



## MEMORANDUM OF UNDERSTANDING

<b>Title:</b>		
<b>Date Issued:</b>	/ /	<b>Review Date:</b> / /
<b>Formulated by:</b>	<b>Responsibility:</b>	

This document represents an agreement between:

**City of Greater Geraldton**

and

**Wandina Primary School**

### DESCRIPTION OF THE COLLABORATING ORGANISATIONS

#### City of Greater Geraldton (CGG):

The City of Greater Geraldton is a Local Government Authority with management responsibilities for the parks and reserves within its City boundaries.

#### Wandina Primary School (Wandina PS):

Wandina PS is an independent public school located on Ajax Drive, Wandina, next to Derna park. The school is looking for an innovative way of sharing their resources and strengthening the partnership between the school and the community.

### OBJECTIVES AND SCOPE OF THE COLLABORATION

This Memorandum of Understanding (MoU) outlines the terms and undertakings between CGG and Wandina PS to develop and maintain a nature playground on shared land. This MoU outlines the roles and responsibilities of each organization in relation to the planning, design, construction, operation and maintenance of the facility. CGG has provided a letter of support to Wandina PS dated 31 August 2016. Refer to the attachments.

Wandina PS will undertake this development in accordance with City and State legislative requirements; particularly safety requirements, risk management and holding the appropriate insurances.

### NATURE OF THE COLLABORATION

Planning and Design phases:

Wandina PS (together with the contractor) will be required to conduct an Occupational Health and Safety (OHS) risk identification workshop with CGG and other stakeholders before completion of the design to ensure that the construction, servicing and maintenance, operability and any other requirements are considered.

A project Health, Safety and Environmental Management Plan (HSEMP) shall be subsequently developed by Wandina PS to ensure relevant and appropriately scaled safety management specifications are in place.

The HSEMP and its sub-documents will cover all operational hazards identification including, but not limited to:

- Management of access/egress
- Management of construction/maintenance activities in close proximity to school
- Utilities and services
- Safety inductions
- Emergency response plans
- Protective clothing and equipment (PPE)

Prior to commencement of construction CGG will be given the opportunity to review the HSEMP. The construction stage may not commence without approval of the HSEMP by CGG.

Detailed design of the project shall be undertaken by a suitably qualified person or organisation. Wandina PS will be responsible to engage with the person or organisation and project manage the design process. The detailed design will address such issues not necessarily limited to irrigation, drainage, pedestrian traffic, Safety in Design (SiD) and crime prevention through environmental design (CPTED), environmental sustainability, and water conservation.

The detailed design will include a layout of the proposed development detailing the set out of the nature play space including paths, signage, access, fencing, irrigation and drainage details. Material details will also be provided. The detailed design as well as all plant species to be planted shall be subject to approval from CGG prior to construction proceeding.

Construction phase:

A risk registration workshop shall be held prior to any construction activity with the relevant contractors. All construction work shall be undertaken by suitably qualified contractors and sub-contractors (with 20 million insurance and warrant work for not less than 12 months)

Wandina PS will be responsible for project managing the construction phase. CGG will provide project oversight. The City will provide a suitably qualified officer as a contact for Wandina PS who will also oversee the project.

Operational / Maintenance phase:

A management committee will be set up with members of Wandina PS and CGG. This committee will be responsible to manage the ongoing maintenance of the constructed playground and any associated infrastructure installed. It will be the responsibility of this committee to agree on a maintenance plan and to review it every six months.

CGG will continue to maintain the remainder of Derna Park outside of the nature playground. CGG will also maintain the new car park and toilet block.

Any safety events, (accidents, near misses), damages or vandalism shall be reported to CGG immediately. CGG will then appoint an officer to investigate further to determine if any mitigation actions are required.

The HSEMP shall be periodically reviewed and kept up to date during the operation of the project.

#### Future additions or upgrades

Any future additions or upgrades shall be brought to the management committee and then presented to CGG. Each request will be evaluated and upgrades may be supported by CGG's playgrounds strategy and included in a revised MoU.

CGG and the school have identified future upgrades that could be planned for in the future. These include shade structures, seating, additional parking and ongoing development of the playspace. The school and the CGG will work collaboratively regarding any additional upgrades for the Playground.

### **TERMS OF THE AGREEMENT**

This MoU will be in place for the entire planning, design, construction and operation/maintenance phases of the nature playground.

### **ORGANISATION, COORDINATION AND MANAGEMENT OF THE AGREEMENT**

#### **City of Greater Geraldton:**

##### **Project Contact:**

- Mr Ross McKim – CGG Director Infrastructure Services
- E-mail: [Rossm@cgg.wa.gov.au](mailto:Rossm@cgg.wa.gov.au) Telephone: (08) 9956 6633

#### **Wandina Primary School:**

- Ms Di Miller – Wandina PS Principal
- E-mail: [Di.Miller@education.wa.edu.au](mailto:Di.Miller@education.wa.edu.au) Telephone: (08) 9923 4200

All correspondence related to this project is to come through the City's general enquiries systems marked attention to Ross McKim who will then coordinate any information requirements within the City.

Wandina PS will provide the City with a brief report every three months from the date of signing this agreement detailing progress and issues. The report is to provide sufficient information to satisfy the City's requirements. Once the construction is complete, the management committee shall be in place and the maintenance plan shall be reviewed every six months.

The City will store these reports and all information associated with this project within its record management system.

### **RESOURCES AND FACILITIES**

Health and Safety:

CGG will work with Wandina PS to develop the necessary OHS documentation and processes for the project.

Parking facilities and toilet block:

CGG will be constructing a car park and toilet block at Derna park. CGG will be responsible for full planning, design, construction and maintenance of the car park and the toilet block.

Water usage:

Water conservation is a priority and choice of plants shall reflect a water wise strategy. Water requirements and supply will be equally spread between CGG and Wandina PS.

**FINANCIAL ARRANGEMENTS**Funding for maintenance and repairs:

The maintenance and repairs shall be managed by the management committee and the cost thereof shall be equally shared between Wandina PS and CGG. If maintenance or repairs can easily be dealt with, Wandina PS gardener can conduct the works. If larger scale maintenance or additional works are required, CGG will provide support with machinery and additional man power.

Insurance:

Liability will be apportioned equally between both parties.

Ownership:

The portion of the playground equipment on Wandina Primary School land will be owned by the school. The portion of the playground assets on City land will be owned by the City.

**PROJECT PRESENTATION AND HOUSE KEEPING**

The location of the playground is partly in Derna Park which is an open public space and as such it is expected that the area is well presented at all times (tidy housekeeping).

**PROJECT CONCLUSION**

It is possible that at some time in the future, Wandina PS is unable to sustain their shared agreement in the provision of maintenance. In this event, parts of the nature playground seen as faulty or not meeting Australian standards will be removed.

**ACCESS**

The community will have access at all times to the playspace. The school will monitor duty of care issues when they are using the area. The area will also be used by a playgroup (this is held at the school) and Turtle Cove Early Learning Centre.

The school is to hold a standing booking for use of the playspace for recess and lunch times during school terms from 10.50 – 11.10am and 1.15-1.40pm.

#### **DISABILITY ACCESS**

All phases of this development are to consider and provide for disability access in accordance with legislative requirements and Australian Standards.

#### **DERNA PARK EVENTS**

Derna Park may from time to time be used by various community groups for special events. Wandina PS is to work cooperatively with these events as the need arise or as it may be required by CGG to ensure that these events do not hinder school functioning and delivery of school programs-.

#### **INTELLECTUAL PROPERTY**

All project designs, plans and documentation are to be provided to the City and become the property of the City. These are to be provided to the City at no cost to the City.

#### **DISPUTE SETTLEMENT**

Should any dispute arise concerning any matter referred to in this Agreement or arising out of it, a resolution shall be sought by discussion between Wandina PS and the City. If agreement is not reached the dispute shall be referred to two arbitrators, one appointed by each party. If the arbitrators are unable to agree the dispute will then be referred to an umpire selected by the arbitrators. No further action or suit will be brought by either party until the award has first been made by the arbitrator or the arbitrators' umpire.

#### **MEMORANDUM REVIEW**

This document can be reviewed and amended if both parties are in agreement.

#### **LIMITS OF RESPONSIBILITY AND LIABILITY**

The City shall not be liable for any claims arising from the construction and installation of the Park. Once park is finished and in operation we then take on property and public liability, and Wandina takes on liability for their users i.e. students / teachers

#### **SECURITY, CONFIDENTIALITY AND PRIVACY**

The MoU Partner agrees to comply with the Information Privacy Principles set out in section 14 of the *Privacy Act 1988* in respect of personal information received, created or held by the MoU Partner in connection with this MoU, as if the MoU Partner were an agency as defined in the *Privacy Act 1988*.

The MOU Partner agrees to comply with the provisions of the Freedom of Information Act and advise and acquire the authorisation of the City of Greater Geraldton to release and or disclose information under this MoU.

This clause shall survive the termination or expiry of this MoU.

**SCHEDULES AND/OR APPENDICES**

CGG Letter of support to Wandina PS dated 31 August 2016

**AUTHORISED SIGNATORIES**

**City of Greater Geraldton**

**SIGNED:** \_\_\_\_\_ Date     /     /2016  
**NAME:** \_\_\_\_\_  
**POSITION:** \_\_\_\_\_

**Friends of Geraldton Gardens**

**SIGNED:** \_\_\_\_\_ Date     /     /2016  
**NAME:** \_\_\_\_\_  
**POSITION:** \_\_\_\_\_

