

Statement of Intent

Joint Use Project Planning for St Ives Indoor Sports Centre

OBJECTIVE: Creation of a multi-purpose indoor sports facility on the St Ives High School Site

PURPOSE: This statement of intent (Sol) is proposed to be a pre-cursor for future legal documentation and to outline the anticipated commercial aspects of the proposed arrangement. With the exception of confidentiality clauses, no terms will be binding on any party until all formal agreements required to implement the arrangements are entered into by all parties.

ITEM	DETAILS
Site:	St Ives High School
Parties:	The Department of Education (DoE) Ku-ring-gai Council (Partner)
Conditions:	The arrangements proposed under this Sol are conditional on: <ul style="list-style-type: none"> • the Department obtaining all relevant internal approvals including consent from the Minister for Education. • the Partner obtaining all relevant internal approvals including a resolution of Council. • Parties, as required, obtaining all necessary planning approvals from the relevant consent authorities for the construction, occupation and operation of the facility.
Nature and Purpose of Arrangement:	<p>Purpose of the facility: to create a four court multi-purpose indoor sports centre.</p> <p>Subject to the above, the parties propose to enter into an arrangement which includes the following (see attached concept design and indicative access and area schedule for reference):</p> <ul style="list-style-type: none"> • DoE to fund areas marked by DoE in attached schedule • Partner to fund areas marked Partner in attached schedule • Access to DoE exclusive areas by DoE at all times • Access to Partner Exclusive areas at all times (subject to child safety management) • Primary use of shared areas of the facility during school hours by DoE <ul style="list-style-type: none"> ○ Provision of agreed number of hours p/a for access to 'shared areas' for the Partner during school hours (conditional)

- Primary use of the shared areas by the Partner outside school hours
 - Provision of agreed number of hours p/a for access to 'shared areas' for the DoE outside school hours (conditional)
- DoE to clean, maintain and renew areas marked DoE
- Partner to clean, maintain and renew areas marked Partner
- Partner to manage external use of all shared and partner exclusive areas outside of school hours
- 'Shared conditional' areas to shared by each party based on agreed conditions (to be determined)
- Best endeavours are being implemented to coordinate the delivery of both portions of the facility (planning approval, construction etc.)
 - The 'DoE facility' is proceeding in-line with its planning and delivery program
 - Delivery of the 'KMC facility' is subject to separate planning and funding approval

Formal and Binding Agreements:

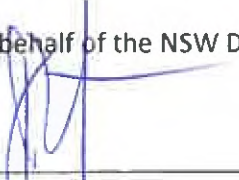
To formalise the arrangement contemplated in this Sol, the parties propose to enter into the agreements and related documents necessary to implement these arrangements, including the design, construction and operational framework for the proposed facility. Theses may include:

- Appropriate long term (25 years +) tenure (lease and/or licences) to be established to facilitate arrangements
- Project deed to formalise delivery of the project

Confidentiality: Parties agree that the existence of this Sol and any information provided by one party to another in relation to this Sol is sensitive commercial information. The only party which may make a public announcement or issue a press release covering any provisions of this Sol is, subject to the balance of the provisions of this Confidentiality section, the DoE or the Office of the Minister for Education. The DoE or the Office of the Minister for Education prior to making any public announcement or issuing any press release must provide to the Partner(s) a copy of the proposed press release and advise the time and place of the public announcement. The Partner(s) agrees to conduct their approval processes in relation to this Sol in a manner that preserves the confidentiality of the commercial information applicable to this Sol. The Project Deed will supersede this Sol from the date of that Deed. Once the DoE or the Office of the Minister for Education has made a public announcement or issued a press release, the DoE will reasonably consider a request from the Partner(s) for either to make a public announcement or to issue a further press release but must first obtain the approval of the DoE to any such public announcement or press release. Nothing in this Confidentiality section will prohibit any party making such disclosures as it is required by law to make but limited so as not to exceed the minimum requirement of that party at law to make any public announcement or disclosure. Nothing in this Confidentiality section shall prevent the disclosure of information by a party to professional advisors or employees or staff of a party provided that such professional advisors or staff or employees are made aware of the need to maintain confidentiality in accordance with the provisions of this Sol.

Formal Agreement: If the parties reach agreement to proceed, these Sol principles will be incorporated into any agreement documents as appropriate.

Signed on behalf of the NSW Department of Education



Date:
Print Name & Position:

Joe Lantz
Executive Director
Infrastructure

Signed on behalf of Ku-ring-gai Council

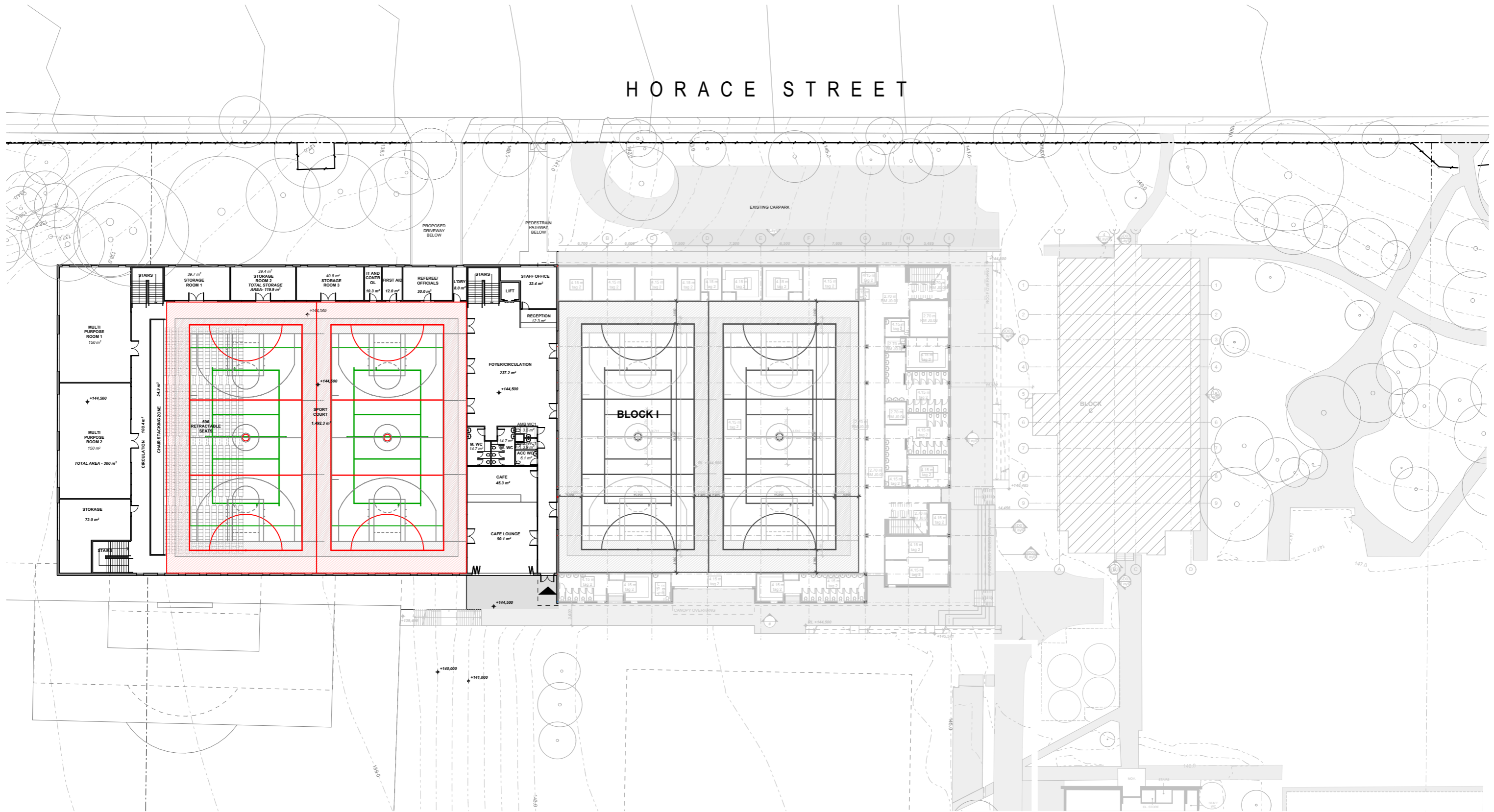


Date: 31 JANUARY 2019
Print Name & Position:

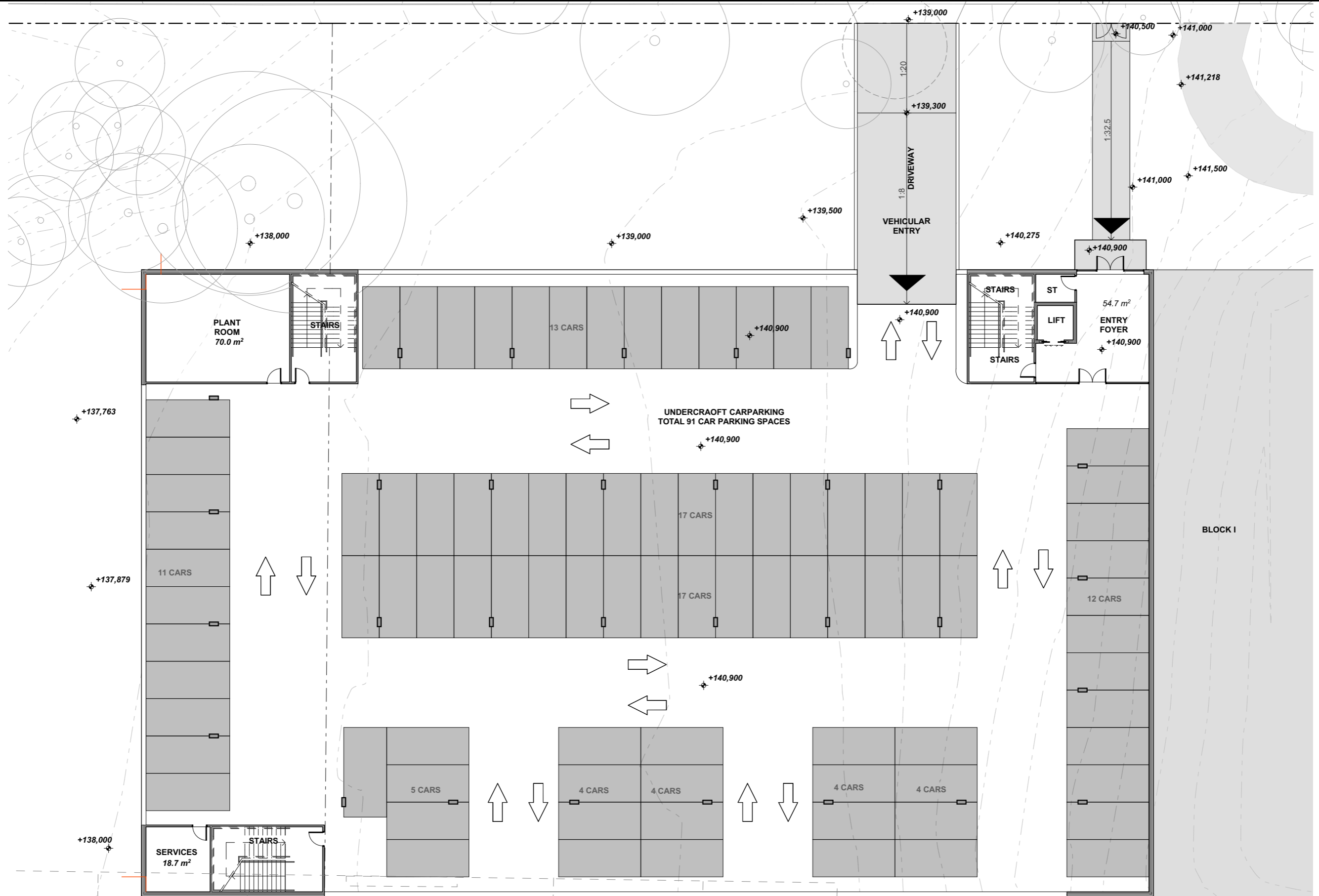
JOHN MCKEE
GENERAL MANAGER.

Ref	Room/Area Name	Owner	Area (m2)	Use	Notes
	Education Store	DoE	126	Exclusive	
	Seminar	DoE	25.9	Exclusive	
	Sports equip	DoE	17.8	Exclusive	
	Control	DoE	10	Exclusive	
	Staff WC+ Shwr	DoE	17.4	Exclusive	
	Large Equip	DoE	20.3	Exclusive	
	Outdoor equip	DoE	20	Exclusive	
	First Aid	DoE	13	Exclusive	
	F WC	DoE	70.8	Exclusive	
	M WC	DoE	48.8	Exclusive	
	ACC WC	DoE	6.7	Exclusive	
	CLN	DoE	3	Exclusive	
	Comms	DoE	8.4	Exclusive	
	Canteen	DoE	67	Exclusive	
	Fitness Store	DoE	20	Exclusive	
	Comms	DoE	8.4	Exclusive	
	Fit GLS 1	DoE	60	Exclusive	
	Fit GLS 2	DoE	60	Exclusive	
	F Change 1	DoE	45	Shared	Council use - Event/Special
	M Change 1	DoE	45	Shared	Council use - Event/Special
	F Change 2	DoE	39.8	Shared	Use as regular 'community change' after hours
	M Change 2	DoE	39.8	Shared	Use as regular 'community change' after hours
	Chair Store	DoE	50	Shared - Conditional	Council access only as required
	Lift	DoE	4	Shared	
	EDB	DoE	2	Shared	Staff only access
	Gymnasium (courts)	DoE	1560	Shared	Outside school hours use managed by council with agreed No. of hrs p/a for school
	Fitness lab	DoE	100.3	Shared - Conditional	Controlled community access only
	Foyer (upper)	DoE	15.9	Shared - Conditional	Controlled community access only
	Viewing Platform	DoE	79.7	Shared - Conditional	Controlled community access only
	M Fit Change	DoE	28.7	Shared - Conditional	Controlled community access only
	F Fit Change	DoE	36.4	Shared - Conditional	Controlled community access only
	IT and Control	Partner	10.3	Exclusive	
	Reception/ office/ staff	Partner	44.7	Exclusive	
	Café	Partner	45.4	Exclusive	
	Council Store	Partner	191.9	Exclusive	
	Referee/Officials	Partner	30	Exclusive	
	1st Aid	Partner	12	Exclusive	
	Laundry	Partner	8	Exclusive	
	Plant Room/ cleaners	Partner	88.7	Exclusive	
	Foyer/ Social/ Circulation Space	Partner	237.2	Shared	
	Café lounge	Partner	90	Shared - Conditional	
	Multi-purpose rooms (x2)	Partner	300	Shared - Conditional	
	Council Courts	Partner	1492.3	Shared	School to use during school hours

SK_01_REV B - COUNCIL SPORT COMPLEX_GROUND FLOOR PLAN 1:500@A3



SK_02_REV B - COUNCIL SPORT COMPLEX_CAR-PARKING LAYOUT 1:250@A3



SK_03_REV B - COUNCIL SPORT COMPLEX_GROUND FLOOR PLAN 1:250@A3

