

ADDITIONAL ITEM

24 August 2011
To the Ordinary Meeting

Director's Report
Corporate Services Department

6.9 Relationship With Central Coast Regional Development Corporation

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SUMMARY

Wyong Shire Council is seeking a working relationship with the Central Coast Regional Development Corporation (CCRDC) to bring effect to the mutual benefit that arises from use of the resources both parties can bring to bear on development in Wyong.

RECOMMENDATION

- 1 That Council endorse the development initiative of a formal working arrangement with the Central Coast regional Development Corporation (CCRDC).**
- 2 That Council agree to enter into a Memorandum of Understanding (M.O.U.) between Wyong Shire Council (WSC) and CCRDC.**
- 3 That Council authorise the use of the Council Seal on the document.**
- 4 That Council authorise the Mayor and General Manager to execute all documentation related to the establishment and implementation of the M.O.U.**

BACKGROUND

Council has embarked on a co-ordinated program of energising economic development in the Shire through a number of strategies, plans and intended programs.

The Central Coast Regional Development Corporation (CCRDC) is a State Corporation mandated under the Growth Centre (Development Corporations) Act and has replaced and expanded the role of the former Festival Development Corporation.

The role of the CCRDC in its broadest sense is to pave the way for revitalisation, growth and investment across the Central Coast. It does this by:

- Brokering development outcomes on strategic government sites, land already held by the corporation and lands identified as part of the Gosford Challenge.
- Facilitating the development of regional centres and renewal corridors identified through regional planning strategies.
- Facilitating private sector investment and development on key state land holdings
- Asset and property management of lands held by the corporation

The Corporation works across all levels of government and the community.

6.9 Relationship With Central Coast Regional Development Corporation (contd)

Council staff recently briefed the CCRDC board on WSC's plans and intentions for development particularly including Toukley Town Centre, Warnervale Town Centre, Wyong Town Centre and the Ourimbah Precinct as a "University Centre"

CURRENT STATUS

The CCRDC Board of Directors has expressed enthusiasm for working jointly with WSC to achieve regional development across the Central Coast. They have agreed in principle to the M.O.U.

PROPOSAL

It is proposed for Council to enter into the following commitment to work with CCRDC:-

Proposed Document

MEMORANDUM OF UNDERSTANDING

Between

WYONG SHIRE COUNCIL ("Council")

Hely Street, Wyong
and

CENTRAL COAST REGIONAL DEVELOPMENT CORPORATION ("CCRDC")

16 The Avenue, Mt Penang
Parklands, Kariong

Purpose

CCRDC and Council ("the Parties") recognise the importance of Wyong Shire in terms of its contribution to the social fabric, economic health and growth, future development and population growth of the local region.

Wyong has been officially recognised, in conjunction with Gosford City, as one of the two local authorities that make up the Central Coast Region established by the NSW State Government in 2010.

The NSW Government has, partnered with Council on a number of significant projects including the planning of the Warnervale Town Centre, development of the North Wyong Shire Structure Plan and the planning of the Tuggerah State Significant Site to be developed by Westfield Ltd.

The NSW Government has also, partnered with Council to develop the Wyong Community Strategic Plan (2030) for defining the community's priority objectives of creating a strong sustainable business sector with increased local employment. The plan also reflects a joint goal for building communities that are vibrant, caring and "connected".

CCRDC and Council are committed to continuing this co-operative and integrated approach to the planning and development of Wyong Shire to optimise the delivery of public value and achieve sustainable outcomes for the region's society.

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 Wyong Shire is developed in a manner that:

- 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.
- Promotes and positions Wyong Shire as a place to invest in, live in, do business, study and as a preferred place for employment.
- 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.

- CCRDC is responsible under the Growth Centres (Development Corporations) Act for promoting, coordinating, managing and securing the orderly economic development of Wyong Shire and the Central Coast Region.
- 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 NSW State Government's Central Coast Regional Strategy (2006-2031) identifies significant opportunities for growth and development in Wyong Shire. The Strategy emphasises the important role the Shire has as a focus for significant employment generation, commercial expansion and to provide much-needed housing for the greater Sydney region.
- 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.
- The NSW government established the CCRDC to be responsible for brokering development outcomes on strategic government sites, land already held by the corporation and lands identified as part of the Wyong Strategic Planning documents.
- CCRDC is responsible for activating land under their control within the Wyong LGA for the long term economic benefit of the Central Coast Region and the State.

Development Principles and Concepts

The Parties support the following guiding principles:

- Officers of CCRDC and Council will work together to achieve the shared objectives of each party, i.e. to significantly enhance the broader Wyong Shire area.
- Market participation should be encouraged to promote innovation, support competition and optimise investment opportunities in the ongoing development, management and use of appropriate parts of Wyong Shire.
- Planning and management strategies for Wyong Shire need to be responsive to the changing needs of the community, government, council, visitors and investors.

- Community and other stakeholder input is to be encouraged to ensure that the functional diversity of all users and their needs is addressed.
- Planning, development and management strategies for Wyong Shire 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 while enhancing and retaining the natural values which create the ideal setting for both employment and vibrant 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 easy 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) Information and communication 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 all Crown lands within the Wyong Shire, other State owned Lands that may be determined by State Government and all Council lands where applicable. The boundaries may be amended by mutual agreement of the Parties.

Proposed Approach

To ensure that opportunities for innovation and private sector participation continue to be optimised, Council and CCRDC intend to work cooperatively.

Organisation

The General Managers (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 monthly meeting shall be held between the General Managers (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.
- Staff from each organisation will be required from time to time to undertake information and training sessions to ensure a consistent approach to the implementation of identified projects.

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 the General Managers' monthly 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.

A 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:

Relationship With Central Coast Regional Development Corporation (contd)

- 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

<p>..... SIGNED by the Chair of Central Coast Development Corporation behalf of the NSW Department of Planning and Infrastructure in the presence of: Date</p>	<p>..... SIGNED by the General Manager of Central Coast Development Corporation behalf of the NSW Department of Planning and Infrastructure in the presence of: Date</p>
<p>..... SIGNED by Cr Douglas Eaton, Mayor, on behalf of Wyong Shire Council in the presence of: Date</p>	<p>..... SIGNED by Michael Whittaker, General Manager, on behalf of Wyong Shire Council in the presence of: Date</p>

Wyong Shire Council Seal:-

CONCLUSION

The CCRDC have indicated enthusiasm and agreement in principle to sign the M.O.U.

Council has indicated its desire to energise the development of Wyong Shire through partnerships with States agencies.

The M.O.U. provides formality to the commitment by both parties to common objectives.

ATTACHMENTS

Nil.