

# **Attachment A**

**Memorandum of Understanding with the  
NSW Department of Education  
Joint Use Project**

# Asset Management Planning and Strategy

## Joint Use Project – Memorandum of Understanding – City of Sydney

### 1. Rationale

The Department of Education has developed a policy for Joint Use Projects (JUP). The rationale for preparing this Memorandum of Understanding (MoU) is to form the basis for a co-operative relationship between the two parties in regards to investigating potential joint use projects.

### 2. Goals and Objectives

The goals and objectives for the partnership include:

- Collaborative investigation of joint use project opportunities.
- Optimisation of community benefits related to the provision of public assets.
- Obtaining mutually beneficial outcomes for each partner.

### 3. Partner Organisations

This MoU is between the organisations listed below.

#### 3.1 Department Details

Region Name or Cluster References	Inner City and Green Square clusters
Department Representative	Katie Joyner, Director Schools Planning
Street Address	Level 4, 35 Bridge Street Sydney NSW 2000
Postal Address	GPO Box 33 Sydney NSW 2001
Email Address(for correspondence)	katie.joyner@det.nsw.edu.au
Contact person (for correspondence)	Katie Joyner, Director Schools Planning
Telephone	9561 8929
Fax	9561 8077

#### 3.2 Partner Details

Correct Legal Name	Council of the City of Sydney
Street Address	Town Hall House, 456 Kent Street Sydney NSW 2000
Postal Address	GPO Box 1591 Sydney NSW 2001
Email Address (for correspondence)	driordan@cityofsydney.nsw.gov.au
Contact person (for correspondence)	David Riordan, Director City Operations
Telephone	9265 9092
Fax	
Partner's an ACN or ABN	ABN
	22 636 550 790

### 4 Subject Area

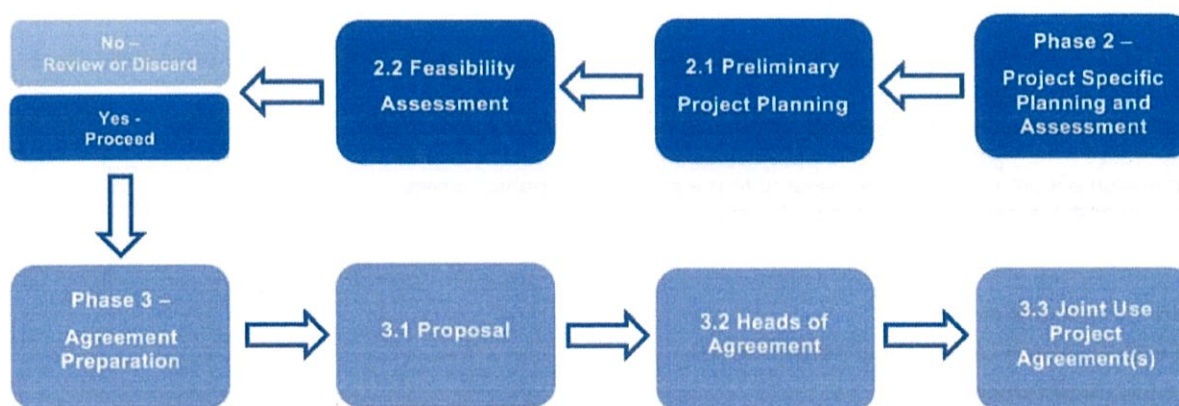
This MoU relates to Sydney Local Government Area.

## 5 Purpose and Process

After agreeing to establish a strategic partnership through 'Phase 1' of the process outlined in the Department of Education's *JUP Guidelines*, the purpose of this MoU is to:

- formalise and agree on potential joint use project opportunities and priorities within the Sydney LGA,
- identify and agree to partnership roles and responsibilities in regard to progressing the investigation of agreed priority projects; and
- agree to progressing the investigation of agreed priority projects through 'Phase 2' of the process outlined in the *JUP Guidelines* and to determine if they will be realised through a formal legal agreement (Phase 3). If both parties mutually agree, selected projects will be progressed through Phase 3 by a joint advisory group with formal sign off required by each party at steps 3.1, 3.2 and 3.3.

The key steps in this process are shown in the diagram below.



Throughout this process, projects will be subject to review and evaluation at each step (refer to section 11).

## 6 Roles and Responsibilities

The parties agree to form a JUP Advisory Group to develop an *Investigation Program* to guide the investigation of the priority joint use projects and review and update the *Investigation Program* on an ongoing basis. It is noted that the role of the JUP Advisory Group is limited to potential joint use projects and does not extend to the planning and/or location of Education assets generally.

The JUP Advisory Group will consist of the following delegates (1 per partner) and members (up to 4 per partner) or their proxies. Parties may invite additional staff and/or consultants to meetings as required to assist with discussions and/or information sharing but must advise the other party in advance of the meeting.

- Department -
  - Delegate: Katie Joyner, Director Schools Planning (proxy: Susanne Johnson, Senior Asset Planner )
  - Members: Susanne Johnson, Senior Asset Planner (proxy: Lisa Jansen, Asset Planner ), Glenn Downie, Director Asset Management Unit Sydney (proxy: Nick Stevanovic, Senior Group Leader), Ros Moxham, Director Public Schools NSW (proxy: Sylvia Corish Director Public Schools NSW), Richard Hayes, Director Commercial Transactions.
- Partner -
  - Delegate: David Riordan, Director City Operations (proxy: Chris Lawlor Senior Manager Development and Strategy )
  - Members: Chris Lawlor, Senior Manager Development and Strategy (proxy: Rachel Perrin Executive Manager Infrastructure North ), Joel Johnson, Manager City Greening and Leisure (proxy: Jacqui Brooks, Parks Assets and Services Manager). Further members to be nominated on a project basis.

The roles and responsibilities of the JUP Advisory Group include the following points:

- The JUP Advisory Group is accountable for:
  - fostering collaboration,
  - removing obstacles to the partnership's successful delivery, adoption and use,
  - maintaining at all times the focus of the partnership on the agreed scope, outcomes and benefits; and
  - monitoring and managing the factors outside the partnership's control that are critical to its success.
  
- The membership of the JUP Advisory Group will commit to:
  - attending all scheduled group meetings,
  - champion the partnership within and outside of work areas,
  - share all communications and information across all group members,
  - make timely decisions and take action so as to not hold up the project,
  - notifying members of the group, as soon as practical, if any matter arises which may be deemed to affect the development of the partnership; and
  - attendance at all meetings and if necessary nominate a proxy.
  - that each member will be provided with complete, accurate and meaningful information in a timely manner,
  - to be given reasonable time to make key decisions,
  - to be alerted to potential risks and issues that could impact the project, as they arise,
  - open and honest discussions; and
  - ongoing 'health checks' to verify the overall status and 'health' of the partnership.

## 7 Meetings

The following points relate to the conduct of JUP Advisory Group meetings:

- meetings will be chaired alternately by each party's delegate,
- notice of a meeting can be given by either party's delegate, but must be accepted by the other party's delegate to constitute a JUP Advisory Group meeting,
- a meeting quorum will be one JUP Advisory Group delegate or their nominated proxy from each MoU partner,
- decisions will be made by mutual agreement (i.e. both delegates agree),
- meeting agendas and minutes will be provided alternately by the party responsible for chairing the meeting, who will:
  - prepare agendas and supporting papers,
  - prepare meeting notes and information,
- meetings will be held as required, but not less than twice annually; and
- subgroup meetings (if required) will be arranged outside of these times at a time convenient to subgroup members. outcomes of these meetings will be reported to JUP Advisory Group delegates and shared as required at full JUP Advisory Group meetings.

## 8 Resources and Information

The JUP Advisory Group will discuss and nominate specific actions required to complete each step of the investigation process for each project. The responsibility of undertaking actions and the associated resources and costs will be agreed by the parties through the JUP Advisory Group.

Subject to confidentiality issues, the parties will share all relevant project information with each other. Unless otherwise agreed, all information that is shared is to be treated in confidence and not to be shared outside of the partner organisations without permission. Distribution of shared information within the organisations should be kept to a minimum (i.e. generally within the JUP Advisory Group and executive of each partner).

## 9 Dispute Resolution

Where a dispute between the parties cannot be resolved by the JUP Advisory Group, it should be referred to the Executive Officers of each party for resolution.



In the event that the Executive Officers cannot resolve the dispute, the view of the land owner shall prevail with the subject project(s) and the *Investigation Program* to be reviewed and updated by the JUP Advisory Group to reflect the outcome.

## 10 Term

This Memorandum shall commence on the date of execution by both parties and expire on *30 December 2019*, unless terminated earlier by written consent of both parties.

## 11 Review and Evaluation

The MoU partners and the JUP Advisory Group will review the viability of projects as they pass through each step of the 'Phase 2' and 'Phase 3' investigation processes and evaluate whether they should proceed to the next step of the process.

Should a project not progress through one of the steps, it will be:

- reviewed to consider scope changes and resubmitted, or
- issued with a lower priority for future investigation, or
- removed from the strategic project program.

The JUP Advisory Group will review and update (at least twice annually) the Strategic Project Program including:

- addition and/or removal of projects;
- changes/amendments to projects;
- revision of priorities; and
- status of each current project.



The updated program will be circulated to relevant executive officers of each partner organisation.

## 12 Execution

### SIGNATORIES TO THIS MEMORANDUM

We understand that the purpose of this Memorandum is to form the basis for a co-operative relationship between the two parties to investigate potential joint use projects. It is neither intended to be nor is a legally binding agreement.

Each party will strive to reach the objectives stated in the MoU and adhere to the undertakings outlined in each section to the best of their ability.

Signature of Department Representative		Signature of Partner Representative	
			
Name and Position of Department Representative <b>ANTHONY MANNING, CHIEF EXECUTIVE</b>		Name and Position of Partner Representative <b>PATRICIA MONICA BARONE, CHIEF EXECUTIVE OFFICER</b>	
Date: <u>1/3/2018</u>		Date: <u>19/2/18</u>	
<b>For Department Use Only</b>			
Agreement Type (complexity)			
Responsible Project Officer			

Other Comments	
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