



ATTACHMENTS DISTRIBUTED UNDER SEPARATE COVER

CCL 25/06/24 - CITY OF COFFS HARBOUR - MEMORANDUM OF UNDERSTANDING

8.10 **Attachment A:** CITY OF COFFS HARBOUR -
MEMORANDUM OF UNDERSTANDING

DISTRIBUTED UNDER SEPARATE COVER

Memorandum of Understanding

**City of Newcastle
and
City of Coffs Harbour**



**City of
Newcastle**



DRAFT

Details

Council	<p>City of Newcastle ABN 25 242 068 129 Of 12 Stewart Avenue, Newcastle West New South Wales 2300</p>
Council	<p>City of Coffs Harbour ABN 79 126 214 487 Of 27 Gordon Street, Coffs Harbour NSW 2450</p>
Commencement Date	XX XX 2024
Completion Date	XX XX 2027
Context	<ol style="list-style-type: none"> 1. City of Newcastle (CN) and City of Coffs Harbour (CCH) wish to enter into a Memorandum of Understanding (MoU) for the purpose of exploring objectives for possible collaboration opportunities on strategic and operational issues impacting local government. 2. This MoU sets out the framework for the establishment of a cooperative relationship between the parties. 3. This MoU will be carried out in a manner which reflects the spirit and intent of collaboration, transparency, respect, and innovation. 4. Sustained population growth and the complex issues of service delivery have given rise to a new set of relationship drivers between CN as the region's capital and CCH as a regional neighbour. Ensuring appropriate service delivery, sustainable regional growth and future economic prospects are important priorities for both Councils.
Purpose	<ol style="list-style-type: none"> 5. This MoU sets out arrangements for liaison between the councils of CN and CCH concerning the sharing of information, and exploring opportunities for joint advocacy, submissions or funding applications, engagement with industry, attraction of major events as well as sharing of staff resources to enhance the skills of Local Government employees (subject to compliance with any legal requirements that relate to such matters). 6. The MOU acknowledges the preparedness of CN and CCH, in the public interest, to share with each other, as far as is legal and practicable, information in each agency's possession relevant to matters within the jurisdiction of the other in order to support the Objectives of this MoU.

Principles

7. CN and CCH recognise and commit to the following fundamental principles as the foundation for the MoU:
 - a. The economic and social prosperity of Newcastle and Coffs Harbour will be stronger and more resilient through innovation and collaboration between regional Local Government partnerships;
 - b. Our communities will benefit from cooperation that helps build capacity and capability of our staff and systems;
 - c. Our financial strength and competitive advantage increase when working together; and
 - d. Knowledge sharing provides efficiencies that enables better value and more strategic outcomes for our communities.

Objectives

8. The key strategic objective is to collaborate in multiple areas to enhance the strategic outcomes for each Council. A secondary objective is to lead by example by demonstrating the impact of collaboration and working together to achieve the shared vision.
9. The parties will explore opportunities and proposals to cooperate and collaborate on:
 - a. Joint submissions and approaches to State and Federal Government on shared issues;
 - b. A forum of executive staff for identifying the mutual strategic priorities of each Council on an annual basis;
 - c. Share strategic information in relation to areas of expertise;
 - d. Possible collaboration and engagement with industry in respect of planning and development, transport integration, tourism, place based activation, attraction of major events and other key areas;
 - e. Develop strategies to improve community participation and access to cultural facilities and opportunities;
 - f. Develop strategies and projects that deliver operational efficiencies and sustainability in areas such as economic development;
 - g. Consider staff development opportunities including leadership development programs across the respective Councils.

Special Conditions

Areas of Engagement

10. This section outlines core areas of collaboration between the Councils.
11. Each party acknowledges that the parties are not carrying out the activities envisaged under this MoU on an exclusive basis,

and this MoU will not preclude either of them engaging in activities which are the same, similar to or in competition with any subject matter referred to herein. Nothing in this MoU is intended to influence or impinge the statutory obligations of either Council.

12. When undertaking activities under this MoU, strategic priorities will be particularly geared towards shared goals within each Council's Community Strategic Plan, Delivery Program and Operational Plans, as well as priorities where a united approach will help create progress and remove barriers.

Strategic Agenda and Governance

13. The executive teams of each Council will meet on an annual basis to agree on shared strategic goals. Matters agreed will be progressed via project-based workshops or productive engagement between the Councils.
14. Each Council will nominate a senior executive sponsor to oversee the MoU (defined as the Representative of each respective Council below) and undertake to report on outcomes to their respective executive or elected Councils annually.

**City of Newcastle
Representative**

Kathleen Hyland, Executive Officer to the CEO

12 Stewart Avenue, Newcastle West, NSW 2302

Telephone: +61 2 4974 2000

[Email: khyland@ncc.nsw.gov.au](mailto:khyland@ncc.nsw.gov.au)

**City of Coffs Harbour
Representative**

Natalia Cowley, General Manager

27 Gordon Street, Coffs Harbour NSW 2450

Telephone: +61 2 6648 4000

natalia.cowley@chcc.nsw.gov.au

Execution

Executed by an authorised person **City of Newcastle** ABN 25 242 068 129 in the presence of:

Signature of Authorised Person

Signature of Authorised Person

Lord Mayor Nuatali Nelmes

Mr Jeremy Bath

Date

Executed by an authorised person of the **City of Coffs Harbour** ABN 79 126 214 487 in the presence of:

Signature of Authorised Person

Signature of Authorised Person

Mayor Paul Amos

Ms Natalia Cowley

Date

1. Operation of this Memorandum of Understanding

1.1. Term

- a) This MoU comes into operation on the Commencement Date and continues until the Completion Date, unless terminated in accordance with clause 5.2.

1.2. Not binding

- a) The parties agree that this MoU only expresses the intention of the parties and is not binding and does not create any legally enforceable obligations between the parties.

1.3. Special conditions

- a) If the Details of this MoU set out any special conditions, those conditions are incorporated into and form terms of this MoU.

2. Responsibilities and Risk

2.1. Responsibilities

- a) The parties agree to work together to achieve the Objectives by performing their respective Responsibilities set out in the Details set out above in this MoU.
- b) When undertaking activities under this MoU, the parties will be open, honest, cooperative, and responsive to each other, respecting each other's functions and roles, and assisting and supporting each other whenever reasonably possible.

2.2. Risk

- a) The parties agree to work together to monitor and report on any risks that arise in relation to Responsibilities and the Objectives.
- b) Each party is responsible for managing its own risks in relation to the matters arising under this MoU, and in no circumstances will a party be responsible or liable for any loss or damage suffered by the other party as a consequence of the parties entering into, or relying upon, this MoU.

3. Communication and Cooperation

3.1. Communication

- a) The parties agree to regularly liaise by personal contact between the Representatives or other persons with authority to communicate on behalf of the Councils or in writing with each other about the performance of the Objectives.

3.2. Sharing of information

- a) The parties agree to share information as reasonably required, and as permitted by law, to achieve the Objectives.
- b) The parties agree to protect all information in relation to this MoU that is considered by a Council as confidential.

3.3. Resolving Conflicts

- a) The parties agree to meet within 21 days of notification of a dispute by one party to another in an effort to attempt to resolve all issues and disputes amicably, and if necessary where a dispute has not been resolved within this time period, to seek discussions between the Chief Executive Officer/General Manager of each Council in a further attempt to resolve any issues or disputes within a period of no more than 14 days before seeking to terminate in accordance with clause 5.2.

4. Expenses

- a) A party may not commit the other to any cost, expense, or obligation without the written consent of that party.
- b) Each party will be responsible for any cost, expense, or obligation necessary to their achievement of the Objectives.

5. Intellectual Property

- a) Each party agrees that it can only use the Materials of the other party for purposes directly relating to this MoU.
- b) Each party agrees that all Intellectual Property in the Materials is owned by the party that supplies the Materials, or that has a genuine claim to ownership of the Materials.

- c) This MoU does not create any legally enforceable obligations between the parties in relation to the Intellectual Property of each party.

6. Termination

- a) Either party may terminate this MoU by giving the other party 28 days written notice.

7. Definitions

- a) **Intellectual Property** means all present and future rights to intellectual property including any inventions and improvements, trade marks (whether registered or common law trade marks), service marks, designs, patents, copyright, circuit layouts, moral rights, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data, or formula.
- b) **Law** means all applicable statutes, regulations, by-laws, ordinances, or subordinate legislation in force from time to time anywhere in a party's jurisdiction, including the common law and equity.
- c) **Materials** means any tangible or intangible thing provided by one party to the other in relation to this MoU which contains a party's Intellectual Property or confidential information.
- d) **Objectives** means the objectives defined in clauses 9 and 10 in the Details of this MoU.
- e) **Responsibilities** means the responsibilities set out in clause 2.1 of this MoU.