

OIR: 2324/908

27 May 2024



Tēnā koe ,

Request for Information under the Local Government Official Information and Meetings Act 1987 (the Act) (the LGOIMA)

Thank you for your email of **29 April 2024** requesting the following information:

- 1. Could you please provide a pro forma copy of the contract(s) that the Coastal Adaptation Panel (CAP) members signed upon accepting their appointment***

This information has been provided in response to a previous official information request which was proactively released to our website:

<https://www.kapiticoast.govt.nz/media/m3pbym0o/2324-731-redacted-performance-measures-for-cap-members-complaints-policy.pdf>

- 2. Could this also please include a copy of the contract that the CAP Chair signed***

This information is attached.

Please note, personal details have been withheld from this information. The decision to withhold this information is made under section 7(2)(a) of the Act which allows for Council to withhold information in order to protect the privacy of natural persons, including that of deceased natural persons. In Council's view the reasons for withholding these details are not outweighed by public interest considerations in section 7(1) favouring their release.

Please note that any information provided in response to your request may be published on the Council website, with your personal details removed.

You have the right to request the Ombudsman to review this decision. Complaints can be sent by email to info@ombudsman.parliament.nz, or by post to The Ombudsman, PO Box 10152, Wellington 6143.

Ngā mihi,

A handwritten signature in black ink, appearing to read 'Kris Pervan', with a stylized, cursive script.

Kris Pervan

Group Manager Strategy and Growth
Te Kaihautū Rautaki me te Tupu

Contract for Services (Form)



Takutai Kāpiti: Coastal Advisory Panel (CAP) Chair

The Parties

Kapiti Coast District Council

(Buyer)

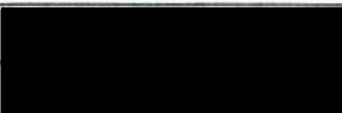
175 Rimu Road

Paraparaumu, 5254

and

The Rt Hon James Bolger ONZ PC

(Supplier)



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

Page 1

Schedule 1

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 the **Buyer**:



(signature)

name: Abbey Morris

position: Coastal Manager

date: 4/04/2024

For and on behalf of the **Supplier**:



(signature)

name: Rt Hon Jim Bolger ONZ PC

position: Coastal Advisory Panel (CAP) Chair

date:

Schedule 1

Contract Details and Description of Services

Start Date	20 November 2023
End Date	30 June 2024

Contract Managers		Buyer's Contract Manager	Supplier's Contract Manager
	Name:	Abbey Morris	Rt Hon Jim Bolger ONZ PC
	Title / position:	Coastal Manager	Coastal Advisory Panel (CAP) Chair
	Address:	175 Rimu Road, Paraparaumu	
	Phone:		
	Email:		

Description of Services

Background

Takutai Kāpiti is our district's coastal adaptation project. This project will help guide our community response to the impacts of sea level rise on our environment, our community and Council infrastructure. A Coastal Advisory Panel (CAP) has been independently recruited to develop recommendations on coastal adaptation options for Council's consideration based on feedback received from the community.

Purpose

The CAP will:

- Work together to understand the coastal hazard risks (erosion and inundation) resulting from sea-level rise.
- Draw upon robust, transparent, evidence-based and accessible technical evidence to inform their decision-making process.
- Use this information to consider a range of adaptation options for Kāpiti.
- Present a set of recommendations to Council.

Requirements

The CAP needs to function as a collaborative group, working constructively together under a consensus decision making model. The CAP will make recommendations on coastal adaptation options to Council. The CAP Chair needs to have the ability to:

- Attend CAP meetings and community engagements as per the CAP Work Programme Schedule.
- Ensure the effective and efficient running of the CAP meetings.
- Encourage all CAP members to work together effectively, contributing their skills and expertise as appropriate, and will seek to build a consensus among them.
- Ensure matters are dealt with in an orderly, efficient manner, and bring impartiality and objectivity to meetings and decision-making.
- Facilitate change and address conflict within the CAP.
- Ensure the CAP work as a team by:
 - including all members in decision making;
 - creating an environment of unity and common purpose;
 - ensuring differing views are heard; and
 - individuals feel valued for the contribution they bring to the process.

- Ensure meetings are held in accordance with the Scope and Terms of Reference for the Takutai Kāpiti Coastal Advisory Panel.
- Maintain effective relationships with CAP members, Takutai Kāpiti Coastal Manager and the Technical Advisory Group (TAG).
- Ensure the CAP actively seeks wider community feedback and input as part of the process about the impacts of climate change and sea-level rise and potential responses by Council and community.
- Authorise independent CAP meetings.
- Act as an official spokesperson of the CAP to the wider Kāpiti Community (Accommodate diverse views and interests).
- Participate in open, honest, constructive, robust, and collaborative discussion.
- Take diverse views, values, and interests into account when voting on decisions.
- The Chair is responsible for the final CAP recommendation report, but it is not his/her responsibility to write it. Administrative support will be provided by Council at the approval of the Chair.

Outcomes

The CAP will conclude with presenting a report to Kāpiti Coast District Council in late May 2024. The report will include recommended coastal adaptation options for Council's consideration. The recommendations, including any potential cost associated with those options, should also guide development of District Plan provisions to manage coastal issues and an approach for the district dealing with coastal hazards.

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*. The Charges for this Contract are set out below.

Fees

CAP Chair will receive a daily fee of \$575.00 per CAP meeting and community engagement as outlined with the CAP Work Programme Schedule.

Expenses

Reimbursement of claimed travel expenses would be paid in addition to the daily fee rate.

Attachments

Reference 'Contract documents' described at Page 1

Schedule 2

Standard Terms and Conditions

1. General obligations

- 1.1 Both Parties agree to act in good faith and demonstrate honesty, integrity, openness and accountability in their dealings with each other.
- 1.2 The Buyer must provide the Supplier with any information it reasonably requests to enable the Services to be delivered, and must make decisions and give approvals within a reasonable timeframe, and must pay the Charges in accordance with this Contract.
- 1.3 The Supplier must deliver the services as described in Schedule 1, with due care, skill and diligence and to the appropriate standard as would be expected from a fully competent supplier in the relevant industry, or as otherwise agreed by the Parties.
- 1.4 If the Buyer provides and instructs the Supplier to observe and comply with any of its policies, procedures or codes of conduct, then the Supplier must comply with any such instruction.
- 1.5 Neither Party will disclose the other Party's confidential information without written permission from the other Party except where such disclosure is required by law.
- 1.6 The Supplier must keep and maintain records in accordance with prudent business practice and all applicable laws, and as otherwise described in this Contract. The Supplier must provide information to the Buyer relating to the Services that the Buyer reasonably requests.

2 Managing the relationship and performance

- 2.1 The contract managers named in Schedule 1 are responsible for managing the Contract. They will manage the relationship between the Parties and oversee the effective implementation of the Contract, acting as the first point of contact for any issues that may arise.
- 2.2 The performance expectations set out in the Description of Services, Schedule 1 are of upmost importance to the successful implementation of the Contract. Any material failure of the Supplier to meet the performance expectations may be treated as a breach of Contract.

3 Charges and payment

- 3.1 The Charges are the total amounts payable by the Buyer for the satisfactory delivery of the Services.
- 3.2 The supplier will email a valid tax invoice to accounts.payable@kapiticoast.govt.nz . The supplier's invoice must note the applicable purchase order number to enable payment. Payment shall be made within 10-15 days of receipt.
- 3.3 If the Buyer disputes a tax invoice or part of a tax invoice, then it may withhold payment of the disputed portion until the issue is resolved. The Buyer and Supplier must use their best endeavours to promptly resolve such a dispute.

4 Intellectual property

- 4.1 Pre-existing intellectual property remains the property of the current owner. New intellectual property developed in the delivery of the Services is the property of the Buyer, and the Buyer shall grant the Supplier a perpetual, non-exclusive, worldwide and royalty free licence to use such new intellectual property.

5 Independent contractor

- 5.1 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.

6 Insurance

- 6.1 It is the Supplier's responsibility to ensure its risks of doing business are adequately covered, whether by insurance or otherwise.
- 6.2 The Buyer may request in writing that the Supplier takes out and maintains a specified type and amount of insurance with a reputable insurer for the term of this Contract. If this is the case, the Supplier must, if requested, provide a certificate confirming that the applicable cover is in place.

7 Resolving disputes

- 7.1 The Parties will use their best endeavours to resolve any dispute that may arise through direct negotiation. If the Parties cannot resolve a dispute by negotiation, either Party may refer the matter to mediation. The Party requesting mediation must notify the other party in writing. Each Party will meet their own costs of resolving the dispute.

8 Ending this Contract

- 8.1 The Buyer may terminate this Contract for any reason by giving 20 business days' notice in writing to the Supplier.
- 8.2 Either Party may terminate this Contract if the other Party is in breach of any of its obligations under this contract and the breach cannot be remedied within a reasonable timeframe. The non-defaulting Party must notify the defaulting Party of the breach, what is required to remedy the breach, and the timeframe for remedying the breach. The non-defaulting Party may terminate the Contract with immediate effect if the breach has not been remedied within the stipulated timeframe, by giving written notice to the defaulting Party.

9 Health and Safety

- 9.1 The Supplier must ensure, so far as is reasonably practicable, the health and safety of workers who work for the Supplier while they are at work in the Supplier's business, and of workers whose activities are influenced or directed by the Supplier. The Supplier must also ensure, so far as is reasonably practicable, that the health and safety of other persons is not put at risk from work carried out. The Supplier has primary responsibility for their own health and safety management at whatever site they are undertaking work for the Buyer, and overall primary responsibility for health and safety at a worksite they are in control of. The Supplier is responsible for providing their own incident and emergency response plan and resources.

- 9.2 The Buyer may request evidence of the Supplier's Health and Safety management system and plan to ensure they have provisions in place to comply with applicable legislation. The Supplier agrees to provide the Buyer access to any workplace to which this agreement applies for the purposes of monitoring compliance..
- 9.3 The Supplier is required to report any serious incidents to the Buyer as soon as practicable and in all cases within 24 hours, and any other incidents or near misses within three days of the incident occurring. The Supplier will provide a report to the Buyer detailing the outcome of any investigation and any actions taken. The Supplier is also required to inform the Buyer as soon as practicable and in all cases within 24 hours of any formal or other enforcement actions by the regulator (generally WorkSafe NZ). For the purposes of this clause a serious incident includes one which meets the definition of a notifiable event under section 25 of the Health and Safety at Work Act 2015. The Supplier must notify the regulator of the occurrence of a notifiable event as soon as possible after becoming aware of it.
- 9.4 In the event the Supplier fails to comply with the requirements of clauses 9.1-9.3 above, this Contract may be terminated immediately.

10 Applicable law

- 10.1 This Contract will be governed and interpreted in accordance with New Zealand law.