

City of Joondalup

Request for Expressions of Interest

Commercial/Office Development of City Owned Property

Version	Date	Status	Amendments/Comments	Distributed by:
11	8 Oct 2012	Draft	Post Office Development Committee Mtg	B Olivier

Request for Expressions of Interest

SITE:	Lot 496 (70) Davidson Terrace Joondalup WA 6027 AND/OR Lot 507 (90) Boas Avenue Joondalup WA 6027
CLOSING TIME:	11.00am WST, [INSERT DATE]
ADDRESS FOR DELIVERY:	City of Joondalup 90 Boas Avenue JOONDALUP WA 6027
ENQUIRIES:	Blignault Olivier Manager City Projects Telephone: (08) 9400 4201

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Request for Expressions of Interest

1. INTRODUCTION

1.1 The Opportunity

- (a) The City invites Proposals for the development of the Site, as a multi-storey, commercial/office development with a ground floor retail component.
- (b) The City is currently liaising with the State Government with the object of securing a Government Department as an anchor tenant for the office accommodation component of the Project.
- (c) The City seeks Proposals that will result in the Respondent and the City jointly owning the Property, but not in equal shares.
- (d) Following assessment of Proposals, the City may enter into negotiations with a Preferred Respondent.
- (e) If negotiations with the Preferred Respondent are mutually acceptable, the City intends to enter into the MOU with the Preferred Respondent.

1.2 The City of Joondalup

The City of Joondalup is in the fast growing north west corridor of Perth, with its southern boundary located just 15kms from the Central Business District of Perth. With a population of approximately 162,000 and a total land area of approximately 99 square kilometres, the City is the second largest local government in Western Australia by population.

Schedule 7 contains information regarding the City of Joondalup.

1.3 Industry Briefing

- (a) The City may conduct an industry briefing regarding the Project.
- (b) The City will give notice of the proposed location, date and time of any industry briefing regarding the Project.

1.4 City's Representative

All communication in relation to this Request must be with the City's Representative named below.

City's Representative

Name: *Blignault Olivier*
Title: *Manager City Projects*

Telephone: (08) 9400 4201

Facsimile: (08) 9300 1333

Email: Blignault.olivier@joondalup.wa.gov.au

1.5 Terms and Conditions for the EOI Process

- (a) The Terms and Conditions (and the words and phrases defined in the Terms and Conditions) are incorporated into this Request.
- (b) By submitting a Proposal in response to this Request, the Respondent agrees to be bound by the Terms and Conditions.

2. PROJECT DETAILS

2.1 An Iconic Development

It is envisaged that the Project will provide the City with a state of the art building, iconic in appearance, providing a unique statement that promotes Joondalup as a City in its own right.

2.2 The Building

- (a) The Project is to design and construct a landmark multi-storey commercial/office building (or buildings) on the Site.
- (b) The building must meet high levels of environmentally sustainable design (aspirational 5 Green Star rating), while at the same time meeting the functional requirements of office space for a State Government or private sector anchor tenant as well as providing commercial accommodation within the City Centre.
- (c) Consistent with the Project Specifications, the design of the building must:
 - (i) *Environmental* – incorporate, as a minimum, Australian best practice environmentally sustainable design that minimises the environmental foot print of the building;
 - (ii) *Environmental* – integrate environmentally sustainable design principles in accordance with the City of Joondalup's Environmentally Sustainable Design for City Buildings Policy;
 - (iii) *Environmental* – embrace contemporary architecture that is not subject to 'dating' over time;
 - (iv) *Social* – create a workplace that is functionally and aesthetically aligned with the needs of its tenants;
 - (v) *Social* – embrace 'employer of choice' objectives and perpetuate a positive contribution to the community;

- (vi) *Social* – embrace the principles and strategies of TOD and CPTED;
- (vii) *Social* - create a sense of civic presence that promotes interest and vitality within the heart of the City;
- (viii) *Economic* – *optimise capital investment costs in the construction of the building while ensuring the highest levels of efficiency in design; and*
- (ix) *Economic* – invest in new technology, efficiency and cost saving measures that minimise recurrent operational costs.

2.3 The City's Project Objectives

- (a) The City's principal objective in relation to the Project is to ensure the development of a high quality, environmentally sustainable, landmark building (or buildings) on the Site.
- (b) The City's strategic objectives in relation to the Project are to:
 - (i) encourage the development of the City Centre;
 - (ii) increase employment opportunities within the City;
 - (iii) encourage a range of innovative and high quality urban development projects within the City;
 - (iv) encourage the development of landmark buildings within the City Centre;
 - (v) enhance the vitality and vibrancy of the City Centre;
 - (vi) increase the number of people attracted to the City Centre for work, retail and commercial purposes and thereby provide existing and future businesses with a constant and increasing customer base;
 - (vii) entice businesses, commercial operators and Government agencies to relocate to a fast growing area surrounded by existing infrastructure with an increasing population base; and
 - (viii) achieve employment self sufficiency and reduced travel distances for employees living in outer and middle sectors of Perth, while also providing a recognisable business address.
- (c) The City's financial objectives in relation to the Project are to:
 - (i) create a revenue source for the City other than rates, by generating a rental income for the City; and
 - (ii) make a reasonable return for the City over the life of the Project.

2.4 Project Site

The following three Site options exist:

- (a) Option 1 – the Site is:
- (i) owned by the City in freehold;
 - (ii) located at 70 Davidson Terrace, Joondalup;
 - (iii) more particularly described as Lot 496 on Deposited Plan 86903 being the whole of the land described in Certificate of Title Volume 2041, Folio 886;
 - (iv) zoned ‘Central City Area’ under the Metropolitan Region Scheme;
 - (v) zoned ‘Centre’ under the DPS;
 - (vi) currently occupied by Lotteries House on its southern portion with the Boas Avenue car park occupying the northern portion; and
 - (vii) the City has nominated this Site to the State Government as a possible site for decentralised accommodation for one or more government departments.
- (b) Option 2 – the Site is:
- (i) owned by the City in freehold;
 - (ii) located at 90 Boas Avenue, Joondalup;
 - (iii) more particularly described as Lot 507 on Deposited Plan 86912 being the whole of the land described in Certificate of Title Volume 2041 Folio 681;
 - (iv) zoned ‘Central City Area’ under the Metropolitan Region Scheme;
 - (v) zoned ‘Centre’ under the DPS; and
 - (vi) currently occupied by the City’s Administration Building on its southern portion with the City’s Administration car park occupying the northern portion.
- (c) Option 3 – the Site is all of the land described in (a) and (b) above.

2.5 Regulatory Planning Framework

- (a) The development of the Site is subject to the provisions of:
- (i) the DPS;
 - (ii) the draft Joondalup City Centre Structure Plan;
 - (iii) the Joondalup City Centre Development Plan and Manual; and
 - (iv) the relevant City of Joondalup Planning Policies.

- (b) The Respondent should ensure that they are familiar with the requirements of each of these documents.

2.6 Preferred Project Structure

- (a) The City's preference is that the successful Respondent and the City will jointly own the Property upon completion of the Project.
- (b) The relative ownership share of the City and the successful Respondent in the Property upon completion will be determined based generally on the contribution of each party to the development.
- (c) Further details of the City's Preferred Project Model are set out in Schedule 6
- (d) The City will consider alternative structures provided that the structure complies with the City's obligations under the *Local Government Act 1995 (WA)*.

Note to Respondents: An incorporated joint venture is not permitted under the *Local Government Act 1995 (WA)* and an unincorporated joint venture between the City and the Respondent is not likely to be acceptable to the City.

3. PROPOSAL REQUIREMENTS

3.1 Proposal Structure

Proposals must:

- (a) Contain the completed and properly executed Proposal Form;
- (b) Address the Criteria;
- (c) Assume that the City has no knowledge of the Respondent, its activities, experience or any previous work undertaken by the Respondent for the City; and
- (d) Not include corporate marketing brochures or similar materials in a Proposal unless relevant to the written material.

3.2 Proposal Form

The Respondent must complete, sign and submit the Proposal Form. If the Respondent comprises more than one entity then each entity must sign the Proposal Form.

3.3 Criteria

The City will, in its assessment, consider the information provided by Respondents in response to the following Criteria:

Criteria	Information Requirement from Respondents
<i>Site Option</i>	The Respondent must state its preferred Site Option (see clause 2.4) and indicate how the existing infrastructure will be addressed.
<i>Financial Capability</i>	The Respondent must demonstrate it has the financial strength, capacity and capability to successfully deliver the Project.
<i>Project Specifications</i>	The Respondent must demonstrate an understanding of the Project Specifications and its proposed solution for satisfying the Project Specifications.
<i>City's Project Objectives</i>	The Respondent must demonstrate an understanding of the City's Project Objectives and set out its proposed solution for satisfying these objectives.
<i>Skills, Experience and Capacity</i>	The Respondent will be assessed on the degree to which the Respondent and its key employees have the skills, capacity and experience to deliver the Project. Examples of the delivery of similar projects are to be provided.
<i>Key Contractors</i>	The Respondent must provide details of the Key Contractors that are likely to be engaged to assist the Respondent to successfully deliver the Project. Evidence of the Key Contractor's agreement to be named in the Proposal must also be provided.
<i>Estimated Project Costs and Benefits</i>	The Respondent must address the Estimated Project Costs and Benefits.
<i>MOU Compliance</i>	<p>The Respondent must confirm whether it will agree to the terms of the proposed MOU.</p> <p>Respondent to complete:</p> <p><i>Does the Respondent agree to comply with the terms of the proposed MOU?</i></p> <p>(Yes / No)</p> <p><i>If no, the Respondent must submit:</i></p> <p>A copy of the proposed MOU with the Respondent's proposed changes tracked.</p>

<p><i>Project Model Compliance</i></p>	<p>The Respondent must confirm whether it will comply with the terms of the Preferred Project Model.</p> <p>Respondent to complete:</p> <p><i>Does the Respondent agree to comply with the Preferred Project Model?</i> (Yes / No)</p> <p><i>If no, the Respondent must submit details of the alternative model/transaction structure that is being proposed.</i></p>
<p><i>Disclosure – Criminal Convictions</i></p>	<p>The Respondent must disclose whether:</p> <ul style="list-style-type: none"> (a) the Respondent; (b) any Director or Officer of the Respondent; or (c) any Specified Personnel, <p>have at any time been disqualified as a director by the Australian Securities and Investments Commission or have been convicted of a criminal offence that:</p> <ul style="list-style-type: none"> (a) involves any element of fraud or dishonesty; or (b) is punishable by imprisonment for a term of five (5) years or more. <p>The Respondent need not disclose convictions that are spent convictions under the <i>Spent Convictions Act 1988</i> (WA) or equivalent legislation of another State or Territory of Australia.</p> <p>Respondent to complete:</p> <p><i>Has any person described above been convicted of a criminal offence of the type described above?</i> (Yes / No)</p> <p><i>If yes, the Respondent must provide details.</i></p>
<p><i>Disclosure – Conflicts of Interest</i></p>	<p>The Respondent must disclose whether with respect to:</p> <ul style="list-style-type: none"> (a) the Respondent; (b) any Director or Officer of the Respondent; or (c) any Specified Personnel, <p>there are any circumstances, arrangements or understandings which constitute or may reasonably be considered to constitute an actual or potential conflict of interest with the Respondent's obligations under this Request.</p> <p>Respondent to complete;</p>

	<p><i>Has any person described above a conflict of interest?</i></p> <p><i>(Yes / No)</i></p> <p><i>If yes, the Respondent must provide details.</i></p>
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4. SUBMISSION OF PROPOSALS

4.1 Lodgement Details

- (a) Respondents may only lodge Proposals:
 - (i) by hand; or
 - (ii) by post.
- (b) Respondents who lodge Proposals by hand or by post must lodge Proposals identified as “*EOI: Redevelopment of 70 Davidson Terrace*” at the following address:

By Post: City of Joondalup
PO Box 21
JOONDALUP WA 6919

By Hand: City of Joondalup
90 Boas Avenue
JOONDALUP WA 6027
- (c) The Respondent must submit both:
 - (i) at least five (5) hard copies of its Proposal (with all plans and diagrams A3 size or larger); and
 - (ii) an electronic copy of its Proposal (by either USB thumb drive or CD/DVD disc).

4.2 Closing Time

The closing date and time for lodgement of Proposals is before [XX] AM/PM Australian Western Standard Time, on [INSERT].

4.3 Late Lodgement

Conditions regarding the submission of Proposals (including late lodgement) are set out at clause 2.2(c) of the Terms and Conditions.

5. EVALUATION OF PROPOSALS

5.1 Evaluation Process

Without limiting the City's right to vary or abandon the EOI Process in accordance with the Terms and Conditions, the City intends to evaluate Proposals and to select the successful Respondent broadly in accordance with the following process:

- (a) the City will conduct an initial evaluation of the Proposal against:
 - (i) the Criteria; and
 - (ii) the extent to which the Proposal:
 - A. is clear and comprehensive;
 - B. contains all information required by this Request;
 - C. responds consistently to each of the Criterion; and
 - D. any other information available to the City concerning the Respondent or the Proposal;
- (b) the City may, following the initial evaluation, decline to further consider any Proposal;
- (c) the City may issue clarification questions to all Respondents or selected Respondents, and take into account any responses to clarification questions submitted by Respondents;
- (d) the City may rank all Respondents, or rank a selection of Respondents, in accordance with section 5.1(a);
- (e) the City may appoint the highest ranked Respondent as the Preferred Respondent;
- (f) if the City appoints a Preferred Respondent, the City will conduct negotiations with the Preferred Respondent and if the negotiations are successful, the City may enter into the MOU with the Preferred Respondent; and
- (g) the City may, in accordance with the Terms and Conditions, suspend negotiations with the then Preferred Respondent at any stage, and may appoint another Respondent as the Preferred Respondent.

5.2 Indicative Timetable

Details of the anticipated timing for the Expression of Interest phase of the Project are provided in the timetable below. This timetable is indicative only and the City reserves the right to change the timetable in its absolute discretion.

Event	Target Date
Request Phase	
Release of Request	[TBA]
Briefing session for prospective Respondents	Not more than one (1) month after the release of the Request.
Closing Time for Proposals	Three (3) months after Release of Request.
Evaluation Phase	
Evaluation of Proposals	Two (2) months after the closing time for proposals.
Selection and Execution of MOU	
Selection of Preferred Respondent	Three (3) months after the closing time for proposals.
Execution of MOU	Five (5) months after the closing time for proposals.

Schedule 1 – Terms and Conditions

1. Definitions and Interpretation

1.1 Definitions

Addendum	means modifications or clarifications to this Request issued by the City pursuant to clause 5 of the Terms and Conditions.
Associates	means officers, agents, advisers, consultants, contractors, nominees, licensees, or employees.
Business Day	means any day other than: <ul style="list-style-type: none"> (a) a Saturday or Sunday; or (b) a holiday for Perth gazetted in the <i>Public and Bank Holidays Act 1972 (WA)</i>.
City	means the City of Joondalup.
City Centre	means the Joondalup city centre having a total area of approx 350ha that is bounded to the west by the Mitchell Freeway and to the east by Lake Joondalup. The north of the City Centre is bounded by Moore Drive and the south by Lakeside Drive, Joondalup Drive (south) and Ocean Reef Road.
City's Project Objectives	means the City's objectives described in section 2.3 of this Request.
City's Representative	means the person described in section 1.4 of this Request.
Claim	includes any claim, demand, action, proceeding or suit of any nature.
Closing Time	means the date and time set out in section 4.2 of this Request.
CPTED	means Crime Prevention Through Environmental Design.
Criteria	means the criteria set out in section 3.3 of this Request.
Director	has the meaning given in the <i>Corporations Act 2001 (Cth)</i> .
Disclosed Information	means the following information (of whatever nature, including written, graphical, electronic, oral, or in any other form) which is disclosed to a Respondent in connection with the Project or EOI Process: <ul style="list-style-type: none"> (a) the Request; (b) any oral or written advice, representations or information given or furnished by or on behalf of the City or any

Associate of the City during the EOI Process;

(c) each Proposal to the extent that it contains or would reveal any of the information referred in any of the above; and

(d) any other information which a Respondent or any Associate of a Respondent knows or ought reasonably to know is confidential to the City or any Associate of the City or should be treated as such.

DPS	means the City of Joondalup District Planning Scheme No. 2 as amended from time to time, or a scheme that replaces it.
Elected Members	means the mayor and any councillor of the City.
EOI Process	means the process set out in this Request, or as varied by the City.
Estimated Project Costs	means the anticipated costs and benefits of the Project and how each of these components are made up being the information contained in Schedule 4.
Key Contractors	means the key contractors, consultants and advisors.
MOU	means the proposed MOU in Section 5 to this Request.
Officer	has the meaning given in the <i>Corporations Act 2001</i> (Cth).
Preferred Project Model	means the model described in Schedule 5.
Preferred Respondent	means the person appointed as the “Preferred Respondent” by the City.
Project	means the development of the Site as a multi storey commercial/office development with a ground floor retail component in accordance with the Project Specifications and City’s Project Objectives.
Project Specifications	means the project specifications in Schedule 3.
Property	means the Site together with the alterations, additions and improvements on the Site.
Proposal	means any proposal submitted in response to this Request.
Proposal Form	means the document constituting Schedule 2 to this Request.
Related Party	means “Related Body Corporate” as defined in section 9 of the <i>Corporations Act 2001</i> (Cth).
Request	means this request for expressions of interest document together with each schedule to this request.

Respondent	means the entity or entities named as the Respondent on the Proposal Form.
Site	means the site or sites for the Project described in section 2.4 of this Request.
Specified Personnel	means any individual named by the Respondent in responding to the Criteria.
Terms and Conditions	means the terms and conditions set out in this Schedule 1.
TOD	means Transit Oriented Development.

1.2 Interpretation

In this Request, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to an Act of Parliament or to a section of an Act includes any amendment or re-enactment for the time being in force;
- (c) where two or more persons are named in this document their liability is joint and several;
- (d) where the day or last day for doing an act is not a Business Day, the day or last day for doing the act will be deemed to be the next following Business Day;
- (e) headings do not affect the construction of this Request; and
- (f) if any of the Terms and Conditions purport to exclude liability for a particular matter, such exclusion only operates to the extent permitted by law.

2. City's Rights

2.1 Directions

The Respondent must comply with any direction or requirement of the City given under the Terms and Conditions or issued under any Addenda.

2.2 Rights

The respondent acknowledges and agrees that the City reserves the right in its absolute discretion and at any time to:

- (a) cancel, suspend or change the Project, the procurement method for the Project, or any aspect of the EOI Process or to take such other action as the City considers, in its absolute discretion, appropriate in relation to the EOI Process or the Project;
- (b) require additional information from the Respondent in which case the Respondent must provide such information within a reasonable time of the City's request;

- (c) refuse to consider or evaluate the Respondent's Proposal or terminate the Respondent's participation in the EOI Process if:
 - (i) the Respondent breaches the Terms and Conditions;
 - (ii) the Respondent's Proposal is materially incomplete or fails to satisfactorily address the Criteria;
 - (iii) the Respondent's Proposal is lodged after the Closing Time; or
 - (iv) the Respondent fails to meet a direction or requirement of the City under this Request;
- (d) not accept the lowest cost Proposal, the highest scoring Proposal, or any Proposal;
- (e) change any Criteria upon giving reasonable notice to the Respondent;
- (f) conduct private briefings with Respondents and prospective Respondents;
- (g) in selecting the Preferred Respondent, have regard to:
 - (i) the City's knowledge and previous experience and dealings with the Respondent; and
 - (ii) information concerning the Respondent which is in the public domain or which is obtained by the City through investigations;
- (h) consider and accept any Proposal that does not comply with the requirements of this Request;
- (i) change the Preferred Respondent;
- (j) discuss and negotiate with the Respondent any matter arising out of this Request or their Proposal and take such discussions and negotiations into account in its evaluation;
- (k) discuss and negotiate with any competing Respondent any matter arising out of this Request or their Proposal with or without disclosing this to the Respondent and take such discussions and negotiations into account in its evaluation;
- (l) publish the name of the Respondent; and
- (m) waive any requirement or obligation under this Request.

The City is not required to give reasons for the exercise of any of the City's rights in accordance with this clause 2.2.

2.3 City's Consent

Whenever the consent of the City is required under this Request, that consent may be given or withheld by the City in the City's absolute discretion and may be given subject to such conditions as the City may determine.

2.4 No Claim

- (a) The Respondent releases the City and its Associates from all liability in relation to the EOI Process and the Respondent will not make a Claim against the City or any of the City's Associates arising out of the exercise or any failure of the City to exercise or perform any rights, obligations or duties under this Request or otherwise in connection with the EOI Process.
- (b) This clause 2.4. may be pleaded by the City or its Associates as a bar to any proceedings commenced by the Respondent against the City or its Associates in relation to the EOI Process.

3. No Legal Relationship

The Respondent acknowledges and agrees that:

- (a) this Request does not obligate the City to enter into the MOU or proceed with the Project;
- (b) this Request does not constitute an offer to enter into the MOU or any transaction documents arising out of the MOU;
- (c) no agreement exists or will arise between the City and the Respondent in respect of any aspect of the Project unless and until the MOU is executed by the City; and
- (d) neither the City nor the Respondent intend to create a legal relationship.

4. Information from the City

4.1 No warranty

The City makes no representation or warranty, expressed or implied, as to the accuracy, completeness, reasonableness or reliability of the Disclosed Information.

4.2 Inconsistency

The City may elect to issue this Request and any other Disclosed Information to the Respondent in hard copy and electronically. To the extent that there is any inconsistency between a hard copy and an electronic version, unless the City's Representative directs otherwise (acting in its discretion), the hard copy shall take precedence.

4.3 Own enquiries

The Respondent agrees that it must make its own enquiries in relation to the Project and should not rely solely on any information provided by the City or its Associates in relation to the Project.

4.4 No details

The City is not required, and does not intend to release any details regarding the evaluation process other than as contained in this Request.

5. Addenda

The Respondent agrees that:

- (a) at any time during the EOI Process the City may, for any reason (but without being obliged to do so), amend this Request by issuing an Addendum to this Request;
- (b) any Addenda issued shall be deemed to form part of this Request;
- (c) neither the City or any of the City's Associates will be liable for any costs, losses, expenses or damages incurred by the Respondent as a consequence of any such Addenda;
- (d) the Respondent must prepare its Proposal to take into account and reflect the content of any Addendum;
- (e) this Request may only be amended or supplemented by Addenda issued under this clause 6; and
- (f) no statement or representation made by the City or by an Associate of the City modifies or supplements this Request, unless the statement or representation is confirmed by an Addendum.

6. Protocol for enquiries, clarification and questions

6.1 Enquiries to the City's Representative

- (a) The Respondent must submit any enquiries or clarification questions regarding the EOI Process in writing to the City's Representative in accordance with section 1.4 of this Request.
- (b) Other than in accordance with section 1.4, the Respondent may not directly contact the City to discuss any aspect of the EOI Process (including this Request).

6.2 City requests clarification

The City may:

- (a) request written clarification;
- (b) conduct clarification meetings; or
- (c) request further information in clarification at any other forum

with the Respondent as part of the City's evaluation process.

6.3 Respondent requests clarification

- (a) All requests for clarification from the Respondent in respect of this Request must be in writing and in a form required or otherwise approved by the City.
- (b) The decision of whether to respond to any request for clarification from the Respondent and the content of any response is at the discretion of the City.

- (c) Subject to clause 6.3(d), the City may circulate clarification questions of a general nature together with the City's response to the Respondent and all competing Respondents.
- (d) If the Respondent is of the view that a clarification question is not of a general nature, but relates to proprietary aspects of its Proposal, the Respondent must identify that question as such when asking the clarification question. If, in the opinion of the City:
 - (i) the question is not proprietary, the City Representative will advise the Respondent who has the option to withdraw the question. If the Respondent continues to request a response to that question, the City's response will be circulated to the Respondent and all competing Respondents in accordance with clause 6.3(c) above; or
 - (ii) the question does relate to proprietary aspects of the Respondent's Proposal, the City's response to the question will be provided to the Respondent only (and will not be circulated to any competing Respondents).

7. Respondent's representations, acknowledgements and warranties

7.1 Acknowledgements

The Respondent acknowledges and agrees that:

- (a) the entire EOI Process is being conducted solely for the City's benefit;
- (b) the City will rely upon the warranties given by the Respondent in clause 7.2, in evaluating any Proposal;
- (c) in no circumstances will the City or any Associate of the City be liable to the Respondent whether in contract, tort (including negligence, misrepresentation or breach of warranty), under statute or otherwise for any costs, losses, expenses or damages incurred or suffered by any Respondent as a result of or arising from:
 - (i) any incompleteness or inadequacy of, or any inaccuracy or error in, or omission from; or
 - (ii) any use of, or reliance by, any Respondent upon, any Disclosed Information;
- (d) it is bound by the content of its Proposal including any schedules, annexures, attachments and appendices which form part of the Proposal;
- (e) the Respondent participates in the EOI Process at its own cost and risk; and
- (f) no payment will be made by the City or the City's Associates to any Respondent for any costs, losses, expenses or damages incurred by any Respondent in preparing and submitting a Proposal, or otherwise participating in the EOI Process.

7.2 Representations and warranties

By submitting a Proposal the Respondent represents and warrants that:

- (a) it has examined all information and documents which are relevant to the Project;

- (b) its Proposal and any subsequent information submitted to the City pursuant to this Request:
 - (i) is based on its own independent assessment and investigations, interpretations, deductions, information and determinations; and
 - (ii) is complete and accurate;
- (c) it has examined all information and documents which are relevant to the Project;
- (d) it has examined all information relevant to the risks, contingencies and other circumstances having an effect on its Proposal which is obtainable by the making of reasonable enquiries, which enquiries the Respondent has made;
- (e) it has not paid or received and will not pay or receive any secret commission in respect of this Request;
- (f) it has not entered and will not enter into any unlawful arrangements with any other person in respect of this Request;
- (g) it has not sought and will not seek to influence any decision in respect of this Request by improper means; and
- (h) it did not place any reliance upon the completeness, accuracy, adequacy or correctness of any Disclosed Information.

8. Status of Request, Proposal and Respondent

8.1 Material changes

- (a) The Respondent must notify the City promptly in writing of any:
 - (i) material change:
 - A. to any of the information contained in its Proposal;
 - B. to any additional information submitted to the City pursuant to this Request; and
 - C. to any information submitted to the City in any interview, meeting or workshop conducted pursuant to this Request;
 - (ii) event which may affect or have a material impact on the financial position or capacity of the Respondent; or
 - (iii) circumstances which may affect the truth, completeness or accuracy of any of the information provided in, or in connection with, this Request.
- (b) Upon receipt of any written notification pursuant to clause 8.1(a) above, the City reserves the right to assess the change and terminate the Respondent's further participation in the EOI Process, or to invite the Respondent to amend its Proposal accordingly.

8.2 No amendment

The Respondent may not amend a Proposal (unless invited or requested to do so by the City) after it has been submitted.

8.3 No requirements to return

The Respondent agrees that the City will not be required to return the Proposal or any documents, materials, articles and information lodged by the Respondent as part of, or in support of, a Proposal.

9. Confidentiality

The Respondent must keep Disclosed Information confidential except where disclosure is agreed to or required by the City.

10. City's Public Disclosure and Freedom of Information

10.1 City Licence

The Respondent grants the City and Associates of the City an irrevocable, perpetual, royalty free, non-exclusive licence to disclose, copy, use, adapt, modify, sublicense or reproduce the whole or any portion of the Proposal for the purposes of evaluation and clarification of the Proposal.

10.2 Freedom of Information Act and other legislation

- (a) The Respondent acknowledges that the Freedom of Information Act 1992 (WA) (FOI Act) may apply to the information provided by the Respondent in its Proposal or as otherwise submitted by the Respondent to the City pursuant to this Request and that:
 - (i) the FOI Act allows members of the public rights of access to the City's documents;
 - (ii) all or part of the information provided by the Respondent may be disclosed to third parties if there is a requirement to do so under the provisions of the FOI Act;
 - (iii) any information that the Respondent considers is commercially sensitive or confidential must be marked "commercial and confidential". (This special notation must not be used unless the information is genuinely confidential. Marking information as "commercial and confidential" will not necessarily prevent disclosure of the information in accordance with the FOI Act. Any decision to release information will be determined by the requirements of the FOI Act); and
 - (iv) save to the extent expressly permitted under the FOI Act, no Respondent will be able to commence any action or make any Claim against the City or any Associate of the City for the release of any information by the City under the FOI Act (including any information submitted by any Respondent to the City pursuant to this Request).
- (b) The Respondent releases the City from all liability whatsoever for any loss, injury, damage, liability, costs or expense resulting from the disclosure of its Proposal or

information, submitted by the Respondent in response to, or in connection with, the Request, under this clause by the City.

11. Probity

11.1 Inducement

The Respondent must not offer any incentive to, or otherwise attempt to, influence any Elected Members or the City's Associates in relation to any aspect of the EOI process including the awarding of any agreement in relation to the Project.

Without limiting clause 11.1, the Respondent must not:

- (a) without the prior written consent of the City, directly or indirectly approach or communicate with any Elected Member or the City's Associates having any connection or involvement with this Request, with respect to:
 - (i) an offer of employment; or
 - (ii) availability of employment,with the Respondent or any related entity; or
- (b) directly or indirectly offer a bribe, gift or inducement to any of the City's Associates or Elected Members in connection with this Request.

11.2 Probity Checks

Without limiting the City's rights pursuant to 2.2, the Respondent consents to the City undertaking probity checks in respect of the Respondent which may include:

- (a) investigations into commercial structure, business and credit history;
- (b) prior contract compliance in respect of other projects;
- (c) police checks or any checks for any criminal records or pending charges; and
- (d) research into any relevant activity that is, or might reasonably be expected to be, the subject of regulatory investigation.

11.3 Conflict of interest

The Respondent must:

- (a) disclose in the Proposal submitted by the Respondent any circumstances, arrangements or understandings which constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with the Respondent's obligations under this Request;
- (b) provide details of its proposed strategy for managing any actual or potential conflict of interest disclosed in its Proposal pursuant to clause 11.3(a) above;
- (c) not place itself in a position which may, or will give rise to a conflict of interest, or a potential conflict of interest during the EOI Process; and

- (d) otherwise notify the City promptly in writing upon becoming aware of any actual or perceived circumstances, arrangements or understandings which constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with the Respondent's obligations under this Request.

To the extent that the City directs the Respondent to take particular action in respect to a conflict of interest, the Respondent must comply with such a direction. If the Respondent is unable or unwilling to comply with any such direction, the City may exclude the Respondent from further participation in the EOI Process.

11.4 Canvassing

- (a) The Respondent, whether personally or by any agent, must not canvass any Elected Member or the City's Associates with a view to influencing the EOI Process.
- (b) If the Respondent, whether personally or by any agent, shall canvass any Elected Member or the City's Associates with a view to influencing the EOI Process the City at its discretion may omit the Respondent's Proposal from consideration.
- (c) The Respondent acknowledges that any contact, discussion or communication between the Respondent, whether personally or by any agent with any Elected Member or the City's Associates regarding the EOI Process may be considered canvassing.

12. Collusion

12.1 Collusion

The Respondent must not engage in any collusive tendering, anti-competitive conduct or any other similar conduct with any competing Respondent (or member of a competing Respondent) or other person in relation to the EOI Process.

12.2 Seek to obtain information

The Respondent must not seek to obtain any information from the City or any Associate of the City in respect of a competing Respondent's Proposal.

13. Miscellaneous

13.1 Site inspections

- (a) The City's Representative may give permission for the Respondent to attend the Site.
- (b) The Respondent must comply with any protocols, procedures or requirements notified by the City prior to or during any inspection.
- (c) The Respondent releases the City and Associates of the City from any Claim or liability that the Respondent or its Associates may have arising out of or relating to any Site inspection.
- (d) The Respondent indemnifies the City and Associates of the City from and against any costs, losses, expenses or damages incurred by the City or Associates of the City arising out of or relating to any Site inspection.

13.2 Obligation to negotiate

If the Respondent is appointed the Preferred Respondent, the Respondent must negotiate promptly, diligently and in good faith with the City to agree and finalise the MOU.

13.3 Preferred Respondent

The Respondent acknowledges and agrees that:

- (a) the selection of a Preferred Respondent does not constitute an acceptance of the Proposal submitted by the Preferred Respondent and is without prejudice to the right of the City to decline to enter into the MOU, or to enter into the MOU with a competing Respondent; and
- (b) the City may suspend any negotiations with the Preferred Respondent and commence negotiations with a competing Respondent, if in the opinion of the City:
 - (i) timely finalisation and execution of the MOU on terms acceptable to the City is unlikely to be achieved with the Preferred Respondent;
 - (ii) the Respondent, has breached a term or condition of the EOI Process;
 - (iii) there is change to the information on which the City has relied in appointing the Respondent as the Preferred Respondent; or
 - (iv) for any other reason.

13.4 No fettering

The Respondent acknowledges and agrees that nothing contained or implied in this Request will be construed or interpreted as unlawfully restricting, or otherwise unlawfully affecting the unfettered discretion of the City to exercise any of its powers or functions under any law.

13.5 Severability

If any of these Terms and Conditions or any part of them is inconsistent with any law, it will be severed from these Terms and Conditions to the extent of the inconsistency without invalidating or otherwise affecting the enforceability of the remaining Terms and Conditions.

Schedule 2 – Proposal Form

1. Respondent

The Respondent is as follows:

Respondent corporation information*	
Full name:	[insert]
Place and date of incorporation:	[insert]
Company number:	[insert]
Address of registered office:	[insert]
Address for notices:	[insert]
Email address for notices:	[insert]
Telephone number:	[insert]
Name and position of the individual nominated as Respondent's contact:	[insert]

* If the respondent consists of more than one entity then you must repeat this table for each Respondent entity.

2. Undertaking

The Respondent agrees to be bound by the Terms and Conditions contained in this Request.

3. Attachments

Response instruction:

Respondent to attach to its submissions regarding the Criteria

4. Execution

This Proposal is dated the [insert] day of [insert] 2013.

Signed for and on behalf of *[insert]*
(ABN *[insert]*) by its attorney under
power of attorney dated *[insert]*,
in the presence of:



.....
Witness

.....
Attorney

.....
Full Name (please print)

.....
Full Name (please print)

Executed by

ACN
pursuant to Section 127
of the Corporations Act



.....
Director

.....
Director/Secretary

.....
Full Name (please print)

.....
Full Name (please print)

Schedule 3 – Project Specifications

As outlined in section 2.3 of this Request, the Project is to design and construct a multi-storey, commercial/office landmark building on the Site.

In addition to the design requirements set out in section 2.3 of this Request and the City's Project Objectives, the Respondent's Proposal must address the following specifications:

Built Form

- Multi-storey, commercial/office
- Ground floor retail/commercial
- Minimum 15,000m² office accommodation on any individual Site.
- Large flexible floor plates
- Provision of parking as per the draft Joondalup City Centre Structure Plan. It should be noted that the requirement for State Government office accommodation is 1 car per 75m² of office space.
- Building design and elevation embracing contemporary, aesthetic and timeless architectural design that is responsive to its inner city, civic environment and befits the landmark nature of the building.
- Incorporates modern and innovative construction techniques utilising quality and natural materials.

Environmental

- Aspire to achieve and maintain a 5 Star Green rating as certified by the Green Building Council of Australia with a commitment to achieving the "As Designed", "As Built" and "Fit-Out" ratings.
- Aspire to achieve and maintain a 5 Star NABERS rating, with a commitment to using this tool as an ongoing audit mechanism to ensure green outcomes are maintained and improved over time.

Social

- Achievement of Grade A Property Council of Australia rating or higher (to ensure general quality of construction and fit out).
- Deliver a high standard of functionality and accessibility in building.
- Maximise positive impact on health and well being of employees, local residents and visitors to the building.
- Design and fit out is aligned to the functional and aesthetic needs of employees to maximise productivity improvements.
- Maximise positive impact of building on the surrounding community, including alignment with TOD and CPTED principles.

- Create an external environment that promotes social integration and interaction.
- Design and fit out is aligned with best practice access and inclusion principles.

Economic

- Maximise efficiency in building design and utilisation of current and emerging technology to minimise the level of capital investment required to deliver the stated objectives in terms of design and performance of the building.
- Implement effective cost control and value adding throughout the project to ensure best economy in design and construction is achieved within budgetary constraints.
- Minimise life cycle occupancy costs per employee/resident.
- Minimise variable and fixed outgoings associated with the short, medium and long term operation of the building.
- Minimise costs associated with future upgrade/retrofit of technologies associated with the building.
- Utilise “whole of life” costing for the life of the building factoring a broad range of costs and benefits.

Schedule 4 – Estimated Project Costs and Benefits

The Respondent must address the points contained in this Schedule 4. The Respondent can include any other information that the Respondent considers relevant to the anticipated cost or benefit of the development.

Development Costs:

- the Respondent's anticipated cost to complete the development on the Site (including total development cost of the construction of the building);
- the financial contribution (if any) that the Respondent requires from the City in respect of the development on the Site;
- the Respondent's view of the current market value of the Site;
- the provision for increases in costs and services over the life of the development; and
- the timescales for Project planning, design, build and completion of the development and their impact on the anticipated costs of the development.

Ongoing Costs:

- the Respondent's anticipated ongoing costs (for both the Respondent and the City as landowners) in respect of the development once construction of the building is complete (e.g. anticipated refurbishment and major capital replacement costs);
- the Respondent's anticipated operating costs and outgoings for the completed building;
- the extent to which the Respondent's projected operating costs and outgoings for the building incorporates cost saving measures (e.g. solar panels);

Assumptions regarding Tenant:

- the rent per square metre the Respondent anticipates will be achievable for the completed building;
- any fitout incentive or other payments the Respondent considers may be payable in order to secure a State Government or private sector anchor tenant; and
- the expected duration for the lease agreement to a State Government or private sector anchor tenant will be long term.

Project Benefits:

- the anticipated financial benefit that will be generated for the Respondent and City from the completed development.

Schedule 5 – Proposed MOU

Schedule 6 – Preferred Project Model

1. The City and the Preferred Respondent enter into the MOU.
2. The City and the Preferred Respondent complete the process provided under the MOU.
3. If the Business Plan Process (as defined in the MOU) is successful the City and Preferred Respondent enter into a binding Heads of Agreement (as defined in the MOU).
4. An agreement to lease to be entered into with an anchor tenant.
5. The City and Preferred Respondent enter into a sale agreement with respect to the Site and a development agreement dealing with matters such as:
 - (a) the plans and specifications and fixtures, fittings and finishes for the building;
 - (b) the timing for completion of the building;
 - (c) any pre-conditions to the development such as development/subdivision approvals;
 - (d) the costs to be incurred by the Preferred Respondent;
 - (e) the costs (if any) to be incurred by the City; and
 - (f) the matters covered by the Heads of Agreement, but in more detail.
6. The City and Preferred Respondent agree up-front (in the development agreement) on the contribution of each party to the development and the percentage interest in the Property or the built strata lot that will be transferred to the City once practical completion of the development has occurred. The City has not currently reached a settled view as to the respective interests of the City and the Respondent in the Property but at this stage the City considers that:
 - (a) the contribution of the City (and percentage interest in the Property) should be calculated having regard to factors such as:
 - (i) the market-value of the Site;
 - (ii) an additional amount (eg an amount on top of the market value of the Site) if the City has secured a State Government department or other entity as a long term anchor tenant for the building; and
 - (iii) any cash contribution made by the City (if any) towards the development; and

- (b) the Preferred Respondent will be responsible for the balance of the development cost of the building (excluding any contribution made by the City).
- 7. The City then transfers 100% of the Site to the Preferred Respondent.
- 8. The Preferred Respondent's obligation (to construct the building and then transfer part of the Property back to the City) is secured by a bank guarantee from the Preferred Respondent (plus some other security acceptable to the City such as a mortgage over the Site, charge over the Preferred Respondent, a parent company guarantee and step-in rights should the Preferred Respondent fail to comply with its obligations).
- 9. The Preferred Respondent then constructs the building on the Site.
- 10. When the development reaches practical completion the Preferred Respondent then transfers part of its interest in the Property back to the City to reflect the proportional contribution of each party to the Project i.e. the City and Preferred Respondent own the Property as tenants in common.
- 11. The City and the Preferred Respondent (jointly as landlords) then enter into a lease agreement with the State Government or other anchor tenant department for the whole or part of the building.
- 12. The City and Preferred Respondent enter into a co-ownership agreement to govern the conduct of both parties as co-owners of the Property. The co-ownership agreement will grant each party first and last rights of refusal over the other party's interest in the Property.
- 13. The end result is that the City and the Preferred Respondent own the Property jointly as tenants in common.
- 14. A possible variation that is acceptable to the City is that:
 - (a) the City transfers 100% of the Site to the Preferred Respondent upfront; and
 - (b) when the building reaches practical completion the Preferred Respondent strata titles the Property (to create two (2) strata lots) and transfers a strata lot to the City so that the City and the Preferred Respondent own one (1) strata lot each;

Under this variation, the end result would be that the City and the Preferred Respondent each own separate strata lots within the same Property.

Schedule 7 – City of Joondalup

Background

The City of Joondalup is in the fast growing north west corridor of Perth, with its southern boundary located just 15kms from the Central Business District of Perth. With a population of approximately 162,000 and a total land area of 99 square kilometres, the City is the second largest local government in Western Australia by population.

The City encompasses 22 suburbs, including Beldon, Burns Beach, Connolly, Craigie, Currambine, Duncraig, Edgewater, Greenwood, Heathridge, Hillarys, Iluka, Joondalup, Kallaroo, Kingsley, Kinross, Marmion, Mullaloo, Ocean Reef, Padbury, Sorrento, Warwick and Woodvale. These suburbs are predominantly residential, with some commercial and light industrial areas.

Bounded by the City of Wanneroo to the east and north, the City of Stirling to the south, and the Indian Ocean to the west, Joondalup includes 17 kilometres of coastline with an abundance of parks, beaches and leisure facilities.

Joondalup is serviced by the Mitchell Freeway and the Joondalup light passenger rail line which provides high volume transport to the Perth Central Business District and the outer northern areas of Perth. Joondalup is just 26 kilometres from Perth Airport and 30 kilometres from Fremantle.

Identified as a Strategic Metropolitan Centre in the Department of Planning's "2031 and Beyond" publication, the City of Joondalup is home to more than 13,400 registered businesses, with strong health, education, tourism, retail, finance and professional service sectors. These businesses service a growing regional population of approximately 285,000, a population which is expected to increase to an estimated 395,000 by 2031.

The Joondalup workforce has a high level of skills with over 61,000 people or 73% of the work force working as Managers, Professionals, Technicians and Trades Workers, Community and Personal Service Workers and Clerical and Administrative Workers.

At the heart of the north-west metropolitan region is the City Centre. Home to the Joondalup Learning Precinct, Joondalup Health Campus, a major retail and services precinct and the Central Business District (CBD), the City Centre provides a knowledge and service hub for the region.

Joondalup – A City Centre in the North West Corridor

The north-west metropolitan region has attracted significant population growth over the past 20 years and it is anticipated that by 2031 the population of the region will have grown by 39 per cent. Residents are attracted to the City of Joondalup due primarily to its proximity to the ocean and access to high-order transport infrastructure, educational facilities, retail opportunities and service industries.

The City's expanding population and available land offer exciting options for a wide range of businesses. Due to a strong local economy and tremendous regional growth, the City of Joondalup represents one of Australia's most attractive investment destinations.

In recognition of the status of the City as the central hub of the north, all major banks and other financial institutions have full branches operating in the City Centre. There are also a significant number of financial service professionals operating in the City. Other commercial services include computing/IT, publishing, recruitment, real estate and travel.

In addition, the following government agencies have offices or services within the City of Joondalup:

State Government:

Agency/Department	Service within the City of Joondalup
Department of the Attorney General	<ul style="list-style-type: none"> • Joondalup Justice Complex • Registry of Births, Deaths & Marriages
Department of Corrective Services	North Metropolitan Youth Justice Service
Department of Health	<ul style="list-style-type: none"> • Joondalup Government Dental Clinic • Child Development Centre • Drug and Alcohol Office
Department of Child Protection	Branch Office
Department of Transport	Joondalup Licensing Centre
Department for Education & Training	West Coast District Education Office
Fire and Emergency Services Authority	North Coastal Metropolitan Office

Federal Government:

Agency/Department	Service within the City of Joondalup
Department of Human Services	<ul style="list-style-type: none"> • Centrelink • Child Support Office • CRS Australia • Medicare

Other Agencies

Agency/Department
Centrecare
Joondalup Family Relationships Centre

Small Business Centre North West Metro
Community Vision
Women's Healthworks
Relationships Australia

The City Centre is well serviced by the Mitchell Freeway, the Joondalup railway line and the regional road system provides major links both within and outside the district.

The Joondalup Railway Station serves as a transport interchange; connecting the surrounding suburbs to the City Centre via various bus routes. It is centrally located and offers excellent synergies to the Lakeside Joondalup Shopping Centre, Learning Precinct and Civic Centre. A free CAT System also provides frequent and easy access to key facilities within the City Centre.

The Site is located in the heart of the City Centre in close proximity to public car parking, transport infrastructure, educational facilities, retail opportunities and service industries.

The North West Corridor is expected to grow substantially over the next 25 to 30 years, further strengthening the position of Joondalup as a strategic city centre. Joondalup provides service and commercial activities for the North West corridor and complements the large industrial areas in Wanneroo. As urban growth expands to the north and the east, demand for a more intense and diverse centre for knowledge based and service industries will increase in Joondalup City.

Suitability of the City of Joondalup for Office Development

In March 2010, the State Government approved the master planning objectives and principles for government office accommodation. These principles include:

- Decentralise government office accommodation from the Perth CBD and CBD fringe; and
- Locate new government office accommodation in metropolitan activity centres

Identified as a Strategic Metropolitan Centre in the WA Planning Commission's Directions 2031, the City has been advised that the Department of Finance is currently in the planning stages to identify an anchor agency to relocate to Joondalup.

The City believes that the Site is an ideal location for State Government office accommodation. The key features of Joondalup as a location for State Government agencies and/or other potential anchor tenants include:

- strategic proximity to integrated public transport and road infrastructure;
- established bicycle network for cyclists commuting to the workplace;

- reduced travelling time and distances to work for northern suburbs residents;
- a highly skilled and growing workforce for business;
- strong existing retail and service amenity along with existing State and Commonwealth Government agencies already operating within the City of Joondalup;
- cost benefits in terms of rental and parking costs;
- customer access - easier public access to services and facilities will improve efficiency in service delivery to both public and private sector tenants;
- planning flexibility to accommodate developments of the nature proposed and the effective facilitation of development applications; and
- car parking in the vicinity of the Site is available and affordable. The City is also proactively investigating the provision of additional car parking within the City Centre.



Memorandum of Understanding

Commercial/Office Development of City Owned Property

[INSERT SITE AS PER SUCCESSFUL RESPONDENT'S PROPOSAL]

City of Joondalup

and

[Insert Respondent's Name] ACN [Insert]

Version	Date	Status	Amendments/Comments	Distributed by:
7	8 Oct 2012	Draft	Post Office Dev Committee 8 Oct 2012	B Olivier

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Date: 2012

PARTIES

Name	City of Joondalup
ABN	64 245 472 416
Short form name	City

Name	[INSERT NAME OF RESPONDENT]
ACN	[INSERT]
Short form name	Respondent

BACKGROUND

- A. The City is the registered proprietor of the Site.
- B. The Respondent is an experienced developer of projects similar to the proposed Commercial Development.
- C. The Respondent submitted a Proposal to undertake the Commercial Development on the Site.
- D. This document formally records the process agreed between the parties in order to progress towards the Proposed Transaction and is not a binding agreement by the City to transfer the Site to the Respondent.
- E. The parties intend this document to record the actions to be taken by and the rights and obligations of the parties.

AGREEMENT

1. Defined terms and interpretation

1.1 Defined Terms

In this document:

Associates of a party means:

- (a) the officers and employees of the party;
- (b) the financial, legal or other advisors of the party; and

(c) any person referred to by the Respondent in its Proposal,

and in the case of the Respondent includes a Related Party of the Respondent and the officers and employees of the Related Party.

Business Day means any day other than:

- (a) a Saturday or Sunday; or
- (b) a holiday for Perth gazetted in the *Public and Bank Holidays Act 1972 (WA)*.

Business Plan means a business plan relating to the Proposed Transaction as required by section 3.59 of the LGA, being an overall assessment of a 'major trading undertaking' or the entering into of either a 'major land transaction' or a 'land transaction' that is preparatory to entry into a major land transaction (as each of those terms are defined in the LGA).

Business Plan Process means the requirements of the LGA relating to the preparation, advertising and consideration of the Business Plan by the City.

Commercial Development means a commercial development substantially in accordance with the Proposal.

Contract Documents means formal legally binding contracts effecting the transaction agreed in the Heads of Agreement and restating the terms and conditions of the Heads of Agreement in a form that is comprehensive and more precise, but not different in effect from the Heads of Agreement.

Change of Control means a change to the identity of the person who as at the date of this document is able to Control an entity.

Control of an entity includes the definition of "Control" in section 50AA of the Corporations Act 2001 (Cth) and includes the power (whether it is legally enforceable or not) to control, whether directly or indirectly, the composition of the board of directors of that entity, the voting rights of the majority of the voting shares of the entity or the management of the affairs of the entity.

Decides means a decision by the Council of the City of Joondalup.

Due Diligence Investigations means:

- (a) with respect to the Respondent, any investigations in relation to the Site and the Proposed Transaction that the Respondent considers appropriate to assist it in determining whether to proceed with the Proposed Transaction; and
- (b) with respect to the City, any investigation that the City considers appropriate to assist it in determining whether to proceed with the Commercial Development including any investigation in relation to the Site, the Respondent, and the Respondent's Associates, the Proposed Transaction and a determination as to whether to proceed with the Commercial Development with the Respondent.

Due Diligence Period means the period of 3 months starting on the date of last execution of this document.

Exclusivity Period means the 12 month period starting on the date of last execution of this document as extended pursuant to clause 3.3.

GST means the goods and services tax payable under the GST Act.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth).

Heads of Agreement means a legally binding heads of agreement setting out the key terms of the Proposed Transaction.

LGA means the *Local Government Act 1995 (WA)*.

Local Government Laws means the LGA, the Building Act 2011 (WA), the Planning Scheme and any other statute which confers powers or obligations on Local Government.

Planning Scheme means the City of Joondalup District Planning Scheme No 2 as amended from time to time, or a scheme that replaces it.

Proposal means the proposal submitted by the Respondent in accordance with the Request.

Proposed Transaction means the Commercial Development to be agreed between the parties incorporating the key commercial terms agreed in accordance with clause 6.1(d).

Related Party means “Related Body Corporate” as defined in section 9 of the *Corporations Act 2001 (Cth)*.

Request means the Request for Expressions of Interest document issued by the City on [INSERT].

Site means [INSERT SITE AS PER SUCCESSFUL RESPONDENT'S PROPOSAL]

1.2 Interpretation

In this document, unless inconsistent with the context:

- (a) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a gender includes any gender;
- (d) headings are for convenience only and do not affect interpretation;

- (e) a reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure to this document;
- (f) the word “includes” is not a word of limitation and does not restrict the interpretation of a word or phrase in this document;
- (g) a reference to person includes a reference to:
 - (i) an individual, a body corporate, a trust, a partnership, a joint venture, an unincorporated body, governmental or local authority or agency, or other entity whether or not it is a separate legal entity; and
 - (ii) that person’s personal representatives, successors and permitted assignees and transferees and a person who novates this document;
- (h) a reference to time is to Perth, Western Australia time;
- (i) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day;
- (j) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this document or any part of it;
- (k) a reference to A\$, \$A, dollar or \$ is to Australian currency; and
- (l) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

1.3 Inconsistency with Statutory Provisions

In the event of any inconsistency between:

- (a) an obligation, right or power of either the Respondent or the City under this document; and
- (b) an obligation, right or power of the City under the Local Government Laws,

then the obligation, right or power of the City under the Local Government Laws prevails.

1.4 No Fettering

Nothing in or arising out of this document in any way:

- (a) diminishes the City’s rights and powers; or
- (b) fetters any discretion that the City has,

under the Local Government Laws.

2. Agreed process towards Proposed Transaction

The parties agree that the process involves the following steps:

- (a) both parties completing their Due Diligence Investigations in accordance with clause 4;
- (b) identifying an anchor tenant for the office accommodation component of the Commercial Development in accordance with clause 5;
- (c) agreeing the final form of the Heads of Agreement (but not executing the final form of the Heads of Agreement) in accordance with clause 6.1;
- (d) completing the Business Plan Process in accordance with clause 7; and
- (e) upon successful completion of the Business Plan Process, executing the Heads of Agreement in accordance with clause 6.1(f) or clause 6.1(g); and
- (f) negotiating, agreeing and executing the final form of the Contract Documents in accordance with clause 8.

3. Exclusive Negotiation Period

3.1 Respondent to negotiate with the City

During the Exclusivity Period, the City agrees to exclusively negotiate with the Respondent with respect to the Proposed Transaction.

3.2 Restrictions on City

During the Exclusivity Period the City must not, without the Respondent's prior approval sell, agree to sell, lease or otherwise dispose of the Site.

3.3 Extension of Exclusivity Period

If the parties agree the form of the Heads of Agreement before the expiry of the Exclusivity Period in accordance with clause 6.1, the Exclusivity Period is automatically extended to the date which is 6 months after the advertisement of the Business Plan in accordance with the LGA.

4. Due diligence

4.1 Due Diligence Investigations by Respondent

- (a) During the Due Diligence Period, the City:
 - (i) gives the Respondent the right to undertake the Due Diligence Investigations;
 - (ii) must make available to the Respondent all information and documents with respect to the Site in the City's possession or control,

not subject to confidentiality obligations in favour of other parties, and otherwise assist the Respondent as reasonably required in respect of the Respondent's Due Diligence Investigations;

- (iii) authorises the Respondent to discuss with all relevant Government Agencies having jurisdiction over the Site and to undertake searches of, any matters that the Respondent regards as necessary to complete its Due Diligence Investigations; and
 - (iv) must sign any documents that are reasonably necessary to enable the Respondent to conduct the discussions and searches referred to in clause 4.1(a)(iii).
- (b) The Respondent may request copies of documents, but the Respondent must meet the City's reasonable costs of copying documents.
 - (c) The Respondent is under no obligation to proceed with the Proposed Transaction or to enter into the Heads of Agreement with the City, unless the Respondent is satisfied, in its absolute discretion, with its Due Diligence Investigations.
 - (d) The City acknowledges that if the Respondent is not satisfied with its Due Diligence Investigations then the Respondent has the right, which can only be exercised before the end of the Due Diligence Period, to terminate this document by notice and clause 11.2 will apply.

4.2 Due Diligence investigations by the City

- (a) During the Exclusivity Period, the Respondent:
 - (i) acknowledges that the City may undertake its Due Diligence Investigations;
 - (ii) must make available to the City all information and documents with respect to the Respondent that are in the Respondent's possession and control requested by the City (acting reasonably) and otherwise assist the City as reasonably required in respect of its Due Diligence Investigations;
 - (iii) authorises the City to undertake searches of, any matters that the City regards as necessary to complete its Due Diligence Investigations; and
 - (iv) must sign any documents that are reasonably necessary to enable the City to conduct the discussions and searches referred to in clause 4.2(a)(iii) .
- (b) The City is under no obligation to proceed with the Proposed Transaction or to enter into the Heads of Agreement with the Respondent if the City is not satisfied, in its absolute discretion, with its Due Diligence Investigations.
- (c) The Respondent acknowledges that if the City is not satisfied with its Due Diligence Investigations then the City has the right, which can only be

exercised before the end of the Due Diligence Period, to terminate this document by notice and clause 11.2 will apply.

5. Identification of Anchor Tenant

- (a) The City must use its best endeavours to identify and procure a State Government Agency or Department or other entity that is willing to become the anchor tenant for the office accommodation component of the Commercial Development.
- (b) If the City or the Respondent has not identified and procured an anchor tenant for the office accommodation component of the Commercial Development on terms that are acceptable to both the City (in its absolute discretion) and the Participant (in its absolute discretion) by the end of the Exclusivity Period then either party may by notice to the other party terminate this document and clause 11.2 will apply.

6. Heads of Agreement

6.1 Negotiation of Heads of Agreement

- (a) The parties must, acting promptly and in good faith, commence negotiations and endeavour to agree the form of (but not execute) the Heads of Agreement by the end of the Exclusivity Period.
- (b) The Respondent must not propose terms and conditions for the Heads of Agreement or other material for inclusion in the Heads of Agreement that may be:
 - (i) inconsistent with or inferior to the Proposal; or
 - (ii) constitute a material deviation from the Proposal,without the agreement of the City.
- (c) To the extent that anything to be done as set out in clause 2 has not yet been completed, that thing may be included in the Heads of Agreement.
- (d) The key commercial terms to be agreed to by each party during the Exclusivity Period include:
 - (i) the building design and building plans and specifications for the Commercial Development that reflect the City's objective of achieving a landmark development on the Site;
 - (ii) the proposed agreement for lease and lease with the anchor tenant including:
 - A. the identity of the anchor tenant;
 - B. the term of the proposed lease;

- C. the rent payable by the anchor tenant; and
 - D. the rent review mechanisms contained in the lease;
 - (iii) the proposed manner in which the existing infrastructure will be addressed;
 - (iv) the valuation methodology and assumptions to be used for valuing the Site and the Commercial Development in order to determine the value of the whole or part of either of them at any time;
 - (v) the appointment of consultants, advisors and key contractors in relation to the Commercial Development;
 - (vi) the ability (if any) for security to be granted over the Site in order for the Respondent to raise funding with respect to the Proposed Transaction;
 - (vii) the timing for the commencement and completion of the Commercial Development;
 - (viii) the structure of the transaction;
 - (ix) the form and amount of the City's contribution to the Commercial Development and the percentage ownership in the completed Commercial Development that the City will receive in return for that contribution;
 - (x) the allocation of risks between the Respondent and the City with respect to the Commercial Development;
 - (xi) the establishment of a project control group and the composition, role, function, powers and decision making authority of the project control group;
 - (xii) the form and amount of security that the Respondent will provide to the City to ensure compliance by the Respondent with its obligations;
 - (xiii) the key rights of a party following a material default by the other party;
 - (xiv) rights of refusal that each party will have over other parties' interest in the completed Commercial Development;
 - (xv) rights to assign, sell or dispose of an interest in the Commercial Development; and
 - (xvi) the expert determination process that will apply to the Contract Documents in the event the parties cannot agree the terms of the Contract Documents.
- (e) If the parties agree the form of the Heads of Agreement before the expiry of the Exclusivity Period, then the City will undertake the Business Plan Process in accordance with clause 7.

- (f) If the outcome of the Business Plan Process undertaken in accordance with clause 7 is that the City Decides to proceed with the Proposed Transaction then:
 - (i) both parties must execute the Heads of Agreement within fourteen (14) days of the date that the City Decides to proceed with the Proposed Transaction; and
 - (ii) clause 8 will apply.
- (g) If the outcome of the Business Plan Process is that the City Decides to proceed with the Proposed Transaction in a manner that is not the same as the Business Plan, but is not significantly different from the Business Plan (in the opinion of the City) then:
 - (i) both parties must, acting in good faith, endeavour to agree modifications to the Heads of Agreement to reflect the Decision of the City and execute the modified Heads of Agreement; and
 - (ii) clause 8 will apply.
- (h) If the parties have agreed on the form of the Contract Documents then the parties will attach them to the Heads of Agreement.
- (i) If the parties do not agree the form of the Heads of Agreement before the expiry of the Exclusivity Period, then either party may, by notice to the other party (given at any time prior to date when the form of the Heads of Agreement is agreed), terminate this document and clause 11.2 will apply.

6.2 No agreement unless and until Heads of Agreement is executed

Notwithstanding any other part of this document, the parties agree that:

- (a) unless and until the Heads of Agreement are properly executed by the City and the Respondent, the only rights and obligations between the City and Respondent are those rights and obligations which are expressly set out in this document;
- (b) in no event will the terms and conditions of the Heads of Agreement be deemed to have been agreed between the parties or bind the parties until such time as the Heads of Agreement is executed by the City and the Respondent; and
- (c) neither the City nor the Respondent is under any obligation to proceed with the Proposed Transaction or to enter into the Heads of Agreement unless they are satisfied in all respects with the terms and conditions of the Heads of Agreement negotiated between them.

7. Business Plan Process

- (a) If the parties agree the form of the Heads of Agreement before the expiry of the Exclusivity Period, then the City must prepare the Business Plan required for the Business Plan Process.
- (b) The Respondent must assist with the preparation of the Business Plan as and when requested by the City and provide such information and input into the Business Plan as is reasonably requested.
- (c) The City must use reasonable endeavours to prepare the Business Plan and complete the Business Plan Process by not later than 6 months from the date that the parties agree the form of the Heads of Agreement in accordance with clause 6.1.
- (d) If the Respondent is not, acting reasonably, satisfied with the Business Plan then the Respondent may, within 14 days of the Business Plan being first advertised, by notice terminate this document and clause 11.2 will apply.
- (e) The Proposed Transaction is subject to and conditional upon the Business Plan Process being completed in accordance with the LGA, including the City considering any submissions made and Deciding (in its discretion) to proceed with the transaction as prescribed by the Business Plan in accordance with section 3.59(4) of the LGA.
- (f) Nothing done by the City is:
 - (i) deemed to constitute a waiver of the requirement for the City to first complete the Business Plan Process; or
 - (ii) enforceable against the City until the Heads of Agreement have been executed.
- (g) Each party is responsible for its own costs with respect to the Business Plan Process.
- (h) If the outcome of the Business Plan Process is that the City Decides not to proceed with the Proposed Transaction or Decides to proceed with the Proposed Transaction in a manner that is (in the opinion of the City) significantly different from the Business Plan or the Heads of Agreement then the City may by notice terminate this document and clause 11.2 will apply.

8. Contract Documents

- (a) If the Heads of Agreement is executed in accordance with clause 6.1(f) or clause 6.1(g) then the parties must, acting promptly and in good faith:
 - (i) commence negotiations regarding the Contract Documents;
 - (ii) agree the final form of the Contract Documents; and
 - (iii) execute the Contract Documents,

as soon as reasonably practicable following execution of the Heads of Agreement.

- (b) The parties may commence negotiations regarding the Contract Documents before the Heads of Agreement is executed.

9. Licence to enter

9.1 Grant

- (a) During the Exclusivity Period the City grants to the Respondent a non-exclusive licence to enter the Site (together with the Respondent's consultants and others that the Respondent may authorise), to perform its obligations under this document.
- (b) The City may, by notice to the Respondent, revoke the licence if the Respondent fails to comply with this clause 9.

9.2 Licence subject to occupancies

The licence only applies to those parts of the Site that are not subject to a lease or other occupancy arrangement in favour of a third party.

9.3 Entry

The Respondent may only enter the Site at reasonable times and after giving the City reasonable notice of its intention to do so.

9.4 Licence period

The licence automatically comes to an end:

- (a) at the end of the Exclusivity Period;
- (b) if this document is terminated; or
- (c) if the licence is revoked.

9.5 Respondent's obligations

In exercising its rights under this clause 9, the Respondent must:

- (a) not cause disturbance, nuisance or annoyance to the City or its employees, agents, contractors, tenants, licensees or invitees and must ensure that its consultants and others it authorises to enter the Site, do not do so;
- (b) not carry out works on the Site or remove anything from the Site without the City's written consent;
- (c) rectify immediately at its own expense any damage it does to the Site; and
- (d) do so in the company of a representative of the City (if required by the City).

9.6 Indemnity in connection with licence

The Respondent is liable for and irrevocably and unconditionally indemnifies the City against all liability, loss, penalties, payments, costs, charges and expenses directly or indirectly arising from or incurred in connection with:

- (a) the Respondent exercising its rights under the licence;
- (b) a breach of this clause 9 by the Respondent; and
- (c) damage to or loss of the Site, anything on the Site or injury to or the death of any person caused or contributed to by the omission, act, negligence or default of the Respondent, its consultants or any other person it authorises or allows to enter the Site.

9.7 Indemnity continues

The indemnity in clause 9.6 is independent from the Respondent's other obligations under this document and survives the termination of this document.

10. GST

10.1 Definitions in this clause

In this clause, words not otherwise defined in this document but which have a defined meaning in the GST Act have the same meaning as in the GST Act.

10.2 GST-Exclusive Consideration

Any amount referred to in this document which is relevant in determining a payment to be made by one of the party to the other is exclusive of any GST unless indicated otherwise.

10.3 GST- Supplies

The parties agree that:

- (a) GST is payable in respect of each taxable supply made under this document;
- (b) in respect of any taxable supply made under this document, the recipient must pay to the supplier the amount equal to the GST liability on that taxable supply at the same time as the recipient is required to pay the consideration for that taxable supply to the supplier under this document.
- (c) the GST liability for any taxable supply is the amount equal to 10% of the consideration attributable to the taxable supply made by the supplier to the recipient;
- (d) if a party is entitled to be reimbursed for an expense or outgoing incurred in connection with this document, the amount of the reimbursement must be net of any input tax credits which may be claimed by the party being reimbursed in relation to that expense or outgoing;

- (e) the supplier must issue a tax invoice and any relevant adjustment note to the recipient for that taxable supply; and
- (f) any review or adjustment of any consideration payable for a taxable supply must take into account that this clause requires an adjustment of that consideration and must take account of any adjustment to that consideration which has already been or is required to be determined, under the provisions of this clause.

11. Termination

11.1 Automatic Termination

Without limiting the circumstances in which this document will terminate, this document will immediately and automatically terminate on the last day of the Exclusivity Period.

11.2 Consequences of termination

- (a) On termination of this document:
 - (i) each party is released from the performance of its obligations under this document;
 - (ii) neither party can claim or seek to recover from the other party any outgoings, liabilities, costs or expenses incurred in observing or performing its obligations under this document; and
 - (iii) the licence granted to the Respondent in clause 9 ends (if not already terminated).
- (b) Subject to clause 13.11(b), termination of this document does not affect any accrued rights or remedies either party may have.
- (c) Any indemnity or obligation of confidence under this document continues to apply to the parties after termination of this document.
- (d) Any other term by its nature intended to survive termination of this document, survives termination of this document.

12. Notices

12.1 Delivery

- (a) Subject to a written agreement, which expressly states that the parties may communicate in a different way, the parties must communicate by written notice.
- (b) A party must send a notice to the other party at the address listed:

Party	Address	Attention	Facsimile
City	[INSERT]	[INSERT]	[INSERT]
Respondent	[INSERT]	[INSERT]	[INSERT]

- (c) A party may vary its address by sending a written notice to the other party.
- (d) A party must use the new address from the time that it receives the notice.
- (e) To deliver a notice, a party must hand deliver, or post, or fax it to the other Party's address.

12.2 Effect and Delivery

- (a) A notice takes effect at the time stated in the notice.
- (b) If no time is stated then a notice sent by post is deemed to be received:
 - (i) three days after posting if within Australia; and
 - (ii) seven days after posting if posted to or from a place outside Australia;
- (c) If no time is stated, a notice sent by fax is deemed to be received
 - (i) at 5.00pm on the Business Day that the notice is sent; or
 - (ii) if sent after 5.00pm, then on the next Business Day.

13. General

13.1 Governing law and jurisdiction

The law of Western Australia governs this document.

13.2 Further steps

Each party must promptly do whatever the other party reasonably requires of it to give effect to this document and to perform its obligations under it.

13.3 Severance

- (a) If a provision of this document is invalid, illegal or unenforceable, then to the extent of the invalidity, illegality or unenforceability, that provision must be ignored in the interpretation of this document.
- (b) The remaining provisions of this document remain in full force and effect.

13.4 No waiver

- (a) A party granting a waiver of a right under this document must give written notice of that waiver, to the party, which benefits from the waiver.
- (b) A party's failure, partial failure or delay in exercising a right relating to this document is not a waiver of that right.
- (c) A party may not claim that another party's delay or failure to exercise a right relating to this document.
 - (i) constitutes a waiver of that right; or
 - (ii) is a defence to its own action or inaction.
- (d) The parties may not waive or vary this clause.

13.5 No Merger and survival

- (a) A party's rights and obligations under this document do not merge at termination.
- (b) To the extent that a party has not satisfied an obligation or it is a continuing obligation, that obligation survives termination.

13.6 Entire agreement

- (a) This document constitutes the entire agreement between the parties and supersedes all prior discussions, undertakings and agreements.
- (b) Until such time as the Heads of Agreement is properly executed by the City and the Respondent, no undertakings or representations will arise as a result of:
 - (i) negotiations between the parties in relation to the Heads of Agreement; or
 - (ii) any action or inaction by a party on the assumption or in the expectation that the Heads of Agreement will be executed.
- (c) The Respondent acknowledges and agrees that:
 - (i) the Respondent has not relied on and will not rely upon any representations, warranties or information provided or statements about the Commercial Development, the Heads of Agreement, the Business Plan or the Business Plan Process made by, or on behalf of the City, the City's agents or their respective employees and agents; and
 - (ii) the Respondent has not been induced to enter into this document by any representation, warranty or information provided by the City, the City's agents or their respective employees or agents.

13.7 Relationship

Except where this document expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

13.8 No assignment or change of Control

- (a) The Respondent must not assign, dispose of or otherwise deal with its rights and interests in this document or a right under this document without the prior written consent of the City.
- (b) A Change of Control of any party (other than the City) or any person who Controls such party is taken to be an assignment of the rights and interests in this document and clause 13.8(a) applies.

13.9 Counterparts

This document may be executed in any number of counterparts. All executed counterparts constitute one document.

13.10 Duty

The Respondent must pay the duty and all fines and penalties on this document and the transactions contemplated by this document.

13.11 Costs

- (a) Each party must pay its own costs and expenses in relation to the preparation, negotiation and execution of this document.
- (b) The Respondent must not claim or seek to recover from the City any outgoings, liabilities, losses (including loss of profits and consequential loss), damages, costs or expenses:
 - (i) incurred in observing or performing its obligations under this document; or
 - (ii) arising from:
 - A. this agreement coming to an end;
 - B. the parties being unable to procure an anchor tenant for the office component of the Commercial Development;
 - C. the parties being unable to agree the form of the Heads of Agreement;
 - D. the parties being unable to make an agreement to proceed with the Commercial Development;
 - E. the Respondent not being satisfied with the Business Plan or the outcome of the Business Plan Process; or

F. any other fact, matter or thing.

13.12 Liability

An obligation of two or more persons binds them separately and together.

Executed by the Parties as a deed.

Executed by

[INSERT]

ACN [INSERT]

pursuant to Section 127

Of the Corporations Act

}

.....
Director

.....
Director/Secretary

.....
Full Name (please print)

.....
Full Name (please print)

The common seal of the **City of Joondalup**
was hereunto affixed by authority of
a resolution of the Council
in the presence of:

}

.....
Signature of Mayor

.....
Signature of the Chief Executive Officer

.....
Full Name (please print)

.....
Full Name (please print)

JOONDALUP CITY CENTRE COMMERCIAL OFFICE DEVELOPMENT



SUMMARY OF EXPRESSION OF INTEREST AND MEMORANDUM OF UNDERSTANDING PROCESS

Expression of Interest (EOI) Process

1. The EOI document is released to the market.
2. The City conducts a briefing session for prospective Respondents (which may double as a public launch).
3. The Respondents submit their Proposals before the Closing Time.
4. The City evaluates the Proposals having regard to the Criteria.
5. The City creates a 'shortlist' and engages in further discussion with those Respondents.
6. The City selects the Preferred Respondent.
7. The City and Preferred Respondent then executes the Memorandum of Understanding.

Memorandum of Understanding (MOU) Process

8. The parties simultaneously undertake the following tasks:
 - a. The City undertakes its due diligence in relation to the Proponent and the Project;
 - b. The Proponent completes its due diligence in relation to the Project; and
 - c. The City and the Proponent undertake a search for an anchor tenant for the development.
9. The City and the Proponent commence negotiations in relation to the form of a Head of Agreement which sets out the key commercial terms of the Project;
10. If:
 - a. The City is satisfied with its due diligence enquiries;
 - b. The Proponent is satisfied with its due diligence enquiries;
 - c. The parties have identified a suitable anchor tenant; and
 - d. The parties have reached agreement on the form of the Heads of Agreement,
 then the City will undertake the Business Plan Process as required under the *Local Government Act (WA) 1995*.

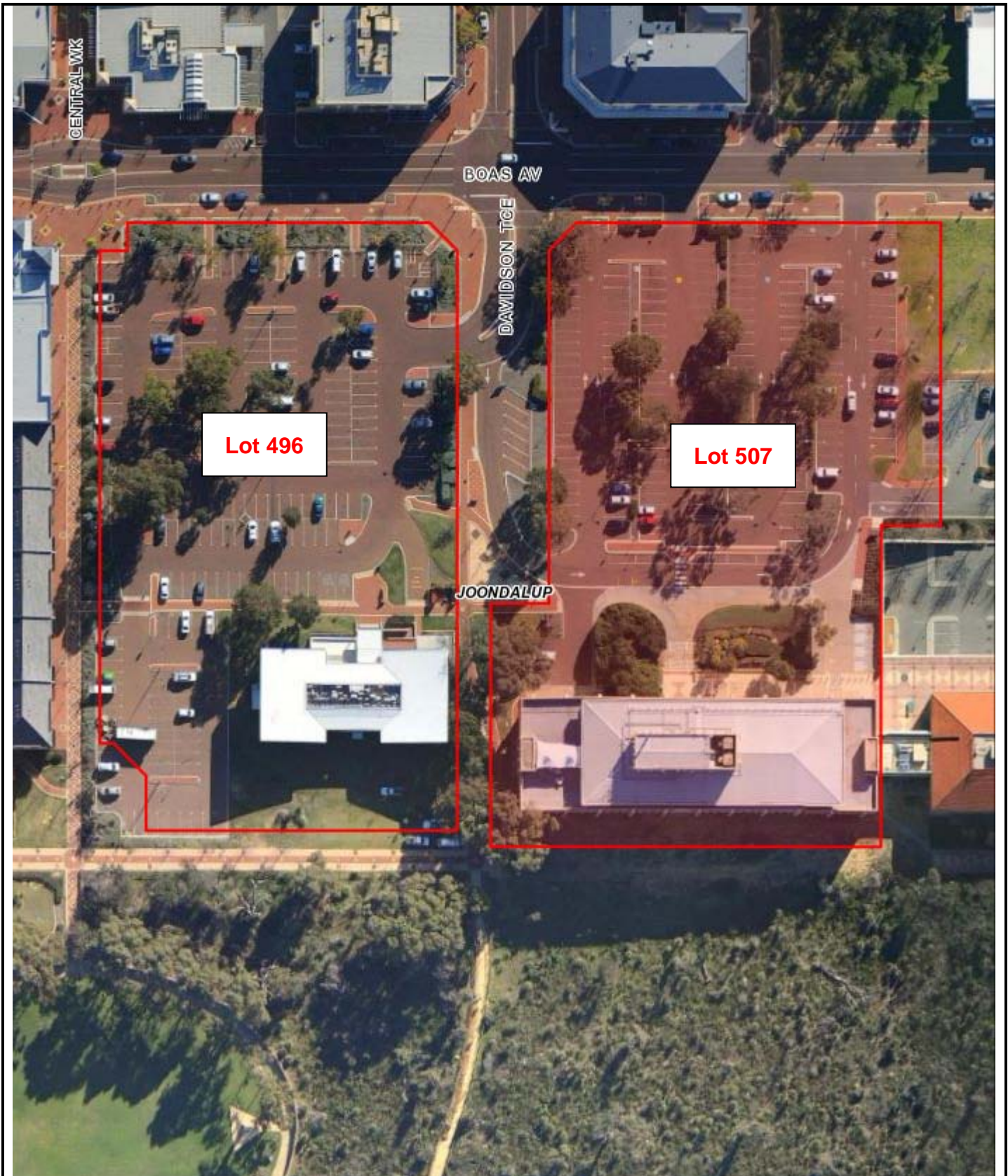
**JOONDALUP CITY CENTRE
COMMERCIAL OFFICE DEVELOPMENT**



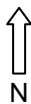
11. If the Business Plan Process is successful, the City and the Proponent execute the Heads of Agreement. Both parties will be bound to proceed with the transaction under the Heads of Agreement.
12. The City and the Proponent must then negotiate, agree and execute the formal Contract Documents (being the Sale Contract, Development Agreement, Agreement for Lease with the anchor tenant etc) on terms that are comprehensive and precise, but not different in effect, from the Heads of Agreement.
13. Upon execution of the Contract Documents the parties will undertake the transaction contemplated in the Contract Documents.

Prepared by:

*Jackson McDonald
11 September 2012*



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Date: 2 October 2012

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**Joondalup City Centre Commercial
Office Development**

PREFERRED SITES



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**Joondalup City Centre
Commercial Office Development**

Site Options

Thursday, 27 September
2012

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