



FUNDING AGREEMENT

FOR

Support for West Coast Wilderness Trail

DATED the 1st day of June 2018

BETWEEN The Sovereign in right of New Zealand acting by and through the Chief Executive of the Ministry of Business, Innovation & Employment ("the Ministry")

AND Westland District Council, a territorial authority under Schedule 2, Part 2 of the Local Government Act 2002 ("the Recipient")

BACKGROUND

The Ministry wishes to contribute to the completion of the West Coast Wilderness Cycle Trail by providing funding from the appropriation set out in this Agreement.

AGREEMENT

The Ministry will pay the Funding to the Recipient, and the Recipient accepts the Funding, on the terms and conditions set out in Schedule 1 (Details) and Schedule 2 (Funding Agreement Standard Terms and Conditions).

Signed by **Martin Cavanagh**, Investment Management and Performance Manager, Tourism, Sectors, Regions and Cities branch, Labour, Science and Enterprise, the authorised delegate of the Chief Executive of the Ministry of Business, Innovation & Employment:

Signature

Date: 5/6/2018

Signed for and on behalf of **WESTLAND DISTRICT COUNCIL** by **Simon Bastion**, Chief Executive:

Signature

Date: 1 June 2018



SCHEDULE 1 - DETAILS

1. Context

- 1.1 New Zealand's economy is made up of diverse regions, each specialising in different activities depending on its natural resources, infrastructure and people. While they differ each region has the potential to attract further investment, raise incomes, and increase employment opportunities. The Government's Regional Economic Development Programme (RED) helps to leverage that potential by working with regions to identify opportunities and develop an economic action plan for implementation. The work is led by the Government's Provincial Development Unit with each region having a Senior Regional Official (SRO) appointed, the West Coast SRO being Bruce Parkes from the Department of Conservation.
- 1.2 The Tai Poutini West Coast Growth Study which was released in September 2016 identified opportunities for the region. The West Coast Economic Development Action Plan, which sets out how the opportunities could be executed, was launched in July 2017. The West Coast Governance Group (which will be superseded by the Regional Economic Strategy Group) will monitor the progress of actions against the Action Plan and release annual reports on overall progress.
- 1.3 The Action Plan identifies five opportunities: 1 Enhanced economic development support; 2 Growing the West Coast visitor economy; 3 Making it easier to invest and do business; 4 Supporting economic diversification; and 5 Improving connectivity and infrastructure.

The West Coast Wilderness Trail

- 1.4 The West Coast Wilderness Trail was one of 18 projects approved for funding in 2010 as part of Ngā Haerenga, The New Zealand Cycle Trail. The project was awarded \$3.7 million from the National Cycleway Fund to construct a 169 km, Grade 2-3 (easy to intermediate) cycle trail between Greymouth and Ross. Construction of the West Coast Wilderness Trail stalled in mid-2017 due to a lack of co-funding to enable completion of the trail, with \$446,947 of National Cycleway Funding remaining to be claimed.
- 1.5 This funding agreement confirms the availability of the remaining National Cycleway Funding for the West Coast Wilderness Trail and provides additional funding from the Regional Growth Initiative Fund to complete the West Coast Wilderness Trail.
- 1.6 The Support for the West Coast Wilderness Trail Project aligns with Opportunity 2 Growing the West Coast visitor economy.
- 1.7 The Ministry wishes to contribute to the completion of the West Coast Wilderness Trail .

2. Appropriation and approval process

- 2.1 The funding for the Project, as outlined in Clause 4 below, is approved from:

(a) Vote Business, Science and Innovation from Non-departmental Regional Growth Initiatives Multi-Year Appropriation endorsed by SROs and approved by Ministers; **and**

(b) Vote Business, Science and Innovation from Non-departmental Tourism Facilities Multi Category Appropriation: National Cycleway Fund – Development and Extension of Ngā Haerenga, the New Zealand Cycle Trail.



3. Funding (clause 2.1, Schedule 2)

- 3.1 Funding will be available for a total of up to \$946,977 comprising of \$500,000 from Regional Growth Initiatives Multi-Year appropriation (clause 2.1(a) above) and \$446,947 from the National Cycleway Fund – Development and Extension of Ngā Haerenga, the New Zealand Cycle Trail appropriation (clause 2.1(b) above).
- 3.2 Westland District Council will contribute up to \$7,121 towards the project.
- 3.3 In the event of the total cost of the Project exceeding the total contribution from the Ministry and the Recipient, the Recipient will ensure that the Project is completed and will take responsibility to pay the balance of the total cost of the Project.
- 3.4 In the event that the cost of the Project is less than the total contribution, the Recipient has no claim on the remaining balance of the Funding.

4. Projects (clause 2, Schedule 2)

- 4.1 The Project funded under this Agreement is three sections of the West Coast Wilderness Trail summarised in the table below:

Tasks	Project	Project Description
1	Kaniere Tramway	Construct 1,100 of off-road cycle trail to NZCT Design Guide Grade 2 standard. Includes construction of two significant bridges and four major culverts.
2	Mahinapua Trail	Construct 3,230m of off-road cycle trail to NZCT Design Guide Grade 2 standard. Includes 2 new bridges and 2 major culverts, and decking and barriers to be fitted to the Mahinapua historic railway bridge.
3	Ruatapu off-road trail	Construct 2000m off-road cycle trail to NZCT Design Guide Grade 2 standard between Woodstock-Rimu Road and Paiere Road.

- 4.2 The total cost for the three sections of the West Coast Wilderness Trail is estimated to be \$954,098.

5. Payment terms (clause 2.1, Schedule 2)

- 5.1 Subject to clause 5.5, payments will be made in accordance with the table attached at Appendix 1. Payments will be made once the Ministry is satisfied that the relevant Project Task has been completed or is part completed and the requirements of clause 5.2 have been met to the Ministry's satisfaction.
- 5.2 Before the Ministry is required to make any payments under the table in Appendix 1, the Recipient must provide:
- (a) a claim form in the format in Appendix 3 (Claim Form); and
 - (b) the Project Status Report(s) in accordance with clause 11.1 of Schedule 1 of this Agreement in the format at Appendix 2 for the relevant Project Task and by the due date (or such other date as agreed in writing with the Ministry);



5.3 The Claim Form must include the following information:

- (a) details of all expenditure incurred by the Recipient in performance of the Project Tasks relevant to this Agreement for the relevant period;
- (b) invoices from third parties or receipts showing expenditure incurred that is greater than \$1,000 (excl GST) by the Recipient in performance of the Project for the relevant period. Receipts for lesser expenditure should be kept by the Recipient for audit purposes; and
- (c) any other information requested by the Ministry.

5.4 To avoid doubt, in respect of any Project Tasks, the Ministry is not required to pay any funding to the Recipient that exceeds the maximum Funding amount stated under clause 3 of this Schedule.

5.5 Without limiting Schedule 2 (Standard Terms and Conditions), the Ministry may withhold payment of any amount where it believes, on reasonable grounds, that the Recipient has failed to comply with its obligations under this Agreement until the Recipient has completed such work or actions as may be required in writing by the Ministry

6. Standards

6.1 The Recipient must ensure that:

- (a) fair, transparent and prudent procurement practices are used when appointing any third party to undertake Project Tasks; and
- (b) good processes are in place to manage conflicts of interest.

6.2 The Recipient must complete the Project in a manner consistent with good engineering and building industry standards and in a good and workmanlike manner.

6.3 The Recipient must complete the Project in line with the NZCT Cycle Trail Design Guide (<http://nzcycletrail.com/public-resources/>) and to the satisfaction of the Ministry.

7. Commencement Date (clause 1.1, Schedule 2)

7.1 On signing of the agreement.

8. Completion Date (clause 2.3(b), Schedule 2)

8.1 30 July 2018

9 Reporting Requirements (clause 5.1, Schedule 2)

9.1 The Recipient must submit a monthly Project Status Report by the last business day of each month.

9.2 A Final Report must be provided to the satisfaction of the Ministry no later than one month after the Completion Date (Clause 8). The Final Report must include the information set out at clause 11.2 of this Schedule 1.

11. Content of Report (clause 5.1, Schedule 2)

11.1. Each Project Status Report must contain:

- (a) a summary of expenditure to date, including actual expenditure against budgeted expenditure (including an explanation for any variance) and identification of any other sources of contributions (source name and amount);



- (b) details of how the Project Tasks were completed, including, where appropriate, photographic evidence that works meet specified design standards;
- (c) a description of any problems that arose with the Project, the Project Tasks or the operation of this Agreement;
- (d) details of any changes to the Health and Safety policy and procedures relating to this Project; including a register of any incidents/accidents that at notifiable events under the Health and Safety at Work Act 2015, that have occurred;
- (e) details of progress to meet conditions set out at clause 6.3 (if any); and
- (f) any other information as may reasonably be requested by the Ministry.

11.2. The Final Report must contain:

- (a) evidence that the Project was carried out in a manner consistent with good engineering and building industry standards and in a good and workmanlike manner;
- (b) a declaration of achievement of all Project tasks, with evidence attached;
- (c) a summary of total expenditure, actual against budgeted;
- (d) details relating to health and safety, including:
 - (i) a summary of whether the Recipient adhered to its health and safety management system during the whole Project duration, and if not why not;
 - (ii) what health and safety incidents were reported in relation to the Project; and
 - (iii) any health and safety learnings.
- (e) description of the overall success/failure of the project; and
- (f) any other information requested by the Ministry.

9. **Address for Notices** (clause 12.5, Schedule 2)

Ministry:	Recipient:
Ministry of Business, Innovation & Employment 15 Stout Street PO Box 1473 WELLINGTON Attention: Mark Walter	Westland District Council Private Bag 704 HOKITIKA 7842 Attention: Simon Bastion



1. Interpretation

1.1 In this Agreement, the following terms have the following meanings:

“**Agreement**” means this agreement, including Schedule 1 and this Schedule 2;

“**Business Day**” means any day not being a Saturday or Sunday or public holiday within the meaning of section 44 of the Holidays Act 2003;

“**Commencement Date**” means the commencement date set out in the Details or, if no commencement date is set out, the date of this Agreement.

“**Completion Date**” has the meaning given in the Details;

“**Confidential Information**” includes all information and data (in any form) concerning the organisation, administration, operation, business, clients, finance, and methods of the Ministry, including any information provided by the Ministry under or in connection with this Agreement;

“**Details**” means Schedule 1;

“**Funding**” means the funding amount set out in the Details;

“**GST**” means goods and services tax within the meaning of the Goods and Services Tax Act 1985;

“**Intellectual Property Rights**” includes copyright and all rights conferred under statute, common law or equity in relation to inventions (including patents), registered or unregistered trade marks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity;

“**Parties**” means the Ministry and the Recipient and their respective successors and permitted assigns;

“**Project**” means the project described in the Details; and

“**Project Tasks**” means the project tasks (if any) set out in the Details which must be completed by the Recipient before a Funding payment is made by the Ministry.

1.2 References to clauses and Schedules are to clauses and Schedules of this Agreement and references to persons include bodies corporate, unincorporated associations or partnerships.

1.3 The headings in this Agreement are for convenience only and have no legal effect.

1.4 The singular includes the plural and vice versa.

1.5 “Including” and similar words do not imply any limitation.

1.6 References to a statute include references to that statute as amended or replaced from time to time.

1.7 Monetary references are references to New Zealand currency.

1.8 If there is any conflict of meaning between the Details and Schedule 2, Schedule 2 will prevail.

2. Funding

2.1 The Ministry must pay the Funding at the rate and in the manner set out in the Details. The Funding is the total amount payable by the Ministry for the Project.

2.2 The Recipient must use the Funding only to carry out the Project (including the Project Purpose and Deliverable/Milestone in each Appendix) in accordance with this Agreement.

2.3 In consideration of the Funding, the Recipient must:

(a) complete each Deliverable/Milestone by the relevant payment date set out in the Details;

(b) complete the Project to the Ministry's satisfaction by the Completion Date;

(c) carry out the Project in accordance with:

(i) the methodology (if any) set out in the Details;

(ii) the best currently accepted principles and practice applicable to the field(s) of expertise relating to the Project; and

(iii) all applicable laws, regulations, rules and professional codes of conduct or practice; and

(d) refund any unspent Funding to the Ministry within 10 Business Days of the Completion Date.

2.4 If at the Completion Date the ratio between the Funding and the Co-funding is not as anticipated in this Agreement, the Recipient will, if requested by the Ministry, promptly pay to the Ministry an amount to make the ratio the ratio anticipated in the Agreement.

2.5 Where all of the monies received by the Recipient to carry out the Project (including the Funding) exceeds the total cost of the Project, the Recipient must refund to the Ministry the excess amount. The Recipient is not required to refund, under this clause 2.4, any amount that exceeds the total amount of Funding.

3. Project Progress

3.1 If:

(a) the Ministry is not satisfied with the progress of the Project;

(b) the Recipient does or omits to do something, or any matter concerning the Recipient comes to the Ministry's attention, which, in the Ministry's opinion, may damage the business or reputation of the Ministry; or

(c) the Recipient breaches any of its obligations under this Agreement,

the Ministry may (without limiting its other remedies):



- (d) renegotiate this Agreement with the Recipient; or
- (e) terminate this Agreement immediately by notice to the Recipient, and clause 4.4, 4.5 and 4.6 will apply.

4. Term and Termination

4.1 Subject to clauses 4.2 and 4.3, this Agreement will commence on the Commencement Date and expire when:

- (a) each final report is completed and provided to the Ministry; and
- (b) the Project is completed,

to the satisfaction of the Ministry.

4.2 The Ministry may terminate this Agreement at any time by giving at least 10 Business Days notice to the Recipient.

4.3 The Ministry may terminate this Agreement immediately by giving notice to the Recipient, if the Recipient:

- (a) is in breach of any of its obligations under this Agreement and that breach is not capable of being remedied;
- (b) fails to remedy any breach of its obligations under this Agreement within 5 Business Days of receipt of notice of the breach from the Ministry;
- (c) does or omits to do something, or any matter concerning the Recipient comes to the Ministry's attention, which in the Ministry's opinion may cause damage to the business or reputation of the Ministry or of the Government of New Zealand;
- (d) has given or gives any information to the Ministry which is misleading or inaccurate in any material respect; or
- (e) becomes insolvent, bankrupt or subject to any form of insolvency action or administration.

4.4 Termination of this Agreement is without prejudice to the rights and obligations of the Parties accrued up to and including the date of termination.

4.5 On termination of this Agreement, the Ministry may (without limiting any of its other rights or remedies):

- (a) require the Recipient to provide evidence of how the Funding has been spent; and/or
- (b) require the Recipient to refund to the Ministry:
 - (i) any of the Funding that has not been spent or committed by the Recipient. For the purposes of this clause, Funding is committed where it has been provided or promised to a third party for the purpose of carrying out the Project and the Recipient, after using reasonable

endeavours, is unable to secure a refund or release from that promise (as the case may be); or

- (ii) the proportion of the Funding that equates to the uncompleted part of the Project, as reasonably determined by the Ministry; and/or

- (c) if the Funding has been misused, or misappropriated, by the Recipient, require the Recipient to refund all Funding paid up to the date of termination, together with interest at the rate of 10% per annum from the date the Recipient was paid the money to the date the Recipient returns the money.

4.6 The provisions of this Agreement relating to termination (clause 4), audit and record-keeping (clause 5.2(b), (c) and (d)), warranties (clause 6), intellectual property (clause 7), confidentiality (clause 8), and liability and insurance (clause 9) will continue after the expiry or termination of this Agreement.

5. Reporting Requirements and Audit

5.1 The Recipient must report on the progress of the Project to the Ministry:

- (a) as set out in the Details;
- (b) as otherwise reasonably required by the Ministry; and
- (c) in any format and on any medium reasonably required by the Ministry.

5.2 The Recipient must:

- (a) maintain true and accurate records in connection with the use of the Funding and the carrying out of the Project sufficient to enable the Ministry to meet its obligations under the Public Finance Act 1989 and retain such records for at least 7 years after termination or expiry of this Agreement;
- (b) permit the Ministry, at the Ministry's expense, to inspect or audit (using an auditor nominated by the Ministry), from time to time until 7 years after termination or expiry of this Agreement, all records relevant to this Agreement;
- (c) allow the Ministry reasonable access to the Recipient's premises or other premises where the Project is being carried out; and
- (d) appoint a reputable firm of chartered accountants as auditors to audit its financial statements in relation to the use of the Funding;

6. Warranties

6.1 Each Party warrants to the other Party that it has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with this Agreement's terms.



6.2 The Recipient warrants that:

- (a) it is not insolvent or bankrupt and no action has been taken to initiate any form of insolvency administration in relation to the Recipient;
- (b) all information provided by it to the Ministry in connection with this Agreement was, at the time it was provided, true, complete and accurate in all material respects; and
- (c) it is not aware of any material information that has not been disclosed to the Ministry which may, if disclosed, materially adversely affect the decision of the Ministry whether to provide the Funding.

7. Intellectual Property

7.1 All Intellectual Property Rights in the reports provided under clause 5.1 will be owned by the Ministry from the date the reports are created or developed.

7.2 All intellectual property produced by the Recipient or its employees or contractors in relation to the Project is, on creation, jointly owned by the Ministry and the Recipient. Each Party may use (which includes modifying, developing, assigning, or licensing) such intellectual property without obtaining the prior consent of the other Party. On request, the Recipient must provide to the Ministry such intellectual property in any format, and on any medium, reasonably requested by the Ministry.

7.3 The Recipient must ensure that material created or developed in connection with the Project does not infringe the Intellectual Property Rights of any person.

8. Confidentiality

8.1 The Recipient must:

- (a) keep the Confidential Information confidential at all times;
- (b) not disclose any Confidential Information to any person other than its employees or contractors to whom disclosure is necessary for purposes of the Project or this Agreement;
- (c) effect and maintain adequate security measures to safeguard the Confidential Information from access or use by unauthorised persons; and
- (d) ensure that any employees or contractors to whom it discloses the Confidential information are aware of, and comply with, the provisions of this clause 8.

8.2 The obligations of confidentiality in clause 8.1 do not apply to any disclosure of Confidential Information:

- (a) to the extent that such disclosure is necessary for the purposes of completing the Project;
- (b) required by law; or

- (c) where the information has become public other than through a breach of the obligation of confidentiality in this clause 8 by the Recipient, or its employees or contractors, or was disclosed to a Party on a non-confidential basis by a third party.

8.3 The Recipient must obtain the Ministry's prior written agreement over the form and content of any public statement made by the Recipient relating to this Agreement, the Funding, or the Project.

9 Liability and Insurance

9.1 The Ministry is not liable for any loss of profit, loss of revenue or other indirect, consequential or incidental loss or damage arising under or in connection with this Agreement.

9.2 The maximum liability of the Ministry under or in connection with this Agreement whether arising in contract, tort (including negligence) or otherwise is the total amount which would be payable under this Agreement if the Project had been carried out in accordance with this Agreement.

9.3 The Recipient (including its employees, agents, and contractors, if any) is not an employee, agent or partner of the Ministry or of the Chief Executive of the Ministry. At no time will the Ministry have any liability to meet any of the Recipient's obligations under the Health and Safety At Work Act 2015 or to pay to the Recipient:

- (a) holiday pay, sick pay or any other payment under the Holidays Act 2003; or
- (b) redundancy or any other form of severance pay; or
- (c) taxes or levies, including any levies under the Injury Prevention, Rehabilitation and Compensation Act 2001.

9.4 The Recipient indemnifies the Ministry against any claim, liability, loss or expense (including legal fees on a solicitor own client basis) ("loss") brought or threatened against, or incurred by the Ministry, arising from or in connection with a breach of this Agreement by the Recipient or the Project, or from the negligence or wilful misconduct of the Recipient, its employees or contractors.

9.5 Where the Recipient is a trustee, the Ministry acknowledges that the Recipient has entered into this Agreement as a trustee of the trust named in the Details in an independent capacity without any interest in any of the assets of the trust other than as trustee. Except where the Recipient acts fraudulently, the Recipient is liable under this Agreement only to the extent of the value of the assets of the trust available to meet the Recipient's liability, plus any amount by which the value of those assets has been diminished by any breach of trust caused by the Recipient's wilful default or dishonesty.

9.6 The Recipient must effect and maintain for the term of this Agreement:



- (a) adequate insurance to cover standard commercial risks; and
- (b) other insurance reasonably required by the Ministry.

The Recipient must, upon request by the Ministry, provide the Ministry with evidence of its compliance with this clause.

10. Dispute Resolution

- 10.1 The Parties will attempt to resolve any dispute or difference that may arise under or in connection with this Agreement amicably and in good faith, referring the dispute to the Parties' senior managers for resolution if necessary.
- 10.2 If the Parties' senior managers are unable to resolve the dispute within 10 Business Days of it being referred to them, the Parties will refer the dispute to mediation or another form of alternative dispute resolution agreed between the Parties.
- 10.3 If a dispute is referred to mediation, the mediation will be conducted by a single mediator appointed by the Parties (or if they cannot agree, appointed by the Chair of LEADR New Zealand Inc.) and on the terms of the LEADR New Zealand Inc. standard mediation agreement (unless the Parties agree otherwise). The Parties will pay their own costs relating to any mediation or other form of alternative dispute resolution (unless they agree otherwise).
- 10.4 The Parties must continue to perform their obligations under this Agreement as far as possible as if no dispute had arisen pending final resolution of the dispute.
- 10.5 Nothing in this clause 10 precludes either Party from taking immediate steps to seek urgent relief before a New Zealand Court.

11 Force Majeure

- 11.1 Neither Party will be liable to the other for any failure to perform its obligations under this Agreement by reason of any cause or circumstance beyond the Party's reasonable control including, acts of God, communication line failures, power failures, riots, strikes, lock-outs, labour disputes, fires, war, flood, earthquake or other disaster, or governmental action after the date of this Agreement ("Force Majeure Event"). The Party affected must:
 - (a) notify the other Party as soon as practicable after the Force Majeure Event occurs and provide full information concerning the Force Majeure Event including an estimate of the time likely to be required to overcome it;
 - (b) use its best endeavours to overcome the Force Majeure Event; and
 - (c) continue to perform its obligations as far as practicable.

12 General

- 12.1 A waiver by either Party of any rights arising from any breach of any term of this Agreement will not be a

continuing waiver of any other rights arising from any other breaches of the same or other terms or conditions of this Agreement. No failure or delay on the part of either Party in the exercise of any right or remedy in this Agreement will operate as a waiver. No single or partial exercise of any such right or remedy will preclude any other or further exercise of that or any other right or remedy.

12.2 Assignment:

- (a) The Recipient must not assign, delegate, subcontract or transfer any or all of its rights and obligations under this Agreement. The Recipient remains liable for performance of its obligations under this Agreement despite any approved subcontracting or assignment.
- (b) If the Recipient is a company, any transfer of shares, or other arrangement affecting the Recipient or its holding company which results in a change in the effective control of the Recipient is deemed to be an assignment subject to clause 12.2(a).

12.3 This Agreement may only be varied by agreement in writing signed by the Parties.

12.4 If any part or provision of this Agreement is invalid, unenforceable or in conflict with the law, the invalid or unenforceable part or provision will be replaced with a provision which, as far as possible, accomplishes the original purpose of the part or provision. The remainder of the Agreement will be binding on the Parties.

12.5 Any notice to be given under this Agreement must be in writing and hand delivered or sent by email or registered post to the Parties' respective email address or postal address as set out in the Details. A notice is deemed to be received:

- (a) if personally delivered when delivered;
- (b) if posted, three Business Days after posting;
- (c) if sent by email, at the time the email enters the Recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error,

provided that any notice received after 5pm or on a day which is not a Business Day shall be deemed not to have been received until the next Business Day.

12.6 This Agreement sets out the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to its subject matter.

12.7 This Agreement may be signed in any number of counterparts (including email copies) and provided that each Party has signed a counterpart, the counterparts, when taken together, will constitute a binding and enforceable agreement between the Parties.

12.8 This Agreement will be governed by and construed in accordance with the laws of New Zealand.



APPENDIX 1

PROJECT TASKS AND BUDGET

Tasks	Project	Project Description	MBIE Funding	Funding Source
1	Kaniere Tramway	Construct 1,100 of off-road cycle trail to NZCT Design Guide Grade 2 standard. Includes construction of two significant bridges and four major culverts.	Up to \$180,785	National Cycleway Fund
2	Mahinapua Trail	Construct 3,230m of off-road cycle trail to NZCT Design Guide Grade 2 standard. Includes 2 new bridges and 2 major culverts, and decking and barriers to be fitted to the Mahinapua historic railway bridge.	Up to \$639,514	National Cycleway Fund - \$139,514 RGI Fund - \$500,000 WDC will provide \$7,121 in addition to MBIE funding
3	Ruatapu off-road trail	Construct 2000m off-road cycle trail to NZCT Design Guide Grade 2 standard between Woodstock-Rimu Road and Paiere Road.	Up to \$126,678	National Cycleway Fund
Total Funding			\$946,977	



APPENDIX 2 - PROJECT STATUS REPORT

Project Summary - Please provide a brief overview of the project noting any high/low lights for the past reporting period and the plan for the next reporting round.
Milestones/Project Tasks - Please provide information on the progress of the project tasks short listed in your Implementation Plan, namely the Project Tasks scheduled to be progressed for this reporting period, the percentage completed and any activities or interventions required to achieve the Project Tasks on time and in budget.
Reporting - Please provide any risks or issues relating the project and actions to mitigate/remediate. Please refer back to Schedule 1, Clause 11 of the Funding Agreement.
Change Control - Only complete this section if you have raised a formal change control against this project.

Great Ride Name	West Coast Wilderness Trail						Report
Project Manager Name and Contact Details							Date
Master Trail Builder (MTB) Name and Contact Details							
Project Summary							
Project Tasks							
	Progress (% complete)	Status	Budget (MBIE agreed funding)	Actual	Completion Date	Comments	MTB Approved
Reporting – Risks and Issues							
Type	Description	Status	Action				
Issue	Health & Safety	Low					
	Other	Medium					
		High					
		High					
		Low					
Change Control							
Description of the Change	Impact of the Change						Action
							Inform Only
							For Approval

OFFICIAL INFORMATION ACT



APPENDIX 3 - CLAIM FORM

Final Claim Yes / No

Recipient: Westland District Council
 Total Project Cost: (Total Cost of Project)
 Total Funding: \$946,977
 Claim Number:
 Date of Claim:

Project Task (see Appendix 1 of the Funding Agreement)	Supplier (Full name)	Invoice No:	Invoice Date:	Date Paid:	Amount Paid (excl GST)	MBIE Contribution (excl GST)	Co-investor Contribution (excl GST)	Invoice Attached (copy) (Yes/No as is under \$1,000)	Description of Expense	Any Comment
					\$0.00	\$0.00	\$0.00			
					\$0.00	\$0.00	\$0.00			
					\$0.00	\$0.00	\$0.00			
					\$0.00	\$0.00	\$0.00			
					\$0.00	\$0.00	\$0.00			
					\$0.00	\$0.00	\$0.00			
Total Paid Out (NZ\$):					\$0.00	\$0.00	\$0.00		(The total cost incurred as a result of the undertaking the project as outlined in Funding Agreement)	
Total Amount of Claim to MBIE :					\$0.00	\$0.00	\$0.00		Note: No invoice to be sent until claim is checked and confirmed by MBIE Investment Management and Performance Team	

This should be emailed through to MGR@mbie.govt.nz but also printed, signed and attached to all supporting documents (copies of invoice/receipts over \$1,000, evidence of milestone completion etc.)

(We certify that this financial summary is a true and correct record of the total costs we have incurred to date for the project outlined in the Maintaining the Quality of Great Rides Funding Agreement:

Name _____
 Signed _____
 Position _____
 Date _____

Name _____
 Signed _____
 Position _____
 Date _____