

The attached documents are provided to respond to questions 4, 5 and 6. The information provided cover the period 2014 to current. The document list order is as follows;

Q5 Endorsement of specified groups/organizations

- Ngati Tamainpo mandate letter
- Nga Uri o Mahanga Iwi Runanga Representative Endorsement letter
- Ngati Wairere mandate letter
- Ngati Haua Iwi Trust mandate letter

Q4/5 Endorsement of specified individuals and details of fees paid to individuals, or groups/organisations

Council Service Level Agreements Providers

- 2018 Te Ha o te Whenua o Kirikiriroa Procurement Plan
- 2014 Te Ha o te Whenua o Kirikiriroa Procurement Plan
- 2017 Te Runanga o Kirikiriroa Procurement Plan
- 2014 Te Runanga o Kirikiriroa Procurement Plan
- 2017 Council Kaumatau Tame Pokaia Procurement Plan

Council engaged Consultants

- Raymond Kumar Mangakotukutuku ICMP
- Raymond Kumar Rotokauri Greenway Project
- Tim Manukau Peacocke District Plan Change
- Tim Manukau Wet Water Policy

NGATI TAMAINUPO

Rawiri Bidois
Manager
Te Ha o te Whenua o Kirikiriroa Trust
PO Box 13054
Hillcrest
HAMILTON 3251

21/25 February 2017

RT

Tena koe Muna,

This is to confirm that Ngati Tamainupo gives mandated support to Te Ha o te Whenua o Kirikiriroa Charitable Trust ("THaWK") to manage Ngati Tamainupo mana whenua interests within the Hamilton City Council's boundaries for and on behalf of all Ngati Tamainupo beneficiary marae.

This mandate allows Te Ha o te Whenua o Kirikiriroa Charitable Trust to enter into any relationship agreement or contractual arrangement of benefit and interest to the mana whenua status of Ngati Wairere, Ngati Haua, Ngati Mahanga, Ngati Tamainupo and Ngati Koroki within the Hamilton City Council boundaries.

Noho ora mai



Hone Tahana

Kaumatua

Ngati Tamainupo

DATE:

Ngaa Uri o Maahanga iwi runanga
"Representative Endorsements"

7th september 2016

Kei ngaa marae o te hapuu o Ngaati Maahanga teenei ka mihi,

NuoM would like to endorse the following recipients to the position on Te Haa o te whenua o Kirikiriroa group in representing NuoM.

- Raiha Gray – Aramiro Marae (current member)
- Rangiua Riki – Aramiro Marae (current member)
- Milton Ngaruhe – Te Papa o Rotu Marae (newly appointed)

Me taku iti,



Te Awarutu Rikki Samuels
NuoM Chair – Oomaero paa rep

TE TAUMATA KAUMATUA O
NGATI WAIRERE

5 May 2014

Rawiri Bidois
Manager
Te Haa o te Whenua o Kirikiriroa Trust
PO Box 13054
Hillcrest
HAMILTON

Tena koe

This is to confirm that nga kaumata o te hapu of Ngati Wairere gives mandated support to Te Haa o te Whenua Kirikiriroa Charitable Trust ('THaWK) to manage Ngati Wairere mana whenua interests within the Hamilton City Council's boundaries for and on behalf of all Ngati Wairere beneficiaries, and beneficiary marae.

This mandate allows Te Haa o te Whenua o Kirikiriroa Charitable Trust to enter into any relationship agreement, or contractual arrangement of benefit and interest to the mana whenua status of Ngati Wairere, Ngati Haua, Ngati Mahanga, Ngati Tamainupo and Ngati Koroki within the Hamilton City Council boundaries.

Noho ora mai



Jim Pene

Kaumatua



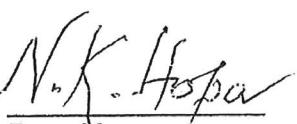
George Hopa

Kaumatua



Tuku Puhipuhi

Kaumatua



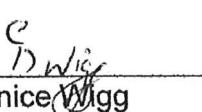
Pare Hopa

Kaumatua



Hakopa Puke

Kaumatua



Glenice Wigg

Interim Trustee



2 May 2014

Muna Wharawhara
Maori Relationship Advisor
Hamilton City Council
Private Bag 3010
Hamilton 3240

Tena koe Muna

This is to confirm that Ngāti Hauā gives mandated support to Te Hā o te Whenua o Kirikiriroa Charitable Trust ("THaWK") to manage Ngāti Hauā mana whenua interests within the Hamilton City Council boundaries for and on behalf of all Ngāti Hauā beneficiaries, and beneficiary marae .

This mandate allows Te Hā o te Whenua o Kirikiriroa Charitable Trust to enter into any relationship agreement, or contractual arrangement of benefit and interest to the mana whenua status of Ngāti Wairere, Ngāti Hauā, Ngāti Mahanga, Ngāti Tamainupō and Ngāti Korokī within the Hamilton City Council boundaries.

Na maua

Lance Rapana
Co-Chair
Ngāti Hauā Iwi Trust

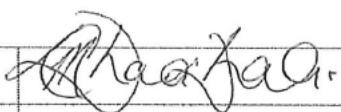
Mokoro Gillett
Co-Chair
Ngāti Hauā Iwi Trust

PROCUREMENT PLAN

SECTION A: CONTRACT DETAILS (MANDATORY SECTION)

NB: All fields are mandatory, if any of the fields are not applicable state "N/A".

Contract Title:	Guidance for Council by Te Haa O te Whenua O Kirikiriroa (THAWK)		
Number Request Date:	Thursday, 5 July 2018		
Group:	Performance		
Unit:	Strategy and Research		
Is there a related Business Case?	Yes	If yes; TRIM record #:	D-807051 – Review of Partnerships with Maaori (PwC report to Council 2013)
Estimated Value: (GST exclusive)	+ GST fixed plus + GST variable component to 1 July 2018 to 30 June 2020	Contract Term: 1 July 2018 to 31 March 2020 (24 months)	This contract will expire 30 June 2020 and will be subject to 1 annual right of renewal subject to satisfactory performance in line with contract
Tender Manager:	Muna Wharawhara	Supplier Selection Method:	Direct Appointment
RFx Method:	Direct Appointment	Contract Delivery Model:	Bespoke
Public or Private RFx?	Private	PIF (If Applicable) :	
If Private, who are the invited Tenderers?	Company Name	Contact Person	Email Address
	Te Haa O te Whenua O Kirikiriroa (THAWK)	Rawiri Bidois	
NZTA Funded?	No	If yes, complies with NZTA Procurement Manual & Endorsed Procurement Plan?	No
Payment Terms:	Capped		
Scope of the Project:			
The Trust will provide guidance, advice and support to Council to ensure that the mana whenua is able to exercise kaitiakitanga of the lands of Hamilton as provided for in the Resource Management Act 1991, Local Government Act 2002, other legislation and Council Policy.			
Background and Purpose (if Direct Appointment, please stipulate here the reasons why/justification for doing so):			
Hamilton City Council ("Council") values its engagement with Maaori. Te Haa o te Whenua o Kirikiriroa is an entity that is mandated by each of the individual hapuu with traditional rights and interest in Hamilton city to represent mana whenua and its engagement and consultation with HCC on matters of mutual interest.			

Objectives of the Project/Specification:			
<p>Council wishes to enter into an agreement with the Trust to provide an efficient and clear relationship with mana whenua. Relevant hapu (through the Trust) will deliver an agreed schedule of services which is in a consistent and measurable form. <u>There is currently no other recognised entity or organisation that has a mandate to perform this work.</u></p>			
Project Risks & Opportunities:			
<p>Risks:</p> <p>The primary risk relates to potential challenge from other parties regarding mandate for THAWK, in particular the mandate for Ngaati Wairere. However, we have written mandates secured from each hapuu, including Ngaati Wairere identifying THAWK as the entity representing the individual and collective interests of hapuu. This risk of a mandate challenge will be managed by referring mandate challenges back to hapuu for resolution.</p>			
Key Stakeholders (Including any Consultation required):			
<p><i>Refer to Business Case</i></p>			
Conflict of Interest Declarations (Form 9)			
<p>Conflict of Interest and Confidentiality Declarations will be completed by the Tender Evaluation Teams and also those staff/consultants who are involved in the tender processes for the Hamilton City Council, or have access to the tender process and any files associated, prior to the evaluating the tender. Conflict of Interest Declarations for the evaluation team should be reviewed throughout the evaluation process and any changes recorded.</p>			
<p>Any declarations that have been made and the proposed action to mitigate the risks associated with those declarations of conflict of interest will be recorded on Form 9.</p>			
PROCUREMENT TEAM SECTION:			
<p>(Form to be sent to procurement@hcc.govt.nz for review, update of the below section and number allocation <u>prior</u> to Project Sponsor sign off)</p>			
<i>Contract Number:</i>	13290	<i>Date Issued:</i>	1/07/18
<i>Project Sponsor Name:</i>	Richard Briggs	<i>Project Sponsor Title:</i>	Chief Executive, Hamilton City Council
<i>Approved Contract Sum (If Direct Appt):</i>		<i>Estimated Start Date:</i>	1 July 2018
		<i>Estimated Completion Date:</i>	30 June 2020
PROJECT APPROVAL:			
Recommended by Project Manager:			
<i>Name:</i>	Muna Wharawhara	<i>Signature:</i>	
<i>Title:</i>	Amorangi Maaori	<i>Date:</i> 1 July 2018	
Approved by Project Sponsor (or GM if Direct Appointment over \$10,000):			
<i>Name:</i>	Richard Briggs	<i>Signature:</i>	
<i>Title:</i>	Chief Executive, Hamilton City Council	<i>Date:</i> 1 July 2018	

PROCUREMENT PLAN

SECTION A: CONTRACT DETAILS (MANDATORY SECTION)

NB: All fields are mandatory, if any of the fields are not applicable state "N/A".

Contract Title:	Guidance for Council by Te Haa O te Whenua O Kirkiriroa (THAWK)		
Number Request Date:	Tuesday, 18 March 2014		
Group:	Performance		
Unit:	Strategy and Research		
Is there a related Business Case?	Yes	If yes; TRIM record #:	D-807051 Business Case C-3172 Report to Council C-3205 Finance Committee minutes 3/4/14
Estimated Value: (GST exclusive)	<p>[REDACTED] + GST fixed plus [REDACTED] + GST variable component</p> <p>-</p>	Contract Term: 1 April 2014 to 1 April 2017 Contract will operate and be renewed on a yearly basis and subject to an annual performances based review being satisfactorily met by THaWK.	Annual review dates; 31 March 2015 31 March 2016
Tender Manager:	Aaron Fleming	Supplier Selection Method:	Direct Appointment
RFx Method:	Direct Appointment	Contract Delivery Model:	Bespoke
Public or Private RFx?	Private	PIF (If Applicable) :	
If Private, who are the invited Tenderers?	Company Name	Contact Person	Email Address
	Te Haa O te Whenua O Kirkiriroa (THAWK)	Rawiri Bidois	[REDACTED]
NZTA Funded?	No	If yes, complies with NZTA Procurement Manual & Endorsed Procurement Plan?	No
Payment Terms:	Capped		
Scope of the Project: The Trust will provide guidance, advice and support to Council to ensure that the mana whenua are able to exercise kaitiakitanga of the lands of Hamilton as provided for in the Resource Management Act 1991, Local Government Act 2002, other legislation and Council Policy.			
<input type="checkbox"/> I declare that the information contained in this form is true and correct to the best of my knowledge and belief.			

Background and Purpose (if Direct Appointment, please stipulate here the reasons why/justification for doing so):

Hamilton City Council ("Council") values its engagement with Māori and continuously seeks to better understand and respond to views of iwi, mana whenua and mataawaka situated within Kirikiriroa. The Trust exists to ensure that mana whenua interests are recognised in Kirikiriroa and to ensure that advice is sought from the appropriate and mandated advisors.

Objectives of the Project/Specification:

Council wishes to enter into an agreement with the Trust to provide an efficient and clear relationship with mana whenua. Relevant hapu (through the Trust) will deliver an agreed schedule of services which is in a consistent and measurable form.

Project Risks & Opportunities:**Risks:**

The primary risk relates to potential challenge from other parties regarding mandate for THAWK. There may be other groups or individuals that believe that they have the appropriate mandate to undertake this work. However, we have written mandate secured from the key kaumatua from the appropriate hapu. This risk will be managed by sending mandate challenges back to marae for resolution

Key Stakeholders (Including any Consultation required):

Refer to Business Case

Conflict of Interest Declarations (Form 9)

Conflict of Interest and Confidentiality Declarations will be completed by the Tender Evaluation Teams and also those staff/consultants who are involved in the tender processes for the Hamilton City Council, or have access to the tender process and any files associated, prior to the evaluating the tender. Conflict of Interest Declarations for the evaluation team should be reviewed throughout the evaluation process and any changes recorded.

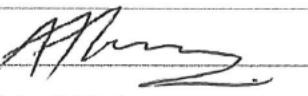
Any declarations that have been made and the proposed action to mitigate the risks associated with those declarations of conflict of interest will be recorded on Form 9.

PROCUREMENT TEAM SECTION:

(Form to be sent to procurement@hcc.govt.nz for review, update of the below section and number allocation prior to Project Sponsor sign off)

Contract Number:	13290	Date Issued:	26/03/2014
Project Sponsor Name:	Blair Bowcott	Project Sponsor Title:	GM Performance
Approved Contract Sum (If Direct Appt):		Estimated Start Date:	1 April 2015
		Estimated Completion Date:	1 April 2017

PROJECT APPROVAL:**Recommended by Project Manager:**

Name:	Aaron Fleming	Signature:	
Title:	Unit Manager Strategy and Research	Date:	1 April 2014

Approved by Project Sponsor (or GM if Direct Appointment over \$10,000):

Name:	Blair Bowcott	Signature:	
Title:	GM Performance	Date:	1 April 2014

PROCUREMENT PLAN

SECTION A: CONTRACT DETAILS (MANDATORY SECTION)

NB: All fields are mandatory, if any of the fields are not applicable state "N/A".

Contract Name:	Research Strategy and Policy and Cultural Support Services - Maataawaka		
Number Request Date:	Thursday, 13 April 2017		
Group:	Strategy and Communications		
Unit:	Cultural and Strategic Advisor	Capital Contract	Non Capital
Is there a related Business Case?	No	If yes; TRIM record #:	N/A
Estimated Value: (GST exclusive)	[REDACTED]	Contract Term/Estimated Start and End Dates:	Start: 01/04/2017 End: 31/03/2020
Tender Manager:	Muna Wharawhara	Supplier Selection Method:	Direct Appointment
RFx Method:	Direct Appointment	Contract Delivery Model:	Bespoke
PIF (If Applicable):	Free text here.		
Advertising Publically or Privately? (If Direct Appointment or Grants select 'Private', if AOG/Syndicated, select Public)			Private
If Private, who are the invited Tenderers?	Company Name	Contact Person	Email Address
	Te Rūnanga o Kirikiriroa Charitable Trust	Mere Balzer	[REDACTED]
NZTA Funded?	No	If yes, complies with NZTA Procurement Manual & Endorsed Procurement Plan?	N/A
Payment Terms:	20th Month		
Scope of the Project:			
<p>The intent and purpose of this agreement is to set out the agreed service levels that TRoK will provide in respect to guidance and advice to Council on strategy and policy matters as well as a level of cultural representation and support that is also required by the Council.</p>			
Background and Purpose (If Direct Appointment, please stipulate here the reasons why/justification for doing so <u>and</u> how this decision results in Best Value for Council - Note, these reasons must comply with one of the five acceptable criteria outlined in the Procurement Policy - See D-2187279) :			
Refer to Draft Agreement D-2371049			

Objectives of the Project/Specification:

Refer to Draft Agreement D-2371049

Project Risks & Opportunities:
Risks:

- Low risk. TeROK have provided this service to HCC for a number of years and are a trusted supplier

Opportunities:

- HCC through this service level agreement are able to meet it's legislative responsibilities to Maaori under the 2002 LGA, in particular Maaori input into decision-making processes.

Key Stakeholders (Including any Consultation required):

N/A

*** CONFLICT OF INTEREST DECLARATIONS (TEMPLATE 2)**

Conflict of Interest and Confidentiality Declarations will be completed by all members of the Project Team, including the Tender Evaluation Teams, and also any staff/consultants who are working for HCC on the tender or appointment, or have access to the tender process and any files associated, prior to the evaluating the tender or engaging the Vendor.

Conflict of Interest Declarations for the project team should be reviewed throughout the procurement process and any changes recorded.

Any declarations that have been made and the proposed action to mitigate the risks associated with those declarations of conflict of interest will be recorded on Template 2.

*** MANDATORY GATEWAY CHECKLIST (TEMPLATE 3)**

The Project/Tender Manager shall be responsible for the completion and management of the Mandatory Gateway Checklist.

This checklist provides an audit tool of Project Sponsor sign off during the procurement and contract management process and also provides guidance to the Project Manager on mandatory documents that need to be completed and stored in the TRIM contract folder.

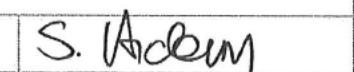
PROJECT APPROVAL:

Approved Contract Sum (If Direct Appt):		Estimated Start Date:	01/04/2017
		Estimated End Date:	31/03/2020

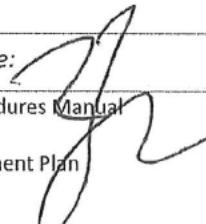
Recommended by Project Manager:

Name:	Muna Wharawhara	Signature:	
Title:	Amorangi Maaori	Date:	17.7.2017

Approved by Project Sponsor (or UM if Direct Appointment between \$50,000 and \$100,000):

Name:	Sean Hickey	Signature:	
Title:	General Manager Strategy and Communication	Date:	19.7.2017

Approved by Delegated Authority:

Name:	Richard Briggs	Signature:	
			20.7.2017

<i>Title:</i>	Chief Executive	<i>Date:</i>	
PROCUREMENT TEAM SECTION:			
(Form to be sent to procurement@hcc.govt.nz for review, update of the below section and number allocation prior to Project Sponsor sign off)			
<i>Contract Number:</i>	16351	<i>Date Issued:</i>	28/04/2017
<i>Project Sponsor Name:</i>	Richard Briggs	<i>Project Sponsor Title:</i>	Chief Executive

PROCUREMENT PLAN

SECTION A: CONTRACT DETAILS (MANDATORY SECTION)

NB: All fields are mandatory, if any of the fields are not applicable state "N/A".

Contract Title:	Matawaka advice to Council by Te Runanga o Kirikiriroa		
Number Request Date:	Friday, 27 June 2014		
Group:	Performance		
Unit:	Strategy and Research		
Is there a related Business Case?	Yes	If yes; TRIM record #:	D-807051 Business Case C-3172 Report to Finance Committee C-3205 Finance Committee minutes 3/4/14 D-1385975 Signed SLA contract
Estimated Value: (GST exclusive)	[REDACTED]	Contract Ter	1 April 2014 to 1 April 2017. Subject to an annual performance based review being satisfactorily met by TeROK. Annual review dates: 31 March 2015 & 31 March 2016
Tender Manager:	Aaron Fleming	Supplier Selection Method:	Direct Appointment
RFx Method:	Direct Appointment	Contract Delivery Model:	Bespoke
Public or Private RFx?	Private	PIF (If Applicable) :	
If Private, who are the invited Tenderers?	Company Name	Contact Person	Email Address
	Te Runanga o Kirikiriroa Trust	Mere Balzer	[REDACTED]
NZTA Funded?	No	If yes, complies with NZTA Procurement Manual & Endorsed Procurement Plan?	No
Payment Terms:	Capped		
Scope of the Project:	<p>The Trust will provide advice, feedback and support on matters of strategy/policy review to ensure maataawaka views are recognised and considered in the formulation of strategies, policies and by-laws.</p>		
Background and Purpose (if Direct Appointment, please stipulate here the reasons why/justification for doing so):	<p>This is a Direct Appointment as Te Runanga o Kirikiriroa Trust are the only mataawaka group within Hamilton City who are able to provide the level of advice, information and support required under this Service Level Agreement. This provides best value for Council on the grounds of quality trusted advice and service by a mataawaka group.</p>		

Hamilton City Council (Council) values its engagement with Maori and continuously seeks to better understand and respond to views of Iwi, mana whenua and maataawaka situated in Kirikiriroa. The Trust exists to ensure that maataawaka interests are recognised in Kirikiriroa and to ensure that advice is sought from the appropriate group that have the trust and confidence of maataawaka living in Kirikiriroa.

Objectives of the Project/Specification:

Council wish to enter into an agreement with TeROK to provide Council with information on trends and issues for Maori in Kirikiriroa that enables Council to assist in the development of effective strategy and policy. TeROK will also have the opportunity to represent mandated views of maataawaka at steering groups. TeROK shall also provide support to Councils Kaumatua Tame Pokaia where required.

Project Risks & Opportunities:

The value of the Service Level Agreement has been heavily reduced from the previous contract [REDACTED] down to [REDACTED] narrowing the scope of services once provided by TeROK. There will be a period of transition of certain services once provided by TeROK to the new provider of those services.

Key Stakeholders (Including any Consultation required):

Refer to business case

Conflict of Interest Declarations (Form 9)

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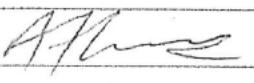
PROCUREMENT TEAM SECTION:

(Form to be sent to procurement@hcc.govt.nz for review, update of the below section and number allocation prior to Project Sponsor sign off)

Contract Number:	14000	Date Issued:	01/07/2014
Project Sponsor Name:	Blair Bowcott	Project Sponsor Title:	GM Performance
Approved Contract Sum (If Direct Appt):	[REDACTED]	Estimated Start Date:	1 April 2014
		Estimated Completion Date:	31 March 2017

PROJECT APPROVAL:

Recommended by Project Manager:

Name:	Aaron Fleming	Signature:	
Title:	Unit Manager Strategy and Research	Date:	1/7/14

Approved by Project Sponsor (or GM if Direct Appointment over \$10,000):

Name:	Blair Bowcott	Signature:	
Title:	GM Performance	Date:	2/7/14

PROCUREMENT PLAN

SECTION A: CONTRACT DETAILS (MANDATORY SECTION)

NB: All fields are mandatory, if any of the fields are not applicable state "N/A".

Contract Name:	Council Kaumatua		
Number Request Date:	Thursday, 13 April 2017		
Group:	Strategy and Communications		
Unit:	Strategy	Capital Contract	Non Capital
Is there a related Business Case?	No	If yes; TRIM record #:	N/A
Estimated Value: (GST exclusive)	[REDACTED]	Contract Term/Estimated Start and End Dates:	Term of this Agreement commences 1 January 2017 and will expire 1 January 2020
Tender Manager:	Muna Wharawhara	Supplier Selection Method:	Direct Appointment
RFx Method:	Direct Appointment	Contract Delivery Model:	IPENZ Short Form
PIF (If Applicable):	Free text here.		
Advertising Publically or Privately? (If Direct Appointment or Grants select 'Private', if AOG/Syndicated, select Public)	Private		
If Private, who are the invited Tenderers?	Company Name	Contact Person	Email Address
	Tame Pokaia		[REDACTED]
NZTA Funded?	No	If yes, complies with NZTA Procurement Manual & Endorsed Procurement Plan?	N/A
Payment Terms:	20th Month		
Scope of the Project:			
To recognise the Council Kaumatua role and resource the provision of the functions of the Kaumatua.			
Background and Purpose (if Direct Appointment, please stipulate here the reasons why/justification for doing so and how this decision results in Best Value for Council - Note, these reasons must comply with one of the five acceptable criteria outlined in the Procurement Policy - See D-2187279) :			
Direct Appointment at CE level. This contract is a continuation of services prescribed under previous Kaumatua contract 13199.			
Objectives of the Project/Specification:			
To provide cultural support to Mayor, elected members, CE and staff as required			

Project Risks & Opportunities:
Risks:

- Low risk as kaumatua is appointed from Maaori King to this role and endorsed by Hamilton City Council

Opportunities:

- Stable services from known and respected individual

Key Stakeholders (Including any Consultation required):
*** CONFLICT OF INTEREST DECLARATIONS (TEMPLATE 2)**

Conflict of Interest and Confidentiality Declarations will be completed by all members of the Project Team, including the Tender Evaluation Teams, and also any staff/consultants who are working for HCC on the tender or appointment, or have access to the tender process and any files associated, prior to the evaluating the tender or engaging the Vendor.

Conflict of Interest Declarations for the project team should be reviewed throughout the procurement process and any changes recorded.

Any declarations that have been made and the proposed action to mitigate the risks associated with those declarations of conflict of interest will be recorded on Template 2.

*** MANDATORY GATEWAY CHECKLIST (TEMPLATE 3)**

The Project/Tender Manager shall be responsible for the completion and management of the Mandatory Gateway Checklist.

This checklist provides an audit tool of Project Sponsor sign off during the procurement and contract management process and also provides guidance to the Project Manager on mandatory documents that need to be completed and stored in the TRIM contract folder.

*** MINIMUM INSURANCE LEVELS**
For non-physical works (this includes consultant contracts):

- Public Liability Insurance, minimum limit of indemnity \$5,000,000
- Professional Indemnity Insurance, minimum limit of indemnity \$2,000,000, including Continuation of Coverage undertaking for up to (6) years.

For physical works (this includes consultant contracts):

- Public Liability Insurance, minimum limit of indemnity \$5,000,000
- Motor Vehicle Third Party Liability Insurance, minimum limit of indemnity \$2,000,000, including Principals Liability.
- Professional Indemnity Insurance, minimum limit of indemnity \$2,000,000, including Continuation of Coverage undertaking for up to (6) years.
- Contract Works Insurance, including Council as an Insured.
- Contractors Plant and Equipment Insurance.

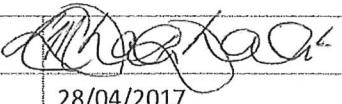
ANY AND ALL DEVIATION FROM THE ABOVE REQUIRES APPROVAL FROM HCC'S INSURANCE MANAGER AND ARE TO BE MANAGED AS PART OF THIS PROCUREMENT PLANNING PROCESS.

PROJECT APPROVAL:

Approved Contract Sum	\$150,000	Estimated Start Date:	01/01/2017
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<i>(If Direct Appt):</i>		<i>Estimated End Date:</i>	01/01/2020
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Recommended by Project Manager:

<i>Name:</i>	Muna Wharawhara	<i>Signature:</i>	
<i>Title:</i>	Amorangi Maaori	<i>Date:</i>	28/04/2017

Approved by Project Sponsor (or UM if Direct Appointment between \$50,000 and \$100,000):

<i>Name:</i>	Sean Hickey	<i>Signature:</i>	
<i>Title:</i>	General Manager Strategy & Communication	<i>Date:</i>	28/04/2017

Changes to Minimum Insurance Levels Approved by Insurance Manager (if applicable):

<i>Name:</i>		<i>Signature:</i>	
<i>Title:</i>		<i>Date:</i>	

PROCUREMENT TEAM SECTION:

(Form to be sent to procurement@hcc.govt.nz for review, update of the below section and number allocation **prior to** Project Sponsor sign off)

<i>Contract Number:</i>	16352	<i>Date Issued:</i>	28/04/2017
<i>Project Sponsor Name:</i>	Sean Hickey	<i>Project Sponsor Title:</i>	General Manager Strategy and Communication

SHORT FORM AGREEMENT FOR CONSULTANT ENGAGEMENT
CONTRACT 13199 - COUNCIL KAUMATUA

Between: Hamilton City Council

.....
(Client)

And: Tame Pokaia

.....
(Consultant)

Collectively referred to herein as the "Parties" and individually as a "Party"

Project: Provision of Kaumatua services and function.	Location: Hamilton City.
---	------------------------------------

Scope & Nature of the Services:

This contract exists to recognise this role and resource the provision of the functions of the Kaumatua and is outlined in the attached schedule.

The scope of the advice provided to the Mayor, elected members and Council management and staff will encompass:

- **Politics** - advice and assistance with building and maintaining relationships with Maori organisations key to the well-being of the city and the Maori population living in the city.
- **Protocol** - management of and assistance in coordinating Council's interaction and attendance at key Maori functions and hui.
- **Problem solving** - acting on requests from Council management, provide advice, coordination and where appropriate direct assistance with resolving any issues relating to Maori within the city.
- **Process** - facilitate communication between the Maori organisations and individuals that have a formal relationship with Council. Provide guidance and coordination to ensure that the various services are provided in an integrated and complementary manner.

Programme for the Services:

The term of this Agreement (the "Agreement") commences on 1 January 2013 and will expire on 1 January 2014 (the "Term").

14
BEB

15
BSB

Fees & Timing of Payments:

The fee payable shall be [REDACTED] inclusive of all disbursements and travel costs. Travel time shall not be paid.

The Consultant shall invoice the Client on a monthly basis before the 3rd working day of the month. In relation to Withholding Tax, the Consultant agrees that Council will deduct 33% with receipt of an IR 330.

Information or Services to be Provided by the Client:

Nil.

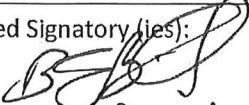
The Client engages the Consultant to provide the Services described above and the Consultant agrees to perform the Services for the remuneration provided above. Both Parties agree to be bound by the provision of the Short Form Model Conditions of Engagement (overleaf), including clauses 2, 3, 9 and 10 and any variations noted below. Once signed, this agreement, together with the conditions overleaf and any attachments, will replace all or any oral agreement previously reached between the Parties.

Variations to the Short Form Model Conditions of Engagement (Overleaf):

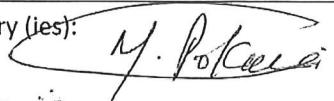
Clause 8 Late payment penalties shall not apply.

Clause 11 Shall be deleted.

Clause 12 Shall be deleted.

Client Authorised Signatory (ies):


Print Name: Blair Bowcott
Date: 10/2/14

Consultants Authorised Signatory (ies):


Print Name: Tame Pokaii.
Date: 10 Feb 2014

SHORT FORM MODEL CONDITIONS OF ENGAGEMENT

1. The Consultant shall perform the Services as described in the attached documents.
2. Nothing in this Agreement shall restrict, negate, modify or limit any of the Client's rights under the Consumer Guarantees Act 1993 where the Services acquired are of a kind ordinarily acquired for personal, domestic or household use or consumption and the Client is not acquiring the Services for the purpose of a business.
3. The Client and the Consultant agree that where all, or any of, the Services are acquired for the purposes of a business the provisions of the Consumer Guarantees Act 1993 are excluded in relation to those Services.
4. In providing the Services the Consultant shall exercise the degree of skill, care and diligence normally expected of a competent professional.
5. The Client shall provide to the Consultant, free of cost, as soon as practicable following any request for information, all information in his or her power to obtain which may relate to the Services. The Consultant shall not, without the Client's prior consent, use information provided by the Client for purposes unrelated to the Services. In providing the information to the Consultant, the Client shall ensure compliance with the Copyright Act 1994 and shall identify any proprietary rights that any other person may have in any information provided.
6. The Client may order variations to the Services in writing or may request the Consultant to submit proposals for variation to the Services. Where the Consultant considers a direction from the Client or any other circumstance is a Variation the Consultant shall notify the Client as soon as practicable.
7. The Client shall pay the Consultant for the Services the fees and expenses at the times and in the manner set out in the attached documents. Where this Agreement has been entered by an agent (or a person purporting to act as agent) on behalf of the Client, the agent and Client shall be jointly and severally liable for payment of all fees and expenses due to the Consultant under this Agreement.
8. All amounts payable by the Client shall be paid within twenty (20) working days of the relevant invoice being mailed to the Client. Late payment shall constitute a default, and the Client shall pay default interest on overdue amounts from the date payment falls due to the date of payment at the rate of the Consultant's overdraft rate plus 2% and in addition the costs of any actions taken by the Consultant to recover the debt.
9. Where Services are carried out on a time charge basis, the Consultant may purchase such incidental goods and/or Services as are reasonably required for the Consultant to perform the Services. The cost of obtaining such incidental goods and/or Services shall be payable by the Client. The Consultant shall maintain records which clearly identify time and expenses incurred.
10. Where the Consultant breaches this Agreement, the Consultant is liable to the Client for reasonably foreseeable claims, damages, liabilities), losses or expenses caused directly by the breach. The Consultant shall not be liable to the Client under this Agreement for the Client's indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.
11. The maximum aggregate amount payable, whether in contract, tort or otherwise, in relation to claims, damages, liabilities, losses or expenses, shall be five times the fee (exclusive of GST and disbursements) with a maximum limit of \$NZ500,000.
12. Without limiting any defences a Party may have under the Limitation Act 2010, neither Party shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on a Party within 6 years from completion of the Services.
13. The Consultant shall take out and maintain for the duration of the Services a policy of Professional Indemnity insurance for the amount of liability under clause 11. The Consultant undertakes to use all reasonable endeavours to maintain a similar policy of insurance for six years after the completion of the Services.
14. If either Party is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution.
15. Intellectual property prepared or created by the Consultant in carrying out the Services ("New Intellectual Property") shall be jointly owned by the Client and the Consultant. The Client and Consultant hereby grant to the other an unrestricted royalty-free license in perpetuity to copy or use New intellectual Property. Intellectual property owned by a Party prior to the commencement of this Agreement and intellectual property created by a Party independently of this Agreement remains the property of that Party. The ownership of data and factual information collected by the Consultant and paid for by the Client shall, after payment by the Client, lie with the Client. The Consultant does not warrant the suitability of New Intellectual Property for any purpose other than the Services or any other use stated in the Agreement.
16. The Consultant has not and will not assume any obligation as the Client's Agent or otherwise which may be imposed upon the Client from time to time pursuant to the Health and Safety in Employment Act 1992 ("the Act") arising out of this engagement. The Consultant and Client agree that in terms of the Act, the Consultant will not be the person who controls the place of work.
17. The Client may suspend all or part of the Services by notice to the Consultant who shall immediately make arrangements to stop the Services and minimise further expenditure. The Client and the Consultant may (in the event the other Party is in material default) terminate the Agreement by notice to the other Party. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
18. The Parties shall attempt in good faith to settle any dispute by mediation.
19. This Agreement is governed by the New Zealand law, the New Zealand courts have jurisdiction in respect of this Agreement, and all amounts are payable in New Zealand dollars.

SITE INSTRUCTION/VARIATION NO. 1**FILE NO.**

CONTRACT NO.: 13199

TITLE: Council Kaumatua

CONTRACTOR: Tame Pokaia

ISSUED: 03/04/14

- Contract Notification/Site Instruction
- Variation Order: No change in value
- Variation Order: as per Schedule of Prices
 as per quotation
 price required

<u>Details</u>	<u>Reference</u>
<i>Contract extended to 31 December 2016 as per council minutes,</i> [REDACTED]	D- 1321370 Orig. Contract D- 1650448 Minutes
Previous Cost Value :	[REDACTED]
Variation Amount Value:	[REDACTED]
Amended Cost Value:	[REDACTED]

Work to be Completed by 31/12/16

Issued by: Muna Wharawhara

Approved: Blair Bowcott
General Manager Performance 24/12/15

Rotokauri Greenway (swale) Designation - Cultural Impact Assessment

Purchase Order Number: 2743

This is a guiding document that reflects the agreed scope / outcomes by all parties. It describes the tasks, time frames and cost to undertake the work.

Name: Cultural Impact Assessment	
Group: City Growth	Unit: Development
Site Location: Rotokauri - Greenway Designation Area	
Client Rep: Leigh Cornes	Consultant Rep: THaWK - Rawiri Bidois Author: Moko Tauriki

A. Project Outcomes

Development of a Cultural Impact Assessment (CIA) for the Rotokauri Greenway in consultation with representatives of Te Ha a o te Whenua o Kirikiriroa, prior to the Greenway Notice of Requirement hearing in November 2019.

B. Services to be provided

- Meeting with the Beca planning team for project briefing.
- Meeting with the respective hapuu for the area and THAWK representatives to draft the CIA.
- Meeting with council representatives to research input to the cultural impact assessment.
- Once all information gathered, drafting the Rotokauri Greenway CIA document.
- 1 meeting with Craig Sharman from Beca Planning team to review first draft.
- Steph Kirk (Beca) can be made available to assist in writing of the CIA document.

C. Commencement and Completion Dates

Commencement 23 September 2019.

Completion 15th November 2019.

Indicative programme below;

Task	Hours	Considerations	Start	Completion
Review of project technical reports and historical cultural CIA reports	25	Let's look at how BECA can support in this space. Please note that their time is separate from my time that I have allowed in this phase.	23/09/19	05/10/19
Meeting with THaWK	1		5/10/2019	05/10/19
CIA Report writing time	25		5/10/2019	10/10/19
Meeting with THaWK – Waikato-Tainui (DRAFT 1 CIA)	3	THaWK members to review report and provide their feedback. This is still an indicative time.	10/10/19	10/10/19

CIA Report writing time	25		11/10/19	23/10/19
Meeting with THaWK – Waikato-Tainui (DRAFT 2 CIA)	3	THaWK members to review report and provide their feedback.	31/10/19	31/10/19
Meeting with Rotokauri Greenway project team to finalise document – THaWK to sign off FINAL CIA	3	Consider an appropriate venue. THaWK to advise.	07/11/19	07/11/19
Contingency		Unforeseen costs as agreed between myself and HCC.		

D. Deliverables

Deliverables may include, but not be limited to, the following:

- Drafting of the Rotokauri Greenway CIA which covers the following scope:
 - Introduction/Project Summary (Why the CIA is being developed)
 - Pre-european Maori history of the area
 - Ngaa Hapu (Stories from the relevant hapu)
 - Relevant guiding protocols/principles
 - Kliingitanga
 - Kaitiakitang etc
 - Sites of significance
 - Archaeological
 - Ecological
 - Ongoing consultation requirements
 - Relevant legislation
 - Recommended Mitigation and protocols
 - E.g. the need for a Rotokauri Greenway Mitigation Plan could be mentioned, and ongoing engagement with mana whenua partners
- Draft CIA to be completed in time for Beca review a week prior to due date to ensure the document is ready for use at the hearing.

E. Key Performance Indicators

Performance with respect to Time

Performance with respect to Budget

Performance with respect to Quality

Performance with respect to Client Satisfaction

F. Fee

This project has a **max capped value of** [REDACTED] to be paid to THaWK, the below discusses the two components of work included in this package.

1. Complete Cultural Impact Assessment (CIA) by 15th November 2019 - [REDACTED]
 - Completion dates in the table below is an indicator which will be worked towards.
2. Consult with representatives of the area and Te Haa o te Whenua o Kirikiriroa - [REDACTED]
 - Consultation costs is the fee that will go to the THaWK membership and members whom they consider relevant to help inform the CIA. This will include costs for catering, meeting venue hireage, travel, site visits, review of report/literature.

- The fee is payable to the 'Hapuu' representatives (x2) and not all participants who attend THaWK hui. Some hapuu have more than 2 members that attend. The distribution of the fee will be the responsibility of the two 'hapuu' mandated/primary representatives to THaWK.

G. Other Consultants

Beca – key project lead is Alec Duncan supported by Stephanie Kirk, in the past Stephanie has been involved in NZTA Hamilton Section Project. There will certainly be aspects of the report that Beca will be able to assist with. The Beca team comes with some learned knowledge from working on the Hamilton Section of the Waikato Expressway and some of that knowledge will be transferable into this project.

Contact HCC if engagement of other consultants is required.

H. Client Provided Information

The additional information provided is:

- Greenway Notice of Requirement documentation, including Archaeological assessment and previous engagement with THaWK.
- Copies of the previous NAMTOK CIA's for Te Rapa Bypass and Rotokauri Structure Plan (to provide background CIA context from Ngati Wairere).

This has been reviewed by all parties and amended as per our catch up on 8/10/19.

*Hcc copy**Req.*

New Supplier Application Form



Private Bag 3010, Hamilton. Ph 07 838 6699

Please note that all the fields with a * are mandatory. The application will not be processed if any of those points is not completed.

SECTION A: Application Details (HCC Requestor to fill in prior to sending to applicant)

* Requested By: Paul S Ryan	* Requester's Unit: City Planning
* Supplier's Legal Name: Raymond Kumar	
<p>* Reason for Addition of Supplier: This supplier has specialist skills, knowledge and experience of matters relating to engagement with mana whenua and iwi and the identification, assessment and management of effects of activities and development on Maori interests. While other suppliers have similar expertise, because of their existing work commitments, they do not currently have capacity to undertake the work in a timely manner that Council requires to be completed. The supplier is acceptable to mana whenua and iwi with whom he will engage.</p> <p><i>Approved for CON# 1835/</i></p>	
Supplier Category (People Soft): <i>Community & Stakeholder Consultations</i>	* Please set up the Supplier with the details above as: <input type="checkbox"/> One Off Supplier <input checked="" type="checkbox"/> Permanent Supplier
* Level 1 (parent code): 118 * Level 2 (SIC Code): 08	

The Supplier previously existed in our system but has since been "Inactivated"; please:

(This can only be used if the Supplier has been used within the last 24 months)

Reactivate Supplier

SECTION B: Supplier Details (Applicant to complete)

* Physical Address: <i>[Redacted]</i>	* Payment Address: (if different from physical address) <i>[Redacted]</i>	
* Contact Name(s): <i>Raymond Kumar</i>	Payment Terms (this is non-negotiable): <i>20th following month</i>	* GST Number: <i>[Redacted]</i>
* Phone / Mobile Number: <i>[Redacted]</i>	Fax Number: <i>[Redacted]</i>	0800 Number: <i>[Redacted]</i>
* Email address for remittance: <i>[Redacted]</i>	* Local Supplier Hierarchy Level (1-7): (refer New Supplier Starter Pack for definition)	
* Email for receiving orders electronically: <i>[Redacted]</i>		
* Describe In 10 Words Or Less The Products and/or Services You Supply: <i>Environmental & Cultural Advice</i>		

SECTION C: Terms and Condition Acceptance (Supplier to print form and sign)

I/We have read and understood the Hamilton City Council Purchase Order/Work Order Terms and Conditions contained in the New Supplier Starter Pack provided to me by Hamilton City Council and accept that the Purchase Order/Work Order Terms and Conditions will apply to all transactions between the two parties.

* Signed on behalf of the Supplier/Contractor

Raymond Kumar

* Name (Print) *Raymond Kumar*

* Position *Cultural Advisor*

* Date *31/01/2019*

Please return this completed form along with a copy of a **Bank Deposit Slip** or a **Bank Statement Header** to confirm your bank details. To make sure there is no delay in the set up process, ensure you supply all the documentation requested.

Return Address: Hamilton City Council, Private Bag 3010, Hamilton

SECTION D: Application Authorisation (HCC Procurement and Accounts Authorisation Section)

Application Approval:	Status (Please Circle):	<input checked="" type="radio"/> Approved	Rejected
Reasons for rejection:			
Name: <i>Sarah Wilson</i>	Date: <i>14/2/19</i>		
System Information:			
Date Application Received:	Date Database Updated:		
Creditor Number:			

SHORT FORM AGREEMENT FOR CONSULTANT ENGAGEMENT

CONTRACT 1835 - Iwi and hapū inputs to the Stormwater Master Plan v2 and Mangakotukutuku ICMP

Between: Hamilton City Council (HCC) (*Client*)

And: Raymond Kumar (*Consultant*)

Collectively referred to herein as the "Parties" and individually as a "Party"

The Projects:

1. Hamilton City Stormwater Master Plan Version 2 (SMPv2), and
2. Mangakotukutuku Integrated Catchment Management Plan (ICMP)

Locations:

Project 1: Hamilton City in its entirety.
 Project 2: Mangakotukutuku catchment study area – see Appendix 1

Scope & Nature of the Services:

Background

1. The Mangakotukutuku ICMP will identify how HCC will manage stormwater, water supply and wastewater (the three waters) within the part of the Mangakotukutuku catchment shown as the "Cultural Study Area Extent" on Figure 1 in Appendix 1. The ICMP will inform funding requests for three waters infrastructure in the catchment.
2. The SMPv2 is a high-level plan identifying how stormwater will be managed City-wide. It will identify issues, opportunities and priorities and will support high level funding requests for projects to manage stormwater.
3. There are opportunities within these two work-streams to:
 - a. Recognise and provide for iwi and mana whenua's relationships with their ancestral landscape;
 - b. Achieve some of Waikato-Tainui's cultural and environmental aspirations regarding connecting with the land and Waikato River and its tributaries;
 - c. Help achieve the Vision and Strategy for the Waikato River, including protecting and enhancing the Mangakotukutuku Stream, Waikato River and other tributaries;
 - d. Embed mātauranga Māori in development of the City; and
 - e. Influence what HCC spends ratepayers' money on.
4. On 6 September 2018, at a hui held at Te Waananga o Aotearoa's Mangakotukutuku campus, which was attended by Te Whakakitenga o Waikato (TWOw), Te Haa o te Whenua o Kirikiriroa (THaWK) and HCC staff, it was agreed that HCC would prepare briefs for TWOw and THaWK to provide cultural inputs to the Mangakotukutuku ICMP and SMPv2.
5. However, after providing briefs to TWOw and THaWK, it became apparent that the organisations had insufficient capacity to carry out in a timely manner the work the briefs required. Accordingly, it was agreed with the organisations that a Consultant would be engaged to do the work in consultation with them. This agreement sets out the requirements for that engagement.

The Consultant's Role

6. The Consultant is not a spokesperson for TWOw or THaWK but is to assist with two-way communications between HCC on the one hand and TWOw and THaWK on the other. The Consultant shall provide HCC written evidence that TWOw and THaWK endorse the Consultant's inputs to the project. If this endorsement is obtained retrospectively, for example, with respect to inputs the Consultant provides at a meeting, and TWOw or THaWK disagree with some aspect of the Consultant's input to the projects, the Consultant shall provide HCC with a written statement correcting or clarifying the matter. This correction or clarification shall be endorsed in writing by TWOw and THaWK.

Purposes of the Engagement

7. The purposes of the engagement are to:
 - a. Communicate effectively and efficiently to HCC's project teams about iwi and mana whenua interests, concerns, views and aspirations relevant to the two projects;
 - b. Communicate with TWoW and THaWK about the projects to help them understand the projects' potential implications and associated opportunities; and
 - c. Help achieve appropriate provisions in the Hamilton City SMPv2 and Mangakotukutuku ICMP that will help realise the opportunities listed in paragraph 3 above.

Overview of the Services the Consultant is to Provide

8. The services include:
 - a. Review the Stormwater Master Plan Version 2: Values Module: Strategic Overview;
 - b. Review the draft Values Module and identify any amendments necessary for TWoW and THaWK to endorse it;
 - c. Answer the questions in Appendix 2 to this Agreement;
 - d. Participate in various meetings and 7 workshops to articulate relevant iwi and hapū views on the matters under discussion;
 - e. Review selected parts of the draft Mangakotukutuku ICMP and SMPv2 and provide written and verbal feedback on them; and
 - f. With respect to the Mangakotukutuku Stream catchment study area shown in Appendix 1, review and provide written feedback on, and obtain THaWK endorsement of, Chapter 1 of the Mangakotukutuku ICMP prepared by HCC. This chapter will outline and provide the background to manawhenua's interests in the Study Area.

Details of the Consultant's Tasks

SMPv2

9. Review the *Stormwater Master Plan Version 2: Values Module: Strategic Overview*.
10. Review the draft *Values Module*. This identifies values of freshwater across the whole city and what, in general terms, is needed to recognise and provide for them.
 - a. Advise whether TWoW and THaWK endorse the *Values Module*, either with or without amendments.
 - b. Identify any amendments to the *Values Module* considered necessary.
 - c. The *Values Module* includes questions to confirm the existence and extent of some values in Hamilton City and to clarify how they should be recognised and provided for. Provide answers to any questions which can be answered easily on a city-wide basis as part of this current engagement.
 - d. Identify those questions that need to be investigated in more detail as part of a separate process or are more appropriately addressed on a catchment-by-catchment basis as part of preparation of ICMPs.
11. Provide iwi and hapū inputs to the development of the SMPv2 as follows:
 - a. As requested by HCC, help prepare for, participate in, and document outcomes of workshops as follows:
 - i. SMPv2 Issues Workshop (drop-in style) (1 hour);
 - ii. SMPv2 Values Workshop (2 hours);
 - iii. SMPv2 Issues and Opportunities Workshop for iwi only (2 hours);
 - iv. SMPv2 Issues and Opportunities Workshops for one or more other workstreams (total 4 hours); and
 - v. SMPv2 Projects Database Workshop (2 hours);
 - b. Participate in a Receiving Environment Workshop (2 hours)
 - c. Participate in up to 6 project team collaboration meetings to integrate the Values Module with other module workstreams and SMPv2.

d. Review, or provide inputs to, selected maps, parts of the SMPv2 and the Project Database.

Mangakotukutuku ICMP

12. Review Draft 1 of Chapter 1 of the Mangakotukutuku ICMP prepared by HCC. This chapter will outline and provide the background to manawhenua's interests in the Study Area (see Appendix 1). Provide feedback on Draft 1 to HCC, which will then prepare Draft 2. Obtain THaWK endorsement of Draft 2, with or without any further amendments.
13. Where possible, answer the questions listed in Appendix 2. The answers to these questions (including identification of gaps) will inform development of the Mangakotukutuku ICMP.
14. Provide iwi and hapū inputs to the development of the Mangakotukutuku ICMP as follows:
 - a. Participate in various meetings, as required. A total of about 20 hours of meetings is envisaged.
 - b. Review parts of the draft Mangakotukutuku ICMP selected by HCC and provide written feedback to ensure that mana whenua's and Waikato-Tainui's values are adequately and appropriately reflected throughout the document. A total of about 20 hours input is envisaged.
 - c. Participate in 2 workshops, namely for:
 - i. Mangakotukutuku ICMP Issues and Opportunities (2 hours)
 - ii. Mangakotukutuku ICMP Project Prioritisation (2 hours).

Workshops

15. Workshops may involve HCC staff, specialist consultants and TWoW or THaWK representatives. The Consultant is expected to play an active role within the workshops helping the other participants to identify and understand the implications of the matters discussed for iwi and hapū and the opportunities listed in paragraph 3 above.

Questions

16. HCC accepts that TWoW and THaWK will use their discretion to determine what information they will share with HCC, and what they will retain.

Deliverables and Programme for the Services:

17. The term of this Agreement (the "Agreement") commences when the parties sign the agreement and will expire on 31 December 2020 (the "Term").
18. The deliverables and the timeframes within which they are to be delivered to HCC are listed in Table 1.

Table 1: Programme for the Services

Item	Deliverable	Timeframe
SMPv2 – All stages		
1	Participation in various meetings and workshops	HCC to advise dates, times and venues
SMPv2 – Stage 1		
2	Feedback on draft <i>Strategic Overview</i>	Within 2 working days of receipt
SMPv2 – Stage 2		
3	Feedback on the <i>Values Module v02</i>	Within 5 working days of receipt
4	Feedback on maps prepared for drop-in Issues Workshop	Within 5 working days of receipt
5	Document outcomes of the drop-in Issues Workshop	Within 5 working days of receipt
6	Feedback on the <i>Values Module v04</i> and updated maps	Within 5 working days of receipt
7	Document outcomes of the Values Workshop	Within 5 working days of receipt
8	Feedback on the <i>Values Module v06</i> and updated maps	Within 5 working days of receipt

9	Feedback on Issues and Opportunities Register	Within 5 working days of receipt
10	TWoW and THaWK written endorsement that Values Module v07, with or without amendment, is a fair representation of mana whenua and iwi values to inform HCC's future work	THaWK's endorsement shall be obtained via THaWK's first available monthly meeting, and TWoW approval within 5 working days thereafter.
11	TWoW and THaWK written endorsement of the Consultant's inputs to other workstreams' Issues and Opportunities Workshops.	THaWK's endorsement shall be obtained via THaWK's first available monthly meeting, and TWoW approval within 5 working days thereafter.
12	SMPv2 Issues and Opportunities Workshop	About June 2019
SMPv2 – Stage 3		
13	Inputs to SMPv2 document, as requested	Within 5 working days of receipt of request
14	Inputs to Project Database, as requested	Within 5 working days of receipt of request
15	TWoW and THaWK endorsement of the Consultant's inputs to the Project Database Workshop and SMPv2 document	THaWK's endorsement shall be obtained via THaWK's first available monthly meeting, and TWoW approval within 5 working days thereafter.
16	SMPv2 Project Prioritisation Workshop	About September 2019
Mangakotukutuku ICMP		
17	Participation in various meetings and workshops	Dates, times and venues to be advised by HCC
18	Draft answers to the questions in Appendix 2	Within 2 months of signing contract
19	Final version of answers to the questions in Appendix 2	Within 1 month of receiving HCC's feedback on the draft answers
20	Review Draft 1 of Chapter 1 of the Mangakotukutuku ICMP prepared by HCC and provide feedback to HCC.	Within 5 working days of receipt of Draft 1.
21	Obtain THaWK endorsement of Draft 2 of Chapter 1 of the Mangakotukutuku ICMP, with or without further amendments, and report outcome to HCC.	Within 1 month of receipt of Draft 2.
22	Mangakotukutuku ICMP Issues and Opportunities Workshop	About February 2019
23	Mangakotukutuku ICMP Project Prioritisation Workshop	About February 2020
24	Written feedback, endorsed by TWoW and THaWK, on selected parts of the draft Mangakotukutuku ICMP.	To be agreed

Notes on Table 1:

19. All feedback shall be in writing and include a verbal discussion with the relevant HCC representative. Written feedback may include emails and/or legible, hand-annotated documents.
20. Where necessary, written endorsement by TWoW or THaWK shall include any corrections to, or clarifications of, the deliverable being endorsed.

Fees

21. The fees payable, in accordance with the Basis and Timing of Payment below, shall be as set out in Table 2 and include for all disbursements and travel costs. Travel time shall not be paid.

Table 2: Fees

Task	Task Description	Unit (See Notes below table)	Capped Quantity	Unit Rate (excluding GST) (\$/hr)	Fee (excluding GST) (\$)
SMPv2					
Values Stage 1 – Strategic Overview Preparation					
1	Attendance at collaboration workshop (20/11/2018), collaboration meetings (3No.) and meetings with HCC	hr	8	[REDACTED]	[REDACTED]
2	Comment on Strategic Overview	hr	5	[REDACTED]	[REDACTED]
3	Contingency	hr	2	[REDACTED]	[REDACTED]
<i>Sub-totals for Values Stage 1</i>		hr	15	[REDACTED]	[REDACTED]
Values Stage 2 – Values Module Preparation					
4	Attendance at collaboration meetings (4No.)	hr	4	[REDACTED]	[REDACTED]
5	Review <i>Values Module v02</i>	hr	4	[REDACTED]	[REDACTED]
6	Review maps prepared for drop-in Issues Workshop	hr	3	[REDACTED]	[REDACTED]
7	Attend Issues Workshop	hr	3	[REDACTED]	[REDACTED]
8	Document workshop outcomes – mark-up maps and Values Module	hr	4	[REDACTED]	[REDACTED]
9	Review and mark-up <i>Values Module v04</i> and maps	hr	3	[REDACTED]	[REDACTED]
10	Attend Values Workshop	hr	3	[REDACTED]	[REDACTED]
11	Document workshop outcomes – mark-up maps and Values Module	hr	6	[REDACTED]	[REDACTED]
11a	Attend Receiving Environment workshop	hr	2	[REDACTED]	[REDACTED]
12	Review and mark-up <i>Values Module v06</i> and maps	hr	3	[REDACTED]	[REDACTED]
13	Review and mark-up Issues and Opportunities Register	hr	4	[REDACTED]	[REDACTED]
14	Obtain written endorsement of <i>Values Module v07</i> from THaWK and TWoW	hr	3	[REDACTED]	[REDACTED]
15	Attend Issues and Opportunities workshop with iwi	hr	4	[REDACTED]	[REDACTED]
16	Attend Issues and Opportunities workshops with other workstreams	hr	4	[REDACTED]	[REDACTED]
17	Document TWoW and THaWK endorsement of the Consultant's inputs to the Issues and Opportunities workshops for other workstreams	hr	4	[REDACTED]	[REDACTED]
18	Contingency	hr	5	[REDACTED]	[REDACTED]
<i>Sub-totals for Values Stage 2</i>		hr	59	[REDACTED]	[REDACTED]
Values Stage 3 – Preparation of SMPv2 and Projects Database					
19	Attendance at 2No. Project Team Meetings	hr	2	[REDACTED]	[REDACTED]
20	Inputs to SMPv2 document, as requested	hr	5	[REDACTED]	[REDACTED]
21	Inputs to Project Database, as requested	hr	5	[REDACTED]	[REDACTED]
22	Attendance at Project Database workshop	hr	4	[REDACTED]	[REDACTED]
23	TWoW and THaWK endorsement of the Consultant's inputs to the Project Database workshop and SMPv2 document	hr	8	[REDACTED]	[REDACTED]
24	Contingency	hr	8	[REDACTED]	[REDACTED]
<i>Sub-totals for Values Stage 3</i>		hr	32	[REDACTED]	[REDACTED]
<i>Total for SMPv2</i>					

Mangakotukutuku ICMP						
25	Prepare draft answers to the questions in Appendix 2 endorsed by TWoW and THaWK	hr	15			
26	Meet with HCC staff, receive their feedback, and finalise the answers to the questions in Appendix 2 endorsed by TWoW and THaWK	hr	15			
27	Review Draft 1 of Chapter 1 of the Mangakotukutuku ICMP prepared by HCC and provide feedback to HCC.	hr	4			
28	Obtain THaWK endorsement of Draft 2 of Chapter 1 of the Mangakotukutuku ICMP, with or without further amendments, and report outcome to HCC.	hr	8			
29	Participate in the Mangakotukutuku ICMP Issues and Opportunities workshop	hr	2			
30	Participate in the Mangakotukutuku ICMP Project Prioritisation workshop	hr	2			
31	Participate in various meetings to provide iwi and hapū input to development of the Mangakotukutuku ICMP.	hr	20			
32	Review selected parts of the draft Mangakotukutuku ICMP and provide written feedback.	hr	20			
33	Contingency: additional tasks requested by HCC.	hr	10			
		Total for Mangakotukutuku ICMP	hr	96		
Total for SMPv2 and Mangakotukutuku ICMP						

Notes on Table 2:

22. "No." means "Number". "hr" means "hour".
23. Expenditure of contingencies shall be approved in advance by HCC.

Basis and Timing of Payment

24. The Consultant shall invoice the Client monthly before the 3rd working day of the month for fees earned in the previous month.
25. The Consultant agrees and understands that if a tax invoice acceptable to the Inland Revenue Department is not provided the Consultant will not be paid GST on the contract price.
26. The Consultant is to be responsible for all taxation liabilities and all other costs and expenses arising in relation to the Services and the payments made.
27. Payment shall be made for the actual time the Consultant spends completing a task up to the capped quantity listed in Table 2. The Consultant may claim for a task once the deliverable has been delivered.
28. **Workshops and Meetings:** Payment for the Consultant's participation in a workshop or meeting shall be made after the event and based on the actual duration of that participation.
29. **Contingency items in Table 2:** Payment shall be based on the time the Consultant takes to complete any additional task HCC requests the Consultant to undertake and the hourly rate listed in Table 2 up to a capped amount for the additional task to be agreed between HCC and the Consultant. Payment shall be made following completion of each additional task, including the provision of TWoW's and THaWK's written endorsement of any additional deliverable, if relevant.
30. **Lump Sum items in Table 2:** Payment shall be made after the deliverable has been delivered.
31. **Re Task 32 in Table 2:** Payment shall be based on the time the Consultant takes to review the sections of the Mangakotukutuku ICMP that HCC asks the Consultant to review, including time spent drafting written feedback, obtaining TWoW's and THaWK's endorsement of it, and meeting with HCC to present and discuss it. Payment will be made following HCC's receipt of the Consultant's feedback and TWoW's and THaWK's

written endorsement of it.

Information or Services to be Provided by the Client:

32. The various versions of the Values Module listed above.
33. Copies of the following cultural information it holds:
 - a. *Southern Links Tangata Whenua Effects Assessment Report January 2014 (D-1903449)*
 - b. *A Cultural Evaluation by Nga Mana Toopu o Kirikiriroa: Assessment of Tangata Whenua Historical and cultural sites in the Peacocks area: February 2006 (D-2794099)*
 - c. Maps showing the locations of recorded archaeological sites known to HCC and walkways and cycleways that provide access to the Mangakotukutuku gully system and stream:
 - i. Mangakotukutuku Brownfields Cultural Areas within HCC Boundary (D-2794087)
 - ii. Mangakotukutuku Greenfields Cultural Areas within HCC Boundary (D-2794092)
 - d. 3 (Number) questionnaires hand-annotated by participants in the ICMP Values Workshop on 6 September 2018 (D-2829282).
34. Base maps of the Mangakotukutuku catchment for the Consultant's use in fulfilling this agreement.
35. If the Consultant wishes to include new/additional maps in the mana whenua story, HCC will prepare them (at no cost to the Consultant) using information the Consultant provides to it, for example, maps marked-up by hand.
36. *The Client engages the Consultant to provide the Services described above and the Consultant agrees to perform the Services for the remuneration provided above. Both Parties agree to be bound by the provision of the Short Form Model Conditions of Engagement (overleaf), including clauses 2, 3, 9 and 10 and any variations noted below. Once signed, this agreement, together with the conditions overleaf and any attachments, will replace all or any oral agreement previously reached between the Parties.*

Variations to the Short Form Model Conditions of Engagement (Overleaf):

37. Clause 8 Late payment penalties shall not apply.
38. Clauses 11, 12 and 13 shall not apply.

Client Authorised Signatory (ies): Print Name: <i>Andrea Parsons</i> Date: <i>21/2/19</i>	Consultant Authorised Signatory (ies): Print Name: <i>Raymond Kumar</i> Date: <i>31/01/2019</i>
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Short Form Model Conditions of Engagement

1. The Consultant shall perform the Services as described in the attached documents.
2. Nothing in this Agreement shall restrict, negate, modify or limit any of the Client's rights under the Consumer Guarantees Act 1993 where the Services acquired are of a kind ordinarily acquired for personal, domestic or household use or consumption and the Client is not acquiring the Services for the purpose of a business.
3. The Client and the Consultant agree that where all, or any of, the Services are acquired for the purposes of a business the provisions of the Consumer Guarantees Act 1993 are excluded in relation to those Services.
4. In providing the Services the Consultant shall exercise the degree of skill, care and diligence normally expected of a competent professional.
5. The Client shall provide to the Consultant, free of cost, as soon as practicable following any request for information, all information in his or her power to obtain which may relate to the Services. The Consultant shall not, without the Client's prior consent, use information provided by the Client for purposes unrelated to the Services. In providing the information to the Consultant, the Client shall ensure compliance with the Copyright Act 1994 and shall identify any proprietary rights that any other person may have in any information provided.
6. The Client may order variations to the Services in writing or may request the Consultant to submit proposals for variation to the Services. Where the Consultant considers a direction from the Client or any other circumstance is a Variation the Consultant shall notify the Client as soon as practicable.
7. The Client shall pay the Consultant for the Services the fees and expenses at the times and in the manner set out in the attached documents. Where this Agreement has been entered by an agent (or a person purporting to act as agent) on behalf of the Client, the agent and Client shall be jointly and severally liable for payment of all fees and expenses due to the Consultant under this Agreement.
8. All amounts payable by the Client shall be paid within twenty (20) working days of the relevant invoice being mailed to the Client. Late payment shall constitute a default, and the Client shall pay default interest on overdue amounts from the date payment falls due to the date of payment at the rate of the Consultant's overdraft rate plus 2% and in addition the costs of any actions taken by the Consultant to recover the debt.
9. Where Services are carried out on a time charge basis, the Consultant may purchase such incidental goods and/or Services as are reasonably required for the Consultant to perform the Services. The cost of obtaining such incidental goods and/or Services shall be payable by the Client. The Consultant shall maintain records which clearly identify time and expenses incurred.
10. Where the Consultant breaches this Agreement, the Consultant is liable to the Client for reasonably foreseeable claims, damages, liabilities, losses or expenses caused directly by the breach. The Consultant shall not be liable to the Client under this Agreement for the Client's indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.
11. The maximum aggregate amount payable, whether in contract, tort or otherwise, in relation to claims, damages, liabilities, losses or expenses, shall be five times the fee (exclusive of GST and disbursements) with a maximum limit of \$NZ500,000.
12. Without limiting any defences a Party may have under the Limitation Act 2010, neither Party shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on a Party within 6 years from completion of the Services.
13. The Consultant shall take out and maintain for the duration of the Services a policy of Professional Indemnity insurance for the amount of liability under clause 11. The Consultant undertakes to use all reasonable endeavours to maintain a similar policy of insurance for six years after the completion of the Services.
14. If either Party is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution.
15. Intellectual property prepared or created by the Consultant in carrying out the Services ("New Intellectual Property") shall be jointly owned by the Client and the Consultant. The Client and Consultant hereby grant to the other an unrestricted royalty-free license in perpetuity to copy or use New intellectual Property. Intellectual property owned by a Party prior to the commencement of this Agreement and intellectual property created by a Party independently of this Agreement remains the property of that Party. The ownership of data and factual information collected by the Consultant and paid for by the Client shall, after payment by the Client, lie with the Client. The Consultant does not warrant the suitability of New Intellectual Property for any purpose other than the Services or any other use stated in the Agreement.
16. The Consultant and the Client will be aware of, and comply with, any relevant obligations imposed on them under the Health and Safety at Work Act 2015 (the "Act"). The Consultant has not and will not assume any duty imposed on the Client from time to time pursuant to the Act arising out of this engagement.
17. The Client may suspend all or part of the Services by notice to the Consultant who shall immediately make arrangements to stop the Services and minimise further expenditure. The Client and the Consultant may (in the event the other Party is in material default) terminate the Agreement by notice to the other Party. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
18. The Parties shall attempt in good faith to settle any dispute by mediation.
19. This Agreement is governed by the New Zealand law, the New Zealand courts have jurisdiction in respect of this Agreement, and all amounts are payable in New Zealand dollars

New Supplier Application Form

Please note that all the fields with a * are mandatory. The application will not be processed if any of those points is not completed.

SECTION A: Application Details (HCC Requestor to fill in prior to sending to applicant)

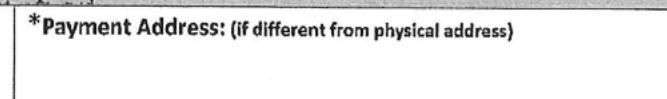
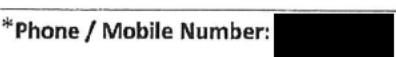
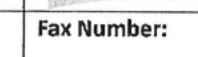
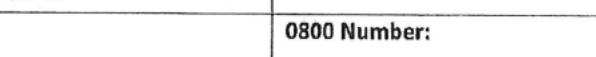
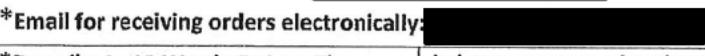
*Requested By: Paula Rolfe (Linda Wood)	*Requester's Unit: City Planning
*Supplier's Legal Name: Tim Manukau Consultants Limited	
<p>*Reason for Addition of Supplier: Has specialist skills, knowledge and experience in matters relating to engagement with mana whenua and iwi and the identification, assessment and management of effects of activities and development on Maori interests. Mr Manukau is experienced in an iwi liaison/stakeholder relationship management role and the two organisations he will need to engage with have indicated their approval for him to assist in the development of a Cultural Impact Assessment for Peacocke.</p> <p>Supplier Category (People Soft): <i>Find Category list on Velocity</i> <i>Approved CONN 18356</i> Click here (hold "ctrl" key and click on the link)</p> <p>*Level 1 (parent code): 118 *Level 2 (SIC Code): 05</p>	
<p>*Please set up the Supplier with the details above as:</p> <p><input type="checkbox"/> One Off Supplier <input checked="" type="checkbox"/> Permanent Supplier</p>	

The Supplier previously existed in our system but has since been "Inactivated"; please:

(This can only be used if the Supplier has been used within the last 24 months)

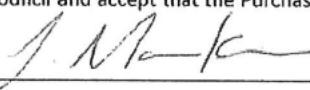
Reactivate Supplier

SECTION B: Supplier Details (Applicant to complete)

*Physical Address: 	*Payment Address: (if different from physical address) 	
*Contact Name(s): Tim Manukau	Payment Terms (this is non-negotiable): 20 th following month	*GST Number: 
*Phone / Mobile Number: 	Fax Number: 	0800 Number: 
*Email address for remittance 	*Local Supplier Hierarchy Level (1-7): 3	
*Email for receiving orders electronically: 		
*Describe In 10 Words Or Less The Products and/or Services You Supply:	Iwi engagement, planning advice, relationship building	

SECTION C: Terms and Condition Acceptance (Supplier to print form and sign)

I/We have read and understood the Hamilton City Council Purchase Order/Work Order Terms and Conditions contained in the New Supplier Starter Pack provided to me by Hamilton City Council and accept that the Purchase Order/Work Order Terms and Conditions will apply to all transactions between the two parties.

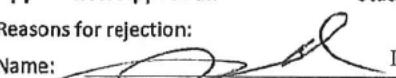
*Signed on behalf of the Supplier/Contractor 

*Name (Print) Tim Manukau *Position Director *Date 21 Feb 2019

Please return this completed form along with a copy of a Bank Deposit Slip or a Bank Statement Header to confirm your bank details. To make sure there is no delay in the set up process, ensure you supply all the documentation requested.

Return Address: Hamilton City Council, Private Bag 3010, Hamilton

SECTION D: Application Authorisation (HCC Procurement and Accounts Authorisation Section)

Application Approval:	Status (Please Circle):	<input checked="" type="radio"/> Approved	Rejected
Reasons for rejection:			
Name:  IGOR MAGUD	Date: 12.3.17		
System Information:			
Date Application Received:	Date Database Updated:		
Creditor Number:			

PROCUREMENT PLAN

SECTION A: CONTRACT DETAILS (MANDATORY SECTION)

NB: All fields are mandatory, if any of the fields are not applicable state "N/A".

Contract Name:	Preparation of Peacocke Plan Changes - Iwi Input		
Number Request Date:	Thursday, 14 February 2019		
Group:	City Growth		
Unit:	Economic Growth & City Planning	Capital Contract	Non Capital
Is there a related Business Case?	No	If yes; CM record #:	
Estimated Value: (GST exclusive)	[REDACTED]	Contract Term/Estimated Start and End Dates:	Start: March 2019 End: 31 December 2020
Tender Manager:	Paula Rolfe	Supplier Selection Method:	Direct Appointment
RFx Method:	Direct Appointment	Contract Delivery Model:	IPENZ Short Form
PIF (If Applicable):	N/A		
Advertising Publically or Privately? (If Direct Appointment or Grants select 'Private', if AOG/Syndicated, select Public)	Private		
If Private, who are the invited Tenderers?	Company Name	Contact Person	Email Address
	Tim Manukau Consultants Ltd	Tim Manukau	[REDACTED]
NZTA Funded?	No	If yes, complies with NZTA Procurement Manual & Endorsed Procurement Plan?	N/A
Payment Terms:	Capped		
Scope of the Project:	<p>Council wishes to engage the consultant in relation to two projects – preparation of the Peacocke Plan Change 4 and Peacocke Plan Change 5 to the District Plan to:</p> <ol style="list-style-type: none"> 1. Communicate effectively and efficiently to HCC's project teams about iwi and mana whenua interests, concerns, views and aspirations relevant to the two projects; 2. Communicate with iwi and hapuu about the projects; and 3. Help achieve appropriate provisions in the Peacocke Plan Changes to recognise and provide for iwi and hapuu relationships with their ancestral landscape and to help achieve Council's responsibilities under the Resource Management Act and the Vision and Strategy for the Waikato River. 		

The tasks the consultant would undertake include:

1. To work with Council and its consultants, and other Iwi Groups within the Peacocke Program to develop a Cultural Impact Assessment (CIA) for Peacocke to identify issues of concern and subsequent recommendations and solutions to address those issues. The CIA is to be a living and evolving document, able to be reviewed if need be to respond to future issues should they arise.
2. Undertake the tasks required to ensure consistency on how Tangata Whenua Interests are provided;
3. Undertake work for any TWWG as required eg prepare agendas/minutes, ensure tasks are completed
4. Participate in various meetings and workshops to articulate relevant iwi and hapū views on the matters under discussion;
5. Review the draft Plan Changes and provide written and verbal feedback on them; and
6. Review and provide written feedback on and obtain THaWK endorsement of the Plan Changes as well as endorsement by Waikato-Tainui through the section 32.

Background and Purpose (If Direct Appointment, please stipulate here the reasons why/justification for doing so and how this decision results in Best Value for Council - Note, these reasons must comply with one of the five acceptable criteria outlined in the Procurement Policy - See D-2434504 - Please note which one and why):

Unique business proposition: Tim Manuakau has specialist skills, knowledge and experience of matters relating to engagement with mana whenua and iwi and the identification, assessment and management of effects of activities and development on Maori interests. He has extensive knowledge of Kirikiriroa, through his former role as Environmental Manager for Waikato-Tainui. Following that role, Tim Manuakau has been engaged by NIWA and the University of Waikato to work through Tangata Whenua Issues. Mr Manuakau will need to engage with, and seek the endorsement of, THaWK and TWoW in relation to various project inputs. THaWK and TWoW have indicated to Council that Tim Manuakau is acceptable to them for this role.

Objectives of the Project/Specification:

The objective is to achieve appropriate provisions in the Peacocke Plan Changes to recognise and provide for iwi and hapuu relationships with their ancestral landscape and to help achieve Councils responsibilities Under the Resource Management Act and the Vision and Strategy for the Waikato River.

Project Risks & Opportunities:

Risks:

- Given that Mr Manuakau has an established track record in an iwi liaison / stakeholder relationship management role and has been approved for the current role by the two organisations with whom he will engage, there is no perceived risk that he will be unable to deliver the services required.
- THaWK and TWoW have both supported Mr Manuakau's appointment to this role. There is a low risk this support could be withdrawn.
- Any risks related to untimely delivery can be managed through regular contact and follow-up with Mr Manuakau.

Opportunities:

- Council will be able to leverage off Mr Manuakau's knowledge of, experience with, and interest in, the Peacocke Area, environmental effects management, and achieving good outcomes for iwi.

Key Stakeholders (Including any Consultation required):

- Hamilton City Council
- THaWK
- TWoW

- TWoW

* CONFLICT OF INTEREST DECLARATIONS (TEMPLATE 2)

Conflict of Interest and Confidentiality Declarations will be completed by all members of the Project Team, including the Tender Evaluation Teams, and also any staff/consultants who are working for HCC on the tender or appointment, or have access to the tender process and any files associated, prior to the evaluating the tender or engaging the Vendor.

Conflict of Interest Declarations for the project team should be reviewed throughout the procurement process and any changes recorded.

Any declarations that have been made and the proposed action to mitigate the risks associated with those declarations of conflict of interest will be recorded on Template 2.

* MINIMUM INSURANCE LEVELS

For non-physical works (this includes consultant contracts):

- Public Liability Insurance, minimum limit of indemnity \$5,000,000
- Professional Indemnity Insurance, minimum limit of indemnity \$2,000,000, including Continuation of Coverage undertaking for up to (6) years.

For physical works (this includes consultant contracts):

- Public Liability Insurance, minimum limit of indemnity \$5,000,000
- Motor Vehicle Third Party Liability Insurance, minimum limit of indemnity \$2,000,000, including Principals Liability.
- Professional Indemnity Insurance, minimum limit of indemnity \$2,000,000, including Continuation of Coverage undertaking for up to (6) years.
- Contract Works Insurance, including Council as an Insured.
- Contractors Plant and Equipment Insurance.

ANY AND ALL DEVIATION FROM THE ABOVE REQUIRES APPROVAL FROM HCC'S INSURANCE MANAGER AND ARE TO BE MANAGED AS PART OF THIS PROCUREMENT PLANNING PROCESS.

Andre Chatfield (Risk and Insurance Manager) has approved deleting the requirement for professional indemnity insurance in relation to Tim Manukau Consultants engagement for this contract - see D-2885147

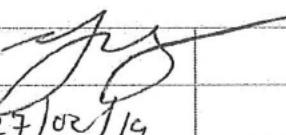
PROJECT APPROVAL:

Approved Contract Sum (If Direct Appt):	[REDACTED]	Estimated Start Date:	March 2019
		Estimated End Date:	December 2020

Recommended by Project Manager:

Name:	Paula Rolfe	Signature:	
Title:	Team Implementation Monitoring	Leader &	Date: 20/2/19

Approved by Project Sponsor (or of Direct Appointment: UM between \$50K & \$100K, or GM between \$100K & \$150K, or CE between \$150K & \$250K):

Name:	Luke O'Dwyer	Signature:	
Title:	City Planning Manager	Date:	27/02/19

Changes to Minimum Insurance Levels Approved by Insurance Manager (if applicable):

Free text here. If there are changes to the insurance minimum levels, Insurance Manager is to state them here.

<i>Name:</i>	Andre Chatfield	<i>Signature:</i>	<i>Seal D-2434504</i>
<i>Title:</i>	Risk and Insurance Manager	<i>Date:</i>	

PROCUREMENT TEAM SECTION:

(Form to be sent to procurement@hcc.govt.nz for review, update of the below section and number allocation prior to Project Sponsor sign off)

<i>Contract Number:</i>	18356	<i>Date Issued:</i>	18/02/2019
<i>Project Sponsor Name:</i>	Luke O'Dwyer	<i>Project Sponsor Title:</i>	City Planning Manager

SHORT FORM AGREEMENT FOR CONSULTANT ENGAGEMENT

CONTRACT

- Wet Industry Policy Development

Between: Hamilton City Council

(Client)

And: Tim Manukau Consultants Limited

(Consultant)

Collectively referred to herein as the "Parties" and individually as a "Party"

Project:

Hamilton City Wet Industry Policy development

Location:

Hamilton City Council

Scope & Nature of the Services:

Background

- The Hamilton City Connections Policy (2013) is undergoing review.
- The existing policy provides certainty on management of; requests for new service connections; requests for new bulk water supply connections by Waikato and Waipa District Council; charges for water, wastewater and stormwater network connections and services.
- Hamilton City is undergoing high growth. If large wet industries want to set up in Hamilton or if existing wet industry wanted to increase their water take significantly, there will be impacts on HCC water take consent and water allocation. Ultimately this could impact on levels of service and residential supply.
- Wet industry proposals should be assessed within a policy framework based on long-term effects on water allocation. Connection approvals need to align with national policy statements and Vision & Strategy.
- Wet industry policy logically fits within the Connections Policy.
- HCC has completed preliminary work on wet industry guiding principles and connection prioritisation. Approval has been given by Council Growth and Infrastructure Committee (18 June 2019) to engage with key stakeholders on development of wet industry policy.

Purpose of the engagement

- To facilitate discussions between HCC, key stakeholders (if required) and iwi on the development of policy on wet industry connection approval.
- To draft policy appropriate for inclusion in the Connections Policy.
- To obtain endorsement from key stakeholders (if required) and iwi on the final draft Connections Policy for targeted consultation.

Details of Consultants Tasks

- To organise meetings and facilitate discussions with HCC, key stakeholders and iwi on the development of policy on wet industry connection approval.
- To develop options and document advantages and disadvantages of each option.
- To confirm preferred option with key stakeholders.
- To document outcomes of meeting, decisions made and reason for decisions.
- To draft policy appropriate for inclusion in the Connections Policy.
- To obtain endorsement from key stakeholders on final wet industry draft policy.
- To potentially support HCC at Council meeting to present the wet industry draft policy.

Programme for the Services:

The term of this Agreement (the "Agreement") commences on 18th July 2019 and will expire on 30th September 2019 (the "Term").

Timeframes for key milestones for engagement:

- **Late July** - Workshop between HCC/W-T/Mana Whenua to agree on guiding principles that should be used to develop the policy and to start working through what the policy should cover.
- **Early August** – Draft Policy developed for review/feedback by all stakeholders (i.e. HCC and Iwi)
- **Mid-August** - Follow up session to work through and get endorsement of proposed policy to go into the Connections and Charging policy for approval from this current council to go to targeted consultation.
- **13 August** -
- **29 August** – Briefing to HCC councillors on proposed policy
- **17 September** – Council Meeting to seek approval to go out to targeted consultation for full connections and charges policy

Draft policy must be provided by the 22nd August 2019

Fees & Timing of Payments:

The fee payable shall be [REDACTED] per hour, exclusive of GST but inclusive of all disbursements and travel costs, to a capped amount of [REDACTED]. Travel time shall not be paid. The Consultant is to be responsible for all taxation liabilities and all other costs and expenses arising in relation to the Services and the payment made.

The Consultant shall invoice the Client on a monthly basis before the 3rd working day of the month for all hours worked in the previous month. In relation to GST the Consultant agrees and understand that if a tax invoice acceptable to the Inland Revenue Department is not provided the Consultant will not be paid GST on the contract price.

The Consultant must gain written approval from the Client prior to undertaking work exceeding the capped amount of [REDACTED]

Information or Services to be Provided by the Client:

Provide meeting venue, catering, cover attendance fees of mana whenua representatives.

The Client engages the Consultant to provide the Services described above and the Consultant agrees to perform the Services for the remuneration provided above. Both Parties agree to be bound by the provision of the Short Form Model Conditions of Engagement (overleaf), including clauses 2, 3, 9 and 10 and any variations noted below. Once signed, this agreement, together with the conditions overleaf and any attachments, will replace all or any oral agreement previously reached between the Parties.

Variations to the Short Form Model Conditions of Engagement (Overleaf):

Clause 8 Late payment penalties shall not apply.

Clause 11 Shall be deleted and replaced with:

The maximum aggregate amount payable, whether in contract, tort or otherwise, in relation to claims, damages, liabilities, losses or expenses, shall be five times the fee (exclusive of GST and disbursements) with a minimum liability of \$2,000,000.

Clause 12 Shall be deleted and replaced with:

Without limiting any defences, a Party may have under the Limitation Act 2010, the Consultant shall be considered liable to the Client for the direct loss or damage suffered by the Client as a result of the breach by the Consultant of his or her obligations under this agreement and shall not be liable for any loss of profit.

Client Authorised Signatory (ies):	Consultants Authorised Signatory (ies):
 Print Name: Maire Porter – City Waters Manager Date: 18 July 2019	 Print Name: Tim Manukau (Director) Date: 16 July 2019

1. The Consultant shall perform the Services as described in the attached documents.
2. Nothing in this Agreement shall restrict, negate, modify or limit any of the Client's rights under the Consumer Guarantees Act 1993 where the Services acquired are of a kind ordinarily acquired for personal, domestic or household use or consumption and the Client is not acquiring the Services for the purpose of a business.
3. The Client and the Consultant agree that where all, or any of, the Services are acquired for the purposes of a business the provisions of the Consumer Guarantees Act 1993 are excluded in relation to those Services.
4. In providing the Services the Consultant shall exercise the degree of skill, care and diligence normally expected of a competent professional.
5. The Client shall provide to the Consultant, free of cost, as soon as practicable following any request for information, all information in his or her power to obtain which may relate to the Services. The Consultant shall not, without the Client's prior consent, use information provided by the Client for purposes unrelated to the Services. In providing the information to the Consultant, the Client shall ensure compliance with the Copyright Act 1994 and shall identify any proprietary rights that any other person may have in any information provided.
6. The Client may order variations to the Services in writing or may request the Consultant to submit proposals for variation to the Services. Where the Consultant considers a direction from the Client or any other circumstance is a Variation the Consultant shall notify the Client as soon as practicable.
7. The Client shall pay the Consultant for the Services the fees and expenses at the times and in the manner set out in the attached documents. Where this Agreement has been entered by an agent (or a person purporting to act as agent) on behalf of the Client, the agent and Client shall be jointly and severally liable for payment of all fees and expenses due to the Consultant under this Agreement.
8. All amounts payable by the Client shall be paid within twenty (20) working days of the relevant invoice being mailed to the Client. Late payment shall constitute a default, and the Client shall pay default interest on overdue amounts from the date payment falls due to the date of payment at the rate of the Consultant's overdraft rate plus 2% and in addition the costs of any actions taken by the Consultant to recover the debt.
9. Where Services are carried out on a time charge basis, the Consultant may purchase such incidental goods and/or Services as are reasonably required for the Consultant to perform the Services. The cost of obtaining such incidental goods and/or Services shall be payable by the Client. The Consultant shall maintain records which clearly identify time and expenses incurred.
10. Where the Consultant breaches this Agreement, the Consultant is liable to the Client for reasonably foreseeable claims, damages, liabilities, losses or expenses caused directly by the breach. The Consultant shall not be liable to the Client under this Agreement for the Client's indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.
11. The maximum aggregate amount payable, whether in contract, tort or otherwise, in relation to claims, damages, liabilities, losses or expenses, shall be five times the fee (exclusive of GST and disbursements) with a maximum limit of \$NZ500,000.
12. Without limiting any defences a Party may have under the Limitation Act 2010, neither Party shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on a Party within 6 years from completion of the Services.
13. The Consultant shall take out and maintain for the duration of the Services a policy of Professional Indemnity insurance for the amount of liability under clause 11. The Consultant undertakes to use all reasonable endeavours to maintain a similar policy of insurance for six years after the completion of the Services.
14. If either Party is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution.
15. Intellectual property prepared or created by the Consultant in carrying out the Services ("New Intellectual Property") shall be jointly owned by the Client and the Consultant. The Client and Consultant hereby grant to the other an unrestricted royalty-free license in perpetuity to copy or use New Intellectual Property. Intellectual property owned by a Party prior to the commencement of this Agreement and intellectual property created by a Party independently of this Agreement remains the property of that Party. The ownership of data and factual information collected by the Consultant and paid for by the Client shall, after payment by the Client, lie with the Client. The Consultant does not warrant the suitability of New Intellectual Property for any purpose other than the Services or any other use stated in the Agreement.
16. The Consultant and the Client will be aware of, and comply with, any relevant obligations imposed on them under the Health and Safety at Work Act 2015 (the "Act"). The Consultant has not and will not assume any duty imposed on the Client from time to time pursuant to the Act arising out of this engagement.
17. The Client may suspend all or part of the Services by notice to the Consultant who shall immediately make arrangements to stop the Services and minimise further expenditure. The Client and the Consultant may (in the event the other Party is in material default) terminate the Agreement by notice to the other Party. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
18. The Parties shall attempt in good faith to settle any dispute by mediation.
19. This Agreement is governed by the New Zealand law, the New Zealand courts have jurisdiction in respect of this Agreement, and all amounts are payable in New Zealand dollars.

Michelle van Straalen

From: Michelle van Straalen
Sent: Friday, 28 February 2020 08:29
To: Boris Samujh
Cc: official information
Subject: LGOIMA 20002 - Resource Consents/Consultations
Attachments: Nga Mana Toopu o Kirikiriroa LGOIMA_Redacted.pdf

Kia ora

Further to your information request of 31 December 2019, I am now able to provide Hamilton City Council's response.

You requested:

1. A copy of the HCC policy applied in determining which applications for Resource Consents made to Council are or would be of interest to:

1.1 Maori

1.2 The iwi overarching the rohe of Kirikiriroa

1.3 The Mana Whenua of Kirikiriroa

Our response:

1. Council does not determine what applications for Resource Consent are or would be of interest to Maori; the iwi overarching the rohe of Kirikiriroa or the Mana Whenua of Kirikiriroa. As such, there is not a policy which is applied to determine this. As part of Resource Consent applications Council must decide on whether there are affected persons in accordance with the Resource Management Act, with the method for determining this contained within the Act. It is Council's practice, through the Amorangi Maaori, to regularly provide Waikato Tainui and Te Haa o te whenua o Kirikiriroa (THaWK) as representatives for the iwi and Mana Whenua of Kirikiriroa with details of all applications for Resource Consent Council has received. As part of this Waikato Tainui or THaWK can indicate to Council whether there is an application of particular interest; however, Council is still required to undertake an assessment as per the Resource Management Act with regard to affected persons.

You requested:

2. Itemised lists of Applications for Resource Consent received by HCC and determined to be of interest to:

2.1 Maori

2.2 The iwi overarching the rohe of Kirikiriroa

2.3 The Mana Whenua of Kirikiriroa

Our response:

2. As detailed above, Council does not determine whether applications are of interest to Maori; the iwi overarching the rohe of Kirikiriroa or the Mana Whenua of Kirikiriroa. However, a list of the publicly notified resource consent applications has been provided which any persons would have had the opportunity to be involved in. In addition to this as part of the publicly notified process Council directly serves notification on persons as per the requirements of the RMA which includes the relevant iwi authority.

You requested:

3. A copy of any standard advice/recommendation provided by Council to the Applicants for Resource Consents where Council has determined that application is or would be of interest to:

3.1 Maori

3.2 The iwi overarching the rohe of Kirikiriroa

3.3 The Mana Whenua of Kirikiriroa

Our response:

3. Council does not have standard advice/recommendation provide to Applicants for Resource Consents with regard to whether an application is or would be of interest to Maori; the iwi overarching the rohe of Kirikiriroa or the Mana Whenua of Kirikiriroa. Council does not determine whether an application is or would be of interest to Maori; the iwi overarching the rohe of Kirikiriroa or the Mana Whenua of Kirikiriroa; and prior to an application being lodged and an assessment made regarding affected persons, Council also doesn't predetermine whether affected persons would be applicable. However, Council will whenever possible advise applicants where they might want to consider consultation with iwi for an application. For example applications involving archaeological sites or significant applications within the Waikato River Corridor and gully systems.

You requested:

4. Recorded copies received by Council of any endorsement for Specified Individuals, for the purposes of consultation, from

4.1 Maori

4.2 The iwi overarching the rohe of Kirikiriroa

4.3 The Mana Whenua of Kirikiriroa

Our response:

Please find the documents **attached**.

You requested:

5. Recorded copies received by Council of any endorsements for specified groups/organisations, for the purposes of consultation, from

5.1 Maori

5.2 The iwi overarching the rohe of Kirikiriroa

5.3 The Mana Whenua of Kirikiriroa

Our response:

Please find the documents **attached**.

You requested:

6. Details of consultations and associated fee paid by Council to

6.1 Maori

6.2 The iwi overarching the rohe of Kirikiriroa

6.3 The Mana Whenua of Kirikiriroa

Our response:

Please find the documents **attached**.

You requested:

7. Details of Council's operative policy, (as well as earlier policies that may have changed), including

a. the operative dates,

b. Council Officers in charge of administrating the policy,

c. the basis (legal opinion/recommendations of external consultation etc) of the policy

on consultations with

7.1 Maori

7.2 The Iwi overarching the rohe of Kirikiriroa

7.3 The Mana Whenua of Kirikiriroa

Our response:

7. The Joint Management Agreement (JMA) between the Waikato Raupatu River Trust and Hamilton City Council is a current policy which sets out requirements for consultation on resource consent applications as well as other Council processes. The operative date for the JMA is the 10th of February 2012, with the Council officer in charge of the JMA set out in the document depending on the process which it relates to. The JMA is a direct result of the Waikato Raupatu Claims Settlement Act 1995 which gave effect to certain provisions of the deed of settlement between the Crown and Waikato.

The Operative District Plan also sets out instances where applicants for a resource consent should undertake consultation or advised to seek advice from the relevant iwi authority. The District Plan became fully operative on 18 October 2017. The primary Council Officer in charge of administering the Operative District Plan is the Chief Executive; however, many of the function associated with implementing the District Plan and the resource consent process are delegated down to other staff within the Organisation.

Please note, Council have withheld information under section 7(2)(b)(ii) in that withholding of the information is necessary to protect information where the making available of the information would be likely to unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information. The information withheld is the monetary values of individual contracts and we have not found any countervailing public interest in disclosing this information.

However, Hamilton City Council understands the importance of accountability and transparency in the conduct of public affairs. This acts as an incentive to use public money wisely and promotes the public's trust and confidence in the proper and prudent expenditure of public money. In line with this, we have provided the total figure spent on contracting for the purpose of consultations –

Total Spend 2017 – 2019

\$382 315.54 (excl. GST).

Personal contact details have been withheld under section 7(2)(a) where the withholding of the information is necessary to protect the privacy of natural persons.

Where information has been withheld, you have the right to seek a review by the Ombudsman. Details on how to make a complaint can be found at www.ombudsman.parliament.nz.

Please feel free to contact me if you have any queries regarding this request.

Kind regards,

Michelle van Straalen

Official Information Advisor | Legal Services

DDI: 07 974 0589 | Michelle.vanStraalen@hcc.govt.nz

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From: Boris Samujh <boris@capric.co.nz>
Sent: Friday, 14 February 2020 11:53 AM
To: Michelle van Straalen <Michelle.vanStraalen@hcc.govt.nz>
Subject: Re: LGOIMA 20002 - Resource Consents

Kia ora Michelle

Thank you for your email. We are agreeable to wait till 28 February 2020 to allow you to process our request.

kind regards
Boris Samujh

On Fri, 14 Feb 2020 at 11:44, Michelle van Straalen <Michelle.vanStraalen@hcc.govt.nz> wrote:

Kia ora

Official information request for information pertaining to consultations undertaken during the consent process.

I refer to your official information request dated 31 December 2019.

The LGOIMA requires that we advise you of our decision on your request no later than 20 working days after the day we received your request. Unfortunately, it will not be possible to meet that time limit and we are therefore writing to notify you of an extension of the time to make our decision, to 28 February 2020.

This extension is necessary because consultations with effected external parties necessary to make a decision on your request are such that a proper response cannot reasonably be made within the original time limit.

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

If you wish to discuss any aspect of your request with us, including this decision, please feel free to contact me on the details below.

Yours sincerely

Michelle van Straalen

Official Information Advisor | Legal Services

DDI: 07 974 0589 | Michelle.vanStraalen@hcc.govt.nz



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[Name]

From: Michelle van Straalen
Sent: Tuesday, 21 January 2020 10:48 AM
To: Boris Samujh <boris@capric.co.nz>
Cc: official information <officialinformation@hcc.govt.nz>
Subject: LGOIMA 20002 - Resource Consents

Kia ora Boris

Thank you for clarifying your request. I have updated this with the relevant groups responsible for compiling the information.

We will respond as soon as practicable and in any event no later than 14 February 2020, being 20 working days after the day your request was clarified.

Please feel free to contact me in the meantime if you have any queries regarding the progress of your request.

Kind regards,

Michelle van Straalen

Official Information Advisor | Legal Services

DDI: 07 974 0589 | Michelle.vanStraalen@hcc.govt.nz



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From: Boris Samujh <boris@capric.co.nz>
Sent: Thursday, 16 January 2020 2:54 PM
To: Michelle van Straalen <Michelle.vanStraalen@hcc.govt.nz>
Subject: Re: LGOIMA 20002 - Resource Consents

Dear Michelle

I acknowledge your query and respond as follows -

In regards to my questions 4,5 and 6, we are seeking information, separately

A . in relation to processes under the Resource Management Act 1991, and

B . throughout other council business not included under "A" above.

We look forward to receiving the requested information.

kind regards

Boris Samujh

On Thu, 16 Jan 2020 at 14:38, Michelle van Straalen <Michelle.vanStraalen@hcc.govt.nz> wrote:

Kia ora

Following on from my email below in regards to your information request of 31 December 2019, I am writing to seek clarification of the information you are seeking.

In regards to your questions 4,5 and 6, are you asking this information in relation to processes under the Resource Management Act 1991, or are you asking these questions throughout all council business.

Please note, once we have received your response to our request for clarification, Council will continue to process your request and will make the information available as soon as practicable and in any event no later than 20 working day after clarification is confirmed.

Please feel free to contact me if you have any queries regarding this email.

Kind regards,

Michelle van Straalen

Official Information Advisor | Legal Services

DDI: 07 974 0589 | Michelle.vanStraalen@hcc.govt.nz



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From: official information
Sent: Monday, 6 January 2020 2:03 PM
To: boris@capric.co.nz
Cc: official information <officialinformation@hcc.govt.nz>
Subject: HPE CM: LGOIMA 20002 - Resource Consents

Kia ora

I write to acknowledge your information request of 31 December 2019 in respect of Resource Consents.

Please be advised your request has been referred to the relevant unit within council and we will respond as soon as practicable and in any event no later than 12 February 2020, being 20 working days after the day we received your request.

Feel free to contact me if you have any queries in the meantime.

Kind regards,

Michelle van Straalen

Official Information Advisor | Legal Services

DDI: 07 974 0589 | Michelle.vanStraalen@hcc.govt.nz



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From: Boris Samujh <boris@capric.co.nz>
Sent: Tuesday, 31 December 2019 10:51 AM
To: official information <officialinformation@hcc.govt.nz>
Subject: Request for information - LGOIMA & OIA

Please see the attached request for information.

kind regards

--

Boris Samujh

Hamilton, New Zealand

Mobile 021 708277
E-mail boris@capric.co.nz

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--

Boris Samujh

Director

Capric Immigration

Hamilton, New Zealand

Mobile 021 708277

E-mail boris@capric.co.nz

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--

Boris Samujh

Director

Capric Immigration

Hamilton, New Zealand

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