

Asset Management Planning and Strategy

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Joint Use Partnership Proposal – Ku-ring-gai Council: Ku-ring-gai High School

- This template is to be completed by the Department of Education in conjunction with the proposed Partner and must be signed on behalf of the Department of Education and the Partner.
- This proposal confirms the Department's and the Partner's intention to enter into a Joint Use Project Agreement covering the construction or refurbishment of the Facility and its ongoing shared use.
- In this Proposal:
 - 'Parties' means the Department of Education and the Partner (or Partners if more than one).
 - 'Facility' refers to the building or other kind of community resource (such as a sporting field) being constructed, developed or refurbished.
 - 'Minister' means the Minister for Education.
 - 'Department' means the Department of Education.
 - 'Partner' means the organisation identified in item 2.
 - 'Works' means the construction or development works to build or refurbish the Facility.

Contents

| | |
|---|------------------------------|
| Part A - Administration | Error! Bookmark not defined. |
| Part B - The Land and the Facility | 4 |
| Part C - Construction Phase | 5 |
| Part D - Licence Details and Date of Operation | 7 |
| Part E - Use of the Facility | 8 |
| Part F - Expense and Revenue Projections | 13 |
| Part G - Maintenance | 14 |
| Part H - Capital Renewal Planning and Expenditure | 17 |
| Part I - Utilities, Telecommunications and Other Costs | 20 |
| Part J - Operational Phase Insurance | 22 |
| Part K - Consultation between the Parties | 23 |
| Part L - Final Checklist | 23 |

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Part A – Administration

| Item 1 Department Details | | | |
|-------------------------------------|-------------------------|--------------------------------------|-----------|
| Cluster or School Name(s) | | Ku-ring-gai Secondary Cluster 20015 | |
| Department Representative | | Joe Lantz, Director, School Planning | |
| Street Address | | 35 Bridge St, Sydney NSW 2000 | |
| Postal Address | | GPO Box 33, Sydney NSW 2001 | |
| Email Address(for correspondence) | | Joseph.Lantz@det.nsw.edu.au | |
| Contact person (for correspondence) | | Joe Lantz | |
| Telephone | 1300679332 or 9561 1058 | Fax | 9561 8077 |

| Item 2 Proposed Partner - if more than one partner please provide details for each partner (copy and paste the details below for each school) | | | |
|---|-----------|--|-----------|
| Correct Legal Name | | Ku-ring-gai Council | |
| Street Address | | 818 Pacific Highway, Gordon NSW 2072 | |
| Postal Address | | Locked Bag 1006, Gordon NSW 2072 | |
| Email Address (for correspondence) | | kmc@kmc.nsw.gov.au | |
| Contact person (for correspondence) | | Greg Piconi, Director Operations | |
| Telephone | 9424 0000 | Fax | 9424 0001 |
| Partner's ABN | | 86 408 856 411 | |

Part B - The Land and the Facility

| Item 3 The land on which the facility will be developed | |
|--|--|
| i. Will the Facility be located on land owned by more than one party? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No The property is Department of Education land: 403 Bobbin Head Rd, Turrumurra North NSW 2074 Lots A & B DP 398605, Lots 4, 5 & 6 DP 221541 and Lot 3 DP 213060 |
| ii. Identify who owns the land on which the Facility is being developed and any relevant arrangements in respect of that land. | <input checked="" type="checkbox"/> Education land owned or managed by the Minister <input type="checkbox"/> Land owned by a local government authority <input type="checkbox"/> Land owned by a Partner which is not a local government authority <input type="checkbox"/> Crown land managed by a local government authority (provide further details below) Where applicable, provide details about the management arrangements for the Crown land: |
| iii. Unless the land is Department land, the parties must attach a plan of the land showing the location of the proposed Facility. | <input checked="" type="checkbox"/> Yes, a plan of the land is attached at AT 1 . <input type="checkbox"/> No, it is not necessary to provide a plan of the land as it is Education land, owned or managed by the Minister. |
| Item 4 The facility and the construction works | |
| i. Type of development/redevelopment | <input type="checkbox"/> Construction or development of a new Facility <input type="checkbox"/> Upgrade or refurbishment of an existing Facility <input checked="" type="checkbox"/> Construction or development of a new Facility and refurbishment of an existing Facility <input type="checkbox"/> Other, provide details: |
| ii. Describe the proposed works and the completed facility | (i) Construction of new multi-purpose 2-court indoor recreation facility, with removal of Bini Dome, to include a new canteen with design potential also to service upgraded playing fields adjacent, change rooms and amenities, support rooms for community use, fitness learning unit (ii) Replacement of existing (north-eastern) synthetic playing field with a new sand-based synthetic playing field for multi-purpose use including soccer and hockey and (iii) Replacement of existing (south-eastern) natural playing field with a new water-based synthetic playing field for hockey. (iv) Note: The Department will at the same time upgrade teaching spaces. (v) Potential car parking. |
| Item 5 Concept plans of the facility | |
| iii. Concept plan provision. The concept plan should clearly identify the facility components where the Facility is located on the Land. | <input checked="" type="checkbox"/> Yes - see <i>Ku-ring-gai High School Masterplan</i> , prepared for Department of Education by SHAC, 7 October 2016, attached at AT 2 . |

Item 6 Planning approval for development and use

iv. Consultation with appropriate planning authorities for development and use of the facility has been completed.

- Department confirms Partner confirms
Do the parties consider that planning approval will be required for the construction or development of the Facility?
- Yes No
Is a planning approval required for the use of the Facility?
- Yes No

Part C - Construction Phase

Item 7 Construction costs for the works

i. What are the capital cost estimates for the works including:

| | | | |
|--|-----------|-------------------|----------------------------------|
| - Consultants fees (construction related) | \$ | Inclusive | |
| - Construction costs (including a contingency) | \$ | \$7,500,000 | Indoor sports (2 court) |
| | | \$1,000,000 | Upgrade existing synthetic field |
| | | \$2,500,000 | New synthetic field |
| Estimated total cost of the Works | \$ | 11,000,000 | |

ii. Level of capital cost report

- Quantity surveyor report Architect report
- Other (specify below)
See *Proposal for Joint Use Projects, NSW Education and Ku-ring-gai Council, March 2017* attached at **AT 2A**.

Item 8 Tendering and construction

i. Which party is responsible for administering the tender process and entering into the building contract with the Contractor?

- Minister/Department Partner
- School Principal (if the cost of the works is greater than \$50,000, Minister's approval is required)

ii. Parties to confirm the Building Contract must be a GC21 Standard Form including the Department's standard special conditions.

- Department agrees Partner agrees

If the Works are on the Partners land and a different Building Contract is proposed please provide details.

- Not Applicable (*complete details below*):

iii. Will the works be carried out in stages?

- Yes No

If the works are to be carried out in stages

If yes, *provide the requested information*:

provide this requested information:

- The number of stages;
- The Works comprising each stage;
- The proposed dates, or time frames for each stage; and
- When the use of the Facility will commence on a staged basis or only upon completion of all the Works, that is, when the final stage is complete.

The new synthetic sports field may be constructed at a different time to the other works.

Item 9 Contributions by the parties

i. Partner capital cost contribution – detail the capital contribution from each partnering organisation:

*Note: The total monetary contributions **must** match the estimated total cost of the works contained in **Item 7** above*

Note 2: Final contributions will be determined on firm tender prices with the intention that (unless otherwise stated) the ratio of contributions between the parties will remain the same.

| Party: | Contribution: | Source: |
|-------------------------------|--|---------|
| 1. Department | \$ 4,500,000 – indoor sports 500,000 – synthetic field upgrade | TAM |
| 2. Partner | \$ 3,000,000 – indoor sports 500,000 synthetic field upgrade 2,500,000 - new synthetic field | Council |
| 3. Other (specify) | \$ Car parking | Council |
| Estimated total contributions | \$ <u>12,000,000</u> | |

ii. How will additional construction costs be dealt with?

Parties will share costs based on an agreed percentage (specify below)

| Party: | Contribution: |
|---------------|---------------|
| 1. Department | % |
| 2. Partner | % |

Additional costs brought about by variations will be paid by the party triggering the variation and additional costs brought about by latent conditions will be attributed to each party according to an assessment of contributing factors. The proportions will be assessed by external consultants as required.

iii. When will payment of capital cost contributions by party not engaging the

Not applicable (if one party is funding capital costs)

Payment schedule (*complete details below*)

| | | |
|--|--|---|
| building contractor be made? | e.g. 6 weeks after execution of the building contract | % |
| | e.g. 3 months after execution of the building contract | % |
| | e.g. Upon practical completion of the works under the contract | % |
| <input type="checkbox"/> Other, specify: To be determined. | | |

Item 10 Construction phase insurance

i. Where the Partner is responsible for construction, the Partner must confirm that it will ensure the required insurance (as listed in this Item) is arranged for the construction phase.

Note 1: This insurance may be taken out by the building contractor or arranged by the Partner.

- Public liability insurance** with a limit of \$20 million.
- Contract Works insurance** as required by AS2124-1992.
- Workers' compensation** insurance as required by State and Federal Law.
- Not applicable as the Partner is not responsible for construction.

Item 11 Security for the cost of construction

i. If the Partner is responsible for construction and is not a local government authority, and the Facility is being constructed on Department land, the Partner confirms that it agrees to provide construction security

- Yes, the Partner agrees to provide construction security in the form of an unconditional bank undertaking in the sum of 10% of the estimated total costs of the works as set out in **Item 7** above.
- No, this is not applicable.

Part D - Licence Details and Date of Operation

Item 12 Legal costs for preparing the Joint Use Project Agreement

i. What is the estimated legal cost incurred by the Department in preparing the JUP Agreement, including:

- each version of the JUPA that is drafted
- legal advice the Department seeks in preparing this specific JUPA

\$3,000
Recent

ii. On what is the above estimate of legal costs based?

- Quotes / estimates received from law firms listed on the Department's Legal Services Panel
- Other (specify): Models based on other JUP projects by Department..

iii. What is each party's proposed contribution towards the estimated cost of the legal fees?

| Party: | Contribution: | | |
|-----------------------------|---------------|------|------|
| 1. Department | \$3,0000 | or | 100% |
| 2. Partner | \$0 | or | 0% |
| Estimated total legal costs | \$/% | 3000 | |

Item 13 Licence term and fee

i. What Initial Term and Further Term are the parties proposing?

Note: The parties may propose a lesser term than the choices indicated, subject to approval of the Department if the Facility is located on Department land.

Initial Term:

- 15 years 20 years 25 years
 30 years Lesser term (specify below)

Years _____

Further Term:

- Not Applicable
 10 years 15 years
 20 years Lesser term (specify below)

Years _____

ii. What is the proposed annual fee

\$1

Item 14 Date of operation

i. When will use of the Facility commence?

Note: If works are staged parties to take this into account

- From the completion of the construction or development works
 From the date of the **Joint Use Project Agreement**
 From an alternative agreed date (specify below):
 From the opening date of the Lindfield K-12 College.

Part E - Use of the Facility

Item 15 Permitted use

i. What will the Partner be using the completed Facility for? If there is more than one proposed use, list each one.

- (i) Indoor recreation centre: Indoor sports, hall and performance space
 (ii) 2 times synthetic laying fields: Multi-purpose sporting uses, including hockey and soccer.

ii. Have the parties agreed on overall Operating/Opening Hours for the Facility (comprising the School Hours and the Partner's Hours)?

- Yes No

If yes, what are the agreed Facility Operating Hours?

- 7.00am to 11pm Monday to Sunday

unless otherwise specified in a development approval or Council licence.

Item 16 Times of use

How will the parties share use of the Facility?
Choose from **Options 1, 2 and 3**

Option 1 - School access during agreed school hours and access by the Partner outside those hours (see below). No overlapping use.

Note: Additional access permissible for school for up to 12 dates per year, to be arranged by school with Council for after hours use.

Option 2 - Overlapping use by the School and the Partner although there may still be agreed school hours. Different parts of the Facility may have different agreed times of use.

Option 3 - Calendar of Use agreed between the parties on an annual basis.

i. If the parties have selected **Option 1**, complete this section.

Note: Under **Option 1**, the Partner will be entitled to use the Facility outside the agreed school hours, within the operating hours of the Facility.

Note: Standard school hours are 8.00 am to 4.00 pm on School Days.

Standard school hours 8.00 am to 4.00 pm on School Days: Playing fields

Other times (please specify): 8.00am – 5.00 (6.00pm if used for OOSH) - plus 12 dates per year to be determined between school and Council: indoor recreation centre.

What are the times of use of the Partner?

All other times other than specified for school use.

Do the parties want to specifically address times of use in school holidays and on other student free days?

Yes No

If yes, what is the proposed use by the School and the Partner during school holidays and on student free days?

School's use:

Partner's use:

If no, it is assumed that use during school holidays and on student free days will be left to negotiation between the parties.

ii. If the parties have selected **Option 2**, complete this section.

Describe the use arrangements agreed between the parties, including any specific arrangements in relation to school holidays or student free days.

As part of these arrangements, specify any agreed school hours (applicable on school days)?

Note: Standard school hours are 8.00 am to 4.00 pm.

iii. If the parties have selected **Option 3**, complete this section.

Which party is responsible for preparing and updating the annual Calendar of Use for the Facilities?

School Partner

In what month will the Calendar be prepared (being applicable for the following year commencing 1 January)?

__September__

Will the Calendar of Use reflect use by the School during agreed School Hours and use by the Partner outside those School Hours?

Yes No

If yes, complete the following:

What are the agreed School hours? *Note: Standard School Hours are 8.00 am to 4.00pm.*

- 7.00am to 4.00pm during public school terms, and from 4.00pm to 12 midnight (i) indoor centre: up to 6 dates and (ii) playing fields: up to 2 dates, per calendar year.

What are the Partner's hours?

- Monday to Sunday, other than as specified above for the school or additionally agreed upon in a licence between the Department and Council

unless otherwise specified in a development approval.

iv. Unless the parties do not wish to include such a provision, the formal **Joint Use Project Agreement** will provide that the School is entitled to use the entire Facility, or a specified part of the Facility, outside School Hours, free of any charge, an agreed number of times during each term or year.

Yes, the parties want the School to have this right.

If yes, indicate how many times per term or per year the School is entitled to such use and whether the entire Facility can be used or only certain parts: Indoor recreation centre - 12 dates per year to be determined between school and Council.

No. of hours per year –

Entire Facility can be used Only certain parts can be used (specify below)

No, the parties do not want the School to have this right.

Item 17 Management

i. Will one party (Department or Partner) be responsible for the overall management and operation of the Facility at all times?

Yes No

If yes, which party?

Department Partner

Note 1: If no, it is assumed that each party will be responsible for managing its use of the Facility during the times that it is entitled to use the Facility.

Note 2: If yes, additional clauses may be incorporated into the template

If yes are there specific arrangements that the parties wish to include in the JUPA provide these details below:

| | |
|---|---|
| <p>ii. Do the parties propose to lease, licence and/or sub-licence any part of the Facility?</p> | <p><input checked="" type="checkbox"/> Yes, in relation to lease and licence:</p> <ul style="list-style-type: none"> • The Department will lease the indoor recreation centre and playing fields to Council. • Council will licence the indoor recreation centre and playing fields to the Department during the specified hours: <ul style="list-style-type: none"> ○ Standard school hours: Playing fields ○ 8.00am – 5.00 (6.00pm if used for OOSH) - plus 12 dates per year to be determined between school and Council: indoor recreation centre. <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No, the parties do not propose to appoint a sub-licensee.</p> <p>If yes, describe the proposed arrangement:</p> <p>Council may licence with Departmental approval, and the Department may sub-licence, the indoor recreation centre and playing field to another party during the hours for which each has control of the facilities.</p> <p>If yes, do the parties require preparation of a draft sub-licence?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable</p> |
| <p>iii. Are there any other conditions of use to which the parties have agreed or specific arrangements related to use that the parties wish to be reflected in the JUPA?</p> | <p><input type="checkbox"/> No, there are no additional conditions or arrangements</p> <p><input checked="" type="checkbox"/> Yes</p> <p>If yes, <i>provide details below:</i></p> <p>To be specified in the lease in relation to waste removal, insurance, damage rectification and other such matters.</p> |
| <p>iv. If response to (i) was 'no', parties to confirm arrangements for post use litter collection and rectifying use related damage.</p> | <p>After each of their respective usage periods, the parties agree to remove general litter and return loose fixtures and furniture to pre-use locations.</p> <p><input type="checkbox"/> Department confirms</p> <p><input type="checkbox"/> Partner confirms</p> <p>The parties agree to develop a pre and post use inspection procedure to identify damaged caused (over and above fair wear and tear) during respective usage periods.</p> <p><input type="checkbox"/> Department confirms</p> <p><input type="checkbox"/> Partner confirms</p> <p>The parties agree to pay for the costs to rectify damage caused during their respective usage periods.</p> <p><input type="checkbox"/> Department confirms</p> <p><input type="checkbox"/> Partner confirms</p> |

Item 18 Hire of the facility

| | |
|---|---|
| <p>i. Which party is responsible for hiring the Facility to community users outside School hours? Or will the responsibility for hiring be shared between the parties depending on the area of the Facility involved?</p> | <p><input type="checkbox"/> School Principal responsible for all hiring outside School Hours</p> <p><input checked="" type="checkbox"/> Partner responsible for all hiring outside School Hours</p> <p><input type="checkbox"/> Hire outside School Hours to be shared (<i>describe below</i>)</p> <p><i>Areas the School is responsible for hiring:</i></p> <p><i>Areas the Partner is responsible for hiring:</i></p> <p>See Item 17 for details.</p> |
| <p>ii. Is it intended to appoint a third party to manage the hire outside School Hours (that is, the community hire?)</p> | <p><input type="checkbox"/> Yes, the parties propose to appoint a third party to manage the hire of the Facility outside School Hours</p> <p><i>If yes, identify the proposed third party:</i></p> <p><input checked="" type="checkbox"/> No, the parties do not propose such an arrangement</p> |
| <p>iii. Are the Facilities, i.e. indoor centre and two playing fields, available for community hire outside School Hours or only certain areas?</p> | <p><input checked="" type="checkbox"/> All of the Facility is available for hire</p> <p><input type="checkbox"/> Only some areas are available for community hire (<i>describe which areas below</i>):</p> |
| <p>iv. Will the revenue from hire to the community (that is, hire outside School Hours) belong to one party or be shared?</p> | <p><input checked="" type="checkbox"/> Revenue will belong to the Partner</p> <p><input type="checkbox"/> Revenue will belong to the School</p> <p><input type="checkbox"/> Revenue will be shared (<i>describe sharing arrangement below</i>):</p> <p><input type="checkbox"/> Revenue paid into Operating Account (as per Part G, Option 6)</p> |
| <p>v. How will the community hire fees be set?</p> | <p><input checked="" type="checkbox"/> The party responsible for hire to the community will set the fees - in relation to public use and</p> <p><input checked="" type="checkbox"/> The hire fees will be set by agreement between the parties - in relation to school use.</p> |

Part F - Expense and Revenue Projections

Item 19 Projected operating costs and revenue

i. Parties to confirm they have calculated the projected **costs** for the Facility, such as maintenance, Capital Renewal Expenditure and the cost of utilities for a five year period.

Department confirms

Partner confirms

Copy of expense projections are attached to this Proposal.

Council to be responsible for costs and revenue.

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Part G - Maintenance

Item 20 Responsibility for general maintenance

How have the parties agreed to share the maintenance of the Facility?

Note 1: Maintenance is assumed to include general repairs, cleaning and security arrangements. If the parties wish to have a separate specific arrangement in relation to a particular item, such as an electronic security system or computer server or cleaning, this should be detailed on a separate page and attached to this Proposal.

Note 2: Access to the facility for maintenance activities during either party's usage period will be afforded with adequate notice and providing it does not interfere with pre-booked/pre-organised activities.

Option 1 - One party is responsible for arranging and paying for all maintenance for the Facility with the other party to reimburse it an agreed percentage of the costs or pay a fixed annual maintenance contribution.

Option 2 - One party is responsible for arranging and paying for all maintenance of the Facility with the other party to reimburse it, based on the other party's proportionate entitlement to use the Facility.

Option 3 - The parties have agreed to be responsible for arranging and paying for the maintenance of separate areas of the Facility. This Option usually applies where there is little or no overlapping use of the different areas of the Facility.

Option 4 - The parties have agreed to a Maintenance Schedule which sets out their maintenance obligations.

Option 5 - One party is responsible for arranging and paying for all maintenance for the Facility with no reimbursement.

Option 6 - The parties agree to establish an Operating Account to collect revenue generated by the Facility and pay for maintenance and any other specified operational expenses (excluding Capital Expenditure).

i. If the parties have selected **Option 1**, complete this section.

Which party is responsible for arranging the maintenance works and paying in the first instance? Department. Partner

Will the maintenance costs be reimbursed by the other party as a percentage or a fixed annual maintenance contribution? Select option and provide details. To be determined.

Percentage: %

Fixed annual maintenance contribution: \$

If the parties have selected "Fixed annual maintenance contribution", complete the following:

Parties select the default position; or

Parties wish to specify own method of annual increase (specify below)

Select the arrangements for reimbursement:

Timing for issue of an invoice by the party who paid the costs:

Monthly Quarterly

6 monthly Annually

Other, specify: _____

Timing for payment of that invoice:

30 days 45 days 60 days

Note 1: If the parties select a fixed annual maintenance contribution the default position is for this amount to increase by CPI each year. Alternatively, the parties may specify a different method for this annual increase.

ii. If the parties have selected **Option 2**, complete this section.

Which party is responsible for arranging the maintenance works and paying in the first instance?

Department Partner

Which party will determine how much each party is entitled to use the Facility? Note: This is usually the party who owns or manages the land, so for Department land it will be the Department.

Department Partner

Select the arrangements for reimbursement:

Timing for issue of an invoice by the party who paid the costs:

Monthly Quarterly

6 monthly Annually

Other, specify: _____

Timing for payment of that invoice by the other party:

30 days 45 days

60 days

iii. If the parties have selected **Option 3**, complete this section.

Describe what areas of the Facility will be maintained by each party:

The Department is responsible for arranging and paying for all maintenance relating to the following areas:

The Partner is responsible for arranging and paying for all maintenance relating to the following areas:

Not applicable as no areas have shared financial responsibility. Move to Section H

If the parties are sharing the costs of maintaining shared areas, e.g. common areas, storage areas, access routes, car-parks, complete this section.

In relation to the shared areas, identify who will arrange the maintenance and pay in the first instance:

Department Partner

Select the arrangements for reimbursement:

Timing for issue of an invoice by the party who paid the costs:

Monthly Quarterly

6 monthly Annually

Other, specify: _____

Timing for payment of that invoice:

30 days 45 days 60 days

Specify the areas of shared financial responsibility:

Specify each parties financial contribution:

Department share (of shared areas): _____ %

| | |
|---|--|
| | Partner share (of shared areas): _____ % |
| <p>iv. If the parties have selected Option 4, complete this section.</p> <p>Note: the Maintenance Schedule is to identify which party will arrange for the works and which party will pay for the works; if a proportion of the costs are to be reimbursed by the other party provide these details.</p> | <p><input type="checkbox"/> Parties confirm they have attached a proposed Maintenance Schedule to this Proposal. If the Facility is located on Department land, this Schedule is subject to Department approval.</p> |
| <p>v. If the parties have selected Option 5, complete this section.</p> | <p>Which party is responsible for arranging and paying for all maintenance for the Facility?</p> <p><input type="checkbox"/> Department <input checked="" type="checkbox"/> Partner</p> |
| <p>vi. If the parties have selected Option 6, complete this section.</p> <p>Note 1: The Operating Account is not intended to also cover Capital Expenditure. The parties can establish a separate Capital Reserve Account for this purpose (see Item 21 below).</p> <p>Note 2: If the Facility is on Department land the Department usually establishes the Operating Account.</p> | <p>Which party will establish the Operating Account? <input type="checkbox"/> Department <input type="checkbox"/> Partner</p> <p>Which party is responsible for arranging and paying for all maintenance for the Facility?</p> <p><input type="checkbox"/> Department <input type="checkbox"/> Partner</p> <p>Do the parties intend for the Facility to be self-funding (based on projections that this is feasible) or do the parties propose to contribute to the Operating Account?</p> <p><input type="checkbox"/> The parties intend the Facility to be self-funding.</p> <p><input type="checkbox"/> The parties intend to contribute to the Operating Account. Identify the proposed annual contributions below and any specific arrangements for payment:</p> <p>What does the Operating Account cover?</p> <p><input type="checkbox"/> The Operating Account covers maintenance (see the Note in the first section of this Item 20).</p> <p><input type="checkbox"/> The Operating Account also covers the following operating expenses (eg. property damage insurance, utilities etc):</p> <p>Parties to confirm that all of the revenue from the community hire of the Facility be paid into the Operating Account.</p> <p><input type="checkbox"/> Department confirms</p> <p><input type="checkbox"/> Partner confirms</p> <p>What other funds (if any) are to be paid into the Operating Account?</p> <p>If there is a deficit in the Operating Account, as calculated on an annual basis, how do the parties propose to meet such deficit?</p> <p>Department responsibility _____ %</p> <p>Partner responsibility _____ %</p> |

Part H - Capital Renewal Planning and Expenditure

| Item 21 Capital works plans | |
|--|--|
| <p>i. Parties confirm they agree to generate, and update annually, rolling 10 year Capital Works plans for the Facility.</p> | <p><input checked="" type="checkbox"/> Department agrees <input checked="" type="checkbox"/> Partner agrees</p> <p>Not applicable</p> |
| Item 22 Responsibility for arranging capital renewal works | |
| <p>Which party is responsible for arranging and paying for the Capital Works for the Facility?</p> | <p><input type="checkbox"/> Option 1 - One party is responsible for arranging all Capital Works in respect of the Facility</p> <p><input checked="" type="checkbox"/> Option 2 - The parties agree to share responsibility for arranging Capital Works according to the area of the Facility involved.</p> <p><input type="checkbox"/> Option 3 - The parties have agreed to identify which of item will arrange what Capital Works in a Schedule. This may be a separate schedule or the parties may combine it with a Maintenance and/or Capital Expenditure Schedule</p> |
| <p>i. If the parties have selected Option 1, complete this section.</p> <p>The party responsible for arranging the Capital Works will undertake these works based on the Capital Works Plan and in consultation with the other party. The parties however can elect for the party responsible for arranging the Capital Works to obtain written consent prior to the Capital Works being undertaken if the expected cost exceeds an annual limit or a specified amount per item. Parties to advise.</p> | <p>Which party is responsible for arranging all Capital Renewal Works?</p> <p><input type="checkbox"/> Department <input type="checkbox"/> Partner</p> <p>Do the parties wish to obtain written consent prior to undertaking Capital Works?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No; if no go to Item 23</p> <p>If Yes complete the following:</p> <p><input type="checkbox"/> Annual Limit <input type="checkbox"/> Item Limit</p> <p>If annual limit, specify the amount per annum when consent is required, e.g. annual Capital Works will exceed \$40,000</p> <p>Annual limit: \$10,900.000</p> <p>If consent relates to each item of Capital Works specify this amount, e.g. estimated cost of each item \$ 20,000</p> <p>Cost per Capital Works item: \$ _____</p> |
| <p>ii. If the parties have selected Option 2, complete this section.</p> | <p>Describe how the responsibility for arranging Capital Works will be shared between the parties by reference to the areas of the Facility.</p> <p>The capital works scope, cost apportionment and project management will be determined on a project basis. It is expected that the Department will project manage the indoor sports centre and Council the outdoor sporting fields.</p> |
| <p>iii. If the parties have selected Option 3, complete this section</p> | <p><input type="checkbox"/> Parties confirm they have attached a proposed Capital Works Schedule to this Proposal (or addressed the responsibility for Capital Works in a combined Schedule).</p> |

Item 23 Responsibility for capital expenditure

How have the parties agreed to share Capital Expenditure for the Facility i.e. payment for Capital Works?

Choose from **Options 1, 2, 3, 4 and 5** as explained in the **Instructions**.

Note: If the Partner is not a local government authority and the Facility is located on Department land, the Department requires the parties to use Option 1 - the establishment of a Capital Reserve Account.

- Option 1** - The parties have agreed to establish a Capital Reserve Account to which they will jointly contribute an annual amount towards the payment of all Capital Expenditure in respect of the Facility and which will accumulate over time.
- Option 2** - One party is responsible for all Capital Expenditure in respect of the Facility.
- Option 3** - The parties have agreed to share responsibility for Capital Expenditure on an agreed project basis.
- Option 4** - The parties have agreed to share responsibility for Capital Expenditure according to the area of the Facility involved. This Option usually applies where there is little or no overlapping use of the different areas of for the Facility. This Option may include some areas of shared responsibility (such as common areas or whole of building costs e.g. replacement of services).
- Option 5** - The parties have agreed to share Capital Expenditure as set out in a Schedule. This may be a separate schedule or the parties may combine it with a Maintenance and/or Capital Works Schedule (see **Items 20 and 21** above).

i. If the parties have selected **Option 1**, complete this section.

*Note 1: The **default position** for facilities located on Department land is a combined annual Capital Reserve Contribution of 1.5% of the total cost of the works (see **Item 7**) during the Initial Term of the Agreement, increasing to 2% of the total cost of the works during the Further Term. The parties need to agree how much they will each contribute towards this annual contribution. Default contribution position is parties to contribute equally, that is, 50% of 1.5% (or 2%) as the case may be.*

Note 2: Alternatively, should the parties wish to design their own schedule of contributions to the Capital Reserve Account, they must provide their Capital Works projections to demonstrate the adequacy of the proposed contributions.

Which party will establish and maintain the Capital Reserve Account?

- Department Partner

How much do the parties propose to contribute annually to the Capital Reserve, starting from 12 months after the Facility commences operation?

- Parties select the **default position**

If parties wish to contribute a different percentage than the default contribution position, that is, 50% each, please specify percentage:

Department contribution: _____ %

Partner contribution: _____ %

or

- Parties wish to design their own schedule of contributions (specify below or attach as a separate document)

Department contribution: \$

Partner contribution: \$

- If the parties have chosen to design their own schedule of contributions, attach a copy of the parties' Capital Works projections to this Proposal.

How will the Department and Partner fund any deficit in the Capital Reserve Account?

Department _____% Partner _____%

Item 23 Responsibility for capital expenditure.... Cont'd

| | |
|--|--|
| <p>ii. If the parties have selected Option 2, complete this section.</p> | <p>Which party is responsible for paying for all Capital Expenditure?</p> <p><input type="checkbox"/> Department <input type="checkbox"/> Partner</p> |
| <p>iii. If the parties have selected Option 3, complete this section.</p> | <p>Which party is responsible for payment of Capital Expenditure in the first instance?</p> <p>To be determined on an agreed project basis.</p> |
| <p>iv. If the parties have selected Option 4, complete this section.</p> | <p>Describe how Capital Expenditure will be shared between the parties by reference to the areas of the Facility.</p> <p>Areas for which the Department is responsible:</p> <p>_____</p> <p>_____</p> <p>Areas for which the Partner is responsible:</p> <p>_____</p> <p>_____</p> <p>Areas of shared responsibility (if any):</p> <p>Synthetic sportsfield surface replacement</p> <p>Department share (of shared areas): %</p> <p>Partner share (of shared areas): %</p> |
| <p>v. If the parties have selected Option 5, complete this section.</p> | <p><input type="checkbox"/> Parties confirm they have attached a proposed Schedule to this Proposal. The parties may provide a combined Maintenance, Capital Works and Capital Expenditure Schedule.</p> |

Part I - Utilities, Telecommunications and Other Costs

| Item 24 Utilities supplied to the facility and metering arrangements | |
|---|---|
| <p>What utilities are supplied to the Facility? What supplied utilities will be separately metered?</p> | <p><input type="checkbox"/> There are no utilities supplied to the Facility or <input type="checkbox"/> Cost will be paid from the operating account <ul style="list-style-type: none"> • To be factored into annual maintenance cost schedule. </p> |
| i. | <p><input type="checkbox"/> Water If supplied, will water be metered separately: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Insert any additional specific details about metering arrangements here:</p> |
| ii. | <p><input type="checkbox"/> Electricity If supplied, will electricity be metered separately: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Insert any additional specific details about metering arrangements here:</p> |
| iii. | <p><input type="checkbox"/> Gas If supplied, will gas be metered separately: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Insert any additional specific details about metering arrangements here:</p> |
| Item 25 Telecommunications | |
| <p>i. Which party is responsible for paying for any telephone, internet and other telecommunication charges for the Facility, or will these charges be shared between the Department and the Partner?</p> | <p><input type="checkbox"/> Not applicable as there are no Telecommunications provided Will the costs be paid from the Operating Account? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If No complete the following: <input type="checkbox"/> Department <input type="checkbox"/> Partner <input checked="" type="checkbox"/> Shared Details of sharing arrangement: <ul style="list-style-type: none"> • To be factored into annual maintenance cost schedule. </p> |

Item 26 Additional financial obligations

i. Department and Partner to confirm their additional financial obligations in relation to the operation of the Facility.

The Department and the Partner are each responsible for the cost of employing staff and engaging contractors and any other costs or expenses in relation to their use of the Facility and the performance of their obligations in respect of the Facility

Department confirms

Partner confirms

The Partner confirms it is responsible for any Statutory Charges payable in respect of the Partner's use or occupation of the Facility. *Note: The Department is not required to pay any Statutory charges in respect of its use of the Facility for the purposes of the School.*

Partner confirms

The Department and the Partner are each responsible for the cost of any service call outs in relation to the security or fire safety of the Facility, if the call out was required due to their act of an act of their Personnel.

Department confirms

Partner confirms

DRAFT

Part J - Operational Phase Insurance

| Item 27 Insurance arrangements | |
|---|---|
| <p>The Department and Partner confirms that each will arrange public liability insurance during the Lease/ Licence Term with \$20 million cover per event.</p> | <p><input checked="" type="checkbox"/> Department confirms.</p> <p><input checked="" type="checkbox"/> Partner confirms.</p> |
| <p>Which party is responsible for arranging insurance in respect of property damage for the Facility and apparatus and equipment kept in or on the Facility?</p> <p><i>Note 1: If the Facility is on School land, the parties are required to insure the Facility separately from the Department's umbrella property damage policy on the basis that the Facility is partly or completely outside the School's entitlement. If the Partner obtains this insurance, then it must name the Minister and the Department as insureds.</i></p> <p><i>Note 2: The parties can agree to not insure apparatus and equipment located at the Facility. If this is the case tick Yes under the appropriate Option.</i></p> <p><i>Note 3: Depending on the type of Facility and subject to the Department's approval, the parties can elect not to take out insurance cover, Option 5.</i></p> <p><i>This option will be considered for approval if the Facility does not relate to a structure or is an outdoor sporting area and does not include a synthetic surface, e.g. a grassed oval.</i></p> | <p>i. <input checked="" type="checkbox"/> Option 1 -Department and Council each responsible for arranging insurance for damage to the Facility and all apparatus and equipment located at the Facility, whether belonging to the Department or the Partner, in relation to their respective periods of use under the lease and licence.</p> <p style="padding-left: 40px;">Exclude apparatus and equipment?</p> <p style="padding-left: 80px;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| | <p>ii. <input type="checkbox"/> Option 2 -Partner responsible for arranging insurance for damage to the Facility and all apparatus and equipment located at the Facility, whether belonging to the Department or the Partner.</p> <p style="padding-left: 40px;">Exclude apparatus and equipment?</p> <p style="padding-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> |
| | <p>iii. <input type="checkbox"/> Option 3 - Department responsible for arranging insurance for damage to the Facility and the Department and the Partner will each separately insure that apparatus and equipment located at the Facility which belongs to it.</p> <p style="padding-left: 40px;">Exclude apparatus and equipment?</p> <p style="padding-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> |
| | <p>iv. <input type="checkbox"/> Option 4 - Partner responsible for arranging insurance for damage to the Facility and the Department and the Partner will each separately insure that apparatus and equipment located at the Facility which belongs to it.</p> <p style="padding-left: 40px;">Exclude apparatus and equipment?</p> <p style="padding-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> |
| | <p>v. <input type="checkbox"/> Option 5 – The Department and the Partner have agreed to not insure for damage to the Facility or any apparatus and equipment located at the Facility.</p> |
| <p>vi. How is the cost of such property damage insurance to be apportioned between the School and Partner?</p> | <p>Department and Council pro rata based on hours of use of each facility.</p> <p>Which party will arrange and pay for the policy in the first instance?</p> <p><input checked="" type="checkbox"/> Department <input checked="" type="checkbox"/> Partner</p> <p>What are the reimbursement arrangements (if applicable)?</p> |

- | | |
|--|--|
| vii. The Partner confirms that it will arrange worker's compensation insurance as required by law. | <input checked="" type="checkbox"/> Partner confirms |
|--|--|

Part K - Consultation between the Parties

Item 28 Consultation model

- | | |
|--|---|
| i. The parties are to meet on a regular basis during the Lease/ Licence Term and each party will appoint an authorised representative. Default position for timing of meetings is every 6 months unless the parties specify otherwise. | <input checked="" type="checkbox"/> Department confirms <input checked="" type="checkbox"/> Partner confirms Frequency of meetings: <input type="checkbox"/> Parties select the default position ; or <input checked="" type="checkbox"/> Parties wish to specify their own frequency: |
| ii. The parties can also elect to establish an Advisory Group | Annually. Do the parties wish to establish an Advisory Group: Operations Control Group <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes select desired frequency of Advisory Group meetings. <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> 6 monthly <input checked="" type="checkbox"/> Other (please specify) As reasonably requested by the lessor, lessee, licensor or licensee. |

Part L - Final Checklist

Parties to complete the following checklist

- | | |
|---|---|
| i. Is a plan of the Land attached unless the Facility is to be located on Department land (owned or managed by the Department)? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable |
| ii. Are the concept plans for the Facility attached? | <input checked="" type="checkbox"/> Yes |
| iii. Are the maintenance and capital works schedule(s) attached? This is only applicable if Option 4 in Item 20 or if Option 3 in Item 22 above was selected. | <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Maintenance <input type="checkbox"/> Capital Works <input type="checkbox"/> Combined |
| iv. Do the parties acknowledge that, if the Facility is to be located on Department land, they must first obtain the written approval of the Department before tendering for the construction or development of the works or entering into the Building Contract? | <input checked="" type="checkbox"/> Department acknowledges <input checked="" type="checkbox"/> Partner acknowledges |

Signatories to this Proposal

We understand that the purpose of this **Joint Use Project Proposal** is to provide key information about the proposed joint use project and to outline the basis on which the parties propose to enter into a heads of agreement.

We understand that this Proposal is a proposal by the parties only. It is neither intended to be nor is a legally binding agreement and it is subject to the Minister's approval.

Signature of Department Representative

Signature of Partner Representative

Name and Position of Department Representative

Name and Position of Partner Representative

Date: _____

Date: _____

For Department use only

Agreement Type (complexity)

Responsible Project Officer

Other Comments

