

Regulated Parking Agreement

The University of the Sunshine Coast
("Owners")

AND

Sunshine Coast Regional Council
("Council")

Sunshine Coast Regional Council
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REGULATED PARKING AGREEMENT

Date

28 February 2013

Parties

Name The University of the Sunshine Coast, Sippy Downs Drive, Sippy Downs in the State of Queensland (“Owners”)

And

Name Sunshine Coast Regional Council ABN 37 876 973 913 of Corner Currie and Bury Streets, Nambour in the State of Queensland (“Council”)

Recitals

- A The Owner has requested the Council to designate the parking areas within the University as an off street parking area subject to Council’s Parking Local Law 5 (Parking) 2011.
- B The Owner agrees that the Council may exercise control over the agreed areas within the boundaries of the university (the “Parking Area”) for the purposes of Part 6 of the Transport Operations (Road Use Management) Act 1995. Accordingly, the Owner agrees that the Council will, under its Local Law No.5 (Parking) 2011, declare the Parking Area as an “off-street regulated parking area”, to enable the Council to regulate parking in this area *pursuant to its powers in section 101(1)(c) of the Transport Operations (Road Use Management) Act 1995 (TORUM Act)*.
- C The Council has included the Parking Area within the boundaries of the University into the Regulated Parking Area Schedule of Local Law No 5 (Parking) 2011.
- D The Owner is to install and maintain in good working, all of the equipment and technology required to support the University’s paid parking program. Including all meters used to collect parking fees, all programs and systems required to support the paid parking program, the Licence Plate Recognition (LPR) camera system and programs that support the identification of non-complying vehicles through the use of the camera. To be referred to in this agreement as the University Paid Parking System.

1. Definitions

The following words have these meanings in this agreement unless the contrary intention appears.

“University” means the University of the Sunshine Coast and associated car parks within the boundaries of the University at Sippy Downs Drive, SIPPY DOWNS QLD 4556.

“Parking Local Laws” means the local laws, enacted by the Council and enforced from time to time by the Council, in respect of off-street regulated parking.

“Parking Area” means the area designated by the Owner as a parking area within the boundaries of the University.

“This Agreement” means this agreement as amended, varied, novated or replaced from time to time.

Interpretation

In this agreement unless the contrary intention appears;

- (a) a reference to this agreement includes any variation or replacement of it,
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of this agreement,
- (c) the singular includes plural and vice versa,
- (d) the word “person” includes a firm, a body corporate, an unincorporated authority,
- (e) a reference to a “person” includes a reference to the persons executors, administrators, successors and assigns,
- (f) an obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and serially,
- (g) an obligation, representation or warranty on the part of two or more persons binds them jointly and severally,
- (h) a reference to a clause is a reference to a clause in this agreement,
- (i) a reference to a month is a reference to a calendar month, and
- (j) where the word “including” is used, it is to be taken to be followed immediately by the words “but not limited to”.

(k) Headings are for convenience only and will not affect the construction or interpretation of this agreement.

(l) Reference to the schedule, pages and clauses are references to the schedule, pages and clauses of this agreement.

2. It is a precondition of this agreement that Council includes the parking area into the Regulated Parking Area Schedule of Local Law No 5 (Parking) 2011.

3. **Fines**

Both parties agree that any fines collected from any infringement notices issued by an authorised Council employee or Council contractor in respect to the Parking Area will be the property of and payable to Council.

4. **Signage**

The Owner will, in consultation with the Council, install official traffic signs that comply with the TORUM Act. The Owner is responsible for and will meet the cost of the supply, physical installation and future repair of such signs at its own cost in respect to the control of parking in the Parking Area, PROVIDED THAT such signage:

(a) is consistent in form and style with the signage required for the parking as identified in the Manual of Uniform Traffic Control Devices (MUTCD) and

(b) is consistent with Council's Local Law as amended from time to time.

5. **Enforcement of Local Laws**

The provision of the Parking Local Laws will apply to the Parking Area, EXCEPT THAT the enforcement of any local law in the relation to the Parking Area shall be at the absolute discretion of the Council.

6. **Terms of Agreement and Termination**

(a) The term of this agreement is a period of six months from the date of this agreement.

(b) On expiry of the original term, this agreement shall then continue for further periods of twelve months subject to the following provision:

(i). Either party may terminate the agreement by giving one month's written notice.

- (ii). This agreement may be reviewed or varied by either party giving written notice of their requirement to vary the terms of the next twelve month term, with such notice to be given one month prior to the expiry date of the current term.
- (c) Council may elect to terminate this agreement at any time if its authority under TORUM to regulate the parking area is in question.
- (d) Council may elect to terminate this agreement at any time if the cost to Council of delivering the paid parking regulation is not self-funding.

7. Notices

Any notice or demand made or given under this agreement;

- (a) is to be in writing signed by an authorised representative or the party giving the notice or demand and addressed to the other party.
 - (i). in respect of the Owners:

The Vice Chancellor & President

The University of the Sunshine Coast

Locked Bag 4,

Maroochydore DC QLD 4558

- (ii). In respect of the Council:

The Chief Executive Officer

Sunshine Coast Council

Locked Bag 72

Sunshine Coast Mail Centre QLD 4560

8. Entire Agreement

This agreement constitutes the entire agreement between the parties.

9. Governing Law

This agreement will be governed by and constructed in accordance with the laws of the State of Queensland.

10. Severability of Provisions

If any provisions of this agreement are to become illegal, invalid or unenforceable in any respect under the law of any particular jurisdiction, neither the legality, validity or enforceability of such provision under the law of any jurisdiction will in any way affect or impair the remaining provisions of this Agreement.

11. Contract Management Meetings

An annual meeting shall be held on or near the anniversary of the date of the implementation of the agreement.

- (a) Minutes of this meeting shall be taken and distributed by Council staff.
- (b) The venue of such meetings shall be by mutual agreement.

Either party may request additional meetings at any time to discuss matter arising from the agreement.

12. Public Marketing Campaign/Media

Responsibility for educating the public regarding the inclusion of the parking area as a regulated parking area and the operation of the University Paid Parking System rests with the Owner.

Responsibility for public notification, including media, regarding any equipment failure associated with the operation of the University Paid Parking System rests with the Owner.

Responsibility for public notification regarding the inclusion of the Parking Area as a Regulated Parking Area rests with the Council.

Responsibility for educating the public regarding parking conditions and enforcement procedures rests with the Council.

13. Permits and Temporary Changes

The issuing of Parking Permits for use in the Parking Area shall be the responsibility of the Owner in consultation with Council.

The Owner may request a temporary change to parking enforcement within the Parking Area.

14. Obligations of the Council

The Council must during the term of this agreement:

- (a) Provide advice to the Owner with regard to legislative changes affecting the parking restrictions,
- (b) Provide the Owner with car parking enforcement services free of charge,
- (c) Provide all equipment and pay all costs of and incidental to the administrative services associated with the enforcement of the local laws as they relate to the Regulated Parking in the Parking Area,
- (d) Use all reasonable measures to maintain good relations at all times with the Owner, employees, agents, contractors, visitors and students of the University,
- (e) Notify the Owner of any problems with signage that could affect the enforcement of Parking in the Parking Area, and
- (f) Comply with any reasonable request from the Owner in respect to the enforcement of parking within the Parking Area.

15. Obligations of the Owner

The Owner must during the term of this agreement:

- (a) Establish the days, time and type of parking restrictions to apply in the Parking Area,
- (b) Seek Council agreement for any permanent change to the established days, times and type of restrictions that apply in the Parking Area,
- (c) Maintain all signage and line marking to ensure enforcement of the parking regulations is not affected,
- (d) Undertake repairs, improvements or changes to signs or line marking, to ensure compliance with the law, within a reasonable timeframe, and

- (e) Inform Council of any matters that may affect the council's ability to enforce parking regulations within the Parking Area as soon as possible.
- (f) Install, maintain and repair the University Paid Parking System

16. Mutual Obligations

Both the Owner and Council agree to keep communication channels open and inform each other of any matters that may affect the enforcement of parking within the Parking Area.

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IN WITNESS WHEREOF the parties hereto sign and confirm their full agreement

Signed for and on behalf of Sunshine Coast Regional Council by its duly authorised officer in the presence of

Signature of authorised officer

Signature of witness

Name of authorised officer (print)

Name of witness (print)

Signed for and on behalf of The University of the Sunshine Coast by its duly authorised officer in the presence of

Signature of authorised representative

Signature of witness

Name of authorised representative (print)

Name of witness (print)