

## **8.20. CitySwitch Green Office Program MoU**

**AUTHOR:** Niki Carey, Snr Sustainability Programs Co-ordinator

**ENDORSED BY:** Rob Emerson, Director Open Space and Environmental Services

### **ATTACHMENTS:**

1. CitySwitch MOU 2021 final NSC [8.20.1 - 10 pages]

### **PURPOSE:**

Council endorsement is sought to continue to provide support to the North Sydney office-based business community to help them improve their environmental performance through the extension of an existing CitySwitch Green Office until 30 June 2022.

### **EXECUTIVE SUMMARY:**

CitySwitch Green Office is a partnership between North Sydney Council, the City of Sydney, the City of Melbourne, the City of Perth, the City of Adelaide and the National Australian Built Environment Rating System (NABERS). Through this program, Council has been supporting the North Sydney businesses community to reduce their environmental footprint for more than ten years. The current Memorandum of Understanding (MoU) for the program ceases on 30 June 2021. A new 12-month MoU has been developed to commence 1 July 2021.

### **FINANCIAL IMPLICATIONS:**

The MoU commits North Sydney to an annual contribution of \$17,600 (ex GST) in 2021-22. This is similar to the last MoU signed in 2018. This contribution helps fund the City of Sydney to provide a national coordination service to undertake a number of specified activities on Council's behalf.

The MoU also commits Council to allocate a program manager to deliver the program to North Sydney based CitySwitch signatories. This commitment is met by Council's newly appointed Sustainable Business Officer, as 0.4FTE of this role is dedicated to implementation of the CitySwitch program.

North Sydney's financial and staff contributions are fully funded through Council's Environment Levy.

### **RECOMMENDATION:**

**1. THAT** Council delegates authority to the General Manager to sign the Memorandum of Understanding to continue to provide a high level of professional support to the North Sydney office based business community to help them improve their environmental performance.

## **LINK TO COMMUNITY STRATEGIC PLAN**

The relationship with the Community Strategic Plan is as follows:

1. Our Living Environment
- 1.2 North Sydney is sustainable and resilient

## **BACKGROUND**

CitySwitch Green Office commenced in 2008 to help reduce the environmental footprint of the office sector including energy, emissions, water and waste, and is the only national office tenant engagement program of its kind worldwide. Tenanted office-based businesses control 50% of the energy use in office buildings and influence the other 50%. Working with this sector is therefore an important tool in helping North Sydney to achieve its greenhouse gas emissions targets. CitySwitch is modelled on the 3CBDs Greenhouse Program which was initiated by North Sydney Council. North Sydney has therefore been an instrumental part of the program ever since its inception

Council's commitment to the CitySwitch Green Office program is identified within the North Sydney Community Strategic Plan 2018-2028 as a program the Council and the community should participate in, to work towards identified sustainability objectives.

## **CONSULTATION REQUIREMENTS**

Community engagement is not required.

## **DETAIL**

Council's solicitor has reviewed the attached Memorandum of Understanding and has advised that he has no objections to the MOU. He also noted that it is non-legally binding.

Some notable achievements of the CitySwitch program in the last 12 months include:

- the program grew by 15% in North Sydney despite the challenges presented by Covid19.
- 28 office tenancies participated in the program in North Sydney, representing a net lettable area (NLA) of 114,865m<sup>2</sup>.
- Together North Sydney based CitySwitch tenancies saved 8,457 tCO<sub>2</sub>e.
- North Sydney businesses achieved an average accredited NABERS rating (without GreenPower) of 5.0. This was the highest rating achieved for any LGA except Adelaide whose businesses achieved the same rating.
- The program staged a successful online awards celebration in 2020. A recording is available at <https://cityswitch.net.au/Get-involved/Awards>. It

demonstrates the high caliber of the program and its member businesses across the country.



*Figure 1: A snapshot of the 2020 CitySwitch Awards*



# Memorandum of Understanding

**The Council of the City of Sydney**  
**and**  
**North Sydney Council**  
**For**  
**CitySwitch Green Office**

Sydney2030/Green/Global/Connected

*city of villages*

THIS **MEMORANDUM OF UNDERSTANDING** is made on the 7th day of June 2021

BETWEEN

**THE COUNCIL OF THE CITY OF SYDNEY** (ABN 22 636 550 790) of Town Hall House, 456 Kent Street, Sydney NSW 2000 (the "**City**")

AND

**THE PARTY** set out in Schedule 4 (the "**Member**")

## **1. BACKGROUND**

The CitySwitch Green Office Program (the Program) is a voluntary initiative designed to assist businesses to maximise the benefits of energy and resource efficiency.

At the time of the national CitySwitch launch in June 2008, CitySwitch Green Office represented 600,000 square metres of office space in metropolitan Sydney. By December 2020 it represented over 5 million square metres nationally and achieved 270,000 tonnes of carbon savings.

Tenanted office-based businesses control 50 percent of the energy use in office buildings and influence the other 50 percent. Widespread achievement of a 6 star NABERS Energy rating with GreenPower among tenants will result in a significant reduction in overall electricity demand in each participating Council with resulting environmental and economic benefits.

The structure of CitySwitch is as follows:

- The National Steering Committee maintains the overall vision of the Program
- The City of Sydney administers the national co-ordination of the Program
- participating Councils can appoint Program Managers to engage with businesses to improve their environmental performance
- businesses become Signatories and formally commit to achieve and maintain a 6 star NABERS Energy rating with GreenPower, report their progress annually and engage with others in their peer group.

Members to this Memorandum of Understanding (MoU) include participating Councils and NABERS, administered nationally by the NSW Department of Planning, Industry and Environment

In FY 2022, the Program will maintain its current frame of reference while also seeking to evolve the program through a co-design process to meet Member needs and ambition. As a member of CitySwitch, the Member agrees to work with the City towards these plans and actively participate in its implementation.

## **2. VISION AND GOALS**

Our vision is that CitySwitch will:

- Encourage city worker behaviour to change towards an environmentally sustainable office culture through enrolling small, medium and large business tenants as Signatories to the Program;
- Reduce the greenhouse gas emissions of Signatories;

- Positively influence a widespread market transformation within the office-based business sector with a focus on sustainability issues;
- Deliver a nationally consistent office-based business program in participating cities and the surrounding greater metropolitan area; and
- Lobby and advocate for better energy efficiency and better waste efficiency within existing commercial building stock.

### **3. FINANCIAL AND RESOURCE CONTRIBUTIONS**

Each party agrees to contribute funding and resources to the Program as specified in the types of membership outlined in Schedule 1

### **4. GOVERNANCE**

The governance and administrative arrangements in support of this MoU are outlined in Schedule 2.

### **5. MEDIA AND PUBLICITY**

All members of the Program understand the importance of public recognition of their individual contributions and will acknowledge the Program and each other's contribution in materials generated. They will consult with each other regarding publicity for the Program and will not release information mentioning another member without first having obtained permission from that member.

### **6. CONFIDENTIALITY**

Where confidential information, including sustainability performance data, is provided by a member of the Program, the City and each other member will treat such information as confidential and will not misuse or disclose the confidential information unless required by law or with the consent of the member giving the information. This clause survives expiry or termination of this MOU.

### **7. INTELLECTUAL PROPERTY**

- (a) "IP Material" means any material in which intellectual property rights subsist.
- (b) If a member contributes any IP Material to a project, the member must (subject to clause 7(c)) grant an irrevocable, royalty-free licence to the other members to use and reproduce the material for the purposes contemplated by this MOU.
- (c) If a member wishes to contribute or disclose IP Material which it does not own, the member must:
  - (i) ensure that it has obtained all necessary licences and consents from the owner or licensor of the IP Material, including consent for the IP Material to be used by all members for the purposes contemplated by this MOU; and
  - (ii) on request of another member produce evidence of its right to use, reproduce or sub-licence third party material.
- (d) If the members jointly create IP Materials in the course of a project, the members agree to do all things necessary to ensure that:

- (i) each other member is entitled to use the IP Materials for the purposes contemplated by this MOU; and
- (ii) if the IP Materials are capable of being registered or commercialised for other uses, enter into legal arrangements which give equal rights to each contributing member in respect of the use and proceeds of the IP Materials.

## 8. DISPUTE RESOLUTION

If a dispute arises in relation to the subject matter of this MOU, the City's Manager of Sustainability Programs will meet with a nominated representative from the Member to resolve the matter within 20 business days. If the dispute is not resolved by negotiation, and the dispute arises out of a legally binding clause of this MOU, then such dispute must be referred to mediation before the commencement of any legal proceedings about the dispute, unless a party seeks an urgent or interim injunction.

## 9. TERM

- (a) This MOU is for one year, commencing on 1 July 2021 and expiring on 30 June 2022.
- (b) Either party may terminate this MOU by giving the other party 1 month's written notice. Any financial contributions that have been paid will not be refunded in whole or in part.
- (c) This MOU may be extended subject to review and agreement by members but there shall be no obligation for existing members to be a party to the extended MOU.

## 10. GENERAL

- (a) This MOU (with the exception of clauses **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.** and **Error! Reference source not found.**) is not a binding contract and nothing contained within it nor any pre-contractual negotiations creates any legally binding obligations. However, this MOU is a non-binding commitment between the parties to co-operate and to abide by its terms in their true spirit and intent for the duration of this MOU.
- (b) Except in clause **Error! Reference source not found.**, the use of 'agree' or similar words including 'commitment' and 'agreement' in this MOU does not imply any legally binding obligation.
- (c) This MOU may be varied by agreement of the parties in writing.

## 11. NO LEGAL RELATIONSHIP

Despite the use of the words 'member' and 'membership' in this MOU:

- (a) nothing in this MOU creates a partnership, joint venture, relationship of employer and employee or agency between the parties; and
- (b) the Member must not:
  - (i) represent that it is in a legal partnership relationship with the City or any other member;



- (ii) purport to make commitments or incur any liability for which the City or another member may be liable; or
  - (iii) cause the City or any other member to be liable for the act or omission of the City or another member.
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**SCHEDULE 1**  
**TYPE OF MEMBERSHIP**

**1. Large City Council Member**

Members from large City councils (population >100,000) will contribute to the Program as follows:

- \$60,500 (ex GST)
- A program manager to deliver the program to Signatories in the Council jurisdiction as outlined in Schedule 1

Members will receive a position on the National Steering Committee and support from the national secretariat to deliver the program in its fullest to their local Signatories

**2. Small City Council Member**

Members from small City councils will contribute to the Program as follows:

- \$17,600 (ex GST)
- A program manager to deliver the program to Signatories in the Council jurisdiction as outlined in Schedule 1

These Council members and their Signatories will receive the same value from the program as listed above for 'Large City Council Members'

**3. Council Member without a Program Manager**

Members from Councils who wish to participate in CitySwitch but are not able to allocate a local Program Manager to support delivery to Signatories will contribute to the program as follows:

- \$30,000 (ex GST)

These Council members will sit on the National Steering Committee. Signatory support will be provided by the Greater Metro Program Manager but will be limited to 3 hours per year to each existing signatory. No new signatories will be actively recruited in these Council areas. Only digital events and communications will be delivered to signatories in these jurisdictions.

**4. Associate (non-Council) Members**

Associate members support the vision and goals of the CitySwitch Program and will contribute to the program as follows:

- \$16,500 (ex GST)

Associate members will sit on the National Steering Committee

## **SCHEDULE 2 GOVERNANCE MODEL**

### **FUNDING**

Member contributions are outlined in Schedule 2 and will be managed with the following terms:

- Members will pay the annual contribution within 30 days of the receipt of a tax invoice from the City.
- Annual contributions will increase by reference to CPI each subsequent year
- Allocation of funds will be agreed by the National Steering Committee through the business planning process and reported on at each meeting.
- A detailed and complete budget will be prepared by the City and shared with National Steering Committee members at each meeting
- Any changes to allocation of funds or National Secretariat resourcing must be approved by the National Steering Committee
- Any unspent member funds at the end of each financial year will be rolled over to the subsequent financial year or returned to members (by agreement of both parties).

Member contributions will only be used for:

- Salary of the Greater Metro Program Manager
- Maintenance and development of the website and Customer Relationship Management System for the national Program
- Administration of the national Program
- Annual Progress Reports and the national reporting system
- National marketing and communications tools including the national awards ceremony
- Projects that support the evolution of CitySwitch as agreed by the national Steering Committee
- Other expenses required for the benefit of the CitySwitch Program, as agreed by the National Steering Committee.

### **ROLES AND RESPONSIBILITIES**

#### **1. National Steering Committee**

The National Steering Committee will consist of:

- One representative from each financially contributing Member
- One representative from the City of Sydney as Secretariat

The role of the National Steering Committee will be to:

- Lead the evolution of the Program in accordance with the business plan
- Maintain the Program's overall vision, direction and targets
- Review and approve an annual business plan and budget for the program

- Review and approve brand guidelines and Program targets
- Monitor the progress of the Program
- Promote and advocate for the Program
- Provide feedback on project planning, reporting, marketing and events
- Attend annual awards and conference
- Attend quarterly committee meetings
- Explore additional funding opportunities for the Program

## **2. City of Sydney as Program Member and National Program Co-ordinator**

The City of Sydney will have two roles as part of this MoU:

- Program member contributing funds and a program manager to deliver CitySwitch within the City of Sydney LGA equivalent to a 'Large Council Member' defined in Schedule 1
- National coordinator for the term of this MoU providing in-kind 0.5 full time equivalent staff to support delivery of the program.

The City of Sydney as national coordinator will have primary responsibility for the following:

- Secretariat for the National Steering Committee
- Manage the Program's strategic national direction, targets, planning and funding
- Co-ordinate and deliver an annual business plan and budget
- Coordinate and deliver an Annual Program Report
- Coordinate and facilitate evolution of the program
- Maintain a national reporting system
- Maintain a national website and CRM
- Maintain consistent marketing, branding and communications
- Manage the resolution of national issues in consultation with relevant stakeholders
- Liaise with federal/state government agencies
- Provide quarterly progress updates to the NSC

Report financial expenditure associated with the Program administration to the National Steering Committee to ensure accountability and transparency

## **3. Program Managers**

For those Members where a Program Manager is required as part of the terms of the MoU, the role of the Program Manager is to administer the program in their jurisdiction and provide Signatory support to participating office-based businesses. This is detailed as follows:

### **Administration**

- Develop an annual project plan and budget for their council area
- Provide quarterly updates on the project plan and budget to meetings of the National Steering Committee
- Attend monthly Program Manager meetings
- Attend national awards and annual conference
- Co-ordinate and deliver a CitySwitch state award
- Provide content and campaign input into the National Program, website and e-bulletin

- Use CitySwitch branding and available templates for communications
- Actively participate in workshops and activities in the evolution of the program

### **Signatory Support**

- Support Signatories to meet their commitments, including annual reporting
- Support Signatories to create and implement an annual environmental action plan and undertake annual relevant NABERS ratings
- Maintain strong commitment from Signatories through rigorous and proactive relationship management, promotion and support
- Apply an appropriate coordinated approach to engagement of Signatories with multiple tenancies
- Prepare and deliver local documentation, events, marketing and communications to Signatories
- Achieve the target number of Signatories and carbon emissions reductions as defined in the CitySwitch program targets as detailed in the business plan
- Communicate CitySwitch resources to other office-based businesses to encourage them to implement environmental actions

## **4. Greater Metro Program Manager**

The Greater Metro Program Manager will be funded by the National Program and administered by the City of Melbourne

The role of the Greater Metro Program Manager is to provide support to Signatories located in the following areas:

- Signatories that can access CitySwitch Member cities for the purpose of attending events and networking opportunities
- Existing signatories in remote and regional towns
- Existing signatories in Member Councils where there is no Program Manager

The Signatory support provided by the Greater Metro Program Manager will be limited to 3 hours per year to assist them with:

- Setting an environmental action plan and getting a NABERS rating (1 hour)
- Evaluating progress towards their annual action plan (1 hour)
- Annual reporting and awards submission (1 hour)

In addition to this, the Greater Metro Program Manager will:

- Develop an annual work plan
- Provide quarterly updates to meetings of the National Steering Committee
- Attend monthly Program Manager meetings
- Attend national awards and annual conference
- Use CitySwitch branding and available templates for communications
- Communicate CitySwitch resources to Signatories and other office-based businesses
- Actively participate in workshops and activities in the evolution of the program

## **5. Signatories**

All Signatories are required to agree to the following nationally consistent mandatory conditions of Program participation using the template available on the CitySwitch website. Signatories must:

- work with the CitySwitch Program Manager to obtain an indicative NABERS rating upon joining the program
- develop and implement an Environmental Action Plan to achieve and maintain an accredited NABERS Energy tenancy rating
- identify a pathway to become net zero emissions by 2050
- appoint a Lead Contact to monitor actual performance
- engage with their building manager/owner around a NABERS Energy Rating for the base-building, or for the tenancy through a Co-Assess Application
- promote environmental efficiency to their staff, customers and suppliers and share their experiences with other CitySwitch Signatories
- complete the annual progress report summarising progress towards meeting our commitment and attend the annuals awards ceremony
- adopt targets, action plans and to address waste and health and productivity

### SCHEDULE 3 MEMBER'S DETAILS

<b>Name</b>	North Sydney Council
<b>ACN / ABN</b>	32 353 260 317
<b>Address</b>	200 Miller Street, North Sydney, NSW 2060
<b>Phone</b>	02 9936 8100
<b>Email</b>	council@northsydney.nsw.gov.au
<b>Representative's name*</b>	Niki Carey
<b>Membership type</b>	Small City Council Member

\*Privacy notice:

Please note this representative and any other employee nominated by the Member over the period of the MOU may be contacted by the City for the purposes of communicating information and events relating to the Programs work or other relevant Sydney 2030 initiatives.

**Signed for and on behalf of THE )  
COUNCIL OF THE CITY OF SYDNEY )  
(ABN 22 636 550 790) by its duly )  
authorised officer in the presence of: )**

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of officer

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Name and position of officer

**Signed for and on behalf of INSERT )  
ORGANISATION (INSERT ABN/ACN): )  
 )  
 )**

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Name and position of authorised  
representative