

ADDITIONAL ITEM

24 August 2011
To the Ordinary Meeting

General Manager's Report
General Manager's Unit

6.8 Proposed Memorandum of Understanding and Master planning Exercise with the University of Newcastle & TAFE Hunter Institute, Ourimbah Campus

TRIM REFERENCE: F2011/01943 - D02746872

MANAGER:

Danielle Dickson; Manager Major Projects

SUMMARY

Following recent discussion with senior staff at the University of Newcastle this report has been prepared to seek Councils endorsement to the further development of the strategic partnership between Council, the University of Newcastle and the TAFE Hunter Institute, Ourimbah Campus.

The intent of the partnership would be to facilitate the achievement of both organisations strategic goals and to investigate opportunities for partnerships or collaborations that are mutually beneficial.

RECOMMENDATION

- 1 ***That Council support the joint master planning process proposed with the University of Newcastle, TAFE, Council and the community to inform the draft Local Environmental Plan process.***
- 2 ***That Council delegate to the General Manager authority to make minor amendments to the attached draft document, as required by discussion with the partners, and execute the final Memorandum of Understanding with the University of Newcastle.***
- 3 ***That Council request the General Manager to form a steering committee to oversee the process with representatives of the Central Coast Development Corporation, the University of Newcastle, TAFE and the local community.***

BACKGROUND

The Ourimbah Town centre is a key strategic location for the future development of the Central Coast.

"Ourimbah" is an Indigenous word expressing a place of learning, and the current University campus is located on traditional lands where this learning took place. As well as being the location for the Ourimbah Campus of Newcastle University and TAFE, Ourimbah has key strategic advantages in that it is well located adjacent transport nodes for rail and road, is supported by active open space lands and is geographically central to the growing northern Central Coast population. Over the last 10 years the State and Commonwealth have invested significant funds in the expansion of the university with the opening of the Sports Science and Allied health facilities and more recently the relocation of scientific research staff from the NSW Department of Industry & Investment to the campus. The universities current strategic plan projects a minimum of 5% growth in undergraduate student numbers over five years which will result in an additional 4000 students on site at Ourimbah.

CURRENT STATUS

The Ourimbah campus of the University of Newcastle is currently constrained in regards to its future expansion and is physically separated from the existing town centre. On top of the projected student growth, the University wishes to expand research and teaching spaces on the campus as well as source accommodation options for students that relocate to the Central Coast for their study. This growth, in combination with the draft Local Environmental Planning process provides a great opportunity to undertake a collaborative approach to the strategic planning for the Ourimbah Town Centre.

In order to foster the growth of their presence at Ourimbah the University are seeking to expand opportunities for research space and accommodation as well as bringing industry and business closer to the campus.

In addition Council has recently endorsed the signing of a long term lease with the University for the Ourimbah Soccer fields and has secured the universities support for the Ourimbah Sporting Hub project that was lodged under the recent Regional Development Australia Funding. The outcome of this funding is yet to be announced.

THE PROPOSAL

Council would like to investigate, with a broad group of stakeholders, the potential for the Ourimbah Town Centre to develop into a true university town that supports and enhances the growth of the university presence. By doing so it will encourage the university to continue to expand its investment in the Ourimbah campus bringing additional students, courses and research to the Central Coast. If well planned, this expansion will encourage the redevelopment of the town and encourage business and jobs growth for the local community. It is important that the vision is successful in bringing the existing town centre, the community and the university together to work as a functional whole.

Through the master planning process it is proposed to identify locations that can be developed to attract industry, expanded research space, accommodation, and retail to support the vision. The recent release of the draft study from the Commonwealth on the proposed High Speed Rail identifies Ourimbah as a potential location for the Central Coast rail station, which would reduce travel time to Sydney CBD to twenty minutes. This infrastructure alone would further enhance Ourimbah's attractiveness for the expansion of the provision of teaching options at Ourimbah and business/ industry growth. The masterplan would allow us to advocate to the Commonwealth the additional benefits that the VFT would bring to the town and how it aligns with the plans for growth.

The master planning process would be lead and funded by Newcastle University with Council and other participants volunteering their time and knowledge to the development of the plan.

The proposed Memorandum of Understanding will have a strategic objective to facilitate the achievement of both organisations strategic goals and to investigate opportunities for partnerships or collaborations that are mutually beneficial. A draft Memorandum of Understanding that is currently being reviewed by the University is attached.

OPTIONS

1 Do Nothing

Under this option the current planning parameters in the vicinity of the Ourimbah Town Centre would be converted into the draft Local Environmental plan without engagement with the key educational providers. This option is unlikely to spur increased development or attraction of investment in the town centre.

2. Support the proposed joint master planning process

This option allows Council to capitalise on the Universities offer of expanding the scope of their master planning exercise to encompass the existing town centre at no cost to Council. Under this option the Memorandum of Understanding would be finalised and executed by the GM and senior representatives of the University.

This option is recommended.

3. Undertake a master planning process independent of the University.

This option is not funded or resourced to be completed this financial year. A more detailed planning exercise for the town centre of Ourimbah is proposed to be completed by Place Management in 12/13. The overall masterplan proposed would provide a strong foundation for this work.

STRATEGIC LINKS

Wyong Shire Council Strategic/ Annual Plan

This proposal is not included in Councils Annual Plan.

Contribution of Proposal to the Principal Activity

The master plan will contribute to Principal Activity 6 – Environment and Land use for the development of the Local Environmental Plan. It will also influence the ongoing work on Principal Activity 3 – Economic and Property Development in that some of Councils land holdings are within the Master Plan area.

Long term Financial Strategy

Nil impact at this point.

Asset Management Strategy

Nil impact at this point.

Workforce Management Strategy

Nil impact at this point.

Link to Community Strategic Plan (2030)

6.8 Proposed Memorandum of Understanding and Master planning Exercise with the University of Newcastle & TAFE Hunter Institute, Ourimbah Campus (contd)

Developing the master plan and the proposed Memorandum of Understanding with the University of Newcastle aligns with the priority objective: *The community will be educated, innovative and creative.*

Budget Impact

Nil impact at this point.

CONSULTATION

Initial consultation has taken place between the University, the Central Coast Development Corporation and Council. Prior to the development of the Master plan discussion with the local precinct committee will occur. It is proposed to include members of the public and other key stakeholders in the Charette undertaken during the master plan development.

GOVERNANCE AND POLICY IMPLICATIONS

Nil impact at this point. The final draft Memorandum of Understanding will be reviewed by Councils General Counsel and be reported back to Council for its endorsement prior to signing.

MATERIAL RISKS AND ISSUES

Nil impact at this point.

CONCLUSION

Staff seek Councils endorsement to the further development of the strategic partnership between Council, the University of Newcastle and the TAFE Hunter Institute, Ourimbah Campus. The intent of the partnership would be to facilitate the achievement of both organisations strategic goals and to investigate opportunities for partnerships or collaborations that are mutually beneficial. To implement this objective it is proposed to complete a formal MOU between the parties with the first project the completion of a master planning process for the Ourimbah Town Centre.

ATTACHMENTS

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| 1 | Draft Memorandum of Understanding between WSC and the University of Newcastle | D02747762 |
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MEMORANDUM OF UNDERSTANDING

Between

WYONG SHIRE COUNCIL ("Council")

Hely Street, WYONG, NSW

and

University of NEWCASTLE Australia

Chittaway Rd, OURIMBAH, NSW

DRAFT PAPER

Purpose

University of Newcastle Australia and Council ("the Parties") recognise the importance of University of Newcastle Australia, Ourimbah Campus in terms of its contribution to the social fabric, educational and research development, future development and population growth of the local region. Both parties are committed to enriching and developing communities.

The Ourimbah campus offers University, TAFE and Community College programs which has a significant projected student growth rate of 5% over 5years. The university currently wishes to enable future expansion of educational and research facilities as well as student accommodation. Currently the Ourimbah Campus is constrained by limited commercial viability and developable land area.

Ourimbah Town centre is a key strategic location for the future development of the Central Coast. Council recognizes the importance of developing the vision for the Ourimbah Town Centre as a true university town that supports and enhances the growth of the university's presence.

Through a master planning process it is hoped that this expansion of the Campus with the Ourimbah Town Centre will encourage redevelopment of the town and encourage business and industry for the local community, expand the research and educational facilities and provide student accommodation.

Wyong Shire Council will work with University of Newcastle Australia in a master planning exercise for the whole of the Ourimbah town centre to plan for the University's future growth, and promote business and investment to develop the town centre into a university township.

To demonstrate this ongoing commitment and facilitate this process, the Parties have agreed to enter into this Memorandum of Understanding (the "MOU").

Objectives

It is the intention of the Parties to ensure that the Ourimbah town centre is developed in a manner that:

- Is in partnership with Ourimbah community
- Is consistent with the priority objectives outlined in the Wyong Shire Community Strategic Plan (2030)
- Complements the overall planning framework for the Shire and the Region.
- Delivers a sustainable economic and development framework.
- Is attractive to the property development and employment generating sectors as a place to invest in the long term.
- Enables the Parties to work co-operatively and effectively, promote an open and consultative approach and prevent duplication of effort and resources.

Responsibilities

The Parties each have specific responsibilities under respective NSW legislation and through various other obligations.

- The University of Newcastle operates under the University of Newcastle Act 1964 and By-laws under the New South Wales Government Legislation.
- Council must function in accordance with many State Government Statutes and Federal Law, however it principally operates in accordance with the NSW Local Government Act 1993 and the Environmental Planning and Assessment Act 1979 for development and sustainable management on behalf of the Wyong Community and the State of NSW.

Background

- The object of the University is the promotion, within the limits of the University's resources, of scholarship, research and free inquiry, the interaction of research and teaching, and academic excellence to meet the needs of the community.
- The Wyong Shire Community Strategic Plan (2030) *clearly* identifies vision and aspirations of Wyong's growing population to "Create our ideal community: caring... prosperous... sustainable.

Development Principles and Concepts

The Parties support the following guiding principles:

- Planning and management strategies for Wyong Shire need to be responsive to the changing needs of the community, government, council, visitors and investors.
- From time to time other stakeholder input may be encouraged to ensure that the functional diversity of all users and their needs is addressed.
- Planning, development and management should be economically, environmentally and socially viable and sustainable whilst attempting to satisfy the multiple and contemporary bottom line requirements of the community, stakeholders and the Parties.
- Planning and management strategies for Wyong Shire should complement planning objectives for the Central Coast Region. In doing so, the strategies should contribute to revitalising employment centres, transport and communities.
- Priority objectives underpinning community and other stakeholder support for Wyong Shire growth and development as articulated in the Community Strategic Plan (2030) in short include:
 - (a) Communities will be vibrant, caring and connected;
 - (b) There will be ease of travel;
 - (c) Communities will have a range of facilities and services;
 - (d) Areas of natural value will be enhanced and maintained;
 - (e) There will be a sense of community ownership of the natural environment;
 - (f) There will be a strong sustainable business sector;
 - (g) Education and research technology will be world's best;
 - (h) The community will be educated innovative and creative

Lands Covered by this MOU

- In broad terms, the land which is the primarily the subject of this MOU includes appropriate lands within the Wyong Shire which may support and encourage and promote the ongoing development and expansion of the University.

Proposed Approach

To ensure that opportunities for innovation and public private sector participation continue to be optimised, the Parties intend to work cooperatively.

Organisation

The delegates (or their representatives) of each of the Parties has responsibility for carriage of this MOU and shall:

- (a) Have sufficient authority to commit the necessary resources of the Parties.
- (b) Work co-operatively and communicate as necessary to ensure that the objectives of this MOU are delivered.
- (c) Promote the adopted partnership approach within their respective organisations and to external stakeholders.

A project meeting shall be convened between the Parties (or their representatives) to provide a mechanism for consultation and communications between the Parties.

Business items for the meeting shall include (but not be limited to) reviewing progress, providing feedback on draft documents, identifying and removing "road blocks", identifying key personnel to lead projects from within each organisation and contributing to strategy development.

Resources and Costs

The Parties acknowledge that:

- There are significant skills and knowledge available within existing resources that will be of value to the project and any future project.
- There will be considerable advantages in applying joint resources to tasks required to deliver projects in whatever role the Parties may agree.
- Specific staff member/s will be nominated as responsible officers to undertake specific projects.
- The parties agree to the transparency and transfer of information between the parties for the mutual benefit of the project.

Unless there is a major resource commitment involved, the Parties agree to apply their resources as a contribution to projects (as far as overall priorities permit) where it is agreed that there would be benefits to the project in doing so.

Unless otherwise agreed, each party will meet its own costs in developing this MOU and delivering its outcomes.

Communications

The primary formal mechanism for communication between the Parties shall be established in the project meeting.

The Parties recognise that for this MOU to be successful a range of formal and informal communication techniques are required. The Parties are committed to striving for an effective communication system which is open, and where messages are transmitted quickly, efficiently and unambiguously.

If considered or required communication strategy shall be mutually developed by the Parties to define how communication will take place with stakeholders and the broader community.

Information Sharing

The Parties agree to share information that the Parties believe would be of assistance to the efficient and effective delivery of the project, subject to:

- Restrictions imposed by law.
- Commercial-in-confidence or other probity requirements.

Intellectual Property

Intellectual property initiated, developed and implemented as an outcome of activities initiated jointly as an output of this MOU and paid for jointly shall be the equal property of both parties. Such intellectual property shall have no value in respect of any transaction between the parties but may have a commercial value when used with or made available to, with an external party.

Intellectual Property that either party brings to the activities conducted jointly shall remain in the ownership of the contributing party.

General Provisions

The Parties mutually agree:

- Nothing in this MOU shall be deemed or construed by the Parties or any third party as creating the relationship of a partnership or joint venture or the relationship of principal and agent between the Parties.
- To act and consult transparently and in good faith.
- To sever or remove a clause that is found to be void, illegal or unenforceable, without affecting the enforceability of the other provisions in this MOU.
- A variation of this MOU must be in writing and signed by the Parties.
- Nothing arising out of this MOU shall over-ride the statutory decision-making powers or roles of the Parties.
- Each party will do all things and execute all documents necessary to give full effect to this MOU.

Disputes

All efforts will be made to resolve issues expeditiously.

Termination

- This MOU will terminate within 3 years from the date of execution subject to no extension being mutually agreed in writing and formally signed by the Parties prior to the Termination Date.
- Either party may terminate this MOU prior to the termination date, by providing sixty (60) days written notice to the other party.
- Following termination of this MOU in accordance with the above paragraphs, each party shall continue to be responsible for any cost sharing arrangement that has been agreed to in writing in relation to this MOU.

Subsequent Agreements

Nothing in this MOU shall be taken to influence the coverage and terms of any subsequent agreement, project agreement or contract that may develop as a consequence of activities undertaken in accordance with this Memorandum

EXECUTED as a Memorandum of Understanding

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SIGNED by Professor Mike Carlford, Deputy Vice Chancellor
 (Research) on behalf of the University of Newcastle Australia
 In the presence of:

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 Date

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SIGNED by Michael Whittaker, General Manager,
 on behalf of Wyong Shire Council in the presence of:

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 Date