

Memorandum of Administrative Arrangement

between

Property, Department of Planning, Transport and Infrastructure (the Lessee's Representative)

and

Department of Treasury and Finance (the 'Agency') for the occupation of a Premises at the Virginia Horticultural Centre, Lot 42, Old Port Wakefield Road, VIRGINIA (Temp Wright EO)



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1. General

The purpose of this Memorandum of Administrative Arrangement (MoAA) is to set out the terms and conditions which have been agreed between the parties in respect of tenancy of the Premises outlined in the attached Schedule to the MoAA. The provisions are generally based on conditions applicable to commercial office premises.

The parties agree that this MoAA is between two Government Agencies and is not intended to constitute a legally binding agreement.

2. Definitions

In this document, unless inconsistent with the context, the following words and expressions shall have the meanings set opposite them respectively.

'DPTI' means the Department of Planning, Transport and Infrastructure.

'Agency' means the Agency named on page 1

'Building' means that Building more particularly described in the Schedule of which the Premises forms part

'Common Areas' means those parts of the Land or Building provided by the Landlord's Representative from time to time for common use by tenants and the occupier of the Building including entrances, passageways, stairways, driveways, paths, landscaped areas, car parking areas and toilets, washrooms and other facilities designated by the Landlord's Representative as Common Areas.

'Land' means the whole of the Land comprised and described in the Schedule.

'Lessee' means the Minister for Transport and Infrastructure.

'Lessee's Representative' means Department for Planning, Transport and Infrastructure, Development Division, Property acting on behalf of the Minister for Transport and Infrastructure.

'Lessor' is the owner of the Premises being leased by the Lessee.

'Net Lettable Area' is based on the Property Council of Australia (formerly the Building Owners and Managers Association) Method of Measurement (1997 Edition) or as varied from time to time. If the tenancy has not yet been surveyed at the time of this MoAA being issued then this will be noted by the words 'subject to survey' or 'approximately' appearing after the area. The Agency accepts any and all variations to the terms of the lease that may occur as a result of the certified area differing from the estimated tenancy area.

The area is the floor space confined within the Building at each floor level which is measured between internal surfaces of external walls, including the area occupied by window frames and mullions and structural columns but excluding all core stairs, core toilets, cleaner's cupboards, vertical ducts, lift shafts, tea rooms and other service areas (where all are provided as standard facilities for the Building), lobbies between lifts, plant rooms, areas set aside as public spaces or thoroughfares (and not for the exclusive use of the occupier) or areas set aside for service vehicles and car parking (where such areas are not for the exclusive use of the occupiers of the floor or Building).

If there is more than one tenancy on a floor or in a Building where there are Common Areas or resources shared by other occupants of the floor or Building, the rental and other tenancy costs for the Common Areas will be apportioned to the other occupants in proportion to their tenancy of the floor or Building.

'Premises' means that portion of the Building more particularly described in the Schedule

including floor coverings, light fittings, air-conditioning plant and fittings, and other fittings, fixtures, plant, machinery and equipment (if any) provided by the Landlord's Representative from time to time and without limiting the generality of the foregoing the Landlord's Representative's fixtures and fittings described in the Schedule.

3. MoAA Particulars

3.1 Net Lettable Area

The Net Lettable Area of the Premises shall be the area set out in the attached Schedule.

3.2 Tenancy Term

The term of the tenancy is shown in the attached Schedule. Should the Agency remain in occupation with the consent of the Lessee's Representative following expiry of this MoAA, the arrangement will continue until determined by either party giving one (1) month's notice in writing to the other party.

3.3 Right of Renewal

The Agency may, by giving six (6) months' written notice to the Lessee's Representative within the time specified in the Schedule, request the Lessee's Representative to exercise the right of renewal as per the Memorandum of Lease or any other agreement or correspondence between the Lessor and Minister. Upon receiving such a request from the Agency, the Lessee's Representative agrees that it will exercise the right of renewal as per the relevant Memorandum of Lease or other agreement or correspondence.

3.4 Notice of Termination

A minimum of six (6) months notice in writing shall be given by the Agency to the Lessee's Representative of its intention to vacate or by the Lessee's Representative to the Agency of its requirement for vacant possession.

The issue of notice of intention to vacate by the Agency within the agreed term will not release the Agency from the obligations specified in this MoAA unless agreed in writing by the Lessee's Representative. Release may be given where an alternative occupant, approved by the Lessee's Representative, has been arranged to completely backfill the space or vacant possession being required or as otherwise agreed.

3.5 Assignment

The Agency must seek the prior written approval of the Lessee's Representative before it assigns or sublets its rights or obligations set out in this MoAA, or before it allows any other Agency to occupy the Premises.

3.6 Occupancy Charges

These cover a range of obligations, which are as follows:

Charge	Detail
Commencing Rental	The commencing rental for the Agency's tenancy, based on the total Net Lettable Area, is set out in the Schedule to this MoAA. The commencing rental will be the agreed rental negotiated

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Virginia Horticultural Centre

Charge	Detail
	between the Lessor's representative and the Lessee's Representative and contained in the Memorandum of Lease or any other agreement or correspondence between the Lessor and the Lessee.
Rent Review	The rental will be reviewed on the dates specified and on the terms specified in the Memorandum of Lease or any other agreement or correspondence.
GST	<p>If under the lease the rent is increased to allow for the effect of GST, the increase in rent will be passed on in accordance with the Rent Review Provision.</p> <p>If under the lease there is no increase in rent to allow for GST, the supply of Premises to the Agency may nevertheless be a taxable supply by the Lessee or the Lessee's Representative. If it is a taxable supply, then:</p> <ul style="list-style-type: none"> • if the Lessee's Representative is entitled to claim an input tax credit on rent paid under the Memorandum of Lease, the rental payable by the Agency will be the rent payable under the Memorandum of Lease; • if the Lessee's Representative is not entitled to an input tax credit in respect of rent paid under the Memorandum of Lease, the rental payable by the Agency will be the amount of rent payable under the Memorandum of Lease multiplied by 1.1 GST will also apply to the lease administration fee referred to in this clause, and the Lessee's Representative's fee scale will be adjusted as directed by the Treasurer to account for it. <p>If and to the extent that GST is payable in respect of any supply of premises or services under this MoAA, the Lessee's Representative will ensure that the monthly invoice is a tax invoice (as required to enable the Agency to claim an input tax credit).</p>
Payment	Rental and other costs will be invoiced on a monthly basis and are payable in advance. Payment is required by the first of the month for the month being charged.
Sundry Charges	The Agency will pay the rates and taxes (and/or charges/outgoings) as per the Memorandum of Lease or any other agreement or correspondence between the Lessor and the Minister as Lessee as advised by the Lessee's Representative from time to time.
Lease Administration Fee	The Lease Administration Fee is calculated in accordance with the Lessee Representative's fee scale, which may vary from time to time as directed by the Treasurer. The charges relate to the accommodation services provided to the Agency and are not related to the management of the asset on behalf of the Lessor.

4. Agency Responsibilities

It is the Agency's responsibility to keep the Premises clean, neat and tidy and free from all accumulation of rubbish and waste and to advise the Lessee's Representative at the earliest opportunity of any damage to the Premises, breakdown or maintenance requirements or breach of security.

The Agency must receive written approval from the Lessee's Representative prior to commencing work on any alterations, improvements or additions, including installation of any signage or antenna.

Appendix A outlines Agency and Lessee's Representative Responsibilities for maintenance/capital improvements.

4.1 Decommissioning

The Agency is to abide by the decommissioning or reinstatement obligations stipulated in the Memorandum of Lease or any other agreement or correspondence between the Lessor and the Minister as Lessee.

4.2 Smoking

The Agency acknowledges that smoking is not permitted in the tenancy or any other area adjacent to the Premises determined by the Lessor as a 'non-smoking area. This includes a structure that is fully enclosed or partially enclosed by a ceiling/roof/shade sails and umbrellas or anywhere near any air-intakes.

4.3 Tenancy Rules

- 4.3.1 The Agency shall maintain a register of all keys or access devices issued to its occupants for the tenancy and the Common Areas and shall surrender all keys and access devices to the Lessee's Representative at the expiration or earlier termination of the tenancy.
- 4.3.2 The Agency shall not allow any entry, corridor, passage, fire door or stairway to be obstructed.
- 4.3.3 If the Building is air-conditioned, the Agency shall ensure that the windows in the Premises are not opened or be permitted to be opened and its staff shall not use electric radiators or air-conditioning or cooling units or other methods of heating or cooling unless the consent of the Lessee's Representative is first obtained. Consent is subject to the devices being tested and tagged before use.
- 4.3.4 The Agency shall not allow any air-conditioning duct or outlet or skylights or windows that admit air or light into the tenancy to be covered or obstructed, without obtaining prior written approval of the Lessee's Representative.
- 4.3.5 The Agency shall not allow the Premises to be used as a dwelling house or sleeping place and no animals, birds or livestock shall be kept in or about the Premises.
- 4.3.6 The Agency shall not allow its occupants to prepare or cook food in any area other than those areas specially set aside for that purpose.
- 4.3.7 Except to the extent consistent with the Permitted Use, the Agency shall not bring or permit to be brought into the Premises any noxious, explosive flammable or dangerous substance or any oil, spirit, gas, engine or appliance.
- 4.3.8 Bicycles are not permitted to be brought into the tenancy or the Common Areas of any building, either by the Agency's staff or visitors.

- 4.3.9 The Agency shall permit the Lessor or Lessor's Personnel at all reasonable times and except in an emergency with reasonable notice and in company of a responsible officer of the Agency (or the Lessee's Representative) to enter into the Premises to examine and view the condition and state of repair or for the purpose of cleaning same or carrying out any alterations or repairs.
- 4.3.10 The Agency shall permit the Lessor to bring prospective tenants or purchasers into the Premises by appointment and at times convenient to the Agency.
- 4.3.11 The Agency shall not do or permit to be done upon the Premises anything which in the opinion of the Lessor may be likely to become a nuisance or annoyance or interference with the quiet and comfort of the occupants or any other premises adjoining or in the vicinity of the Premises.
- 4.3.12 The Agency shall abide by any other rules that may be set out in the Memorandum of Lease or any other agreement or correspondence between the Lessor and the Minister as Lessee.

4.4 Directions from the Lessee's Representative

The Agency agrees that it will comply with all directions from the Lessee's Representative if such directions are necessary to ensure that the Minister is not in breach of any Memorandum of Lease or any other agreement or correspondence between the Lessor and the Minister as Lessee.

This MoAA is subject to the terms of the Memorandum of Lease or any other agreement or correspondence between the Lessor and the Minister as Lessee and, in the event of any inconsistency between this MoAA and the Memorandum of Lease or any other agreement or correspondence between the Lessor and the Minister as Lessee, the Memorandum of Lease or other agreement or correspondence will prevail.

4.5 Breaches

If the Agency breaches this MoAA, then the Lessee's Representative may give written notice of such breach to the Agency and the Agency agrees that it will remedy the breach within twenty eight (28) days after receiving such notice from the Lessee's Representative or within such other time as the Agency and the Lessee's Representative agree.

4.6 Dispute Resolution

Should a dispute arise between the Agency and the Lessee's Representative that cannot be resolved within a reasonable time, the matter should be referred by either party to the Minister for Transport and Infrastructure for resolution.

5. Agency Approval

I confirm I have the financial authorisation to:

- approve expenditure for the amount of \$35,640 (GST not applicable) over the whole term of the lease made up of:
 - expenditure comprising \$16,200 being the rental value of the lease over the initial term and GST of \$1,620; and
 - potential expenditure of \$16,200 and GST of \$1,620 if right of renewal is exercised;
- approve additional expenditure for subsequent adjustments such as CPI and market rent reviews, outgoing and Lease Administration Fees, per the attached Schedule, over the whole term (initial term and right of renewal) of the lease; and
- enter into this MoAA including its Schedule and Appendix A.

I acknowledge that the Minister for Transport and Infrastructure will be entering into a legally binding lease with basic terms and conditions consistent with this MoAA.

Signed: 

(Must be signed by Agency representative with appropriate financial delegation for the amount payable over the whole term of the lease).

Name: PAUL ANDREW TATARBELT

Position: MANAGER, ELECTORATE SERVICES

Date: 6/7/2018

Signed by the Lessee's Representative

Signed:

Name:

Position: *General Manager Property, Development Division, Department of Planning, Transport and Infrastructure*

Date:/...../.....

Schedule

Schedule to MoAA	
Address	Lot 42, Old Port Wakefield Road, VIRGINIA SA 5120
Type of Lease	Sub - Licence
Agency	Department of Treasury and Finance (Electorate Services).
Purpose of Lease	Temp Wright Electorate Office, Office Accommodation.
Current Address / Details	As above.
Does proposal deliver cost savings?	No. However, this option is of a temporary nature whilst the agency looks for alternate accommodation options.
DPTI Development Division, Property Recommendation	DPTI Building Management endorses this lease as it meets the service delivery requirements and business needs of the Member of Parliament. DTF has advised that they are unable to accommodate this group in any other existing office accommodation.
Lease Terms and Conditions	
Area	120m ² (approximately).
Lease Term	Six (6) Months
Commencement Date	Six (6) months commencing 5 May 2018 to 4 November 2018
Right of Renewal	Six (6) months commencing 5 November 2018 to 4 May 2019, to be exercised 3 months in advance.
Rental	\$32,400 per annum (\$270/m ²) (GST not applicable).
Outgoings	<p><u>Cleaning:</u> The Sublicensee will be allowed if they wish, to arrange and be responsible for the cleaning of the tenancy area show on attached plan. The Sublicensor will be responsible for the cost of cleaning the common areas of the property including the cost of rubbish removal and the provision of toilet requisites at no cost to the Sublicensee.</p> <p>Should the Sublicensee wish to use the cleaning services arranged by the Sublicensor, this service will be arranged by the Sublicensor and recharged to the Sublicensee at cost, for the tenancy area occupied, effective from the date of occupation.</p> <p><u>Electricity:</u> The consumption of light and power usage will be payable by the Sublicensee at a proportion of total usage effective from date of commencement. The Sublicensee to be responsible for 30% of the usage cost of power and the Sublicensor to be responsible for 70%.</p> <p>The Sublicensor to provide accompanying documentation of usage when invoicing usage accordingly.</p>

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Schedule to MoAA	
Rent Reviews	The rent shall be reviewed by annual Consumer Price Index increases at the anniversary of the lease commencement date.
Car Parks	3 dedicated car parks
Decommissioning	<p>Upon expiration or sooner determination of the lease, the sublicensee will be responsible for the reinstatement of the premises including</p> <ol style="list-style-type: none"> 1) Removal of fitout including any partitioning, fixtures and fittings 2) Reinstatement the premises to base building standard with fair wear and tear accepted, and 3) Leave the premises in clean and tidy condition <p>The Sublicensee shall be required to remove all rubbish, equipment and furniture and leave the premises in a clean and tidy condition. Specific reinstatement by the Sublicensee being all doors installed, additional office created and wall alterations to the main training room and repaint.</p> <p>If the Sublessor wishes for any fixtures and fittings to remain at expiration or sooner, the Sublessor is to provide confirmation in writing and the Sublicensee will then have no obligation to reinstate those detailed fixtures and fitting should the Sublicensee agree, but will leave the premises clean and tidy with allowance for fair and wear.</p> <p>The Sublicensee will not be obligated to repaint the tenancy area apart from the area where tenancy works have occurred and make good is requested by the Sublessor.</p>
Market Comparison	SA Government have a temporary monthly
Payee	Hortex Alliance (as Sublicensor)
Total Rent Commitment for Initial term	Potential Rent \$16,200
	GST \$1,620
	Total Potential Rent \$17,820 (inc GST)
Potential Rent Commitment if Right of Renewal is exercised	Potential Rent \$16,200
	GST \$1,620
	Total Potential Rent \$17,820 (inc GST)
Total Rent Commitment for Whole Term	Total Initial Rent of \$17,820 (inc GST)
	+
	Total Potential Rent of \$17,820 (inc GST)
	=
	Total Rent over Whole Term \$35,640 (inc GST)

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Schedule to MoAA	
DPTI Development Division, Property Lease Negotiation Fee	\$1,782 +GST (Initial Term)
DPTI Development Division, Property Lease Administration Fee	\$1,000 + GST per annum (subject to change when lease charges are finalised)
Building Details	
NABERS Energy Rating	Not required. Net Lettable Area is less than 2,000m ² .
Sustainability Initiatives	Negotiations did not include owner's upgrade to achieve sustainability benefits as it was considered the cost would outweigh the benefits.
Base Building Services	The lease is being renewed on existing terms and conditions and base building services are adequate.
Seismic Report	It is unknown when the building was built and there is a risk that the building may not meet government requirements for leased buildings. The activities that will be undertaken by the Department of Treasury and Finance in this leased premises are not considered as critical infrastructure.
Disability Access	The tenant asserts that the building meets their agency's requirements and no issues identified.
Agency Space Details (Agency to complete)	
Does this comply with Agency's long term Strategic Plans?	Yes/No n/a.
Staff Numbers	4
Number of enclosed offices	1
Number of workstations	3
Special Agency Facilities	Description and Area m ² n/a.
Contacts	
Lessee's Representative Contact Details	<p>For day-to-day matters relating to the management and administration of the lease please contact:</p> <p>Client Manager – Strategy and Relationships Angie Gazettas Angie.gazettas@sa.gov.au Telephone: (08) 8343 2074</p> <p>Department of Planning, Transport and Infrastructure Property, Development Division Level 6, 50 Flinders Street ADELAIDE SA 5000</p> <p>After Hours Emergency Contact Police Security Services Telephone: (08) 8116 9230</p>

Appendix A

Lessor Responsibilities

These obligations are to be read as being subject to the Agency's obligations set out below.

- All external maintenance, including the external fabric of the Building, clearing of drains, downpipes and external gutters and maintaining of any existing gardens etc. in a neat and tidy condition, unless leasing the whole of the land where gardens could be the responsibility of the Lessee.
- Servicing, maintenance, repair and replacement of Lessor plant and equipment, including base building security systems, electrical, lifts, plumbing, fire protection services, and air-conditioning services (including air-conditioning running costs during business hours unless otherwise stated in the lease).

NB: It should be noted that in some fit-outs, additional plant etc., may have been provided by the Agency. For example, supplementary air-conditioning units may have been provided in a conference facility or the Agency may have added additional security systems to complement the base building system. In these cases, the Agency (not the Lessor) is responsible for maintaining these additional items.

- Repairs and replacement of Building's carpet and other furnishings which have deteriorated through normal fair wear and tear. The Lessor is not responsible for excessive wear, damage etc.
- Structural repairs, alterations and additions that become necessary to preserve the condition of the Building.
- Repairs to damage to the Premises, including plate glass, caused by wanton vandalism (other than by staff, customers, contractors or visitors of the Agency), vehicle impact etc., i.e. other than by Agency causes or targeted vandalism.
- Clearing of blockages to share (common) toilets or any common plumbing.
- Maintenance of other Common Areas (stairways, passages etc.).
- Regard must also be given to obligations under the *Work Health and Safety Act 2012* and associated Regulations.

Agency Responsibilities

- Repairs to damage to the Premises, including the replacement of plate glass and window glass of equivalent quality which may become broken or damaged during the term of the MoAA due to the wilful reckless or negligent conduct of the Agency or any of the Agency's staff, its agents, or visitors.
- Observe the reasonable requirements of the Lessor relating to the operation of the Building Services and will not do or permit to be done anything either in relation to its use of the Premises which might interfere with or impair the efficient operation of the Building Services.
- Ensure all doors and windows to the Premises are securely locked on all occasion when the Premises are left unoccupied or when leaving the Building.
- Maintenance in full of the Agency's improvements, security systems i.e. duress alarms, tenancy card readers etc., fit-out, supplementary air-conditioning, alterations and furniture.
- Ensure all alarms and fire protection services (including fire hoses, hose reels and fire extinguishers) and emergency exit lights within the Premises are maintained and tested regularly (*unless otherwise stated in the lease*). Replacement of light globes, fluorescent tubes and starters.
- Undertake pest control measures to keep the Premises free of pests and vermin.
- Painting and other redecoration to the Premises as and when reasonably required as per the conditions of the lease.
- Balancing of air-conditioning to reflect individual comfort levels, including at completion of any fit-out changes or accommodation relocation.
- Clearing of blocked drains as a result of improper materials being deposited by the Agency's employees or visitors.
- Provision and maintenance of signs identifying the tenancy's occupants.
- Reinstatement of damage to the Agency's improvements due to water entry by whatever means, excluding damage caused as a result of the owner's negligence.
- Generally, to keep the Premises in a clean and tidy condition and free from the accumulation of rubbish. The Lessee's Representative may arrange for the cleaning service either by the Lessor or agent or by using its own resources and the costs of providing that service will be invoiced to the Agency on a proportional basis.
- Clean and maintain carpet on a regular basis and as required depending on the use. This includes repair of carpet damage as a result of the Agency's occupation of the Premises and steam cleaning carpets on exit.
- Comply with any Building Rules that may be set by the Lessee's Representative from time to time.
- Comply with obligations under the *Work Health and Safety Act 2012* and associated Regulations.

Haigh, Natalie (DTF)

From: Gazettas, Angie (DPTI)
Sent: Friday, 6 July 2018 12:28 PM
To: Evans, Chris (DPC)
Cc: Marwe, Travis (DPTI); Fox, Alison (DPTI); Tatarelli, Paul (DTF); Healy, Mick (DPC)
Subject: RE: Upcoming Lease Renewals - Electorate Office Portfolio - Virginia Horticultural Centre (Temp Wright EO)

Thank you Chris.

We will send through the fully executed MoAA once DPTI delegate approval has been obtained.

Kind Regards

Angie Gazettas

Client Manager – Strategy and Relationships

Development Division - Property

Department of Planning, Transport and Infrastructure

T (08) 8343 2074 (ext 22074) • M 0427 122 985 • E angie.gazettas@sa.gov.au

Level 6, 50 Flinders Street, Adelaide SA 5001 (Reception located on Level 5) • PO Box 967, Adelaide SA 5001 • DX 967 • www.dpti.sa.gov.au



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From: Evans, Chris (DPC)

Sent: Friday, 6 July 2018 11:52 AM

To: Gazettas, Angie (DPTI) <Angie.Gazettas@sa.gov.au>

Cc: Marwe, Travis (DPTI) <Travis.Marwe@sa.gov.au>; Fox, Alison (DPTI) <Alison.Fox@sa.gov.au>; Tatarelli, Paul (DTF) <Paul.Tatarelli@sa.gov.au>; Healy, Mick (DPC) <Mick.Healy@sa.gov.au>

Subject: RE: Upcoming Lease Renewals - Electorate Office Portfolio - Virginia Horticultural Centre (Temp Wright EO)

Good morning Angie

Please find attached signed MoAA for Wright Electorate Office.

Should you have any queries with any of the above please call,

Regards

Chris Evans

Accommodation, Security and WH&S Manager, Electorate Services, Organisation and Governance

State Administration Centre, Level 3, 200 Victoria Square ADELAIDE SA 5000

t 822 62859 | m 0429 097 767 | e chris.evans@sa.gov.au | w treasury.sa.gov.au

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Government of South Australia
Department of Treasury
and Finance



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From: Gazettas, Angie (DPTI)

Sent: Thursday, 5 July 2018 5:37 PM

To: Evans, Chris (DPC) <Chris.Evans@sa.gov.au>

Cc: Marwe, Travis (DPTI) <Travis.Marwe@sa.gov.au>; Fox, Alison (DPTI) <Alison.Fox@sa.gov.au>; Tatarelli, Paul (DTF) <Paul.Tatarelli@sa.gov.au>

Subject: RE: Upcoming Lease Renewals - Electorate Office Portfolio - Virginia Horticultural Centre (Temp Waite EO)

Good evening Chris,

As per our discussion, please find attached the MoAA for the Temp Wright EO at the Virginia Horticultural Centre for six (6) months from 5 May 2018 to 4 November 2018 (initial term) with a further six (6) months renewal term from 5 November 2018 to 5 May 2019 for your approval.

Please ensure that you fill in the Agency Space Details on page 8 of the MoAA, and ensure the relevant delegate with the appropriate financial delegation signs a copy of the MoAA, before returning a scanned copy to me via email for further action.

If you have any questions in respect to the above, please do not hesitate to contact me.

Kind Regards

Angie Gazettas

Client Manager – Strategy and Relationships

Development Division - Property

Department of Planning, Transport and Infrastructure

T (08) 8343 2074 (ext 22074) • M 0427 122 985 • E angie.gazettas@sa.gov.auLevel 6, 50 Flinders Street, Adelaide SA 5001 (Reception located on Level 5) • PO Box 967, Adelaide SA 5001 • DX 967 • www.dpti.sa.gov.au

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From: Gazettas, Angie (DPTI)**Sent:** Tuesday, 5 June 2018 10:43 AM**To:** Evans, Chris (DPC) <Chris.Evans@sa.gov.au>**Subject:** FW: Upcoming Lease Renewals - Electorate Office Portfolio - Virginia Horticultural Centre (Temp Waite EO)

Hi Chris,

As discussed please find attached a copy of the original ARF for the Temp Waite EO (Virginia Horticultural Centre). The tenancy is currently on a rolling monthly term (with 3 months' notice to terminate by either party). The Licensee (Hortex) have no issue with agreeing to a further 6 month term however we are waiting on their written confirmation of this so we can prepare and provide you with a MoAA for the extended term.

Out of Scope

Kind Regards**Angie Gazettas**

Client Manager – Strategy and Relationships

Development Division - Property

Department of Planning, Transport and Infrastructure

T (08) 8343 2074 (ext 22074) • M 0427 122 985 • E angie.gazettas@sa.gov.auLevel 6, 50 Flinders Street, Adelaide SA 5001 (Reception located on Level 5) • PO Box 967, Adelaide SA 5001 • DX 967 • www.dpti.sa.gov.au

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From: Evans, Chris (DPC)
Sent: Wednesday, 18 April 2018 9:58 AM
To: Gazettas, Angie (DPTI) <Angie.Gazettas@sa.gov.au>
Cc: Fox, Alison (DPTI) <Alison.Fox@sa.gov.au>; Marwe, Travis (DPTI) <Travis.Marwe@sa.gov.au>; Tatarelli, Paul (DPC) <Paul.Tatarelli@sa.gov.au>; Smith, Tony (DPC) <Tony.Smith@sa.gov.au>; Healy, Mick (DPC) <Mick.Healy@sa.gov.au>; Dixon, Edward (DPC) <Edward.Dixon@sa.gov.au>
Subject: RE: Upcoming Lease Renewals - Electorate Office Portfolio - Virginia Horticultural Centre (Temp Waite EO)

Hi Angie

Please find the attached Agency Request for Lease Renewal of Existing Accommodation.

In addition, DTF provide approval to place this Lease on monthly holdover while being negotiated.

Regards

Chris Evans

Accommodation, Security and WH&S Manager
Electorate Services

Supporting the Department of the Premier and Cabinet

and the Department of Treasury and Finance

Ph: 8226 2859 | Mob: +61 0429 097 767

chris.evans@sa.gov.au | www.dpc.sa.gov.au

Level 3 State Administration Centre, 200 Victoria Square (Tarntanyangga) ADELAIDE SA 5000



Government of South Australia

Department of the Premier
and Cabinet

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From: Gazettas, Angie (DPTI)
Sent: Tuesday, 17 April 2018 4:29 PM
To: Evans, Chris (DPC) <Chris.Evans@sa.gov.au>
Cc: Fox, Alison (DPTI) <Alison.Fox@sa.gov.au>; Marwe, Travis (DPTI) <Travis.Marwe@sa.gov.au>; Tatarelli, Paul (DPC) <Paul.Tatarelli@sa.gov.au>; Smith, Tony (DPC) <Tony.Smith@sa.gov.au>; Healy, Mick (DPC) <Mick.Healy@sa.gov.au>; Dixon, Edward (DPC) <Edward.Dixon@sa.gov.au>
Subject: RE: Upcoming Lease Renewals - Electorate Office Portfolio - Virginia Horticultural Centre (Temp Waite EO)

Hi Chris,

That shouldn't be a problem at all. If you could complete and return the attached form so I can formally instruct our lease negotiators that would be great.

Whilst the negotiations are progressed, if you could provide approval to place this lease on monthly holdover to ensure that the rent is paid during this period that would be greatly appreciated.

Kind Regards

Angie Gazettas

Client Manager – Strategy and Relationships

Development Division - Property

Department of Planning, Transport and Infrastructure

T (08) 8343 2074 • M 0427 122 985 • E angie.gazettas@sa.gov.au

Level 6, 50 Flinders Street, Adelaide SA 5001 (Reception located on Level 5) • PO Box 967, Adelaide SA 5001 • DX 967 • www.dpti.sa.gov.au



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From: Evans, Chris (DPC)

Sent: Tuesday, 17 April 2018 4:17 PM

To: Gazettas, Angie (DPTI) <Angie.Gazettas@sa.gov.au>

Cc: Fox, Alison (DPTI) <Alison.Fox@sa.gov.au>; Marwe, Travis (DPTI) <Travis.Marwe@sa.gov.au>; Tatarelli, Paul (DPC) <Paul.Tatarelli@sa.gov.au>; Smith, Tony (DPC) <Tony.Smith@sa.gov.au>; Healy, Mick (DPC) <Mick.Healy@sa.gov.au>; Dixon, Edward (DPC) <Edward.Dixon@sa.gov.au>

Subject: RE: Upcoming Lease Renewals - Electorate Office Portfolio - Virginia Horticultural Centre (Temp Waite EO)

Morning Angie

Can you please seek a (6) month extension + (6) month option - Virginia Horticultural Centre (Temp Waite EO)

Should you have any queries with any of the above please call.

Regards

Chris Evans

Accommodation, Security and WH&S Manager

Electorate Services

Supporting the Department of the Premier and Cabinet

and the Department of Treasury and Finance
Ph: 8226 2859 | Mob: +61 0429 097 767
chris.evans@sa.gov.au | www.dpc.sa.gov.au
Level 3 State Administration Centre, 200 Victoria Square (Tamtanyangga) ADELAIDE SA 5000



Government of South Australia

Department of the Premier
and Cabinet

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From: Gazettas, Angie (DPTI)

Sent: Tuesday, 17 April 2018 9:40 AM

To: Evans, Chris (DPC) <Chris.Evans@sa.gov.au>

Cc: Fox, Alison (DPTI) <Alison.Fox@sa.gov.au>; Marwe, Travis (DPTI) <Travis.Marwe@sa.gov.au>; Tatarelli, Paul (DPC) <Paul.Tatarelli@sa.gov.au>; Smith, Tony (DPC) <Tony.Smith@sa.gov.au>; Healy, Mick (DPC) <Mick.Healy@sa.gov.au>; Dixon, Edward (DPC) <Edward.Dixon@sa.gov.au>

Subject: RE: Upcoming Lease Renewals - Electorate Office Portfolio

Importance: High

Good morning Chris,

As advised last month, the head lease at the **Virginia Horticultural Centre (Temp Waite EO)** with Hortex has been renewed and therefore are happy to place our current licence agreement on a monthly tenancy with either party providing two months' notice to terminate. The current term expires 4 May 2018.

In order to formally document this change on our system, could you please provide DTF's approval via return email to place this licence on a monthly tenancy?

As our accounts team are finalising the rental charges for May later this afternoon, if you are able to provide this approval as soon as possible that would be greatly appreciated.

Kind Regards

Angie Gazettas

Client Manager – Strategy and Relationships

Development Division - Property

Department of Planning, Transport and Infrastructure

T (08) 8343 2074 • M 0427 122 985 • E angie.gazettas@sa.gov.au

Level 6, 50 Flinders Street, Adelaide SA 5001 (Reception located on Level 5) • PO Box 967, Adelaide SA 5001 • DX 967 • www.dpti.sa.gov.au

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From: Gazettas, Angie (DPTI)

Sent: Friday, 2 March 2018 11:48 AM

To: Evans, Chris (DPC) <Chris.Evans@sa.gov.au>

Cc: Fox, Alison (DPTI) <Alison.Fox@sa.gov.au>; Tatarelli, Paul (DPC) <Paul.Tatarelli@sa.gov.au>; Smith, Tony (DPC) <Tony.Smith@sa.gov.au>; Healy, Mick (DPC) <Mick.Healy@sa.gov.au>; Dixon, Edward (DPC) <Edward.Dixon@sa.gov.au>

Subject: RE: Upcoming Lease Renewals - Electorate Office Portfolio

Good morning Chris,

Thank you for providing your comments below and the subsequent request forms for the Market Calls and some of the renewals. It is greatly appreciated.

In order to proceed with exercising the renewal terms at Ashford, Heysen, Bright and Hartley could you please forward Travis the relevant Agency Request forms by Monday if possible.

In addition to those, could you also provide comment (and provide relevant request forms) with respect to the following Electorate Offices;

Electorate Office	Address	Expiry Date	Notification Date	Renewal Comments	DPTI Recommendation	Agency direction
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Out of Scope

Out of Scope

DTF - Taylor	Virginia Horticultural Centre	04-May-18		Six (6) month extension available from 5 May 2018 until 4 November 2018. Please note, we are confirming with Hortex that they will continue to hold the Head Licence from 5 May 2018 – have followed this up today.	Agency Request form to be provided.	
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Should you have any questions regarding the above, please do not hesitate to contact me.

Kind Regards

Angie Gazettas

Client Manager – Strategy and Relationships

Development Division - Property

Department of Planning, Transport and Infrastructure

T (08) 8343 2074 • M 0427 122 985 • E angie.gazettas@sa.gov.au

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From: Evans, Chris (DPC)

Sent: Thursday, 1 February 2018 4:40 PM

To: Gazettas, Angie (DPTI) <Angie.Gazettas@sa.gov.au>

Cc: Fox, Alison (DPTI) <Alison.Fox@sa.gov.au>; Tatarelli, Paul (DPC) <Paul.Tatarelli@sa.gov.au>; Smith, Tony (DPC) <Tony.Smith@sa.gov.au>; Healy, Mick (DPC) <Mick.Healy@sa.gov.au>; Dixon, Edward (DPC) <Edward.Dixon@sa.gov.au>

Subject: RE: Upcoming Lease Renewals - Electorate Office Portfolio

Hi Angie

I've provided comments/intentions below in (Red) to the best of my knowledge at this point in time.

However as you can imagine there are many variables to consider prior to committing to any leasing terms prior to the first group of notifications required by 1 April 2018.

If helpful you can commence negotiations as detailed below however it is unlikely we'll be in a position to formally provide notification prior to the election results being known.

In addition to the above, can you please undertake market calls for the below mentioned electorates (as per the attached electorate boundary maps), as per normal requirements for electorate office accommodation.

- Black
- Colton
- Hurtle Vale
- King
- Lee (new electorate)
- Mackillop
- Mawson (new electorate)
- Reynell
- Wright

Should you have any queries with any of the above please call.

Regards

Chris Evans

Accommodation, Security and WH&S Manager

Electorate Services

Workplace and Business Performance

Supporting the Department of the Premier and Cabinet

and the Department of Treasury and Finance
Ph: 8429 0759 | Mob: +61 0429 097 767
chris.evans@sa.gov.au | www.dpc.sa.gov.au
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Department of the Premier
and Cabinet

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From: Gazettas, Angie (DPTI)
Sent: Thursday, 21 December 2017 12:30 PM
To: Evans, Chris (DPC) <Chris.Evans@sa.gov.au>
Cc: Healy, Mick (DPC) <Mick.Healy@sa.gov.au>; Dixon, Edward (DPC) <Edward.Dixon@sa.gov.au>; Fox, Alison (DPTI) <Alison.Fox@sa.gov.au>
Subject: Upcoming Lease Renewals - Electorate Office Portfolio

Good afternoon Chris,

I have compiled a list of the leases that will be coming up for expiry just after the State Election, which we will require to provide the respective Lessors with notification of our intention to exercise the existing right to renew.

If you are able to provide your comments with respect to DPC's intentions for the leases below that would be greatly appreciated.

Electorate Office	Address	Expiry Date	Notification Date	Renewal Comments	Agency direction
-------------------	---------	-------------	-------------------	------------------	------------------

Out of Scope

Out of Scope

Out of Scope

For the leases that DPC are confident will be renewed following the State Election, please fill out the attached Agency Request form so that I can instruct the Lease Negotiation team accordingly.

As there are a number of leases and potential moves to coordinate following the Election, any leases we can lock away prior will greatly assist.

Should you have any questions in relation to the above please do not hesitate to contact me.

Kind Regards

Angie Gazettas

Client Manager – Strategy and Relationships

Development Division - Property

Department of Planning, Transport and Infrastructure

T (08) 8343 2074 • M 0427 122 985 • E angie.gazettas@sa.gov.au

Level 6, 50 Flinders Street, Adelaide SA 5001 (Reception located on Level 5) • PO Box 967, Adelaide SA 5001 • DX 967 • www.dpti.sa.gov.au



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RICHARD MITCHELL REMOVALS AND STORAGE PTY. LTD.

21

Tax Invoice

Invoice No: 75958

Richard Mitchell Removals & Storage

P O Box 637, Plympton 5038

Ph: 08 8295 4511 Fax:

Email: accounts@richardmitchell.com.au

ABN: 97 105 930 354



Department of Treasury & Finance
200 Victoria Square
Adelaide SA 5000

Date: 20/04/2018
Removals No: 128917
Account No: 102328
Order No:
Payment Terms: 14 Days

393-9652-99-890-73331

From:	To:
Details: Attention Mick Healy Wednesday 11.4.18 Relocation of folding machine plus furniture from Wright Electorate Office to Virginia and same from Virginia to Wright Electorate Office as directed.	

Invoice Details

	Qty	Rate	Total (Ex)	Tax	Total (Inc)
Local-Office			1,185.00	118.50	1,303.50
Invoice Total		AUD	1,185.00	118.50	1,303.50

If paying by Direct Credit our bank account details are as follows:

Clause 7(1)(c)

Please use your invoice number as a reference

Note : Statements will only be supplied upon request

Total Tax: 118.50

Total: 1,303.50

Deposit/Payment Received: 0.00

Total Due: 1,303.50

Richard Mitchell Removals & Storage

P O Box 637, Plympton 5038

Ph: 08 8295 4511 Fax:

Department of Treasury & Finance

200 Victoria Square

Adelaide SA 5000

Invoice: 75958

Balance Due: \$ 1,303.50

Payment Method: ☐ Bank Cheque Only
☐ Direct Credit
☐ Cash
☐ Credit Card

Credit Card Payment Details:

Name on Credit Card : _____

Card Number : _____

Credit Card Expiry : ____/____ Card Type : _____

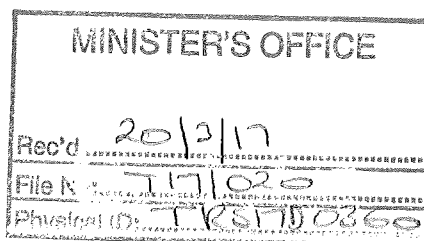
(a 3% levy applies to payments by American Express)

(a 1% levy applies to payments by Visa or Master Card)

Signature : _____

Date : _____

MINUTE



File ES17/0108
Doc No ES17D0046

To The Treasurer

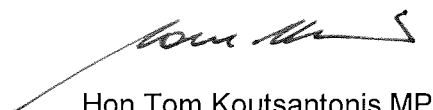
IMPLICATIONS OF RELOCATING (10) ELECTORATE OFFICES AFFECTED BY THE ELECTORAL BOUNDARIES REDISTRIBUTION

Timing: ROUTINE — For consideration

Recommendations/Issues: It is recommended that you:

- Consider including \$2M in the 2017-18 forward estimates for costs associated with relocating (10) electorate offices that are affected by the redistribution of electoral boundaries post the March 2018 election.

Approved / Not Approved

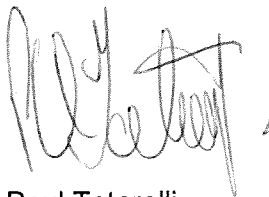

Hon Tom Koutsantonis MP
Treasurer
Minister for Finance

27/3 / 2017

Key Points:

- The redistribution of electoral boundaries will impact on a number of the House of Assembly Members electorate offices. The offices include Fisher, Davenport, Lee, Mawson, Mitchell, Napier, Reynell, Taylor, Waite and Wright Electorate Offices which are no longer situated within their new electoral boundaries post the March 2018 election.
- There will be some opportunity for electorate offices to be relocated into other existing electorate office locations post the March 2018 election - Davenport to ex Fisher, Fisher to ex Reynell, Taylor to ex Napier, Napier to ex Wright and Waite to ex Davenport.
- New tenancies would then need to be leased and in turn fitted-out for the Lee, Mawson Mitchell, Reynell, and Wright Electorate Offices.
- Where there will be two electorate offices in the one electorate it is assumed Elder, Kaurna and Ramsay will remain in their existing offices, Bright could relocate to ex Mitchell and Port Adelaide could relocate to the ex Lee Electorate Office. The Finnis Electorate Office (Kingscote) will become a branch office of Mawson.
- If all (10) electorate offices no longer situated within their electorate boundaries post March 2018 were granted approval to relocate to new office accommodation, an estimate of \$1.5M (\$150,000 per office) would be required for office fit-outs.

- As an estimate, a further \$0.5M would be needed for costs associated with the 'break and pay out' of existing leases, decommissioning works and other miscellaneous charges.
- The identification of suitable office accommodation within the new electorate boundaries for each electorate affected is problematic. The availability of suitable locations would need to be investigated through open market calls and should locations be identified, additional staff resources for Electorate Services would be required to affect the moves in a timely manner.
- It is anticipated that expenditure may not be incurred until the 2018-19 financial year, should suitable office accommodation be identified and approval granted for the relocations.
- It is recommended that you consider including \$2M in the 2017-18 forward estimates for costs associated with relocating (10) electorate offices that are affected by the redistribution of electoral boundaries post the March 2018 election.



Paul Tatarelli
MANAGER ELECTORATE SERVICES

17 March 2017

Contact Officer:	Mr Paul Tatarelli
Telephone:	8226 2995
Email address:	Paul.Tatarelli@sa.gov.au