



# Ocean Reef Marina Memorandum of Understanding

February 2018



**This MEMORANDUM OF UNDERSTANDING dated**

**2017**

**is entered into between:**

**WESTERN AUSTRALIAN LAND AUTHORITY trading as LandCorp of Level 6,  
40 The Esplanade, Perth, Western Australia, 6000**

**and**

**CITY OF JOONDALUP of 90 Boas Avenue, Joondalup,  
Western Australia, 6027**

**1 DEFINITIONS**

1.1 In this Memorandum of Understanding, unless contrary intention appears:

Parties	means the Western Australian Land Authority trading as LandCorp and the City of Joondalup
MOU	means this Memorandum of Understanding include the attachments
Project	means the Ocean Reef Marina development.

**2 VISION**

2.1 The Project Vision is to deliver a vibrant waterfront precinct providing a range of recreational, tourism, residential, boating facilities and employment opportunities. More specifically the project will work to deliver:

- A marina with capacity for 550+ boat pens, 200+ boat stackers, boat ramps and associated trailer parking.
- A family beach within the protection of the marina.
- Up to 12,000 square metres of retail/commercial floor-space in a vibrant waterfront precinct that has been designed to accommodate future public transport services.
- Over 8 hectares of public open space, active play areas, landscaped verges and promenades.
- Marine commercial, land area for sea sports clubhouse and sea rescue, with a land area for helipad access and a project contribution to manage and relocate existing occupiers.
- Over 1,000 residential dwelling units in a combination of single residential home-sites, apartments and mixed-use developments.

- 2.2 The Project includes marina infrastructure and associated land-side developments as indicated in Attachment 1 Concept Plan 7.2A. It is acknowledged that this plan will be refined in consultation with key stakeholders to optimise project outcomes.

### **3 BACKGROUND**

- 3.1 Ocean Reef Marina has been under consideration for a significant period with various proposals over the last 30 years.
- 3.2 In recent years, the City has been the custodian of the Project, having invested considerable resources towards developing marina concepts, technical investigations and feasibility studies.
- 3.3 In 2009, the City affirmed Project guiding philosophy and parameters which are summarised as:
- world class recreation, boating, residential and tourist marina development
  - sustainable community amenity
  - social and economic benefit to all residents
  - balance of public, residential and commercial amenities
  - equitable facility for visitors and residents
  - social and economic maximisation of land use.
- 3.4 As the City does not have the capacity or resources to deliver the Project, the City in October 2015 requested that the State Government become the proponent for the Project.
- 3.5 LandCorp is established under the *Western Australian Land Authority Act 1992*, which, among other things, sets out the specific objective of the provision and development of commercial, residential and other land to meet the social and economic needs of the State, while taking into account environmental outcomes. Consistent with these objectives, LandCorp has a policy of progressing transformational projects (including infill projects, employment land, and activity centres), and will take the role of Project Manager for the Project.
- 3.6 On 3 September 2017, the State Government publicly announced the Project, appointing LandCorp as the lead proponent. The Parties have agreed to enter into this MOU to enable the Project to progress, and work collaboratively towards implementing the Project in an orderly and expeditious manner.

### **4 PURPOSE**

- 4.1 The overall purpose of this MOU is to set out the roles of the Parties and outline how they will work together in implementing the Project as approved by Government.

### **5 STATEMENT OF OBJECTIVES**

The intended outcomes include:

- 5.1 Establishing a strong working relationship between the Parties which will facilitate a joint commitment to the finalisation of statutory approvals, detailed design, construction and implementation of the Project vision in a collaborative and timely manner.

## 6 ROLES OF THE PARTIES

### 6.1 The City agrees that it shall:

- (a) Engage with LandCorp to progress the required planning approvals.
- (b) Engage with LandCorp to agree on an appropriate planning mechanism in the best interests of the Project.
- (c) Provide an ongoing commitment to the delivery of the Project, and assist LandCorp in implementing the Project vision.
- (d) Engage with LandCorp and the Department of Transport to agree the terms of a Marina Precinct Management Agreement.
- (e) Engage with LandCorp to agree the ongoing management responsibility for landside assets.
- (f) Not dispose of or otherwise deal with land it owns within the area of the Project (27 hectare area comprising Lot 1032 on Plan 13198 and Lot 1029 on Diagram 57604) which would materially affect or restrict the implementation of the Project.
- (g) Contribute the portion of City owned land required for the Project for an agreed market value (assumed to be nominal) consideration. The methodology used to value the required Project land to be agreed between the Parties.
- (h) Consider making contributions to the cost of community infrastructure including but not limited to roads, landscaping and community parking. The extent of such contributions to form part of a separate agreement to be negotiated between the Parties.
- (i) Ensure adequate resources are available to champion the Project and to work with LandCorp to deliver the Project outcomes.
- (j) In collaboration with LandCorp, continue to progress an appropriate level of stakeholder engagement and continue to take an active role leading the consultation with the community.

### 6.2 LandCorp agrees that it shall:

- (a) Subject to Government approval, implement the Project in accordance with the approved Business Case (as appended to the Cabinet Submission) in a proper and timely manner.
- (b) As Project Manager, work with the City and the Department of Transport to explore marina management options and ultimately facilitate the finalisation and execution of a Marina Precinct Management Agreement.
- (c) Coordinate through the Department of Planning, Lands and Heritage, and the City, all land assembly and seabed license requirements necessary for the Project.
- (d) Manage Government's contribution (\$120 million) to deliver the marine infrastructure.
- (e) Invest LandCorp equity to deliver landside development including the delivery of community infrastructure consistent with the approved Business Case (as appended to the Cabinet Submission).
- (f) Facilitate private sector built form delivery through land sales or other commercial arrangements.
- (g) Reimburse the City up to \$500,000 for works to progress the Metropolitan Region Scheme Amendment and Public Environmental Review.
- (h) Takeover or otherwise procure consultants (including making all consultant payments) to provide best practice input into project delivery.

## **7 IMPLEMENTATION**

- 7.1 The Parties agree to facilitate the transition of proponency to LandCorp in an orderly and expeditious manner.
- 7.2 The Parties agree to work in a collaborative manner and in a spirit of co-operation to develop and undertake mutually acceptable governance arrangements to deliver the Project as approved by Government.
- 7.3 The Parties agree to enter into a detailed Development Agreement as required to deal with the implementation of the Project which will replace this MOU.
- 7.4 The Parties agree to enter into any other agreements as required to deal with matters not covered by this MOU.
- 7.5 The Parties agree to participate in the Governance Structure of the Project, a draft of which is attached (Attachment 2).
- 7.6 The Parties will maintain a close working relationship but in a manner that recognises each Party's statutory and operating regulations and is consistent with a separation of the City's regulatory planning functions and LandCorp and the State's statutory functions.
- 7.7 The Parties will work together and will deal with each other in a manner that:
  - encourages open discussion and feedback to achieve common goals
  - respects the confidentiality needs of the parties
  - responds to the respective decision-making processes of the parties
  - encourages a consensus approach and work together on how each party will address and action issues.

## **8 DURATION**

- 8.1 This MOU will commence on the date it is signed by the Parties and will continue until the Project is completed, unless superseded or agreed otherwise.

## **9 GENERAL**

- 9.1 Nothing in this MOU or any associated circumstances shall give rise to any relationship of joint venture, fiduciary relationship, or partnership between the Parties. No Party has the right to assume or create obligations of any kind, express or implied, in the name or on behalf of any other Party.
- 9.2 The Parties agree that whilst each Party will use their best endeavours to give effect to this MOU, this MOU is not contractually or legally binding and that this MOU does not impose any legal liability on any Party.
- 9.3 The Parties agree that this MOU does not constitute any representation, offer or invitation that is capable of acceptance or that could form the basis of an estoppel.

9.4 The Parties shall:

- (a) Remain committed to the Project through to its completion.
- (b) Work cooperatively at the senior management and officer level.
- (c) Maintain open communication, both formal and informal, to progress the objectives of this MOU.
- (d) Share information and knowledge as practicable.
- (e) Advise any stakeholder in the Project about arrangements between the Parties as outlined in this MOU.

9.5 Building on the City's community consultation process to date, an appropriate stakeholder engagement and communications strategy will be developed and agreed by both Parties. The Parties will develop and agree to a communications protocol to guide the coordination of joint communications when dealing with the media and stakeholders in giving effect to this MOU on issues of significance or mutual concern, including circulating draft media statements, advertising proposals and materials, and community information between the Parties for comment prior to publication.

9.6 No Party shall represent itself as, and will ensure that its employees, contractors and sub-contractors or agents do not represent themselves as being an employee, partner agent or representative of any other Party.

9.7 The Chief Executive Officers of the City and LandCorp will each appoint a staff member to be the Contact Officer in relation to this MOU. The Contact Officer of each Party shall be the first point of contact for that Party and shall act for that Party in accordance with his/her authority under the relevant legislation, policies and protocols. Each Party will inform the other Party of the details of the Contact Officer and any changes to the Contact Officer or the details of the Contact Officer.

9.8 The Parties may review this MOU at any time to determine whether it remains relevant to their respective roles.

9.9 Any modification, amendment or other variations to this MOU will be made in writing and agreed by the Parties.

9.10 Any notices under this MOU will be served on the parties at the following addresses:

LandCorp  
Mr Frank Marra  
Chief Executive Officer  
Locked Bag 5  
Perth Business Centre  
PERTH WA 6849  
Ph: (08) 9482 7499  
Email: [landcorp@landcorp.com.au](mailto:landcorp@landcorp.com.au)

City of Joondalup  
Mr Garry Hunt  
Chief Executive Officer  
PO Box 21  
JOONDALUP WA 6919  
Ph: (08) 9400 4000  
Email: [info@joondalup.wa.gov.au](mailto:info@joondalup.wa.gov.au)

This document is signed as a MOU by the following signatories on behalf of their agencies:

Signed: .....  
**Mr Frank Marra**  
Chief Executive Officer, LandCorp

Date: .....

Signed: .....  
**Mr Garry Hunt PSM**  
Chief Executive Officer, City of Joondalup

Date: .....