

THIS MEMORANDUM OF UNDERSTANDING (MOU)

is made on the 13th day of SEPTEMBER 2018

BETWEEN

Northern Beaches Council (ABN 57 284 295 198) of PO Box 1336 DEE WHY NSW 2099 (Council)

and

Long Reef Surf Life Saving Club Inc. (ABN 78 012 537 376) of PO Box 214 COLLAROY NSW 2097 (Club)

who together are referred to as the Parties

1. BACKGROUND

Council and Club agree to work together in good faith to fund, design and construct (i) a new multi-purpose surf life-saving building, (ii) amenities and (iii) storage facility and café (Facility) on the Council managed site at Pittwater Road, Collaroy NSW (Project) with the primary objective that the surf life-saving building is fit for purpose as a Surf Life Saving Club

Council is the Reserve Manager of Griffith Park which is a Crown Reserve that is ultimately the responsibility of the NSW Government Department of Industry & Lands.

2. BUSINESS CASE & COUNCIL APPROVAL

The business case will be developed by Council in consultation with Club as part of the Project feasibility in the initial stages of the Project and will be reviewed appropriately as the Project progresses.

In principle, Council and the Club agree that the existing Club premises and associated facilities including public amenities are in a deteriorated condition and require full replacement to provide for the ongoing needs of Club, the local community and users of Griffith Park.

Council and Club will work together in good faith to ensure that the phasing of the Project will have the minimum impact on the Club and the users of the area.

3. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to reflect the Parties' respective required outcomes, commitments and obligations regarding the funding, delivery of the project and the subsequent management and operation of the Facility.

4. COUNCIL'S OBLIGATIONS AND COMMITMENTS

Council agrees to:

- Actively engage with and consult Club and other interested parties regarding spatial and functional requirements for the Facility to ensure that the Facility includes a fit for purpose Surf Life Saving Club building;
- Confirm the project brief with Club and develop a detailed business case for the Project, including scope, costings and timeframes, for the Facility;
- Negotiate in good faith and finalise with the Club a lease (Lease) for the Facility in accordance with the standard Crown Lands lease for surf life saving clubs prior to the Club committing funds. Noting that if this is not achievable in a time frame that is acceptable to both Parties then as a minimum the Parties shall agree the terms of the Lease (in

accordance with the standard Crown Lands lease for surf life saving clubs) prior to the Club committing funds;

- Request and use its best endeavours to have the Minister for Lands and Forestry approve a lease term of 20 years in combination with one additional lease term of 20 years as defined in Schedule 1 Item 8 of the standard Crown Lands lease for surf life saving clubs.
- Actively engage with and consult the Club and other interested parties prior to finalisation of the architectural plans for the Facility; and
- Manage the construction of The Facility, subject to Council's approval to progress the works.

5. CLUB'S OBLIGATIONS AND COMMITMENTS

Club agrees to:

- Work with Council to deliver an agreed brief for the Facility such that the Facility is fit for purpose as a Surf Life Saving Club;
- Negotiate in good faith and finalise with Council a lease for the Facility in accordance with the standard Crown Lands lease (the Lease) for surf life saving clubs prior to the Club committing funds. Noting that if this is not achievable in a time frame that is acceptable to both Parties then as a minimum the Parties shall agree the terms of the lease (in accordance with the Lease) prior to the Club committing funds;
- Actively support Council during the delivery of the Facility; and
- Act as a Senior User on the Project Management Steering Committee during the delivery of The Facility.

6. MUTUAL OBLIGATIONS OF THE PARTIES

The Parties agree to:

- Act in good faith to deliver the Project and Facility in accordance with this MoU.
- Seek all other funding opportunities including State and Federal Government grants.

7. BUILDING SCOPE OF WORKS

Council is planning to construct a new surf club building and associated community facilities to a specification to be agreed between the Parties delivering adequate premises. In addition, The Facility will include a commercial café/kiosk.

Council and the Club will complete an agreed Facility Brief (Brief) for inclusions in the Scope of Works listing requirements for the Club, community/public areas (eg. public amenities, storage) the Council Lifeguards, Council and the café/kiosk operator.

8. BUSINESS CASE

A detailed business case will be undertaken to determine accurate scope, costs and timeframe for the project, comprising the Facility and surrounding public spaces.

9. CURRENT FUNDING

Club has conditionally committed the following funds to the Project:

- \$500,000 ex GST as a maximum contribution from Club members' funds.

In addition, Club will contribute 100% of all funds that are allocated to Club for the Facility from State and Federal government grants such as the NSW Government Sport and Recreation Surf Club Facility program.

Council has committed the following funds to the Project (subject to ongoing approval by Council):

- \$171,000 ex GST for preliminary project costs
- \$554,500 ex GST from the Active Play Program (joint NSW Government & Council funding).

The NSW State Government has granted to Council the following funds to the Project:

- \$500,000 ex GST.

10. FUTURE FUNDING

Council and Club will work co-operatively and use all reasonable endeavours to access and secure funding from the NSW and Federal Governments for the Facility.

11. OTHER COSTS

Other funding requirements are as follows:

- Council and Club will each bear their own costs in relation to this MOU and any other contracts, leases or any other agreements contemplated by it.
- The Project is GST free given Council's control of payments and its GST free status.

12. OWNERSHIP OF THE FACILITY & LEASES

The Parties will negotiate in good faith and finalise the lease for the Facility in accordance with the standard form Crown Lands lease (the Lease) for surf life saving clubs prior to Club committing its funds.

Council will formally request and use its best endeavours to have the Minister for Lands and Forestry approve a lease term of 20 years in combination with one additional lease term of 20 years as defined in Schedule 1 Item 8 of the Lease.

Council will work with Club to define the appropriate use and access to agreed parts of The Facility by other community groups.

Council will enter into a separate second lease with a third party or Club for the café/kiosk that is associated with the Facility to assist Council with the costs associated with the maintenance of the Facility and Griffith Park.

13. TEMPORARY FACILITIES DURING CONSTRUCTION

During the construction period Club and Council Lifeguards will need to continue to operate. Alternative "premises" such as demountable/s and storage areas (shipping containers) will be provided in specific locations agreed by Council and Club. These facilities shall include:

- Toilet facilities
- First aid and communications facilities
- Operational lifesaving and lifeguard equipment storage.

Club in consultation with Council will endeavour to source appropriate premises to store all other Club equipment.

Council will be responsible for removal of all such facilities at the end of the Project.

All costs associated with temporary and storage facilities will be treated as part of the overall Project costs.

14. PROJECT MANAGEMENT

Council uses the Prince2 project management methodology. Club will be a Senior User on the steering committee within this framework.

15. COMMUNITY ENGAGEMENT

Council will develop and implement a Community Engagement Plan with input from Club. Club will consult with its own members.

16. TERMINATION

The clear intention of this MOU is that it will remain in place for the full delivery of the Facility unless it is updated or replaced by mutual agreement of the Parties.


If either Council or Club is unable to honour its respective obligations and commitments, either party may terminate this MOU by giving three month's written notice to the other Party. The Parties may agree shorter notice.

17. EXPIRY DATE

This MOU shall remain in for a period of 3 years or until September 1, 2020 at which stage the MOU will expire unless the Parties agree to extend the Expiry Date.

18. THIS MOU IS NOT LEGALLY BINDING.

Signed by Northern Beaches Council
(ABN 57 284 295 198) by its authorised
delegate:


Signature

BENJAMIN TAYLOR
Print Name

WITNESS


Signature

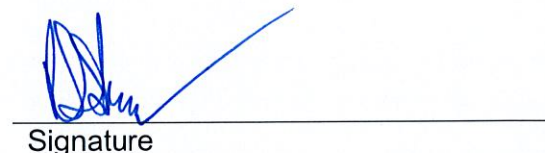
KYLIE STAY
Print Name

Signed by Long Reef Surf Life Saving
Club Inc. (ABN 78 012 537 376) by its
authorised delegate:


Signature

PETER KINSEY
Print Name

WITNESS


Signature

ROBERT JS PEARSON
Print Name