required					Y	per respons			
FOUNDERS THEATRE	Alarm Monitoring	7 Days 24 Hours	Y	Y	Y	Y		monthly			
	Patrols	2 x Patrol Per Night (Ext)	Y	Y	Y	Y		per patrol			
	Alarm Response	As Required					Y	per respons			
Site	Duties	Frequency / Times	WD	SAT	SUN	PH	RQ	Service Uni			
AD HOC SERVICES - GUARDS OVER & ABOVE CONTRACTED SERVICES	Static Guards	As Required	Y					per hour			
	Static Guards	As Required		Y				per hour			
	Static Guards	As Required			Y			per hour			
	Static Guards	As required				Y		per hour			
	Patrols	As Required					Y	per patrol			
	Patrol Escorts	As Required					Y	per escort			

APPENDIX B

<u>MODULE 1G</u>	<u>HAMILTON GARDENS</u>										
WD = WEEKDAYS											
SAT = SATURDAYS											
SUN = SUNDAYS											
PH = PUBLIC HOLIDAYS											
RQ = REQUEST											
Site	Duties	Frequency / Times	WD	SAT	SUN	PH	RQ	Service Unit	Services per Annum	Unit Rate excl GST	Annual Cost excl GST
HAMILTON GARDENS	Alarm Monitoring	7 Days 24 Hours (X 4)	Y	Y	Y	Y		monthly			
	Patrols	1 x Patrol Per Day (Unlock)	Y	Y	Y	Y		per patrol			
	Static Officers	Sun-Thu 16:30-21:00	Y		Y			per hour			
	Static Officers	Fri & Sat 16:30-01:30	Y	Y				per hour			
	Static Officers	As Required					Y	per hour			
	Alarm Response	As Required					Y	per response			
Site	Duties	Frequency / Times	WD	SAT	SUN	PH	RQ	Service Unit			
AD HOC SERVICES - GUARDS OVER & ABOVE CONTRACTED SERVICES	Static Guards	As Required	Y					per hour			
	Static Guards	As Required		Y				per hour			
	Static Guards	As Required			Y			per hour			
	Static Guards	As required				Y		per hour			
	Patrols	As Required					Y	per patrol			
	Patrol Escorts	As Required					Y	per escort			

APPENDIX B

<u>MODULE 2A</u>	<u>PARKS & OPEN SPACES - MONDAY TO SUNDAY - FACILITY UNLOCKS (365 days p.a.)</u>				
Site	Duties	Frequency / Times	Services per Annum	Unit Rate excl GST	Annual Cost excl GST
HAMILTON PARK CEMETERY	Alarm Monitoring	7 Days 24 Hours			
	Alarm Response	As Required			
Property Name	Street Access	Asset			
Bremworth Park	Amanda Avenue	Public Toilets			
Dominion Park	Dominion Road	Bollards			
Discovery Park	Discovery Drive	Public Toilets			
Edgecumbe Park	Edgecumbe Street	Public Toilets			
Elliot Park	Hyde Street	Public Toilets			
Fitzroy Park (Toilets included Friday, Saturday, Sunday & PH)	Waterford Rd	Car Park			
Flagstaff Park	Commodore Ave	Public Toilets			
Glenview Park	Lewis St	Public Toilets			
Hamilton West Cemetery	Willoughby St	Gates			
Hayes Paddock (New Memorial Park)	Wellington St	Public Toilets			
Hillcrest Park	Masters Ave	Public Toilets			
Innes Common Lake Side (Luna Glade)	Lake Crescent	Public Toilets			
Lake Domain	Ruakiwi Rd	Access Gate			
Marist Park	Old Farm Road	Public Toilets/Steel Gate			

Pukete Boat Ramp	Pukete Road	Access Road
Pukete Farm Park	Pukete Road	Access Gate
Raymond Park	Raymond Street	Public Toilets
St Andrews	Cecil Street	Public Toilets
Steele Park	Grey Street	Toilets
Swarbrick Park	Massey Street	Public Toilets
Tauhara Park	Callum Brae Drive	Public Toilets & Gates

APPENDIX B

PARKS & OPEN SPACES - MONDAY TO SUNDAY - FACILITY LOCK UPS (365 days p.a.)					
MODULE 2B					
Property Name	Street Access	Asset	Security Requirements	Unit Rate excl GST	Annual Cost excl GST
Bremworth Park	Amanda Ave	Public Toilets	Lock gates half an hour after sunset.		
Claudelands Park	Heaphy Terrace	Gate	Lock gates half an hour after sunset		
Dominion Park	Dominion Rd	Bollards	Lock gates half an hour after sunset.		
Discovery Park	Discovery Dr	Public Toilets	Lock gates half an hour after sunset		
Edgecumbe Park	Edgecumbe St	Public Toilets	Lock gates half an hour after sunset.		
Elliot Park	Hyde Street	Public Toilets	Lock gates half an hour after sunset		
Fitzroy Park	Waterford Rd	Car Park	Lock gate half an hour after sunset. Check no vehicles are locked in.		
Flagstaff Park	Commodore Ave	Public Toilets (see photo)	Lock gates half an hour after sunset. Saturday, Sunday and Public holidays, check facility, see APP A - Module 2		
Galloway Park	Galloway Street	Public Toilets	Lock gates half an hour after sunset Saturday, Sunday and Public Holidays check asset, see APP A - Module 2		
Glenview Park	Lewis St	Public Toilets	Lock gates half an hour after sunset.		
Gower Park	Alison St	Public Toilets & Gates	Lock gates half an hour after sunset.		
Gower Park(Sandleigh)	Sandleigh St	Public Toilets & Gates	Lock gates half an hour after sunset.		
Hamilton Park Cemetery	Morrinsville Rd	Gates, Facilities,	Lock gates half an hour after sunset.		
Hamilton West Cemetery	Willoughby St	Gate	Lock gates half an hour after sunset		
Hayes Paddock (New Memorial Park)	Wellington Street	Public Toilets	Lock doors half an hour after sunset. Check facility.		
Hillcrest Park	Masters Avenue	Public Toilets	Lock gates half an hour after sunset		
Jansen Park	Morris Ave	Public Toilets & Gates	Lock gates half an hour after sunset		
Innes Common	Innes Common	Public Toilets	Lock gates half an hour after sunset.		

Lake Domain	Rotoroa Drive	Security Gates, Toilets, Grounds Shed	Half an hour after sunset lock 3 steel gates (at entrance to children playground, west of Lake Café, at exit onto Lake Domain Drive). Check no vehicles are locked in. Check closing signs are in place.
Marist Park	Old Farm Road	Car Park Gates	Monday to Thursday - Lock gates at 20:00. Friday – Lock gates half an hour after sunset
Melville Park	Bader Street	Public Toilets	Lock gates 20:00 Monday, Tuesday & Thursday. Lock gates half an hour after sunset remaining days.
Memorial Park	Memorial Drive	Public Toilets	Lock gates half an hour after sunset
Minogue Park	Moore Street	Public Toilets See photo	26 October to 28 February – lock gates half an hour after sunset. 1 March to 25 October – lock gates at 21:30. Saturday, Sunday and Public Holidays check facility, see APP A - Module 2
Porritt Stadium	Crosby Road	Public Toilets and pedestrian access site.	Lock gates half an hour after sunset. Two steel gates to male a female toilets and pedestrian access gate in fence.
Pukete Boat Ramp	Pukete Road	Access Road	Lock gate at 21:00 during daylight saving. Lock at 18:30 outside daylight saving. Ensure vehicles vacate before locking. See Project Specification. Check closing signs are in place.
Pukete Farm Park	Pukete Road	Access Gate	Lock gate half an hour after sunset. Check no vehicles are locked in.
Raymond Park	Raymond St	Public Toilets	Lock doors half hour after sunset. Saturday, Sunday and Public Holidays, check asset, see APP A - Module 2
Resthills Park	John Webb Drive	Public Toilets - Changing Rooms (not Resthills Sports Club building)	Lock half hour after sunset. Two doors to male and female toilets. Saturday, Sunday and Public Holidays check asset, see APP A - Module 2
St Andrews Park	Cecil Street	Public Toilets	Lock gates half hour after sunset. Saturday, Sunday and Public Holidays check facility, See APP A - Module 2
Steele Park	Grey Street	Women's Toilets	Lock doors half hour after sunset. Four doors. Check asset, see APP A - Module 2 Lock external door to toilet for disabled at 23:00
Swarbrick Park	Massey Street	Public Toilets	Lock gates half an hour after sunset. Saturday, Sunday and Public Holidays check asset, See APP A - Module 2
Tauhara Park		Public Toilets & Gates	Lock gates half an hour after sunset.

APPENDIX B

MODULE 2C		PARKS & OPEN SPACES - SATURDAY, SUNDAY AND 7 PUBLIC HOLIDAY UNLOCK REQUIREMENTS (115 days p.a.)			
		<u>ADDITIONAL TO SCHEDULE 1</u> (Exclude 25 & 26 December and 1 & 2 January)			
Property Name	Street Access	Asset	Security Requirements		
Ashurst Park	Church Road	Public Toilets	Note Saturday and Sunday only. Open doors before 07:00 .		
Bankwood Park	Belmont St	Public Toilets & Gates	Open gates at 07:00 .		
Flagstaff Park	Commodore Ave	Public Toilets & Gates	Open gates at 07:00 .		
Fitzroy Park	Waterford Rd	Public Toilets	Note Saturday and Sunday only. Open gates at 07:00 .		
Fraser Tech Park	Avon Street	Public Toilets	From 1 March to 31 October check asset, see APP A - Module 2		
Galloway Park	Galloway Street	Public Toilets	Open at 07:00		
Gower Park (Sandleigh)	Sandleigh Street	Public Toilets	Open gates at 07:00 .		
Gower Park (Alison)	Alison St	Public Toilets	Open gates at 07:00 .		
Hamilton Park Cemetery	Morrinsville Rd	Gates	Open gates at 07:00 . Turn the page of the "Book of Remembrance" to the current date during weekends and public holidays.		
Hamilton East Cemetery	Hungerford Crescent	Gates	Open at 07:00		
Jansen Park	Morris Avenue	Public Toilets & Gates	Open gates at 07:00 .		
Melville Park	Bader Street	Public Toilets	Open gates at 07:00 .		
Memorial Park	Memorial Drive	Public Toilets	Open gates at 07:00 .		
Minogue Park	Moore Street	Public Toilets & Gates	Open gates at 07:00		

Porritt Stadium	Crosby Road	Public Toilets and pedestrian access gate	Open at 07:00 . Two steel gates to male and female toilets and pedestrian access gate. Leave access road gate as found.
Resthills Park	John Webb Drive	Public Toilets Changing Rooms (not Resthills Sports Club)	Open at 07:00 . Two doors to male and female toilets. Leave gate in security fence on drive as found.
Te Rapa Gates	Service Lane	Gates	Open gates at 07:00 .

APPENDIX B

MODULE 2D	SCHEDULE 4 - POS SATURDAY, SUNDAY AND SEVEN PUBLIC HOLIDAY EVENING REQUIREMENTS - FACILITY LOCKS (115 days p.a.)					
ADDITIONAL TO SCHEDULE 2						
(Exclude 25 & 26 December and 1 & 2 January)						
Property Name	Street Access	Asset	Security Requirements			
Ashurst Park	Church Rd	Public Toilets	Note Saturday & Sunday only - check facility, see APP A - Module 2 Lock public toilets half an hour after sunset			
Bankwood Park	Belmont St	Public Toilets & Gates	Note Saturday & Sunday only - check facility, see APP A - Module 2 Lock public toilets half an hour after sunset			
Fitzroy Park	Waterford Road	Public Toilets	Note Saturday & Sunday only - check facility, see APP A - Module 2 Lock public toilets half an hour after sunset			
Fraser Tech Park	Avon St	Public Toilets	Note Saturday & Sunday only - check facility, see APP A - Module 2 Lock public toilets half an hour after sunset			
Te Rapa Gates	Service Lane	Gates	Lock half an hour after sunset			

APPENDIX B

ENVIRONMENTAL - animal care; noise control & open air burning													
MODULE 3A & B		ENVIRONMENTAL - animal care; noise control & open air burning											
WD = WEEKDAYS													
SAT = SATURDAYS													
SUN = SUNDAYS													
PH = PUBLIC HOLIDAYS													
RQ = REQUEST													
Site	Duties	Frequency / Times	WD	SAT	SUN	PH	RQ	Expected Duration	Unit				
ANIMAL CARE CENTRE	Stock Control	As Required (a/hours callout)					Y		per service				
ENVIRONMENTAL SERVICES	Noise Control	7 Days 24 Hours	Y	Y	Y	Y	Y	fixed annual fee for approximately 6000 investigations per annum (giv or take 10%)					
	Smokey Fires	7 Days 24 Hours					Y		per service				

2. RESOURCES

Allied Security are experienced providers to Councils and large multi-site corporate clients throughout New Zealand and we are innovative in our solutions, reporting and transparency.

Allied Security has an extensive track record providing similar contract services New Zealand wide including for the Palmerston North City Council, Dunedin City Council, Matamata-Piako District Council and Buller District Council.

At Allied we have developed a customer service culture encompassing its people and services and our staff will always act with professionalism and be an ambassador for the Hamilton City Council.

We recognize that our employees are often the first impression of both your organisation and ours. Every communication and interaction provide an opportunity to showcase our combined operational service excellence.

As a local, national, and international business we have the resources to provide you with a comprehensive security solution, with a focus on continual service improvements within controlled financial parameters.

In terms of resources, Allied Security's local resources are significant; in terms of management, staffing, policies, infrastructure and equipment, we have existing capability to fulfil this contract.

Management

The advantage for Hamilton City Council is two of our most senior managers, [REDACTED] [REDACTED] [REDACTED] who reside in Hamilton, were instrumental in setting up our contracts for all our current Councils clients as outlined above and will lead the service delivery if successful in this tender.

[REDACTED] still take an active role in managing and overseeing these contracts, with the assistance of the locally based management teams.

To the Hamilton City Council, this means you will have direct access to our senior contract management team, who are based at our head office at the Te Rapa Racecourse.

A unique selling point of Allied Security is all our management are available to our clients 24/7. During transition, you will be given direct phone numbers to our management and they will meet with you when you require, and within 90 minutes of any request.

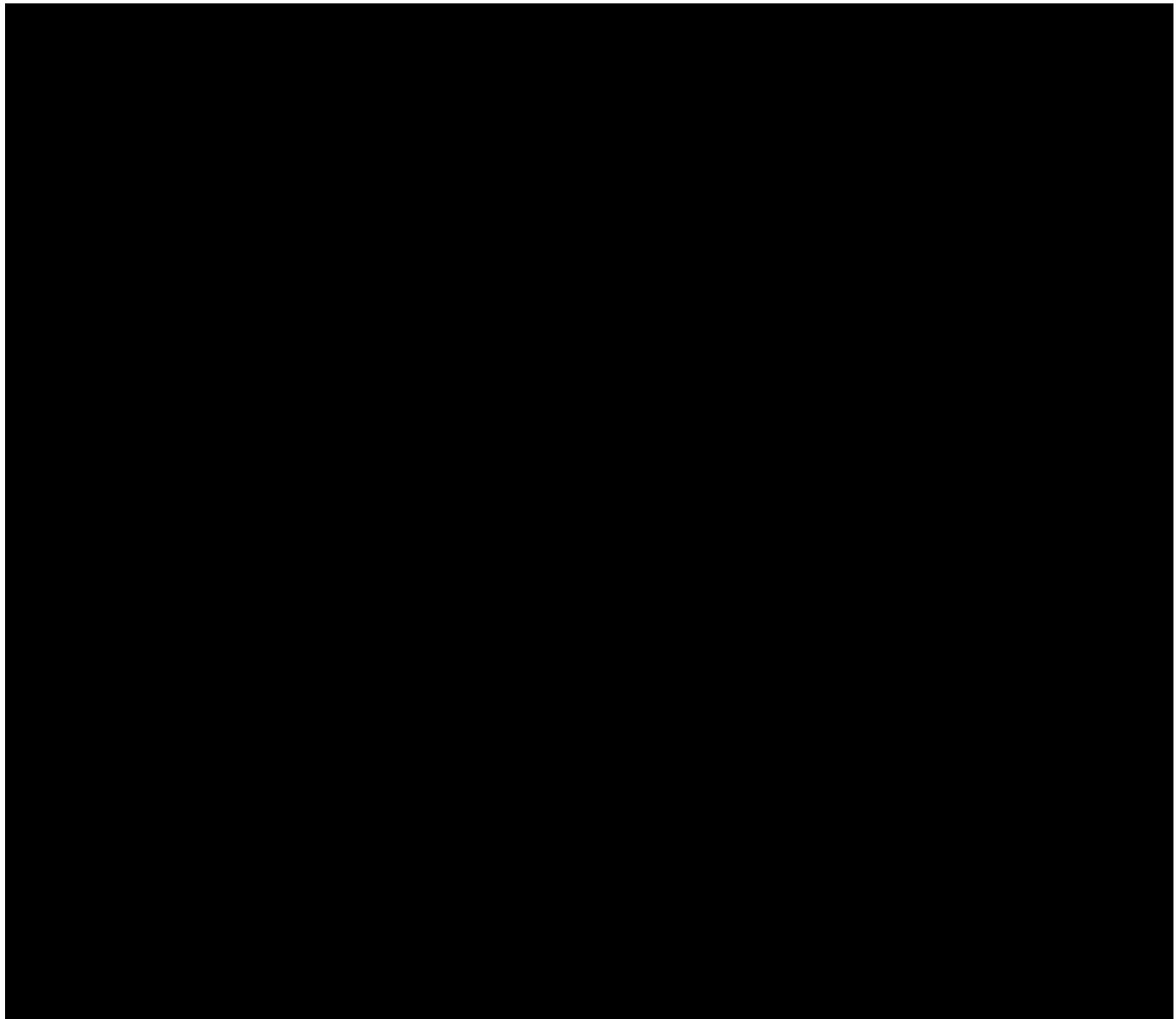
[REDACTED] [REDACTED] is nominated as the contract manager and will be supported by [REDACTED] [REDACTED] and the wider reaching Hamilton management team based in Te Rapa and they will lead the delivery service vision from the initial implementation phase and throughout the contract term.

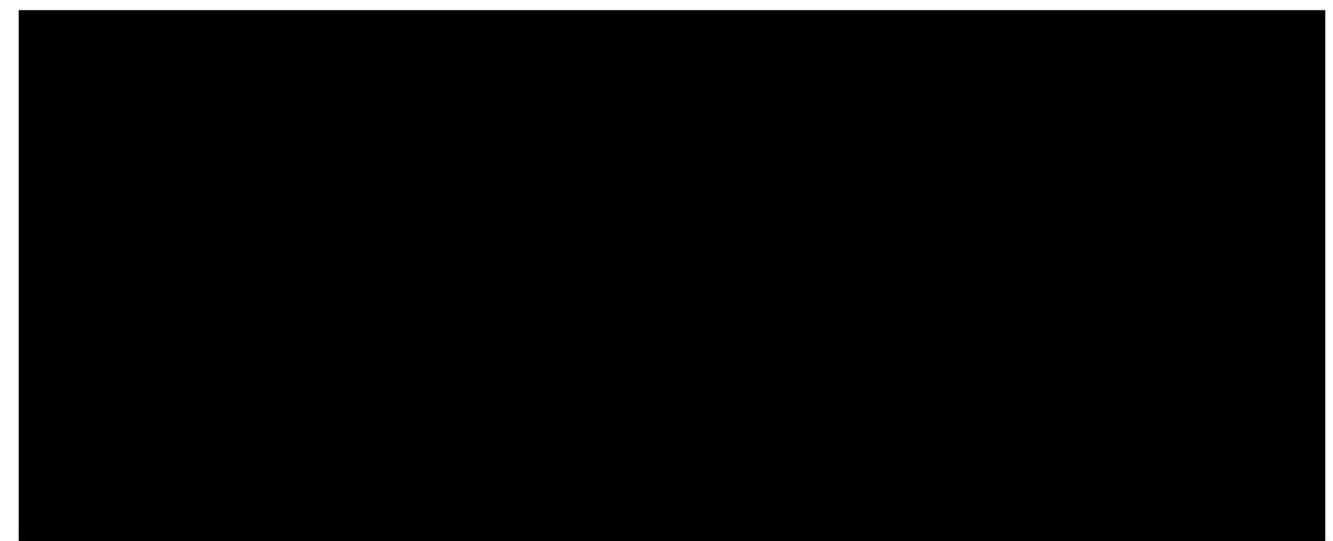
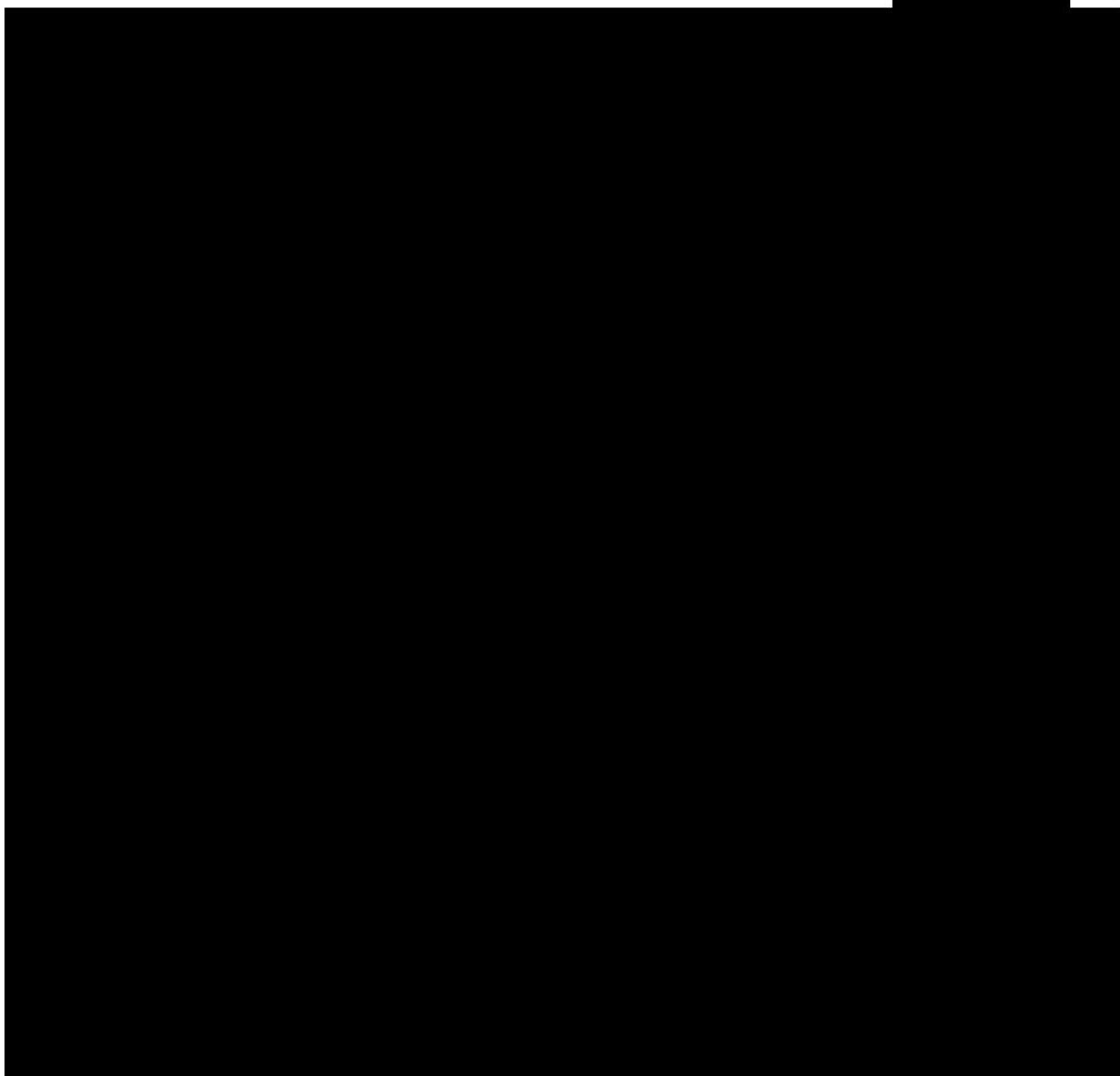
However, this will be a team approach! All levels of our management team must deliver, lower level management and localized support delivery are in practice more important than the senior management function, we must deliver at the ground level first and foremost.

Our team will liaise directly with HCC management, and we understand this contract is greater than any two individuals if success is the outcome. We envisage a team able to deliver all components of the contract without the daily oversight of the contract manager.

At all stages, the team will disseminate all information from the HCC to our business, so the Allied managers and officers fully understand the requirements and systems Aaron and Chris implement.

Our learnings from Dunedin City Council is there can be significant ad-hoc requirements and therefore we have committed significant managerial and staffing resources to deliver this contract.





Our Hamilton Staffing

Our Equipment

Allied Security will supply all uniforms, and other equipment required for the role.

Each patrol vehicle is equipped with the following:

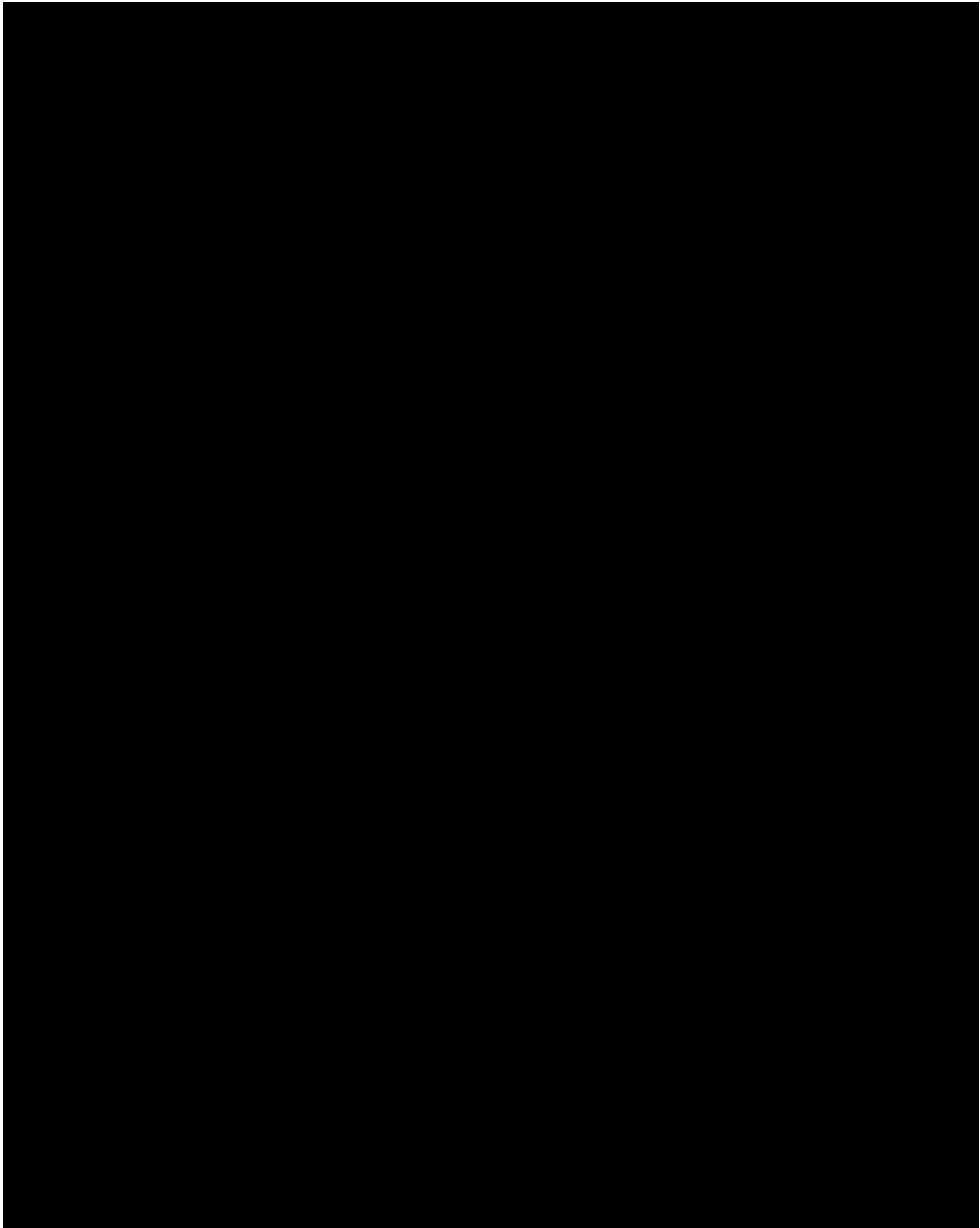
Uniforms will be discussed during transition as we can offer several choices that may reflect the sites image. All uniforms are maintained to the highest standards and are checked daily by our operational managers.

All plant and equipment used will be provided by Allied and will be operated and maintained at Allied Security's expense. This will include but not limited to Vehicles, uniforms, radios, cell phones and recording devices such as a camera where appropriate.

All property or equipment provided by the Hamilton City Council including access cards, keys and security codes will be signed in/out daily and used appropriately and with due care.

Our Systems

3. METHODOLOGY



	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
1630 - 0030 Car 1	8	8	8	8	8	8	8
0030 - 0730 Car 1	7	7	7	7	7	7	7
1900 - 0700 Car 2	12	12	12	12	12	12	12
1900 - 0400/0500 Car 3	9	9	10	10	10	10	9
1800 - 0200 Car 4					8	8	
0700 - 1700 - Day Car	10	10	10	10	10	10	10
Patrol 1	40						
Patrol 2	35						
Patrol 3	48						
Patrol 4	36						
Patrol 5	38						
Patrol 6	29						
Patrol 7	32						
Patrol 8 - Noise Dedicated	14						
Day Patrol 1	50						
Day Patrol 2	20						

