

## Memorandum of Understanding

### Between

**Town of Cottesloe (“the Town”) and Shire of Peppermint Grove (“the Shire”), (“the parties”) in relation to the preparation of a Precinct Structure Plan for the Cottesloe Activity Centre (Cottesloe Village) (“the Precinct Plan”).**

### Introduction

1. 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 a Precinct Structure Plan for the Cottesloe Activity Centre (Cottesloe Village), the land described in *Annexure 1*.
2. In 2019, an Integrated Local Area Plan was prepared by the parties, and during its early development was adapted and later released as the *Draft Cott Village Precinct Plan*. A Memorandum of Understanding, signed by the parties in October 2019, set out the partnership arrangements in preparation of the Integrated Local Area Plan.
3. Changes to the State Planning Framework, being the gazettal of State Planning Policy 7.2 Precinct Design and the associated Guidelines by the Western Australian Planning Commission (WAPC) in February 2021, has meant a Precinct Structure Plan is now required to set out the strategic planning considerations for the Cottesloe Activity Centre (Cottesloe Village). This updated Memorandum of Understanding will govern the preparation of the Cottesloe Activity Centre (Cottesloe Village) Precinct Structure Plan and include the particulars of the agreement between the parties.

### Purpose

4. The purpose of this MOU is to ensure that the parties agree to work together in good faith for the promotion, advancement and (re)development of the Cottesloe Activity Centre (Cottesloe Village). The parties will share information and resources to build their understanding and knowledge of Cottesloe Activity Centre (Cottesloe Village), supporting one another in a respectful and trusting working relationship.
5. This MOU is designed to continue the working relationship between the Town and the Shire by formally acknowledging the partnership and providing a framework of understanding on which all dealings related to the Cottesloe Activity Centre (Cottesloe Village) are to be considered during the term of this agreement.
6. This MOU defines the partnership particulars, including financial contributions, responsibilities and representation of interest, which the parties must adhere to until the Cottesloe Activity Centre (Cottesloe Village) Precinct Structure Plan is endorsed by the WAPC, or the parties mutually agree to terminate the partnership arrangement as per the Terms of the Agreement in this MOU.

### Terms of the Agreement

7. This MOU will come into effect at the date of signing by the parties and be subject to review and evaluation every 12 months, or until the MOU is terminated.
8. This MOU is deemed a public document.
9. This MOU can only be terminated if the parties vote to cease the project. Termination of the project must be made in writing and a period of 60 days provided to settle all procurement and/or contractual costs, committed or accrued.
10. Upon completion of the Cottesloe Activity Centre (Cottesloe Village) Precinct Structure Plan, this agreement between the parties, and the relationship for which is provides, terminates.
11. Execution of the Cottesloe Activity Centre (Cottesloe Village) Precinct Structure Plan will require the parties to consider an Amendment or Amendments to their respective Local Planning Schemes. The Scheme Amendment or Amendments should be consistent with the Cottesloe Activity Centre (Cottesloe Village) Precinct Structure Plan endorsed by the WAPC.
12. A development application or applications for any property within the Cottesloe Activity Centre study area received by the parties during the term of this MOU will be referred to the parties for comment if they:
  - a) Represent significant redevelopment of the Cottesloe Activity Centre (Cottesloe Village).
  - b) Are inconsistent with the existing Local Planning Scheme applying to the property.
  - c) Require determination by Council at a Council meeting.

### Governance

13. The *Draft Cott Village Precinct Plan* provides the preliminary framework to guide the development of the Cottesloe Activity Centre (Cottesloe Village) Precinct Structure Plan. The vision, objectives and principles in the *Draft Cott Village Precinct Plan* are the result of community consultation and input and represent community expectations for the possible redevelopment of the Cottesloe Activity Centre (Cottesloe Village) Precinct. Although changes to these elements of the *Draft Cott Village Precinct Plan* are not encouraged, built form parameters and land use controls may be revised following more detailed examination of the precinct study area and further community engagement.
14. A Project Steering Group (PSG) comprising of 4 members from the Town and 4 members from the Shire will be established to provide advice and direction on planning and infrastructure issues and proposals affecting the Cottesloe Activity Centre (Cottesloe Village) Precinct Structure Plan project in accordance with the PSG's Terms of Reference in Annexure 2.
15. A Project Facilitation Group (PFG), consisting of a staff representative from each of the parties and representatives from State Government agencies that have significant landholdings in the study area, will be established to provide technical expertise and input regarding future planning

for these landholdings to assist in the planning and coordination of any proposed changes under the Precinct Structure Plan as defined by the PFG's Terms of Reference in Annexure 3.

16. A Strategic Planning Project Officer has been engaged to arrange and coordinate the Project Steering Group and Project Facilitation Group meetings, including the provision of expert and technical advice to both Groups. This position concludes at the completion of the project unless it is otherwise determined by the Town or the Shire to retain the position for work separate to the Cottesloe Village Precinct Structure Plan project. The party choosing to retain the position is liable for any costs associated with the role.

### **Funding arrangement**

17. Any expenses incurred during the preparation of the Cottesloe Activity Centre (Cottesloe Village) Precinct Structure Plan will be subject to the funding structure below.
  - a) Town of Cottesloe to contribute 75% of all project costs
  - b) Shire of Peppermint Grove to contribute 25% of all project costs
18. An annual budget is to be prepared by the Town and the Shire in accordance with estimated project costs and funding structure listed in clause 17 a and b above. Annual budgets and variations are subject to respective Council endorsement by the parties.
19. The Town will manage project finances for the purposes of consolidating and administering project funds and contracts. The Shire will reimburse the Town quarterly. A monthly financial report is required to be presented to each CEO.
20. Duties undertaken by the Project Officer not associated with the Cottesloe Activity Centre (Cottesloe Village), which relate to other Town of Cottesloe town planning work or other Town duties, salary and overhead costs are to be allocated to the Town and met by the Town.
21. All contract procurement is to be done in accordance with the procurement policies of the Town, the Shire will be consulted when such procurement is undertaken.
22. Additional funding can be sought, and contributions made by parties outside this agreement, whether in kind, cash or grants. In the event additional funding is secured, the money will be added to the project budget and deductions made to the contributions required by the parties in the same funding structure as listed in clause 16 a) and b).
23. If contributions in-kind or grants are applied and awarded for project costs/items outside of the project budget, there will be no deduction to the funding contributions required by the parties. The in-kind/grant value will be administered by the Town, in consultation with the Shire, in accordance with the funding application. The benefit of the grant will be structured in the following way:
  - a) Town of Cottesloe to receive 75% of the benefit of any in-kind/grant funding for project costs/items outside of the project budget.

- b) Shire of Peppermint Grove to receive 25% of the benefit of any in-kind/grant funding for project costs/items outside of the project budget.

24. Any variation to the costs of any contract will require the authorisation of the parties.

### **Intellectual Property**

25. The parties will jointly own intellectual property developed in the preparation of the Cottesloe Activity Centre (Cottesloe Village) Precinct Structure Plan. All reports and materials produced will be copyright jointly to the parties.

### **Confidential information**

26. Members of the Council, PSG and PFG are required to ensure that any document or information (whether verbal 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, PSG or PFG.

### **Dispute Resolution**

27. Should a dispute arise over any aspect of the project, the parties will adopt the following procedures in an effort to negotiate a satisfactory resolution:
- a) Either party may request a meeting within 7 days of the disagreement to discuss the matter in dispute and negotiate a mutually acceptable resolution.
  - b) If the dispute cannot be resolved between the parties through direct communication following the initial meeting, the parties will appoint a mediator. The parties agree to equally share any fees and/or costs associated with the mediation process (50% each).
  - c) The parties are encouraged to undertake any recommendations made in mediation.
28. Any breach to this MOU will be dealt with through the dispute resolution process outlined in Clause 26 above. A breach to this MOU constitutes:
- a) Any of the terms of this agreement not being upheld.
  - b) The parties participating in abusive or discriminatory behaviour toward one another.
  - c) The parties' intentionally delaying progression of the Cottesloe Activity Centre (Cottesloe Village) Precinct Structure Plan through unreasonable behaviour, including procrastinating or avoiding provision of advice or direction on the project.

### **Definitions**

29. Any terms referred to in this document is to have the same meaning as in the Local Government Act 1995 and its Regulations, the Planning and Development (Local Planning Schemes) Regulations 2015, State Planning Policy No 7.0 – Design of The Built Environment and State Planning 7.2 – Precinct Design and Guidelines.

### **Signatories**

Dated this XXth day of Month 2022

Signed by the parties:

Town of Cottesloe

Name

Title

Signed

Shire of Peppermint Grove

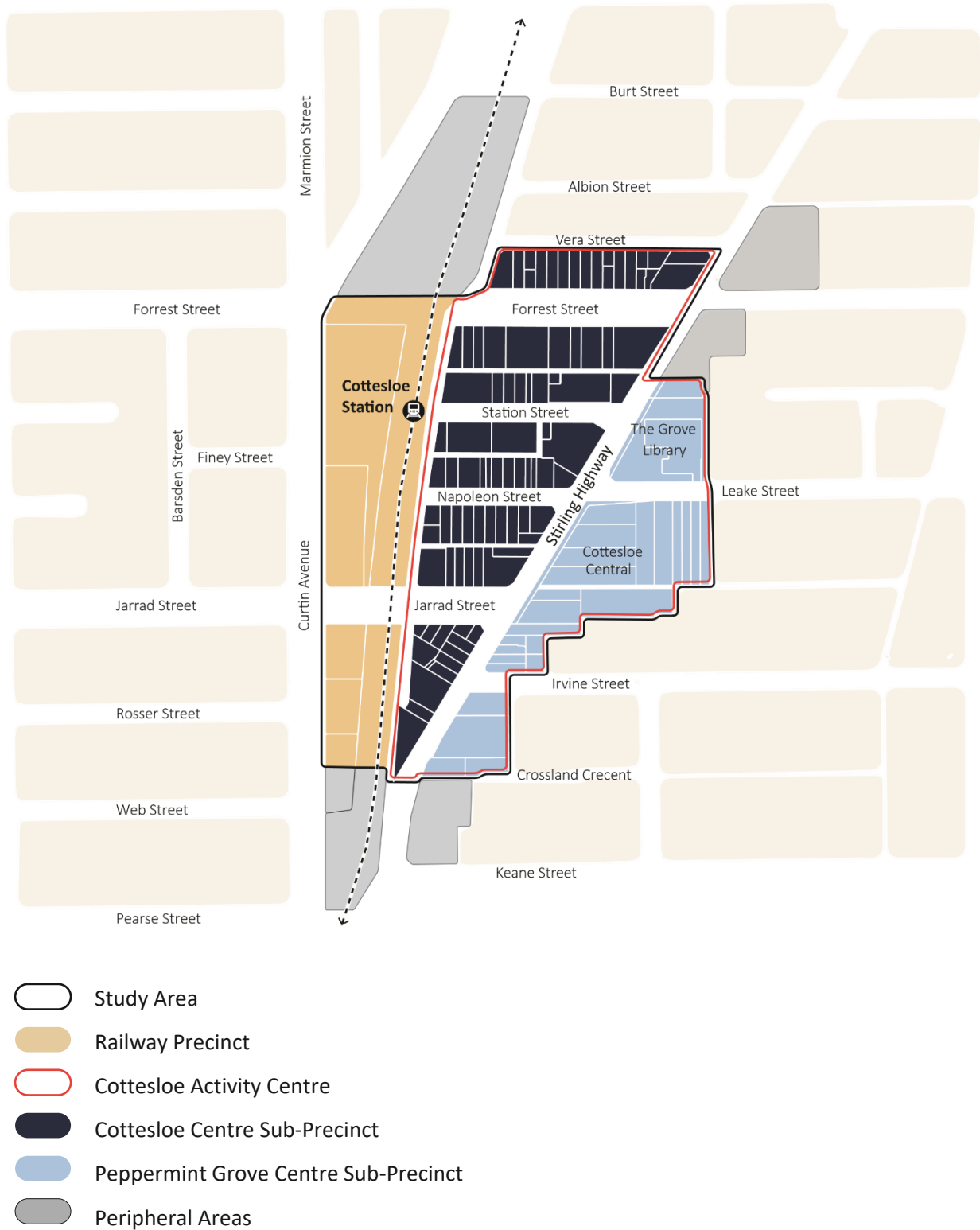
Name

Title

Signed

## Annexure One

### Project Study Area Boundary



## Annexure Two

### PSG Terms of Reference

## Project Steering Group Terms of Reference – Cottesloe Activity Centre (Cottesloe Village) Precinct Structure Plan

### 1. Background

The Cottesloe Activity Centre (Cottesloe Village) Precinct Structure Plan is a joint project between the Town of Cottesloe (the Town) and the Shire of Peppermint Grove (the Shire). The study area spans both Local Government Areas and includes land and facilities which are managed by State Government, independent of Local Government. The Cottesloe Activity Centre (Cottesloe Village) boundary extends west to Curtain Avenue and includes the Cottesloe Rail Station, as well as the residual railway lands west of the station which has previously been identified for infill development, and Stirling Highway. It spreads from Webb Street in the south to Vera Street in the north and includes the Cottesloe Central Shopping Centre and the Grove Library. The project area is considered perfectly suited for transit orientated development.

The Town Centre Zone that forms part of the Cottesloe Activity Centre (and neighbouring vacant railway land) has been the subject of a number of studies, strategies and policies, including an Enquiry by Design exercise undertaken in 2009, the Town and Local Centre Design Guidelines Policy adopted by Council in 2014 and the more recent Station Street Cottesloe Place Making Strategy adopted by Council in May 2017. In 2019, the need for an overarching strategic planning framework which considered the Cottesloe Activity Centre as a whole beyond Local Government boundaries was identified. An integrated Local Area Plan was prepared by the Town and the Shire, and during its early development was adapted and later released as the *Draft Cott Village Precinct Plan*. The *Draft Cott Village Precinct Plan* was developed with input from a number of specialist consultants and following a number of preliminary resident workshop sessions. The Town of Cottesloe Council at its meeting on 26 November 2019 unanimously approved the *Draft Cott Village Precinct Plan* for community comment and further consultation.

The *Draft Cott Village Precinct Plan* and technical reports developed as part of project are available to be viewed on the Town's website under Major Projects (<https://www.cottesloe.wa.gov.au/business-development/major-projects/cott-village-project-proposed-precinct-plan.aspx>).

Changes to the State Planning Framework, being the gazettal of State Planning Policy 7.2 Precinct Design and the associated Guidelines by the Western Australian Planning Commission (WAPC) in February 2021, has meant a Precinct Structure Plan is now required to set out the strategic planning considerations for the Cottesloe Activity Centre (Cottesloe Village). The aim is to complete the project and establish an overarching strategic planning framework for the Cottesloe Activity Centre ahead of a number of significant likely/imminent development proposals. The Precinct Plan is expected to be finalised within the next two to three years, with a

Scheme Amendment or Scheme Amendments to the Town and Shire's Local Planning Schemes included within this timeframe.

## **2. Purpose of Project Steering Group**

The purpose of the Project Steering Group is to work collaboratively as two Local Governments, for the promotion, advancement and re/development of the Cottesloe Activity Centre (Cottesloe Village). The Project Steering Group will manage project progression and performance by overseeing:

- Project costs and budget.
- Operation of the technical team in terms of quality and content of work.
- Project Gateway achievements, including providing feedback and direction on major design decisions.

## **3. Term**

This Terms of Reference is effective from the date of the first meeting and will be ongoing until terminated by agreement between the Town and Shire.

## **4. Membership**

The Project Steering Group will comprise of four representatives from the Town of Cottesloe and four representatives from the Shire of Peppermint Grove, as nominated below or by proxy if necessary.

- Town of Cottesloe Elected Member, Helen Sadler
- Town of Cottesloe Elected Member, Brad Wylynko
- Shire of Peppermint Grove Elected Member, Peter Macintosh
- Shire of Peppermint Grove Elected Member, Patrick Dawkins
- Town of Cottesloe CEO, Matthew Scott
- Shire of Peppermint Grove, CEO Don Burnett
- Town of Cottesloe Manager - Planning, Wayne Zimmermann
- Shire of Peppermint Grove Manager - Development Services, Joel Gajic

The Project Steering Group will have regard to State and Local policies and plans, and advocate for changes through available means where necessary, to better deliver an integrated and connected Cottesloe Activity Centre (Cottesloe Village).

## **5. Roles and Responsibilities**

The Project Steering Group is accountable for:

- Fostering collaboration between the two Local Government's, key stakeholders and Government Agencies.
- Removing obstacles to the project's successful delivery and adoption.
- Maintaining project performance within project scope and budget.



The membership of the Project Steering Group will commit to:

- Attending all scheduled Project Steering Group meetings and if necessary nominating a proxy.
- Taking action and making timely decisions so as to not delay the project.
- Notifying members of the Project Steering Group, as soon as practical, if any matter arises which may be deemed to affect the purpose of the Group.

Members of the Project Steering Group will expect:

- That each member will be provided with complete, accurate and meaningful information in a timely manner.
- To be given reasonable time to make key decisions.
- To be alerted to potential risks and issues that could impact the project, as they arise.
- Open and honest discussions, without resort to any misleading assertions.

## **6. Meetings**

All meetings will be chaired on a rotational basis from PSG members and rotated every 12 months.

Meetings will be held at the Town of Cottesloe, 109 Broome Street Cottesloe. When necessary, arrangements will be made to hold the meeting using audio visual communication (i.e. during a COVID-19 lockdown).

As required, and with prior agreement of the Chair, specialist consultants, other stakeholders or senior technical officers from government agencies can attend a Project Steering Group meeting to brief the Project Steering Group.

Decisions made by the Project Steering Group are to be made by consensus (i.e. members are satisfied with the decision even though it may not be their first choice). If consensus is not possible and the vote is tied, the Project Steering Group chair will have a casting vote to make the final decision. Should a dispute arise over any aspect of the project, the parties will adopt the process for dispute resolution in the agreed Memorandum of Understanding.

Meeting agendas and minutes will be provided by the Town of Cottesloe, this includes:

- Preparing agendas and supporting papers.
- Preparing meeting notes and information.

Meetings will be held as required but no more than once per month. Meetings are to be advised at least 28 days in advance of the proposed date, with agenda papers to be prepared and circulated one week prior to a meeting.

Additional or change of meeting dates meetings may be arranged through consultation with the chair, and then at a time convenient to Project Steering Group members.

## **7. Meeting Code of Conduct**

Project Steering Group meetings are intended to provide a forum within which to discuss and resolve project issues to achieve positive outcomes for the Cottesloe Activity Centre (Cottesloe Village). The meetings will be conducted in accordance with the Town of Cottesloe's Council Members, Committee Members and Candidates Code of Conduct.

Any information presented in the meetings or in the agendas, including comments should be clearly marked as confidential, and unless it is identified as public information, should not be shared or circulated outside the Project Steering Group without permission of the Chair.

The Chair will ensure all members have an opportunity to raise and discuss their view/s and will encourage discussion to focus on evidence and proposed future changes, rather than resort to what is existing due to past policies, practices and decisions.

In respect to decisions made by Project Steering Group, where there are points of disagreement or difference of opinion, the chair is to invite a show of hands and to note the vote when reporting the resolved position.

#### **8. Media Communications**

The CEO's of the Town and the Shire are authorised to make statements to the media or comment on the work of the Project Steering Group on social media platforms.

#### **9. Confidentiality**

Project Steering Group members are to abide by the Town of Cottesloe's Council Members, Committee Members and Candidates Code of Conduct, and to maintain confidence of information shared and presented to the group and shall refrain from comment or circulation of material beyond the Project Steering Group, Council or Administration.

All members are required to respect that information about the Project Steering Group is not in the public domain until a formal decision or adoption of a plan has been agreed or is consistent with an adopted communication plan.

#### **10. Amendment, Modification or Variation**

This Terms of Reference may be amended, varied or modified in writing after consultation and agreement by Project Steering Group members.

## Annexure Three

### PFG Terms of Reference

## Project Facilitation Group Terms of Reference - Cottesloe Village Project

### 1. Background

The Cott Village Precinct Plan is a joint project between the Town of Cottesloe and the Shire of Peppermint Grove. The study area spans two local government areas and includes land and facilities which are managed by State government independent of local government, including the residual railway lands surrounding Cottesloe Rail Station, which has previously been identified for infill development. The Cott Village Precinct study boundary extends west to Curtin Avenue and spans the railway and Stirling Highway. It also extends from Webb Street in the south to Vera Street in the north and includes the Cottesloe Central Shopping Centre and the Grove Library. It is considered perfectly suited for a transit orientated development.

The draft and technical reports are available to be viewed on the Town's website under Major Projects (<https://www.cottesloe.wa.gov.au/business-development/major-projects/cott-village-project-proposed-precinct-plan.aspx>).

The Town Centre Zone that forms part of the Precinct (and neighbouring vacant railway land) has been the subject of a number of studies, strategies and policies, including an Enquiry by Design exercise undertaken in 2009, the Town and Local Centre Design Guidelines Policy adopted by Council in 2014 and the more recent Station Street Cottesloe Place Making Strategy adopted by Council in May 2017.

The residual railway lands to the west of the Precinct, between Curtin Avenue and Railway Street (Development Zone E), also represent a major consideration in any future development of the precinct, specifically in terms of east-west connectivity, transit orientated development opportunities and the implementation of a targeted density approach.

The aim is to complete the project and establish an overarching strategic planning framework for the Precinct ahead of a number of significant likely/imminent development proposals. The Precinct Plan is expected to be finalised within the next two to three years.

The Town of Cottesloe Council at its meeting on 26 November 2019 unanimously approved a Draft Cottesloe Village Precinct Plan for community comment and further consultation. The draft Precinct Plan was developed with input from a number of specialist consultants and following a number of preliminary resident workshop sessions. Community comment was invited for an extended period earlier this year and submissions are being evaluated and it is intended that a report be presented to Council by end of this year or early next year.

### 2. Purpose of Project Facilitation Group

The purpose of the Project Facilitation Group is to work collaboratively in a whole-of-government manner within the project area to:

- Examine and develop design based solutions to issues affecting the development of the Cottesloe Village Centre to enable it to achieve its potential to accommodate transit orientated development and deliver quality infill with amenity by creating a village-style mix of open space, housing, workplaces and other suitable land uses.
- Unlock the development potential for underutilised State Government landholdings in the project area and provide a design response to these sites that will assist in the rejuvenation and future growth of the Cottesloe Village.
- Source and share information about the local community, the planning, infrastructure and design in shaping a cohesive centre, to enable informed decisions to be made for all landholdings in the project area, including the government landholdings and facilities.

### **3. Term**

This Terms of Reference is effective from the date of the first meeting of the Project Facilitation Group and will be ongoing until terminated by agreement between parties.

### **4. Membership**

The Project Facilitation Group will comprise of representatives from:

- Town of Cottesloe
- Shire of Peppermint Grove
- Public Transport Authority
- Department of Transport
- Main Roads WA
- Department of Planning, Lands and Heritage
- METRONET
- Western Power
- WA Police
- Other agencies/organisations invited as required.

The Project Facilitation Group will have regard to state and local policies and plans, and advocate for changes where necessary to better deliver an integrated and connected Cottesloe centre. It will be chaired by the Town of Cottesloe and Shire of Peppermint Grove on a rotational basis.

### **5. Roles and Responsibilities**

The Project Facilitation Group is accountable for:

- Fostering collaboration.
- Removing obstacles to the project's successful delivery and adoption.
- Maintaining at all times the focus of the Group on the agreed scope, outcomes and benefits of the project.
- Monitoring and managing the factors outside the Group's control that are critical to its success.

The membership of the Project Facilitation Group will commit to:

- Attending all scheduled Project Facilitation Group meetings and if necessary nominating a proxy
- Sharing all communications and information across all Project Facilitation Group members
- Taking action and making timely decisions so as to not delay the project
- Notifying members of the Project Facilitation Group, as soon as practical, if any matter arises which may be deemed to affect the purpose of the Group

Members of the Project Facilitation Group will expect:

- That each member will be provided with complete, accurate and meaningful information in a timely manner
- To be given reasonable time to make key decisions
- To be alerted to potential risks and issues that could impact the project, as they arise
- Open and honest discussions, without resort to any misleading assertions
- Ongoing 'health checks' to verify the overall status and 'health' of the network.

## **6. Meetings**

All meetings will be chaired by the Town of Cottesloe and the Shire of Peppermint Grove on a rotational basis.

Meetings will be held at either the Town of Cottesloe administration centre, 109 Broome Street Cottesloe or the Shire of Peppermint Grove 1 Leake Street Peppermint Grove. When necessary, arrangements will be made to hold the meeting using audio visual communication.

Project Facilitation Group members can either attend meetings in person or participate by using a telephone, or audio visual communication, or any other means of instantaneous communication.

When necessary and with prior agreement of the Chair, specialist consultants, other stakeholders or senior technical officers from other government agencies can attend on behalf of, or in addition to a member, to brief the Project Facilitation Group.

Decisions made by Project Facilitation Group are to be made by consensus (i.e. members are satisfied with the decision even though it may not be their first choice). If not possible, Project Facilitation Group chair makes final decision.

Meeting agendas and minutes will be provided by the Project Officer, this includes:

- preparing agendas and supporting papers.
- preparing meeting notes and information.

The agenda for a Project Facilitation Group meeting is to be circulated 1 week prior to meeting. The date and time of meetings is to be agreed at least 6 months' in advance.

Meetings will be held as required but no more than once per month. Meetings are to be advised at least 14 days in advance of the proposed date, with agenda papers to be prepared and circulated one week prior to a meeting.

Additional meetings may be arranged outside of these times at a time convenient to Project Facilitation Group members.

## **7. Meeting Code of Conduct**

The Group meetings are intended to provide a forum within which to discuss and resolve planning issues to achieve positive outcomes for the Cottesloe Village Centre.

Any information presented in the meetings or in the agendas, including comments should be clearly marked as confidential, and unless it is identified as public information, should not be shared or circulated outside the Project Facilitation Group without permission of the Chair.

The Chair will ensure all members have an opportunity to raise and discuss their view and will encourage discussion to focus on evidence and changed future, rather than a resort to what is existing or due to past policies and practices.

In respect to decisions made by Project Facilitation Group where there are points of disagreement or difference of opinion the chair is to invite a show of hands and to note the vote when reporting the resolved position.

## **8. Media Communications**

No members of the Project Facilitation Group are authorised to make statements to the media or comment on the work of the Project Facilitation Group on social media platforms.

## **9. Confidentiality**

Project Facilitation Group members are to abide by strict code to maintain confidence of information shared and presented to the group and shall refrain from comment or circulation of material beyond the Project Facilitation Group.

All members are required to respect that information about the group is not in the public domain until a formal decision or adoption of a plan has been agreed or is consistent with an adopted communication plan.

## **10. Amendment, Modification or Variation**

This Terms of Reference may be amended, varied or modified in writing after consultation and agreement by Project Facilitation Group members.