

OIR: 2324/650

21 September 2023

[REDACTED]
[REDACTED]

Tēnā koe [REDACTED]

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

Thank you for your email of **24 August 2023** requesting the following information:

- 1. The Coastal Adaptation project expenditure to date that was provided excluded overhead costs. Can you please provide a list of overheads with a detailed breakdown of each expenditure?***

For clarity, overhead costs include corporate overheads which are allocated across all activities of Council such as costs associated with infrastructure services, information technology, human resources, property services, finance and risk & assurance. A breakdown of overhead costs associated with Takutai Kāpiti are as follows:

Council Financial Year	Spend to date (excl GST)
1 July 2019 – 30 June 2020	Nil
1 July 2020 – 30 June 2021	\$157,296
1 July 2021 – 30 June 2022	\$282,909
1 July 2022 – 30 June 2023	\$217,415
1 July 2022 – To date	\$43,144

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

2. Can you please provide a detailed itemisation of the costs associated with the Jacob's report, please include how much Jacob's are being paid for each meeting they attend.

The cost for producing the Jacobs Report (Volume 1 and 2) equated to \$146,768 excluding GST. An additional variation for completing this work totalled \$8,600 excluding GST. Detailed itemisation of the costs is as follows:

Task	Cost (excl GST)
Assessment	\$78,743
Research and data collection	\$50,094
Final report	\$26,531

We do not hold details for how much Jacobs are being paid for each meeting they attend, as Jacobs do not invoice on the basis of attendance to individual meetings. Jacob's are contracted to deliver specific tasks related to the project.

On that basis I must decline this part of your request as the documents alleged to contain the information requested does not exist, or despite reasonable efforts to locate them, they cannot be found, section 17(e) of the LGOIMA refers.

3. Can you please provide costs associated in relation to Stephen Daysh's involvement in the project and a copy of his contract.

Mitchell Daysh is currently contracted to support Takutai Kāpiti, with services including facilitation and wider support. Personnel from Mitchell Daysh, including Stephen Daysh, are involved.

Mitchell Daysh has been involved in Takutai Kāpiti since 2019. Over this time work has included five separate but connected pieces of work, as outlined in the table below.

A breakdown of the costs for Mitchell Daysh's services for Takutai Kāpiti is as follows:

Phases of Work	Amount (excluding GST)	Status
Phase 1 of Takutai Kāpiti - Co-Design Working Group & Building and Onboarding CAP	\$61,119.91	Completed
	\$61,198.88	
Phase 2 of Takutai Kāpiti - Facilitating CAP meetings and community engagements	\$135,230.00	In progress
Phase 2: Mana Whenua Engagement for Takutai	\$17,500.00	In progress

Kāpiti - supporting mana whenua with the project		
One Off Minute Writing Support	\$1,512.50	Completed

I refer to our earlier email of 24 August 2023 where we indicated that we would do our best to get a response to you by 21 September 2023 for your request.

The information you have requested in question three has required Council to seek consultation as part of its consideration process. Council is therefore required to extend the time limit set out in the Act for this request, as consultations necessary to make a decision on the request are such that a proper response to the request cannot reasonably be made within the original time limit (Section 14(1)(b) refers). A response to your request will be forwarded to you by 12 October 2023.

4. Can you please provide a detailed breakdown of amounts paid to individual Coastal Advisory Panel members for their services, including costs associated with attending meetings and community engagement.

From August 2021 until to date, at total of \$40,817.09 has been paid to CAP members for CAP meetings and community engagements. The amount paid to CAP members for independent CAP meetings and travel mileage equates to an additional \$3,600.99. A breakdown of above totals are as follows:

Name	CAP Meetings & Community Engagements	Independent CAP Meetings	Mileage
CAP member 1	\$4,326.00	\$103.00	\$245.63
CAP member 2 (Resigned)	\$412.00	Nil	\$79.00
CAP member 3	\$5,356.00	\$103.00	\$371.55
CAP member 4	\$3,296.00	\$206.00	\$238.97
CAP member 5	\$3,296.00	\$103.00	Nil
CAP member 6	\$4,944.00	\$309.00	\$958.88
CAP member 7 (Resigned)	\$824.00	Nil	\$158.00
CAP member 8	\$3,090.00	Nil	\$115.34
CAP member 9	\$412.00	Nil	\$79.00
CAP member 10	Nil	Nil	Nil
CAP member 11 (Resigned)	Nil	Nil	Nil
CAP member 12	Nil	Nil	Nil
CAP member 13	Nil	Nil	Nil
CAP Member 14	\$12,800.00	\$292.50	Nil

You have the right to request the Ombudsman to review this decision. Complaints can be sent by email to info@ombudsman.parliament.nz, by fax to (04) 471 2254, 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

OIR: 2324/650

12 October 2023

[REDACTED]
[REDACTED]

Tēnā koe [REDACTED]

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

Further to our letter dated 21 September 2023 where we advised that an extension of the timeframe was required to allow for consultation, the following information completes the response to your request of 24 August 2023:

3. *Can you please provide costs associated in relation to Stephen Daysh's involvement in the project and a copy of his contract.*

Mitchell Daysh has had four contracts with Council to support Takutai Kāpiti, with services including facilitation and wider support. These contracts are attached with redactions where required, and include:

- Phase 1 of Takutai Kāpiti:- Co-Design Working Group & Building and Onboarding CAP
- Phase 2 of Takutai Kāpiti:- Facilitating CAP meetings and community engagements
- Phase 2: Mana Whenua Engagement for Takutai Kāpiti:- supporting mana whenua with the project
- One Off Minute Writing Support

For the Phase 1 of Takutai Kāpiti, an original contract was established for \$14,410 excl GST to cover guidance on establishing the Co-Design Working Group. The remaining tasks for Phase 1 covered two pieces of work. This was progressed as required and through monthly invoices.

Some of the information you are seeking in regards to the contracts with Mitchell Daysh is commercially sensitive. On that basis I must withhold this information under section 7(2)(b)(ii) of the Act which allows for Council to withhold information in order to protect information where the making available of the information would be likely

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

unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information. That information has been redacted in the attached contracts.

You have the right to request the Ombudsman to review this decision. Complaints can be sent by email to info@ombudsman.parliament.nz, by fax to (04) 471 2254, 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 (short-form)



CAP Minute Writing Support – One Off

The Parties

Kapiti Coast District Council

(Buyer)

175 Rimu Road

Paraparaumu, 5254

and

Mitchell Daysh

(Supplier)

PO BOX 149

Napier 4140

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: 11/0/2023

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

(signature)

name: Stephen Daysh

position: Partner

date: 11/07/2023

Schedule 1

Contract Details and Description of Services

Start Date	1 July 2023
End Date	15 July 2023

Contract Managers	Buyer's Contract Manager		Supplier's Contract Manager
	Name:	Abbey Morris	Stephen Daysh
	Title / position:	Coastal Manager	Partner
	Address:	175 Rimu Road, Paraparaumu 5032	PO Box 149, Napier 4140
	Phone:		
	Email:		

Description of Services

To retrospectively cover one-off minute writing support for a CAP workshop. This included Nicki Williams virtually attending a CAP workshop and writing the minutes for Abbey Morris's review.

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	Fixed Fee A fixed Fee of \$1,512.50 excluding GST.
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Expenses	No Expenses are payable.
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Changes to Schedule 2 and additional clause/s	None
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Attachments Reference 'Contract documents' described at Page 1	None
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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.

CONTRACT FOR SERVICES
INDEPENDENT CONTRACTING AGREEMENT
(Individual)

between

KĀPITI COAST DISTRICT COUNCIL

and

MITCHELL DAYSH LIMITED

THIS AGREEMENT is dated the day of 2019.

BETWEEN KĀPITI COAST DISTRICT COUNCIL of 175 Rimu Road,
PARAPARAUMU (the Council)

AND STEPHEN DAYSH, MITCHELL DAYSH LIMITED (Contractor)

Definition:

This Contract for Services (CFS) document does not fall under the provisions for the Councils' 'Contractors Policy' which is primarily used for Major Works Contracts. For the purpose of this Contract for Services document, the Contractor is defined as someone who is engaged by the Council on a contract for service basis for a temporary period to undertake specified tasks and deliver outcomes (usually corporate or administrative tasks) as specified in the CFS document. The work to be undertaken may be carried out either on Council premises or at the Contractors own premises. When the Contractor works on Council premises, they will have the same health and safety status as a visitor/employee to the worksite. They must be made aware of any hazards at the Council sites they are required to work at and also must complete a Health and Safety Induction to enable every opportunity for their health and safety to be assured while they are working on Council premises.

Under this CFS, the Contractor must provide their own accident cover through ACC and if they are injured while working on Council premises, while the normal investigation processes apply, the Contractor is not entitled to the rehabilitation or other processes that apply to employees. While the Contractor has protection under the Council's Health and Safety provisions, because they are not an employee of the Council, they do not have employee entitlements.

THE PARTIES AGREE:

1. COMMENCEMENT DATE AND TERM

- 1.1 **Commencement:** This agreement will commence on the date specified in **schedule A** of this agreement and will continue until terminated in accordance with this clause.
- 1.2 **Summary Termination:** The Council reserves the right to summarily terminate the agreement at any time after its commencement for any serious or material breach by the Contractor (or any of the Contractor's employees and/or subcontractor(s)).
- 1.3 **Termination:** Despite the above, either the Council or the Contractor may terminate this agreement without any reason by giving one week's written notice (or payment of fees equivalent to this period) to the other.

2. SERVICES TO BE PROVIDED

2.1 Primary Role: The Contractor agrees to perform the services specified in **schedule B** of this agreement (**Services**) on the following basis:

2.1.1 the Council will make every effort to assist the Contractor in achieving their primary role as specified in this clause; and

2.1.2 the Contractor will report to the Council representative nominated in schedule C of this agreement in respect of the performance of the Contractor's services.

2.2 General Role:

2.2.1 Priority of Service: Even though the Contractor may work for other companies from time to time, they will always give the Council priority in the use of their services.

2.2.2 Good Work Standards: The Contractor agrees to provide their services in a manner that is consistent with good work standards, and in accordance with appropriate professional standards or codes of practice.

2.2.3 Time Constraint: Where there is a time constraint in respect of the services undertaken by the Contractor, the Contractor agrees to complete every assignment accepted by them in as short a time as is consistent with best work standards.

2.2.4 Due Diligence and Care: The Contractor agrees to perform the services described in schedule B of this agreement to the best of their knowledge and experience and using due diligence and care.

2.2.5 Defective Work: If any work performed by the Contractor is defective or not performed in accordance with the provisions of this agreement, then the Contractor will promptly remedy such work and the Council will not be required to pay the Contractor for undertaking such remedial work.

3. COUNCIL POLICIES AND VALUES

3.1 The Contractor agrees to comply with all relevant policies and procedures the Council deems relevant to the Contractor. The Contractor has been engaged on the basis they will carry out the services consistent with Council values, which are:

Our behaviours demonstrate our commitment to build and maintain an organisation that is acknowledged and respected for its Open for Business approach. We do this by being:

- Caring – we understand our customers' needs, share information and work as a team;

- Dynamic – we bring a can-do attitude to make it happen; and
- Effective – we get it right and deliver consistent, value for money services.

- 3.2 A key requirement for the Contractor is to maintain political neutrality. This means they must carry out their services in an impartial and unbiased manner. Particular attention should be noted around the pre-election period which is deemed to be three months before and including close of polling day.

4. INDEPENDENT CONTRACTOR

- 4.1 **Not an Employee:** The Contractor is in all respects an independent contractor and not an employee of the Council and is not entitled to pledge the credit of the Council. The Contractor will be solely liable for all of their debts, losses, expenses and taxation on their income.
- 4.2 **No Claim an Employee:** The Contractor agrees that at no stage either during or subsequent to the termination of this agreement will the Contractor and/or their employees claim that they are or were an employee of the Council. The Contractor must at all times introduce their services on the basis they are representatives, not employees, of the Council.

5. PERSONAL CONTRACT

- 5.1 **No Assignments:** The Contractor will not assign their rights and obligations under this agreement without the prior written consent of the Council. The Contractor will not permit vicarious performance of their obligations under this agreement.

6. PAYMENT

- 6.1 **Contract Fee:** The Contractor's fee will be calculated in accordance with **schedule D** of this agreement.
- 6.2 **Contractor to Invoice:** The Contractor will present an invoice to the Council monthly. The invoice will specify the amount of GST payable (if any).
- 6.3 **Payment of Invoice:** The invoice will be payable *on 20th of the month following the month the invoice has been presented to* the Council.

7. LIABILITIES OF CONTRACTOR

- 7.1 The Contractor is solely responsible for payment of all taxes, GST, insurances, duties or levies which may be payable in respect of payments or benefits provided by the Council under this agreement and the Council shall make no deductions on account of tax and any other imposition except which the Council is required by law to make.
- 7.2 It is the responsibility of the Contractor to ensure that it is registered for GST purposes and it shall provide the Council with its GST number should the Council require it. It will be the Contractor's obligation to ensure that each invoice provided pursuant to clause 5 shall specify the amount of GST payable, if any.

8. CONFIDENTIALITY

- 8.1 All transactions, records and information about the business of the Council will be held in strict confidence by the Contractor, both during the terms of this agreement and after its termination.
- 8.2 The Contractor must comply with the provisions of the Privacy Act 1993.
- 8.3 During and after the termination of the agreement, the Contractor will not disclose to any unauthorised person any transactions, records and information relating to the Council's operations acquired in the course of exercising their responsibilities under this agreement.

9. HEALTH AND SAFETY

- 9.1 By signing this agreement, the Contractor agrees to comply with all Council's health and safety parameters, rules, policies and procedures when undertaking work for the Council on council sites.
- 9.2 The Contractor has responsibility for their own health and safety management at whatever site they are undertaking their work for the Council. The Contractor is responsible for providing their own accident provision plan.

- 9.3 The Council may request evidence of the Contractors Health and Safety plan to ensure they have provisions in place.
- 9.4 Prior to commencement or upon commencement, the Contractor will participate in and complete a Council led Health and Safety Induction.
- 9.5 In the event the Contractor fails to comply with the Council's health and safety parameters, rules, policies and procedures, this Contract for Services may be terminated immediately. In some circumstances failure to follow the Council's rules and procedures may result in the summary termination of the Contract for Services.

10. PROPRIETARY RIGHTS

Any material and all intellectual property rights whatsoever in all materials including patents, registered designs, petty patents, utility models, plant variety rights, trade marks (including logos and trade dress), domain names, copyright, circuit lay-outs, rights in computer software and data bases, rights in inventions, confidential information, know-how and trade secrets and all other intellectual property, in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist, or be made, discovered or used by the Contractor during the term of this agreement, will forthwith be disclosed to the Council and will belong to, and be at the absolute disposal of the Council even after termination of this agreement.

The Contractor agrees to irrevocably and unconditionally waive any and all moral rights in relation to any material produced during the term of this agreement.

The Contractor agrees to do all things and execute all documents reasonably required by the Council to perfect the ownership or waiver of any intellectual property, including anything reasonably required to register the intellectual property in any intellectual property registry or anything to assist the Council to do so, even after termination of this agreement.

11. RETURN OF COUNCIL PROPERTY

On termination of the agreement the Contractor must return all Council documents, precedents, Council property, software and other Council materials supplied to the Contractor or otherwise acquired by them during the term of the agreement.

12. INDEMNITY

The Contractor indemnifies the Council fully against any damage, expense or loss incurred by the Council as a result of the Contractor's operations or through any breach of the Contract agreement by the Contractor or their employees/subcontractors if such breaches were as a result of negligence by the Contractor.

13. DISPUTE RESOLUTION**13.1 Mediation**

If any dispute or difference arises between the parties in connection with or arising out of this agreement or its performance, any party may give written notice specifying the nature of the dispute and its intention to refer such dispute or difference to mediation. If a request to mediate is made then the party making the request will invite the chairperson for the time being of the New Zealand Chapter of Lawyers Engaged in Alternative Dispute Resolution (LEADR) to appoint a mediator to enable the parties to mediate and settle the dispute. All discussions in the mediation will be without prejudice and will not be referred to in any later proceedings. The parties will bear their own costs in the mediation and will equally share the mediator's costs.

13.2 Arbitration

In the event the parties are unable (or unwilling) to resolve by mediation any dispute or difference between the parties arising out of the interpretation or application or operation of this agreement then the matter will be submitted to arbitration and will be decided by one arbitrator if the parties can agree on the appointment of one person. If they cannot so agree then the arbitration will be by two disinterested persons, one each to be appointed by the Council and the Contractor or by an umpire to be chosen by such arbitrators before entering into the consideration of such difference or dispute. Every such arbitration will be conducted in accordance with and will be subject to the provisions of the Arbitration Act 1996 or any enactment passed in amendment or substitution therefore.

14. SEVERABILITY

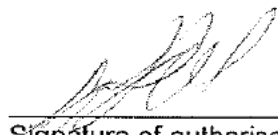
Should any part or portion of this agreement be held invalid, the remainder of the agreement will continue in force and effect as if the invalid provision had been deleted provided however that the parties to this agreement may negotiate a valid and enforceable provision in replacement of the invalid provision.

15. COMPLETENESS

The parties agree that this agreement supersedes all prior agreements that the Council may have entered into with the Contractor.

Signed as an agreement.

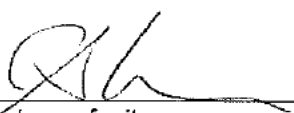
SIGNED for and on behalf of KĀPITI
COAST DISTRICT COUNCIL by:




Signature of authorised signatory

Natasha Tod
Group Manager Regulatory Services

Witness:



Signature of witness



Full name of witness


Executive Secretary

Occupation of witness

175 Rimu Road Paraparaumu

Address of witness

SIGNED by:




Stephen Daysh
Mitchell Daysh Ltd
Contractor

Witness:



Signature of witness


Full name of witness



Occupation of witness



Address of witness

SCHEDULES

A. Term of Contract

Commencement Date: 22 July 2019

Expiry Date: 31 October 2019

B. The Services

The Contractor must perform the duties described in the attached brief.

C. Representative

The Council representative to whom the Contractor will report:

Natasha Tod, Group Manager Regulatory Services

Email: [REDACTED]
[REDACTED]

D. Contract Fee

The fees payable to the Contractor will be on the following basis:

Budget Estimate for Phase One (all tasks)	\$13,100.00
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Disbursements

Estimated at 10% of professional fees to cover travel costs etc

\$ 1,310.00

Total

\$14,410.00

If less time is taken for any task, the contractor agrees to invoice for actual time taken. The contractor will discuss with Council any extra time required to complete the tasks before undertaking such work.

Schedule B:

OVERVIEW

To design a process that ensures a transparent and open community process which delivers for both the community and also provides recommendations for the Council on a way forward in addressing the complex and multi-faceted issues in developing a coastal strategy. The consultant will develop the co-design process working in conjunction with consultants from its Wellington office to assist the Council in scoping and delivering a programme to help progress Phase 1 of the community-led coastal adaptation strategy.

BRIEF FOR SERVICES

Task	Assumptions	Time	Cost
Initial internal workshop with KCDC to explore opportunities to ensure the development of a co-design process 23 July 2019	Stephen to attend and facilitate the workshop Nicki & Jacqui preparation and facilitating workshop		\$2,400.00 \$1,600.00
Meeting with CRU and NOBRG to further discuss the process and options for co-design and follow up with KCDC and the two stakeholders	Stephen Daysh		\$3,600.00
Further advice and guidance leading up to the establishment of the community assessment panels and progress towards Phase 2	Stephen & Nicki - Project management and initial scoping towards Phase 2		\$5,500.00

Contract for Services (short-form)



Takutai Kapiti Iwi Engagement and Facilitation

2023-C073

The Parties

Kapiti Coast District Council	(Buyer)
175 Rimu Road	
Paraparaumu, 5254	
and	
Mitchell Daysh	(Supplier)
PO BOX 149	
Napier 4140	

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. | |

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)

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

(signature)

name: Abbey Morris

position: Coastal Manager

date: 15/08/2023

name: Stephen Daysh

position: Partner

date: 21/8/23

Schedule 1

Contract Details and Description of Services

Start Date	1 May 2023
End Date	30 June 2024

Contract Managers	Buyer's Contract Manager		Supplier's Contract Manager
	Name:	Abbey Morris	Stephen Daysh
	Title / position:	Coastal Manager	Partner
	Address:	175 Rimu Road, Paraparaumu 5032	PO Box 149, Napier 4140
	Phone:	[REDACTED]	[REDACTED]
	Email:	[REDACTED]	[REDACTED]

Description of Services

Stephen Daysh to provide engagement facilitation to support the mana whenua partners with Takutai Kapiti. This includes support to mana whenua to on board with the project and to assist with iwi engagement events. Mana whenua for this contract includes, but is not limited to, Atiawa ki Whakarongotai and Nga Hapu o Otaki.

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	Fixed Fee A fixed Fee of \$17,500.00 excluding GST.
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Expenses	Expenses are included within the fixed fee amount.
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Changes to Schedule 2 and additional clause/s	None
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Attachments Reference 'Contract documents' described at Page 1	None
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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.

Contract for Services (short-form)



Facilitation Role for Takutai Kāpiti Coastal Advisory Panel
2023-C022

The Parties

Kapiti Coast District Council

(Buyer)

175 Rimu Road
Paraparaumu, 5254

and

Mitchell Daysh

(Supplier)

PO Box 149
Napier 4140

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**:

Kāpiti Coast District Council

(signature)

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

Mitchell Daysh

(signature)

name: Kris Pervan

position: GM, Strategy & Growth

date: 27 February 2023

name: Stephen Daysh

position: Partner

date: 28 February 2023.

Schedule 1

Contract Details and Description of Services

Start Date	20 February 2023
End Date	30 June 2024

Contract Managers	Buyer's Contract Manager		Supplier's Contract Manager
	Name:	Abbey Morris	Stephen Daysh
	Title / position:	Coastal Manager	Partner
	Address:	175 Rimu Road, Paraparaumu 5032	PO Box 149, Napier 4140
	Phone:		
	Email:		

Description of Services

Facilitation of the Coastal Advisory Group (CAP) workshops, CAP community engagement events, and to help guide the CAP in developing coastal adaptation options & extracting the community's 'values' during the community engagement events. The outcome of these is to create the basis of the CAP's Recommendation Report to Council in May 2024. Another element of this facilitation is to maintain a cultural space (with respect to tikanga) during the CAP workshops and CAP community engagement events.

CAP Workshops & CAP Community Engagement Events

There are CAP workshops and the CAP community engagement events as outlined in the CAP schedule. Nine of the CAP workshops will be for hours, and six will be for hours. All the CAP community engagement events will require facilitation for hours per event, which will be held on weekend mornings or early afternoons.

Time to undertake pre-reading of any technical reports produced and to prepare for CAP workshop facilitation has been included in this contract, along with liaison time with the CAP Chair and panel.

As majority of the CAP workshops are predicted to be held in the afternoons/evenings, therefore overnight accommodation most likely will be required, and this accounted for. Due to the duration and the timing of the CAP community engagement events, overnight accommodation will not be required.

Travel will be required when facilitating CAP workshops and CAP community engagement events and is accounted for.

Technical Advisory Group

Attendance of Technical Advisory Group (TAG) monthly meetings (held via Teams) to hear from the technical advisors on work in progress, along with assistance on follow up actions from TAG meetings (when needed) for CAP workshops is also required.

Project Support

Assistance with agenda setting, minutes review and strategic process advice to KCDC core team in order help focus CAP workshops and have valuable outputs.

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	The Supplier's Fees will be calculated as follows:		
	Task / Disbursement	Hours at per hour	Total Amount
	CAP workshop preparation		\$9,900

Attendance to CAP workshops	█ ██████████	\$18,810
Travel time to and from CAP workshops	█ ██████	\$19,800
Attendance to CAP community engagement events	█ ██████	\$5,280
CAP community engagement event preparation	█ ████	\$2,640
Assistance with agenda setting and minute review	█ ██████	\$9,900
Strategic process advice to core team	█ ██████	\$19,800
Travel time to and from CAP community engagement events	█ ██████	\$10,560
Liaison with CAP Chair and Panel (as required)	██████████ ██████████████	\$9,240
Car/Airfare (Trip Napier - Kapiti) x 7(█)	N/A	\$7(2)(h) = \$9,200
Accommodation and Meals (1 Night) x 7(█)	N/A	\$7(2)(h) = \$5,250
TAG meeting attendance (via Teams)	█	\$9,900
Assistance with follow up actions from TAG meetings (as required)	█	\$4,950
Total maximum amount ex GST		\$135,230

Expenses	Disbursements including flights, accommodation and travel (where required) have been included above in the overall contract price.
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Changes to Schedule 2 and additional clause/s	None
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<p>Attachments Reference 'Contract documents' described at Page 1</p>	<ul style="list-style-type: none"> • CAP workshop and CAP community engagement schedule – updated February 2023
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Schedule 2

Standard Terms and Conditions

1. General obligations

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