

Let's Get Wellington Moving - Relationship and Funding Agreement

New Zealand Transport Agency

Wellington City Council

Wellington Regional Council

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DATED

2020

PARTIES

1. **New Zealand Transport Agency** (Waka Kotahi NZ Transport Agency), a Crown entity established under section 93 of the Land Transport Management Act 2003 (**Transport Agency**).
2. **Wellington City** a territorial authority constituted by clause 100 of the Local Government (Wellington Region) Reorganisation Order 1989 as Wellington City Council and listed in Part 2 of Schedule 2 of the Local Government Act 2002 as Wellington City Council (**WCC**).
3. **Wellington Regional Council** a regional council constituted by clause 9 of the Local Government (Wellington Region) Reorganisation Order 1989 and listed in Part 1 of Schedule 2 of the Local Government Act 2002 (**GWRC**).

BACKGROUND

- A. LGWM is an exciting and unique city shaping opportunity through which the parties will work collaboratively to deliver improved liveability, accessibility, safety, and resilience, and reduced car reliance using an integrated transport package as the enabler of transformational change.
- B. In 2014, the parties entered into a Memorandum of Understanding (**MoU**) in respect of "*the processes and behaviours the parties will exhibit as they jointly seek to deliver integrated transport outcomes for users of the transport network in Wellington city*". The parties have made significant progress in their thinking about LGWM and have determined that, while the MoU has served well to date the parties wish to provide for a more detailed commitment in relation to the implementation and operation of the Detailed Investigation and Development Stage, and as such, significant review of the Memorandum is required. This agreement replaces that MoU.
- C. This agreement confirms the parties' commitment to work together to successfully deliver LGWM (subject to ongoing approval of business cases and funding for aspects of the programme as it continues to develop), and establishes the structures within which the parties will deliver to their joint objectives for the LGWM.
- D. The parties each acknowledge that their immediate priority is to progress the early improvements programme, which make up the Detailed Investigation and Development Stage, and consider the most appropriate structure to deliver the ongoing LGWM programme.

1. PURPOSE, PRINCIPLES AND OBJECTIVES

1.1 **Purpose:** The purpose of this agreement is to record:

- (a) the parties' agreed objectives and commitment to the Detailed Investigation and Development Stage;
- (b) the roles and responsibilities of the parties in relation to the Detailed Investigation and Development Stage;

- (c) the governance arrangements for management and oversight of the Detailed Investigation and Development Stage;
- (d) the indicative budget and how cost allocation will be agreed and paid by each of the parties for the Detailed Investigation and Development Stage; and
- (e) the reporting obligations that the parties will have in relation to the Detailed Investigation and Development Stage.

1.2 **LGWM Principles and LGWM Objectives:** In performing their activities and exercising their rights under this agreement the parties agree to have regard to the LGWM Principles and aim to deliver and achieve the LGWM Objectives.

1.3 **Commitment to collaborative working:** In relation to this agreement and the actions anticipated under it, the parties:

- (a) will work collaboratively and co-operatively with each other in good faith and with trust and mutual respect:
 - (i) to facilitate the delivery of the Detailed Investigation and Development Stage in a manner that has regard to fulfilling the LGWM Principles and is consistent with achieving the LGWM Objectives;
 - (ii) in planning, designing, authorising, undertaking, establishing, managing, operating or otherwise performing the Detailed Investigation and Development Stage;
 - (iii) to ensure each party is aware of, and kept up-to-date with, the planning, development and delivery of each part of the Detailed Investigation and Development Stage;
 - (iv) to provide clarity and transparency when dealing with third parties by providing a single point of contact; and
 - (v) to consider, investigate and endeavour to resolve any conflicts under or in connection with this agreement (and the Detailed Investigation and Development Stage) as they arise in a manner that maintains the integrity, professionalism and statutory accountabilities of each party.
- (b) commit to operating:
 - (i) an integrated collaborative team environment to encourage open, honest and efficient sharing of information;
 - (ii) a culture of no blame and no dispute to avoid all disputes or litigation between the parties;
 - (iii) in an open and transparent manner in relation to the Detailed Investigation and Development Stage (including actual expenditure and progress against Activity Budgets); and

- (iv) in a cost efficient and effective manner and on a “best for programme” approach to decision making, putting the interests of the programme ahead of the party's individual interest, acknowledging that delivery of LGWM is in the interests of all agencies;
- (c) will perform, manage and account to each other for performance of their respective roles and responsibilities set out in this agreement;
- (d) where this agreement does not specify the roles and responsibilities that each of the parties will have in relation to any particular works or tasks related to the Detailed Investigation and Development Stage of LGWM, the roles and responsibilities will be as set out in the LGWM Management Plan or otherwise agreed by the LGWM Board; and
- (e) ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this agreement.

1.4 **No surprises:** The parties agree that a ‘no surprises’ approach will apply in the performance and delivery of their functions in relation to LGWM and the Detailed Investigation and Development Stage. In particular, this approach will include:

- (a) keeping the other Partner Organisations informed, as soon as reasonably practicable, on becoming aware of any significant developments that are inconsistent with the LGWM Principles or likely to have an effect on the achievement of the LGWM Objectives, the progress of the Detailed Investigation and Development Stage or another party's interests in relation to the Detailed Investigation and Development Stage or LGWM generally; and
- (b) not knowingly taking any action or exercising any rights or entitlements that a party may have at Law or under this agreement that are likely to have a significant adverse effect on the fulfilling the LGWM Principles or the achievement of the LGWM Objectives, the Detailed Investigation and Development Stage, LGWM generally, or an another parties' interests in relation to the Detailed Investigation and Development Stage or LGWM generally, without first informing the affected party, and giving that party a reasonable opportunity to comment or take advice or action on the possible effect of that action on the other party's or its objectives.

1.5 **Statutory responsibilities acknowledged:** The parties recognise that each party has particular statutory powers, function and/or regulatory roles, and is bound by particular statutory responsibilities (**Statutory Functions**). This agreement does not seek to derogate from a party's Statutory Functions and, accordingly:

- (a) nothing in this agreement in any way influences or restricts the exercise of Statutory Functions, binds a party to make a particular decision in respect of any Statutory Function exercised by that party, or prevents a party from taking any action that if not taken, in whole or part, would or could cause that party to be in breach of its Statutory Functions; and
- (b) if there is a conflict between an obligation under this agreement, and a party's Statutory Function, the applicable Statutory Function prevails to the extent of the conflict.

1.6 **Status of this agreement:** The parties agree that:

- (a) this agreement provides the relationship framework for the parties to deliver the Detailed Investigation and Development Stage in an efficient and effective manner; and
- (b) that all disputes, differences or question between the parties arising out of, or in connection with this agreement will be dealt with in accordance with clause 13 and that, other than in relation to the an obligation for a party to contribute its Funding Share or pay an amount in accordance with this agreement:
 - (i) there will be no arbitration or litigation between the parties on any such dispute, difference or question; and
 - (ii) each party waives all rights of action whether in contract, tort (including negligence), equity or otherwise, arising out of any act or omission by a party in connection with this agreement (other than acts or omissions relating to funding contribution and payment obligations as described above).

2. COMMENCEMENT AND OVERVIEW

2.1 **Term:** This agreement commences on the date on which it is signed by each party (**Commencement Date**) and, subject to clause 14, continues until the date on which the parties:

- (a) agree to terminate this agreement; or
- (b) enter into a new agreement that expressly replaces this agreement.

2.2 **Replacement of Agreement:** It the intention of the parties that this agreement end, be replaced, and/or be substantively reviewed and updated:

- (a) at the end of the Detailed Investigation and Development Stage; or
- (b) following the establishment of a new delivery vehicle for LGWM if that option is chosen by the parties.

2.3 **Limits on activities and contributions:** Notwithstanding clause 2.1, under this agreement, no party will be required to:

- (a) perform any activities or be required to contribute payment, funding or resources towards any activities that are not related to the Detailed Investigation and Development Stage or its obligations under this agreement; or
- (b) make any payment in excess of its Funding Share:
 - (i) of the then current total Detailed Investigation and Development Stage Budget; or
 - (ii) in relation to any particular activities, projects or elements of the Detailed Investigation Development Stage, a Workstream Funding Approval for that aspect, phase, project or element.

2.4 **Review of agreement and Operational Documents:** The parties agree:

- (a) that at the early stages of the complex LGWM programme there are a number of unknowns and risks that need to be identified and managed, both in relation to the Detailed Investigation and Development Stage and LGWM more broadly;
- (b) that this uncertainty means that the operation of the Project Office and the Detailed Investigation and Development Stage needs to be able to be reviewed and adapt as the Detailed Investigation and Development Stage and LGWM matures;
- (c) to review this agreement and the Operational Documents:
 - (i) on a regular basis (at least annually); and
 - (ii) as reasonably requested by a party, where that party, acting reasonably, considers that a review of this agreement and or the Operational Documents is necessary,

to ensure that this agreement and Operational Documents are in the best form to deliver the Detailed Investigation and Development Stage and the LGWM programmes more generally when the parties are looking to transition from the Detailed Investigation and Development Stage to later life cycle stages of the programme development.

3. **GOVERNANCE AND OPERATION**

3.1 **LGWM Governance Reference Group:**

- (a) The parties will establish and maintain, throughout the term of this agreement, an LGWM governance reference group (**LGWM Governance Reference Group**), consisting of two senior representatives of each party (**LGWM Governance Reference Group Members**) to:
 - (i) provide an interface between the two Councils and the Transport Agency Board on the political or senior internal governance level preferences of each of the parties and in relation to community interaction; and
 - (ii) keep the respective Councils and the Transport Agency Board (as relevant) informed of the progress, and the LGWM Board's decisions in relation to, the Detailed Investigation and Development Stage and LGWM generally.
- (b) The parties may each nominate one representative to act in an observer role in relation to the LGWM Governance Reference Group (**LGWM Governance Reference Group Observer**). The LGWM Governance Reference Group Observers will have the role and responsibilities assigned to them within the LGWM Governance Reference Group Terms of Reference.
- (c) As at the date of this Agreement, the parties' representative(s) on the LGWM Governance Reference Group and the LGWM Governance Reference Group Observer are identified in Schedule 1. Each party will be entitled to replace its LGWM Governance Reference Group Member or LGWM Governance Reference Group Observer, or nominate alternate or proxy LGWM Governance Reference Group Members or LGWM Governance Reference Group Observer, in accordance the LGWM Governance Reference Group Terms of Reference.

- (d) The LGWM Governance Reference Group will meet no less than quarterly and will:
- (i) operate and be conducted in accordance with; and
 - (ii) be responsible for conducting the roles and responsibilities, and will have the duties, set out in,
- the LGWM Governance Reference Group Terms of Reference. The LGWM Governance Reference Group Observers must be invited to, and allowed to attend and observe, each meeting of the LGWM Governance Reference Group.
- (e) Unless otherwise agreed by the parties, the parties will procure that the LGWM Programme Director (or their delegate) will be responsible for scheduling the meetings, producing the agenda and recording the minutes of any meeting of the LGWM Governance Reference Group.

3.2 Mana Whenua Representation: The parties agree:

- (a) that the facilitation of mana whenua involvement in LGWM will be important to achieve mutually beneficial strategic and operational goals and objectives;
- (b) to collectively work together to approach mana whenua in accordance with the relevant agreements and protocols established with each party's respective mana whenua partners (or, if more than one party has agreements or protocols in place with the same mana whenua partner, the agreements and protocols that the parties agree are most appropriate for engaging with that mana whenua partner) to seek input into how mana whenua wish to be involved with LGWM and how best to implement that involvement; and
- (c) that any agreement by the parties and mana whenua on mana whenua representation within LGWM and the terms of that representation will be recorded in the appropriate Operational Documents to be amended and agreed as set out at clause 2.4.

3.3 LGWM Board:

- (a) The parties will establish and maintain, throughout the term of this agreement, an LGWM programme board to provide overall strategic direction and decision making for the Detailed Investigation and Development Stage and LGWM generally (**LGWM Board**).
- (b) The parties agree that:
 - (i) for the purposes of each LGWM Board meeting, a party's members on the LGWM Board will be (and the party will be entitled to invite) such senior representatives as that party considers appropriate in the circumstances to enable the exercise of that party's decision-making power at the meeting;
 - (ii) in addition to its representatives at each LGWM Board meeting, a party may invite such other subject matter experts to attend the meeting as considers appropriate in the circumstances in order to advise or assist the LGWM Board in making its decisions;

- (iii) each party will notify the LGWM Programme Director, and each other party, of its proposed representatives and attendees for each LGWM Board meeting in accordance with the LGWM Board Terms of Reference; and
- (iv) the LGWM Board will operate on the basis of equal representation and voting power for each of the parties in the LGWM Board decision making process, regardless of the number of representatives of any particular party attending any LGWM Board meeting.
- (c) The LGWM Board will meet no less than 10 times in any 12 month period and will:
- (i) operate and be conducted in accordance with; and
- (ii) be responsible for conducting the roles and responsibilities, and will have the duties, set out in,
- the LGWM Board Terms of Reference.
- (d) Unless otherwise agreed by the parties, the parties will procure that the LGWM Programme Director (or their delegate) will be responsible for scheduling the meetings, producing the agenda and recording the minutes of any meeting of the LGWM Governance Reference Group.
- (e) The LGWM Board Terms of Reference will record that:
- (i) each of the parties will have one vote in relation to decisions to be made by the LGWM Board regardless of the number of representatives of any particular party that attend an LGWM Board meeting; and
- (ii) all decisions made by the LGWM Board must be unanimous (that is, each party must vote in support of the decision at the relevant LGWM Board Meeting); and
- (f) If a decision from the LGWM Board requires a party's representative(s) to follow an internal decision making process or obtain internal approval (whether from another officer or employee of the party's organisation, or its Board or Council) the representatives of the party will follow the required processes to seek the internal determination or decision and report that decision back to the LGWM Board.
- (g) In addition to the meetings of the LGWM Board, an appropriate senior representative of each party (as notified by a party to the LGWM Programme Director and the other parties from time to time) will meet with the LGWM Programme Director on a weekly basis (or such other basis as agreed by the parties) to provide a steering group for activities relating to the Detailed Investigation and Development Stage and LGWM generally with a view to enabling the efficient and effective operation of LGWM and interface between each of the parties' respective governance bodies.

3.4 LGWM Programme Director:

- (a) The LGWM Programme Director is the person nominated in Schedule 1. The LGWM Board may remove or replace the LGWM Programme Director from that role under this agreement

at any time and/or may appoint a person to act as the LGWM Programme Director on an interim basis during any period in which the LGWM Programme Director is unavailable.

- (b) The LGWM Programme Director (or any interim appointee) will report to the LGWM Board and attend LGWM Board meetings as required by the LGWM Board, but will have no voting rights.
- (c) The parties agree to ensure that the LGWM Programme Director:
 - (i) will be responsible to the LGWM Board and carry out the duties set out in the LGWM Management Plan as directed by, and in accordance with the instructions of, the LGWM Board;
 - (ii) must act in accordance with the prescribed financial and other limits and instructions advised by LGWM Board or set out in the LGWM Management Plan (items or decisions outside those limits must be referred to the LGWM Board for a decision).

3.5 Owner Interface Managers (OIMs):

- (a) Each party will appoint and maintain, throughout the term of this Agreement, at least one owner interface manager (**OIM**) to support to the LGWM Programme Director and the success of the Detailed Investigation and Development Stage and LGWM generally by:
 - (i) liaising and coordinating the provision of resources by their respective appointing party;
 - (ii) providing an ongoing line of reporting and communication to relevant governance bodies within their respective appointing party (including, in the case of WCC and GWRC, their Councils and in the case of the Transport Agency, the Board) to assist in the efficient operation of internal governance bodies in respect of decisions related to LGWM; and
 - (iii) performing the other roles and responsibilities specified in the LGWM Management Plan.
- (b) As at the date of this Agreement, the parties' OIMs are identified in Schedule 1. A party may replace its OIM, with a suitably experienced and qualified replacement, by notice in writing to the other parties.
- (c) The OIMs will meet on at least a weekly basis to progress the Detailed Investigation and Development Stage, discuss resource provision from the parties, upcoming activities and recommendations to the LGWM Programme Director and/or the LGWM Board in relation to the operation of the Detailed Investigation and Development Stage.

3.6 Development of operational documents:

- (a) Within 60 Business Days of the Commencement Date (or such longer period agreed by the LGWM Board), following LGWM Board endorsement, the parties will seek to agree, in accordance with each parties' internal decision making requirements, the:

- (i) LGWM Governance Reference Group Terms of Reference;
 - (ii) LGWM Board Terms of Reference;
 - (iii) LGWM Management Plan;
 - (iv) Procurement Strategy; and
- (each an **Operational Document**).
- (b) Once agreed by the parties, an Operational Document may be amended from time to time by approval of the LGWM Board in consultation with the LGWM Governance Reference Group.
 - (c) Pending agreement of the Operational Documents, the parties will continue to support, operate and provide resources to the Detailed Investigation and Development Stage in the same manner as they have prior to the Commencement Date.

3.7 **Resourcing:**

- (a) Each party will provide the Resources in accordance with the Procurement Strategy (subject to any delays or issues in providing a Resource outside of the relevant party's control, including where no suitable or appropriate candidates apply for a position required in the Procurement Strategy). The Resources specified in the Procurement Strategy will comprise the "**Project Office**".
- (b) Each party will ensure that the personnel provided by it as part of the Project Office perform the relevant roles and responsibilities set out in, and comply with, the LGWM Management Plan.

3.8 **Probity Advisors:**

- (a) The parties will appoint such independent professional probity advisors as the parties agree may be required to assist with the ongoing work associated Detailed Investigation and Development Stage including, without limitation, the development of the Probity Framework.
- (b) The costs associated with engaging the probity advisor (and the provision of the probity advisor's services) will be at a "cross programme cost" and allocated between the parties in accordance with Funding Principles to be taken into account in payment of each party's Funding Share under this agreement.

4. **ACTIVITIES AND SERVICE PROCUREMENT PROCESS**

4.1 Unless otherwise agreed by the LGWM Board:

- (a) WCC will be the procuring party and the Principal in relation to any goods or services from a third party supplier, the employment or allocation of Resources in accordance with the Procurement Strategy, and the general operation of activities relating to the City Streets Project; and
- (b) the Transport Agency will be the procuring party and the Principal in relation to any goods or services from a third party supplier, the employment or allocation of Resources in

accordance with the Procurement Strategy, and the general operation of activities for all aspects of the Detailed Investigation and Development Stage other than the City Streets Project.

4.2 A Principal (whether separately, through its appropriately authorised representatives in the Project Office, or with other assistance from the Project Office) will:

- (a) procure third party goods or services, goods and services from each party, and allocate Resources or Project Office effort in relation to the Activities for which it is a Principal in accordance with the relevant Workstream Funding Approval, Procurement Strategy and Activity Budget; and
- (b) where required by the LGWM Management Plan or the Procurement Strategy, notify the LGWM Board of the proposed Activity, including where:
 - (i) the value of the relevant Activity (including both the cost of goods and services and value of any effort allocations) or any individual procurement or allocation is over the relevant thresholds specified in the Procurement Strategy; or
 - (ii) any proposed Activity is not contemplated by the Procurement Strategy; or
 - (iii) no Activity Budget has been agreed for the proposed Activity and the total value of the procurements and allocations for the Activity is over the relevant threshold specified in the Procurement Strategy,

and provide any further details and information reasonably required for the LGWM Board to be able to make the decisions described in clause 4.3 below.

4.3 After receiving a notice under clause 4.2(b), the LGWM Board will determine:

- (a) whether a procurement approval memorandum is required to be completed by the proposed Principal and provided to all parties to this agreement in relation to a proposed procurement;
- (b) the appropriate Activity Budget (if no budget is included in the Project Strategy) for the proposed procurement or allocation or any adjustments to the Activity Budget (the parties acknowledge that each party may also be required to follow its own relevant internal budgetary approvals prior to the LGWM Board approving the Activity Budget and any amendment to, or new, Activity Budget that would result in a change to the relevant Workstream Funding Approval which the proposed procurement or allocation forms part, will be addressed in accordance with the Budget Management Process);
- (c) whether there are any specific contractual clauses that will need to be included in the relevant Project Contract (e.g. in relation to the ownership of assets or deliverables, a clause relating to privity, and/or a clause that will allow the Project Contract to be assigned, transferred or novated in the event that the Principal terminates its participation in this Agreement); and
- (d) the appropriate party to own any assets resulting from the Activity (and any terms relating to the vesting of those assets).

- 4.4 If the LGWM Board determines that a procurement approval memorandum is required in accordance with 4.3 above, then
- (a) the Principal must complete the procurement approval memorandum and distribute a copy of the procurement approval memorandum to all other parties to this agreement;
 - (b) each of other parties will review the procurement approval memorandum and promptly notify the Principal whether it approves the scope of the procurement as detailed in the memorandum or not; and
 - (c) the Principal must not progress the proposed procurement unless and until it has received the approval from each of the other parties under clause 4.4(b) above.

Any party may seek to resolve any issue or rejection of a procurement approval memorandum in accordance with clause 13.

- 4.5 Subject to the restriction on proceeding with a proposed procurement set out in clause 4.3, a Principal must:
- (a) follow the procurement procedures as set out in the Procurement Strategy in carrying out the procurement, negotiating and entering into any Project Contract;
 - (b) comply with any other requirements set out in the LGWM Management Plan for procurement, including requirements relating to confidentiality, conflicts of interest, scope, evaluation process and approvals;
 - (c) not enter into a Project Contract or acquire goods or services from a party or allocate Project Office effort to an Activity where the a total cost (or total estimated cost) of the goods, services and allocation is greater than the value allocated to the services, goods or effort allocation in the latest Activity Budget approved by the LGWM Board (which may be set out in the Procurement Strategy);
 - (d) unless otherwise agreed by the LGWM Board, not enter into a Project Contract with any commitment that extends beyond the funding period committed to by the parties in the latest Activity Budget approved by the LGWM Board or in the relevant Workstream Funding Approval;
 - (e) take into account and use its best endeavours to comply with any direction by the LGWM Board under clause 4.3(c) to include specific contractual clauses in the Project Contract; and
 - (f) if a Project Contract relates to the development or management of assets of deliverables that the LGWM Board agrees will be owned by another party, provide that other party with progress updates, and asset condition and development information as reasonably requested by the owning party from time to time.

5. CONTRACT MANAGEMENT

- 5.1 **Discretion of Principal:** Subject to clauses 5.2 and 11, each Principal may exercise any rights and obligations it may have under a Project Contract without consulting any other party or the LGWM Board.

5.2 **Exceptions:** Notwithstanding clause 5.1, unless otherwise permitted under the LGWM Management Plan, a Principal may not exercise any rights or obligations under a Project Contract in relation to the following matters without the prior approval of the LGWM Board:

- (a) any variation to, or extension of, the Project Contract;
- (b) termination of the Project Contract;
- (c) any change in the scope or nature of the services or deliverables being provided under the Project Contract;
- (d) settlement or litigation of any disputes under the Project Contract;
- (e) any waiver of a material right or claim under the Project Contract;
- (f) the exercise of a right to require certain personnel to serve as Key Personnel, or to remove any Key Personnel or subcontractors under the Project Contract; and
- (g) the exercise of a right to approve or require the removal of specific subcontractors under the Project Contract.

6. REPORTING

6.1 **Project Office reports:** The parties will ensure that the LGWM Programme Director (or their delegate, including delegates in the Project Office) will provide the LGWM Board the following reports at a summary level, and each of the OIMs with the following reports at a detailed level:

- (a) a monthly progress report setting out:
 - (i) in relation to the Detailed Investigation and Development Stage as a whole, all expenditure incurred in implementing the Detailed Investigation and Development Stage, including the expenditure incurred in the prior month, the total expenditure incurred on the Detailed Investigation and Development Stage to date, and the actual expenditure in comparison to the Detailed Investigation and Development Stage Budget;
 - (ii) in relation to each Workstream Funding Approval or each set of related Workstream Funding Approvals (as identified in the relevant Workstream Funding Approvals), all expenditure incurred in implementing activities, projects or elements forming part of the Workstream Funding Approval(s), including the expenditure incurred in the prior month, the total expenditure incurred in relation to the Workstream Funding Approval(s), and the actual expenditure in comparison to the relevant forecasts for expenditure of the Workstream Funding Approval(s);
 - (iii) confirmation from the LGWM Programme Director (or his or her delegate) that all expenditure incurred in the prior month relates to the Detailed Investigation and Development Stage and has been incurred generally in accordance with the Detailed Investigation and Development Stage Budget (and any evidence reasonably requested by the LGWM Board to support that confirmation);

- (iv) any key risks to the Detailed Investigation and Development Stage or LGWM;
- (v) progress against key milestones and deliverables agreed by the parties; and
- (vi) any other details required to be included by the LGWM Management Plan or by the LGWM Board; and

(b) any additional reports the LGWM Board or parties reasonably request.

6.2 **Information provision:** Each party will make information reasonably requested by the LGWM Programme Director available to them to enable the LGWM Programme Director to comply with the reporting obligations under this clause 6.1 (including information relating to Activity Forecasts and actual expenditure against projects or workstreams for which a party is the Principal).

6.3 **Other reports:** Each party will be responsible for undertaking its own:

- (a) internal reporting; and
- (b) financial and statutory planning, including ensuring appropriate provision for the requisite funding is made in the relevant Long Term and Annual Plans, Regional Land Transport Plans and National Land Transport Programme(s).

7. FUNDING SHARES

7.1 **Funding Shares:** Unless otherwise agreed in writing by the parties, each of the parties will contribute and account for their respective shares of the Detailed Investigation and Development Stage Budget (in each case "**Funding Shares**") in accordance with the Funding Principles, Schedule 5, clause 7.2 and clause 8.

7.2 Unless otherwise agreed by the parties, in the event of any unexpected cost, loss or liability, including for example a legal challenge, cost overrun or other externally initiated event relating to the Detailed Investigation and Development Stage, the cost, loss or liability will be shared between the parties at the proportion of the Funding Share and otherwise in accordance with the Funding Principles.

8. BUDGET MANAGEMENT AND INVOICING

8.1 **Budget Management:**

- (a) Any new Workstream Funding Approvals, or any change to an existing Workstream Funding Approval or the Detailed Investigation and Development Stage Budget will be addressed by the parties in accordance with Budget Management Process.
- (b) No party will be required to contribute any money under this agreement above its Funding Share of each approved Workstream Funding Approval that forms part of the then current Detailed Investigation and Development Stage Budget.

8.2 **Forecasting:** The Principal for a project or work stream will:

- (a) throughout the lifecycle of each Activity, maintain an up-to-date forecast of expenditure and effort for each Activity (including third party costs and expenses, cost allocation for Project Office resources to be used, and the cost of any additional or special services to be acquired from a party for that Activity) to a level of detail that would be reasonably expected based on the nature and scope of the relevant Activity and that otherwise complies with the requirements of the LGWM Management Plan (**Activity Forecast**); and
- (b) make each Activity Forecast available to each other party on request (or in such other manner as agreed by the parties from time to time).

8.3 **Payment of Detailed Investigation and Development Stage expenditure:** The relevant Principal will, subject to any relevant procedures set out in the LGWM Management Plan, pay all undisputed third party costs incurred and invoiced under any Project Contract in accordance with the terms of the relevant Project Contract, on receipt of fully itemised invoices from the relevant service provider in accordance with the terms of the relevant Project Contract.

8.4 **Invoicing of Funding Shares:** Unless otherwise agreed in relation to a project or workstream, the relevant Principal will invoice the other parties for each of its projects or workstreams quarterly in advance for the monies the other parties are liable for in relation to that project or workstream based on the current Activity Forecast for the upcoming quarter for that project or workstream:

- (a) in accordance with the applicable Funding Shares of each respective party; and
- (b) taking into account:
 - (i) each party's contribution of Project Office resources, additional services provided by non-Project Office from the party, third party service provider costs, and other relevant costs or factors (including any apportionment methodology agreed by the parties), in each case, related or connected to the project to the relevant project or workstream; and
 - (ii) any wash-up necessary to account for any difference between the actual expenditure for a project or workstream in the immediately preceding quarter against the funding paid by each party in the invoice relating to that quarter.

The first such invoice and contribution will be payable within 30 Business Days of the Commencement Date unless otherwise agreed by the parties.

8.5 **Payment of Funding Shares:** Subject to clause 8.4 in relation to the first invoice and contribution under this agreement, upon receipt of an itemised invoice from a Principal, each party will pay its share of the invoiced amount (determined in accordance with the Funding Shares and clause 8.4) by the 20th day of the month following the month of receipt of the invoice.

9. CONFIDENTIALITY

9.1 **Non-disclosure:** Except as permitted by this clause 9, each party will keep each other parties' Confidential Information confidential and will not disclose such Confidential Information to any

person or use such Confidential Information for any purpose other than the purpose of this agreement.

9.2 **Exceptions:** Notwithstanding clause 9.1, a party may disclose any Confidential Information:

- (a) to its professional advisers, auditors or bankers on a need to know basis;
- (b) if and to the extent disclosure is required by Law, provided that party gives the other party notice of the requirement as soon as practicable before such disclosure is made; or
- (c) if and to the extent the information is obtained or developed independently of the information disclosed by the disclosing party.

9.3 **Official Information:** The parties agree that, for the purposes of requests under the Official Information Act 1982 (**OIA**) or the Local Government Official Information and Meetings Act 1987 (**LGOIMA**) relating to the Detailed Investigation and Development Stage and LGWM generally (**LGWM Information Requests**), the Transport Agency is likely to be the agency holding the information or that the request is likely to be more closely connected with the Transport Agency's functions. Accordingly:

- (a) WCC and GWRC will each, where permitted under LGOIMA, transfer any LGWM Information Request received by them and comply with their obligations under LGOIMA in relation to that transfer; and
- (b) the Transport Agency will process and respond to LGWM Information Requests that it has received under OIA (either directly or that have been transferred to it by another party) and:
 - (i) it may be required under the OIA to release information received from GWRC and WCC, even if it is regarded as confidential, but that before releasing any information that GWRC or WCC has identified as Confidential Information, the Transport Agency will consult them and have due regard to their views; and
 - (ii) the other parties will provide the Transport Agency with such assistance as reasonably requested by the Transport Agency to assist in responding to any such requests.

The effort and resources used in processing and responding to LGWM Information Requests will be allocated towards and count towards the Transport Agency's Funding Share and its contribution to the Detailed Investigation and Development Stage Budget.

- (c) If WCC or GWRC is not permitted to transfer an LGWM Information Request as contemplated by this clause 9.3, the parties acknowledge that they may be required under LGOIMA to release information received from the other parties even if it is regarded as confidential. Before releasing any information that another party has identified as Confidential Information, GWRC and/or WCC will consult the other party or parties and have due regard to their views.

10. STAKEHOLDER ENGAGEMENT AND PUBLIC STATEMENTS

10.1 Regular and consistent communication with key stakeholders and the public generally is vital to the success of the Detailed Investigation and Development Stage and LGWM generally.

10.2 The parties will:

- (a) develop a comprehensive stakeholder engagement and communications plan to be incorporated into the LGWM Management Plan in accordance with clause 2.4, which will ensure that key stakeholders and concerned parties are kept informed throughout the delivery of the Detailed Investigation and Development Stage and LGWM generally; and
- (b) act consistently with the communications requirements contained in the LGWM Management Plan.

10.3 No party (or their respective representatives) will make any public statement or other comment about:

- (a) the progress or performance of the Detailed Investigation and Development Stage or LGWM (or any aspect of them), or purport to make any public statement or other comment on behalf of the LGWM programme, other than in accordance with the stakeholder engagement and communications plan incorporated into LGWM Management Plan; or
- (b) any other party's involvement or performance in the Detailed Investigation and Development Stage or LGWM (or from which information about any other party's involvement or performance could be inferred), without first consulting with and obtaining the prior approval of other directly affected parties as to the form and content (such approval not to be unreasonably withheld or delayed) provided that, subject to clause 10.3(a), each party will be free to comment on its own arrangements so long as it does not refer to any potential role or involvement of another party in any particular LGWM activities.

11. INTELLECTUAL PROPERTY

11.1 **Background IP:** Nothing in or done in connection with this Agreement will affect the ownership of any Background IP.

11.2 **Developed IP:** Except as otherwise agreed by the parties, as between the parties, each party will be entitled to all present and future intellectual property rights arising on the creation of any Developed Works by or on behalf of the party.

11.3 **Licence for other parties:** Except as agreed otherwise, each party (**First Party**) grants to each of the other parties a non-exclusive, non-transferable, fully paid-up licence to use, copy, modify and adapt any Works (including Developed Works) provided or made available by the First Party to either of the other parties under or in connection with the Detailed Investigation and Development Stage or this agreement, solely for the purposes of performing their obligations or exercising their rights under this agreement, or to inform their decision-making or support functions in relation to LGWM.

12. DISPUTE RESOLUTION FOR PROJECT CONTRACTS

12.1 **Process for disputes:** Should a dispute arise under a Project Contract, each party to this agreement acknowledges and agrees that:

- (a) the Principal will, subject to gaining the prior written approval of the LGWM Programme Director or LGWM Board as required by the LGWM Management Plan (provided that, in the case of issuing or responding to litigation proceedings LGWM Board approval must always be obtained), initiate or respond to the formal dispute resolution process set out in the relevant Project Contract on behalf of the Responsible Party and any other parties to the Project Contract (if applicable);
- (b) each party agrees that all claims the Principal may have against the relevant service provider under the Project Contract (**Counterparty**) will be notified to the Principal and managed by the Principal, notwithstanding if any of the other party has a legal right to enforce any underlying action;
- (c) each other party will provide all reasonable assistance to the Principal in respect of any dispute or claim made by the Principal under the Project Contract; and
- (d) the Principal shall not settle or begin any litigation proceedings without first obtaining the consent of all other parties to this agreement that would be affected by such settlement or litigation (such consent not to be unreasonably withheld or delayed).

12.2 Any amount recovered by the Principal from the Counterparty as damages or settlement of a dispute shall be apportioned to the parties as agreed in writing between the parties at the time of receipt of such damages or settlement in accordance with clause 7.2.

13. DISPUTE RESOLUTION UNDER THIS AGREEMENT

13.1 **Continued performance:** In the event of any dispute, difference or question arising out of, or in connection with, this agreement (**Dispute**) each party must:

- (a) use its best efforts to resolve the Dispute through good faith negotiations and informal dispute resolution techniques;
- (b) comply with these clauses 13.2 to 13.4 (inclusive), as applicable; and
- (c) continue to perform its obligations under this agreement and any Project Contract(s) as far as possible as if the Dispute had not arisen, pending final settlement of the Dispute.

13.2 **Escalation:** Each party will advise its Contact Person of a Dispute on the day that the Dispute arises. The Contact Persons will use their best efforts to resolve the Dispute in accordance with clause 13.1. If the Dispute is not resolved:

- (a) within 10 Business Days, any party may escalate the Dispute to the parties General Managers for resolution; and
- (b) within a further 10 Business Days of escalation under clause 13.2(a), the Dispute will be escalated to the parties Chief Executives for resolution.

13.3 **Expert Determination:** If the Dispute is not resolved under subclause 13.2(b) then the parties may agree in writing to refer the Dispute to expert determination. If the Dispute is referred to an expert for determination:

- (a) the expert will be appointed by agreement between the parties or, failing agreement, within five Business Days following the date of escalation to the persons described at clause 13.2(b), by the President of the New Zealand Law Society (or his or her nominee) who will be requested to appoint an expert who is suitably qualified and experienced in relation to the subject matter of the Dispute;
- (b) the expert will act as an expert and not as an arbitrator, and referral of the Dispute to the expert will not be a submission to arbitration for the purposes of the Arbitration Act 1996 and the provisions of that Act will not govern that referral;
- (c) within 10 Business Days of the expert accepting the appointment, the parties will send written submissions on the Dispute to the expert and to each other party and, within five Business Days of receiving the other parties' submissions, will submit any written replies they wish to make to the expert and to each other party;
- (d) the parties will give the expert all necessary assistance that the expert reasonably requires to determine the Dispute;
- (e) the expert will, unless the parties otherwise agree, be directed to deliver a written determination to the parties within 15 Business Days of having received the parties' initial written submissions under subclause (c);
- (f) the expert will have the power to compel any party to produce any information material to the Dispute which that party has in its possession and which that party could be required to produce on discovery in a court proceeding to the expert and to the other parties;
- (g) the expert's decision will be final and binding and, to the extent it is lawful to do so, the parties waive any right of appeal or review; and
- (h) the expert will determine the proportion of the expert's fees that each party will be required to pay, having regard to (amongst other things) the conduct of the parties.

13.4 **Mediation:** If:

- (a) the Dispute is not resolved under clause 13.2; and
- (b) the parties have not otherwise agreed to refer the Dispute to expert determination,

then either party may refer the Dispute to mediation by notice to the other party, or the parties may otherwise agree in writing to refer the Dispute to mediation. The mediation will be conducted by a single mediator, in accordance with the terms of the Resolution Institute Standard Mediation Agreement and at a fee to be agreed by the parties. If the parties fail to agree on the identity of the mediator and/or the mediator's fee within five Business Days of referral of the Dispute to mediation, the mediator will be chosen, and the mediator's fee determined by, the chairperson for the time being of the Resolution Institute (or his or her nominee).

13.5 **Injunction:** Nothing in this clause 13 will preclude either party from taking immediate steps to seek urgent relief before a New Zealand Court.

14. TERMINATION

14.1 **Withdrawal from participation:** Any party may terminate their participation in this agreement at any time by giving at least 3 months' prior written notice to the other parties.

14.2 **Consent to withdraw required:** A part seeking to terminate its participation under this agreement must obtain consent from:

- (a) in the case of the Transport Agency, the Transport Agency's Board; and
- (b) in the case of the WCC and GWRC, the consent of their respective Council.

14.3 **Effect of withdrawal or termination:**

- (a) Any termination of a party's participation in this agreement made in accordance with clause 14.1 will not affect the rights or obligations of any other parties under this agreement.
- (b) If a party (**terminating party**) terminates its participation in this Agreement in accordance with clause 14.1, the parties (including the terminating party) will promptly meet to discuss and agree (without prejudice to the terminating party's obligations under clause 14.4):
 - (i) whether it is feasible to continue any or all aspects of the Detailed Investigation and Development Stage, or LGWM more generally in the absence of the terminating party; and
 - (ii) any processes or procedures for the seamless transition of the terminating party's responsibilities in relation to the Detailed Investigation and Development Stage to another nominated party (including the novation of any Project Contents for which the terminating party is the Principal).

14.4 **Ongoing liability of terminating party:** Unless otherwise agreed by the parties, the terminating party will be liable to cover:

- (a) on an ongoing basis, its Funding Share and contribution of other monies (calculated in accordance with clauses 7 and 8) for any costs, expenses, claims, liabilities, losses or damages incurred under or in relation to any Project Contracts in force at the date of the terminating party's withdrawal for the period from the date of the terminating party's withdrawal until completion, expiry or termination;
- (b) the full amount of any costs, claims, liabilities, losses or damages incurred by the other parties in relation to this agreement or under any Project Contract arising from the terminating party's withdrawal, including:
 - (i) any costs relating to or arising from the termination or assignment of any Project Contracts where the terminating party is the Principal;

- (ii) any costs reasonably incurred by the other parties in making alternative arrangements to ensure continued performance of the roles and responsibilities previously assigned to the terminating party under this Agreement;
- (iii) any other amounts due to be paid prior to the date of the termination in accordance with this agreement;
- (iv) any additional costs reasonably required to ensure sufficient resourcing of the Project Office following the terminating party's withdrawal;
- (v) any reasonable costs relating to any required variations of a Project Contract as a result of the terminating party's withdrawal; and
- (vi) any other costs incurred by the other parties that the LGWM Board reasonably determines are directly attributable to the withdrawal of the terminating party.

15. CONTACT PERSONS

- 15.1 The parties have each appointed a Contact Person who is the first point of contact for the other parties. Each party's Contact Person as at the Commencement Date is set out in Schedule 1.
- 15.2 Each party agrees that the nominated Contact Persons will keep themselves well informed of the Project, and have a sufficient level of authority to represent their party's view to the other Contact Persons.
- 15.3 The parties may change their Contact Person or the contact details of the Contact Person at any time by written notice to the other parties.

16. NOTICES

- 16.1 **Notices:** Each notice or other communication given under this agreement (each a **notice**) will be in writing and delivered personally or sent by post or email to the address of the relevant party's Contact Person set out in clause 14.4(b)(i) or to any other address from time to time designated for that party by at least five Business Days' prior notice to the other parties.
- 16.2 **Receipt:** A notice under this agreement is deemed to be received if:
 - (a) **Delivery:** delivered personally, when delivered;
 - (b) **Post:** posted, three Business Days after posting or, in the case of international post, seven Business Days after posting; and
 - (c) **Email:** sent by email, at the time the email enters the recipient's designated information system,

provided that any notice deemed received after 5 pm or on a non-Business Day will be deemed to have been received on the next Business Day.

17. GENERAL

17.1 **Amendments:** No amendment to this agreement will be effective unless it is in writing and signed by all of the parties.

17.2 **Assignment:** No party may assign or transfer any of its rights or obligations under this agreement without the prior written consent of the other parties, such consent not to be unreasonably withheld.

17.3 **Costs:**

(a) The parties will each bear their own costs and expenses incurred in the negotiation, preparation and implementation of this agreement.

(b) A party who has an obligation to do anything under this agreement will perform that obligation at its own cost, unless expressly stated otherwise in this agreement.

17.4 **Further assurances:** Each party will, at its own expense, promptly sign and deliver any documents, and do all things, which are reasonably required to give full effect to the provisions of this agreement.

17.5 **No agency:** No party will have authority to act for or incur any obligation on behalf of another party, except as expressly provided for in this agreement.

17.6 **Privity:** A person who is not a party shall not have any rights under or in connection with this agreement by virtue of subpart 1 of part 2 of the Contract and Commercial Law Act 2017.

17.7 **Remedies cumulative:** The rights and remedies provided in this agreement are cumulative and not exclusive of any rights or remedies provided by this agreement or Law.

17.8 **Severance:** If any provision of this agreement is or becomes illegal, invalid or unenforceable in any respect, that provision shall be read down to the extent necessary to make it legal, valid and enforceable or, if it cannot be read down, deemed severed from this agreement. Such change will not affect the legality, validity and enforceability of the other provisions of this agreement.

17.9 **Survival:** Following termination or expiry of this agreement, clauses 7 (Funding Shares), 9 (Confidentiality), 13 (Dispute resolution under this agreement), 14.3 (Effect of termination) 14.4 (Ongoing liability of a terminating party) and 17 (General), as well as any provisions that are by their nature intended to survive, will remain in effect.

17.10 **Waiver:** No waiver of a right or remedy under this agreement or at Law (a **right**) will be effective unless the waiver is in writing and signed by that party. No delay or omission by a party to exercise any right will constitute a waiver of that right. Any waiver of a right will not constitute a waiver of any subsequent or continuing right. No single or partial exercise of a right shall restrict the further exercise of that or any other right.

17.11 **Governing Law and jurisdiction:** This agreement is governed by New Zealand Law. Subject to clause 13, the parties irrevocably submit to the non-exclusive jurisdiction of the New Zealand courts in any proceedings relating to it.

17.12 **Counterparts:** This agreement may be executed in any number of counterparts (including facsimile or scanned PDF counterpart), each of which will be deemed an original, but all of which together will constitute the same instrument. No counterpart will be effective until each party has executed at least one counterpart.

**SIGNED for
WELLINGTON REGIONAL COUNCIL**
by its authorised signatory

**SIGNED for
WELLINGTON CITY COUNCIL**
by its authorised signatory

in the presence of:

Signature:

Name:

Occupation:

Address:

Date:

in the presence of:

Signature:

Name:

Occupation:

Address:

Date:

**SIGNED for
NEW ZEALAND TRANSPORT AGENCY**
by its authorised signatory

in the presence of:

Signature:

Name:

Occupation:

Address:

Date:

(see note on pg 29)

SCHEDULE 1 – DEFINITIONS AND INTERPRETATION

1. DEFINITIONS:

In this agreement the following terms shall have the meaning given to them unless the context requires otherwise:

Activity means programmes of work, activities and tasks forming part of, or necessary to deliver, the Detailed Investigation and Development Stage.

Activity Budget means the overall budget for any Activities undertaken by a Principal (including third party costs, cost of specialist services provided by a party and other Resource allocation by the parties) as agreed by the parties in accordance with the Procurement Strategy or determined in accordance with clause 4.3(b).

Activity Forecast has the meaning given to that term in clause 8.2(a).

Background IP means any intellectual property rights that arise, or have arisen, independently of the activities of any of the parties, its contractors and personnel in connection with this agreement.

Budget Management Process means the process set out in section 1 of Schedule 5.

Business Day means a day that is not a Saturday, a Sunday or a public holiday in Wellington, New Zealand.

City Streets Project means the programme of works and activities described in section 2.4 of Schedule 4.

Commencement Date has the meaning given to that term in clause 2.1.

Confidential Information means information disclosed to a party by another party, either under this agreement or under any Project Contract, that is marked as confidential or which might reasonably be expected to be confidential in nature. The terms of this agreement will be the Confidential Information of each party.

Contact Person means the person nominated by each party to serve as the first point of contact in relation to this agreement, as specified in Schedule 2.

Detailed Investigation and Development Stage means the LGWM projects and/or sub-projects and associated activities and tasks forming part of LGWM and that are itemised or described in an approved Workstream Funding Approval.

Detailed Investigation and Development Stage Budget means the overall budget for this stage being the combination of the Workstream Funding Approvals.

Developed Works means any Works created by a party, its contractors or personnel in connection with this agreement, including where those Works are an adaptation or derivative of, or a modification or enhancement to, other Works.

Funding Principles means the principles in relation to contribution of the parties to the Detailed Investigation and Development Stage Budget set out in section 2 of Schedule 5 (as may be amended or supplemented in relation to a particular Workstream Funding Approval in the Workstream Funding Approval.

Funding Share, in respect of a party to this agreement, has the meaning given to that term in clause 7.1.

Key Personnel means any specific personnel of a third party that are required to provide certain services or deliverables under a Project Contract due to being identified as "key personnel", "specified personnel" or similar in the relevant Project Contract.

Law includes any rules of common law, statute, regulation, bylaw or other secondary legislation in force from time to time.

LGOIMA has the meaning given to that term in clause 9.3(a).

LGWM means the overarching Let's Get Wellington Moving programme as described in Schedule 4 (of which the Detailed Investigation and Development Stage is a subset of activities, projects and workstreams).

LGWM Board has the meaning given to that term in clause 3.3(a).

LGWM Board Terms of Reference means the terms of reference for membership, operation and decision making of the LGWM Board, as may be amended from time to time in accordance with clause 3.6(a).

LGWM Governance Reference Group has the meaning given to that term in clause 3.1(a).

LGWM Governance Reference Group Members has the meaning given to that term in clause 3.1(a).

LGWM Governance Reference Group Observer has the meaning given to that term in clause 3.1(b).

LGWM Governance Reference Group Terms of Reference means the terms of reference for membership, operation and decision making of the LGWM Board, as may be amended from time to time in accordance with clause 3.6(b).

LGWM Management Plan means a document that sets out:

- (a) systems, processes, procedures and delegations that are to be used to deliver the Detailed Investigation and Development Phase;
- (b) the roles and responsibilities of the LGWM Programme Director, OIMs and the other members of the Project Office;
- (c) how the LGWM Programme Director, OIMs and other members of the Project Office are required to work and report to the parties, the LGWM Board and the LGWM Governance Reference Group; and

- (d) how the LGWM Board are required to interact and interface with the LGWM Governance Reference Group; and
- (e) the parties' strategies, procedures, communications protocols, timetable and other communication and engagement related information as necessary to keep key stakeholders and concerned parties informed,

as that document may be amended from time to time in accordance with clause 3.6(b).

LGWM Objectives means the objectives set out in section 3 of Schedule 3.

LGWM Principles means the principles set out sections 1 and 2 of Schedule 3.

LGWM Programme Director means the person identified in Schedule 2 (who may be replaced or substituted by the LGWM Board from time to time in accordance with clause 3.4(a)), who is responsible for performing the functions and responsibilities for that role set out in the LGWM Management Plan.

LGWM Information Requests has the meaning given to that term in clause 9.3(a).

OIA has the meaning given to that term in clause 9.3(a).

OIM has the meaning given to that term in clause 3.5.

Operational Documents has the meaning given to that term in clause 3.6(a).

Principal means, in relation to a proposed procurement, project or workstream, or Project Contract, the party that has or proposes to operate that proposed procurement, project or workstream, or has entered or proposes to enter into the Project Contract, on behalf of one or more of the other parties.

Procurement Strategy means the overarching plan for the Detailed Investigation and Development Stage prepared in accordance with the Transport Agency's checklist and Procurement Manual setting out how the parties will undertake all aspects associated with any procurement activity, including developing and implementing a Probity Framework, compliance with all relevant procurement procedures and manuals (including compliance with the Transport Agency's Procurement Manual where appropriate), setting Activity Budgets, and providing for Resource allocation, asset ownership or asset transfers, as amended from time to time in accordance with clause 3.6(a).

Probity Framework means an overarching framework to manage all probity issues associated with LGWM.

Project Contract means any contract entered into by one or more of the parties in relation to a Project, either on its own behalf or on behalf of one or more of the other parties as Principal.

Project Office has the meaning given to that term in clause 3.7.

Resource means the personnel, systems, hardware, equipment, materials and other resources (including premises) that are to be obtained and/or made available by a party for the purposes of the Detailed Investigation and Development Stage as agreed in the Procurement Strategy.

Works means documents, plans, drawings, diagrams, designs, circuit layouts, tools, sound recordings, video recordings, photographs, artistic works, source code, object code, databases, tables, compilations, inventions, discoveries and/or trade secrets.

Workstream means either the Indicative Business Case work stream or the Early Delivery business case workstream as context requires.

Workstream Funding Approvals means the approvals and accompanying approved funding allocations, set out in Appendix 2 to Schedule 5 and as updated or added to from time to time in accordance with section 1 of Schedule 5.

2. INTERPRETATION

In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (a) "including" and similar words do not imply any limitation;
- (b) references to any form of law is to New Zealand law, including as amended or re-enacted;
- (c) references to a party or a person includes any form of entity and their respective successors, assigns and representatives;
- (d) except as provided in this agreement every right, power and remedy of a party remains unrestricted and may be exercised without prejudice to each other at any time;
- (e) singular includes plural and vice versa;
- (f) New Zealand time and dates apply;
- (g) any word or expression related to or derived from a definition in this agreement has a meaning corresponding or construed to the definition;
- (h) references to sections, clauses, schedules, annexes or other identifiers are to those in this agreement;
- (i) references to a document or agreement (other than a plan or other document created as part of a statutory process) includes it as varied, novated or replaced; and
- (j) each schedule and any other attachment is part of this agreement.

SCHEDULE 2 – AGREEMENT DETAILS

PART 1 – AGREEMENT DETAILS

1. LGWM GOVERNANCE REFERENCE GROUP

Note: this will be changed to chief executive & we will advise Nicole now in role.

1.1 LGWM Governance Reference Group Members

NZTA

Name	Mark Ratcliffe
Contact Details	C/o Transport Agency
Street Address	50 Victoria Street Wellington 6011
Postal Address	Private Bag 6695 Marion Square Wellington 6141
	Ph: 9(2)(a)
	email: mark.ratcliffe@nzta.govt.nz

Name	Emma Speight
Contact Details	C/o Transport Agency
Street Address	50 Victoria Street Wellington 6011
Postal Address	Private Bag 6695 Marion Square Wellington 6141
	Ph: 9(2)(a)
	Cell: [REDACTED]
	email: emma.speight@nzta.govt.nz

WCC

Name	Mayor Andy Foster
Contact Details	C/o WCC
Street Address	113 The Terrace Wellington 6011
Postal Address	PO Box 2199 Wellington New Zealand
	Ph: 9(2)(a)
	Cell: [REDACTED]
	email: mayor@wcc.govt.nz

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

Name	Deputy Mayor Sarah Free
Contact Details	C/o WCC
Street Address	113 The Terrace Wellington 6011
Postal Address	PO Box 2199 Wellington New Zealand
	Ph: 9(2)(a)
	Cell: [REDACTED]
	email: sarah.free@wcc.govt.nz

GWRC

Name	Councillor Daran Pointer
Contact Details	C/o GWRC
Street Address	Shed 39 2 Fryatt Quay Wellington 6011
Postal Address	PO Box 11646 Manners Street Wellington 6142
	Cell: 9(2)(a)
	email: daran.ponter@gw.govt.nz

Name	Councillor Roger Blakeley
Contact Details	C/o GWRC
Street Address	Shed 39 2 Fryatt Quay Wellington 6011
Postal Address	PO Box 11646 Manners Street Wellington 6142
	Cell: 9(2)(a)
	email: roger.blakeley@gw.govt.nz

1.2 **LGWM Governance Reference Group Observer**

NZTA

Name	To be confirmed following execution
Contact Details	To be confirmed following execution

WCC

Name	Councillor Jenny Condie
-------------	-------------------------

Contact Details	C/o WCC
Street Address	113 The Terrace Wellington 6011
Postal Address	PO Box 2199 Wellington New Zealand
	Ph: 9(2)(a)
	Cell: [REDACTED]
	email: jenny.condie@wcc.govt.nz

GWRC

Name	Councillor Josh Van Lier
Contact Details	C/o GWRC
Street Address	Shed 39 2 Fryatt Quay Wellington 6011
Postal Address	PO Box 11646 Manners Street Wellington 6142
	Cell: 9(2)(a)
	email: josh.vanlier@gw.govt.nz

2. LGWM PROGRAMME DIRECTOR

Name	Andrew Body
Contact Details	C/o Transport Agency
Street Address	50 Victoria Street Wellington 6011
Postal Address	Private Bag 6695 Marion Square Wellington 6141
	Ph: 9(2)(a)
	Cell: [REDACTED]
	email: andrew.body@nzta.govt.nz

3. OWNER INTERFACE MANAGERS

NZTA

Name	Adam Nicholls
Contact Details Street Address	C/o Transport Agency 50 Victoria Street Wellington 6011
Postal Address	Private Bag 6695 Marion Square Wellington 6141
	Ph: 9(2)(a)
	Cell: [REDACTED]
	email: adam.nicholls@nzta.govt.nz

WCC

Name	Gunther Wild
Contact Details Street Address	C/o WCC 113 The Terrace Wellington 6011
Postal Address	PO Box 2199 Wellington New Zealand
	Ph: 9(2)(a)
	Cell: [REDACTED]
	email: gunther.wild@wcc.govt.nz

GWRC

Name	Harriet Shelton
Contact Details Street Address	C/o GWRC Shed 39 2 Fryatt Quay Wellington 6011
Postal Address	PO Box 11646 Manners Street Wellington 6142
	Ph: 9(2)(a)
	Cell: [REDACTED]
	email: harriet.shelton@gw.govt.nz

4. CONTACT PERSON

NZTA

Name	Adam Nicholls
Contact Details <i>Street Address</i>	C/o Transport Agency 50 Victoria Street Wellington 6011
<i>Postal Address</i>	Private Bag 6695 Marion Square Wellington 6141
	Ph: 9(2)(a) Cell: [REDACTED] email: adam.nicholls@nzta.govt.nz

WCC

Name	Gunther Wild
Contact Details <i>Street Address</i>	C/o WCC 113 The Terrace Wellington 6011
<i>Postal Address</i>	PO Box 2199 Wellington New Zealand
	Ph: 9(2)(a) Cell: [REDACTED] email: Gunther.wild@wcc.govt.nz

GWRC

Name	Harriet Shelton
Contact Details <i>Street Address</i>	C/o GWRC Shed 39 2 Fryatt Quay Wellington 6011
<i>Postal Address</i>	PO Box 11646 Manners Street Wellington 6142
	Ph: 9(2)(a) Cell: [REDACTED] email: harriet.shelton@gw.govt.nz

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

SCHEDULE 3 – LGWM PRINCIPLES AND LGWM OBJECTIVES

1. GUIDING PRINCIPLES

- 1.1 **Accessible, healthy and safe:** Be socially inclusive and recognise the personal safety, access and health needs of all. Through a transport system that meets the varied access needs of people of all demographics across the region, wherever they need to travel.
- 1.2 **Better public transport:** Significantly enhance public transport and increase its use. Through improvements in the level of service across all public transport, to make it easier to get around the region.
- 1.3 **Clean and green:** Improve environmental outcomes for the city and the region. Through a transport system that respects nature and makes a positive contribution to environmental improvement.
- 1.4 **Compact city:** Reclaim urban space to support a compact and liveable city. Through a transport system that minimises traffic in the CBD and ensures ease of access to facilities, entertainment and jobs.
- 1.5 **Demand and supply:** Recognise that we need to do more than just build infrastructure and consider a range of ways to manage travel demand and supply across the network. Through a transport system that has a range of costs and incentives in place to encourage change in network use.
- 1.6 **Future-proof and resilient:** Provide a transport system that is adaptable and future-proofed for urban growth and resilient to natural hazards and climate change. Planning for the impact that social, economic and technological change may have on travel and lifestyle preferences and recognising the role of transport services in encouraging urban development where we want it.
- 1.7 **Past, present, future:** Respect the importance of character and heritage in New Zealand's capital city. Through a transport system that ensures infrastructure developments are integrated with their built environment.
- 1.8 **Predictable travel times:** Significantly reduce the impact of congestion on journey time predictability for all, at all times. All includes commuters, tourists, movers of freight, tradespeople and anyone travelling to or from the hospital or airport at any time.
- 1.9 **Set in nature:** Ensure that Wellington city remains safe and attractive, set in nature and connected to the harbour.
- 1.10 **Growth:** Encourage continued economic growth and support population growth and intensification of Wellington city as the economic engine of the region. Through a transport system that provides opportunities for residents and businesses to support the desired growth.
- 1.11 **Travel choice:** Provide better transport choices for the region. In alignment with the sustainable transport hierarchy in the Wellington Urban Growth Plan and the Regional Land Transport Plan.
- 1.12 **Wider view:** Recognise that there is a wide range of benefits to be realised from integrating urban form and transport thinking, and that increased value should not be measured by cost alone.

2. PROCESS PRINCIPLES

- 2.1 Listen and learn, and be informed and guided by evidence, including smart data approaches.
- 2.2 Be bold, aspirational and innovative.
- 2.3 Be open, transparent and communicate in plain English.
- 2.4 Respect the range of views in the community.
- 2.5 Adopt best practice urban design and transport standards.
- 2.6 Seek win wins where possible.
- 2.7 Be transparent about how trade-offs are made.

3. LGWM OBJECTIVES

The objectives for LGWM are to develop a transport system for Wellington that:

- 3.1 enhances the liveability of the central city;
- 3.2 provides more efficient and reliable access for all users;
- 3.3 reduces reliance on private vehicle travel;
- 3.4 improves safety for all users; and
- 3.5 is adaptable to disruptions and future uncertainty.

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SCHEDULE 4 - LGWM SCOPE

1. Overview

LGWM's vision is to build a great harbour city which is resilient, accessible to all, with inviting places, shared streets, and efficient local and regional journeys. To realise this vision, LGWM is focused on moving more people with fewer vehicles.

LGWM will include better walking facilities, connected and safe cycleways, and high-quality mass rapid transit, along with more reliable public transport, improvements at the Basin Reserve and an extra Mt Victoria Tunnel and widening of Ruahine Street and Wellington Road, and travel demand management – all closely aligned with urban development and planning changes. Given its scope and complexity, the programme will take 10-20 years to deliver to completion.

The LGWM Project Office established under this agreement will investigate, plan, design and deliver LGWM through managing a core team, cross-cutting workstreams and the following investigation packages:

- Early Delivery
- Mass Rapid Transit
- State Highway improvements
- City Streets
- Travel Demand Management.

(each a **LGWM Project**, collectively the **LGWM Projects** and in combination with the programme described in the second paragraph of this Schedule being **LGWM**).

As each LGWM Project is progressed through the Detailed Investigation and Development Stage it will be coordinated with the other of the LGWM Projects to ensure the transport system is transformed in a way that reflects the LGWM Principles and works to deliver the LGWM Objectives, and so that it achieves good value for money. This will involve carefully integrating both the detailed design of the LGWM Projects as well as sequencing them optimally.

Cross-cutting workstreams will support the LGWM Projects to avoid duplication of specialist expertise and to ensure a consistent and coordinated approach across the LGWM Programme.

The LGWM Project Office will work closely with the LGWM Board and Governance Reference Group to ensure that the parties to this agreement carefully consider stakeholder and community views before decisions are taken and implementation begins.

2. Component projects

The LGWM Programme has five component Projects which are summarised below.

2.1 Early Delivery

This project (the **Early Delivery Project**) will make improvements to the Wellington transport system that can be implemented quickly without the need to wait for the conclusion of the detailed

investigation of the other LGWM Projects. The Early Delivery Project includes the following sub-projects (the **Early Delivery Sub-Projects**):

Central City walking improvements – changes to key pedestrian routes and intersections to make it faster, easier, and safer to walk in the central city. The preferred option will be identified no later than early 2020.

Central City Safer Speeds – lowering the speed limit on most central city streets. The preferred option will be identified by mid 2020.

Golden Mile improvements – permanent changes and trials that will start making the Golden Mile a more attractive and safer place for people walking and on bikes, while also improving the reliability of bus journeys. The preferred option will be identified by late 2020.

Thorndon Quay/Hutt Road improvements – giving buses priority and making it safer for people to cycle between the city and the planned Ngauranga to Petone walking and cycling link. The preferred option will be identified by late 2020.

Cobham Drive crossing – helping people who walk or cycle to safely cross and connect with the new cycleway around Evans Bay and community facilities in Kilbirnie and Lyall Bay. The preferred option will be identified by late 2020.

State Highway safer speeds – reducing speeds on State Highway 1, east of Mount Victoria. The preferred option will be identified by late 2020.

2.2 Mass Rapid Transit

This project (**Mass Rapid Transit Project**) will create a new mass rapid transit service connecting the railway station with Newtown and the eastern suburbs and the airport using a separate route through the CBD from the route used by the existing bus services.

The Mass Rapid Transit Project will improve travel choice through the Wellington city centre and help shape a more compact and sustainable city and region. It will be integrated with the wider public transport network, and offer:

- High frequency public transport services (every 10 minutes or less)
- Modern, high capacity electric vehicles with superior ride quality
- Fast loading and unloading of passengers
- Dedicated public transport lanes with signal priority.

The Indicative Business Case for Mass Rapid Transit Project will be completed by early 2021.

This will determine the most appropriate mode and route for mass rapid transit, and how best to integrate it with the wider transport system, particularly the bus and rail networks, urban development changes, and with other LGWM Projects.

2.3 State Highway improvements

The State highway corridor is a key component of the existing transport system in Wellington city. It has a critical role in facilitating multimodal improvements.

The State Highway improvement project (the **State Highway Project**) includes two elements (the **State Highway Sub-Projects**) that will need to be carefully coordinated with each other as well as integrated with the wider transport system, in particular mass rapid transit.

2.3.1 Unblocking Basin Reserve

This project (the **Basin Reserve Sub-Project**) will identify how best to ease congestion and improve journeys for all users of Basin Reserve.

The Basin Reserve Project will involve extensive engagement with the community to develop a design that is sympathetic to the local geography, enhances the use of the Basin, and improves amenity around the reserve. In addition, it will include a detailed investigation into solutions for separating north-south transport movements, east-west transport movements and any mass transit corridors.

It is expected that the initial business case for the Basin Reserve Project will be completed by early 2021.

2.3.2 Extra Mount Victoria Tunnel

This project (the **Tunnel Sub-Project**) will investigate options for the design of an extra Mount Victoria tunnel and widening of Ruahine Street and Wellington Road. A key issue will be how the wider transport system will operate in conjunction with these improvements.

The aim of the Tunnel Sub-Project Project is to improve access, reliability and travel choice from the east for all travel types, and to shift through traffic onto the State Highway away from the Evans Bay and Newtown routes.

The initial business case for the Tunnel Sub-Project is planned to be completed by early 2021

2.4 City Streets Project

This project (the **City Streets Project**) will make further changes to Wellington roads to move more people with fewer vehicles by optimising the use of current road space to better balance access for all modes – walking, cycling, public transport and private vehicles.

Under the City Streets Project, the Wellington central city cycleway network will be integrated with the wider cycleway network. Improvements will be made to the main walking routes, such as provision of wider footpaths, improved crossings and priority, and better shelters, signage and lighting. Bus priority improvements will be made for services to and from the central Wellington city on core routes. The City Streets Project will include the reallocation of some road space to non-vehicle modes and place-based activities to help meet the LGWM Objectives.

The timing of these changes will be integrated with other of the LGWM Projects as their details are developed.

2.5 Travel Demand Management

This project (**Travel Demand Management Project**) will investigate a package of travel demand management measures to help make the best use of existing transport systems and smooth the transition to the new system as the other LGWM Projects are progressively implemented. The Travel Demand Management Project is still in the early stages of scoping and its timing is still to be determined.

3. Programme development approach

The LGWM Projects will be developed through a 'business case' development process. A business case establishes the 'case' for investing in a particular Project and it includes:

- Considering different options to deliver the project's goals
- Listening to the community to understand people's needs and aspirations
- Initial design of the project and the design of different options
- Analysis of project benefits and likely costs, as well as risks and opportunities.

A two-stage business case process will be followed except for the Early Delivery Project:

The **Indicative Business Case (IBC)** will revisit and confirm the strategic context and strategic assessment and evaluates options to deliver the activity under a Project. If it is decided to proceed with the Project, the relevant funding applications to proceed to the Detailed Business Case will be made.

The **Detailed Business Case (DBC)** will carry out a more detailed analysis of the costs, risks and benefits of the preferred option and the do-minimum option identified in the indicative business case. The DBC will build a complete understanding of the acceptable risks, uncertainties and benefits associated with the project, so that a final decision can be made on whether to implement it.

A **Single-Stage Business Case (SSBC)** process will be followed for some Projects. This will effectively combine the IBC and DBC into a single business case.

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SCHEDULE 5 - DETAILED INVESTIGATION AND DEVELOPMENT STAGE AND FUNDING PRINCIPLES

1. BUDGET MANAGEMENT PROCESS

1.1 **Initial Workstream Funding Approvals:** The Workstream Funding Approvals as agreed by the Parties at the date of execution of this agreement are set out at Appendix 2.

1.2 **Budget Management:** If any party (or the LGWM Programme Director) considers that:

- (a) a new Workstream Funding Approval is required to achieve the LGWM Principles or perform tasks or activities relating to LGWM that are within the parties' current overarching funding approvals; or
- (b) any change is required to an existing Workstream Funding Approval (including any change to the Funding Shares of the parties under that Workstream Funding Approval)

(for each **Budget Change**) then it will notify the other parties and provide the other parties with a draft workstream funding approval based on the template set out in Appendix 1 to this Schedule setting out the proposed requirements for Budget Change.

1.3 **Consideration of proposed Budget Changes:** The relevant operational representatives of each of the parties will, consider proposed Budget Changes and seek to refine any draft workstream funding approval reflecting the Budget Change (if necessary). The operational representatives will submit any draft workstream funding approval agreed by the representatives to the LGWM Board accompanied by such other information as reasonably necessary to allow the LGWM Board to consider the proposed Budget Change and draft workstream funding approval.

1.4 **Ratification and approval of Workstream Funding Approval:** The LGWM Board will consider any proposed Budget Change and draft workstream funding approval submitted to it under section 1.3 of this Schedule and, if the LGWM Board agree to endorse a Budget Change as necessary and agree on the proposed draft for the relevant workstream funding approval, then each party will follow its internal decision making and approval process to seek internal approval for the draft workstream funding approval (depending on the scope of the change and the relevant delegated authorities necessary to sign the workstream funding approval).

1.5 **Agreement required:** A draft workstream funding approval prepared in accordance with this section 1 will not be binding on the parties, and will not be considered to be a Workstream Funding Approval for the purposes of this agreement, unless and until it is agreed and signed by the appropriately authorised representative of each party.

2. FUNDING PRINCIPLES

Unless otherwise expressly stated in the relevant Workstream Funding Approval, the following Funding Principles will apply to determine the Funding Share of each party in relation to payment or each Workstream Funding Approval.

2.1 Intended overall funding share

The LGWM indicative package has been announced on the basis of an approximate funding split of 60% Central Government and 40% Local Government. The analysis required to formalise this in detail will be completed through the Detailed Investigation and Development Stage.

2.2 "Wash up" payment

To provide the funding to complete this phase an interim funding share has been agreed under the understanding that once the final funding shares are agreed there will be a wash up payment made between the parties to align the funding contributions to the final funding split.

2.3 Interim funding share

(a) *Split between Central and Local share*

The interim funding split between central and local government was agreed as follows:

- (i) Business case development and LGWM management costs – 60:40;
- (ii) Early delivery programme – asset owner (for central government-owned assets);
- (iii) Lost revenue from on street parking – asset owner (Wellington City Council); and,
- (iv) Advance property purchase costs – case by case basis with the expectation that costs would fall in the interim to the asset owner.

(b) *Split of the Local share*

During the 2019/20 and 2020/21 period the interim funding split (of the above 40%) between the two local government partners was agreed as follows:

- (i) Investigations, business cases and LGWM management costs – 50:50;
- (ii) Early delivery programme – asset owner (for local government-owned assets) with FAR rates applying; and
- (iii) Advance property purchase costs – case by case basis with the expectation that costs would fall in the interim to the asset owner.

APPENDIX 1 – TEMPLATE WORKSTREAM FUNDING APPROVAL

LGWM Relationship and Funding Agreement Workstream Funding Approval for *[insert short description]*

1	Date	[date]
2	Scope	[Insert description of scope of Workstream Funding Approval and activities for which the funding can be used.]
3	Related Work Funding Approvals	<p>[If other Workstream Funding Approvals are related/should be reported on together used the first option.]</p> <p>Option [The following Workstream Funding Approvals are related to this Workstream Funding Approvals:</p> <ul style="list-style-type: none"> • [list any other Workstream Funding Approvals making up a single "package" along with this WFA – this could list likely future WFAs] <p>Option [Not applicable]</p>
4	Funding Principles and Funding Shares	<p>[Use Option 2 only if alternate funding shares/principles are being used.]</p> <p>Option 1 [In accordance with section 2 of Schedule 5]</p> <p>Option 2 [Insert any alternate or additional Funding Principles applicable to this WFA (compared to default principles in section 2 of Schedule 5)]</p>
5	Funding Approval Total	<p>[insert funding approved under WFA, including any detail on different funding streams/activities]</p> <p>[As part of the Transport Agency's approval process an activity class will need to be assigned and the activity class owner will need to confirm funding is available.]</p> <p>[Consider breaking funding approval down into key projects / sub-projects to provide a clearer line through to the operational delivery.]</p>
6	Indicative cashflow	<p>The following cashflow is indicative only and may be subject to change based on the needs of the workstream – any changes to the cashflow will be discussed and (if necessary) agreed in accordance with the Let's Get Wellington Moving – Relationship and Funding Agreement:</p> <p>[insert indicative cash flow]</p>

SIGNATURES

**Signed for and on behalf of
New Zealand Transport Agency:**

**Signed for and on behalf of
Wellington City Council:**

Name:

Name:

Title:

Title:

Date:

Date:

Signed for and on behalf of
Wellington Regional Council:

Name:

Title:

Date:

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APPENDIX 2 – WORKSTREAM FUNDING APPROVALS

LGWM Relationship and Funding Agreement Workstream Funding Approval for Indicative Business Cases

1	Scope	<p>This is the agreed funding for the Indicative Business Case phase of the following Projects:</p> <ul style="list-style-type: none"> • Mass Rapid Transit • State Highway Improvements • City Streets • Travel Demand Management <p>It includes allocations for the support of the Project Office.</p>
2	Related Work Funding Approvals	<p>\$3,800,000 was previously approved under an interim funding agreement. This approval brings that previous interim funding approval into this Agreement.</p> <p>In the future there will be approvals sort for the completion of the Business Cases and subsequent implementation.</p>
3	Funding Principles and Funding Shares	<p>In accordance with section 2 of Schedule 5 of the "Let's Get Wellington Moving" (LGWM) Relationship and Funding Agreement.</p>
4	Funding Approval Total	<p>\$45,858,000</p>
5	Indicative cashflow	<p>The following cashflow is indicative only and may be subject to change based on the needs of the Workstream – any changes to the cashflow will be discussed and (if necessary) agreed in accordance with the Let's Get Wellington Moving – Relationship and Funding Agreement:</p>

	Cost Estimate	NZTA	GWRC	WCC
2019/20	16,158,000	9,694,800	3,231,600	3,231,600
2020/21	29,700,000	17,820,000	5,940,000	5,940,000
Total	45,858,000	27,514,800	9,171,600	9,171,600

LGWM Relationship and Funding Agreement
Workstream Funding Approval for Early Delivery Business Case

- 1 **Scope** This is the funding allocated for the Early Delivery Business Case phase for the following Sub-Projects:
- Golden Mile
 - Thorndon Quay and Hutt Road
 - Central City and SH1 Walking Cycling and Safe Speeds
-
- 2 **Related Work Funding Approvals** This funding was previously approved under an interim funding agreement. This approval brings the previous interim funding approval into this Agreement.
- In the future there will be approvals sort for the implementation of quick wins and projects identified.
-
- 3 **Funding Principles and Funding Shares** In accordance with section 2 of Schedule 5 of the "Let's Get Wellington Moving" (LGWM) Relationship and Funding Agreement.
-
- 4 **Funding Approval Total** \$6,500,000
-
- 5 **Indicative cashflow** The following cashflow is indicative only and may be subject to change based on the needs of the Workstream – any changes to the cashflow will be discussed and (if necessary) agreed in accordance with the Let's Get Wellington Moving – Relationship and Funding Agreement:

	Cost Estimate	NZTA	GWRC	WCC
2019/20	4,598,000	2,758,800	919,600	919,600
2020/21	1,902,000	1,141,200	380,400	380,400
Total	6,500,000	3,900,000	1,300,000	1,300,000