



# Statement of Agreement

## Withers Community Renewal Action Plan

*Supporting its aspirations and potential for a  
better quality of life*



12 March 2012

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# 1 Introduction

## 1.1 Aims of the Agreement

This Statement of Agreement sets out the joint working arrangements between the South West Development Commission (SWDC) and the City of Bunbury (Council) for the continued improvement of the Withers neighbourhood area.

The aims of this partnership are to reduce the level of disadvantage and raise the image of the Withers community in order to support the sustainable development of the neighbourhood by:

- promoting Withers as a living space within Bunbury that reflects a high quality of life in an affordable environment and which is valued within the broader Bunbury community;
- collaborating to ensure State and Federal Governments are informed about the opportunities and barriers to progressing better outcomes for the residents;
- working jointly on projects of common interest that benefit Withers; and
- sharing knowledge and information to assist sustained local environmental, social and economic development.

It is recognised that this agreement forms the basis of a partnership between the SWDC and the City of Bunbury in securing the participation of State and federal government agencies, and other key stakeholders, in order to promote greater opportunities for sharing of information and accessing of funding for community development/renewal/development activities in Withers.

It is also recognised that the State Government and the City of Bunbury mutually share responsibility to their taxpayers/ratepayers for the delivery of equitable outcomes in relation to integrated planning and development across all locations within Bunbury.

## 1.2 Purpose Statement

This document establishes an agreement between the SWDC and the City of Bunbury on a cooperative relationship between the two organisations to achieve agreed objectives for a community renewal/development programme in Withers. The purpose of this agreement is to define the intent and arrangements for the joint development and implementation of a community renewal action plan for Withers based on a process of community engagement.

## 1.3 Parties to Agreement

### **South West Development Commission**

The SWDC is established under the *Regional Development Commissions Act 1993*, with a responsibility to foster the regional development of the South West Region of

WA. The objectives of the Commission are to:

- Maximise job creation and improve career opportunities in the region.
- Develop and broaden the economic base of the region.
- Identify infrastructure services to promote economic and social development.
- Provide information and advice to promote business development.
- Seek to ensure that the general standard of government services and access to those services in the region is comparable to that in the metropolitan area.
- Generally take steps to encourage, promote, facilitate and monitor the economic and social development of the region.

These objectives are to be achieved through the following activities:

- Promoting the region.
- Facilitating co-ordination between relevant statutory bodies and State agencies.
- Co-operating with representatives of local government, industry and commerce, community sector agencies, employer and employee organisations, education and training institutions and other sections of the community.
- Identifying opportunities for, and encouraging, regional investment.
- Identifying the infrastructure needs of the region and encouraging the provision of that infrastructure.
- Co-operating with State and Commonwealth departments, agencies, instrumentalities and statutory bodies and local governments in order to promote equitable delivery of services.

### **City of Bunbury**

The Council is mandated under the *Local Government Act 1995*, with responsibility for the performance of local government functions in the district. The City of Bunbury in carrying out its functions under the Act is to use its best endeavours to meet the needs of current and future generations through integration of environmental protection, social advancement and economic prosperity. The current strategic objectives of Council are:<sup>1</sup>

- improve the relationships with the state, federal and other local governments;
- strengthen the City of Bunbury's governance and leadership;
- deliver major capital projects on time and on budget;
- implement City Vision;
- promote ecological sustainable development of the City's built and natural environment; and
- develop social capital.

It is important to note that at the time of drafting this agreement, the City of Bunbury

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<sup>1</sup> City of Bunbury Strategic Plan 2007-2012.

is undertaking the preparation of the Strategic Community Plan and associated Corporate Business Plan<sup>2</sup> in accordance with the State Government's local government reform programme. Of particular relevance to this agreement is that the Department of Local Government's Integrated Planning and Reporting Framework and Guidelines highlights that the community is to be an active partner in realising the local government's future. Specifically that:

*It is the future vision, aspirations and service needs of the community, or more accurately, the range of varied communities within a local government area, identified through local government forums and planning groups, which informs the local government's direction and operations. Communities also ensure, through examining Corporate Business Plan priorities and reviewing local government performance via Annual Reports and other communications, that the local government is making adequate progress towards achieving their needs and aspirations.*

*Local governments are ultimately accountable to the communities they serve. They need to recognise long term community aspirations and set priorities and directions to fulfil them by administering operations within the available resources. They should then report progress to the community by linking back to its initial aspirations and amending plans to reflect changing community needs and circumstances.*

Consequently, the City of Bunbury's participation in the Withers community renewal/development programme is to fit within its city-wide strategic planning framework (Bunbury 2030 - your city, your say). Therefore, any resulting local area / place planning<sup>3</sup> arrangements<sup>4</sup> for Withers developed through the implementation of this agreement must be able to be replicated and sustained in other local areas over time.

Those items for which the City of Bunbury has lead agency responsibility for under the endorsed action plan will need to be implemented through the Strategic Community Plan Activation process - under which the identified short, medium and long term community aspirations will be used to inform local government operations. This will be achieved through a process of Council setting (4-5 years) priorities and direction and the local government administration actualising this through the delivery of operational plans in accordance with overarching in accordance with the adopted Corporate Business Plan.

## 1.4 Agreed Outputs

Whilst the agreed outcomes are yet to be determined, the SWDC and the City of Bunbury seek to achieve the following outputs for a community and government owned quadruple bottom line action plan for the sustainable development of Withers:

(a) integrated public open space planning that promotes greater public safety,

<sup>2</sup> This will replace both the Strategic Plan and the City Vision Strategy and associated City Vision Action Plan.

<sup>3</sup> These terms mean a proactive and localised community planning process in accordance with the Australian Local Government Association's *A Guide to Integrated Local Area Planning* (1993), and may also include the term 'place-based management'.

<sup>4</sup> This includes any resulting governance and service delivery models.

- physical activity and recreational and cultural opportunities;
- (b) integrated transport planning that provides options for public transport as well as cycling and walking that improves access and mobility;
  - (c) housing strategy that provides for improvement to existing housing and opportunities for new affordable housing including appropriate options for seniors and other groups in the area;
  - (d) infrastructure planning that incorporates a review of community infrastructure and services together with recommendations for further development;
  - (e) local area economic development strategy, including a review of local employment and business start-up / incubation opportunities; and
  - (g) a perception change strategy to reduce stigma and enhance image and identity of Withers.

It is acknowledged that the delivery of the above list of outputs will not all occur as a part of the production of the draft action plan. Rather, it is expected that certain specialised or complex outputs may become projects that occur as a consequence of the endorsed action plan. Therefore, it is recognised that the management of community expectations will be an inherent component of necessary risk management considerations during the life of the programme.

## 1.5 Project Area

The study area for the community renewal/development programme (i.e. the action plan boundary) applies to that area shown in Figure 1 below. Nevertheless, it must be acknowledged that various supporting investigations will take into account the numerous interrelationships that the Withers neighbourhood has with not only its surrounding suburb of Minninup but also the district and the Greater Bunbury sub-region.

Figure 1: Project area boundary.



## 2 Terms of Agreement

### 2.1 Agreement not Binding

It is agreed and accepted that nothing in this Statement of Agreement implies any form of legal contract, undertaking, commitment or obligation by either party.

### 2.2 Period of Agreement

This agreement, together with any attached addendum, will commence on the date of its signing by the respective Chief Executive Officers of the two organisations. The agreement will apply for the duration of the endorsed community renewal/development action plan. Whilst it is envisaged that production of a community renewal action plan will occur as soon as practicable once the programme governance framework has been established, it is anticipated that a draft action plan will be finalised within six months from the engagement of the Project Manager.

### 2.3 Variations to Agreement

Either of the parties to this agreement may, at any time by written notice, agree to a variation. Whilst not binding, any variation to this agreement is to be writing and signed by both the parties.

### 2.4 Dispute Resolution

Both the Commission and the City of Bunbury agree that they will take all necessary steps to resolve any differences of opinion on the interpretation of any of the matters contained in this agreement, or of any matter relating to service delivery not contained in this agreement. Such differences of opinion will be resolved using the following procedures:

- (a) Initial negotiation on the matter in dispute will be undertaken between the Manager People and Place for the SWDC and the Director of Planning and Development Services for the City of Bunbury.
- (b) If not resolved through the initial negotiation, the matter is to then be referred for resolution through negotiations between the Chief Executive Officer of the SWDC and the Chief Executive Officer for the City of Bunbury.

Despite the existence of a dispute, each party will (unless requested not to do so by the other party) continue to perform its commitments under this agreement.

### 2.5 Management Structure

It is envisaged that community renewal/development activities in Withers will be managed and coordinated by arrangements agreed to from time-to-time by the two

organisations. In the first instance these will include the meetings of a Project Coordination Group on which both parties agree to sit.

## 2.6 Performance Expectations

The SWDC and the City of Bunbury commits to a program of joint meetings to promote the spirit of this Statement of Agreement.

Both parties to this agreement agree to comply with the terms and conditions specified herein. If service provision does not comply with the terms and conditions of this agreement, either party may set out in writing:

- the areas in which service delivery does not meet standards;
- request a response in writing as to why compliance is not occurring; and/or
- request a report or further information to identify and encourage improved performance.

## 2.7 Governance Agreement

The SWDC and the City of Bunbury agree to:

- The notion of a Statement of Agreement, and its use as a tool to foster learning and effective business relations and cooperation between the Commission and the Council.
- Establish a Project Control Group to oversee the process that includes the SWDC, Department of Housing, Department of Planning the City of Bunbury and other State Government agencies (e.g. Department of Health, Western Australian Police, etc) as required.
- Establish three Project Reference Groups to assist with broad community engagement and to provide advice to the Project Control Group as follows:
  - Government Agency Reference Group - with representation from government agencies with a direct stake in the future development of Withers.
  - Business and industry Reference Group - with representatives of the local business community, property sector and Bunbury Chamber of Commerce and Industry.
  - Community Reference Group - is to be representative of the local community (e.g. including members from the Withers Action Group and the indigenous community).

The chairmanship and membership of the Community Reference Group is to be determined through a selection process under the direction of the Project Control Group. Facilitation of the Community Reference Group is to be undertaken by the appointed Project Manager.

- Both parties keeping each other fully informed of developments and any major issues associated with the community renewal/development programme;
- Collaboration and cooperation in promoting positive messages about Withers and communicating the activities and achievements of community

renewal/development in Withers.

- Adopting a united approach in responding to any controversy that may be associated with any community renewal/development activities in Withers.
- Cooperating in the preparation of plans for each phase of community renewal/development, ensuring compliance with relevant adopted policies of the federal, State and local governments and that project scheduling at the working level is achieved.
- Acknowledging that work undertaken by the Commission and Council in accordance with the demand of the market place is to be feasible and commercially sound.
- Accepting that parties have complementary roles, policies and objectives aimed at shaping the urban economic and social fabric of Withers, and that high level of coordination and collaboration will lead to increased benefits and outcomes for their respective organisations.

### **South West Development Commission**

The SWDC agrees to:

- provide up to \$80,000 in funding towards the preparation of an action plan for Withers (including works associated with supporting studies, community engagement, and events, etc).
- undertake the project management responsibility with the support of the City of Bunbury;
- appoint a Project Manager in conjunction with the City of Bunbury<sup>5</sup> with appropriate skills and knowledge<sup>6</sup>;
- chair the Project Control Group with support of Council and participation of other relevant State Government agencies;
- chair the Government Agency Reference Group and Business and industry Reference Group;
- provide administrative support, with assistance of the City of Bunbury as required, to the Project Control Group and three Project Reference Groups;
- coordinate whole of government involvement in community renewal/development activities;
- provide information in a timely and effective manner that facilitates the delivery of community renewal/development planning and implementation activities in the Withers area;
- communicate promptly significant changes in policy or strategy direction; and
- provide a clear scope of services that reflects the objectives of the Commission and participating State and Federal agencies in fulfilling State Government obligations under the endorsed community action plan for Withers.

<sup>5</sup> Selection panel is to be composed on SWDC and City of Bunbury representatives.

<sup>6</sup> Project Manager is to have demonstrated knowledge of community development and social planning practice, and is to poses excellent community engagement, facilitation and mediation skills.

## City of Bunbury

The Council agrees to:

- provide up to \$80,000 in funding and in kind support towards the preparation of an action plan for Withers (including works associated with supporting studies, community engagement, and events, etc);
- provide media and public relations support to the Project Control Group in a collaborative approach between the communications teams of the SWDC and the City of Bunbury;
- participate in the Project Control Group for Withers in conjunction with other relevant State Government agencies;
- provide technical support the three Project Reference Groups;
- provide administrative support to the Project Control Group and three Project Reference Groups as required;
- work cooperatively with the Commission towards achieving the agreed objectives of the community renewal/development programme for Withers;
- coordinate the local government's involvement in community renewal/development activities (including any relevant internal advisory committees or working/reference groups of Council);
- provide information in a timely and effective manner that assists with the delivery of community renewal/development planning and implementation activities in the Withers area;
- communicate promptly significant changes in policy or strategy direction;
- provide resources for the preparation of a community action plan for Withers;
- provide resources in support of community engagement activities; and
- provide identified services to an agreed standard in accordance with the endorsed community action plan for Withers.

## 2.8 Communications

All communications, including those of the Project Manger, relating to this project is to be authorised by the Chief Executive Officers of the SWDC and the City of Bunbury, and there is to be appropriate acknowledgements and use of logos on written material that is provided to the public, media and all other stakeholders.

All media releases / statements are to be coordinated through the Project Control Group and approved by both Chief Executive Officers (or their delegate) prior to release to the public and/or media.

The City of Bunbury will speak on matters in relation to local government functions and the issues relevant to the long term strategic planning of the local area in context of the City's and local community's vision and priorities. The SWDC will speak on matters relating to other stakeholders within the spirit of this agreement.

Both Chief Executive Officers shall meet monthly to ensure both agencies are receiving the maximum benefit from this agreement.

### 3 Signatures

The information contained in this Statement of Agreement has been agreed upon by both parties.

Mr Andrew Brien

Mr Don Punch

CEO

CEO

City of Bunbury

South West Development Commission



Date: 23/3/12

Date: 26.3.12