



Te Kāwanatanga o Aotearoa
New Zealand Government



Western Bay of Plenty Deal

Central Government

and

**Tauranga City Council, Western Bay of Plenty District Council, and
Bay of Plenty Regional Council**

Date 14 May 2026

This **Western Bay of Plenty Deal** is made on 14 May 2026

- between** (1) His Majesty the King, the Sovereign in right of New Zealand (**Central Government**)
- and** (2) **Tauranga City Council, Western Bay of Plenty District Council, and Bay of Plenty Regional Council (Western Bay of Plenty Sub Region)**

The 30 year vision for the Western Bay of Plenty Deal

Western Bay of Plenty – New Zealand’s Global Trade Gateway

As New Zealand’s primary hub for trade, emerging industries, and global connections, Western Bay of Plenty sub region is positioned to lead the country’s economic growth. By attracting investment, growth companies, and skilled talent, Western Bay of Plenty sub region will continue to fuel economic growth while celebrating its vibrant culture and unique lifestyle.

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 sub region. In June 2025, following a detailed evaluation, Central Government and Western Bay of Plenty Sub Region 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 commitments, including a refreshed Western Bay of Plenty Sub Regional spatial plan. This plan will help underpin future investment in transport, education and health in the sub region. The Deal also includes a number of initiatives to unlock and enable quality urban growth across the Western Bay of Plenty Sub Region. These commitments will be supported through existing funding and financing tools to further enable growth across the Western Bay of Plenty Sub Region, making development easier, faster and more coordinated, while strengthening critical infrastructure, and improving community wellbeing. This long-term partnership between the Central Government and Western Bay of Plenty Sub Region will focus on unlocking the Sub Region’s full growth potential.

The relationship between Central Government and the Western Bay of Plenty Sub Region will be underpinned by regular, constructive engagement at both political and official levels. This will include leveraging existing forums focused on unlocking the Sub Region’s full growth potential, formation of independent joint planning group, and maintaining open and effective channels for the Mayors, the Chair, and Ministers to meet and exchange perspectives.

Together, Central Government and Western Bay of Plenty Sub Region are committing to a coordinated, strategic investment approach that aligns with regional priorities and delivers long-term economic and social outcomes for the sub region and New Zealand. The Western Bay of Plenty Deal Agreement is a 10 year plan for sub region’s future that contains a series of commitments as set out in this Agreement.



Hon Simon Watts
Minister of Local
Government



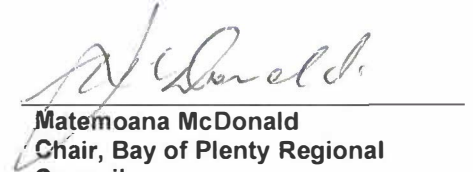
Hon Chris Bishop
Minister for Infrastructure



His Worship Mahé Drysdale
Mayor, Tauranga City
Council



His Worship James Denyer
Mayor, Western Bay of Plenty
District Council



Matemoana McDonald
Chair, Bay of Plenty Regional
Council

It is agreed

1. The Western Bay of Plenty Deal

- 1.1 Each party hereby agrees that a City and Regional Deal for Western Bay of Plenty Sub Region 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 Western Bay of Plenty Sub Region, built on mutual trust, collaboration, and a shared commitment to achieving improved outcomes for Western Bay of Plenty 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 Western Bay of Plenty Sub Region, including how the parties work together and align priorities;
 - (b) support Western Bay of Plenty Sub Region 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 Western Bay of Plenty Sub Region 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.

Western Bay of Plenty Sub Region's expectations for the Deal are:

- (f) collaborate with Central Government to make significant progress towards the shared vision of retaining and improving average GDP growth by 4.6% (CAGR) through to 2035, and contributing an estimated \$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;
- (h) provide certainty for new infrastructure that is critical to Western Bay of Plenty Sub Region's continued prosperity, unlocking land for housing, industrial and commercial use and enabling the sub region's strong growth to continue. This certainty will create confidence, for families and business owners alike, improving productivity and driving growth leveraging the regions existing primary production and trade gateway through the Port of Tauranga; and
- (i) accelerate and magnify Western Bay of Plenty Sub Region's capacity for and pace of development, bringing an estimated capacity of 12,000 greenfield dwellings, 350ha of industrial land for growing existing and new business, and generate 15,000+ new jobs in the sub region, together, the **Expectations**.

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

	Key Area/Priority	Summary
1.	Partnership for growth	A long-term partnership focused on unlocking Western Bay of Plenty's full growth potential via a coordinated approach to investment across the sub region.
2.	Transport infrastructure	Commitments to enable a coordinated approach to transport investment that assist in unlocking urban growth potential.
3.	Land and housing Development	Enable quality urban growth through connected centres, intensification, sustainable greenfield expansion, supported by sequencing, funding, and infrastructure investment.
4.	Social infrastructure	A partnership to support the provision of health and education facilities in line with expected urban growth and development.
5.	Export growth	Unlocking Kiwifruit industry employment and recycling assets to support partnership projects that drive export growth along State Highway 2.
6.	Economic diversification	Enable growth by driving economic diversification and unlocking opportunities in the Māori economy.
7.	Governance	Establishing the proposed governance structure and exploring a range of governance, regulatory, and other options to address any residual barriers to urban development that may remain following implementation of Central Government's reforms.
8.	Other enablers of growth	Including the use of current and future funding financing tools available.

- 1.6 The parties will prepare an Implementation Plan within six months of the signing date for approval by the Responsible Ministers and Mayors and Chair. 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 Western Bay of Plenty Sub Region and relevant agencies for delivery of a specific Initiative.

2. Partnering to further the Expectations

Funding and financing

- 2.1 To further the Expectations:
- (a) Western Bay of Plenty Sub Region 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 Western Bay of Plenty to fund both Initiatives and its infrastructure deficit over the term of the Deal, including considering providing local councils, including Western Bay of Plenty Sub Region, with pricing and charging tools that help optimise the use of existing and future infrastructure;
 - (c) if Western Bay of Plenty Sub Region 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 Western Bay of Plenty Sub Region to agree a level of financially sustainable co-funding for that Initiative; and
 - (d) during the first three years of the Deal, Western Bay of Plenty Sub Region 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 Western Bay of Plenty 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 Western Bay of Plenty Sub Region to deliver on the objectives of the Deal and providing a path to efficiently consider Western Bay of Plenty-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 Western Bay of Plenty Sub Region will, where required, be subject to applicable decision-making processes and approvals including Long Term Plan processes for Western Bay of Plenty Sub Region.

2.5 Western Bay of Plenty Sub Region 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

3.1 The overall governance framework for the Deal¹ can be illustrated as:

Responsible Ministers and Mayors and Chair: Deal Strategic Oversight and leadership	<ul style="list-style-type: none"> ✓ Ministers for Infrastructure and Local Government ✓ Mayors Tauranga City Council and Western Bay of Plenty District Council, and Chair Bay of Plenty Regional Council.
Western Bay of Plenty Deal Oversight Board: Deal-level governance and monitoring.	<ul style="list-style-type: none"> ✓ Bay of Plenty Regional Council, Tauranga City Council and Western Bay of Plenty District Council Chief Executive Officers ✓ Priority One (Economic Development Agency for Western Bay Sub Region) Chief Executive Officer. ✓ Chair of the Combined Tāngata Whenua Forum ✓ Deputy Secretary Department of Internal Affairs, Deputy Chief Executive Officer National Infrastructure Funding and Financing Limited, and Director Regional Relationships - Waikato/Bay of Plenty for New Zealand Transport Agency ✓ An independent representative appointed by the Crown ✓ An independent representative appointed by the Councils ✓ Oversight Board Executive Function.
Steering Group(s), Working Committee(s) (as required)	<ul style="list-style-type: none"> ✓ Operational oversight and coordination ✓ Day to day planning and implementation (Working Committees) ✓ Delivery agencies & Councils.
Advisory Groups (as required)	<ul style="list-style-type: none"> ✓ Smartgrowth and other Advisory Groups to be determined.

Overall Deal Responsibility

3.2 The Responsible Ministers and Mayors/Chair for the purposes of this Agreement are:

- (a) Central Government: Minister of Local Government and Minister for Infrastructure;
- (b) Tauranga City Council: the Mayor;
- (c) Western Bay of Plenty District Council: the Mayor; and

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

(d) Bay of Plenty Regional Council: the Chair.

3.3 The Responsible Ministers and Mayors & Chair will:

- (a) provide strategic oversight of the Deal;
- (b) provide overarching collective leadership to ensure the implementation of the Deal meets the overall outcomes; and
- (c) act as a final point of decision-making in relation to any Initiative and escalation in the event of any Issue that is referred to it pursuant to clause 7.

Western Bay of Plenty Deal Oversight Board

3.4 **Establishment:** Central Government and Western Bay of Plenty Sub Region will, within 30 Business Days of the date of this Agreement and otherwise in accordance with Schedule 2, establish a Western Bay of Plenty Deal Oversight Board and terms of reference setting out how proceedings of the Western Bay of Plenty Deal Oversight Board will be governed. The oversight board would have an executive function provided by the region that would work across the projects the steering groups and working committees and provide reporting, coordination and organisation for the Deal Oversight Board.

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, new Steering Group(s) and/or Working Committee(s) may be established where there is no existing forum to deliberate or advise on initiative-specific issues. Existing relevant bodies may be appointed as the relevant Steering Group or Working Committee for any given Initiative.

Steering Group and/or Working Committees will be able to provide advice to the sub region and Western Bay of Plenty Deal Oversight Board when necessary or requested.

Governance, monitoring and accountability

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

4. Enduring nature of the Western Bay of Plenty Deal

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 Western Bay of Plenty Sub Region 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 Western Bay of Plenty Sub Region Deal Oversight Board can make recommendations for changes to each party's roles and responsibilities through the Responsible Ministers and Mayors and Chair;
 - (b) the Responsible Ministers and Mayors and Chair 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

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 Each of Bay of Plenty Regional Council, Tauranga City Council and Western Bay of Plenty District 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 Each of Bay of Plenty Regional Council, Tauranga City Council and Western Bay of Plenty District 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 Western Bay of Plenty Sub Region in respect of the Deal.

Liability

- 5.5 No 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

Confidentiality

- 6.1 Subject to the other provisions of this clause 6, each party to this Agreement must keep the other parties' 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) a party from using or disclosing any Confidential Information with the prior written consent of the disclosing party(ies) (to be given or withheld in the relevant party(ies)' 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) a 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 a party during the Term for consideration as part of a City and Regional Deal for a sub region or regions not comprising Western Bay of Plenty Sub Region or any part of it.

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 each of Bay of Plenty Regional Council, Tauranga City Council and Western Bay of Plenty District Council, discuss, and provide all information in respect of, any matters related to this Agreement with its own 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(ies) as to the form, content and timing of the disclosure.

7. Escalation

- 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 Timothy Allan, Strategic Advisor, Priority One (**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 Western Bay of Plenty 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 7.7.2 within 20 Business Days of it being referred to the Western Bay of Plenty Deal Oversight Board, then it will be escalated to the Responsible Ministers and Mayors and Chair.
- 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

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:	Western Bay of Plenty Sub Region:
<p>C/o: The Department of Internal Affairs Address: 45 Pipitea Street, Wellington 6011</p> <p>Attention: Katrina Casey, Acting Deputy Secretary Local Government of Department of Internal Affairs Email: Katrina.Casey@dia.govt.nz</p> <p>Copy to: City and Regional Deals team Email: RegionalDeals@dia.govt.nz</p>	<p>C/o: Priority One Address: PO Box 13057 Ground Floor, 29 Grey Street, Tauranga, 3110</p> <p>Attention: Timothy Allan Priority One Email: timothy@priorityone.co.nz</p> <p>Copy to: Dave Courtney Email: dave@priorityone.co.nz</p>

9. General

9.1 **Amendments:** This Agreement may only be varied by agreement in writing to an amendment signed by each of the parties affected by that amendment.

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 a 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 a 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 a party being a partner, agent or representative of another party, or create any trust, and no party shall have the authority to act for, or to incur any obligation on behalf of, another 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:** Bay of Plenty Regional Council, Tauranga City Council and Western Bay of Plenty District Council (together or any of them) must not assign, delegate, subcontract or transfer any or all of their 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

10.1 Definitions

In this Agreement, unless the context otherwise requires:

- (a) **Agreement** means this agreement, as amended from time to time;
- (b) **Business Day** means any day that trading banks are open for business in Wellington and in the sub region, not being a Saturday or Sunday or public holiday in Wellington or in the sub region;
- (c) **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 another 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;
- (d) **Deal** has the meaning given to it in clause 1.1;

- (e) **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;
- (f) **Implementation Plan** means an implementation plan creating a pathway to implement the Deal prepared pursuant to clause 1.6;
- (g) **Issue** has the meaning given to it in clause 7.1;
- (h) **Project Plan** means, in respect of an Initiative, a project plan developed in accordance with clause 1.6;
- (i) **Responsible Ministers and Mayors and Chair** means, in respect of a party, the person(s) for the time being appointed in accordance with clause 3.3;
- (j) **Steering Group** in respect of an Initiative, a steering group established in accordance with Schedule 2;
- (k) **Term** has the meaning given to it in clause 4.1;
- (l) **Western Bay of Plenty Deal Oversight Board** means the Deal oversight body established pursuant to clause 3.4; 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

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

1 Implementation Governance

Western Bay of Plenty Deal Oversight Board

1.1 **Composition:** The Western Bay of Plenty Deal Oversight Board will comprise:

- (a) the Deputy Secretary of the Department of Internal Affairs (and subsequently of the Ministry for Cities, Environment, Regions and Transport);
- (b) the Deputy Chief Executive of National Infrastructure Funding and Financing Limited;
- (c) the Chief Executives of each of Tauranga City Council, Western Bay of Plenty District Council, and Bay of Plenty Regional Council;
- (d) Director Regional Relationships - Waikato/Bay of Plenty for New Zealand Transport Agency;
- (e) Priority One (Economic Development Agency) Chief Executive;
- (f) Chair of the Combined Tāngata Whenua Forum;
- (g) Crown Independent Appointee;
- (h) Region Independent Appointee; and
- (i) Oversight Board Executive Function.

The Western Bay of Plenty 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.

The Oversight Board will be supported with independent advice as required.

1.2 **Purpose and functions:** The purpose and function of the Western Bay of Plenty City and Regional Deal Oversight Board are to provide Deal-level governance and monitoring to ensure delivery of joint initiatives and objectives. The Western Bay of Plenty Deal Oversight Board exercises an advisory and monitoring function only and is not a decision-making body. It does not replace or override statutory decision-making responsibilities of Ministers, local authorities, or delivery agencies and is not responsible for operational management, execution or technical decision-making. The Western Bay of Plenty Deal Oversight board will:

- (a) advice and support Ministerial and council decision-making relevant to the contents of the Deal;
- (b) recommend to the Responsible Ministers and Mayors and Chair that they approve the Implementation Plan [including recommending any conditions or requirements for that approval];
- (c) review individual Project Plans (if any, and where applicable to the project governance framework), 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 guidance and direction (where applicable to the project governance framework) to any Steering Groups or Working Committees;
- (f) receive inputs from any advisory boards maintained by Western Bay of Plenty Sub Region 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 Mayors and Chair on progress, emerging risks and opportunities as required; and
- (j) recommend variation, suspension or removal of Initiatives to Responsible Ministers and Mayors and Chair, including transition arrangements.

1.3 **Western Bay of Plenty Leadership Board contributions:** Western Bay of Plenty Sub Region will set up and maintain one or more advisory boards comprising public sector, private sector, iwi/Māori and community group representatives to provide input, insights and information to the Western Bay of Plenty Deal Oversight Board. Western Bay of Plenty Sub Region will be responsible for managing the interface between any such advisory board(s) and the Western Bay of Plenty Deal Oversight Board. These would likely be established from existing advisory groups such as Smartgrowth, Urban Task Force and the Infrastructure Forum.

1.4 **Western Bay of Plenty Deal Oversight Board reporting to Responsible Ministers and Mayors and Chair:** The Western Bay of Plenty 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 Mayors and Chair 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 a Working Committee members will be appointed by the Western Bay of Plenty Deal Oversight Board.
- (b) For existing Steering Groups or Working Committees, the Western Bay of Plenty 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 Western Bay of Plenty 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 Western Bay of Plenty Deal Oversight Board;
 - (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
 - (ii) provide technical advice in relation to the relevant Initiatives.

1.7 **Steering Group reporting to Western Bay of Plenty 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 Western Bay of Plenty 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 to the Deal, including as part of the wider City and Regional Deal programme, will be monitored by Central Government over the longer term through a series of key indicators.
- 2.2 Central Government will, in consultation with Western Bay of Plenty Sub region (and subject to paragraph 2.3 below), 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 Western Bay of Plenty Deal Oversight Board.
- 2.3 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

- 2.4 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.
- 2.5 Key performance metrics and project level monitoring and reporting will 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 Western Bay of Plenty Sub Region community (including, for example where appropriate, GDP, population, spend metrics, tourism numbers, housing consents and/or compliance certificates issued, as applicable).
- 2.6 Each party will use its best efforts to provide all information about the Deal (including Initiatives) reasonably requested by another party within the timeframe set out in the request.

Assurance

- 2.7 From time to time, the Western Bay of Plenty 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 Western Bay of Plenty Deal Oversight Board will procure that a process evaluation is undertaken – this will include surveys and focus groups with Western Bay of Plenty Sub Region, the Western Bay of Plenty 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.