



**Te Kāwanatanga o Aotearoa**  
New Zealand Government



**Te Kaunihera o  
Tāmaki Makaurau**  
Auckland Council

## **Auckland Deal**

**Central Government**

**and**

**Auckland Council**

**Date**

This **Auckland Deal** is made on 10 April 2026

between (1) **His Majesty the King, the Sovereign in right of New Zealand (Central Government)**

and (2) **Auckland Council (Auckland Council)**

## The 30 year vision for the Auckland Deal

### ***New Zealand's global city – driving economic growth and higher living standards***

*As New Zealand's major international city, Auckland is positioned to drive national economic growth. By leveraging its scale, cultural diversity, infrastructure, and international connections, Auckland will drive innovation, boost productivity, and improve quality of life across the country.*

*Auckland will be a beautiful and thriving region of investment, creativity, growing incomes, and innovation, while also acting as kaitiaki of what makes the region special.*

## Foreword

On 22 August 2024, the New Zealand Government launched the City and Regional Deals framework, a programme to help regions unlock their economic potential, enhance regional productivity, and enable long term regional resilience.

In February 2025, regions across New Zealand submitted light-touch proposals to Central Government, outlining why a City and Regional Deal would benefit their region. In June 2025, following a detailed evaluation, Central Government and Auckland Council entered discussions and later signed a Memorandum of Understanding, reflecting a commitment to proceed with a City and Regional Deal.

Through a partnership between Central Government and Local Councils, the City and Regional Deals programme will support economic growth, deliver connected and resilient infrastructure, and improve the supply of affordable and quality housing. It will support accommodating land for coordinated development and infrastructure investment, upgrades to optimise transport networks, and contribute to building a thriving city.

The Deal supports a range of major projects, including upgrades to Auckland City Centre, improving Eden Park and its surrounding facilities, new and improved schools, and expanded health services for the region. It also includes an innovation precinct in Wynyard Quarter to help attract investment, multiple transport projects to improve regional connectivity, and initiatives that focus on boosting tourism, attracting large-scale events to enhance Auckland's role as a national and international destination. These will be supported through enacted legislation to further Auckland's growth and make it easier, faster and more coordinated to boost Auckland's development, strengthen critical infrastructure, and improve community wellbeing.

The relationship between Central Government and the City will be built on regular, constructive engagement at both political and official levels. This includes strategic dialogue on shared policy priorities, collaboration around major events, and open channels for the Mayor and Ministers to meet and exchange perspectives.

Together, Central Government and Auckland Council are committing to a coordinated, strategic investment approach that aligns with regional priorities and delivers long-term economic and social outcomes for Auckland and New Zealand. The Auckland Deal is a 10-year plan for Auckland's future that contains a series of commitments as set out in this Agreement.



Rt Hon Christopher Luxon  
Prime Minister



His Worship Wayne Brown  
Mayor

## It is agreed

### 1. The Auckland Deal

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- 1.1 Each party hereby agrees that a City and Regional Deal for Auckland City is established on the terms and conditions set out in this Agreement (the **Deal**).
- 1.2 The parties acknowledge that this Deal is founded on a partnership between Central Government and Auckland Council, built on mutual trust, collaboration, and a shared commitment to achieving improved outcomes for Auckland and New Zealand.
- 1.3 The parties agree to work together in a manner that promotes openness, respect, and alignment of priorities, and to maintain regular engagement at political and official levels to support the objectives of this Deal.
- 1.4 Central Government's expectations for the Deal are:
- (a) strengthened coordination between Central Government and Auckland Council, including how the parties work together and align priorities;
  - (b) support Auckland to unlock its unique characteristics and lift economic performance, including the creation of regional employment opportunities;
  - (c) enable housing growth to meet current and future needs;
  - (d) work with Auckland Council to ensure that, where it needs to, it improves its management and maximises its use of its asset base and makes significant progress to close its infrastructure deficits without new funding from Central Government; and
  - (e) ensuring comprehensive adoption of Central Government's priority reforms such as Local Water Done Well, Going for Growth, Resource Management Act reform and Going for Housing Growth,

Auckland Council's expectations for the Deal are:

- (f) collaborate with Central Government to make significant progress towards the shared vision of increasing average regional GDP growth by 2.9% by 2045, and contributing an additional \$21.6 billion to the national economy through higher productivity and well-paid employment;
- (g) establish a strong, enduring and mutually respectful partnership with Central Government focused on joint priorities for growth, supported by open channels for strategic dialogue, collaboration on major events and international engagement, and regular interaction between the Mayor, Prime Minister and senior Ministers;
- (h) long-term planning that is robust and stable, giving investors, communities and agencies the confidence and certainty to plan and deliver over multiple decades while also being responsive to changing demands;

- (i) acknowledge Auckland's unique characteristics and scale, and empower the region to achieve the shared objectives, recognising that a one-size-fits-all approach is not appropriate; and
- (j) work with Central Government in place-based partnerships and on specific initiatives to ensure momentum in priority growth areas and remove or mitigate barriers to the delivery of growth, together, the **Expectations**.

1.5 To give effect to the Expectations, the parties will work together on the following key areas of the Deal over the next 10 years, with further detail contained in Schedule 1.

	Key area	Summary
1.	Partnership for growth	Long-term partnership to align priorities, integrate planning and coordinate delivery, unlocking Auckland's full growth potential.
2.	Innovation, technology & science	Commitments to grow Auckland's globally competitive innovation economy, anchored in research, precinct development and advanced industries, with strong international positioning.
3.	Global trade & investment	Leverage Auckland's role as New Zealand's gateway to the world, expanding tourism, trade, and international investment, and celebrating Auckland's cultural diversity as a driver of global connections and creative vibrancy.
4.	Transport as an enabler of growth	Build on transport governance reform to agree and deliver Auckland's transport priorities and enable easier movement, including rapid transit, freight connections, major roads, level crossing removal, and small-scale congestion improvements.
5.	Natural environment & harbour	Joint actions to protect and restore Auckland's natural environment and harbours, including Hauraki Gulf regeneration and responses to invasive species.
6.	Urban development and growth in Auckland – general	Enable quality urban growth through targeted density, transport-oriented development, and sustainable greenfield expansion, supported by sequencing, funding, and infrastructure investment.
7.	Priority growth areas – the parties have agreed to work together to pursue urban development and growth objectives of the Auckland Deal in specific growth areas. The following are the initial identified growth areas:	
	A. Identified Growth Area 1: Drury	Unlocks a coordinated self-funded growth strategy for Drury that is supported by key community infrastructure investments.
	B. Identified Growth Area 2: Maungawhau-Kingsland-Morningside	A precinct strategy that maximises development potential, creates a vibrant urban hub, and optimises Eden Park and surrounding infrastructure.

	C. Identified Growth Area 3: Auckland City Centre	Revitalise Auckland’s city centre as both an economic hub and thriving residential precinct, leveraging the CRL, private investment and public realm renewal.
	D. Identified Growth Area 4: Auckland Airport Precinct	Strengthen the area as a trade, freight and industrial hub, improving access for people and goods.
8.	Other enablers of growth	Including new funding and financing tools.

1.6 The parties will prepare an Implementation Plan within six months of the signing date for approval by the Responsible Ministers and Councillors. Once approved, the Implementation Plan will form part of the Deal.

1.7 The Implementation Plan will clearly define how the Initiatives will be delivered, when they will be delivered and who will be responsible for their delivery as well as key milestones, metrics and reporting requirements for this Deal. The Implementation Plan may provide for:

- (a) specific Project Plans to be developed for a particular Initiative, including key metrics and reporting requirements; and/or
- (b) individual project agreements to be entered into between Auckland Council and relevant agencies for delivery of a specific Initiative.

## 2. Partnering to further the Expectations

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### Funding and financing

2.1 To further the Expectations:

- (a) Auckland Council will seek to maximise the funding and financing tools that Central Government has made and will make available to enable, where possible, growth to pay for growth;
- (b) Central Government will consider and explore new funding and financing tools to assist Auckland Council to fund both Initiatives and its infrastructure deficit over the term of the Deal, including considering providing local councils, including Auckland Council, with pricing and charging tools that help optimise the use of existing and future infrastructure (for example, parking charges);
- (c) if Auckland Council identifies net new funding for an Initiative above the 2024 – 2034 Long Term Plan and business-as-usual funding in place as at the commencement of this Deal, including funding from asset recycling or other means, Central Government will work with Auckland Council to agree a level of financially sustainable co-funding for that Initiative; and
- (d) during the first three years of the Deal, Auckland Council and Central Government will work together on the processes needed to source and release funding pursuant to clauses 2.1(b) and (c) and no additional funding is expected to be made available under Central Government Budgets during that time.

## **Partnering principles**

- 2.2 The overarching principles that will govern and guide the relationship between the parties in relation to the Deal and this Agreement are that each party will:
- (a) act in good faith and demonstrate honesty, integrity, openness and accountability in their dealings with each other;
  - (b) ensure appropriate transparency and public accountability in relation to the Deal;
  - (c) foster an outcomes focussed approach centred on non-adversarial dealings between the parties and the identification of constructive mutual steps to both avoid differences and to identify solutions;
  - (d) seek to achieve value for money in relation to the Initiatives being progressed as part of the Deal;
  - (e) seek to include the broader Auckland community, iwi / Māori organisations and private sector in progressing the Deal priorities, and look for approaches that leverage private investment;
  - (f) demonstrate mutual respect for each other's role, including seeking opportunities to empower Auckland Council to deliver on the objectives of the Deal and providing a path to efficiently consider Auckland-specific solutions where these would enable better and faster outcomes; and
  - (g) notify and discuss any actual or anticipated issues or concerns at the earliest practical opportunity.

## **Roles and responsibilities**

- 2.3 Each party will:
- (a) apply an appropriate level of skilled personnel and resources and allocate sufficient time and resource to each Initiative and to implementing the Deal in accordance with this Agreement;
  - (b) take all reasonable steps to achieve completion of the milestones for which it is responsible by the relevant milestone completion date specified in the Implementation Plan;
  - (c) respond in a timely manner to requests made under this Agreement (subject to and in accordance with its terms);
  - (d) look for opportunities to involve the private sector and iwi / Māori organisations in the Deal through where appropriate Initiatives; and
  - (e) actively seek opportunities for alternative funding to support Initiatives based on the principles of user pays and growth paying for the required investment over time.
- 2.3 Central Government will co-ordinate input from other Government departments and agencies in relation to the Deal where required.

## Approvals

- 2.4 Notwithstanding anything to the contrary, commitments from Central Government or Auckland Council will, where required, be subject to applicable decision-making processes and approvals including Long Term Plan processes for Auckland Council.
- 2.5 Auckland Council acknowledges that Central Government will need to consult with agencies and departments of the Crown in connection with the Deal and that the exercise of certain of the rights and obligations of Central Government under this Agreement will require approval from such agencies and departments before they can be implemented.

## 3. Implementation Governance

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- 3.1 The overall governance framework for the Deal<sup>1</sup> can be illustrated as:

<b>Deal Signatory:</b> Regular meetings on progress of the Deal	<ul style="list-style-type: none"> <li>✓ Prime Minister</li> <li>✓ Mayor</li> </ul>
<b>Deal Responsibility:</b> Deal Strategic Oversight and leadership	<ul style="list-style-type: none"> <li>✓ Ministers for Infrastructure, Local Government and Auckland</li> <li>✓ Mayor, Deputy Mayor, and Chair of Policy Planning and Development Committee</li> </ul>
<b>Auckland Deal Oversight Board:</b> Deal-level governance and monitoring.	<ul style="list-style-type: none"> <li>✓ Council Chief Executive Officer, Director of Group Strategy and Chief Executive's Office, Executive Officer to the Chief Executive, and Director of Policy Planning and Governance</li> <li>✓ Deputy Secretary Department of Internal Affairs, Deputy Secretary Ministry for the Environment, Head of the Auckland Policy Office, and Deputy Chief Executive Officer of National Infrastructure Funding and Financing Limited</li> </ul>
<b>Steering Group(s) and Working Committees (as required)</b>	<p>Operational oversight and coordination (Steering Groups). One Steering Group is confirmed:</p> <ul style="list-style-type: none"> <li>✓ Urban Development Steering Group (Senior officials from relevant agencies and from Auckland Council)</li> </ul> <p>Day to day planning and implementation (Working Committees)</p> <ul style="list-style-type: none"> <li>✓ Delivery agencies</li> </ul>

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<sup>1</sup> The positions indicated within the framework are current as of the signing date and will be amended following organisational changes.

### Overall Deal Responsibility

3.2 The Responsible Ministers and Councillors for the purposes of this Agreement are:

- (a) Central Government: Minister for Infrastructure, Minister of Local Government and Minister for Auckland; and
- (b) Auckland Council: the Mayor, the Deputy Mayor and the Policy Planning and Development Committee Chair.

3.3 The Responsible Ministers and Councillors will:

- (a) provide strategic oversight of the Deal;
- (b) provide overarching collective leadership to ensure the implementation of the Deal meets the overall outcomes;
- (c) act as a point of decision-making in relation to any Initiative and escalation in the event of any Issue that is referred to them pursuant to clause 7; and
- (d) meet at least every six months to discuss progress under the Deal.
- (e) In addition, the Prime Minister and the Mayor will formally meet in Auckland at least three times each year to discuss progress under the Deal and any outstanding issues.

### Auckland Deal Oversight Board

3.4 **Establishment:** The parties will, within 30 Business Days of the date of this Agreement and otherwise in accordance with Schedule 2, establish an Auckland Deal Oversight Board and terms of reference setting out how proceedings of the Auckland Deal Oversight Board will be governed.

### Steering Group and Working Committees

3.5 **Establishment:** As part of developing a Project Plan for an Initiative(s) and as agreed between the parties, where additional oversight is needed, a Steering Group and a Working Committee may be established, or existing relevant bodies may be appointed as the relevant Steering Group or Working Committee for that Initiative.

3.6 The parties have agreed that an urban development Steering Group will be established in accordance with paragraphs 1.5 – 1.7 of Schedule 2. The Steering Group members will include senior representatives from the Ministry for the Environment and Ministry for Housing and Urban Development, any other relevant agencies, and senior officials from Auckland Council.

### Governance, monitoring and accountability

3.7 An initial agreed framework for implementation governance, monitoring and accountability is set out in Schedule 2.

## 4. Enduring nature of the Auckland Deal

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### Term

- 4.1 This Deal will commence on the date it is executed by the parties, and will continue in force until the earlier of:
- (a) the Implementation Plan has been delivered;
  - (b) the date that is 10 years from the date of this Agreement; or
  - (c) such other date as agreed by Central Government and Auckland Council in writing,
- (the **Term**).
- 4.2 The Deal is intended to be a long-term commitment over a 10-year period. However, each party acknowledges that their joint priorities may change over time. Accordingly:
- (a) the parties may agree in writing to add or remove Initiatives from this Deal; and
  - (b) if an Initiative is agreed in writing to be removed from the Deal, the Deal will immediately terminate in respect of that Initiative only.

### Deal review

- 4.3 The parties will review the Deal and this Agreement within 5 years of the date it comes into force to ensure that it continues to properly reflect each party's requirements. In relation to changes:
- (a) the Auckland Deal Oversight Board can make recommendations for changes to each party's role and responsibilities through the Responsible Ministers and Councillors;
  - (b) the Responsible Ministers and Councillors have authority to agree changes to Initiatives;
  - (c) if the parties agree to make any changes to this Agreement following such a review (in their respective discretion), such changes must be recorded in writing and signed by each party.

## 5. Relief, warranties and liability

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### Relief

- 5.1 If at any time it is determined that a party is not performing its obligations under this Agreement, the other party will be relieved of its obligations under this Agreement to the extent that that party is prevented from performing such obligations due to the first party's failure.

### Warranties

- 5.2 Auckland Council warrants that, as at the date of this Agreement:

- (a) 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 its terms; and
  - (b) all information and representations disclosed or made to Central Government in connection with this Agreement are true and correct, do not omit any material matter, and are not likely to mislead or deceive Central Government as to any material matter.
- 5.3 Central Government warrants that, as at the date of this Agreement, 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 its terms.
- 5.4 Auckland Council acknowledges that Central Government has made no warranty or representation that any funding or financial support is or will be available from it to Auckland Council in respect of the Deal.

### **Liability**

- 5.5 Neither party shall be liable to the other for any claim under or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise, where such claim is or relates to any loss of profit, loss of revenue, loss of use, loss of reputation, loss of goodwill, loss of opportunity (in each case whether direct, indirect or consequential) or any other indirect, consequential or incidental loss or damages of any kind whatsoever.

## **6. Confidentiality and official information**

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### **Confidentiality**

- 6.1 Subject to the other provisions of this clause 6, each party must keep the other party's Confidential Information in confidence and must only use or disclose that Confidential Information to the extent necessary to perform its obligations, and/or take the intended benefit of its rights, under this Agreement. However, this will not prohibit:
- (a) either party from using or disclosing any Confidential Information with the prior written consent of the other party (to be given or withheld in the relevant party's sole and absolute discretion);
  - (b) the publication of public reports in accordance with the terms of this Agreement;
  - (c) use or disclosure of Confidential Information that is in the possession of a party, or has become generally known to the public, other than through a breach of this Agreement or any other obligation of confidentiality in relation to such information;
  - (d) either party from disclosing Confidential Information to its personnel or advisors who need to know, so long as the relevant personnel and advisors use the Confidential Information solely to enable that party to perform its obligations and/or take the intended benefit of its rights under this Agreement, and so long as they are informed of the confidential nature of the information and the disclosing party will be responsible for any acts or omissions of such persons constituting a breach of this Agreement or which would constitute a breach of this Agreement if done or omitted to be done by the relevant party;
  - (e) disclosure required by any law, or any compulsory order or requirement issued pursuant to any law; or

- (f) Central Government from utilising Confidential Information (for example an initiative or proposal) put forward by Auckland Council during the Term for consideration as part of a City and Regional Deal for a region or regions not comprising Auckland Council.

### **Official information**

6.2 Each party acknowledges and agrees that nothing in this Agreement restricts a party's ability to:

- (a) in the case of Central Government:
  - (i) discuss, and provide all information in respect of, any matters related to this Agreement with any Minister of the Crown, any other government agency, offices of Parliament, Crown entities (as defined in section 7(1) of the Crown Entities Act 2004) and state enterprises (as defined in the State-Owned Enterprises Act 1986), any State services (as defined in section 5(a) to (d) of the Public Service Act 2020) or any of their respective advisors; and
  - (ii) meet its obligations under any constitutional or parliamentary convention (or other obligation at law) of or in relation to the New Zealand Parliament, the New Zealand House of Representatives or any of its Committees, any Minister of the Crown, or the New Zealand Auditor-General, including any obligations under the Cabinet Manual including the "no surprises" principle; and
- (b) in the case of Auckland Council, discuss, and provide all information in respect of, any matters related to this Agreement with its economic development agency.

### **Official Information Act / Local Government Official Information and Meetings Act**

6.3 Each party acknowledges that:

- (a) the contents of this Agreement and any related material; and
- (b) information provided to that party by the other party (including any reports),

may be official information in terms of the Official Information Act 1982 (**OIA**) or Local Government Official Information and Meetings Act 1987 (**LGOIMA**) and, in line with the purpose and principles of the OIA and LGOIMA, information related to this Agreement or to a party may be released to the public unless there is good reason under the OIA or LGOIMA (as applicable) to withhold it.

6.4 If a party is required to disclose Confidential Information under the OIA or LGOIMA, then, before making such disclosure, the relevant party must, to the extent possible, consult with the other party as to the form, content and timing of the disclosure.

## **7. Escalation**

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7.1 The parties will attempt to resolve any matter, issue, concern or disagreement that may arise under or in connection with this Agreement (an **Issue**) amicably and in good faith, with any party being entitled, by written notice to the other, to refer the Issue to Katrina Casey, Acting Deputy Secretary Local Government of Department of Internal Affairs and Lisa Tocker, Executive Officer to the Chief Executive Auckland Council (**Senior Representatives**) for resolution if necessary.

- 7.2 If the parties' Senior Representatives cannot resolve the Issue within 10 Business Days of it being referred to them, the parties will refer the Issue to the Auckland Deal Oversight Board for resolution, who will meet to discuss the Issue in good faith with a view to resolving the matters between them in a constructive manner and who will take all reasonable steps to resolve the Issue.
- 7.3 If the Issue cannot be resolved in accordance with clause 7.2 within 20 Business Days of it being referred to the Auckland Deal Oversight Board, then it will be escalated to the Responsible Ministers and Councillors.
- 7.4 While any Issue is being resolved the parties will continue to perform their obligations under this Agreement.
- 7.5 Each party acknowledges that agreements for particular Initiatives may contain alternative dispute resolution mechanisms compared to those in this Agreement.

## 8. Notices

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### Notices

- 8.1 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 physical, postal or email address as set out below, as updated from time to time by written notice by either party to the other. A notice is deemed to be received:

- (a) if personally delivered, when delivered;
- (b) if posted, three Business Days after posting; or
- (c) if sent by email, when transmitted to the correct email address of the recipient,

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.

Central Government:	Auckland Council:
<p><b>C/o: The Department of Internal Affairs</b>            Address: 45 Pipitea Street, Wellington 6011</p> <p>Attention: Katrina Casey, Acting Deputy Secretary Local Government of Department of Internal Affairs            Email: <a href="mailto:Katrina.Casey@dia.govt.nz">Katrina.Casey@dia.govt.nz</a></p> <p>Copy to: City and Regional Deals team            Email: <a href="mailto:RegionalDeals@dia.govt.nz">RegionalDeals@dia.govt.nz</a></p>	<p><b>Auckland Council</b>            Address: 135 Albert Street, Auckland 1010</p> <p>Attention: Lisa Tocker, Executive Officer to the Chief Executive Auckland Council            Email: <a href="mailto:lisa.tocker@aucklandcouncil.govt.nz">lisa.tocker@aucklandcouncil.govt.nz</a>.</p> <p>Copy to: Max Hardy and Megan Tyler            Email: <a href="mailto:max.hardy@aucklandcouncil.govt.nz">max.hardy@aucklandcouncil.govt.nz</a> and <a href="mailto:megan.tyler@aucklandcouncil.govt.nz">megan.tyler@aucklandcouncil.govt.nz</a></p>

## 9. General

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- 9.1 **Amendments:** This Agreement may only be varied by agreement in writing signed by each of the parties.
- 9.2 **Consequences of the end of a Deal:** Expiry or earlier end of this Agreement is without prejudice to the rights and obligations of the parties accrued up to and including the date of expiry or termination. The following clauses of this Agreement will survive expiry or termination of this Agreement: clauses 5, 6, 8, 9 and 10.
- 9.3 **Costs:** Unless otherwise expressly stated in this Agreement, the Implementation Plan or a Project Plan, each party will bear its own costs and expenses in connection with the negotiation, preparation and implementation of this Agreement.
- 9.4 **Entire agreement:** This Agreement sets out the entire agreement and understanding (express and implied) of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to its subject matter (including the Memorandum of Understanding).
- 9.5 **No waiver:** 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.
- 9.6 **Severability:** 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.
- 9.7 **No partnership:** Nothing in this Agreement shall constitute either party being a partner, agent or representative of the other party, or create any trust, and neither party shall have the authority to act for, or to incur any obligation on behalf of, the other party, except as expressly provided for in this Agreement.
- 9.8 **No third party rights:** Other than as expressly provided for in this Agreement, this Agreement is not intended to confer a benefit on any person or class of persons who is not a party to it.
- 9.9 **No assignment:** Auckland Council must not assign, delegate, subcontract or transfer any or all of its rights and obligations under this Agreement.
- 9.10 **Counterparts:** This Agreement may be signed in any number of counterparts (including PDF copies by email) and provided that each party has signed a counterpart, the counterparts, when taken together, will constitute a binding and enforceable agreement between the parties.
- 9.11 **Governing law:** This Agreement will be governed by and construed in accordance with the laws of New Zealand.

## 10. Definitions and interpretation

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### 10.1 Definitions

In this Agreement, unless the context otherwise requires:

- (a) **Agreement** means this agreement, as amended from time to time;
- (b) **Auckland Deal Oversight Board** means the Deal oversight body established pursuant to clause 3.4;
- (c) **Business Day** means any day that trading banks are open for business in Wellington and Auckland, not being a Saturday or Sunday or public holiday in Wellington or Auckland;
- (d) **Confidential Information** means this Agreement and all information of a confidential nature (which, where the confidentiality of the information is not expressly stated, shall be determined by the recipient, acting reasonably) obtained by one party from the other party under or in connection with this agreement, including, trade secrets, proprietary information and confidential information belonging to a party that are not generally known to the public;
- (e) **Deal** has the meaning given to it in clause 1.1;
- (f) **Responsible Ministers and Councillors** means, in respect of a party, the person for the time being appointed in accordance with clause 3.3;
- (g) **Initiative** means an initiative forming part of the Deal, being, as at the date of this Agreement, those initiatives and related commitments of the Deal set out in Schedule 1, together with any updated, replaced, new or additional initiatives agreed in accordance with clause 4;
- (h) **Implementation Plan** means an implementation plan creating a pathway to implement the Deal prepared pursuant to clause 6;
- (i) **Issue** has the meaning given to it in clause 7.1;
- (j) **Project Plan** means, in respect of an Initiative, a project plan developed in accordance with clause 1.6;
- (k) **Steering Group** in respect of an Initiative, a steering group established in accordance with Schedule 2;
- (l) **Term** has the meaning given to it in clause 4.1; and
- (m) **Working Committee** in respect of an Initiative, a working committee established in accordance with Schedule 2.

### 10.2 Interpretation

In this Agreement:

- (a) references to clauses are to clauses of this Agreement;

- (b) references to persons include bodies corporate, unincorporated associations or partnerships;
- (c) headings are for convenience only and have no legal effect;
- (d) the singular includes the plural and vice versa;
- (e) "including" and similar words do not imply any limitation;
- (f) references to laws and any statutory provision are to laws and statutory provisions in force in New Zealand and include any law and statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
- (g) a reference to a document or instrument includes reference to that document or instrument as novated, altered, supplemented, or replaced from time to time;
- (h) an obligation not to do something includes an obligation not to allow or cause that thing to be done;
- (i) monetary references are references to New Zealand currency; and
- (j) no provision is to be construed against a party by reason of the fact that that term or that part was first proposed or was drafted by that party.

## Schedule 1 – Key commitments

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The Initiatives and related commitments of the Deal are at various stages of design and delivery. The Implementation Plan and Project Plans will be developed as commitments are further scoped.

## Schedule 2 – Governance, monitoring and accountability

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### 1 Implementation Governance

#### Auckland Deal Oversight Board

1.1 **Composition:** The Auckland Deal Oversight Board will comprise:

- (a) the Deputy Secretary of the Department of Internal Affairs;
- (b) the Deputy Secretary of Ministry for the Environment;
- (c) the Head of Auckland Policy Office;
- (d) the Deputy Chief Executive of National Infrastructure Funding and Financing Limited;
- (e) the Chief Executive of Auckland Council;
- (f) the Director of Group Strategy of Auckland Council;
- (g) the Executive Officer to the Chief Executive of Auckland Council;
- (h) the Director of Policy Planning and Governance of Auckland Council;
- (i) if agreed to by the parties, one or more independent non-voting member[s] appointed by both parties; and
- (j) if agreed to by the parties, non-voting private sector, iwi/Māori or community group representative members appointed by both parties.

The Auckland Deal Oversight Board will be chaired in accordance with its terms of reference. The parties may remove and/or replace the independent member[s] and the private, iwi/Māori and community group representative members at any time by agreement.

1.2 **Purpose and functions:** The purpose and function of the Auckland Deal Oversight Board are to:

- (a) advise and support Ministerial and council decision-making relevant to the contents of the Deal;
- (b) recommend to the Responsible Ministers and Councillors that they approve the Implementation Plan [including recommending any conditions or requirements for that approval];
- (c) review individual Project Plans (if any), and any modifications to them, for alignment with the Implementation Plan;
- (d) oversee progress of the Deal and the progress of the Initiatives against agreed milestones [in the Implementation Plan] and performance measures or metrics;
- (e) provide direction to any Steering Groups or Working Committees;
- (f) receive inputs from any advisory boards maintained by Auckland Council in accordance with paragraph 1.3 below;

- (g) seek to address risks and resolve issues between the parties, including acting as a point of escalation to support the resolution of any Issue that is referred to it pursuant to clause 7;
- (h) review the Deal in accordance with clause 4;
- (i) brief the Responsible Ministers and Councillors on progress, emerging risks and opportunities as required; and
- (j) recommend variation, suspension or removal of Initiatives to Responsible Ministers and Councillors, including transition arrangements.

1.3 **Auckland Deal Leadership Board contributions:** Auckland Council will set up and maintain one or more reference or leadership boards comprising private sector, iwi/Māori and community group representatives to provide input, insights and information to the Auckland Deal Oversight Board. Auckland Council will be responsible for managing the interactions between any such advisory board(s) and the Auckland Deal Oversight Board.

1.4 **Auckland Deal Oversight Board reporting to Responsible Ministers and Councillors:** The Auckland Deal Oversight Board will report six monthly (by no later than the 10th Business Day following the end of each March and September during the Term) to the Responsible Ministers and Councillors as to progress of the Deal overall, including each Initiative and any recommendations made as part of any reviews undertaken pursuant to clause 4 during the relevant reporting period.

### Steering Group and Working Committees

#### 1.5 **Establishment:**

- (a) When newly established, Steering Group and Working Committee members will be appointed by the Auckland Deal Oversight Board.
- (b) For existing Steering Groups or Working Committees, the Auckland Deal Oversight Board may, consistent with the terms of that body, appoint or propose additional members to reflect any specific Initiative requirements.

#### 1.6 **Purpose and functions:**

- (a) The purpose and function of each Steering Group will be to:
  - (i) co-design and discuss the implementation of Initiatives and prepare Project Plans (if any) and any modifications to them for approval by the Auckland Deal Oversight Board;
  - (ii) be responsible for the governance, probity, reporting and monitoring the delivery of commitments within Initiatives;
  - (iii) provide technical and strategic advice to the Auckland Deal Oversight Board; and
  - (iv) consider and provide direction on material risks and/or issues arising in relation to the relevant Initiative.
- (b) The purpose and function of each Working Committee will be to:
  - (i) be responsible for the day-to-day implementation, planning and management of Initiatives; and

- (i) provide technical advice in relation to the relevant Initiatives.

- 1.7 **Steering Group reporting to Auckland Deal Oversight Board:** Each Steering Group will report quarterly (by no later than the 10th Business Day following the end of each December, March, June and September during the Term) to the Auckland Deal Oversight Board on matters relating to the relevant Initiative to which they are responsible.

## **2 Monitoring, evaluation and accountability**

### **Programme objectives performance monitoring and evaluation**

- 2.1 The success of the commitments made by each party for the Deal, including as part of the wider City and Regional Deal programme, will be monitored by Auckland Council and Central Government over the longer term through a series of key indicators.
- 2.2 Central Government and Auckland Council (subject to paragraph 2.4 below), will define specific metrics to enable assessment of performance of the Deal against those indicators and may undertake monitoring and performance evaluation of those metrics from the first anniversary of the commencement of the Deal. The outcomes of the evaluation(s) will be provided in a summary report to the Auckland Deal Oversight Board.
- 2.3 The Auckland Deal Oversight Board will consider defining and publishing a dashboard on progress towards the Auckland Deal objectives.
- 2.4 The development of performance measures will be an ongoing process that will evolve and adapt over time through experience and the emergence of new data, for example in response to any changes arising from a Deal review in accordance with clause 4.3.

### **Implementation Plan performance monitoring and evaluation**

- 2.5 Key milestones and reporting will be created under the Implementation Plan to allow for monitoring and evaluation of the progress of each Initiative under the Implementation Plan.
- 2.6 Key performance metrics and project level monitoring and reporting may also be created in each Project Plan for an Initiative to allow for an evaluation and objective assessment of the value that the Deal produces for the Auckland community (including, for example where appropriate, GDP, population, spend metrics, tourism numbers, housing consents and/or compliance certificates issued, as applicable).
- 2.7 Each party will use its best efforts to provide all information about the Deal (including Initiatives) reasonably requested by the other party within the timeframe set out in the request.

### **Assurance**

- 2.7 From time to time, the Auckland Deal Oversight Board may commission an independent third party to undertake a review and provide a report on the progress of the Deal or any risks or issues relating to the Implementation Plan or a specific Initiative.

### **Deal evaluation**

- 2.8 In the 12 months prior to the end of the 10-year Deal, the Auckland Deal Oversight Board will procure that a process evaluation is undertaken – this will include surveys and focus groups with Auckland Council, the Auckland City community, iwi/Māori, private sector and other stakeholders. The purpose is to identify lessons learned from the Deal and use them for the benefit of the future of the City and Regional deals programme.