



Shire of
Peppermint Grove

Memorandum of Understanding

This Memorandum of Understanding (MOU) is made under s3.68(b) of the *Local Government Act 1995*.

1. Introduction

The Town of Cottesloe (the Town) and the Shire of Peppermint Grove (the Shire) are entering into a joint agreement in relation to the preparation of an Integrated Local Area Plan for the Cottesloe Activity Centre – the area and land described in Annexure 1. This agreement is outlined in the following MOU.

2. Parties to MOU

This MOU is an agreement between the following parties:

The Town of Cottesloe
'the Town'

The Shire of Peppermint Grove
'the Shire'

109 Broome Street, Cottesloe WA 6011

1 Leake Street, Peppermint Grove, WA 6011

3. Background

The Cottesloe Activity Centre is an important place of community focus for the neighbourhoods of Cottesloe and Peppermint Grove. Development of the Centre is likely to be substantially renewed over the next 20 years and it is important for the local and state government as well as the private sector to work together to realise the best outcomes for urban design and functionality – to serve local needs and to connect the centre better to its communities.

An overarching strategic planning framework is needed ahead of the likely major redevelopment projects, to guide redevelopment and ensure there is a transformative change and improvement in the centre in terms of social and economic vigour.

To that end, the Town of Cottesloe, in association with the Shire of Peppermint Grove, proposes to undertake the preparation of an Integrated Local Area Plan (ILAP) for the Cottesloe Activity Centre (the Centre) study area that extends from Curtin Avenue to the eastern side of Stirling Highway and is bounded by Curtin Avenue to the west, Forrest Street to the north, and Jarrad Street and Irvine Street to the south.

This study area incorporates the two precinct areas of Cottesloe Town Centre Zone and the Peppermint Grove District Centre Zone, as well as the residual (vacant) railway lands surrounding Cottesloe Station.

4. Definitions

Any terms referred to in this document has the same meaning as in the *Local Government Act 1995* and its Regulations, the *Planning and Development (Local Planning Schemes) Regulations 2015* and State Planning Policy No 7 - Residential Design Codes.

5. Purpose of MOU

The purpose of this MOU is to ensure that the parties subject to this MOU agree to work together in good faith for the promotion, advancement and (re)development of the Cottesloe Activity Centre.

6. Objectives of MOU

- To formally acknowledge the partnership between the Town and the Shire.
- To foster and support a respectful and trusting working relationship between the Town and the Shire.
- To provide a framework of understanding on which all other documents, agreements and partnerships between the parties can be formulated.

7. Term and Scope of MOU

- This MOU will come into effect at the date of signing by both parties.
- The MOU is an ongoing arrangement subject to review and evaluation every 12 months, or until it is terminated.
- The MOU does not preclude the rights of either party to engage in other partnerships and alliances.
- The MOU is deemed a public document.

8. Benefits of the MOU

- Greater levels of clarity , respect and understanding between the parties.
- The pursuit of a shared vision for the Cottesloe Activity Centre.
- Enhanced planning processes for community development and the delivery of dynamic programs, activities and services involving the broader community.
- Increased knowledge, information and resource sharing between the parties.
- Achievement of mutually desired outcomes for the Cottesloe Activity Centre.

9. Guiding Principles of Collaboration

9.1 Management Principles

- In the case of conflicting design principles; the success of the entire Cottesloe Activity Centre overrides any conflict with design objectives of individual project sites.

- A Project Steering Group (PSG) is to be established and is to consist of 4 members from each **Local Government**. The PSG will oversee the operation of the technical team in terms of quality and content of work, financial oversight of study accounts and project gateway achievement.
- The PSG will guide and provide a check-point for major design decisions.
- Members of the Project Steering Group are to abide by these management principles.

9.2 Planning Principles

- The Integrated Local Area Plan (ILAP) will sit across local government boundaries and seek to apply the same or at least similar controls and detailed provisions.
- Resourcing of development for facilities such as greenspace, parking, and infrastructure which serves the Cottesloe Activity Centre (the Centre) should be distributed in terms of costs and benefits across the entire Centre.
- Execution of the ILAP will require each Local Government to amend their local planning schemes and/or adopt consistent local planning policies.
- Development applications which relate to the Cottesloe Activity Centre received in either local government area (LGA) during the term of this MOU that require Council decisions will be referred to all parties for advice and comment.

9.3 Design Principles

- The purpose of the Cottesloe Activity Centre is primarily about serving the daily requirements of both local neighbourhoods and the public transport hub as an access point to the rest of the Region.
- Access within the Centre needs to prioritise walking as the primary form of access. Bicycle facilities and interchange with public transport is also a design objective.
- Data and information is to be used to guide the Centre study as well as influence decisions by bodies and other stakeholders who occupy and shape the Centre and its uses.
- Height, scale, bulk, orientation and other design outcomes are to be prescribed in broad format initially with illustrative content to assist in discussion and evaluation of design options.
- The principles of Ecologically Sustainable Development (ESD) are to be a foundation of design for the overall Centre as well as individual development sites.
- Social design will involve a variety of groups and individuals, it will inform, influence and allow participants to shape the design qualities identified for the Cottesloe Activity Centre.
- **Consideration will be given to the inclusion and placement of high quality public art as a means to enhance the visual quality of the Cottesloe Activity Centre.**

10. Funding and Financial Considerations

10.1 Obligations

Any project expenditure shall be approved by the Project Steering Group co-chaired by representatives from the Town and the Shire, prior to any expenditure being incurred.

Any expenses incurred during the development of the ILAP and/or its implementation will be subject to the following funding structure:

- Town of Cottesloe funding contribution - 75%
- Shire of Peppermint Grove funding contribution - 25%

Variations to the cost of any contract entered into by the PSG will require the authorisation of both Councils having regard for Council's Procurement (Purchasing) Policy and Procedures.

10.2 Funding

- The Town will contribute \$120,000 (+GST) per annum for a minimum of 2 years.
- The Shire will contribute \$40,000 (+GST) per annum for a minimum of 2 years.

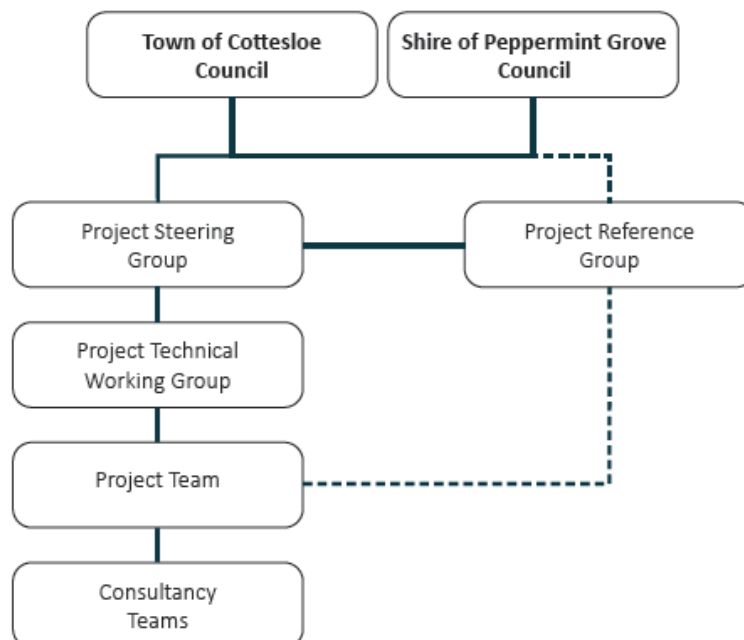
NOTE The project budget may be increased through the contribution of funds or services in lieu by other potential partners.

The Town will manage the funding of the project for the purposes of consolidating and administering project funds and contracts.

11. Meetings and Reporting (Governance)

Although spanning two local government areas, the ILAP will be undertaken as a stand-alone project with one vision and overarching strategic framework. Additionally, it will form part of a much larger network of overlapping programs with activities and outcomes forging further linkages which may go beyond the bounds of the original project.

Accordingly, the ILAP is to be prepared with the oversight of project steering group and reference groups (comprising of a maximum of 10 key stakeholder representatives from the Community) and is to be chaired by two (2) nominated Councillors from each LGA.



12. Intellectual Property

Intellectual property developed as part of the ILAP Project will be jointly owned by both parties. All reports and material produced will be copyrighted jointly to both parties.

13. Confidential Information

Councillors, Members the Project Steering Group and the Reference Group will be required to ensure that any document or information (whether oral or in writing) that is provided to each person on a Confidential basis MUST not be disclosed to any member of the public or any other person that is not a member of the Council, Project Steering Group or the Reference Group

14. Dispute Resolution

Should a dispute arise over any aspect of the MOU, the parties involved will adopt the following procedures in an effort to negotiate a satisfactory resolution.

Points of references for determining whether or not the MOU has been breached will be:

- the understandings and the responsibilities contained in the MOU.
- the obligations and conditions contained in the funding agreement.

In the event of a dispute between the Town and the Shire, either party may request a meeting within 7 days of the disagreement to discuss the matter in dispute and negotiate a mutually acceptable resolution.

If the dispute cannot be resolved between the parties through direct communication within 28 days of the initial meeting, the parties will appoint a mediator. The parties must agree to equally share any fees and costs associated with the mediation process.

Both parties must agree to follow the terms of the agreement made at mediation.

15. Ceasing of Agreement

This agreement can only be terminated if both Councils vote to cease the project and to meet any committed costs of procurement or contractual commitments.

Signatories to Agreement by CEO's

MOU between the Town of Cottesloe and Shire of Peppermint Grove

Signed _____

Name _____

Organisation _____

Title _____

Date _____

Signed _____

Name _____

Organisation _____

Title _____

Date _____

Annexure 1 – Study Area

