

OIR: 2223/447

13 February 2023

[REDACTED]

[REDACTED]

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

Thank you for your email of 12 January 2023 requesting the following information re *Terms of Reference for the Takutai Kapiti Coastal Advisory Panel - Final Agreed Version 21 March 2022*:

Question 1: the subsection - Working Together Principles, paragraph 26 states: "The following protocols shall apply to the operation of the panel":

- a) *Panel members will receive a daily fee of \$206.00...Reimbursement of expenses will be paid in addition to the daily fee.***
- i. *Could you please provide the daily fees paid to each panel member since their appointment to the panel and to date.***

Panel Member	Number of Times Daily Fee Paid	Total
1	10	\$2,060.00
2	Nil	Nil
3	16	\$3,296.00
4	11	\$2,266.00
5	11	\$2,266.00
6	15	\$3,090.00
7	Nil	Nil
8	16	\$3,090.00

Please note, the personal details of other parties have been withheld from this information. The decision to withhold this information is made under section 7(2)(a) of the LGOIMA which allows for Council to withhold information in order to protect the privacy of natural persons, including that of deceased natural persons.

ii. Could you please provide the list of expenses reimbursed to each panel member since their appointment to the panel and to date.

Panel Member	Expenses reimbursed	Total
1	<ul style="list-style-type: none"> • Mileage - \$3.16 • Mileage - \$5.53 • Mileage - \$14.22 • Mileage - \$4.74 • Mileage - \$15.01 • Mileage - \$15.01 	\$57.67
2	Nil	Nil
3	<ul style="list-style-type: none"> • Mileage - \$10.58 • Mileage - \$9.95 • Mileage - \$10.50 • Mileage - \$60.00 • Mileage - \$10.50 • Mileage - \$10.50 • Mileage - \$10.50 • Mileage - \$44.24 	\$166.77
4	<ul style="list-style-type: none"> • Mileage - \$25.28 	\$25.28
5	Nil	Nil
6	<ul style="list-style-type: none"> • Mileage - \$4.74 • Mileage - \$4.74 • Mileage - \$4.74 • Mileage - \$4.74 • Mileage - \$4.74 • Mileage - \$4.74 • Mileage - \$4.74 • Mileage - \$4.74 • Mileage - \$4.74 • Mileage - \$39.50 • Mileage - \$7.90 • Mileage - \$7.90 • Mileage - \$4.74 • Mileage - \$4.74 • Mileage - \$3.80 • Mileage - \$3.80 • Mileage - \$59.60 • Mileage - \$59.60 • Mileage - \$5.53 • Mileage - \$5.53 	\$240.56
7	Nil	Nil
8	<ul style="list-style-type: none"> • Mileage - \$23.70 • Mileage - \$23.70 • Mileage - \$23.70 • Mileage - \$23.70 • Mileage - \$20.54 	\$115.34

Please note, the personal details of other parties have been withheld from this information. The decision to withhold this information is made under section 7(2)(a) of the LGOIMA which allows for Council to withhold information in order to protect the privacy of natural persons, including that of deceased natural persons.

- iii. Could you please confirm if daily fee payments have been made to iwi representatives (4) that have yet to be appointed to the panel.**

There is no record of payments being made to iwi representatives (4) that have yet to be appointed to the panel. On that basis we are not able to provide specific information in response to your request.

- b) "For each independent CAP meeting, authorised by the Chair, panel members will receive 50% of the daily fee mentioned in (a)"**

- iv. Could you please provide the number of independent CAP meetings, authorised by the Chair to date.**

Panel Member	Number of Independent CAP Meetings Paid	Total
1	Nil	Nil
2	Nil	Nil
3	1	\$103.00
4	1	\$103.00
5	Nil	Nil
6	2	\$206.00
7	Nil	Nil
8	Nil	Nil

Please note, the personal details of other parties 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.

- v. Could you please provide the amount each panel member has received for each of these meetings authorised by the Chair.**

The record for the amount each panel member has received for each of these meetings authorised by the Chair is shown in the table above, please refer to the response to Question: 1 b) iv.

- vi. Could you please confirm if payments for these meetings authorised by the Chair have been made to iwi representatives (4) that have yet to be appointed to the panel.**

The Chair has not authorised any payments related to independent CAP meetings for iwi representatives (4) that have yet to be appointed to the panel. On that basis we are not able to provide specific information in response to your request.

Question 2: the subsection - Resources, paragraph 29 states:

"The Panel will be provided with various documents and reports...The panel can request additional information and expert advice be procured by the Council in relation to any clear information gaps"

- vii. Could you please confirm that the documents listed in this section are a complete list of documents for CAP.**

Paragraph 29 of the Terms of Reference for the Takutai Kāpiti Coastal Advisory Panel outlines the complete list of documents for CAP, with an update made to the *Social Impact Assessment / Social Return on Investment Analysis* to be called the *Social Impact Assessment*.

- viii. Could you please provide the panel's request for additional information and expert advice that has been procured by the Council in reference to any clear information gaps and the cost of the expert advice procured by the Council.**

The panel has not yet formally requested the Council to provide additional information and expert advice in reference to any clear information gaps. On that basis we are not able to provide specific information in response to your request.

Question 3: section Appendix Three - Takutai Kapiti Community Assessment Panel Meeting Schedule - TBC - is a blank page

- ix. Could you please provide me with a copy of Appendix Three.**

We will shortly release this information on the Takutai Kapiti website. For this reason I am declining to supply this information today as the information requested will soon be publicly available, section 17(d) of the LGOIMA refers.

- x. Furthermore, can you please provide a list of any other payments made to the iwi in reference to the yet-to-be-appointed - 4-panel members other than those requested in this email.**

There are no record of payments made to the iwi, yet-to-be-appointed, 4-panel members. On that basis we are not able to provide specific information in response to your request.

- xi. In addition, can you please provide a list of any other payments made to any panel members other than those requested in this email.**

There is no record of any other payments made to any panel member, outside those already requested in this email. On that basis we are not able to provide specific information in response to your request.

- xii. Finally, could you please provide me with a list of reports prepared by Jacobs for the Coastal Advisory Panel, along with the Terms of Reference [Contract Scope] of each report as well as the cost of each report.**

On 18 January 2023, we emailed you to ask for clarification on this question, regarding what you meant by 'Terms of Reference'. You advised that you meant 'contract scope', as was assumed by staff. Please find our response below based on this clarification.

Jacobs have prepared the following two reports for the Coastal Advisory Panel:

- Kāpiti Coast Coastal Hazard Susceptibility and Vulnerability Assessment Volume 1: Methodology
- Kāpiti Coast Coastal Hazards Susceptibility and Vulnerability Assessment Volume 2: Results.

The contract scope for these two reports was previously provided to you within an OIR response, dated 16 August 2021. Please find attached the following documents which fall within the scope of your request.

- Attachment 1: Copy of 2122-22 signed response for [REDACTED]
- Attachment 2: Contract for Services between Council and Jacobs New Zealand Ltd.

Please note, in Attachment 2, you will see that the personal details of other parties have been withheld from this information. The decision to withhold this information is made under section

7(2)(a) of the LGOIMA which allows for Council to withhold information in order to protect the privacy of natural persons, including that of deceased natural persons. In the Council's view the reasons for withholding these details are not outweighed by public interest considerations in section 7(1) favouring their release.

- For your reference, the cost of these two reports was \$213,699 + GST.

Should you have any queries regarding this response please contact Jason Holland (Jason.holland@kapiticoast.govt.nz) or Abbey Morris (Abbey.morris@kapiticoast.govt.nz).

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



Kris Pervan

Group Manager Strategy and Growth
Te Kaiwhakahaere Rōpū Rautaki me te Tupu

16 August 2021

Kia ora [REDACTED]

Request for Official Information responded to under the Local Government and Official Information and Meetings Act 1987 (LGOIMA) – reference: 2122-22

On 19 July you emailed Council to make further enquiries regarding our responses in OIR 2021-296, as follows:

Re our response to your request from 28 June – reference OIR 2021-296

1. Jacobs briefing

For your records, this link <https://takutai kapiti.nz/wp-content/uploads/2021/07/Methodology-Presentation-to-Councillors-27-May-2021.pdf> takes you directly to the briefing.

Could you please let me know on what date the Councillors receiving this briefing/presentation? In addition, on what date did Council staff receive this briefing/presentation?

Councillors received the briefing/presentation from Jacobs via video link on 27 May 2021 and staff on 23 June 2021. The Coastal Team received a copy of this briefing/presentation on 12 July 2021, which was uploaded onto the Takutai Kāpiti website.

Could you please confirm that this presentation/briefing was conducted for Councillors and/or staff by Jacobs.

The Jacobs briefing/presentation on 27 May 2021 was conducted for Councillors via video link.

3. Scope of services

I again bring your attention to page 1 of Jacobs' Kapiti Coast Coastal Hazard Susceptibility and Vulnerability Assessment Volume1: Methodology. Under the heading: Important Note about your report (page1), the report states:

The sole purpose of this report and the associated services performed by Jacobs is to undertake a coastal hazard and risk assessment of the Kapiti Coast District coastline in accordance with the scope of services set out in the contract between Jacobs and the Kapiti Coast District Council ("the Client"). The scope of services, as described in this report, was developed with the "client".

As per your response, the RFP which was previously provided to me does not document "...scope of services set out in the contract between Jacobs and the Kapiti Coast District Council ("the Client)".

Can you please confirm that Council does not hold any documentation referring to - "...scope of services set out in the contract between Jacobs and the Kapiti Coast District Council ("the Client)", as stated by Jacobs.

Purpose, roles and deliverables of the RFP formed the scope of services as attached to the Jacobs' contract. These are attached to this response and available to view on the Takutai Kāpiti website. The documents are as follows:

- Attachment 1 – Coastal Erosion and Climate Change guidance
- Attachment 2 – Contract for Services between Council and Jacobs New Zealand Ltd
- Attachment 3 – Jacobs Takutai Kāpiti coastal adaptation project

Please note, in Attachment 2, you will see that the personal details of other parties 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 the Council's view the reasons for withholding these details are not outweighed by public interest considerations in section 7(1) favouring their release.

4. *Formal and informal indications to Jacobs of content during the preparation of Volume 1.*

There seems to be some confusion regarding this point. I apologise if I was not clear in my request.

To avoid further misunderstanding, I would like to request all communication between KCDC and Jacobs, both formal and informal in reference to the preparation of Volume 1.

Council emailed you on 28 July to ask for refinement on point 4 of your request. You provided a response on 29 July as follows:

Regarding point 4, as you suggested, I am able to refine the request to read – all communication both formal and informal between KCDC and Jacobs, of content in the preparation of the scope of services.

In order to provide you with this information Council staff would have to manually review thousands of records.

Consideration has been given to whether your request could be further refined. However, in this particular situation we do not consider this would be possible.

I have also considered whether we would be able to respond to your request given extra time, or the ability to charge for the information requested. I have concluded that, in either case, the Council's ability to undertake its day-to-day work would be significantly impacted.

As such I refuse your request under section 17(f) of the Act as the information requested cannot be made available without substantial collation or research.

Re your email [REDACTED] on 19 July 2021

You requested the following information in your email [REDACTED]:

I was encouraged to read that, "Jacobs have carried out similar assessments for councils all over the country"

Could you please provide the documentation upon which this statement was based.

Attachment 4 is a copy of the CV from Derek Todd, Jacobs' Technical team Lead for the Takutai Kāpiti project. Please note, the CVs of relevant Jacobs' staff along with details on the various projects Jacobs have been involved in, were also included in the RFP as previously provided to you and available on the Takutai Kāpiti website.

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



Glen O'Connor

Acting Group Manager Infrastructure Services
Te Kaihautū Ratonga Pakiaka

Contract for Services

Contract Details



Coastal Science and Engineering Services- Takutai Kāpiti (Reference: Ref: 2020/ C340)

The Parties

The Buyer:

Kapiti Coast District Council
NZBN 9429041907375
175 Rimu Road, Paraparaumu 5254, New Zealand

and

The Supplier:

Jacobs New Zealand Ltd
NZBN 9429037904685
Level 12, 55 Shortland Street, Auckland 1010, New Zealand

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.

Parts of this Contract

The documents forming this Contract are:

1. **Contract Details:** This section
2. **Schedule 1:** Description of Services
3. **Schedule 2:** Standard Terms and Conditions GMC Form 2 SERVICES | Schedule 2 (3rd Edition) available at: www.procurement.govt.nz
4. Any other attachments described at Schedule 1.

How to read this Contract

- Together the above documents form the whole Contract
- Any Supplier terms and conditions do not apply
- Clause numbers refer to clauses in Schedule 2
- 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.

Signed for and on behalf of the Buyer:

Signed for and on behalf of the Supplier:



(signature)

Name:

Position:

Date:

Sean Mallon
GM Infrastructure
22/10/2020



(signature)

Name:

Position: Executive Director Sales

Date 27.10.2020

Schedule 1

Description of Services

Contract Management and Personnel

Start Date	October 2020	<i>Reference Schedule 2 clause 1</i>
End Date	March 2022	<i>Reference Schedule 2 clause 1</i>
Renewal	The Buyer may renew this Contract up to 3 times for an additional period of 2 months	<i>Reference Schedule 2 clause 1</i>

Contract Managers

Reference Schedule 2 clause 4

	Buyer's Contract Manager	Supplier's Contract Manager
Name:		
Title / position:	Coastal Manager	Project Director
Address:	175 Rimu Road, Paraparaumu 5254, New Zealand	Level 12, 55 Shortland Street, Auckland 1010, New Zealand
Phone:		
Email:		

Addresses for Notices

Reference Schedule 2 clause 14

	Buyer's address	Supplier's address
For the attention of:	The Contract Manager	The Contract Manager
c.c. Contract Manager	N/A	N/A
Delivery address:	175 Rimu Road, Paraparaumu 5254, New Zealand	Level 12, 55 Shortland Street, Auckland 1010, New Zealand
Postal address:	Private Bag 60601, Paraparaumu 5254, New Zealand	Level 12, 55 Shortland Street, Auckland 1010, New Zealand
Email:		

Supplier's Approved Personnel

Reference Schedule 2 clause 2.4

	Approved Personnel
Name:	

	Approved Personnel
Position:	Technical Team Leader, Project Manager, Coastal Engineering Technical Advisor, Flood Risk Technical Advisor, Coastal Scientist
Specialisation:	

Supplier's Approved Sub-contractor*Reference Schedule 2 clause 7*

None

Description of Services

Context

Purpose

The Council is seeking the services of an expert coastal science and engineering provider to advise the KCDC Coastal Team and the Community Assessment Panel(s) in their work. The focus of the KCDC Coastal Team and the Community Assessment Panel(s) is to:

- provide input into a proposed coastal plan change to the Kāpiti Coast District Plan; and
- develop, assess and recommend preferred coastal adaptation pathways for Kāpiti coastal communities over a 100-year period.

Roles

KCDC's Coastal Team will undertake the functions of project management, community engagement, technical commissioning and policy and planning advice.

The supplier will provide technical advice and guidance to KCDC's Coastal Team and the Community Assessment Panel(s) to support the design and development of coastal adaptation options and recommended coastal adaptation pathways covering identified Kāpiti Coast District Council coastal units.

The successful respondent will advise on technical matters when the Community Assessment Panel(s) develop their initial long-list of adaptation options that might be suitable for each coastal unit. Further technical advice will be provided to assist the Community Assessment Panel(s) develop a short-list of 100 year adaptive pathways for each coastal unit, and through their subsequent assessment process.

As part of this technical advice it is expected the successful respondent will review all the relevant previous coastal hazard, risk and vulnerability assessments and prepare an updated assessment for use in the coastal adaptation pathways and district plan change processes. The previous coastal hazard, risk and vulnerability assessments have been collated and catalogued digitally in a coastal bibliography.

KCDC will appoint an independent party to peer review the Coastal Hazard and Risk Assessment Report.

Deliverable 1

A Coastal Hazard and Risk Assessment Report (including appropriate modelling scenarios) in line with 2017 Ministry for the Environment Guidance, to inform the adaptive pathways planning work of the Community Assessment Panels and a proposed Coastal Plan Change to the Kāpiti Coast District Plan.

Deliverable 2

Provision of best practice technical advice to the Takutai Kāpiti Community Assessment Panel(s) as they develop preferred coastal adaptation pathways, through participation as a Technical Adviser in the Community Assessment Panel process.

Description of Services

The services will be as set out in the **attached** The Suppliers Proposal dated 15 July 2020, The Suppliers updated project delivery schedule dated October 2020.

Deliverables and Milestones

None

Specific code of conduct / policies/ protective security / legislative requirement

None

Supplier's Reporting Requirements

Reference Schedule 2 clause 5.2

Report to:	Description of report	Due date
Contract Manager	Progress reports, Draft Coastal Hazard & Risk Assessment Report, Final Coastal Hazard & Risk Assessment Report. Ongoing reporting for CAO (as required and agreed).	Fortnightly, Feb 2021, March 2021, Ongoing March 2021-March 2022

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 as set out in the **attached** Suppliers proposal dated 15 July 2020, Supplies optional additional services dated October 2020.

Expenses

Reference Schedule 2 clause 3

No Expenses are payable.

Daily Allowance

Reference Schedule 2 clause 3

No Daily Allowances are payable.

Invoices

Reference Schedule 2 Subject to clauses 3 and 11.7

The Supplier must send the Buyer an invoice for the Charges at the following times:

On completion of the Services.

Address for invoices

Reference Schedule 2 clause 3

	Buyer's address
For the attention of:	Buyer's contract manager
Address:	Accounts.payable@kapiticoast.govt.nz

Other instructions about invoices

None

Insurance

Reference Schedule 2 Clause 8.1

The Buyer does not require any specific insurance under this Contract other than the requirements under clause 8.1 of Schedule 2.

Changes to Schedule 2 and attachments

Liability

Clause 8 is amended by adding the following new clauses as clauses 8.2 and 8.3:

"8.2 Limitation: Each Party's liability to the other Party (whether in contract, tort including negligence, or otherwise) under or in connection with this Contract:

a. will not exceed:

- for the Buyer – , and
- for the Supplier – NZ\$1 million

b. is limited to losses caused directly by that Party, and

c. does not include any loss of revenue or profits, loss of anticipated savings, loss of opportunity, loss of production or loss of data, however caused.

8.3 Exceptions: Clause 8.2 does not limit a Party's liability:

- a. for any breach of clause 13 (Confidential Information)
- b. for any breach of clause 12.2 (Supplier warranties)
- c. for any deliberate breach of this Contract, malicious act or fraud, or
- d. to pay any amount duly payable under this Contract. "

Attachments

Reference 'Contract documents' described at Page 1

The Suppliers Proposal dated 15 July 2020, The Suppliers updated project delivery schedule dated October 2020

Suppliers proposal dated 15 July 2020, Suppliers optional additional services dated October 2020

