

Streets for People – Project Implementation Partnership Agreement

New Zealand Transport Agency (Waka Kotahi)

**Gisborne District Council (Te Kaunihera o Te
Tairāwhiti) (Recipient)**

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

PARTNERSHIP AGREEMENT – STREETS FOR PEOPLE

Date: 23 August 2022

PARTIES

New Zealand Transport Agency (Waka Kotahi), a Crown entity established on 1 August 2008 by Section 93 of the Land Transport Management Act 2003.

Gisborne District Council (Te Kaunihera o Te Tairāwhiti) (Recipient).

BACKGROUND

- A Waka Kotahi has established the Streets for People fund to build capability and accelerate planned changes to active mobility networks (*Fund*). Successful projects will make temporary or semi-permanent physical changes to urban streets, in advance of future permanent upgrades to deliver on the Government's wish to make our towns and cities safer and more liveable.
- B On 26 May 2021 the Waka Kotahi Board resolved to establish a 90% targeted funding assistance rate for the Fund where councils could apply to Waka Kotahi to support projects up until 30 June 2024 that meet the objectives of the Fund.
- C The Recipient is already engaged in the Funding the Foundations Pre-Implementation Stage of the Streets for People Programme.
- D This Implementation Partnership Funding Agreement (*Agreement*) establishes that the Recipient is undertaking the Project(s) as described in Schedule One and has successfully applied to the Fund for a funding contribution in respect of the Project(s).
- E Waka Kotahi has agreed to contribute funding to the Recipient for the implementation of the Project(s) and the Recipient has agreed to accept such funding on the terms and conditions set out in this Agreement.

THE PARTIES AGREE as follows:

1 RELATIONSHIP PRINCIPLES

- 1.1 The parties agree that the following principles will guide actions and behaviours of the parties throughout the Term:
 - (a) working together as partners in a spirit of trust and co-operation;
 - (b) collaborative behaviour, active learning and following best practice guidance;
 - (c) openness, promptness, consistency and fairness in all dealings and communications;
 - (d) learning from, and engaging in peer reviews with, other recipients of the Fund;
 - (e) commit to adapting and changing standard approaches;

- (f) non adversarial dealings and constructive mutual steps both to avoid differences and to identify solutions; and
- (g) commit to a 'no surprises' work ethic and give early warnings to the other party, particularly regarding matters relating to funding, meeting project dates, key personnel and their ability to carry out agreed roles, responsibilities and scope.

1.2 Waka Kotahi and the Recipient will act, and will ensure that their representatives act, in their day to day interactions and in performing their obligations, in a manner entirely consistent with the relationship principles set out in clause 1.1.

2 FUNDING

2.1 Subject to the terms of this Agreement, Waka Kotahi agrees to pay the Funding, up to the Total Funding Amount, to the Recipient in order for the Recipient to undertake and complete the Project(s).

2.2 The Recipient acknowledges and agrees that:

- (a) it may only claim the Funding to the extent necessary to cover actual costs incurred by the Recipient for the purpose of carrying out the respective Project;
- (b) the Funding paid by Waka Kotahi will represent 90% of the Total Project Cost for each Project and the Recipient shall pay the balance of the Total Project Cost for each Project (including overspend);
- (c) Waka Kotahi may (at its sole discretion) withhold payment of any funding to a Project under this Agreement if the Project fails to meet a Key Milestone and the Recipient has not remedied the situation within a reasonable period of time in accordance with an agreed remedial plan; Waka Kotahi will have no obligation to contribute any funding to the Recipient following the Completion Date of a Project or past 30 June 2024 (whichever is the earlier), including in respect of any ongoing maintenance costs for the Project; and
- (d) Waka Kotahi may (acting reasonably) reduce the Total Funding Amount available to a Project, up to the amount identified as contingency in the Total Project Cost, if Waka Kotahi reasonably believes that the contingency is no longer required for the Project.

3 PAYMENT OF FUNDING

3.1 The Recipient acknowledges that Waka Kotahi is looking to actively manage the Fund and in order to assist Waka Kotahi to achieve this objective, the Recipient will follow the standard Waka Kotahi claim process through Transport Investment Online (TIO) and adhere to the National Land Transport Fund investment claims and obligations policy as set out in <https://nzta.govt.nz/planning-and-investment/planning-and-investment-knowledge-base/202124-nltp/202124-nltp-principles-and-policies/administration/national-land-transport-fund-investment-claims-and-obligations-policy/>.

4 RECIPIENT'S RESPONSIBILITIES

4.1 The Recipient must undertake the Project(s) as described in this Agreement. In doing so, the Recipient must:

- (a) comply with all applicable laws, regulations, rules;
- (b) ensure that during the Term the Funding is applied towards the Project(s);
- (c) deliver and complete the Project(s) to the high standard proposed in its funding application to Waka Kotahi;
- (d) use reasonable endeavours to ensure that the Project(s) are progressing so that they can be completed before 30 June 2024 and advise Waka Kotahi as soon as reasonably practicable of any substantial delay to the Project(s);
- (e) use reasonable endeavours to ensure that the final expenditure for a Project does not exceed the respective Total Project Cost subject to any variations to this figure as agreed in accordance with clause 5.1 below;
- (f) ensure that the Key Milestones are met for the Project(s) and where a Key Milestone is not being met for a Project, prepare a remedial plan to ensure the Key Milestone is met as soon as reasonably practical (and provide a copy of that plan to Waka Kotahi);
- (g) advise Waka Kotahi as soon as reasonably practicable if the forecast final expenditure for a Project will be less than the respective Total Project Cost or when it will or is likely to exceed the respective Total Project Cost;
- (h) use the report format provided by Waka Kotahi to report on a monthly basis;
- (i) provide high level financial quarterly forecasts (over 90-day periods) in a format to be provided by Waka Kotahi;
- (j) receive and manage all Funding received in accordance with good financial management and accounting practices and to a high standard that demonstrates appropriate use of public funds;
- (k) implement the monitoring and evaluation plan for the Project(s) (including the collection of baseline data);
- (l) implement the communications and engagement plan for the Project(s);
- (m) participate in the Waka Kotahi capability building, including webinars and workshops about the design, communications and engagement, monitoring and evaluation of the project(s) in the Fund that Waka Kotahi will make available over the course of the programme;
- (n) comply with design review and feedback process as defined and agreed with Waka Kotahi;
- (o) work with Waka Kotahi to develop a case study based on the Project(s) to share lessons learnt about the Project(s) with other participants in the Fund,

and more broadly, and that can be made available on Waka Kotahi's website. This may include, for example, interviews and focus groups;

- (p) ensure an employee of the Recipient will champion delivery of the Project(s) and provide Waka Kotahi with the name and contact information of this employee; and
- (q) carry out all work in accordance with the Health and Safety at Work Act 2015 and with the Recipient's own Health & Safety policies. The Recipient must also engage with the health and safety advice or guidance provided by Waka Kotahi.

4.2 The Recipient shall as soon as reasonably practicable, notify Waka Kotahi in writing when a Project has reached completion and submit a final funding claim to Waka Kotahi for the Project in accordance with clause 3.1.

4.3 If requested by Waka Kotahi, the Recipient will include a representative of Waka Kotahi on the steering group for the Project(s).

5 VARIATION PROPOSAL

5.1 The Recipient may, at any time, submit to Waka Kotahi a written proposal to vary a Project which will, if adopted, ensure the outcomes of the Project continue to meet the objectives of the Fund. The proposal shall contain an adequate explanation and details of the necessary changes sought including:

- (a) a summary of the variation including a breakdown of the necessary changes to the Project;
- (b) a breakdown of any increase to the respective Total Project Cost; and
- (c) the extent of and reasons for any delay which the variation will have on the Project.

5.2 Within 15 Business Days of receipt of a proposal in accordance with clause 5.1, Waka Kotahi will notify the Recipient in writing of its decision in respect of the proposal. Waka Kotahi can withhold approval of a proposal if:

- (a) Waka Kotahi is not satisfied (in its reasonable opinion) that the objectives of the Fund will continue to be met as a result of the variation;
- (b) the Recipient does not have an adequate source of alternate funding for the additional costs;
- (c) Waka Kotahi does not have additional funding available in the Fund for the additional costs; or

- (d) Waka Kotahi is not satisfied (acting reasonably and in good faith) that the Recipient has appropriately project managed the delivery of the Project to meet the original Total Project Cost.

6 TERMINATION

- 6.1 A party may terminate this Agreement by written notice to the other party if the other party has breached the terms of this Agreement and has failed to remedy such breach within twenty (20) Business Days of receipt of such notice.
- 6.2 Expiry or termination of this Agreement does not affect any accrued rights, including any rights in respect of a breach of this Agreement that occurred before expiry or termination.
- 6.3 Waka Kotahi may terminate the Agreement immediately on written notice to the Recipient, if the Project is not commenced within three (3) months of funding being provided under this Agreement.
- 6.4 Should this Agreement be terminated, the Recipient agrees to repay any funding that has been claimed under this Agreement and which has not been spent or used by the Recipient for progressing the Project.

7 DISPUTES

- 7.1 Where a dispute or disagreement arises between the parties out of or in connection with this Agreement, either party may give notice to the other outlining the dispute and requesting a formal meeting between the respective Chief Executives (or representative) of each party with a view to resolving the dispute, in which case the representatives will promptly meet and attempt to resolve the dispute in good faith.

8 MEDIA RELEASES AND OIA REQUESTS

- 8.1 The Recipient will consult with Waka Kotahi prior to releasing any media releases in respect of the Fund or responding to any requests for information under the Official Information Act 1982 or the Local Government Official Information and Meetings Act 1987 in respect of the Fund.
- 8.2 Waka Kotahi will consult with the Recipient prior to releasing any media releases in respect of the Project or responding to any requests for information under the Official Information Act 1982 or the Local Government Official Information and Meetings Act 1987 in respect of the Project.
- 8.3 When discussing or promoting the Project(s), the Recipient will reference the Fund, the objectives of the Fund and will comply with Waka Kotahi branding guidelines (as advised by Waka Kotahi from time to time).

9 GENERAL

9.1 Notices

Any notice or other communication given under this Agreement to a party must be in writing addressed to that party at the address or email set out below (or any new address or email notified by that party in writing to the other party):

Waka Kotahi Contact Details:

Name: Out of Scope

Address: 50 Victoria Street Wellington, 6011

Phone Number: s 9(2)(a)

Email: Out of Scope @nzta.govt.nz

Recipient Contact Details:

Name: s 9(2)(a)

Address: 15 Fitzherbert Street, Gisborne 4010

Phone Number: s 9(2)(a)

Email: s 9(2)(a) @gdc.govt.nz

9.2 Counterparts

This Agreement may be executed in any number of counterparts. Once the parties have executed the counterparts, and each party has received a copy of each signed counterpart which that party did not execute, each counterpart will be deemed to be as valid and binding on the party executing it as if it had been executed by all the parties.

9.3 No waiver

No failure, delay or indulgence by a party or its respective officers, employees and advisers in exercising any power or right under this Agreement shall operate as a waiver of that power or right. A single or partial exercise of any such power or right shall not preclude further exercises of that power or right or the exercise of any other power or right under this Agreement.

9.4 Severability

If any part of this Agreement is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Agreement which shall remain in full force.

9.5 Governing law and jurisdiction

This Agreement shall be governed by and construed in accordance with the New Zealand law and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any disputes or proceedings arising out of or in connection with this Agreement.

10 DEFINITIONS

10.1 Defined terms

In this Agreement, unless the context requires otherwise:

Agreement means this agreement and includes the schedules to this agreement.

Business Day means a day on which banks are open for general banking business in New Zealand (not being a Saturday, Sunday or public holiday in New Zealand).

Completion Date means the earlier of 30 June 2024 or the date that the respective Project is completed by the Recipient as notified to Waka Kotahi in accordance with clause 4.2.

Funding means the funding or any part of the funding (as the context requires) payable by Waka Kotahi to the Recipient in accordance with the terms of this Agreement, subject to the Total Funding Amount for each Project.

GST means goods and services tax payable under the Goods and Services Tax Act 1985.

Key Milestone(s) means the milestones outlined in Schedule Two of this Agreement.

Project(s) means that projects outlined in Schedule One of this Agreement.

Term means the period commencing on execution of this Agreement and ending on the last Completion Date, subject to any earlier termination of this Agreement in accordance with clause 6.1.

Total Project Cost means the estimated total cost of the respective Project, as set out in Schedule One to this Agreement, which includes a contingency for the respective Project.

Total Funding Amount means the total funding amount payable by Waka Kotahi to the Recipient under this Agreement in respect of a Project (being 90% of the Total Project Cost for that Project), as set out in Schedule One to this Agreement, and as may be varied in accordance with the terms of this Agreement.

EXECUTION

Signed by and on behalf of
The New Zealand Transport Agency (Waka Kotahi):

Signed by and on behalf of Council **Gisborne District Council:**

Authorised Signatory


Authorised Signatory

SCHEDULE ONE

Please add as required, a costings table for each project proposed.

Cost Schedule Item		Cost Details (\$)
1	Project name Safer Crossing on SH35 and community meeting space - Uawa	
2	Monitoring & Evaluation	\$25,750.00
3	Communications & Engagement	\$33,250.00
4	Design	\$33,500.00
5	Implementation (including adaptation costs, maintenance, and removal if required before June 2024)	\$181,900.00
6	Contingency	\$54,880.00
7	Total Project Cost	\$329,280.00
8	Total Funding Amount at 90% FAR	\$296,352.00
9	Your organisation's budget/commitment for ongoing maintenance and/or removal of elements, if required, post-project (i.e. after June 2024).	\$10,000

Cost Schedule Item		Cost Details (\$)
1	Project name Linear Park, Grey Street	
2	Monitoring & Evaluation	\$25,750.00
3	Communications & Engagement	\$30,750.00
4	Design	\$34,000.00
5	Implementation (including adaptation costs, maintenance, and removal if required before June 2024)	\$214,400.00
6	Contingency	\$60,980.00
7	Total Project Cost	\$365,880.00
8	Total Funding Amount at 90% FAR	\$329,292.00
9	Your organisation's budget/commitment for ongoing maintenance and/or removal of elements, if required, post-project (i.e. after June 2024).	\$10,000

Overall costs for all projects.

Total Cost Schedule Item (all projects)		Cost Details (\$)
1	Monitoring & Evaluation	\$51,500.00
2	Communications & Engagement	\$64,000.00
3	Design	\$67,500.00
4	Implementation (including adaptation costs, maintenance, and removal if required before June 2024)	\$396,300.00
5	Contingency	\$115,860.00
6	Total Project Cost	\$695,160.00
7	Total Funding Amount at 90% FAR	\$625,644.00
8	Your organisation's budget/commitment for ongoing maintenance and/or removal of elements, if required, post-project (i.e. after June 2024).	\$20,000

SCHEDULE TWO

Key Milestones

Key Milestone 1: Community Engagement Plan
Deadline – 30 November 2022
An in-depth co-designed plan that includes: project context, who you need to involve, and some high-level costs. An updated budget and forecast will be required at this stage and <u>project(s)' monthly reporting must be up to date.</u>

Key Milestone 2: Project Scheme Design
Deadline – 31 July 2023
A construction ready scheme design for the Project. An updated budget and forecast will be required at this stage and project(s)' monthly reporting must be up to date.