

## **AGENDA**

**FOR POLICY AND PLANNING COMMITTEE MEETING TO BE HELD ON**

**20 FEBRUARY 2017 AT 6:30 PM**

**IN THE COUNCIL CHAMBER, 12 JAMES STREET, SALISBURY**

### **MEMBERS**

Cr D Pilkington (Chairman)  
Mayor G Aldridge  
Cr D Balaza  
Cr S Bedford  
Cr D Bryant  
Cr C Buchanan  
Cr G Caruso  
Cr L Caruso  
Cr R Cook  
Cr E Gill  
Cr S Reardon  
Cr D Proleta  
Cr G Reynolds  
Cr S White  
Cr J Woodman (Deputy Chairman)  
Cr R Zahra

### **REQUIRED STAFF**

Chief Executive Officer, Mr J Harry  
General Manager Business Excellence, Mr C Mansueto  
General Manager City Development, Mr T Sutcliffe  
General Manager City Infrastructure, Mr M van der Pennen  
General Manager Community Development, Ms P Webb  
Acting Manager Governance, Ms J Rowett  
Manager Communications and Customer Relations, Mr M Bennington  
Team Leader Corporate Communications, Mr C Treloar  
Governance Support Officer, Ms K Boyd

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**APOLOGIES**

**LEAVE OF ABSENCE**

**PRESENTATION OF MINUTES**

Presentation of the Minutes of the Policy and Planning Committee Meeting held on 23 January 2017.

**PRESENTATIONS**

**REPORTS**

*Administration*

- 1.0.1 Future Reports for the Policy and Planning Committee..... 9
- 1.0.2 Appointment of Deputy Chairman - Policy and Planning Committee..... 15

*Community Development*

- 1.1.1 SAPol; Organisational Reform - Introduction of District Policing Model ..... 17
- 1.1.2 Mawson Centre Board Representation and Future of Commercial Catering Services at the Centre ..... 43
- 1.1.3 Minutes of the Youth Council Sub Committee meeting held on Tuesday 14 February 2017..... 105

**OTHER BUSINESS**

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## CONFIDENTIAL ITEMS

### 1.10.1 Salisbury Community Hub Site

*Pursuant to Resolution 1637 of 27/02/2017, item 1.10.1 is now public, effective 28/07/2017*

Pursuant to section 83(5) of the *Local Government Act 1999* the Chief Executive Officer has indicated that, if Council so determines, this matter may be considered in confidence under Part 3 of the *Local Government Act 1999* on that grounds that:

1. *Pursuant to Section 90(2) and (3)(b)(i) and (b)(ii) and (d)(i) and (d)(ii) of the Local Government Act 1999, the principle that the meeting should be conducted in a place open to the public has been outweighed in relation to this matter because:*
  - *it relates to information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the council is conducting, or proposing to conduct, business, or to prejudice the commercial position of the council; and*
  - *information the disclosure of which would, on balance, be contrary to the public interest; and*
  - *commercial information of a confidential nature (not being a trade secret) the disclosure of which could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and*
  - *commercial information of a confidential nature (not being a trade secret) the disclosure of which would, on balance, be contrary to the public interest.*
2. *In weighing up the factors related to disclosure,*
  - *disclosure of this matter to the public would demonstrate accountability and transparency of the Council's operations*
  - *Report contains information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom Council is conducting, or proposing to conduct, business, or to prejudice the commercial position of Council;*

*On that basis the public's interest is best served by not disclosing the **Salisbury Community Hub Site** item and discussion at this point in time.*
3. *Pursuant to Section 90(2) of the Local Government Act 1999 it is recommended the Council orders that all members of the public, except staff of the City of Salisbury on duty in attendance, be excluded from attendance at the meeting for this Agenda Item.*

**CLOSE**





**MINUTES OF POLICY AND PLANNING COMMITTEE MEETING HELD IN THE  
COUNCIL CHAMBER, 12 JAMES STREET, SALISBURY ON**

**23 JANUARY 2017**

**MEMBERS PRESENT**

Cr D Pilkington (Chairman)  
Cr D Balaza  
Cr S Bedford  
Cr D Bryant  
Cr G Caruso  
Cr L Caruso  
Cr R Cook  
Cr E Gill  
Cr S Reardon  
Cr D Proleta  
Cr G Reynolds  
Cr B Vermeer  
Cr S White  
Cr J Woodman (Deputy Chairman)  
Cr R Zahra

**STAFF**

Chief Executive Officer, Mr J Harry  
General Manager Business Excellence, Mr C Mansueto  
General Manager City Development, Mr T Sutcliffe  
Acting General Manager City Infrastructure, Mr D Roy  
General Manager Community Development, Ms P Webb  
Manager Governance, Ms T Norman  
Manager Communications and Customer Relations, Mr M Bennington  
Governance Coordinator, Ms J Rowett  
Governance Support Officer, Ms K Boyd

The meeting commenced at 6:30 pm.

The Chairman welcomed the members, staff and the gallery to the meeting.

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**APOLOGIES**

Apologies were received from Mayor G Aldridge and Cr C Buchanan.

**LEAVE OF ABSENCE**

Nil

**PRESENTATION OF MINUTES**

Moved Cr D Proleta  
Seconded Cr B Vermeer

The Minutes of the Policy and Planning Committee Meeting held on 12 December 2016, be taken and read as confirmed.

**CARRIED**

Moved Cr S Reardon  
Seconded Cr R Zahra

The Minutes of the Confidential Policy and Planning Committee Meeting held on 12 December 2016, be taken and read as confirmed.

**CARRIED**

**REPORTS**

*Administration*

**1.0.1 Future Reports for the Policy and Planning Committee**

Moved Cr L Caruso  
Seconded Cr S White

1. The information be received.

**CARRIED**

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*Urban Development*

**1.3.1 Request to waive a Land Management Agreement to allow rear access from 20 Wesley Court, Salisbury Plain to Willochra Road**

Moved Cr D Balaza  
Seconded Cr D Proleta

1. That the report be received and noted.
2. Council resolves to not enforce the provisions of a Land Management Agreement applying to 20 Wesley Court, Salisbury Plain, subject to Development Application 361/1721/2016 being approved under the Development Act 1993 and subject to the applicant satisfying all technical access requirements of Council and paying all costs associated with the new driveway invert.

**CARRIED**

*Other Business*

**1.9.1 Scoreboard Upgrade Assistance for Local Sporting Clubs**

*Cr D Proleta left the meeting at 06:48 pm.*  
*Cr D Proleta returned to the meeting at 06:49 pm.*

Moved Cr D Balaza  
Seconded Cr D Bryant

1. This report be received and noted.

**CARRIED**

Cr Pilkington thanked the Committee for supporting him in his role as Chairperson over the past two months.

The meeting closed at 7:11 pm.

CHAIRMAN.....

DATE.....



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<b>ITEM</b>	1.0.1
	<b>POLICY AND PLANNING COMMITTEE</b>
<b>DATE</b>	20 February 2017
<b>HEADING</b>	Future Reports for the Policy and Planning Committee
<b>AUTHOR</b>	Michelle Woods, Projects Officer Governance, CEO and Governance
<b>CITY PLAN LINKS</b>	4.3 Have robust processes that support consistent service delivery and informed decision making.
<b>SUMMARY</b>	This item details reports to be presented to the Policy and Planning Committee as a result of a previous Council resolution. If reports have been deferred to a subsequent month, this will be indicated, along with a reason for the deferral.

**RECOMMENDATION**

1. The information be received.

**ATTACHMENTS**

There are no attachments to this report.

**1. BACKGROUND**

- 1.1 Historically, a list of resolutions requiring a future report to Council has been presented to each committee for noting.

**2. CONSULTATION / COMMUNICATION**

- 2.1 Internal
  - 2.1.1 Report authors and General Managers.
- 2.2 External
  - 2.2.1 Nil.

### 3. REPORT

3.1 The following table outlines the reports to be presented to the Policy and Planning Committee as a result of a Council resolution:

<b>Meeting Item</b>	<b>- Heading and Resolution</b>	<b>Officer</b>
27/01/2015 1.2.1 <b>Due:</b> <b>Deferred to:</b> <b>Reason:</b>	<b>Mawson Lakes and Salisbury City Centre Parking Fund</b> 2. A review of the effectiveness of this proposal in generating economic activity and its impact on parking availability be undertaken within two years. February 2017 March 2017 Awaiting consultant's report.	Peter Jansen
29/03/2016 NOM3 <b>Due:</b>	<b>Tourism and Visitor Sub Committee Establishment</b> 6. The Tourism and Visitor Sub Committee be reviewed after 12 months. June 2017	Michael Bennington
29/03/2016 1.1.1 <b>Due:</b>	<b>Development of Fairbanks Drive Reserve for Joint use with Schools</b> 4. Further consideration is given towards the future uses of unused portions of the Reserve for strategic development in the next iteration of projects for consideration and that the outcomes of this analysis is presented to the Strategic Property Development Subcommittee in due course. June 2017	Chantal Milton
26/04/2016 1.1.1 <b>Due:</b>	<b>Review of the Twelve25 Advisory Group</b> 1. The Twelve25 Youth Advisory Group continue with a further review to be conducted in February 2017. March 2017	Rick Henke
26/04/2016 GB1 <b>Due:</b> <b>Deferred to:</b> <b>Reason:</b>	<b>Mawson Lakes DPA - requirements to receive approval from Minister for Planning</b> 3. That a further report be provided to Council in relation to the proposed Mawson Lakes DPA Part 2 for consideration of the proposed amendments following consideration of appropriate policy content and further discussions with the Department for Planning Transport and Infrastructure. February 2017 May 2017 Requests for incorporation of further policy changes by University of South Australia anticipated. Consideration of the changes to be included in the amended policy for the remaining elements of the Mawson Lakes DPA.	Peter Jansen

25/07/2016 1.1.4- SIPSC3	<b>Request for Sister City Relationship from the City of San Agustin, El Salvador</b> 1. A report be prepared setting out a proposed program for a delegation visit from the City of San Agustin, including resource implications, to enable the Strategic and International Partnership Committee to determine whether an invitation for a delegation can be extended to the City of San Agustin. <b>Due:</b> February 2017 <b>Deferred to:</b> March 2017 <b>Reason:</b> No response received at this stage from El Salvador.	Pippa Webb
26/09/2016 NOM6	<b>Waste Education Program to reduce waste to landfill and Zero Waste Levy costs</b> 1. Staff report back in relation to opportunities to develop and implement an education strategy for the City of Salisbury designed to reduce the amount of waste to landfill, increase recycling and ultimately reduce the financial cost of the Zero Waste Levy to residents, including: a. Simple information sources for residents, for example stickers for bins, brochures, website information; b. Consideration of a pilot program in the first instance, to confirm effectiveness of such a program prior to a whole of city roll out. <b>Due:</b> February 2017 <b>Deferred to:</b> April 2017 <b>Reason:</b> Consultation underway with NAWMA regarding opportunities.	Sam Kenny
26/09/2016 1.1.2	<b>Salisbury Oval Masterplan Concept and Engagement Strategy</b> 3. Staff report back on the results of the community engagement process and the staff response to issues raised in January 2017. <b>Due:</b> February 2017 <b>Deferred to:</b> March 2017 <b>Reason:</b> The Salisbury Oval Master Plan will be presented in March, with a presentation to the Elected Members at their weekend workshop on the 18/19th of February.	Amanda Berry
26/09/2016 1.1.2	<b>Salisbury Oval Masterplan Concept and Engagement Strategy</b> 4. A further report be brought back to the February 2017 Policy and Planning Committee meeting for final review and endorsement of the final Masterplan following community engagement. <b>Due:</b> February 2017 <b>Deferred to:</b> March 2017 <b>Reason:</b> The Salisbury Oval Master Plan will be presented in March, with a presentation to the Elected Members at their weekend workshop on the 18/19th of February.	Amanda Berry

26/09/2016	<b>Rural (Aircraft Noise) Direk Industry and Residential Interface Development Plan Amendment - Public Consultation</b>	Peter Jansen
1.3.1	4. That a further report be provided to Council on the outcomes of the Rural (Aircraft Noise) Direk Industry and Residential Interface Development Plan Amendment public consultation process upon conclusion of the consultation period. <b>Due:</b> March 2017	
24/10/2016 OB1_Cnl	<b>Permit Parking Program for City Centre Traders</b> 1. Staff provide a report into options for a permit parking program for traders in the city centre. 2. Staff to liaise with Parabanks to discuss possible assistance with outcomes to be included in this report. <b>Due:</b> February 2017 <b>Deferred to:</b> March 2017 <b>Reason:</b> Awaiting consultant's report.	John Darzanos
28/11/2016	<b>Update on Smoking Bans at Outdoor Recreation Venues</b>	Adam Trottmann
1.1.1	3. An update report be prepared for the February 2017 Policy and Planning Committee meeting, outlining progress to facilitate and promote smoke-free areas at sporting clubs. <b>Due:</b> February 2017 <b>Deferred to:</b> March 2017 <b>Reason:</b> At the time of writing this report, staff are holding a workshop with clubs tomorrow at which time this issue will be discussed.	
19/12/2016	<b>Rural (Aircraft Noise) Direk Industry and Residential Interface Development Plan Amendment update</b>	Peter Jansen
1.3.1	4. That a further report be provided to Council on the outcomes of the Rural (Aircraft Noise) Direk Industry and Residential Interface Development Plan Amendment public consultation process upon conclusion of the consultation period. <b>Due:</b> March 2017	
19/12/2016 P&P-OB1	<b>RAAF AP-3C Tailfin for Purposes of Display</b> That staff prepare a report working with Salisbury RSL to obtain an AP-3C Tailfin from RAAF for purposes of display within the Salisbury Council area, potentially as part of the Salisbury Oval Precinct upgrade. <b>Due:</b> March 2017 <b>Deferred to:</b> May 2017 <b>Reason:</b> Awaiting reply from Department of Defence.	Pippa Webb

**4. CONCLUSION / PROPOSAL**

- 4.1 Future reports for the Policy and Planning Committee have been reviewed and are presented to Council for noting.

**CO-ORDINATION**

Officer: EXECUTIVE GROUP  
Date: 13/02/2017



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<b>ITEM</b>	1.0.2
	<b>POLICY AND PLANNING COMMITTEE</b>
<b>DATE</b>	20 February 2017
<b>HEADING</b>	Appointment of Deputy Chairman - Policy and Planning Committee
<b>AUTHOR</b>	Joy Rowett, Governance Coordinator, CEO and Governance
<b>CITY PLAN LINKS</b>	4.3 Have robust processes that support consistent service delivery and informed decision making.
<b>SUMMARY</b>	This report provides information with respect to the appointment and role of Deputy Chairman of the Policy and Planning Committee. In accordance with the Terms of Reference of the Policy and Planning Committee, an appointment is required to be made.

#### **RECOMMENDATION**

1. Cr \_\_\_\_\_ be appointed as Deputy Chairman of the Policy and Planning Committee for a term of \_\_\_\_\_.

#### **ATTACHMENTS**

There are no attachments to this report.

### **1. BACKGROUND**

- 1.1 At the December 2016 Council meeting it was resolved (Resolution Number 1489/2016):
  - 1.1.1 Cr Julie Woodman be appointed as Deputy Chairman of the Policy and Planning Committee until the conclusion of the January 2017 round of meetings.
- 1.2 The Committee is now required to make a new appointment for the position of Deputy Chairman.

### **2. REPORT**

- 2.1 The Terms of Reference for the Policy and Planning Committee provides for the appointment of the Deputy Chairman at the first meeting of the Committee for a term determined by the Council, after which time the Committee will make a further appointment.
- 2.2 The Deputy Chairman acts in the role of Chairman in their absence.

**3. CONCLUSION / PROPOSAL**

- 3.1 In accordance with the Terms of Reference for the Policy and Planning Committee, the Committee is now asked to consider the position of Deputy Chairman and determine who should fulfil this role and for what term.

**CO-ORDINATION**

Officer: EXECUTIVE GROUP

Date: 13.02.17

<b>ITEM</b>	1.1.1
	<b>POLICY AND PLANNING COMMITTEE</b>
<b>DATE</b>	20 February 2017
<b>HEADING</b>	SAPol; Organisational Reform - Introduction of District Policing Model
<b>AUTHOR</b>	Julie Douglas, Senior Social Planner, City Development
<b>CITY PLAN LINKS</b>	3.1 Be an adaptive community that embraces change and opportunities. 4.1 Strengthen partnerships that enable us to better address our community's priorities. 4.4 Embed long term thinking, planning and innovation across the organisation.
<b>SUMMARY</b>	This report provides an update on the SAPol organisational reform and the new District Policing Model

## **RECOMMENDATION**

1. That the information be received.

## **ATTACHMENTS**

This document should be read in conjunction with the following attachments:

1. SAPol 2020 Roadmap
2. SAPol District Policing Model

## **1. BACKGROUND**

- 1.1 On 7 December 2016 the Commissioner of Police, Grant Stevens, outlined the future of policing in metropolitan Adelaide, detailing organisational reform to occur over the next four years. Details of the reform agenda are outlined in the attached documents, the 2020 Roadmap and District Policing Model, which were released on 7 December.
- 1.2 It is anticipated that the implementation of the reforms will be staged over the next 4 to 5 years.
- 1.3 The release of the reform agenda is for information purposes only. SAPol are not seeking feedback at this stage.

## **2. CONSULTATION / COMMUNICATION**

- 2.1 Internal
  - 2.1.1 Executive Group
- 2.2 External
  - 2.2.1 N/A

### 3. REPORT

- 3.1 The first of the released reform documents, the 2020 Roadmap (attachment 1), provides guidance on how SAPol's reform activities will contribute to achieving its vision of *a visible, responsive police service for all South Australians*. The Roadmap is organised around the core drivers of people, operations and technology, as follows:
- 3.1.1 People – attracting and retaining a workforce that is representative of the community, and will include work in the following areas:
- Developing a people vision and strategy;
  - Redesigning recruitment and selection processes;
  - Developing a diversity and inclusion strategy; and
  - Ensuring a mix of police and qualified civilian staff.
- 3.1.2 Operations – delivering a more agile and responsive system of policing, and will include work in the following areas:
- Station services streamlined to demand;
  - Centralisation of crime scene investigations and traffic enforcement;
  - Development of District Policing Teams;
  - Development of Response Teams;
  - Investing resources in counterterrorism;
  - Investing resources in cybercrime capability;
  - Investing resources in domestic and family violence; and
  - Introduction of a State Crime Assessment Centre.
- 3.1.3 Technology – introducing enabling technologies that support people and operations, and will include work in the following areas:
- Introduction of body worn video equipment;
  - Provision of mobile rugged tablets;
  - Staged roll-out of facial recognition systems;
  - Investment in predictive analytics to predict demand and crime trends; and
  - Introduction of crime occurrence and apprehension reports.
- 3.2 The 2020 Roadmap is essentially a high level strategic document, it does not provide a detailed analysis of how work will be progressed or any potential ongoing opportunities for consultation through the process.
- 3.3 The second of the reform documents, the District Policing Model (attachment 2), although providing more detail than the 2020 Roadmap, is still a fairly high level strategic document which is scant on implementation details in many areas. However, it does provide an overview of changes to the administrative organisation of policing districts reducing the current six metropolitan Local Service Areas to four Policing Districts, organised geographically as northern, eastern, western and southern districts.

- 3.4 The District Policing Model was introduced to Elected Members at the August 2016 Informal Strategy meeting by Chief Superintendent Bob Fauser, as an element of the overall SAPol reform that saw the reduction in operating hours at Salisbury and Holden Hill Police Stations. Reallocating staff resources from the largely administrative and customer service tasks at Police Station to front line duties within the District Policing Teams formed part of the rationale for reducing Station operating hours. To this end the District Policing Model aims to fulfil SAPol's vision, obligations and community expectations by:
- Equalising demand for police services across the four districts;
  - Providing significant "surge capacity" for response functions during times of high demand;
  - Increasing the number of police officers available to respond to calls for assistance;
  - Establishing a 24/7 State Response Manager to manage resource deployment across the metropolitan area according to demand and regardless of district boundaries;
  - Establishing 60 dedicated District Response Teams located across the four districts, tasked with responding to urgent calls for assistance as the primary front-line resource;
  - Expanding the concept of Neighbourhood Policing Teams across every suburb tasked with addressing the causes of demand and crime in their areas. The aim is to build a visible, accessible and consistent local police presence delivering a coordinated approach and supported by district and state community engagement coordinators; and
  - Increased resources for Child and Family Investigations sections within each district.
- 3.5 The majority of suburbs within the Salisbury Council area have been designated into eight teams within the Northern District, with the remaining suburbs designated into three teams in the Eastern District. Informal communications between Council and SAPol staff have flagged the likelihood that additional Police resources will regularly be drawn into the Northern District within this model due to the higher rate of offending relative to the other districts. As a keystone element of the District Policing Model, this may prove to be a long term advantage for community safety across the majority of Salisbury.
- 3.6 Each district will have an Operations Branch consisting of Response Teams and District Policing Teams, as well as custody management and front line services.
- 3.6.1 The role of Response Teams will be to respond to urgent calls for assistance, as a dedicated resource. They will be the primary front-line resource.
- 3.6.2 The role of the District Policing Teams will be to understand their designated suburbs, know who is committing crime, and act to stop the cycle of crime and victimisation. The District Policing Teams will be directly contactable for local (non-urgent) problems that require deeper understanding and a coordinated approach. If the Teams deliver on this intent, there are promising opportunities to develop closer relationships between Council and SAPol at the local level to develop informed and collaborative responses to crime and community safety issues.

- 3.7 Each district will also have a Criminal Investigation Branch with dedicated teams focussed on illicit drug investigations and domestic violence. Further detail on the operation and structure of these teams is not available at this time.
- 3.8 The SAPol reform agenda outlined in this report has implications for Council in aligning its existing community safety supportive infrastructure to best capitalise on SAPol's changing organisational and service delivery structures. Council's existing infrastructure includes:
- Member organisation of SAPol's Community Safety Committee;
  - Internal Council Community Safety Co-ordination Group;
  - Salisbury Dry Zone Management Committee;
  - Member organisation of SAPol's Drug Action Team;
  - Administration of Council's Drug and Alcohol Framework and associated funding; and
  - Grant funded crime prevention and CCTV projects.
- 3.9 Staff will continue to monitor the implementation of SAPol's reforms and make appropriate recommendations to Council for infrastructure realignment as and when it becomes necessary.

#### **4. CONCLUSION / PROPOSAL**

- 4.1 This report has outlined SAPol's reform agenda for the next four years to 2020 as outlined in the 2020 Roadmap and the District Policing Model, including the changes to the administrative organisation of policing districts and the role of District Policing Teams.
- 4.2 Staff will continue to monitor the reforms and advise Council accordingly.

#### **CO-ORDINATION**

Officer: EXECUTIVE GROUP  
Date: 13/02/2017



# SAPOL 2020

Achieving our vision of a visible, responsive police service for all South Australians

## The Roadmap

### TECHNOLOGY

Introducing enabling technologies that support our people and operations.

SAPOL has invested significantly to enable the delivery of our core functions. The rapidly changing technological environment has seen the introduction of Shield and portable data devices to allow real-time access to information. The following initiatives will be a part of our technology focus:

- **Shield** will see the introduction of crime occurrence and apprehension reports providing a centralised information management platform for recording and management of victim and non-victim crimes.
- **Chris21** will provide an integrated HR software solution and a platform from which our human resource and payroll strategies will evolve to dramatically reduce the number of forms required, speed up processing and provide valuable workforce data.
- In 2017 **body worn video** equipment will be issued to secure better evidence and provide increased officer safety.
- **Mobile rugged tablets** will provide a fully functional desktop environment on a mobile platform.
- An investment in **predictive analytics** will provide greater insight in predicting demand and alerting officers to real-time crime trends.
- **Mobile CAD** advancements will change the way we manage field deployment ensuring safety and efficiency for the benefit of officers and the community.

### NEXT STEPS

Implementation of projects will be structured to complement the three core drivers. The target completion date of this change program is **December 2020**.

### FOR FURTHER INFORMATION

Contact the Organisational Reform Team

Phone: 7322 4068

Email:

[sapol.organisationalreview@police.sa.gov.au](mailto:sapol.organisationalreview@police.sa.gov.au)



Modern policing requires our people to capably respond to a range of emerging and complex challenges. SAPOL remains steadfast in its commitment to the SAPOL 2020 vision through the delivery of our three core programs: Public Safety; Crime and Criminal Justice Services; Road Safety. The transformation of SAPOL through this organisational reform will also position us to deal with the current and emerging challenges as we continue to serve and protect the people of South Australia.

This document provides a roadmap of how organisational reform activity will contribute to SAPOL achieving the 2020 vision.

*Our focus on SAPOL 2020 will guide our organisational reform activity. This activity will be defined by three core drivers: our People, Operations and Technology.*

Our actions now, guided by each core driver, will contribute to SAPOL 2020. Key activities will build on our values of **service, integrity, courage, leadership, collaboration** and **respect**. There will be significant investment of people and resources to undertake the activities that will reinforce our three core drivers. Initially this investment will concentrate on: technology based initiatives; the staged implementation of our new operating structures; and the resultant redesign of supporting systems and processes. Importantly, all aspects of our redesign, from operations to supporting functions, will consider the development and support of our workforce as we move forward.

### PEOPLE

A priority for SAPOL is to attract and retain a workforce that is representative of the community we serve. This workforce is confident, capable and diverse. This has commenced with the development of a new organisational wide framework to provide a focus on our people.

Recruit 313 remains a priority with a completion deadline in 2018. In addition, SAPOL is committed to implementing a policing model for the future. This includes maximising the capability of our resources including our people, by ensuring the right mix of police and qualified civilian staff.

### OPERATIONS

Our new policing model will make us a more effective and productive organisation. Our commitment to problem solving and intelligence led policing will continue, using an evidence based approach in decision making. Resource allocation and demand management for domestic and family violence, cybercrime and counterterrorism are all priority areas in our program of change. We will build on our learnings from the metropolitan review to examine our regional policing model. This work will be augmented by:

- New operating structures at the local level.
- Improved delivery of operational intelligence.
- Increased state-wide functionality from our Communication Group.

### TECHNOLOGY

Significant technology projects are already underway within SAPOL. A staged approach to the roll-out of computer, video, facial recognition and digital technologies will ensure SAPOL remains at the forefront of technology in our operations and workforce. These key projects will be coordinated to ensure integration with the implementation of our new structures and people priorities.

Grant Stevens  
Commissioner  
South Australia Police



SOUTH AUSTRALIA POLICE

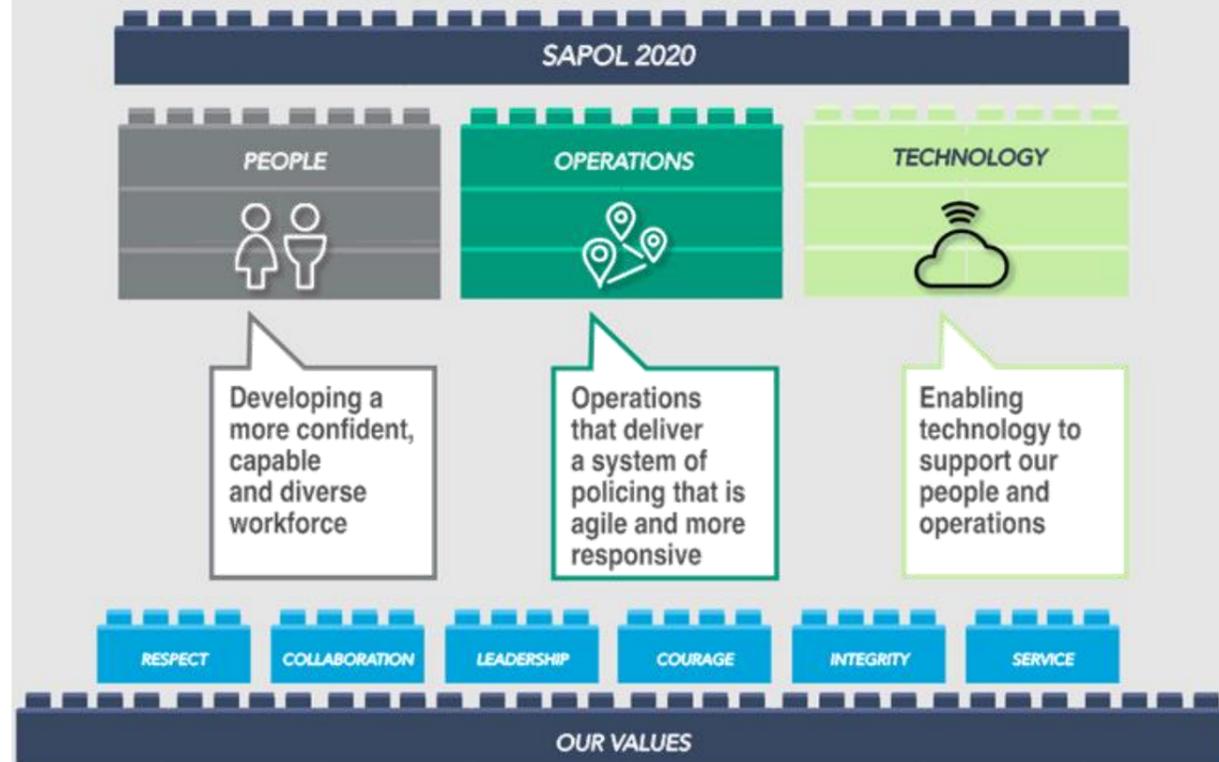


Government





## CORE DRIVERS



## THE ROADMAP



### PEOPLE

SAPOL will attract, develop, maintain and support a diverse workforce that is confident, capable, innovative and flexible, which meets the needs of the community.

This will involve significant work in the following areas:

- A new **people vision and strategy** will be developed that clearly identifies areas of focus and those enablers required to make our vision real for each employee.
- Enhanced **workforce flexibility** that addresses contemporary expectations on work-life balance for all staff.
- Making **health and wellbeing** a priority for SAPOL, ensuring our people are supported personally and professionally.
- Introducing a contemporary **recruitment, development and performance management framework** which addresses an individual's development throughout their career.

### OPERATIONS

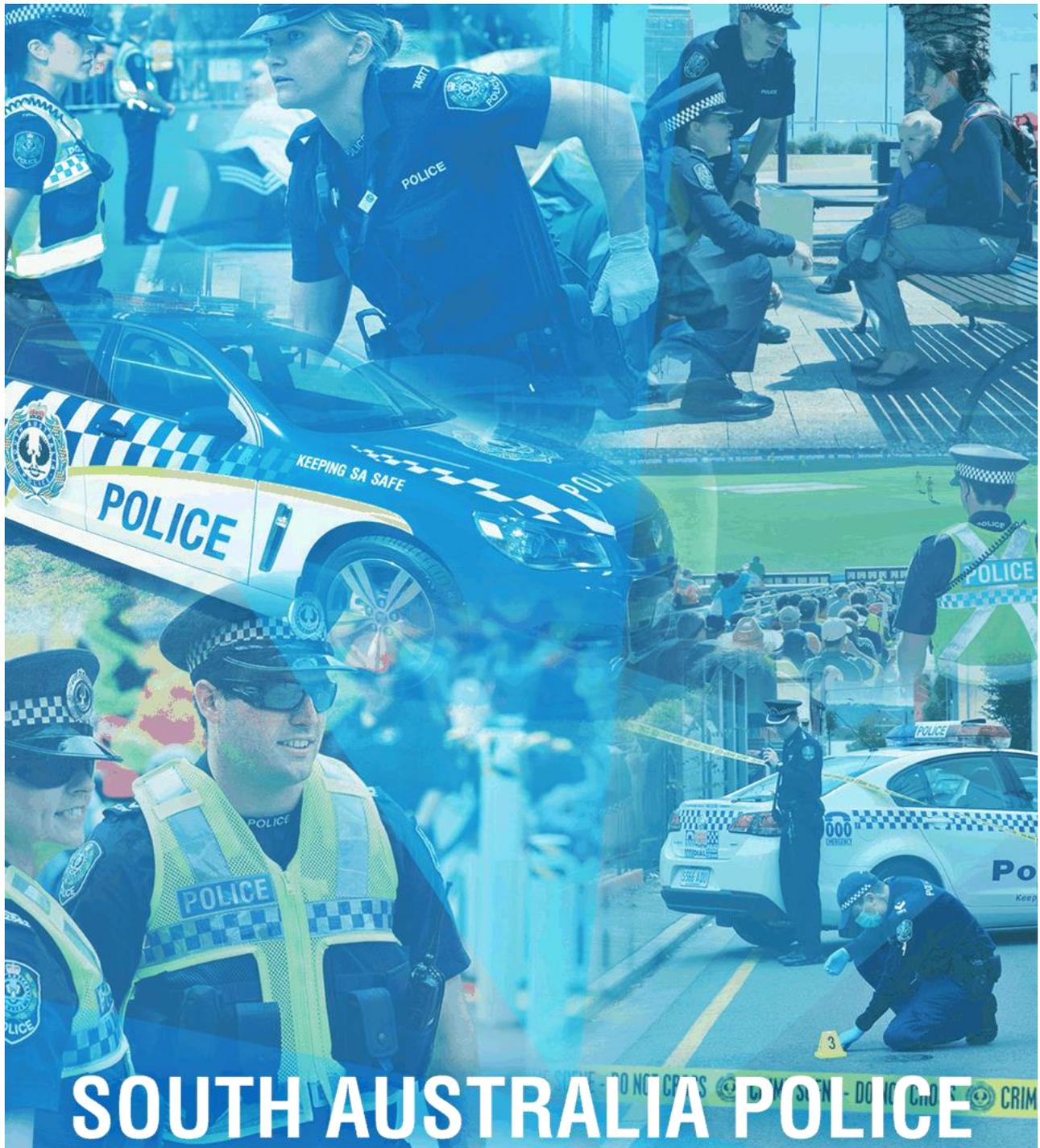
An integrated system of policing that is agile and more responsive will require improved structures, systems of work and processes.

This will involve work in the following areas:

- No policing jurisdiction is immune from the effects of terrorist activity. SAPOL will invest resources in **counterterrorism** to enhance our frontline and preventative, response and investigation capabilities.

- A significant increase in our capacity to deal with **domestic and family violence** with greater resource investment improving service to victims.
- Technology has exposed us to types and methods of **cybercrime** that we have never previously encountered. Increasing the investment in our cybercrime capability will help us keep pace with this evolving field of policing.
- An **Investigation Support Desk** will provide a 24/7 capability dedicated to assisting real-time responders as they investigate crime. This initiative will deliver improved frontline investigation outcomes.
- Introduction of a **State Crime Assessment Centre** will provide efficiencies across the entire state. This will change the way which incidents are assessed and will provide great opportunities for our officers to make a difference. Efficiency created will allow supervisors greater time in the field.
- The future of local policing involves creating new operational structures to support the way in which we police our communities. **District Policing Teams** will provide an intervening presence to prevent harm earlier. **Response Teams** will be dedicated to priority calls for assistance. Working without borders will enhance our response capability.
- Turning information into actionable intelligence to disrupt criminal activity remains a priority. Implementation of the **intelligent review** will provide end users with a more productive and efficient service.
- The community will experience a more timely and appropriate response to matters not requiring a face-to-face contact through a **telephone resolution** service.





# SOUTH AUSTRALIA POLICE

District Policing: a more visible, responsive police service for metropolitan Adelaide



SOUTH AUSTRALIA POLICE  
KEEPING SA SAFE



Government  
of South Australia



South Australia Police has always been an organisation focused on continuous improvement. The introduction of the Local Service Area (LSA) model has been very successful in changing SAPOL's service delivery, efficiency, equipment, technology and culture for the better. The LSA model has been in place for 16 years and in line with our philosophy of continuous improvement, it is timely for it to be reviewed.



During this period we have seen decreasing crime but increasing demand for police services. The new District Policing Model creates larger and more flexible workgroups supported by centralised functions that will reduce demand for police services so we can better focus our efforts on protecting victims of crime and reassuring the broader community.

The new model provides a structure and approach that is consistent with our key strategy to be accessible, innovative in the use of our resources and responsive in the delivery of our front-line services.

A handwritten signature in blue ink, appearing to read 'Grant Stevens'.

Grant Stevens  
Commissioner  
South Australia Police



## KEY POINTS

The District Policing Model has been applied to metropolitan Adelaide; at this time no changes are proposed to the seven Local Service Areas (LSAs) covering regional and remote South Australia.

The purpose of the District Policing Model is to fulfil our vision, key strategy and legislative obligation to reassure and protect the community by:

- Equalising demand for police services across four metropolitan Districts.
- Replacing the current concept of police patrols with two groups – Response Teams (similar to current uniform patrols) and new District Policing Teams.
- Establishing District Policing Teams to:
  - provide significant surge capacity for our response function during times of high demand
  - build a visible, accessible and consistent police presence in a small defined geographical area to address the causes of demand for police services
  - better protect high risk and repeat victims.
- Increasing the number of police officers available to respond (Response and District Policing Teams) to calls for assistance and including:
  - increasing supervisory Sergeants to enhance proactive supervision of Response and District Policing Teams
  - introducing 108 new Brevet Sergeant positions in our Response function and District Policing Teams
  - increasing police officers allocated to Child and Family Investigations
  - increasing victim contact services in each District
  - increasing intelligence analytical support to better inform operational decision making at all levels.
- Establishing a telephone resolution function within the Communications Centre to reduce demand for our response resources.
- Establishing a 24/7 State Response Manager at the Communications Centre to manage resource deployment across the metropolitan area according to demand and regardless of District boundaries thereby improving response times and ensuring the most appropriate resource is sent in the first instance.
- Establishing a centralised, 24/7 Investigations Support Desk to provide real-time intelligence, investigations support to front-line resources and to provide consistent quality assurance.
- Establishing a centralised 24/7 State Crime Assessment Centre (SCAC) that will:
  - provide consistent and standardised quality assurance of crime reporting
  - reduce administrative demand on front-line supervision by vetting and allocating all crime incidents
  - mitigate organisational risk associated with errors of front-line practice.
- Increasing resources allocated to the quality assurance of police court files to both improve quality and to reduce administrative demand on front-line resources.



## KEY POINTS

- Increasing business support within each District to reduce administrative demand on police managers and facilitate enhanced strategic management of the Districts.

A number of other initiatives will commence in the short-term as we move to realigning our boundaries and full implementation of the District Policing Model by 2020.

The four Metropolitan Districts are described below.

### Northern Metro District

Includes existing Elizabeth LSA (excludes portion of Evanston Park which becomes the sole responsibility of Barossa LSA), 15 Holden Hill LSA suburbs and one Hills Fleurieu LSA suburb.

### Eastern Metro District

Includes existing Eastern Adelaide LSA with 27 Holden Hill LSA suburbs, seven Sturt LSA suburbs and five Hills Fleurieu LSA suburbs.

### Western Metro District

Includes existing Western Adelaide LSA with 13 Holden Hill LSA suburbs and 19 Sturt LSA suburbs.

### Southern Metro District

Includes existing South Coast LSA (excludes portions of Ironbank and Dorset Vale which become the sole responsibility of Hills Fleurieu LSA), 81 Sturt LSA suburbs and two Hills Fleurieu LSA suburbs.



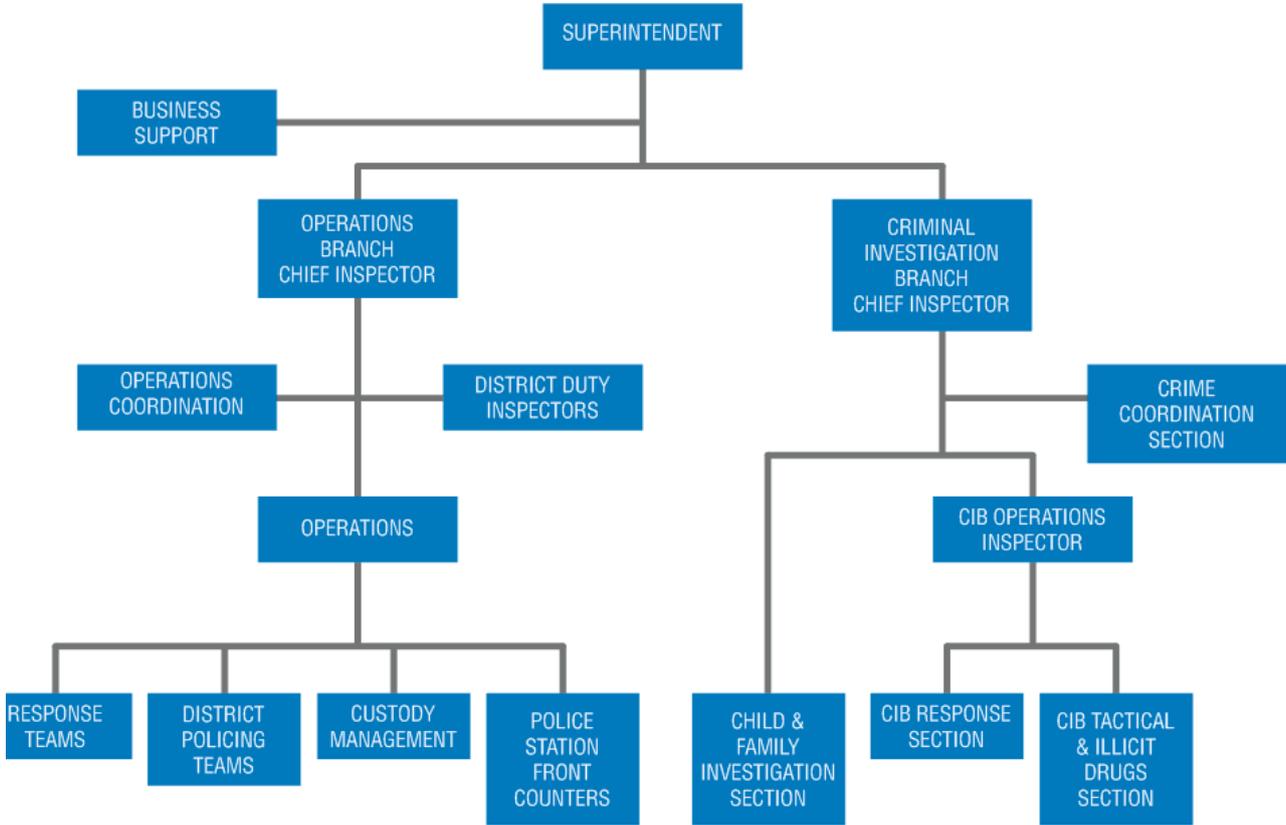
The map below highlights the boundaries of the four metropolitan policing districts.





## METROPOLITAN ORGANISATIONAL STRUCTURE

Represented below is the new Metropolitan Police District Organisational Structure:





- Sixty District Response Teams will be located throughout the metropolitan Districts. Each team will include a Sergeant, Brevet Sergeant (second-in-charge) and a number of Constables/Senior Constables. These response teams are our primary front-line resource.
- Response teams will be available 24 hours a day, 365 days a year to attend urgent calls for assistance.
- The District Policing Model differs from the current model with police officers allocated to the Response Teams not being used for other functions such as tactical teams. Response Teams will be a dedicated workgroup for immediate response to emergencies.
- Enhanced computer aided dispatch and automatic vehicle location technology means Response Teams will not be limited by artificial boundaries.
- An enhanced Communications function will provide Response Teams with improved information and intelligence to ensure they are better informed and therefore more effective.
- Response Teams will have tablet computers providing full office functionality anywhere across the metropolitan area:
  - SAPOL has purchased 855 tablets, with 680 to be installed in police cars, and the remaining tablets for use by other front-line police.
  - These devices allow officers to capture, retrieve and submit information in the field, without having to return to a desktop computer in the station.
- Facial recognition technology and body worn video will provide all police with additional capabilities in the foreseeable future.



- SAPOL currently has six Neighbourhood Policing Teams operating in the metropolitan area. This concept is being expanded across every suburb in the metropolitan area. These 48 teams will be known as District Policing Teams. Each team will include a Sergeant, Brevet Sergeant (second-in-charge) and a number of Constables/Senior Constables.
- These teams will be an agile and flexible workgroup that better allow SAPOL to manage the demand for police services by addressing the causes of demand and crime within their local area.
- District Policing Teams will provide a surge capacity for our Response Teams at times of high demand.
- District Policing Teams will be allocated a group of suburbs. It will be the role of each team to understand their local area, know who is committing crime, know who needs our help and act to stop the cycle of crime and victimisation.
- The teams will adopt a problem solving approach to local crime issues, working closely with high risk victims and other vulnerable members of their local community, providing appropriate police attention to recidivist offenders and actively collaborating with other agencies, non-government organisations and their local community to identify innovative solutions to local issues.
- These teams will be directly contactable for local (non-urgent) problems that require deeper understanding and a coordinated approach.
- District Policing Teams will be used for the policing of events within the District and replacing unplanned absences in the cells and police station front counters during their rostered hours to maintain service delivery levels.
- When proactively addressing the causes of demand within their local area District Policing Teams may utilise corporate programs such as Neighbourhood Watch and Blue Light supported by the District Community Engagement Coordinator and the State Community Engagement Section.



## DISTRICT CRIMINAL INVESTIGATION BRANCH (CIB)

- The District Policing Model creates efficiencies by consolidating investigation resources to provide larger teams and a central, more flexible and agile CIB work group for each District.
- A new centralised, 24/7 investigations area will monitor and assess reports of crime, making sure SAPOL's response is thorough, consistent and appropriate, resulting in better outcomes for victims of crime.
- Existing Crime Management Units will be centralised from Local Service Areas to create the State Crime Assessment Centre. The product of this realignment is a state-wide approach to the assessment, vetting and investigation of Police Incident Reports, Crime Stoppers and other previously Local Service Area based crime reporting functions.

## TACTICAL TEAMS

- The CIB Tactical Section will consist of two types of tactical teams focused on both proactive and reactive investigations. One will be a CIB Tactical Team and the other will consist of two Illicit Drug Teams.
- The CIB Tactical Teams will primarily focus on investigations of volume crime and issues of significance to the District and will actively engage in disruption and enforcement strategies.
- Illicit Drug Teams will focus on supporting SAPOL's Illicit Drug Strategy and the targeting of low to mid-level trafficking of illicit substances. The teams will adopt innovative techniques to identify, disrupt and apprehend those committing illicit drug offences.

## DOMESTIC VIOLENCE

- Domestic Violence is a national issue that affects us all. South Australia Police recognises this and will respond with an increase in police officers allocated to Child and Family Investigation Sections.
- There will also be an increase in victim contact services in each District.
- Through this increase in resources we will hold perpetrators of violence accountable and better protect victims.





Southern District will consist of the following police facilities:

- **Christies Beach Police Station (headquarters)**
- **Sturt Police Station**
- **Aldinga Police Station**
- **Netley Police Station.**

Southern District will incorporate:

Aberfoyle Park, Aldinga, Aldinga Beach, Ascot Park, Ashford, Bedford Park, Belair, Bellevue Heights, Black Forest, Blackwood, Blewitt Springs, Brighton, Brownhill Creek, Camden Park, Chandlers Hill, Cherry Gardens, Christie Downs, Christies Beach, Clapham, Clarence Gardens, Clarence Park, Clarendon, Clovelly Park, Colonel Light Gardens, Coromandel East, Coromandel Valley, Craighburn Farm, Cumberland Park, Darlington, Daw Park, Dingabledinga, Dover Gardens, Eden Hills, Edwardstown, Everard Park, Flagstaff Hill, Forestville, Glandore, Glenalta, Glengowrie, Hackham, Hackham West, Hallett Cove, Happy Valley, Hawthorn, Hawthorndene, Hove, Huntfield Heights, Hyde Park, Kangarilla, Keswick, Kings Park, Kingston Park, Kingswood, Kuitpo, Kurralta Park, Lonsdale, Lower Mitcham, Lynton, Malvern, Marino, Marion, Marleston, Maslin Beach, McLaren Flat, McLaren Vale, Melrose Park, Millswood, Mitcham, Mitchell Park, Moana, Montarra, Morphett Vale, Morphettville, Netherby, Netley, Noarlunga Centre, Noarlunga Downs, North Brighton, North Plympton, Oaklands Park, O'Halloran Hill, Old Noarlunga, Old Reynella, Onkaparinga Hills, O'Sullivan Beach, Panorama, Park Holme, Pasadena, Plympton, Plympton Park, Port Noarlunga, Port Noarlunga South, Port Willunga, Reynella, Reynella East, St Marys, Seacliff, Seacliff Park, Seacombe Gardens, Seacombe Heights, Seaford, Seaford Heights, Seaford Meadows, Seaford Rise, Seaview Downs, Sellicks Beach, Sellicks Hill, Sheidow Park, Somerton Park, South Brighton, South Plympton, Springfield, Sturt, Tatachilla, The Range, Torrens Park, Trott Park, Unley Park, Urrbrae, Warradale, Westbourne Park, Whites Valley, Willunga, Willunga South, and Woodcroft.

Southern District police station front counter service will be provided at:

- Christies Beach Police Station
- Sturt Police Station
- Netley Police Station
- Aldinga Police Station.

Southern District will have a total of 12 District Policing Teams. The number of suburbs allocated to each team has been based on an assessment of equalised demand indicators, such as geographical area and population.



Team 1	Team 2	Team 3	Team 4	Team 5	Team 6
Aldinga	Blewitt Springs	Christies Beach	Chandlers Hill	Morphett Vale	Christie Downs
Aldinga Beach	Kangarilla	Noarlunga Downs	Cherry Gardens	Old Reynella	Lonsdale
Dingabledinga	Kuitpo	Port Noarlunga	Clarendon		Noarlunga Centre
Maslin Beach	McLaren Vale	Port Noarlunga South	Hackham		O'Sullivan Beach
McLaren Flat	Moana	Seaford Meadows	Hackham West		Reynella
Montarra	Old Noarlunga		Huntfield Heights		
Port Willunga	Seaford		Onkaparinga Hills		
Sellicks Beach	Seaford Heights		Reynella East		
Sellicks Hill	Seaford Rise		Woodcroft		
Tatachilla					
The Range					
Whites Valley					
Willunga					
Willunga South					

Team 7	Team 8	Team 9	Team 10	Team 11	Team 12
Darlington	Brighton	Aberfoyle Park	Clapham	Ascot Park	Ashford
Hallett Cove	Dover Gardens	Bedford Park	Clarence Gardens	Clovelly Park	Black Forest
Happy Valley	Hove	Belair	Colonel Light Gardens	Glengowrie	Camden Park
Kingston Park	North Brighton	Bellevue Heights	Cumberland Park	Marion	Clarence Park
Marino	Oaklands Park	Blackwood	Daw Park	Mitchell Park	Everard Park
O'Halloran Hill	Seacombe Gardens	Brownhill Creek	Edwardstown	Morphettville	Forestville
Seacliff	Somerton Park	Coromandel East	Hawthorn	Park Holme	Glandore
Seacliff Park	Sturt	Coromandel Valley	Hyde Park		Keswick
Seacombe Heights	Warradale	Craigburn Farm	Kings Park		Kurralta Park
Seaview Downs		Eden Hills	Kingswood		Marleston
Sheidow Park		Flagstaff Hill	Lower Mitcham		Millswood
South Brighton		Glenalta	Malvern		Netley
Trott Park		Hawthorndene	Melrose Park		North Plympton
		Lynton	Netherby		Plympton
		Mitcham	Pasadena		Plympton Park
		Panorama	St Marys		South Plympton
		Springfield	Torrens Park		
			Unley Park		
			Urrbrae		
			Westbourne Park		



Eastern District will consist of the following police facilities:

- **Grenfell Street Police Station (headquarters)**
- **Hindley Street Police Station**
- **Norwood Police Station**
- **Holden Hill Police Station.**

Eastern District will incorporate:

Adelaide, Athelstone, Auldana, Beaumont, Beulah Park, Burnside, Campbelltown, College Park, Dernancourt, Dulwich, Eastwood, Erindale, Evandale, Felixstow, Firle, Frewville, Fullarton, Gilberton, Gilles Plains, Glen Osmond, Glenside, Glenunga, Glynde, Goodwood, Greenacres, Greenhill, Hackney, Hampstead Gardens, Hazelwood Park, Heathpool, Hectorville, Highbury, Highgate, Hillcrest, Holden Hill, Hope Valley, Horsnell Gully, Houghton, Ingle Farm, Joslin, Kensington, Kensington Gardens, Kensington Park, Kent Town, Klemzig, Leabrook, Leawood Gardens, Linden Park, Magill, Manningham, Marden, Marryatville, Maylands, Medindie, Modbury, Mount Osmond, Myrtle Bank, Newton, North Adelaide, Northfield, Northgate, Norton Summit, Norwood, Oakden, Para Vista, Paradise, Parkside, Payneham, Payneham South, Pooraka, Rose Park, Rosslyn Park, Rostrevor, Royston Park, St Agnes, St Georges, St Morris, St Peters, Skye, Stepney, Stonyfell, Teringie, Toorak Gardens, Tranmere, Trinity Gardens, Tusmore, Unley, Vale Park, Valley View, Vista, Walkerville, Walkley Heights, Waterfall Gully, Wattle Park, Wayville, Windsor Gardens, and Woodforde.

Eastern District police station front counter service will be provided at:

- Hindley Street Police Station
- Holden Hill Police Station
- Norwood Police Station
- Wakefield Street Police Station front counter (will be relocated to Grenfell Street Police Station).

Eastern District will have a total of 12 District Policing Teams. The number of suburbs allocated to each team has been based on an assessment of equalised demand indicators, such as geographical area and population.

Team 1	Team 2	Team 3	Team 4	Team 5	Team 6
Ingle Farm	Greenacres	Gilles Plains	Athelstone	Campbelltown	Felixstow
Pooraka	Hillcrest	Holden Hill	Highbury	Dernancourt	Firle
	Northfield	Para Vista	Hope Valley	Newton	Glynde
	Northgate	Valley View	Houghton	Paradise	Hampstead Gardens
	Oakden		Modbury	Windsor Gardens	Hectorville
	Walkley Heights		St Agnes		Klemzig
			Vista		Manningham
					Marden
					Payneham
					Payneham South
					Rostrevor
					Vale Park
					Woodforde

Team 7, 8 & 9	Team 10	Team 11	Team 12
Adelaide	College Park	Auldana	Beaumont
	Evandale	Beulah Park	Burnside
	Gilberton	Dulwich	Eastwood
	Hackney	Erindale	Frewville
	Joslin	Heathpool	Fullarton
	Maylands	Horsnell Gully	Glen Osmond
	Medindie	Kensington	Glenside
	North Adelaide	Kensington Gardens	Glenunga
	Royston Park	Kensington Park	Goodwood
	St Morris	Kent Town	Greenhill
	St Peters	Leabrook	Hazelwood Park
	Stepney	Magill	Highgate
	Tranmere	Marryatville	Leawood Gardens
	Trinity Gardens	Norton Summit	Linden Park
	Walkerville	Norwood	Mount Osmond
		Rose Park	Myrtle Bank
		Rosslyn Park	Parkside
		Skye	St Georges
		Stonyfell	Tusmore
		Teringie	Unley
		Toorak Gardens	Waterfall Gully
		Wattle Park	Wayville



Western District will consist of the following:

- **Port Adelaide Police Station (headquarters)**
- **Henley Beach Police Station**
- **Parks Police Station**
- **Glenelg Police Station.**

Southern District will incorporate:

Adelaide Airport, Albert Park, Alberton, Allenby Gardens, Angle Park, Athol Park, Beverley, Birkenhead, Blair Athol, Bowden, Broadview, Brompton, Brooklyn Park, Cheltenham, Clearview, Collinswood, Cowandilla, Croydon, Croydon Park, Devon Park, Dudley Park, Enfield, Ethelton, Exeter, Ferryden Park, Findon, Fitzroy, Flinders Park, Fulham, Fulham Gardens, Garden Island, Gepps Cross, Gillman, Glanville, Glenelg, Glenelg East, Glenelg North, Glenelg South, Grange, Hendon, Henley Beach, Henley Beach South, Hilton, Hindmarsh, Keswick Terminal, Kidman Park, Kilburn, Kilkenny, Largs Bay, Largs North, Lockleys, Mansfield Park, Medindie Gardens, Mile End, Mile End South, Nailsworth, New Port, North Haven, Novar Gardens, Osborne, Ottoway, Outer Harbor, Ovingham, Pennington, Peterhead, Port Adelaide, Prospect, Queenstown, Regency Park, Renown Park, Richmond, Ridleyton, Rosewater, Royal Park, St Clair, Seaton, Sefton Park, Semaphore, Semaphore Park, Semaphore South, Taperoo, Tennyson, Thebarton, Thorngate, Torrens Island, Torrensville, Underdale, Welland, West Beach, West Croydon, West Hindmarsh, West Lakes, West Lakes Shore, West Richmond, Wingfield, Woodville, Woodville Gardens, Woodville North, Woodville Park, Woodville South, and Woodville West.

Western District police station front counter service will be provided at:

- Port Adelaide Police Station
- Henley Beach Police Station
- Glenelg Police Station.

Western District will have a total of 12 District Policing Teams. The number of suburbs allocated to each team has been based on an assessment of equalised demand indicators, such as geographical area and population.

Team 1	Team 2	Team 3	Team 4	Team 5	Team 6
Birkenhead	Ethelton	Alberton	Findon	Albert Park	Angle Park
Exeter	Hendon	Garden Island	Grange	Cheltenham	Athol Park
Glanville	Royal Park	Gillman	Seaton	Kilkenny	Mansfield Park
Largs Bay	Semaphore	Ottoway		St Clair	Pennington
Largs North	Semaphore Park	Port Adelaide		Woodville	Wingfield
New Port	Semaphore South	Queenstown		Woodville North	Woodville Gardens
North Haven	Tennyson	Rosewater		Woodville Park	
Osborne	West Lakes	Torrens Island		Woodville South	
Outer Harbor	West Lakes Shore			Woodville West	
Peterhead					
Taperoo					

Team 7	Team 8	Team 9	Team 10	Team 11	Team 12
Croydon Park	Blair Athol	Bowden	Allenby Gardens	Brooklyn Park	Adelaide Airport
Ferryden Park	Broadview	Brompton	Beverley	Fulham	Cowandilla
Gepps Cross	Clearview	Devon Park	Croydon	Fulham Gardens	Glenelg
Kilburn	Collinswood	Dudley Park	Flinders Park	Henley Beach	Glenelg East
Regency Park	Enfield	Fitzroy	Hindmarsh	Henley Beach South	Glenelg North
	Medindie Gardens	Ovingham	Kidman Park	Lockleys	Glenelg South
	Nailsworth	Prospect	Ridleyton	Mile End	Hilton
	Sefton Park	Renown Park	Thebarton	Torrensville	Keswick Terminal
		Thorngate	Underdale		Mile End South
			Welland		Novar Gardens
			West Croydon		Richmond
			West Hindmarsh		West Beach
					West Richmond



Northern District will consist of the following:

- **Elizabeth Police Station (headquarters)**
- **Salisbury Police Station**
- **Golden Grove Police Station.**

The Northern Metropolitan District will incorporate:

Andrews Farm, Angle Vale, Banksia Park, Bibaringa, Blakeview, Bolivar, Brahma Lodge, Buckland Park, Burton, Cavan, Craigmore, Davoren Park, Direk, Dry Creek, Edinburgh, Edinburgh North, Elizabeth, Elizabeth Downs, Elizabeth East, Elizabeth Grove, Elizabeth North, Elizabeth Park, Elizabeth South, Elizabeth Vale, Fairview Park, Globe Derby Park, Golden Grove, Gould Creek, Green Fields, Greenwith, Gulfview Heights, Hillbank, Humbug Scrub, Lower Hermitage, MacDonald Park, Mawson Lakes, Modbury Heights, Modbury North, Munno Para, Munno Para Downs, Munno Para West, One Tree Hill, Para Hills, Para Hills West, Parafield, Parafield Gardens, Paralowie, Penfield, Penfield Gardens, Redwood Park, Ridgheaven, St Kilda, Salisbury, Salisbury Downs, Salisbury East, Salisbury Heights, Salisbury North, Salisbury Park, Salisbury Plain, Salisbury South, Sampson Flat, Smithfield, Smithfield Plains, Surrey Downs, Tea Tree Gully, Uleybury, Upper Hermitage, Virginia, Waterloo Corner, Wynn Vale, Yatala Vale, and Yattalunga.

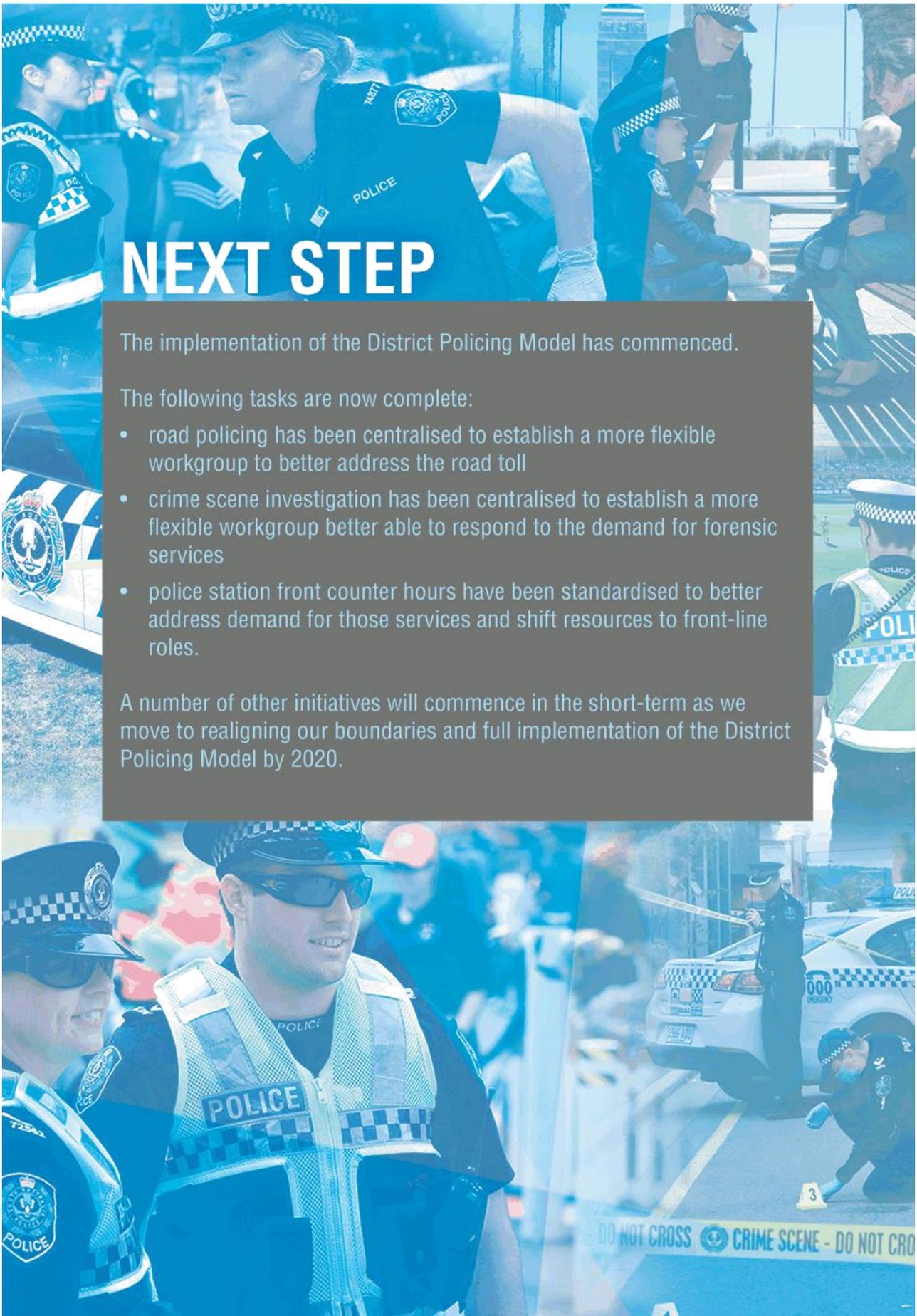
Northern District police station front counter service will be provided a:

- Elizabeth Police Station
- Salisbury Police Station
- Golden Grove Police Station.

Northern District will have a total of 12 District Policing Teams. The number of suburbs allocated to each team has been based on an assessment of equalised demand indicators, such as geographical area and population.

Team 1	Team 2	Team 3	Team 4	Team 5	Team 6
Andrews Farm	Davoren Park	Bibaringa	Elizabeth Downs	Fairview Park	Banksia Park
Angle Vale	Edinburgh	Blakeview	Elizabeth East	Golden Grove	Gulfview Heights
MacDonald Park	Edinburgh North	Craigmore	Elizabeth Park	Greenwith	Modbury Heights
Munno Para	Elizabeth North	Humbug Scrub	Gould Creek	Lower Hermitage	Modbury North
Munno Para Downs	Penfield	One Tree Hill	Hillbank	Salisbury East	Redwood Park
Munno Para West		Smithfield	Sampson Flat	Salisbury Heights	Ridgehaven
Penfield Gardens		Uleybury		Upper Hermitage	Surrey Downs
Smithfield Plains		Yattalunga		Yatala Vale	Tea Tree Gully
					Wynn Vale

Team 7	Team 8	Team 9	Team 10	Team 11	Team 12
Cavan	Brahma Lodge	Elizabeth	Elizabeth South	Bolivar	Buckland Park
Dry Creek	Green Fields	Elizabeth Grove	Salisbury	Paralowie	Burton
Globe Derby Park	Parafield Gardens	Elizabeth Vale		Salisbury Downs	Direk
Mawson Lakes	Salisbury Park			St Kilda	Salisbury North
Para Hills	Salisbury Plain				Virginia
Para Hills West	Salisbury South				Waterloo Corner
Parafield					



# NEXT STEP

The implementation of the District Policing Model has commenced.

The following tasks are now complete:

- road policing has been centralised to establish a more flexible workgroup to better address the road toll
- crime scene investigation has been centralised to establish a more flexible workgroup better able to respond to the demand for forensic services
- police station front counter hours have been standardised to better address demand for those services and shift resources to front-line roles.

A number of other initiatives will commence in the short-term as we move to realigning our boundaries and full implementation of the District Policing Model by 2020.

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<b>ITEM</b>	1.1.2
	<b>POLICY AND PLANNING COMMITTEE</b>
<b>DATE</b>	20 February 2017
<b>HEADING</b>	Mawson Centre Board Representation and Future of Commercial Catering Services at the Centre
<b>AUTHOR</b>	Rick Henke, Acting Manager Community Capacity & Learning, Community Development
<b>CITY PLAN LINKS</b>	3.4 Be a proud, accessible and welcoming community. 1.1 Have a community with the skills, knowledge and agility to participate in a rapidly changing economy. 3.2 Have interesting places where people want to be.
<b>SUMMARY</b>	This report seeks approval to formally respond to University of South Australia about the services and operations of the Mawson Centre.

#### **RECOMMENDATION**

1. That advice to be provided to University of South Australia that Council supports the recommendation of the University and the Department of Education and Child Development for the Aroma Café site to close.
2. That Council seek in principal support from the University of South Australia and the Department of Education and Child Development for the operation of a social enterprise café.
3. That staff prepare a detailed business case for Council consideration of the operations of a social enterprise café within the Mawson Centre, conditional on the agreement of the University of South Australia and the Department of Child Development to support in principal the operation of a social enterprise café at the site.
4. Cr \_\_\_\_\_ and the General Manager of Community Development be appointed as the Council's two representatives to the Mawson Centre Management Committee.
5. That the Manager of Community Capacity and Learning negotiate a swap of the priority rooms of use from the existing upstairs room (room MC2.03) for a room directly opposite the existing community programs area (room MC1.01) within the budgeted contribution.

#### **ATTACHMENTS**

This document should be read in conjunction with the following attachments:

1. Mawson Centre Floor Plan
2. Current Mawson Centre Usage Oct 2016
3. Mawson Centre Signed MOU

## 1. BACKGROUND

- 1.1 The Council has entered into two separate arrangements to provide community facilities as a part of the Mawson Lakes Development. They are the Denison Centre joint venture and the Mawson Centre tenants in common.

### **Denison Centre**

- 1.2 Council are joint venture partners in the Denison Centre which was built as a shared facility between the school and the local community. On the 25th Of April 2012, the Minister for Education and Child Development and the City of Salisbury signed a Deed of Arrangement regarding the Operation of the Denison Centre. The Agreement specifies the access that each party has to spaces through the Centre. The community has exclusive use of storage room 1 and storage room 4 and priority use for Activity Rooms 1 and 2 (known as the Mobarra rooms) ; and shared use of the kitchen and Storage Room. The School has exclusive use of the Teacher office, storage rooms 2 and 5, the two general learning areas, the northern toilets and corridor 2 and has priority use of the Activity Hall during school term and school days between 8am and 5pm, week day evenings and weekends as required.
- 1.3 Section D of the Agreement specifically states that “The Council has an interest in ensuring that the joint use of the Facility remains available to rate payers in its area and to the wider community” Attachment A, Page 1.
- 1.4 The Agreement is overseen by a Management Committee which comprises of the Minister Representative, the Principal of Mawson Lakes School, representative of the Mawson Lakes Governing Council, a representative of Council, the Director of Community Services (now General Manager Community Development) (or his or her nominee), a representative of the Mawson Lakes Community appointed by the Minister and the Council.
- 1.5 The Management Committee’s powers are set out in Schedule A of the Agreement. Both the Schedule and the changes to the Agreement clauses can be varied by signed written agreement by both parties.
- 1.6 The Denison Centre was built as a shared facility between the school and the local community. The Mawson Lakes Community Trust Fund donated \$1.1m to the construction of the Denison Centre.

### **The Mawson Centre**

- 1.7 The Mawson Centre building which is a University of South Australia and Department of Educational and Child Development (DECD) and Salisbury Council arrangement as tenants in common.
- 1.8 The ownership (tenants in common) and contributions to the venture is defined under agreement as University of South Australia 63%, Department of Education and Child Development 18% contributors and City of Salisbury the balance of 19%. There is an asset management plan and sinking fund to which all contribute.
- 1.9 Council’s major presence at the Mawson Centre building is the Mawson Lakes Library, The Mawson Centre (Community Centre programs) and priority use of one room (upstairs) for community hire and programs and ability to access other rooms in the Centre on a first come first served basis without charge.

- 1.10 The Mawson Lakes Community Trust Fund donated \$1.1m to the construction of the Denison Centre and the Council has a Deed of Arrangement with the Department of Education and Child Development. Under the Deed of Arrangement two rooms are for Community priority usage, Activity Rooms 1 and 2.
- 1.11 The Agreement is overseen by a Management Committee which comprises of the Minister Representative, the Principal of Mawson Lakes School, representative of the Mawson Lakes Governing Council, a representative of Council, the Director of Community Services (now General Manager Community Development) (or his or her nominee), a representative of the Mawson Lakes Community appointed by the Minister and the Council.
- 1.12 Council's contribution to the facilities operating account is \$5,000 per financial year, plus CPI.
- 1.13 On 27th October 2016 Council received an email communication from Mr Phil Clatworthy, Director of Facilities Management, University of South Australia in which he advised:
- Mawson Centre Aroma Café has been subsidised to continue service.
  - The existing lease has expired and is continuing on a month by month basis.
  - The existing operator has requested to close the service at the end of the 2016 trading period (when university holidays commence).
- 1.14 On 1<sup>st</sup> November Damian Garcia (Team Leader Community Capacity and Learning South) and Rick Henke (Acting Manager Community Capacity and Learning) met with Paul Reynolds, University of South Australia Commercial Services Manager. At this meeting Paul Reynolds indicated that it was the University's intention to recommend that the Aroma Café close. He indicated that:
- The café has an annual turnover insufficient to provide the current operator a satisfactory return;
  - Trades only during university terms;
  - Trades only between 9.30am and 2pm; and
  - Sales consist of predominately a coffee, cold drinks and sandwiches Is staffed by a sole staff member.
- 1.15 The University of South Australia is undertaking master planning regarding food choice provision across their campuses and it is expected in 2018 there may be a significant reinvestment / change in café services across their sites.
- 1.16 At this meeting several issues were discussed with staff including:
- seeking Council endorsement of the University of South Australia's recommendation to close the Aroma Café.
  - seeking two nominee's to represent Council on the Mawson Centre Committee.
  - Staff canvassed to opportunity to explore a social enterprise model at the site in the place of the commercial operator.
- 1.17 Council staff subsequently discussed the potential to swap priority access rooms to create a better community development and service delivery outcome.

**2. CITY PLAN CRITICAL ACTION**

- 2.1 Promote a positive image of Salisbury to attract investment, visitors and tourists, and increase community pride.

**3. CONSULTATION / COMMUNICATION****3.1 Internal**

- 3.1.1 Team Leader South, Community Capacity and Learning.

**3.2 External**

- 3.2.1 University of South Australia.

**4. REPORT**

- 4.1 Changes in management structure which were implemented as a part of the review into Libraries and Community Centers present council with the opportunity to explore the use of rooms and the operations of a social enterprise café at the Mawson Centre. The staffing at the site are now combined under a management model, which ensures better utilisation of the space for the community, by a reduction in duplication and will facilitate greater utilisation of both the community space and Library space for activities. This report explores these options for council consideration, as well as seeking representatives from the elected membership to be a part of the Management Committee. Council has an opportunity to consider options for use of the site that will deliver upon Councils City Plan, particularly in relation to Prosperous and Liveable City objectives.

**Café Closure**

- 4.2 The University of South Australia has requested input from Council regarding the closure of the Café, future use options, and feedback on product offer.
- 4.2.1 The advice provided by the University suggests that the café is not commercially viable, and that Council could agree with the Department of Education and the University that it should close.
- 4.2.2 If Council agreed to this position it would open the way for the potential exploration of a social enterprise on the site similar to the existing Café Connoisseurs and Pizza oven model.
- 4.2.3 In the short term, there is the opportunity for Council to explore the potential of a social enterprise café model at the site, which if successful could be ongoing.
- 4.2.4 Social enterprise models have been developed in many countries, typically to address complex social issues and create entrepreneurial learning, skill development and employment pathways for people while also delivering valuable resources and services to the community.
- 4.2.5 The existing Coffee Connoisseurs model developed by Twelve25 has the potential to be expanded and adapted to the Mawson Centre site. The model developed is based on a mobile operation retailing coffee at key events. Combining the mobile operations with the café site has the potential to be a successful model for the Centre, as it could overcome some of the periodic slow trade issues experienced by the current vendor.

- 4.2.6 It is initially estimated that the Coffee Connoisseurs social enterprise model could be developed for staged implementation subject to more detailed business case investigations.
- 4.2.7 In summary it is recommended that a detailed business case for a social enterprise café to be developed in order for Council to consider operations, if the University and Department of Education support the in principal concept of a social enterprise operation.

**Representation on Mawson Centre Committee:**

- 4.3 Representation on the Mawson Centre board (developed under a registered Memorandum of Understanding between the parties – Attachment three) is made up of three (3) University of SA nominees, two (2) council nominees and two (2) DECS nominees.
- 4.4 The purpose of the board is to:
  - 4.4.1 Oversee the administration of ownership of The Mawson Centre on behalf of the owners.
  - 4.4.2 Oversee various aspects of the day to day operational management of The Mawson Centre including:
    - 4.4.2.1 approval of expenditure from the operating fund and/or the sinking fund;
    - 4.4.2.2 changes proposed by any of the parties to the use of various area(s) of the Mawson Centre;
    - 4.4.2.3 being the forum which considers (and if appropriate approves) proposals from any of the parties to enter into contractual arrangements with others in respect of the use by others of various area(s) of The Mawson Centre which a party has the contractual right to use pursuant to this Memorandum of Understanding and/or the Facilities Use Agreement (in a manner other than as contemplated by this Memorandum of Understanding and/or the Facilities Use Agreement);
    - 4.4.2.4 act as the initial forum for the resolution of disputes between the parties, in respect of the ownership, management and operation of The Mawson Centre.
- 4.5 The University of South Australia has requested nominees from Council to participate in the Mawson Centre Committee as the previous nominees are no longer employed by Council.
- 4.6 This Committee is responsible for the administration of the Mawson Centre, and as such decisions made can affect the day to day operations of the Centre. It is critical that representation is at a level that has the strategic intent of Council reflected in these day to day operational considerations. Towards the end of the agreement in 2020, this will become even more important as all parties consider their current investment and re-evaluate their role.

- 4.7 It is recommended that the nominated representatives are an Elected Member determined by Council and the General Manager Community Development. This level of representation will ensure the effective strategic oversight of City of Salisbury's strategic intent around the operations of the whole Centre. It will ensure that where possible the operations and delivery of the Community Centre and Library are enhanced as a high quality integrated service offering which maximises the Mawson Centers assets for the community.

**Proposed Priority Room Use Changes:**

- 4.8 Under the current agreement Community Use rooms are MC2.03, which is located upstairs, way from the Library and Community Centre operations.
- 4.9 Council staff propose a request to the university to swap the priority room of use from the existing upstairs room (room MC2.03) for a room directly opposite the existing community programs area (room MC1.01) in order to create a new presence from adjacent to the café through to the Library space. (Attachment 1).
- 4.10 Both rooms MC1.01 and MC2.03 are approximately the same size, have near identical furniture and technology access. Room MC2.03 is on the second level and practically requires users to use the stairs or wait for the lift.
- 4.11 Swapping the designated priority use rooms will create greater opportunities for the City of Salisbury to provide more integrated community use options and further profile the Council brand.
- 4.12 This proposed change would allow the potential of integrated social enterprise café with the library, learning and meeting spaces. It potentially provides a seamless customer transition between the JP space and service, the library, the Mawson Centre community information space and the priority use community meeting room.
- 4.13 The proposed change also opens up new ways for library and community centre staff to collaborate on staffing and supervision of programs and to improve service efficiency.
- 4.14 This change will allow much of the current room use (MC2.03 per Attachment 2) to be consolidated in MC1.01 to allow much stronger cross marketing and promotional opportunities between community centre programs and libraries consistent with the divisional structure. It also will ensure that high quality amenity is available to the local community as this room is fitted with a quality projection equipment.
- 4.15 Consolidating the community footprint at Mawson Centre will ensure that programs and offerings are managed and integrated to a seamless service offering between the Community Centre and Library. It also reduces the staff overheads in delivery as line of sight between the rooms is more obvious than having rooms located on the first level. Joint advertising and support for the rooms is more likely if all of the community assets are located adjacent each other on one floor.
- 4.16 It is recommended that the Manager of Community Capacity and Learning seek to negotiate a swap of the priority rooms of use from the existing upstairs room (room MC2.03) for a room directly opposite the existing community programs area (room MC1.01) within the budgeted contribution.

**5. CONCLUSION / PROPOSAL**

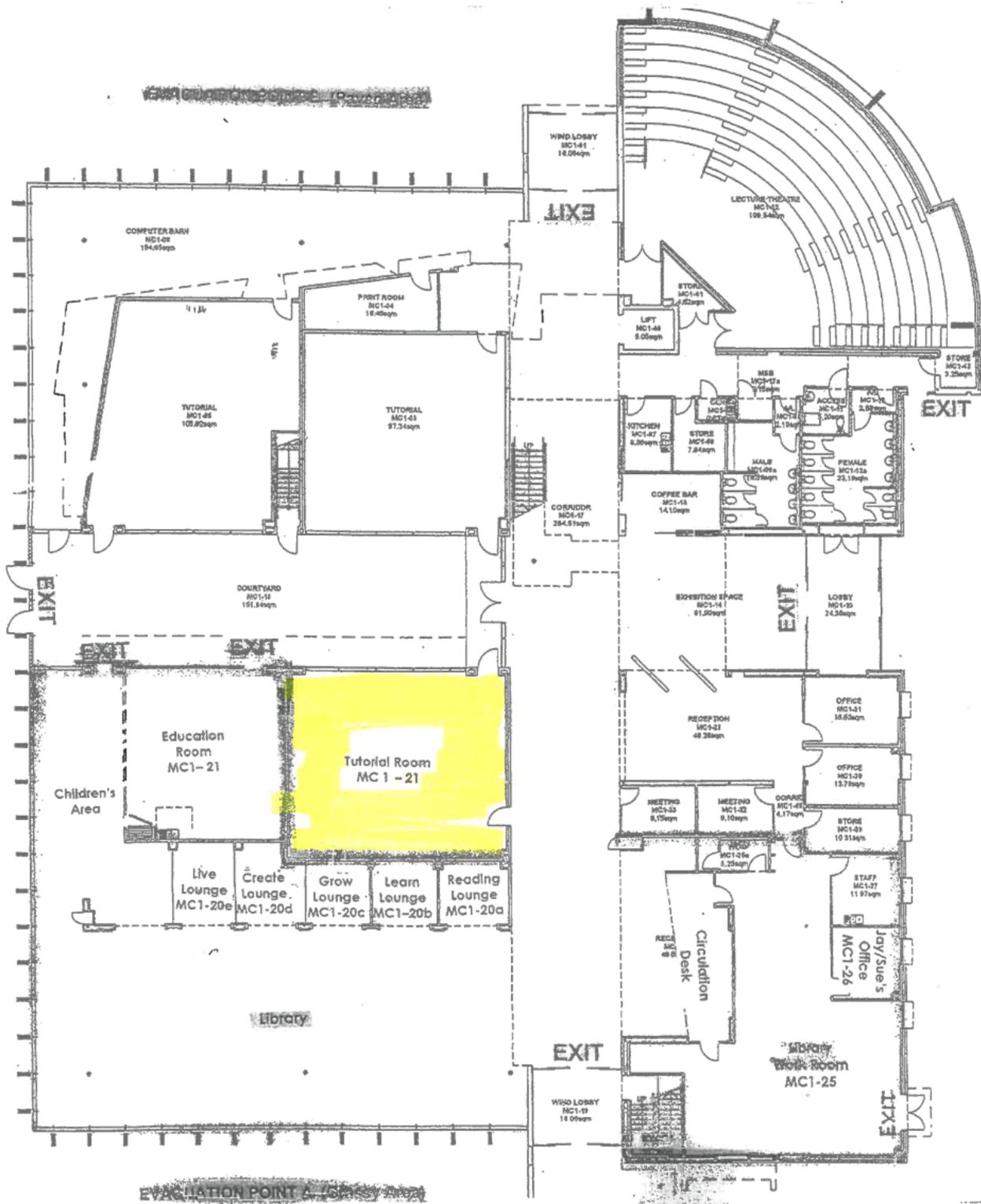
- 5.1 That information be received.
- 5.2 The commercial café operator within the Mawson Centre is unlikely to continue operations, as the enterprise is unviable. This is largely due to the lack of a customer base all year around and the commercial nature of the enterprise. It may be possible to run a social enterprise model with a different product and service offer mix that does generate community development benefits, however a thorough investigation and business case would be required.
- 5.3 The representation of Council at the Mawson Committee Centre would be best served if an Elected Member and the General Manager Community Development were Council's nominees. This will ensure a level of strategic alignment with Council goals for the Centre.
- 5.4 There is strategic advantage for council to swap priority access in the Mawson Centre from room MC2.03 through to room MC1.01 and as a result it is recommended that the Manager of Community Capacity and Learning seek to negotiate with the University of South Australia for the swap of priority access areas.

**CO-ORDINATION**

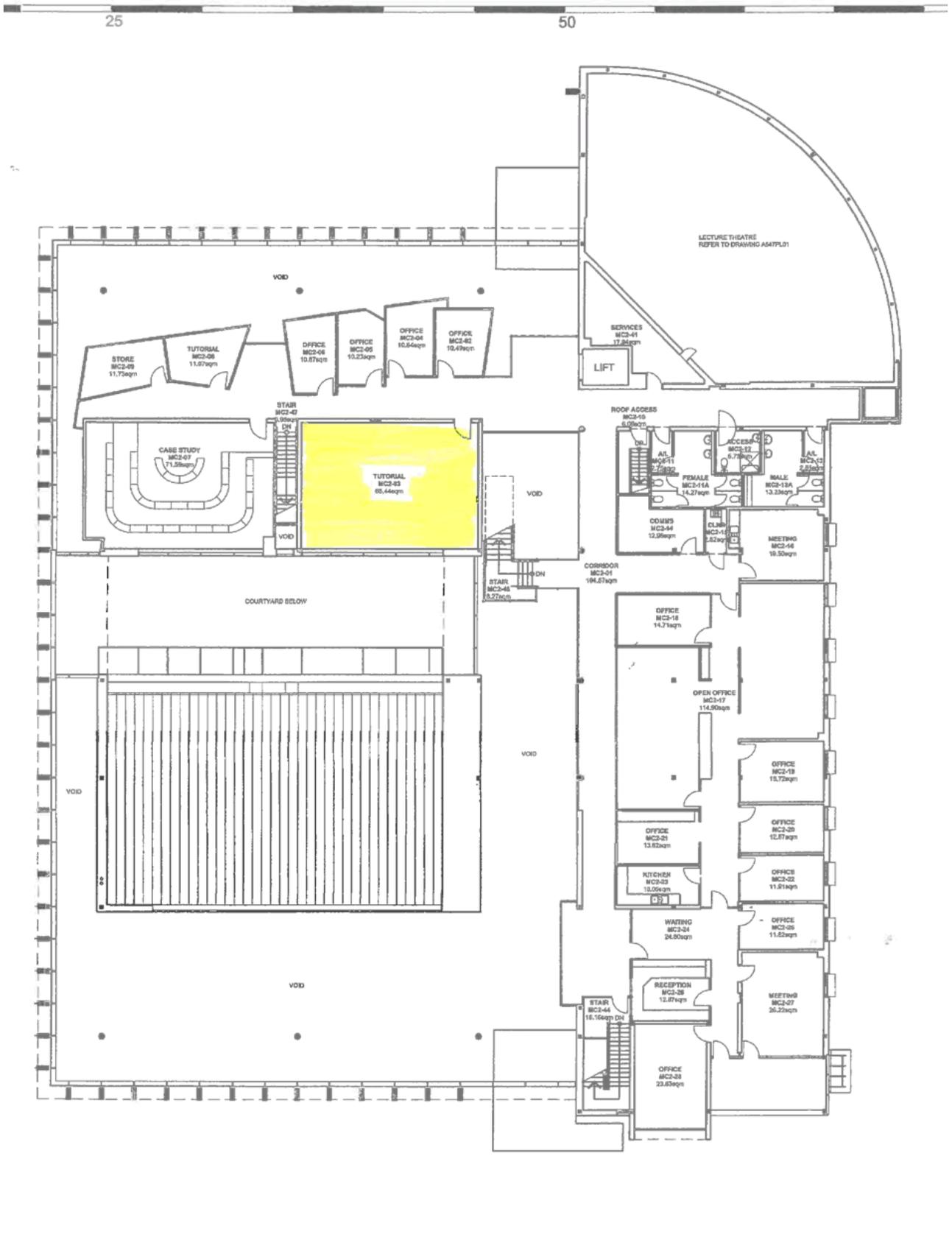
Officer:	GMCD	A/MG
Date:	15/02/2017	15/02/2017



# Mawson Lakes Library Evacuation Plan



Item 1.1.2 - Attachment 1 - Mawson Centre Floor Plan



**CURRENT USAGE OF MAWSON CENTRE SPACES : OCTOBER 2016**

	Used by Mawson Centre programs	Used by third party users affiliated / supported / promoted by Mawson Centre	City of Salisbury use – meetings etc	Total hours of use	Room MC 2.03 Hours	Room MC 1.03 Hours	Room MC 1.05 Hours	Room MC 1.21 Hours	Room MC 2.07 Hours	Room MC 2.16 Hours
Week 1 3 <sup>rd</sup> -9 <sup>th</sup>	9	52	0	61	21.5	6.5	15	6	6	6
Week 2 10 <sup>th</sup> -16 <sup>th</sup>	9	54	0	63	24	14	15.5	5.5	2	2
Week 3 17 <sup>th</sup> -23 <sup>rd</sup>	9	36	6	51	21.5	8	13.5	4	2	2
Week 4 24 <sup>th</sup> - 30 <sup>th</sup>	9	60	0	69	27	12	17	7	3	3
Total hours of use				244	94	40.5	61	22.5	13	13
<b>% of current total use</b>	<b>15%</b>	<b>82.5%</b>	<b>2.5%</b>	<b>100%</b>	<b>39%</b>	<b>17%</b>	<b>25%</b>	<b>9%</b>	<b>5%</b>	<b>5%</b>

**Room MC2.03 currently the priority use room (level 2)**  
**Desired priority room MC 1.03 (Level 1)**



## MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITY OF SOUTH AUSTRALIA  
("Uni SA")

AND

CITY OF SALISBURY  
("Council")

AND

MINISTER FOR EDUCATION AND CHILDREN'S SERVICES  
("DECS")



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**THIS MEMORANDUM OF UNDERSTANDING** is made on

2003

**BETWEEN** UNIVERSITY OF SOUTH AUSTRALIA of North Terrace, Adelaide SA 5000 ("Uni SA")

**AND** CITY OF SALISBURY of 12 James Street, Salisbury SA 5108 ("**Council**")

**AND** MINISTER FOR EDUCATION AND CHILDREN'S SERVICES, a body corporate pursuant to the *Administrative Arrangements Act 1994 (SA)* of 31 Flinders Street, Adelaide, SA 5000 ("**DECS**")

#### RECITALS

- A. The "Mawson Lakes Joint Venture" (which is an unincorporated joint venture between Land Management Corporation ("**LMC**") as successor to MFP Development Corporation and Delfin Mawson Lakes Pty Ltd ACN 077 345 245, Lend Lease Development Pty Ltd ACN 000 311 277(collectively called "**DLL Mawson Lakes Joint Venturers**")), is developing certain land known as "Mawson Lakes", in the State of South Australia.
- B. The Project Commitment Deed ("**Project Commitment Deed**") made between the DLL Mawson Lakes Joint Venturers, the State of South Australia and MFP Development Corporation (as the predecessor of LMC in respect of the "Mawson Lakes Joint Venture"), and others, stipulates as an obligation of the State of South Australia to the Mawson Lakes Joint Venturers, the development of a multi-purpose community centre that will assist in meeting the cultural, entertainment and recreation needs of the Mawson Lakes residents, employees and adjacent community.
- C. The vision for the community centre identified in Recital B of this Memorandum of Understanding (which is intended to be known as "The Mawson Centre"), is an innovative twenty first century Cultural Community Learning and Information Centre that is an integral part of the proposed Mawson Lakes Town Centre, Uni SA Mawson Lakes Campus, Mawson Lakes School and the Mawson Lakes community as a whole.
- D. As at the date of this Memorandum of Understanding the parties, LMC and the DLL Mawson Lakes Joint Venturers intend:
- (i) The Mawson Centre to be constructed on portion of the land currently comprised in Certificate of Title Volume 5819 Folio 313 ("**LMC's Land**"), the freehold interest of which is owned by LMC, being that portion of LMC's Land identified as "Lot 21" in the plan annexed in Appendix 1 of this Memorandum of Understanding ("**Relevant Land**");
  - (ii) that LMC will transfer to the Owners (in their Ownership Interest), for no monetary consideration, a fee simple interest in the Relevant Land for the purposes of the Owners (in their Ownership Interest) undertaking the development of The Mawson Centre.
- E. As at the date of this Memorandum of Understanding the parties LMC and the DLL Mawson Lakes Joint Venturers intend The Mawson Centre (once developed) to achieve various purposes including (without limitation):
- (i) increasing tertiary participation in the northern Adelaide suburbs (particularly in the Council's area), by:
    - offering a broad cross section of educational, cultural and information services to students and residents of all ages;

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- connecting the Uni SA Mawson Lakes Campus and Mawson Lakes School to enable the delivery of programs not possible in current learning environments;
  - forging stronger working relationships between Uni SA, DECS, the Council and others;
  - offering new opportunities for residents, workforce and students to share facilities with Uni SA and develop new connections to higher education;
- (ii) promoting education, learning and community development within the local and regional community;
- (iii) utilisation by educators (including Mawson Lakes School and Uni SA), government (including DECS) and the wider community to provide a variety of collaborative education and learning services;
- (iv) utilisation as a community focal point and meeting place (providing for the social, cultural, recreational and education needs of residents, students and workforce).
- F. The parties have entered into this Memorandum of Understanding for the purpose of recording the fundamental matters which have been agreed between the parties, in respect of:
- (i) the proposed ownership and development of The Mawson Centre predominantly on the Relevant Land;
- (ii) the subsequent management of the operation and use of The Mawson Centre by the parties (in their capacity as the Owners of The Mawson Centre); and
- (iii) the occupancy rights of the parties to The Mawson Centre.

#### **OPERATIVE PROVISIONS:**

##### **1. PURPOSE**

###### **1.1 General Intent**

Without limiting the generality of Recital F, this Memorandum of Understanding is intended to:

- 1.1.1 set out the understanding, as at the date of this Memorandum of Understanding, of the parties in respect of the division and transfer arrangements to be effected by LMC in favour of the Owners over LMC's Land, for the purposes of the Owners procuring the development of The Mawson Centre predominantly on the Relevant Land;
- 1.1.2 set out the agreement of the parties in respect of the fundamental components of:
- (a) the development (predominantly on the Relevant Land), by Uni SA (as project manager) of improvements and infrastructure to comprise The Mawson Centre;
  - (b) the basis upon which the parties (and LMC) will provide funding for the development of The Mawson Centre;
  - (c) the framework for the undertaking of the development of The Mawson Centre by Uni SA (as project manager);

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- (d) the nature and extent of the occupation rights over portions of The Mawson Centre which are to be granted to the parties, upon completion of development of The Mawson Centre;
- (e) the framework for the ongoing management and day-to-day operations of The Mawson Centre.

## 1.2 Legal Status

Notwithstanding anything expressed or implied to the contrary in this Memorandum of Understanding the parties acknowledge that:

- 1.2.1 the intent of this Memorandum of Understanding is to set out the fundamental matters which have been agreed by the parties relating to the ownership, development management and occupancy of The Mawson Centre, which fundamental matters the parties are legally obliged to perform effective from the time of signing of this Memorandum of Understanding by the parties;
- 1.2.2 further negotiations may possibly be required on various aspects of the matters dealt with in this Memorandum of Understanding;
- 1.2.3 this Memorandum of Understanding:
  - (a) may possibly not evidence the final agreement of the parties concerning the ownership, development, management and occupancy arrangements for The Mawson Centre;
  - (b) is intended to create legally binding and enforceable rights and obligations on the parties in respect of the fundamental matters which are set out in this Memorandum of Understanding relating to the ownership, development, management and occupancy of The Mawson Centre, notwithstanding that further negotiations may possibly take place between the parties concerning various aspects of the matters specified in this Memorandum of Understanding, which may possibly lead to the preparation of further documentation relating to the ownership, development, management and occupancy of The Mawson Centre.

## 1.3 Good Faith Obligation

Without limiting the generality of clause 1.2 of this Memorandum of Understanding, the parties, by virtue of this Memorandum of Understanding, assume a legal obligation to each other, to conduct further negotiations which the parties subsequently consider may be required on the terms and conditions of the ownership, development, management and occupancy rights for The Mawson Centre:

- 1.3.1 expeditiously and in good faith; and
- 1.3.2 within the framework of the legally binding matters agreed by the parties and set out in this Memorandum of Understanding.

## 2. DEFINITIONS AND INTERPRETATION

### 2.1 Definitions

In this Memorandum of Understanding, unless the contrary intention appears:

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- 2.1.1 **"Actual Project Cost"** means the actual and substantiated total cost of the development and construction of The Mawson Centre, excluding any costs payable by the Owners in respect of the transfer of the Relevant Land to the Owners (in their respective Ownership Interest);
- 2.1.2 **"Board of Management"** means a certain Board of Management to be established pursuant to clause 6 of this Memorandum of Understanding;
- 2.1.3 **"Booking System"** means the system under which the use of certain of the Shared Use areas of The Mawson Centre (including those Shared Use areas designated as Uni SA Priority Use areas) will be allocated for use (by the parties and others) pursuant to the Facilities Use Agreement (to the intent that, as at the date of this Memorandum of Understanding, the Booking System is intended to be modelled on the "Syllabus Plus" booking system used by Uni SA);
- 2.1.4 **"Budgeted Project Cost"** means the budgeted total cost of the development and construction of The Mawson Centre, as at the date of this Memorandum of Understanding (being the amount set out in Appendix 2 of this Memorandum of Understanding);
- 2.1.5 **"Common Area"** means those portions of The Mawson Centre designated by the Owners (from time to time) for common use by the Owners and their respective invitees;
- 2.1.6 **"Concept Plans"** means the concept plans for the design of The Mawson Centre which have been prepared (by architects engaged by Uni SA as project manager) as at the date of this Memorandum of Understanding, setting out the design concept for the development of The Mawson Centre as approved by the Owners, LMC and the DLL Mawson Lakes Joint Venturers as at the date of this Memorandum of Understanding (a copy of which have been marked for identification and have been initialled by the parties);
- 2.1.7 **"Construction Dispute"** means a dispute for the purposes of clause 13.7 of this Memorandum of Understanding;
- 2.1.8 **"Dedicated Use"** means the occupation of a specific area(s) of The Mawson Centre on an exclusive basis by a party to this Memorandum of Understanding pursuant to this Memorandum of Understanding and/or the Facilities Use Agreement;
- 2.1.9 **"Defaulting Owner"** means any Owner(s) who is in default of its obligations to pay its proportion of:
- (a) any Actual Project Cost which exceed the Budgeted Project Cost;
  - (b) the cost of any variation(s),
- pursuant to clause 5.10.3 of this Memorandum of Understanding;
- 2.1.10 **"Design Development Report"** means the documentation setting out the design of the improvements and infrastructure works to comprise The Mawson Centre (based upon and having regard to the Concept Plans), to be prepared under the control of the Project Control Group;

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- 2.1.11 "**DLL Mawson Lakes Joint Venturers**" means collectively Delfin Mawson Lakes Pty Ltd ACN 077 345 245 and Lend Lease Development Pty Ltd ACN 000 311 277;
- 2.1.12 "**Facilities Use Agreement**" means the agreement which the parties intend to be subsequently entered into by the parties to this Memorandum of Understanding in respect of the use of the various areas of The Mawson Centre (once developed), incorporating the legally binding agreements of the parties as set out in clause 8 of this Memorandum of Understanding;
- 2.1.13 "**Land Plan**" means the plan of LMC's Land annexed in Appendix 1 of this Memorandum of Understanding, which delineates:
- (a) as "Lot 21", the Relevant Land (the freehold interest of which is intended to be transferred by LMC, for no monetary consideration, to the Owners);
  - (b) as "Lot 22", the Uni SA Land (which is intended to become Crown Land under the care, control and management of Uni SA, pursuant to the *Crown Lands Act 1929 (SA)*);
- 2.1.14 "**LMC**" means Land Management Corporation, a body corporate pursuant to the *Public Corporations Act 1993 (SA)*;
- 2.1.15 "**LMC's Land**" means, as at the date of this Memorandum of Understanding, Lot 2 in DP 55699 being the whole of the land comprised in Certificate of Title Volume 5819 Folio 313;
- 2.1.16 "**Mawson Lakes Community Trust Fund**" means a trust fund established pursuant to the Mawson Lakes Joint Venture, for use for community purposes;
- 2.1.17 "**Mawson Lakes Joint Venturers**" means individually and collectively the parties described in Recital A of this Memorandum of Understanding being the parties undertaking an unincorporated joint venture known as the "Mawson Lakes Joint Venture";
- 2.1.18 "**Non Defaulting Owner**" means individually and collectively any Owner who is not in default of its obligations to pay its proportion of:
- (a) any Actual Project Cost which exceed the Budgeted Project Cost;
  - (b) the cost of any variation(s),
- pursuant to clause 5.10.3 of this Memorandum of Understanding;
- 2.1.19 "**Operational Dispute**" means a dispute for the purposes of clause 13.1 of this Memorandum of Understanding;
- 2.1.20 "**Owners**" means collectively Uni SA, the Council and DECS as tenants in common (in their respective Ownership Interests), who:
- (a) are intended to become the owners of the freehold interest in the Relevant Land after the freehold interest in the Relevant Land is transferred from LMC (on behalf of the Mawson Lakes Joint Venturers) to the Owners, for no monetary consideration; and

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(b) will fund (together with LMC) the development by Uni SA (as project manager) of improvements and infrastructure to comprise The Mawson Centre;

2.1.21 **"Operating Fund"** means the fund:

(a) to be established and administered by the Board of Management pursuant to clause 9 of this Memorandum of Understanding, in which payments are to be made by the Owners (in their respective Ownership Interest), on account of operating expenses and outgoings relating to The Mawson Centre;

(b) which is intended to be used to pay all outgoings for The Mawson Centre;

2.1.22 **"Ownership Interest"** means in respect of each Owner, its interest (expressed as a percentage) from time to time in the ownership of the freehold interest in the Relevant Land and the improvements to be developed predominantly on the Relevant Land (to be known as The Mawson Centre), with the initial Ownership Interest of the Owners contemplated as at the date of this Memorandum of Understanding set out in Appendix 2 of this Memorandum of Understanding;

2.1.23 **"Party"** means individually any of the parties to this Memorandum of Understanding;

2.1.24 **"Project Commitment Deed"** means the document entitled "*Project Commitment Deed Mawson Lakes Economic Development Project*", described in Recital B of this Memorandum of Understanding;

2.1.25 **"Project Control Group"** means an executive forum comprising representatives of each of the Owners and LMC to be established for the purpose of managing the strategic direction, progress and risks of the development and construction of The Mawson Centre predominantly on the Relevant Land;

2.1.26 **"Relevant Land"** means the land identified as "Lot 21" in the Land Plan, being the land which is intended to be transferred by LMC, for no monetary consideration, to the Owners (in their Ownership Interest), for the purposes of the Owners procuring the development of The Mawson Centre predominantly on the Relevant Land;

2.1.27 **"Shared Use"** means those areas of The Mawson Centre which:

(a) are intended to be used by various of the parties to this Memorandum of Understanding on various occasions (either exclusively, or in conjunction with other parties to this Memorandum of Understanding and/or with members of the local and/or regional community), pursuant to clause 8 of this Memorandum of Understanding and/or the Facilities Use Agreement; and

(b) the Owners currently intend to comprise all areas of The Mawson Centre other than the Dedicated Use areas;

2.1.28 **"Sinking Fund"** means the fund:

- (a) to be established and administered by the Board of Management pursuant to clause 9 of this Memorandum of Understanding, in which payments are to be made by the Owners (in their respective Ownership Interest), on account of future repairs, replacements and refurbishment of The Mawson Centre;
  - (b) which is intended to be used to pay all future repairs, replacements and refurbishments to The Mawson Centre;
- 2.1.29 **"Stakeholders"** means collectively the parties to this Memorandum of Understanding, LMC and the DLL Mawson Lakes Joint Venturers;
- 2.1.30 **"The Mawson Centre"** means the multipurpose community centre intended to be constructed predominantly on the Relevant Land (once the Relevant Land has been transferred to the Owners, for no monetary consideration, by LMC):
- (a) in accordance with plans and specifications to be developed by the parties, LMC and the DLL Mawson Lakes Joint Venturers (and which are intended, as at the date of this Memorandum of Understanding to substantially reflect the layout and design elements contained on the Concept Plans and the Design Development Report); and
  - (b) for the purposes set out in this Memorandum of Understanding including (without limitation) the purposes set out in Recitals C and E of this Memorandum of Understanding;
- 2.1.31 **"Terms of Reference"** means the rules regulating the operation of the Board of Management to be established by the parties to this Memorandum of Understanding (and updated by the parties to this Memorandum of Understanding from time to time);
- 2.1.32 **"Uni SA Land"** means the land identified as "Lot 22" in the Land Plan, which, following the land swap arrangements between the Mawson Lakes Joint Venturers and Uni SA, is intended will become Crown Land under the care, control and management of Uni SA, pursuant to the *Crown Lands Act 1929 (SA)*;
- 2.1.33 **"Uni SA Priority Use"** means those Shared Use areas of The Mawson Centre identified in the Use Plan as areas which the parties contemplate will be areas where Uni SA is to have first priority in the use of those areas (for the time periods specified in Appendix 5 of this Memorandum of Understanding) pursuant to this Memorandum of Understanding and/or the Facilities Use Agreement;
- 2.1.34 **"Use Plan"** means the plan annexed in Appendix 7 of this Memorandum of Understanding, showing the current intention of the parties to this Memorandum of Understanding as to the areas of The Mawson Centre which are to comprise:
- (a) Common Area(s);
  - (b) Dedicated Use areas;
  - (c) Shared Use areas; and
  - (d) Uni SA Priority Use areas (being a category of Shared Use area),

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once The Mawson Centre is developed.

## 2.2 Interpretation

Unless the contrary intention appears:

- 2.2.1 the appendices to this Memorandum of Understanding form part of and are incorporated in this Memorandum of Understanding;
- 2.2.2 headings are for convenience of reference only and do not affect the construction or interpretation of the provisions of this Memorandum of Understanding;
- 2.2.3 reference to legislation includes its regulations and other instruments enacted under it and any amendment consolidation re-enactment or replacement of such legislation;
- 2.2.4 words importing the singular include the plural and vice versa and words importing one gender include the other genders;
- 2.2.5 each and every provision or part of a provision of this Memorandum of Understanding, unless the context requires, will be read and construed as a separate and severable provision to the intent that if any provision or part is void or unenforceable for any reason then such provision or part will be severed and the remainder read and construed as if the severed provision of part is omitted;
- 2.2.6 a provision of this Memorandum or Understanding must not be construed to the disadvantage of a party because that party (or its advisers) was responsible for the preparation of this Memorandum of Understanding.

## 3. LAND ISSUES

### 3.1 Relevant Land Arrangements

The Relevant Land:

- 3.1.1 is located at the south eastern corner of Mawson Lakes Boulevard and Main Street at Mawson Lakes (adjacent to the south western corner of the Mawson Lakes Campus operated by Uni SA);
- 3.1.2 as at the date of this Memorandum of Understanding:
  - (a) is owned by LMC on a fee simple basis (on behalf of the Mawson Lakes Joint Venture) for the purposes of development by the Mawson Lakes Joint Venturers;
  - (b) forms part of LMC's Land and will need to be subdivided into the whole of an allotment (for the purposes of the *Real Property Act 1886 (SA)*), in order for the freehold interest in the Relevant Land to then be able to be transferred to the Owners in accordance with the arrangements set out in this Memorandum of Understanding; and
- 3.1.3 is under the care, control and management of the Mawson Lakes Joint Venture.

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### 3.2 Arrangements for LMC's Land

Subject to the fulfilment (or waiver) of the conditions precedent to performance set out in clauses 4.1.2 – 4.1.4 (inclusive) of this Memorandum of Understanding and all necessary statutory consents and approvals being obtained, the parties acknowledge that the following arrangements are intended to be implemented in respect of LMC's Land:

- 3.2.1 LMC will procure the subdivision of LMC's Land into the Relevant Land and the Uni SA Land;
- 3.2.2 once the subdivision of LMC's Land into the Relevant Land and the Uni SA Land has occurred:
- (a) LMC, for no monetary consideration, is to transfer its freehold interest in the Relevant Land to the Owners (in their Ownership Interest);
  - (b) LMC will relinquish its freehold interest in the Uni SA Land, to the intent that the Uni SA Land will become Crown Land under the care, control and management of Uni SA (pursuant to the *Crown Lands Act 1929 (SA)*) and in part performance of the land swap arrangements agreed between LMC and the DLL Mawson Lakes Joint Venturers and Uni SA (and set out in paragraph 3 of Schedule 3 of the Project Commitment Deed).

### 3.3 Stamp Duty and LTO Fees for Transfer of Relevant Land

- 3.3.1 If any stamp duty and Lands Titles Registration Office registration fees are payable on the transfer of the Relevant Land to the Owners (in their Ownership Interest), such costs:
- (a) will be paid by the Owners (in their respective Ownership Interest);
  - (b) will not be deemed to be incorporated as components of the Actual Project Cost;
- 3.3.2 Despite anything expressed or implied to the contrary in clause 3.3.1 of this Memorandum of Understanding, it is the understanding of the parties that, by virtue of the status of DECS;
- (a) stamp duty is unlikely to be assessed on the Ownership Interest of DECS in the Relevant Land being transferred to DECS; and
  - (b) in that event, DECS will have no obligation or liability to pay any part of the stamp duty and Lands Titles Office registration fees relating to the Ownership Interest of Uni SA and the Council in the Relevant Land being transferred to Uni SA and the Council.

### 3.4 Development of The Mawson Centre on Relevant Land

If the land arrangements contemplated by clause 3.2 of this Memorandum of Understanding occur and the conditions precedent to performance stipulated in clause 4.1 of this Memorandum of Understanding are fulfilled (or waived), the Owners will procure the development of The Mawson Centre predominantly on the Relevant Land in accordance with the provisions of:

- 3.4.1 this Memorandum of Understanding;

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- 3.4.2 any subsequent formal legal documentation entered into between the parties to this Memorandum of Understanding relating to the development of The Mawson Centre; and
- 3.4.3 any Memorandum of Encumbrance registered on the Certificate of Title to the Relevant Land dealing with the development of The Mawson Centre on the Relevant Land.

### 3.5 Potential Encroachment onto Uni SA Land and other Land

Whilst the parties intend the improvements to comprise The Mawson Centre to be constructed on the Relevant Land, the parties acknowledge that it is possible that a component of the improvements comprising The Mawson Centre may also be located on the Uni SA Land and certain other land and the parties have agreed that, in this event:

- 3.5.1 all project costs of the improvements comprising The Mawson Centre located on the Uni SA Land and on certain other land:
  - (a) form part of the Actual Project Cost; and
  - (b) are properly payable by the Owners (in their respective Ownership Interest) and LMC,

as if that portion of the improvements comprising The Mawson Centre located on the Uni SA Land and certain other land had been located on the Relevant Land;
- 3.5.2 Uni SA will ensure that the categories of use allocated by the Owners to that part of the improvements comprising The Mawson Centre located on the Uni SA Land and certain other land (in accordance with the use arrangements set out in this Memorandum of Understanding and the Facilities Use Agreement), are implemented, in accordance with those arrangements.

## 4. CONDITIONS PRECEDENT TO PERFORMANCE

### 4.1 Identification

The obligation of the parties to proceed with the ownership, development and operational arrangements for The Mawson Centre (as contemplated by this Memorandum of Understanding) is subject in all respects to:

- 4.1.1 the transfer (for no monetary consideration) by LMC to the Owners (in their Ownership Interest) of a fee simple interest in the Relevant Land and Uni SA assuming the care, control and management of the Uni SA Land pursuant to the *Crown Lands Act 1929 (SA)*;
- 4.1.2 LMC agreeing (in writing) to contribute (by way of a grant) to the Owners, not less than One Million Seven Hundred Thousand Dollars (\$1,700,000.00), on account of the development of The Mawson Centre;
- 4.1.3 the financial contribution of the Council (in the amount set out in Appendix 2), being funded in whole or in part from the Mawson Lakes Community Trust Fund;
- 4.1.4 the formal legal documentation setting out the terms and conditions for the ownership, development, management and occupancy rights for The

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Mawson Centre (if required by the parties), being signed by the parties by 31 December 2003 or such other date as mutually agreed in writing by the parties to this Memorandum of Understanding ("**Termination Date**");

- 4.1.5 LMC and the DLL Mawson Lakes Joint Venturers approving, in writing, the terms of this Memorandum of Understanding including that LMC and the DLL Mawson Lakes Joint Venturers are satisfied that the arrangements contemplated by the Memorandum of Understanding satisfy the criteria set out in Appendix 8 of this Memorandum of Understanding.

#### 4.2 Council Right to Waive Clause 4.1.3

As the benefit of the condition precedent to performance stipulated in clause 4.1.3 of this Memorandum of Understanding is entirely for the Council:

- 4.2.1 the Council may at any time prior to the Termination Date, by written notice to the other parties to this Memorandum of Understanding, waive the benefit of that condition precedent to performance;
- 4.2.2 if the Council waives the benefit of that condition precedent to performance (by service of a written notice on the other parties to this Memorandum of Understanding prior to the Termination Date), then as and from the date of service of the Council's waiver notice, this Memorandum of Understanding will no longer be conditional upon the condition precedent to performance set out in clause 4.1.3 of this Memorandum of Understanding.

#### 4.3 Non Fulfilment of Conditions Precedent by Termination Date

If all of the conditions precedent to performance set out in clause 4.1 of this Memorandum of Understanding are not fulfilled (or waived) by the Termination Date then:

- 4.3.1 any of the parties to this Memorandum of Understanding may rescind this Memorandum of Understanding by giving not less than fourteen (14) days prior written notice of such intention to rescind to each of the other parties to this Memorandum of Understanding;
- 4.3.2 this Memorandum of Understanding will be deemed to be rescinded at the expiry of the fourteen (14) day notice period and upon such rescission:
- (a) the parties continue to remain liable (in their Ownership Interest) for the payment of all costs incurred in relation to the matters contemplated by this Memorandum of Understanding prior to the rescission of this Memorandum of Understanding (including (without limitation) all legal costs incurred by Uni SA in the negotiation and preparation of this Memorandum of Understanding and all costs directly incurred by Uni SA (as project manager) relating to the design of The Mawson Centre);
  - (b) subject to clause 4.3.2(a) of this Memorandum of Understanding and any other clause of this Memorandum of Understanding which specifically provides that it survives such rescission no party will have any claim or recourse against any other party as a result of

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such rescission (other than in respect of any prior breach or default by a party under this Memorandum of Understanding).

## 5. THE MAWSON CENTRE DEVELOPMENT FRAMEWORK

### 5.1 Project Control Group

The parties intend the initial construction of the improvements and infrastructure works which are to comprise The Mawson Centre (including (without limitation) the project management of the construction of The Mawson Centre by Uni SA on behalf of the Owners), to be overseen by the Project Control Group.

### 5.2 Uni SA to Project Manage

Uni SA (as project manager), will procure the development of The Mawson Centre predominantly on the Relevant Land (subject to clause 3.5 of this Memorandum of Understanding), including (without limitation) project managing the construction of all improvements and infrastructure comprising The Mawson Centre once:

- 5.2.1 the transfer arrangements of LMC's Land contemplated by clause 3 of this Memorandum of Understanding have been implemented;
- 5.2.2 the conditions precedent to performance set out in clause 4.1 of this Memorandum of Understanding have been fulfilled or waived; and
- 5.2.3 all necessary statutory consents and approvals which are required to construct The Mawson Centre have been obtained.

### 5.3 The Mawson Centre Design Components

For the avoidance of any doubt, the development of The Mawson Centre which is to be procured by Uni SA (as project manager):

5.3.1 comprises a two level building within which is to be located the following:

- (a) display/exhibition foyer;
- (b) community library/resource centre;
- (c) community library administration area;
- (d) administrative centre for Mawson Lakes School;
- (e) computer barn/IT training room;
- (f) lecture theatre;
- (g) breakout rooms;
- (h) tutorial rooms;
- (i) administration enclave for Uni SA academic division; and
- (j) Common Areas;

5.3.2 comprises the site works which are external to the building envelope identified in the Concept Plans (in particular the proposed southern "civic plaza forecourt" and the northern forecourt and carparking) and to be constructed on the Relevant Land, Uni SA Land and certain other land;

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5.3.3 is to be constructed substantially in accordance with the layout and design elements set out in the Concept Plans and the Design Development Report and the plans and specifications to be prepared as a result of the Design Development Report.

#### 5.4 Ownership of The Mawson Centre Improvements

The improvements and infrastructure works to comprise The Mawson Centre will be owned by the Owners (in their respective Ownership Interest).

#### 5.5 Development Design and Construction Design and Approval Process

The Parties acknowledge that The Mawson Centre (once developed), is intended to meet the diverse objectives of the Owners, LMC and DLL Mawson Lakes Joint Venturers. Therefore as part of the development (and project management of the construction) of The Mawson Centre:

5.5.1 the Owners, LMC and DLL Mawson Lakes Joint Venturers will consult with each other (either directly or through the Project Control Group), in order to agree the nature and extent of the improvements and infrastructure works which are to comprise The Mawson Centre;

5.5.2 Uni SA (as project manager) can only commence the construction of The Mawson Centre once Uni SA has obtained:

- (a) the prior written approval of each of the Owners (either directly or through the Project Control Group) to the Design Development Report for the improvements and infrastructure works to comprise The Mawson Centre (which approval from the other Owners must not be unreasonably withheld or delayed);
- (b) written approval from LMC and the DLL Mawson Lakes Joint Venturers (either directly or through the Project Control Group) to the Design Development Report for the improvements and infrastructure works to comprise The Mawson Centre;
- (c) approval from all regulatory authorities having jurisdiction over the undertaking of the construction works to comprise The Mawson Centre, necessary to enable those construction works to be commenced; and
- (d) approval from the Project Control Group authorising Uni SA (as project manager) to seek tenders for the undertaking of the construction works for The Mawson Centre on the basis that:
  - (i) the contractual documentation for the letting of the tender(s) for the construction works to comprise The Mawson Centre reflect the intent of the Design Development Report and such other matters as have been agreed between the Stakeholders concerning the design and/or construction of the improvements and infrastructure works to comprise The Mawson Centre;
  - (ii) the contractual documentation relating to the letting of the tender(s) are fully complete and in a form capable of execution by both Uni SA (as project manager) and the successful tenderer.

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## 5.6 Design and Construction Variation Process

Once the Design Development Report for the improvements and infrastructure works to comprise The Mawson Centre has been approved in accordance with clause 5.5.2 of this Memorandum of Understanding:

5.6.1 any variations to the Design Development Report and/or any plans and specifications prepared as a result of the Design Development Report which may be required by regulatory authorities having jurisdiction over the construction works to comprise The Mawson Centre and/or proposed by any of the Owners and/or required by LMC and the DLL Mawson Lakes Joint Venturers:

(a) can be authorised by the representatives of the Uni SA Property Unit where:

- (i) the cost of such variation(s), when aggregated with the other costs of construction of The Mawson Centre is within the Budgeted Project Cost; and
- (ii) the cost of such variation(s) is within the variation expenditure delegated authorities for those Uni SA Property Unit representatives as set out in clause 5.9.2 of this Memorandum of Understanding,

in order for Uni SA to implement such variation;

(b) must be approved by a majority decision of Uni SA, the Council DECS and LMC where:

- (i) the cost of such variation(s), when aggregated with the other costs of construction of The Mawson Centre exceeds the Budgeted Project Cost; and/or
- (ii) the cost of such variation(s) exceeds the variation expenditure delegated authorities for those Uni SA Property Unit representatives as set out in clause 5.9.2 of this Memorandum of Understanding;

before Uni SA is entitled to implement such variation;

5.6.2 all costs directly associated with:

(a) any variation to the Design Development Report and/or any plans and specifications prepared as a result of the Design Development Report required by regulatory authorities, or the Owners or LMC or the DLL Mawson Lakes Joint Venturers in relation to the Common Areas and/or in relation to the Shared Use Areas, where such variation cost (when aggregated with all other costs of construction of The Mawson Centre) causes the Actual Project Cost to exceed the Budgeted Project Cost, will be deemed to form part of the Actual Project Cost and will be payable by:

- (i) LMC (to the extent of the amount that LMC agrees to pay on account of such excess costs);
- (ii) the Owners (in their respective Ownership Interest), in respect of the remaining balance of such excess costs after taking into

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account any payment made by LMC on account of such excess costs;

- (b) a variation required by an Owner over an area(s) which that Owner has the Dedicated Use, will be solely payable by that Owner.

#### 5.7 Intended Construction Completion Date

The parties acknowledge that it is their intention that construction of The Mawson Centre is completed (to the stage that The Mawson Centre is able to be lawfully used for the purposes contemplated by this Memorandum of Understanding) on or before 7 January 2005.

#### 5.8 Owners Contributions to the Budgeted Project Cost

The:

- 5.8.1 parties will contribute to the Budgeted Project Cost the amount stipulated as the financial contribution in Appendix 2 of this Memorandum of Understanding for that party;
- 5.8.2 financial contribution to the Budgeted Project Cost made by each Owner (representing the percentage figure set out in Appendix 2 of this Memorandum of Understanding), will represent the initial Ownership Interest of each of the Owners in The Mawson Centre;
- 5.8.3 financial contribution to the Budgeted Project Cost required to be made by the Council will be paid by the Council to Uni SA (in its capacity as project manager of the construction of The Mawson Centre) in the following manner:
- (a) the amount of \$149,693.00 prior to the signing of this Memorandum of Understanding, which Uni SA acknowledges has been paid by Council to Uni SA;
  - (b) the amount of \$650,000.00, to be paid by Council to Uni SA within thirty (30) days of Uni SA signing a legally binding contract for the construction of The Mawson Centre; and
  - (c) the amount of \$500,307.00, to be paid by Council to Uni SA on or before 31 July 2004;
- 5.8.4 financial contribution to the Budgeted Project Cost required to be made by DECS will be paid by DECS to Uni SA (as project manager of the construction of The Mawson Centre) in the following manner:
- (a) the total amount of \$141,814.00 prior to the signing of this Memorandum of Understanding, which Uni SA acknowledges has been paid by DECS and LMC (on behalf of DECS) to Uni SA;
  - (b) the amount of \$612,500.00, to be paid by LMC (on behalf of DECS) to Uni SA within thirty (30) days of Uni SA signing a legally binding contract for the construction of The Mawson Centre; and
  - (c) the amount of \$495,686.00, to be paid by LMC (on behalf of DECS) to Uni SA on or before 30 June 2004;

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- 5.8.5 financial contribution to the Budgeted Project Cost required to be made by Uni SA will be made in the amounts and at the times determined by Uni SA in order to ensure that the Owners and Uni SA (as project manager) are not in breach of any of the contractual arrangements for the design and construction of The Mawson Centre;
- 5.8.6 financial contributions to the Budgeted Project Cost made by the Parties to Uni SA (as project manager of the construction of The Mawson Centre) will be:
- (a) held by Uni SA as stakeholder for the Owners and LMC in a Uni SA trust account (pending payment of the actual and substantiated costs of construction of The Mawson Centre); and
  - (b) applied by Uni SA in payment of actual and substantiated costs of construction of The Mawson Centre (including all design and consultancy costs included in the Budgeted Project Cost) in accordance with:
    - (i) the delegated expenditure authorities set out in clause 5.9 of this Memorandum of Understanding;
    - (ii) any payment process otherwise authorised by the Project Control Group (if the delegated expenditure authorities set out in clause 5.9 of this Memorandum of Understanding do not apply).

#### 5.9 Delegated Expenditure Levels

Where the actual and substantiated costs of construction of The Mawson Centre is within the Budgeted Project Cost (as at the time of Uni SA being required to make payments to third parties on account of such costs of construction of The Mawson Centre):

- 5.9.1 Subject to clause 5.9.2 of this Memorandum of Understanding, the following representatives of the Uni SA Property Unit are authorised to apply the financial contributions paid by the Owners pursuant to clause 5.8.2 of this Memorandum of Understanding, in payment of the actual and substantiated costs of construction of The Mawson Centre in accordance with the following expenditure delegated authorities:
- (a) the person holding the title of "Director Property" – an expenditure delegated authority of \$500,000.00 for any one invoice;
  - (b) the person holding the title of "Asset Manager" – an expenditure delegated authority of \$100,000.00 for any one invoice;
  - (c) the person holding the title of "Project Manager Mawson Lakes" – an expenditure delegated authority of \$50,000.00 for any one invoice;
- 5.9.2 in respect of variation(s) to the costs of construction of The Mawson Centre, the following representatives of the Uni SA Property Unit are authorised to apply the financial contributions paid by the Owners pursuant to clause 5.8.2 of this Memorandum of Understanding, in payment of the actual and substantiated costs of variations to the costs of construction of The Mawson Centre in accordance with the following variation expenditure delegated authorities:

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- (a) the person holding the title of "Director Property" – an expenditure delegated authority of \$100,000.00 for any one invoice;
  - (b) the person holding the title of "Asset Manager" – an expenditure delegated authority of \$50,000.00 for any one invoice;
  - (c) the person holding the title of "Project Manager Mawson Lakes" – an expenditure delegated authority of \$20,000.00 for any one invoice;
- 5.9.3 prior to Uni SA releasing any of the financial contributions held in the Uni SA trust account in respect of:
- (a) expenditure authorised pursuant to the expenditure delegated authorities under clause 5.9.1 of this Memorandum of Understanding; and/or
  - (b) the variation expenditure delegated authorities pursuant to clause 5.9.2 of this Memorandum of Understanding,
- the person holding the title of "Financial Controller: Property Unit" at Uni SA must countersign all invoices which have been authorised pursuant to either clauses 5.9.1 and/or 5.9.2 of this Memorandum of Understanding, for the purposes of verifying that sufficient financial contributions made by the Owners are held in the Uni SA trust account to pay the authorised invoice and the payment of that invoice is within the expenditure delegated authority pursuant to clause 5.9.1 of this Memorandum of Understanding and/or the variation expenditure delegated authority pursuant to clause 5.9.2 of this Memorandum of Understanding and within the Budgeted Project Cost;
- 5.9.4 for any invoice for an amount between \$500,000.00 and \$2,000,000.00, relating to the costs of construction of The Mawson Centre, in addition to the requirements set out in clauses 5.9.1 – 5.9.3 (inclusive) of this Memorandum of Understanding, the person holding the title of "Executive Director: Finance & Resources" at Uni SA must authorise the payment of that invoice, before Uni SA is entitled to apply the financial contributions paid by the Owners pursuant to clause 5.8.2 of this Memorandum of Understanding in payment of that invoice;
- 5.9.5 for any invoice for an amount between \$2,000,000.00 and \$5,000,000.00, relating to the costs of construction of The Mawson Centre, in addition to the requirements set out in clauses 5.9.1 – 5.9.4 (inclusive) of this Memorandum of Understanding, the person holding the title of "Vice Chancellor" at Uni SA must authorise the payment of that invoice, before Uni SA is entitled to apply the financial contributions paid by the Owners pursuant to clause 5.8.2 of this Memorandum of Understanding in payment of that invoice;
- 5.9.6 the parties acknowledge that the exercise of the expenditure delegated authorities set out in this clause 5.9 by the authorised representatives of Uni SA, is as representatives of the project manager of the construction of The Mawson Centre notwithstanding that those authorised representatives are employees or officers of Uni SA.

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### 5.10 Actual Project Cost exceed Budgeted Project Cost

If the Actual Project Cost exceeds the Budgeted Project Cost (including as a result of variations pursuant to clause 5.6 of this Memorandum of Understanding):

- 5.10.1 the Owners will contribute to that excess (after taking into account any contribution made by LMC to that excess), in proportion to their respective Ownership Interest, subject to clause 5.10.2 of this Memorandum of Understanding:
- (a) within the time period stipulated by Uni SA (as project manager) pursuant to clause 5.10.3 of this Memorandum of Understanding;
  - (b) by paying each Owner's proportionate share of such excess to Uni SA (as project manager of the construction of The Mawson Centre) and Uni SA will hold such additional payments as project manager (for the Owners and LMC) in a Uni SA trust account;
- 5.10.2 where the excess arises as a direct result of an Owner requesting work in respect of an area(s) over which the Owner has the Dedicated Use which is additional to the work for that particular Dedicated Use Area(s) as identified in the Design Development Report approved pursuant to clause 5.5.2 of this Memorandum of Understanding, that Owner requesting the additional work:
- (a) must pay the whole of the additional direct costs relating to that additional work;
  - (b) is not entitled to require any of the other Owners or LMC to contribute to those additional costs;
- 5.10.3 if any Owner fails to pay its proportion of such excess costs within the time period stipulated by Uni SA (with that Owner defined as the **"Defaulting Owner"**):
- (a) Uni SA (as agent for the Non Defaulting Owner(s)) is entitled to serve written notice on the Defaulting Owner giving the Defaulting Owner not less than seven (7) days within which to pay the Defaulting Owner's proportion of such excess costs (as specified in the written notice of demand);
  - (b) if the Defaulting Owner fails to comply with the written notice of demand served by Uni SA pursuant to clause 5.10.3(a) of this Memorandum of Understanding, any of the Non Defaulting Owners can elect to pay the proportion of the excess costs payable by the Defaulting Owner and if any one or more of the Non Defaulting Owner(s) elects to pay such excess costs then:
    - (i) the Defaulting Owner will be obliged to repay to that Non Defaulting Owner(s) that portion of such excess costs payable by the Defaulting Owner and paid by the Non Defaulting Owner(s); and
    - (ii) the Non Defaulting Owner(s) is entitled (by serving written notice on the Defaulting Owner) to require the Defaulting Owner to pay default interest to the Non Defaulting Owner on the amount owing by the Defaulting Owner to the Non Defaulting

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Owner(s) pursuant to clause 5.10.3(b)(i) of this Memorandum of Understanding;

- 5.10.4 for the purposes of clause 5.10.3 of this Memorandum of Understanding:
- (a) the time period which Uni SA stipulates for the Owners to contribute to such excess (in proportion to their respective Ownership Interest) will reflect the time period in which payment of such excess amount must be made by Uni SA (as the contracting party) to the relevant contractor(s), in order to ensure that the Owners and/or Uni SA (as the direct contracting party) are not in breach of the contractual arrangements with the particular contractor(s), relating to the payment of such excess amount;
  - (b) the default rate of interest which the Non Defaulting Owner(s) is entitled to charge the Defaulting Owner pursuant to clause 5.10.3(b)(ii) of this Memorandum of Understanding is the rate of interest which is two (2) percentage points above the loan index rate for commercial loans charged by the Commonwealth Bank of Australia Limited ABN 48 123 123 124 on the date that the Non Defaulting Owner(s) pays an amount on account of the proportion of such excess costs properly payable by the Defaulting Owner.

#### 5.11 Actual Project Cost Less than Budgeted Project Cost

If the Actual Project Cost is less than the Budgeted Project Cost, that differential amount will:

- 5.11.1 be transferred to the Sinking Fund; and
- 5.11.2 credited (in the respective Ownership Interest of the Owners) against the equivalent payments which the Owners would have otherwise been required to have paid into the Sinking Fund.

#### 5.12 Open Book Policy

- 5.12.1 In relation to the costs of development of The Mawson Centre, Uni SA will maintain a transparent and "open book" policy.
- 5.12.2 For the purposes of this clause "open book policy" means:
  - (a) Uni SA will keep and maintain full and complete records in relation to all aspects of the costs of development of The Mawson Centre appropriately filed and indexed for convenient access and review by the other parties to this Memorandum of Understanding and LMC (on its own account and on behalf of the DLL Mawson Lakes Joint Venturers), which records must accurately substantiate the actual costs incurred by Uni SA (as project manager) in relation to the development of the Mawson Centre;
  - (b) Uni SA will make all of its respective files and records relating to the costs incurred by it (as project manager) for the development of The Mawson Centre freely open and available to each of the other parties to this Memorandum of Understanding and LMC (on its own account and on behalf of the DLL Mawson Lakes Joint Venturers), for inspection at all reasonable times and the other parties and LMC (on its own account and on behalf of the DLL Mawson Lakes Joint

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Venturers) shall be entitled to make copies of those files and records (at the cost of the other party making such copies).

#### 5.13 Library Stocking Costs

All costs directly associated with stocking the library (including such fixtures and fittings required for the library which are not specifically incorporated in the Budgeted Project Cost):

5.13.1 will not be deemed to form part of the Budgeted Project Cost or the Actual Project Cost;

5.13.2 is the responsibility of the Council and DECS to:

(a) fund (in addition to the financial contributions which the Council and DECS are required to make on account of the Budgeted Project Cost as set out in Appendix 2 of this Memorandum of Understanding and on account of the Actual Project Cost); and

(b) procure and implement.

### 6. BOARD OF MANAGEMENT

#### 6.1 Establishment

For the purposes of ensuring that an appropriate governance structure is established, which is to oversee the ownership, management and operation of The Mawson Centre (once constructed), the parties will establish a body to be called "Board of Management" ("**Board of Management**").

#### 6.2 Proposed Board of Management Functions and Powers

The parties intend the Board of Management to:

6.2.1 oversee the administration of the ownership of The Mawson Centre (once constructed), on behalf of the Owners (in the Owner's respective Ownership Interests);

6.2.2 oversee various aspects of the day to day operational management of The Mawson Centre (once constructed), including:

(a) approval of expenditure from the Operating Fund and/or the Sinking Fund;

(b) changes proposed by any of the parties to the use of various area(s) of The Mawson Centre (as authorised by the Facilities Use Agreement);

(c) being the forum which considers (and if appropriate approves) proposals from any of the parties to enter into contractual arrangements with others in respect of the use by others of various area(s) of The Mawson Centre which a party has the contractual right to use pursuant to this Memorandum of Understanding and/or the Facilities Use Agreement (in a manner other than as contemplated by this Memorandum of Understanding and/or the Facilities Use Agreement);

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- 6.2.3 act as the initial forum for the resolution of disputes between the parties, in respect of the ownership, management and operation of The Mawson Centre.

### 6.3 Composition

The parties intend the Board of Management to comprise the following representatives:

- 6.3.1 up to three (3) Uni SA nominees;
- 6.3.2 up to two (2) Council nominees; and
- 6.3.3 up to two (2) DECS nominees.

### 6.4 Board of Management Operating Principles

The Board of Management will:

- 6.4.1 be chaired by a person being one of the nominees set out in clause 6.3 of this Memorandum of Understanding, as appointed by the Board of Management;
- 6.4.2 operate in accordance with the Terms of Reference;
- 6.4.3 meet regularly (at the discretion of the Board of Management):
  - (a) but no less than annually; and
  - (b) as necessary from time to time in order to fulfil the functions of the Board of Management (as contemplated by this Memorandum of Understanding and the Terms of Reference);
- 6.4.4 be entitled to invite non voting representatives to join the Board of Management; and
- 6.4.5 be entitled to have any number of observers present at any Board of Management meeting.

### 6.5 Voting Rights

- 6.5.1 The voting rights of the representatives appointed to the Board of Management are as follows:
  - (a) Uni SA – three (3) votes;
  - (b) Council – two (2) votes; and
  - (c) DECS – two (2) votes.
- 6.5.2 The appointed representative(s) of each of the Owners present at each Board of Management meeting will be entitled to exercise the specific number of votes nominated in clause 6.5.1 of this Memorandum of Understanding allocated to those appointed representatives, notwithstanding that, at that Board of Management meeting, there are present less than the number of appointed representatives allowed pursuant to clause 6.3 of this Memorandum of Understanding for that Owner, to the intent (and for the avoidance of any doubt):

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- (a) the representative(s) appointed by Uni SA present at a Board of Management meeting, will be entitled to exercise a total of three (3) votes;
- (b) the representative(s) appointed by Council present at a Board of Management meeting, will be entitled to exercise a total of two (2) votes;
- (c) the representative(s) appointed by DECS present at a Board of Management meeting, will be entitled to exercise a total of two (2) votes;

#### 6.6 Quorum and Binding Nature of Board of Management Decision

As part of the Terms of Reference:

- 6.6.1 a quorum for meetings of the Board of Management will be four (4) representatives, comprising at least one (1) representative from each Owner;
- 6.6.2 if a quorum does not exist within thirty (30) minutes of the appointed meeting time, that meeting will stand adjourned until a quorum is established; and
- 6.6.3 every decision of the Board of Management upon any matter within its power will be binding upon the Owners.

#### 6.7 Decision Making Powers

In respect of matters relating to the ownership, management and operation of The Mawson Centre by the Owners, the parties have agreed that:

- 6.7.1 the following decisions of the Board of Management must be agreed by a vote equal to 100% of the votes of the Owners appointed representatives:
  - (a) the mortgaging by any Owner of its Ownership Interest;
  - (b) approval of any plans and specifications for the future development of (and/or alterations to) The Mawson Centre (once the initial construction of The Mawson Centre has been completed under the direction of the Project Control Group);
  - (c) any change in use of any of the area(s) of The Mawson Centre from the use as contemplated in this Memorandum of Understanding and/or in the Facilities Use Agreement;
  - (d) any proposal by a party to this Memorandum of Understanding to enter into contractual arrangements with others concerning the occupation by others of any area(s) of The Mawson Centre in a manner other than as contemplated by the Facilities Use Agreement;
  - (e) issues directly associated with the presentation of The Mawson Centre including (without limitation) signage (both external and internal);
  - (f) naming rights for any area(s) within The Mawson Centre;
  - (g) expenditure from the Sinking Fund;

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- (h) proposals to change the overall hours of operation of The Mawson Centre (where that proposal adversely impacts upon community access to The Mawson Centre);
- (i) invitations to appoint non voting representatives to the Board of Management; and
- (j) anything else that the Terms of Reference requires the resolution of 100% of the votes the Owners' representatives on the Board of Management,

6.7.2 all other decisions of the Board of Management must be carried by not less than 50% of the votes of the Owners' appointed representatives on the Board of Management in order to be a resolution of the Board of Management which binds the Owners.

## 7. DAY TO DAY OPERATIONAL MANAGEMENT FRAMEWORK

### 7.1 Uni SA to Undertake

- 7.1.1 The majority of operational and day-to-day management of The Mawson Centre will be undertaken by Uni SA (on behalf of the Owners) pursuant to this Memorandum of Understanding and/or the Facilities Use Agreement.
- 7.1.2 Uni SA's proposed operational and day to day management is subject to clause 8.7.3 of this Memorandum of Understanding, which is to apply in respect of the operation and day to day management of the Community Library Resource Centre.

### 7.2 Uni SA Liaison Obligation

Uni SA will liaise with:

- 7.2.1 the Board of Management in respect of those components which the Board of Management has responsibility to manage and exercise powers (pursuant to clause 6.2.2 of this Memorandum of Understanding); and
- 7.2.2 those parties having exclusive management of their Dedicated Use areas of The Mawson Centre (as listed in clause 8.4 of this Memorandum of Understanding),

in order to ensure that all of the operational and day to day management activities of The Mawson Centre are appropriately coordinated (to the mutual satisfaction of the Owners).

### 7.3 Open Book Management

In undertaking the operational and day to day management of The Mawson Centre Uni SA will use an "open book policy" (in the manner contemplated by clause 5.12 of this Memorandum of Understanding).

### 7.4 Uni SA Compliance Obligation

In respect of those operational and day to day management activities which are the responsibility of:

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- 7.4.1 the Board of Management to oversee (pursuant to clause 6.2.2 of this Memorandum of Understanding), Uni SA will comply with all decisions made by the Board of Management;
- 7.4.2 the parties which have exclusive use of the Dedicated Use areas (pursuant to clauses 8.3 and 8.4 of this Memorandum of Understanding), Uni SA will comply with the management decisions made by those parties in respect of the areas for which those parties have exclusive use of the Dedicated Use areas.

## 8. PROPOSED USES OF THE MAWSON CENTRE

### 8.1 Proposed Use Arrangements

The parties acknowledge that The Mawson Centre is intended to have various different uses and Appendix 4 identifies the nature of the use of the various areas of The Mawson Centre contemplated by the parties as at the date of this Memorandum of Understanding.

### 8.2 Majority Shared Use

The majority of the areas of The Mawson Centre are intended to be used by the parties to this Memorandum of Understanding on a Shared Use basis to the intent that approximately 80% of The Mawson Centre is to be available for Shared Use at various times substantially in respect of the areas identified as "Shared Use" in the plan annexed in Appendix 7 of this Memorandum of Understanding (defined as the "Use Plan").

### 8.3 Dedicated Use Areas

Notwithstanding anything expressed or implied to the contrary in clause 8.2 of this Memorandum of Understanding:

- 8.3.1 the administrative centre for the Mawson Lakes School on Level 1 (as identified in the Use Plan) is intended to be used by DECS on a Dedicated Use basis;
- 8.3.2 the administration enclave for the Uni SA academic division on Level 2 (as identified in the Use Plan) is intended to be used by Uni SA on a Dedicated Use basis;
- 8.3.3 the administration area for the Community Library Resource Centre on Level 1 (as identified in the Use Plan) is intended to be used by the Council and DECS on a Dedicated Use basis.

### 8.4 Management

Despite anything expressed or implied to the contrary in clause 7 of this Memorandum of Understanding, the:

- 8.4.1 areas of The Mawson Centre which are intended to be used by parties to this Memorandum of Understanding on a Dedicated Use basis (as set out in clause 8.3 of this Memorandum of Understanding) will be exclusively managed by the parties having Dedicated Use of those respective Dedicated Use Areas (subject to the rights of the Board of Management as set out in clause 6.7.1 of this Memorandum of Understanding which continue to apply to the Dedicated Use Areas);

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- 8.4.2 Shared Use areas and the Common Areas are intended to be managed by Uni SA on behalf of the Owners (through the Booking System to be administered by Uni SA pursuant to the Facilities Use Agreement in respect of the Shared Use Areas) but subject to the provisions of clause 8.7.3 of this Memorandum of Understanding.

#### 8.5 Priority Use Areas

In respect of the Uni SA Priority Use areas (which, as at the date of this Memorandum of Understanding are intended to be those Shared Use areas hatched in purple in the Use Plan):

- 8.5.1 Uni SA is to have the right to the first use of those areas at such times as Uni SA requires (which times are to be identified by way of the Booking System);
- 8.5.2 Uni SA intends that the Uni SA Priority Use areas are to be available for Shared Use by the other parties and/or public use for approximately 50% of the time that the Uni SA Priority Use areas are available for use (in the manner contemplated by the tables set out in Appendix 5 of this Memorandum of Understanding);
- 8.5.3 the use of the Uni SA Priority Use areas by any party to this Memorandum of Understanding (other than Uni SA) or by members of the community will be governed through the Booking System administered by Uni SA pursuant to the Facilities Use Agreement;
- 8.5.4 the Booking System which is intended to govern the use of the Uni SA Priority Use facilities, together with all other aspects of the proposed use of the Uni SA Priority Use facilities by any of the parties to this Memorandum of Understanding is intended to be dealt with by the Facilities Use Agreement.

#### 8.6 User Payment of Uni SA Priority Use Areas

Each user of any of the Uni SA Priority Use areas of The Mawson Centre (including Council and DECS but not Uni SA) will be required to pay to Uni SA an amount set by Uni SA for each hour of use of any of the Uni SA Priority Use areas (as allocated through the Booking System), to the intent that:

- 8.6.1 the Council and DECS will be required to pay an hourly rate based on all of the actual costs relating to the operation and running of the Uni SA Priority Use areas of The Mawson Centre during the time that Council and/or DECS use the Uni SA Priority Use areas;
- 8.6.2 Uni SA is to charge members of the community who use the Uni SA Priority Use areas for such use to the intent that such public use costs charged by Uni SA will be less than the costs charged by Uni SA to the Council and DECS in respect of their use of the Uni SA Priority Use areas;
- 8.6.3 all payments made to Uni SA, in respect the use of any of the Uni SA Priority Use areas, belong solely to Uni SA.

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## 8.7 Facilities Use Agreement

- 8.7.1 In respect of the areas of The Mawson Centre which are intended to be Shared Use areas (being the areas identified as Shared Use in the Use Plan), those Shared Use occupancy arrangements, as between the parties to this Memorandum of Understanding, are intended by the parties to be documented by way of the Facilities Use Agreement.
- 8.7.2 As at the date of this Memorandum of Understanding it is intended that the Facilities Use Agreement will incorporate the following fundamental terms and conditions governing the use of Shared Use areas:
- (a) the use of the Shared Use areas (other than the Community Library Resource Centre where the Council will control its use pursuant to clause 8.7.3 of this Memorandum of Understanding) by any particular party will be governed through the Booking System, administered by Uni SA;
  - (b) any proposed change of use of a Shared Use area, or any proposed contractual arrangements with others in respect of the use of the whole or portion of a Shared Use area by an authorised Shared Use area user (in a manner other than contemplated by this Memorandum of Understanding and/or the Facilities Use Agreement), must have the prior approval of 100% of the votes of the Owners' appointed representatives on the Board of Management;
  - (c) in respect of the Community Library Resource Centre (as identified in the Use Plan), the Council and/or DECS (and other parties) may enter into specific service agreements relating to various areas comprising the Community Library Resource Centre, without requiring the approval of the Board of Management where:
    - (i) all such specified service agreements are to be notified to the Board of Management; and
    - (ii) copies of such specific services agreements provided to the Board of Management, if so requested by the Board of Management;
- 8.7.3 despite anything expressed or implied to the contrary in clause 7.1 of this Memorandum of Understanding, the operation and day to day management of the Community Library Resource Centre will be undertaken solely by the Council in accordance with this Memorandum of Understanding and/or the Facilities Use Agreement (as if that area was a Dedicated Use Area), subject to the powers of the Board of Management in respect of the matters set out in clause 6.7.1 of this Memorandum of Understanding;
- 8.7.4 without limiting the generality of clause 8.7.1 of this Memorandum of Understanding, the parties to this Memorandum of Understanding also intend the Facilities Use Agreement to govern and regulate the use of all areas of The Mawson Centre (including the Dedicated Use Areas, the Shared Use Areas and the Uni SA Priority Use Areas), to the intent that the Facilities Use Agreement will:
- (a) set out the final terms and conditions relating to the subject matter contained in clauses 7 and 8 of this Memorandum of Understanding;

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- (b) identify the actual "as built" areas which will comprise Common Areas, Dedicated Use areas, Shared Use areas and the Uni SA Priority Use areas;
- (c) set out the guidelines which will need to be included in the Facilities Use Agreement, for the differentiation of management of the various Dedicated Use areas, the Common Areas, the Shared Use Areas and the Uni SA Priority Use Areas (incorporating the fundamental matters agreed by the Parties and set out in clauses 6, 7 and this clause 8 of this Memorandum of Understanding).

## 9. OPERATING FUND & SINKING FUND

### 9.1 Owners Payment Obligations

- 9.1.1 The Owners will be obliged to contribute (in their Ownership Interest) amounts on account of operating expenses and outgoings relating to The Mawson Centre, which contributions:
  - (a) are to be paid into the Operating Fund;
  - (b) will be calculated by reference to the actual operating expenses and outgoings relating to The Mawson Centre for a period nominated by the Board of Management;
  - (c) as at the date of this Memorandum of Understanding are budgeted to aggregate to the amounts set out in Appendix 6 of this Memorandum of Understanding, for the categories of operating expenses and outgoings identified in Appendix 6 of this Memorandum of Understanding, for the first twelve months of operation of The Mawson Centre.
- 9.1.2 The Owners will be obliged to contribute (in their Ownership Interest) amounts on account of repairs, replacement and refurbishment costs relating to The Mawson Centre (which are not part of operating expenses and outgoings), which contributions:
  - (a) are to be paid into the Sinking Fund;
  - (b) will be calculated by reference to:
    - (i) the actual repairs, replacement and refurbishment costs incurred in respect of a period nominated by the Board of Management; and
    - (ii) any budgeted repair, replacement and refurbishment costs relating to The Mawson Centre for a period nominated by the Board of Management;
  - (c) as at the date of this Memorandum of Understanding are budgeted to aggregate to the amounts set out in Appendix 6 of this Memorandum of Understanding, for the categories of repair, replacement and refurbishment costs, identified in Appendix 6 of this Memorandum of Understanding, for the first twelve months of operation of The Mawson Centre.

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**9.2 All Payments into Sinking Fund or Operating Fund**

All payments to be made by the parties to this Memorandum of Understanding, on account of:

- 9.2.1 sinking fund payments, will be paid by the Owners directly into the Sinking Fund;
- 9.2.2 operating and outgoings expenses, will be paid by the Owners directly into the Operating Fund.

**9.3 Establishment and Administration**

The Operating Fund and the Sinking Fund will be established and administered by the Board of Management, where:

- 9.3.1 the Board of Management will procure Uni SA to invoice each of the Owners (including Uni SA) for the payments required to be made by the Owners on account of the Sinking Fund and the Operating Fund, which invoicing will be undertaken quarterly in arrears or as otherwise nominated by the Board of Management;
- 9.3.2 the Owners must pay the payment which they are required to make on account of the Sinking Fund and the Operating Fund, in accordance with the invoices received from Uni SA, by the time period stipulated in those invoices;
- 9.3.3 the provisions of clause 5.10.3 of this Memorandum of Understanding will be deemed to apply mutatis mutandis to the failure by any Owner to pay its required payment on account of the Sinking Fund and the Operating Fund within the time period stipulated in the invoice issued by Uni SA pursuant to clause 9.3.1 of this Memorandum of Understanding.

**9.4 Sinking Fund Purpose**

The Sinking Fund is:

- 9.4.1 to be used to cover programmed and unforeseen repairs replacements and refurbishment costs relating to the whole of The Mawson Centre;
- 9.4.2 intended to ensure that The Mawson Centre remains a "showcase facility" for the community, throughout the whole of the existence of The Mawson Centre.

**9.5 Operating Fund Purpose**

The Operating Fund is to be used to pay all operating expenses and outgoings relating to the whole of The Mawson Centre.

**9.6 Open Book Policy**

In administering the Operating Fund and the Sinking Fund, the Board of Management will use an "open book policy" (in the manner contemplated by clause 5.12 of this Memorandum of Understanding).

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**10. INDEMNITY**

If any party fails to comply with its obligations to pay any moneys which this Memorandum of Understanding requires to be paid by that party, that defaulting party must indemnify and keep indemnified the non defaulting parties from and against any and all claims, demands, losses, expenses, costs and damages which may be made against the non defaulting party as a result of or arising from a breach or failure or default by the defaulting party in the performance of such obligations.

**11. RIGHT OF FIRST REFUSAL: TRANSFER OF OWNERSHIP INTEREST**

If any Owner wishes to dispose of the whole or any portion of its Ownership Interest in the Relevant Land by any means at any time after the transfer of the Relevant Land to the Owners then the other Owners have the right of first refusal to purchase the Ownership Interest which the selling Owner wishes to dispose of (for the purposes of this clause called "**Relevant Disposal Ownership Interest**") in accordance with the following procedure:

**11.1 Offer to Sell Relevant Disposal Ownership Interest**

11.1.1 The selling Owner must offer the Relevant Disposal Ownership Interest to both of the other Owners in the proportion calculated pursuant to clause 11.1.2 of this Memorandum of Understanding, which offer must be by way of a written notice to the other Owners setting out the terms upon which the selling Owner is prepared to sell the Relevant Disposal Ownership Interest to the other Owners (including purchase price, deposit, proposed settlement date and the proposed form of contract).

11.1.2 The proportion of the Relevant Disposal Ownership Interest which the selling Owner must offer to both of the other Owners is the proportion which, if both of the other Owners accept such offer, will maintain the percentage differential in the Ownership Interest of the other Owners, as at the date of this Memorandum of Understanding, to the intent (and for the avoidance of doubt):

- (a) if Uni SA wishes to dispose of the whole of its 63% Ownership Interest, Uni SA must offer 32.35% of its Ownership Interest (being 19 divided by 37) to the Council and 30.65% of the Ownership Interest (being 18 divided by 37) to DECS;
- (b) if Council wishes to dispose of the whole of its 19% Ownership Interest, Council must offer 14.78% of its Ownership Interest (being 63 divided by 81), to Uni SA and 4.22% of its Ownership Interest (being 18 divided by 81) to DECS;
- (c) if DECS wishes to dispose of the whole of its 18% Ownership Interest, DECS must offer 13.83% of its Ownership Interest (being 63 divided by 82) to Uni SA and 4.17% of its Ownership Interest (being 19 divided by 82), to Council.

**11.2 Response Period**

Within sixty (60) days of the other Owners receiving the written notice from the selling Owner, the other Owners must notify the selling Owner in writing, whether the other Owners wish to purchase the Relevant Disposal Ownership Interest.

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**11.3 Non Acceptance by One Non Selling Owner**

If one of the other Owners either rejects or fails to serve such written notice of acceptance on the selling Owner within the sixty (60) day notice period ("**Non Accepting Other Owner**"):

- 11.3.1 then the selling Owner must offer the Relevant Disposal Ownership Interest previously offered to the Non Accepting Other Owner, to the other Owner which has elected to purchase the Relevant Disposal Ownership Interest offered to that other Owner by the selling Owner;
- 11.3.2 the provisions of clauses 11.1 and 11.2 of this Memorandum of Understanding will apply to the further offer made under clause 11.3.1 of this Memorandum of Understanding.

**11.4 Acceptance**

If either or both of the other Owners elect to accept the selling Owner's offer to sell the Relevant Disposal Ownership Interest to them, as and from the date upon which the other Owner(s) gives such notification of acceptance there will be deemed to be a contract for the sale and purchase of the Relevant Disposal Ownership Interest offered to that accepting Owner, in accordance with the terms and conditions and form of contract contained in the notice issued by the selling Owner pursuant to clause 11.1 of this Memorandum of Understanding.

**11.5 Non Acceptance by Both Selling Owners**

If the other Owners both reject or fail to serve a notice of their acceptance of the selling Owner's offer to sell the Relevant Disposal Ownership Interest to the other Owners within the required time period, then the selling Owner may offer the Relevant Disposal Ownership Interest to any third party, provided that:

- 11.5.1 the terms offered to that third party are no more favourable than the terms offered to the other Owners; and
- 11.5.2 the other Owners have given their prior written consent to the selling Owner offering the Relevant Disposal Ownership Interest to third parties, which consent of the other Owners:
  - (a) must not be unreasonably withheld or delayed;
  - (b) may specify the matters that the selling Owner must incorporate as part of the selling Owner's offer to sell the Relevant Disposal Ownership Interest to a third party, including any contractual obligations and documentation any third party purchaser may be required to enter into with the other Owners regulating the ownership and use of The Mawson Centre (including ongoing contributions to the Operating Fund and the Sinking Fund) in accordance with this Memorandum of Understanding and the Facilities Use Agreement.

**11.6 Reimplementation of Right of First Refusal**

If the other Owners have consented in accordance with clause 11.5.2 of this Memorandum of Understanding but the terms for the sale of the Relevant Disposal Ownership Interest offered by the selling Owner to any third party are more favourable than the terms previously offered to the other Owners then the right of first refusal set out in this clause 11 shall be deemed to again apply.

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## 12. DISCLOSURE

### 12.1 Confidential

12.1.1 The contents of this Memorandum of Understanding (and any further legal documentation prepared in pursuance of this Memorandum of Understanding) are confidential to the Stakeholders.

12.1.2 The parties will not disclose the existence or content of this Memorandum of Understanding (or any further documentation entered into in pursuance of this Memorandum of Understanding) except:

- (a) to the extent necessary by law; or
- (b) with the prior written consent of the other parties (which consent will not be reasonably withheld or delayed).

### 12.2 Disclosure Obligations

The parties acknowledge that:

12.2.1 DECS may have a positive obligation, pursuant to South Australian Government policy, to publicly disclose the existence and contents of this Memorandum of Understanding (and any other documentation entered into in pursuance of this Memorandum of Understanding);

12.2.2 nothing contained in clause 12.1 of this Memorandum of Understanding in any way fetters the obligation of DECS to publicly disclose such documentation and if DECS is required to publicly disclose the existence or content of such documentation DECS, prior to such public disclosure, will notify the other parties to this Memorandum of Understanding.

## 13. DISPUTE RESOLUTION

### 13.1 Operational Dispute

If a dispute arises between the parties to this Memorandum of Understanding in respect of:

13.1.1 the interpretation of this Memorandum of Understanding (as it relates to the day to day management of the operations of The Mawson Centre once constructed); or

13.1.2 any aspect of the day to day management of the operations of The Mawson Centre (including a dispute in respect of the Facilities Use Agreement),

(defined as an "**Operational Dispute**"), then that Operational Dispute, in the first instance, will be referred to the Board of Management, for consideration.

### 13.2 Notification of Dispute

The party claiming that an Operational Dispute has arisen must notify the other party(s) and the Board of Management, and give details of the Operational Dispute.

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### 13.3 Board of Management Initial Consideration

The Board of Management must consider the Operational Dispute at its next meeting and if possible, provide a framework and recommendation for the resolution of the Operational Dispute.

### 13.4 CEO or Mediation Resolution Mechanism

If the recommendation of the Board of Management concerning the Operational Dispute is not accepted by each other party to the Operational Dispute, then the Board of Management may:

13.4.1 refer the Operational Dispute to the Chief Executive of each party for discussion; and/or

13.4.2 appoint a mediator to mediate the Operational Dispute.

### 13.5 Mediation Terms

The terms on which the mediation is conducted and the procedure for the mediation, unless otherwise agreed in writing between the parties to the Operational Dispute, will be those prescribed by the Rules and Practice Directions of the Supreme Court of South Australia from time to time.

### 13.6 Costs

13.6.1 Each party to the Operational Dispute is responsible for its own costs of resolving the Operational Dispute.

13.6.2 The parties must unless otherwise agreed in writing be equally responsible for the fees and proper out of pocket expenses of any mediator engaged for that purpose.

### 13.7 Construction Dispute

13.7.1 If a dispute arises between the parties to this Memorandum of Understanding in respect of:

(a) the interpretation of this Memorandum of Understanding (as it relates to the construction of the improvements and infrastructure comprising The Mawson Centre); or

(b) any aspect of the construction of the improvements and infrastructure comprising The Mawson Centre including (without limitation) the costs of construction of The Mawson Centre,

(defined as a "**Construction Dispute**"), then that Construction Dispute, in the first instance, will be referred to the Project Control Group, for consideration.

13.7.2 The provisions of clauses 13.2 – 13.6 (inclusive) of this Memorandum of Understanding will be deemed to apply mutatis mutandis to such a Construction Dispute, except that any reference to the "Board of Management" will be deemed to be a reference to the Project Control Group.

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**14. GST CLAUSE**

**14.1 Definitions**

In this clause:

14.1.1 Terms used in this clause have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999, unless the context requires otherwise.

14.1.2 "**supplier**" means the entity which makes a supply.

**14.2 Gross Up for GST**

14.2.1 Unless otherwise stated, the consideration payable by the recipient to the supplier for, or in connection with, any supply made by the supplier under this Memorandum of Understanding which is subject to GST, does not include any GST.

14.2.2 The recipient must pay to the supplier an additional amount on account of GST ("**the GST Amount**") equal to the consideration payable by the recipient to the supplier for the supply multiplied by the prevailing GST rate.

14.2.3 Without limiting the generality of clause 6.2.2 of this Memorandum of Understanding, if an amount on account of GST is payable in respect of a taxable supply which does not involve the payment of monetary consideration, the recipient must pay to the supplier an additional amount on account of GST properly payable or otherwise properly assessed in respect of that taxable supply.

**14.3 Time of GST Payment**

14.3.1 The GST Amount is payable no later than the time the consideration to which the GST Amount relates is payable by the recipient under this Memorandum of Understanding, provided the supplier has issued a tax invoice to the recipient.

14.3.2 The supplier is entitled to recover the GST Amount from the recipient notwithstanding settlement or completion of any transaction contemplated by this Memorandum of Understanding.

**14.4 Liabilities reduced by input tax credits**

To the extent that the consideration for a supply consists of the reimbursement or indemnity for any liability (including costs and expenses) incurred by the supplier, in this Memorandum of Understanding:

14.4.1 the amount of that liability shall be reduced by the amount of any input tax credit to which the supplier is entitled as a result of incurring the liability; and

14.4.2 the recipient must also pay the GST Amount relating to the reimbursement or indemnity for that liability.

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**15. COUNTERPARTS**

- 15.1 This Memorandum of Understanding may be executed in any number of counterparts which when executed shall constitute one document.
- 15.2 If counterparts are used, then this Memorandum of Understanding shall come into effect on the last exchange of either original or facsimile counterparts.
- 15.3 If facsimile counterparts are used then original counterparts will be exchanged as soon as possible thereafter but failure to exchange originals does not affect this Memorandum of Understanding.

**16. MISCELLANEOUS**

**16.1 Further Action**

Each party must do or cause to be done all acts and things necessary or desirable to give effect to this Memorandum of Understanding and refrain from doing all acts and things that could hinder performance by any party of this Memorandum of Understanding.

**16.2 Assignment**

No party may assign or otherwise deal with its rights or obligations under this Memorandum of Understanding without the prior written consent of the other parties to this Memorandum of Understanding.

**16.3 No Waiver**

A party's failure to insist another party perform any obligation under this Memorandum of Understanding is not a waiver of that party's right:

16.3.1 to insist the other party perform, or to claim damages for breach of, that obligation; or

16.3.2 to insist the other party perform any other obligation,

unless the waiving party acknowledges the waiver in writing.

**16.4 No Merger**

The rights and obligations of the parties:

16.4.1 will not merge on completion of any transaction under this Memorandum of Understanding;

16.4.2 will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any transaction unless this Memorandum of Understanding.

**16.5 Costs and Expenses**

Each of the parties must bear its own costs and expenses in respect of the negotiation, preparation and execution of this Memorandum of Understanding and any other document executed pursuant to this Memorandum of Understanding.

16.6 Entire Agreement

This Memorandum of Understanding (and a certain Commitment Deed entered into between the Parties and certain other entities simultaneously with this Memorandum of Understanding as at the date of this Memorandum of Understanding), is the entire agreement between the Parties about its subject matter.

16.7 Severance

Any clause (or any portion of a clause) of this Memorandum of Understanding that is unenforceable or illegal:

16.7.1 will be severed from this Memorandum of Understanding; and

16.7.2 will not affect the enforceability of the remaining provisions of this Memorandum of Understanding.

16.8 Governing Law and Jurisdiction

16.8.1 This Memorandum of Understanding is governed and construed in accordance with the laws applicable in South Australia.

16.8.2 The parties irrevocably submit to the exclusive jurisdiction of the courts of South Australia.

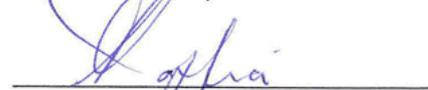
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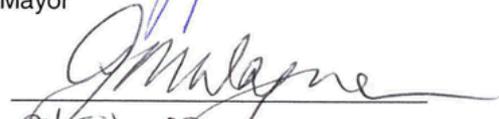
THE COMMON SEAL of UNIVERSITY OF SOUTH AUSTRALIA was affixed in the presence of:

  
Chancellor

  
Vice Chancellor

THE COMMON SEAL of CITY OF SALISBURY was affixed in the presence of:

  
Mayor

  
A/City Manager



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**THE COMMON SEAL** of  
**MINISTER FOR EDUCATION AND CHILDREN'S SERVICES**  
was affixed by authority of the Minister  
and in the presence of:

*E. Cucchiarelli*  
Signature of Witness

E CUCCHIARELLI  
Print Name of Witness



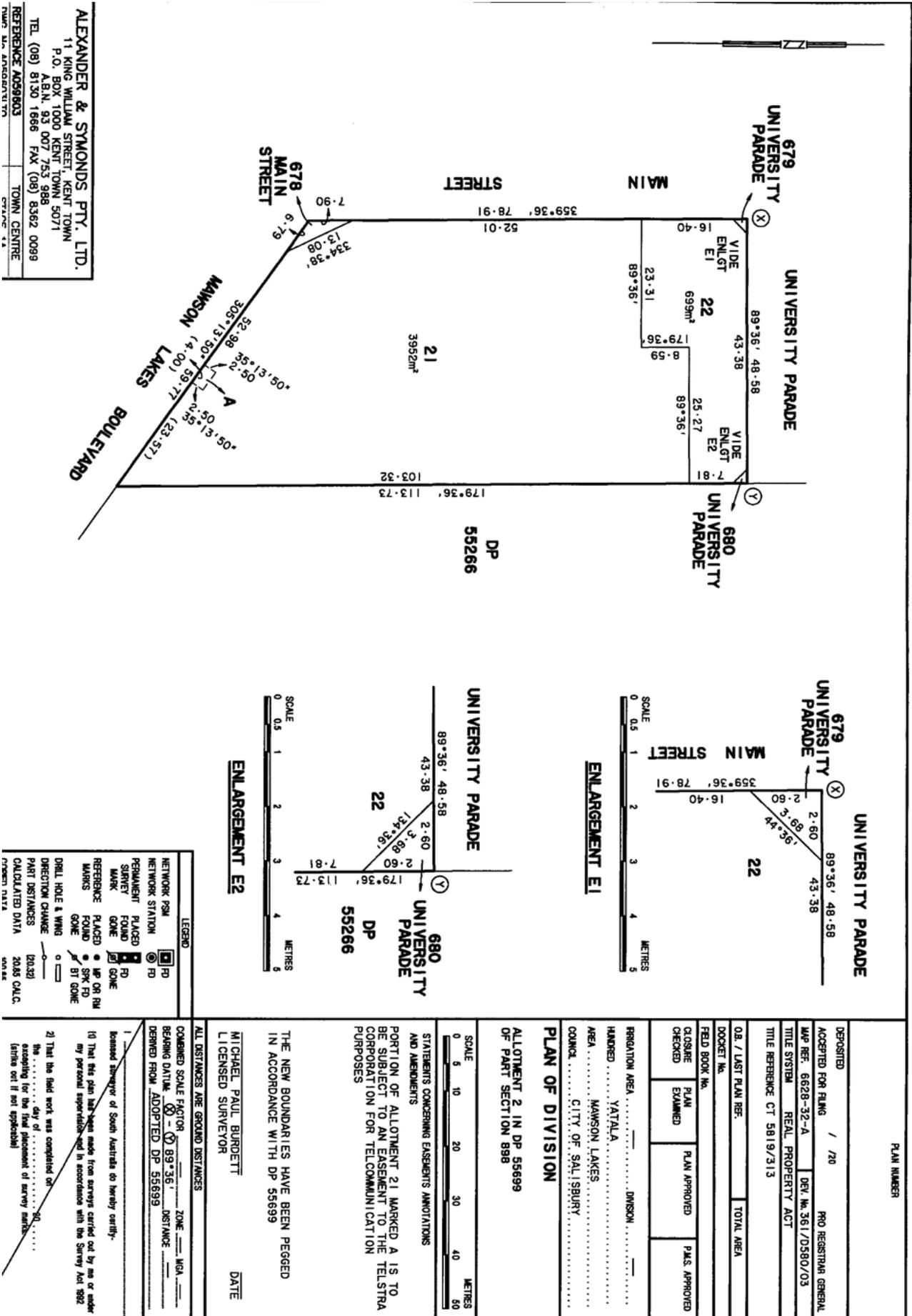
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**APPENDIX 1**

**LAND PLAN**

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## APPENDIX 2

**BUDGETED PROJECT COST (INCORPORATING INITIAL OWNERSHIP INTEREST (%) AND STAKEHOLDER CONTRIBUTIONS)****Budgeted Project Cost (in millions)**

Total Building Cost	8.65
---------------------	------

**Contribution by Stakeholders (in millions)**

Land Management Corporation	1.7
City of Salisbury	1.3
DECS	1.25
Uni SA	4.4
<b>Total</b>	<b>8.65</b>

**Ownership Interest (%)**

Uni SA	63%
City of Salisbury	19%
DECS	18%
	100%

**Approved Increase in Budgeted Project Cost and Contribution by Stakeholders**

The parties acknowledge and agree that, at the Project Control Group meeting held on 16 December 2003, the Project Control Group noted that, as a result of the price being offered by the tenderer which the Project Control Group has authorised Uni SA (as project manager) to award the contract for the construction of The Mawson Centre, the Project Control Group has authorised an increase in the aggregate Budgeted Project Cost by 8.99% (with the Budgeted Project Cost now being \$9,427,635.00, being an increase of \$777,635.00), which increased amount is to be contributed to by the Stakeholders in the following manner:

Land Management Corporation	\$152,830.00
City of Salisbury	\$116,870.00
DECS	\$112,375.00
Uni SA	\$395,560.00
<b>Total Increase</b>	<b>\$777,635.00</b>

The contributions payable by the Stakeholders to the increase in the Budgeted Project Cost (as set out in the above table), are to be paid at the times nominated by the Project Control Group and if no such times are nominated by the Project Control Group, to be paid in accordance with clause 5.10.1 of this Memorandum of Understanding.

This increase in the Budgeted Project Cost (in the amount of \$777,635.00), is not reflected in the Budgeted Project Cost Components set out in Appendix 3 (which is based on the initial Budgeted Project Cost of \$8,650,000.00).

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**APPENDIX 3**  
**BUDGETED PROJECT COST COMPONENTS**

<b>Building Works</b>	
Building Costs	3,784,798
Engineering Services	1,112,841
Site Development	350,566
Preliminaries	311,600
Design Contingency	213,200
Construction Contingency	213,200
	<b>5,986,205</b>
<b>Furniture, Fittings &amp; Equipment</b>	
Loose Furniture	598,500
Systems Furniture	
Special Equipment	72,900
FFE Contingency	33,300
	<b>704,700</b>
<b>Commissioning Costs</b>	
Relocation Costs	60,000
IT infrastructure Costs	60,000
Contingency	6,000
	<b>126,000</b>
<b>Corporate Costs</b>	
Corporate Signage	55,000
Miscellaneous Costs	55,000
Contingency	3,000
	<b>113,000</b>
<b>Escalation Allowance</b>	<b>185,000</b>
<b>Project Budget (Excluding Fees)</b>	<b>7,114,905</b>
<b>Fees</b>	<b>926,000</b>
<b>Project Budget (Excl Plazas)</b>	<b>8,040,905</b>
<b>Plazas</b>	<b>609,095</b>
<b>Project Budget (Incl Plaza)</b>	<b>\$8,650,000</b>

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## APPENDIX 4

## NATURE OF PROPOSED USE ARRANGEMENTS FOR VARIOUS AREAS

<b>Facility</b>	<b>Sharing Opportunity</b>
Display/ exhibition Foyer	Shared Use
Community Library/Resource Centre	Shared use
Community Library Admin Area	Dedicated Use
Administrative Centre for Mawson Lakes School	Dedicated Use
Administration enclave for Uni SA Academic Division	Dedicated Use
Computer Barn (24x7 use)/IT Training Room	Shared Use
Lecture Theatre	Shared Use (Uni SA Priority)
Breakout Rooms	Shared Use (Uni SA Priority)
Tutorial Rooms	Shared Use (Uni SA Priority)
Outside areas beyond building envelope	Shared Use

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**APPENDIX 5**

**INDICATIVE SHARED USE ARRANGEMENTS**

The Uni SA priority use facilities will be available for shared use for at least 50% of every year, as demonstrated below:

	Teaching time	Non-teaching time
Semester 1	13 weeks	2 weeks
Mid-year Break	-	6 weeks
Semester 2	13 weeks	2 weeks
End of year break		16 weeks
<b>Total</b>	<b>26 weeks</b>	<b>26 weeks</b>

*In addition, there is significant potential for shared use on weekends and evenings.*

The following table outlines in more detail the sharing potential of the Uni SA Priority Use areas:

	Yearly Uni SA Usage	Yearly Potential Community Usage	Weekly Uni SA Usage	Weekly Potential Community Usage	Per day Uni SA Usage	Per day Potential Community Usage
<b>Lecture Theatre</b>	26 weeks	26 weeks	Mon- Fri 9am-6pm	Mon- Fri after 6pm All day Saturday & Sunday	Mon-Fri: 60-80% usage from 9am-6pm; No weekend use	Mon –Fri: 40% usage prior to 6pm + any time from 6pm; All weekend hours
<b>Breakout Rooms</b>	26 weeks	26 weeks	Mon- Fri 9am-6pm	Mon- Fri after 6pm All day Sat & Sunday	Mon-Fri: 60-80% usage from 9am-6pm; No weekend use	Mon –Fri: 40% usage prior to 6pm + any time from 6pm; All weekend hours
<b>Tutorial Rooms</b>	26 weeks	26 weeks	Mon- Fri 9am-6pm	Mon- Fri after 6pm All day Sat & Sunday	Mon-Fri: 60-80% usage from 9am-6pm; No weekend use	Mon –Fri: 40% usage prior to 6pm + any time from 6pm; All weekend hours

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## APPENDIX 6

## INDICATIVE OUTGOING AND SINKING FUND CONTRIBUTIONS

NLA = 2012.7 m <sup>2</sup>		UniSA	DECS	Council	Total
<b>Outgoings Contributions</b>	\$/sqm of NLA	63%	18%	19%	100%
1. Rates and Taxes	\$ 1.00	\$ 1,268.00	\$ 362.29	\$ 382.41	\$ 2,012.70
2. Insurances	\$ 4.50	\$ 5,706.00	\$ 1,630.29	\$ 1,720.86	\$ 9,057.15
3. Air Conditioning	\$ 5.40	\$ 6,847.21	\$ 1,956.34	\$ 2,065.03	\$ 10,868.58
4. Lifts	\$ 4.50	\$ 5,706.00	\$ 1,630.29	\$ 1,720.86	\$ 9,057.15
5. Fire Protection	\$ 0.90	\$ 1,141.20	\$ 326.06	\$ 344.17	\$ 1,811.43
6. Energy	\$ 16.20	\$20,541.62	\$ 5,869.03	\$ 6,195.09	\$ 32,605.74
7. Cleaning	\$ 9.90	\$12,553.21	\$ 3,586.63	\$ 3,785.89	\$ 19,925.73
8. Building Staff	\$ 4.50	\$ 5,706.00	\$ 1,630.29	\$ 1,720.86	\$ 9,057.15
9. Security	\$ 1.80	\$ 2,282.40	\$ 652.11	\$ 688.34	\$ 3,622.86
10. Management	\$ 7.20	\$ 9,129.61	\$ 2,608.46	\$ 2,753.37	\$ 14,491.44
11. Sundries	\$ 2.70	\$ 3,423.60	\$ 978.17	\$ 1,032.52	\$ 5,434.29
<b>Sinking Fund</b>					
12. Repairs & Maint.	\$ 3.60	\$ 4,564.80	\$ 1,304.23	\$ 1,376.69	\$ 7,245.72
13. Refurbishment	\$ 6.40	\$ 8,115.21	\$ 2,318.63	\$ 2,447.44	\$ 12,881.28
<b>Other</b>					
14. IT Maint. & support	\$112,000 pa	\$ 70,560.00	\$ 20,160.00	\$21,280.00	\$112,000.00
<b>TOTAL</b>		<b>\$157,545</b>	<b>\$45,013</b>	<b>\$47,514</b>	<b>\$250,071</b>

**Explanation Of Terms**

1. Rates and Taxes	Water rates only
2. Insurances	Fire, workers comp, machinery breakdown, public liability, burglary, plate glass
3. Air Conditioning	Maintenance and running costs excluding energy costs
4. Lifts	Maintenance and running costs excluding energy costs
5. Fire Protection	Sundry fees, repair and maintenance
6. Energy	Replacement costs, energy costs
7. Cleaning	Contract cleaning, toilet consumables
8. Building Staff	Caretaker, engineer, commissionaire
9. Security	Patrol service, night watchman
10. Management	Rent collection, supervision
11. Sundries	Sundry minor costs
12. Repairs and Maintenance	Redecorating, carpet replacement
13. Refurbishment	Allowance to cover major refurbishments
14. IT Maintenance and support	IT support for Computer Barn, Management of document centre, PC lease costs.

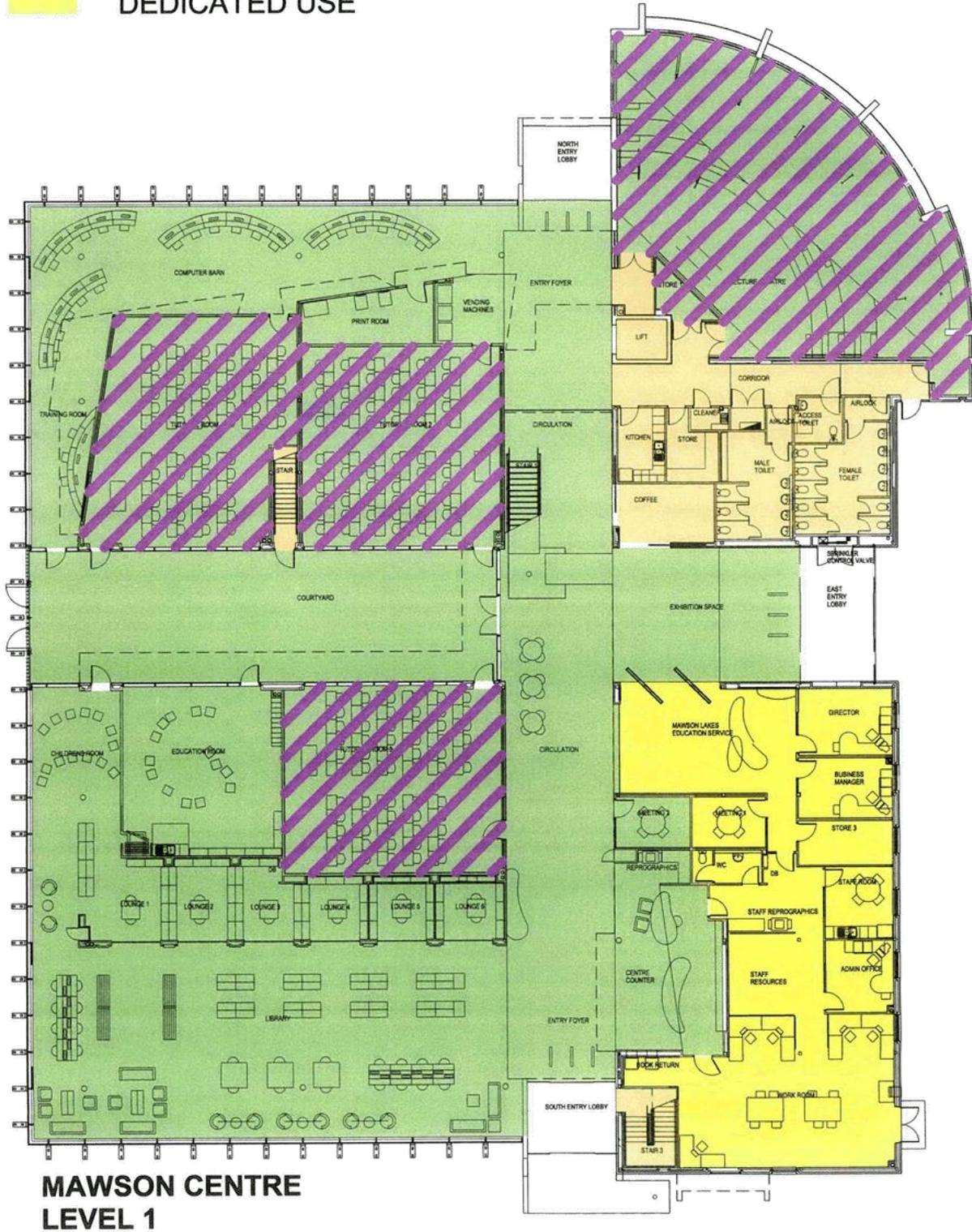
Source: Rawlinsons Australian Construction Handbook 2002, Operating Costs of Low Rise Office Buildings. (excluding items 13 and 14)

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**APPENDIX 7**  
**THE USE PLAN**

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-  COMMON AREA
-  SHARED USE
-  UniSA PRIORITY USE
-  DEDICATED USE



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-  COMMON AREA
-  SHARED USE
-  UniSA PRIORITY USE
-  DEDICATED USE



## APPENDIX 8

### CRITERIA OF LMC AND DLL MAWSON LAKES JOINT VENTURERS RELATING TO THE CRITERIA THAT THE MAWSON CENTRE MUST SATISFY

The DLL Mawson Lakes Joint Venturers and the LMC (on behalf of the State of South Australia) require that The Mawson Centre Project clearly demonstrate the following objectives:

- that the design and function of The Mawson Centre are consistent with the guiding principles of the Mawson Lakes Joint Venture as they relate to innovation and best practice in social inclusiveness, health, life long learning, IT&T, environmentally efficient design, urban amenity and community capacity building;
- that The Mawson Centre incorporate principles of operational sustainability – addressing ownership, construction management, operational management, demand and financial considerations;
- that The Mawson Centre is able to meet the assessed needs of the Mawson Lakes community (residents, workers and students) and the wider local community in respect of social, cultural, educational and passive recreational needs and as a focal point and meeting place for the whole community;
- that The Mawson Centre is able to respond to the emerging demographic at Mawson Lakes and the wider local community and that there is flexibility in terms of facility design and operation to be able to respond and adapt to these demographic changes over time;
- that The Mawson Centre provide opportunities for wider social, economic and education benefits from The Mawson Centre to flow to the Region.

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<b>ITEM</b>	1.1.3
	<b>POLICY AND PLANNING COMMITTEE</b>
<b>HEADING</b>	Minutes of the Youth Council Sub Committee meeting held on Tuesday 14 February 2017
<b>AUTHOR</b>	Bronwyn Hatswell, PA to General Manager, Community Development
<b>CITY PLAN LINKS</b>	3.1 Be an adaptive community that embraces change and opportunities.
<b>SUMMARY</b>	The minutes and recommendations of the Youth Council Sub Committee meeting held on Tuesday 14 February 2017 are presented for Policy and Planning Committee's consideration.
<b>RECOMMENDATION</b>	
1.	The information contained in the Youth Council Sub Committee Minutes of the meeting held on 14 February 2017 be received and noted and that the following recommendations contained therein be adopted by Council:
<b>YC1</b>	<b>Appointment of Youth Council Sub Committee Chairperson and Deputy Chairperson - 2017</b>
1.	Joel Winder be appointed to the position of Chairperson of the Youth Council Sub Committee for 2017.
2.	Taylor Sawtell be appointed to the position of Deputy Chairperson of the Youth Council Sub Committee for 2017.
<b>YC2</b>	<b>Youth Council Resignations</b>
1.	That the resignation of Cresilda Daitol be accepted.
2.	That the resignation of Teagan Kelsh be accepted.
<b>YC3</b>	<b>Youth Council Project Teams 2017</b>
1.	The following project teams be endorsed to be undertaken in 2017 by the Youth Council:
i.	Safe City
ii.	Pathways and Opportunities
2.	Joel Winder be appointed to the position of Team Leader, Safe City Project Team.
3.	Bianca Bilsborow be appointed to the position of Deputy Team Leader, Safe City Project Team.
4.	Nick Griguol be appointed to the position of Team Leader, Pathways and Opportunities Project Team.

**YC4 Youth Action Plan - Status Update February 2017**

1. That the information be received.

**YC5 Twelve25 Salisbury Youth Enterprise Centre - February Update**

1. That the information be received and noted.

**ATTACHMENTS**

This document should be read in conjunction with the following attachments:

1. Minutes Youth Council Sub Committee - 14 February 2017

**CO-ORDINATION**

Officer: GMCD  
Date: 15/02/2017



**MINUTES OF YOUTH COUNCIL SUB COMMITTEE MEETING HELD IN THE JOHN HARVEY GALLERY, 12 JAMES STREET, SALISBURY ON**

**14 FEBRUARY 2017**

**MEMBERS PRESENT**

Bianca Bilsborow (Chairman)  
Liam Bilsborow (5.13 pm)  
Mon-Maya Chamlagai  
Reem Daou  
Rebecca Etienne  
Teya-Hanah Gribble  
Nick Griguol  
Eric Ngirimana  
Cameron Rowe  
Tyler Rutka-Hudson  
Taylor Sawtell  
Braden Thompson  
Tegan Turner  
Mark Verdini  
Joel Winder (Deputy Chairman)  
Thomas Wood  
Cr S White  
Cr R Zahra  
Roshan Chamlagai (Mentor)  
David Charlett (Mentor)  
Pau Lian Naulak (Mentor)

**OBSERVERS**

There were no Observers.

**STAFF**

General Manager Community Development, Ms P Webb  
PA to General Manager Community Development, Mrs B Hatswell  
Community Planner Youth, Ms P Rowe  
Community Planner Youth Participation, Ms J Brett  
Youth Services Project Officer, Ms K Kitching

The meeting commenced at 5.08 pm.

The Chairman welcomed the members, staff and the gallery to the meeting.

### **APOLOGIES**

Apologies were received from Mayor G Aldridge, M Abdalla and S McNamara.

### **LEAVE OF ABSENCE**

Nil

### **PRESENTATION OF MINUTES**

Moved B Thompson

Seconded R Etienne

The Minutes of the Youth Council Sub Committee Meeting held on 06 December 2016, be taken and read as confirmed.

**CARRIED**

### **REPORTS**

#### **YC1 Appointment of Youth Council Sub Committee Chairperson and Deputy Chairperson - 2017**

*L Bilsborow entered the meeting at 05:13 pm.*

Moved Cr R Zahra

Seconded B Bilsborow

1. Joel Winder be appointed to the position of Chairperson of the Youth Council Sub Committee for 2017.

**CARRIED**

*The Chairperson handed the meeting to the appointed Chairperson Joel Winder at 5.17 pm*

Moved M Verdini

Seconded R Daou

2. Taylor Sawtell be appointed to the position of Deputy Chairperson of the Youth Council Sub Committee for 2017.

**CARRIED**

**YC2 Youth Council Resignations**

Moved B Bilsborow  
Seconded E Ngirimana

1. That the resignation of Cresilda Daitol be accepted.
2. That the resignation of Teagan Kelsh be accepted.

**CARRIED**

**YC3 Youth Council Project Teams 2017**

Moved M Verdini  
Seconded R Chamlagai

1. The following project teams be endorsed to be undertaken in 2017 by the Youth Council:
  - i. Safe City
  - ii. Pathways and Opportunities
2. Joel Winder be appointed to the position of Team Leader, Safe City Project Team.
3. Bianca Bilsborow be appointed to the position of Deputy Team Leader, Safe City Project Team.
4. Nick Griguol be appointed to the position of Team Leader, Pathways and Opportunities Project Team.

**CARRIED**

**YC4 Youth Action Plan - Status Update February 2017**

Moved T Turner  
Seconded E Ngirimana

1. That the information be received.

**CARRIED**

**YC5 Twelve25 Salisbury Youth Enterprise Centre - February Update**

*D Charlett left the meeting at 05:42 pm.  
D Charlett returned to the meeting at 05:48 pm.*

Moved M Verdini  
Seconded B Bilborow

1. That the information be received and noted.

**CARRIED**

**OTHER BUSINESS**

*T Sawtell left the meeting at 05:54 pm and did not return.*

There was no Other Business.

**CLOSE**

The meeting closed at 5.57 pm.

CHAIRMAN.....

DATE.....