

MEMORANDUM OF UNDERSTANDING
SOUTH WEST JOINT DESIGN REVIEW PANEL

PARTIES

SHIRE OF AUGUSTA-MARGARET RIVER

AND

CITY OF BUNBURY

AND

CITY OF BUSSELTON

AND

SHIRE OF COLLIE

AND

SHIRE OF HARVEY

THIS MEMORANDUM OF UNDERSTANDING dated the ____ day of _____ 2022 is made between:

The SHIRE OF AUGUSTA-MARGARET RIVER, a local government constituted pursuant to the provisions of the Local Government Act 1995 and having its Municipal offices situated at 41 Wallcliffe Road, Margaret River in the State of Western Australia ("Augusta-Margaret River") of the one part

AND

The CITY OF BUNBURY, a local government constituted pursuant to the provisions of the Local Government Act 1995 and having its Municipal offices situated at 4 Stephen Street, Bunbury in the State of Western Australia ("Bunbury") of the one part

AND

The CITY OF BUSSELTON, a local government constituted pursuant to the provisions of the Local Government Act 1995 and having its Municipal offices situated at 2 Southern Drive, Busselton in the State of Western Australia ("Busselton") of the one part

AND

The SHIRE OF COLLIE, a local government constituted pursuant to the provisions of the Local Government Act 1995 and having its Municipal offices situated at 87 Throssell Street, Collie in the State of Western Australia ("Collie") of the one part

AND

The SHIRE OF HARVEY, a local government constituted pursuant to the provisions of the Local Government Act 1995 and having its Municipal offices situated at 102 Uduc Road, Harvey in the State of Western Australia ("Harvey") of the one part

A BACKGROUND

1. *State Planning Policy 7.0 Design of The Built Environment (SPP7.0)* sets out the objectives, measures, principles and processes which apply to the design and assessment of built environment proposals through the Western Australian planning system. It also provides the overarching framework for a range of supporting State Planning Policies that provide design quality guidance for specific types of planning and development proposals.
2. Design review is an independent and impartial evaluation process through which a panel of experts on the built environment assesses the design of a proposal.
3. SPP7.0 states that planning authorities, including local government, should establish or arrange access to design review processes to review complex planning proposals, those proposals identified as benefitting from design review, or as set out in the *Planning and Development (Local Planning Schemes) Regulations 2015* or recommended in the WAPC's *Design Review Guide*.
4. The WAPC's *Design Review Guide* works with SPP7.0 to assist local governments with the establishment and operation of design review panels, and supports consistency in the design review processes already in operation across the State.
5. Augusta-Margaret River, Bunbury, Busselton, Collie, Harvey, are a collective group of Local Governments within the South West Region of Western Australia who recognise the potential to establish a South West Joint Design Review Panel to assist in the assessment of development applications, structure plans and local planning policy.
6. These parties have agreed to work collaboratively to establish and run a South West Joint Design Review Panel (SW DRP).
7. For the purposes of this document only, the parties shall be collectively known as the "South West Joint Design Review Panel Group".

B AGREED TERMS

8. In this MOU, unless the context requires otherwise:

Chief Executive Officers means the same as defined in the *Local Government Act 1995* as amendment from time to time, limited to those Chief Executive Officers of the local governments participating in the SW DRP.

Commencement Date means the date of the execution of this MOU or such other date agreed in writing between the Parties.

Confidential Information means all know-how, financial information and other commercially valuable information in whatever form and of whatever description which a Party claims is confidential to itself and includes all other such information that may be in the possession of a Party. It does not include information which is already in the public domain or which is required by law to be released.

Contact Officer means an officer of a Party who is formally empowered by that Party to be the first point of contact for the purpose of this MOU.

Design Review means an independent and impartial evaluation process through which a panel of experts on the built environment assesses the design of a proposal.

Group means the SW DRP Group.

MOU means the Memorandum of Understanding.

Party / Parties means the local governments of Augusta-Margaret River, Bunbury, Busselton, Collie and Harvey and other south west region local governments added or removed in accordance with the processes set out in the MOU.

Senior Officers Group means executive level planning staff or Chief Executive Officers of the local authorities party to the MOU.

SPP7.0 means State Planning Policy 7.0 Design of The Built Environment.

Structure Plan means a standard structure plan or a precinct structure plan:

- precinct structure plan means a plan for the coordination of future subdivision, zoning and development of an area of land;
- standard structure plan means a plan for the coordination of future subdivision and zoning of an area of land.

Terms of Reference means the agreed terms setting out the role of a design review process, design review panels and the status of their advice, principles of design review, membership, governance remuneration and other operational aspects of a Design Review Panel.

WAPC means Western Australian Planning Commission.

C PURPOSE

9. This Memorandum of Understanding ("MOU") will provide, on a non-legally binding basis, an outline of the expectations of the Parties, their respective roles and responsibilities and detail the governance and working arrangements to achieve the agreed objectives.

D PRINCIPLES AND OBJECTIVES

10. The Group believes a collaborative approach will facilitate and promote the following objectives:
 - To establish a design review panel to provide independent expert design advice on development applications, structure plans and local planning policies within the municipal boundaries of the parties;
 - Demonstrate regional leadership to deliver quality development outcomes, a reduction in time and cost through early identification of issues, and progressive certainty provided through collaborative resolution of planning and design issues;
 - To equitably share ongoing administration and design review panel member sitting costs.

E OUTLINE OF GENERAL OPERATING APPROACH

11. In order to pursue the objectives listed above the parties comprising the Group will maintain a close working relationship in a transparent manner that recognises each Party's statutory and operating requirements in a cooperative manner that:
 - Encourages open communication to achieve the intended outcomes and common goals and objectives;
 - Enables the sharing and pooling of resources to achieve the intended outcomes and common goals and objectives. The in-kind and financial support provided by each of the Parties to progress the intent of the group will be agreed in a collaborative manner and in

good faith to ensure equitable outcomes for all;

- Delegates authority for operational requirements to achieve the objectives of the group to the Senior Officers Group; a sub-group of the Group consisting of Chief Executive Officers and Executive level staff in each participating local government; and
- Enables Chief Executive Officers and Shire Presidents/Mayors to respond expeditiously to the respective decision-making processes of their local government by progressing the matters as soon as reasonably possible through the appropriate local government processes as required.

F SCOPE OF ACTIVITIES

12. The South West Joint Design Review Panel Group will undertake activities consistent with an agreed Terms of Reference.
13. The Terms of Reference scope of activities will be reviewed and adopted by the Group every two (2) years from the commencement date of this MOU.

G PUBLIC RELEASE OF INFORMATION

14. Subject to the provisions of paragraph 15, the Parties to this MOU will collaborate to ensure consistent and timely public releases of information.
15. Each party undertakes to keep confidential and not disclose to any person information that may be of a sensitive nature unless provided with the agreement of all other Parties.

H AMENDMENT AND REVIEW

16. The Parties will monitor the arrangements applying to this MOU and Terms of Reference on an ongoing basis and may through the exchange of letters between all the respective Chief Executive Officers and approval by the Group, modify the MOU and Terms of Reference.
17. Notwithstanding the provisions of 16 above the Parties will formally review the MOU and Terms of Reference within two (2) years from the date of the document to ascertain whether the need for the South West Joint Design Review Panel Group is still required or necessary.
18. Through an exchange of letters between all the represented Chief Executive Officers and approval by the Group, local governments within the South West Region may be added to or removed from this MOU and the SW DRP.

I PARTNERSHIP AND MOU NOT EXCLUSIVE

19. Nothing in this MOU prevents any Party from establishing relationships with other groups or entities to progress additional priorities or related areas of interest.
20. Under circumstances where it could be reasonably expected, Parties establishing such relationships with other groups or entities shall keep the Group informed of such action.

J GENERAL

21. Each Party will do all things and execute all further documents reasonably necessary to give full effect to this MOU.

22. Nothing in this MOU constitutes the local governments of Augusta-Margaret River, Bunbury, Busselton, Collie or Harvey as an agent, employee, director, partner or joint venture of the other Parties.
23. Nothing in this MOU authorises any Party to incur any obligation on behalf of the other Parties.

K COSTS

24. Each Party will pay its own costs and expenses in respect to the negotiation, preparation, execution and delivery of this MOU.
25. Each Party will pay its proportionate share of costs associated with the establishment of the SWDRP including advertising an Expression of Interest, member appointment and reappointment as necessary.
26. Each party will pay a proportionate share of the remuneration and costs for a design review panel meetings held, relative to the number of matters presented for consideration. Parties that do not present an item will not incur any cost other than those outlined at 24 and 25 above.
27. Hosting of SW DRP meetings, including agenda preparation, circulation and minuting meeting will be shared equally between the City of Bunbury, City of Busselton and the Shire of Augusta Margaret River on a rotational basis, or as per an alternative agreement between the City of Bunbury, City of Busselton and the Shire of Augusta Margaret River.
28. The hosting arrangements at provision 27 above will be reviewed should additional Parties join the South West Joint Design Review Panel Group.

L NOT LEGALLY BINDING

27. The terms of this document are not legally binding on each or all of the parties and no legal partnership, joint venture or any legal privity is intended or implied. No party will represent to any third/outside party that it has authority to bind the other parties to the Group.

M DISCONTINUANCE

28. Any party seeking to withdraw from the Group is to provide not less than thirty (30) days notice in writing to the Group of its intention to withdraw from the Group and will use reasonable endeavours to ensure that its withdrawal does not impact on the viability or continued objectives of the Group.

N DISPUTE RESOLUTION

29. The Parties must first attempt to resolve any dispute arising between them in relation to any matter subject of this MOU by way of conference and negotiation. The Parties must confer and negotiate within fourteen (14) days of receiving a notice from the other Party setting out the nature of the dispute.
30. If the issue cannot be resolved by negotiation then matter is to be conferred, deliberated and resolved by the Senior Officers Group.

EXECUTED by the parties as set out below.

Signed for and on behalf of)
the Shire of Augusta-Margaret River)

Name: Stephanie Addison-Brown

Position: Chief Executive Officer

Date: 21 June 2022

Signed for and on behalf of)
the City of Bunbury)

Name: Mal Osborne

Position: Chief Executive Officer

Date: 27th June 2022

Signed for and on behalf of)
the City of Busselton)

Name: Tony Nottle

Position: Acting Chief Executive Officer

Date: 01 July 2022

Signed for and on behalf of)
the Shire of Harvey)

Name: Annie

Position: Riordan

Date: 2022.07.13

Digitally signed by

Annie Riordan

Date: 2022.07.13

16:44:52 +08'00'

Signed for and on behalf of)
the Shire of Collie)

Name: Stuart Devenish

Position: Chief Executive Officer

Date: 15 July 2022

Attachment 1

South West Joint Design Review Panel - Terms of Reference 2022