

# Streets for People - Funding the Foundations

## **Pre-Implementation Partnership Agreement**

**New Zealand Transport Agency (Waka Kotahi)**

**Gisborne District Council (Recipient)**

## PRE-IMPLEMENTATION PARTNERSHIP AGREEMENT – STREETS FOR PEOPLE

Date: 21 April 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 (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 Programme Objectives.
- C Funding the Foundations is the pre-implementation stage of the Streets for People programme; this will be referred to as the "Pre-Implementation Stage" throughout this Agreement.
- D The Recipient is undertaking the Pre-Implementation Stage and has successfully applied to the Fund for a funding contribution in respect of the Pre-Implementation Stage. Waka Kotahi has agreed to contribute funding to the Recipient for the Pre-Implementation Stage and the Recipient agrees 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, efficiency 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 other parties, particularly regarding matters relating to funding, meeting project dates, key personnel and their ability to carry out agreed roles and responsibilities

1.2 Waka Kotahi and the Recipient will, and will ensure that their representatives, in their day to day interactions and in performing their obligations, act 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 Pre-Implementation Stage.

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 Pre-Implementation Stage;
- (b) the Funding paid by Waka Kotahi will represent 90% of the Total Pre-Implementation Cost and the Recipient shall pay the balance of the Total Pre-Implementation Cost; and
- (c) Waka Kotahi will have no obligation to contribute any funding for the Pre-Implementation Stage to the Recipient following the Completion Date of the Pre-Implementation Stage, or past 30 June 2022.

## 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 Pre-Implementation Stage 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 Pre-Implementation Stage;

- (c) use reasonable endeavours to ensure that the Pre-Implementation Stage is progressing with a view to completing it before 30 June 2022 and advise Waka Kotahi as soon as reasonably practicable of any material delay;
- (d) use reasonable endeavours to ensure that the final expenditure for the Pre-Implementation Stage does not exceed the respective Total Funding Amount subject to any variations to this figure as agreed in accordance with clause 5.1 below;
- (e) advise Waka Kotahi as soon as reasonably practicable if the forecast final expenditure for the Pre-Implementation Stage will be less than the respective Total Funding Amount or when it will or is likely to exceed the respective Total Funding Amount;
- (f) 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;
- (g) prepare a monitoring and evaluation plan during the Pre-Implementation Stage (including the collection of baseline data) and submit the plan to Waka Kotahi before the Implementation Stage;
- (h) prepare a funding agreement for the Implementation Stage within 3 months of completion of the Pre-Implementation Stage;
- (i) prepare a communication and engagement plan during the Pre-Implementation Stage and submit the plan to Waka Kotahi before the Implementation Stage;
- (j) participate in the webinars and workshops about the design, communications and engagement, monitoring and evaluation of the projects in the Fund that Waka Kotahi will make available over the next few months;
- (k) work with Waka Kotahi to develop a case study, based on the full lifecycle of the Recipient's Streets for People funded programme. This will include sharing lessons learnt through the Pre-implementation Phase with other participants in the Fund, and more broadly, where case studies can be utilised on Waka Kotahi internal and external channels (in collaboration with the recipient)
- (l) ensure a senior leader/employee of the Recipient will champion delivery of the Pre-Implementation Phase and provide Waka Kotahi with the name and contact information of this employee;
- (m) prepare a high-level project plan, identifying project scope, schedule, quarterly cost estimates, and risks during the Pre-implementation Phase. This plan is to be submitted to Waka Kotahi before the Implementation Phase;

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

## 5 VARIATION PROPOSAL

5.1 The Recipient may, at any time, submit to Waka Kotahi a written proposal to vary the Pre-Implementation Stage which will, if adopted, ensure the outcomes of the Pre-Implementation Stage continue to meet the Programme Objectives. 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 Pre-Implementation;
- (b) a breakdown of any increase to the respective Total Funding Amount; and
- (c) the extent of and reasons for any delay which the variation will have on Pre-Implementation.

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 Programme Objectives 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 Pre-Implementation Stage to meet the original Total Fund Amount.

## 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 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 if any phase is not commenced within 3 months of funding being provided.

6.4 Should this Agreement be terminated, the recipient agrees to repay any funding that has been claimed that has not been spent or used 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 both the Pre-Implementation Stage and Implementation Stage 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 Pre-Implementation Stage or Implementation Stage.
- 8.3 When discussing or promoting the Pre-Implementation Stage of the Implementation Stage, the Recipient will reference the Fund, the Programme Objectives 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)

#### Recipient Contact Details:

**Name:** s 9(2)(a)

**Address:** 15 Fitzherbert Street, PO Box 747, Gisborne 4010

**Phone Number:** s 9(2)(a)

### 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 2022 or the date that the Pre-Implementation Stage 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.

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

*Implementation Stage* means the implementation stage of the Streets for People programme.

*Pre-Implementation Stage* means the pre-implementation stage of the Streets for People programme, the scope of which is set out in Schedule 1 of this Agreement.

*Programme Objectives* means the Streets for People programme objectives set out in Schedule 2 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 Pre-Implementation Cost* means the estimated total cost of the Pre-Implementation Stage, as set out in Schedule One to this Agreement, which includes a 10% contingency.

*Total Funding Amount* means the total funding amount payable by Waka Kotahi to the Recipient under this Agreement in respect of the Pre-Implementation Stage (being 90% of the Total Pre-Implementation Cost), 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):**

s 9(2)(a)



Authorised Signatory

Signed by and on behalf of Council  
**(Recipient):**

s 9(2)(a)



Authorised Signatory



## SCHEDULE ONE

Pre-Implementation Resource and Costing Plan (replace as necessary to reflect your plan)

Team Members (add/delete as appropriate)	Work expected to be undertaken to develop the diagnostic phase (please list):	Work expected to be undertaken to develop the proposal phase (please list):	Work expected to be undertaken to develop the readiness programme phase (please list):	Time allocated (hours)	Estimated cost (\$)
Project lead	Co-ordinate and attend workshops & CoPs (25)	Reporting (10)	Oversee systems & processes (Contracts, TIO etc) (20)	55	10,000
Communication lead			Support (5)	5	1000
Engagement lead			Support (5)	5	1000
Community champion	Attend workshops & CoPs (20) x 3	Presenting (5)	Support (5)	70	10,500
Design and placemaking lead	incl		Support (5)	5	1000
Technical specialist (transport)	incl		Support (5)	5	1000
Monitoring and evaluation lead	incl		Systems set up (5)	5	1000
Social procurement and Volunteer coordination lead	incl		Support (5)	5	1000
Activities and events coordinator	incl		Support (5)	5	1000
Or approved consultant – specialist technical advice	Attend workshops & CoPs (20)	Support (10)	Project Development, Team building (80)	110	27,500
					60,500
Contingency. Approximately 10%+/-					6050
<b>Total Funding the Foundations Cost:</b>					66,550
<b>Total Funding Amount at 90%</b>					59,895

## SCHEDULE TWO

### Streets for People Programme Objectives

- **Action-Learning Projects** – Project teams in places learn and can exemplify adaptive practices that accelerate the creation of streets for people
- **Capability** – Waka Kotahi, Local Authorities and the wider industry eco-system demonstrate increased capability to deliver adaptive practices
- **Collaboration** – Programme stakeholders report that new (and strengthened existing) connections enabled significantly improved project delivery and outcome quality
- **Catalyst** – Stakeholders indicate greater understanding and uptake of adaptive practices, and systems are changing to support their use
- **Care** – All stakeholders report a sense of satisfaction, safety and well-being as part of the programme