



Department of
Sport and Recreation



Guide to shared use facilities

in the sport and recreation community

Our whole
community **wins**

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Department of Sport and Recreation

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Guiding principles

Overview

In 1992, a comprehensive review of the functional and financial relationship between state and local government was conducted under the *Better Government Agreement*. The aim was to deliver better, cost-effective services to the community by building cooperative planning, funding, development and management partnerships.

The agreed aims were to:

- Clearly define the roles and responsibilities between both tiers of government.
- Respond to community needs.
- Reduce government expenditure by minimising duplication.
- Improve financial arrangements between governments.

As an agreed outcome a Memorandum of Understanding (MOU) on Capital Resource Sharing (Education and related facilities) was executed in 1993 between the Premier, the Minister for Education and the President of the Western Australian Municipal Association (now the Western Australian Local Government Association) on behalf of all local governments.

The MOU established the agreed structure and processes required to ensure that capital works programs for education and related facilities are coordinated to maximise the quality and quantity of value-for-money services delivered to and available to the community.

In 1999 as a joint initiative with the Department of Education (DoE) and the Department of Local Government (DLG), the Department of Sport and Recreation (DSR) released an issues paper that raised awareness of processes for planning the joint development and use of shared facilities at schools and within communities.

In 2009, DSR established the Physical Activity Task Force (PATF) Schools Working Group (SWG) under the umbrella of Be Active WA (BEAC), with the Department of Education as a foundation member.

The Group's purpose was to manage and coordinate the implementation of a built environment strategy and aim to strategically support and influence physical activity, adding value to the work of other agencies.

In 2011, the SWG proposed to develop a standardised approach guide that would inform proponents and users on how to plan, develop and manage shared community and school facilities. The outcome of this collaborative work is this interactive guide - **A guide to shared use facilities in the sport and recreation community.**

Why share?

As the State's population rapidly grows, so too does the demand for community access to high quality services, resources and facilities. Schools present a unique opportunity to share significant public infrastructure and resources with local communities in addition to community infrastructure already provided by local government.

There is also an opportunity to share that infrastructure with other agencies and service providers, including local government.

What is unique about schools is the range of resources and facilities available to the community outside of school hours and on weekends. Extended community use of school facilities ensures a much greater return on a significant public investment.

The aggregating of resources and co-locating facilities that form community, education and recreation precincts ensures that government can deliver sustainable and accessible outcomes to the community and also drive cost efficiencies.

Why is a guide needed?

There are a number of source documents and policies across government that provide advice and guidance on the joint development and use of community and school facilities.

The key deliverable of this guide is to consolidate all of this valuable information into a single resource and reference point, capturing all the key elements of each stakeholder's strategic aims and objectives.

The key driver has also been the inconsistencies and uncertainties prevalent in current shared use practices. Whilst there are many individual arrangements and agreements between schools, local governments and the community, there is no standardised approach for developing shared use facilities.

The guide is intended to be descriptive, not prescriptive, providing advice and assistance to stakeholders who may be considering proposing to use school facilities or entering into a shared use arrangement.

The Guide is a living document, responding to:

- An ever-changing environment shaped by demographics and population growth.
- Access to and availability of facilities on school premises.
- Community expectation and need.
- Funding limitations and constraints and sustainable development.
- Management of shared assets and resources.

Shared use benefits

There are potentially significant benefits for maximising community and cross-government access to schools and public facilities.

Schools

The benefit to schools could be:

- The development of positive perceptions about schools and learning.
- The development of cooperation and goodwill in school, community and local government relationships.
- Increasing the opportunity for the broader community to access facilities and resources, which may not otherwise be available.
- Increased community awareness of school activities and empowering the community to own the facilities.
- Improved levels of security by out-of-hours use and passive surveillance, which can reduce vandalism.
- The potential for increased financial returns to the school and the students and the sharing of operating costs.
- Effective development of school and sporting club links providing extra-curricular recreational activities for students.
- Less duplication and better utilisation of facilities and services invested in school facilities and resources.
- To promote the school as a community hub and as a focal point for community services and activity.
- To maximise the return on significant public investment in well-designed infrastructure.
- To enhance community health and well-being by promoting, attracting and increasing participation rates.
- To potentially attract grant funding at local, state and federal government level for application to shared initiatives.

Local government and the community

The benefits to local government and the community could be:

- Enabling local government to better meet the growing needs and demands of emerging and existing communities.
- To allow local governments to partner with schools to better deliver outcomes for community health and wellbeing through enhanced access to a broader range of services and facilities.

- An increased capacity for schools to provide accessible community facilities because they have the existing infrastructure, which can both compliment and supplement local government infrastructure that may be under pressure.
- Minimising the duplication of facilities and resources by maximising public access.
- To facilitate the delivery of programs and activities where resources are limited by funding and isolation as in regional and rural areas.
- To maximise opportunities for cost-efficient sharing, including managing, maintenance, staffing and energy costs.
- To broaden community use by maximising the return on local government investment in community infrastructure.
- To deliver infrastructure earlier than anticipated by aggregating resources.

Principles and objectives

Department of Education

The principles for sharing school facilities are identified by the Department of Education as:

- Encouraging collaborative relationships between schools and communities.
- Improved utilisation of school facilities by community groups and educational providers is a legitimate and reasonable use of publicly funded facilities, enabling schools to better meet community expectations.
- Ensuring Principals are authorised to enter into agreements with outside parties to use school facilities and resources for a fixed term and value.

Local governments and communities

The guiding principles for local government and community users of shared facilities are considered as:

- A diverse group of users should have the ability to access a range of facilities, subject to capacity and demand.
- The facilities should be 'fit for purpose' to support the intended community use.
- The facilities should be open and accessible at the agreed times.
- There should be access to supporting amenities including toilets and car parking.
- Facilities should be maintained to appropriate and compliant health and safety standards.
- Playing fields and courts should be maintained according to location and frequency of use in compliance with health and safety standards.

Shared use delivery objectives

The principle need for shared use, the intended objectives and the required outcomes should be determined and agreed by all parties at the concept inception stage prior to the execution of any formal agreements.

To assist with that process, the following key objectives need to be considered and addressed, which includes though is not limited to:

- Providing new facilities or improving access to existing facilities for the community that maximises the conduct of cultural, social, recreational, sporting and other activities deemed necessary to promote education, health and well-being.
- Manage shared facilities equitably, affordably and appropriately to maximise community participation and access.
- Maintain shared facilities to the appropriate standard to maximise opportunities for bookings and utilisation and to promote availability and accessibility of the assets to the community.
- Deriving income from the use of shared facilities to be directed as agreed to schools and local government for funding educational programs and asset and facility maintenance.

In order to meet the principles and objectives identified, the following elements will need to be considered at the conceptual stage:

- Facilities are to achieve compliance with all statutory standards, codes and regulations and to be fit for purpose for community use.
- Operational roles and responsibilities for the orderly management of shared facilities must be clearly defined.
- Access to shared facilities must be universal for a broad range of users and user groups.
- Agreed hours of use and prioritisation of use must be clearly defined, which in the case of schools, is determined by each school's operational and student attendance periods.
- Where possible, fees and charges must be equitable, affordable and value the asset consumed for all users.
- Generate sufficient funds to maintain shared assets at the required standards and result in a dividend to the school when school premises are used.
- Co-contributions for operating and maintaining facilities must be fair and reasonable, commensurate with the frequency and period of utilisation and the level of management required to operate and/ or maintain facilities.

- The roles and responsibilities of service providers and users must be clearly defined in an approved shared agreement when applied to equipping, cleaning, servicing and maintaining facilities in serviceable order.
- The type and extent of insurance coverage must be clearly established and assigned to the appropriate stakeholder. It must be apparent to users what they are covered for and when they must arrange their own coverage for themselves or members of the community or school students, who they are conducting activities with or providing services to.
- An independent and orderly dispute resolution process should be established and confirmed in any shared use agreement.

What assistance will the guide provide?

Research has identified resources that influence the proper and orderly planning of shared facilities for the benefit of current and future generations. It indicates effective shared use has been dependent on the ability of community and school-based facilities to supplement or complement each other, addressing potential strategic gaps in service delivery.

A suite of planning tools has been developed to effect the basic principles of shared use that include fairness, transparency and equity.

The guide provides:

- Practical information about good governance
- Operational models
- Budgetary and financial commitments and agreements
- Management of competing interests
- Shared stakeholder vision
- Agreement terms and conditions
- Dispute resolution
- Tools and resources
- Design principles including:
 - » Entry and access points
 - » Place making
 - » Site management and security
 - » Functional objectives
 - » Building and asset management
 - » Checklist
 - » Roles and responsibilities.

The guide is directed at using and sharing facilities at existing established schools and proposing, planning and developing shared facilities at new schools.

The guide also informs stakeholders or proponents about the fundamental principles of shared use and shared facilities.

The essential elements of the guide are:

Planning shared use

- Outlines the fundamental drivers and principles that initiate and conceive shared use proposals.
- Provides advice on all aspects of strategic planning of shared facilities including land assembly, partnerships, funding and procurement timelines.
- Guides stakeholders through the process to acquire shared facilities.

Governing shared use

- Provides advice on establishment of policies and continuous monitoring of their proper implementation by the members of a governing body that manages shared facilities.

Managing shared use

- Provides guidance on operational practices and the appropriate management of shared assets.



Shared use facilities – new schools

Opportunities – new schools

The Department of Education builds new schools in response to population growth and development. Currently, one government primary school is built to service every 1,500 housing units and one government secondary school is built to service 6,500-7,000 housing units, which is equivalent to four or five primary schools.

Every new government primary and secondary school has a suite of facilities that provide opportunities for recreation, sporting and associated community activities. These include sports ovals and playing fields, sports halls and multi-marked hard courts.

These facilities may offer opportunities for local government to join with the Department of Education to consolidate resources and funding and share in the development and use of specific facilities or enhance the standard provision of school-based facilities to provide a broader community benefit for accommodating more active sporting participation.

Where a new school is co-located with shared public open space, both the local government and the Department of Education will enter into a joint arrangement to plan and develop shared facilities to achieve a mutually beneficial outcome for both the school and the community.

Together with the completed facilities at a new school and the provision of facilities on a shared public open space, both the school and the community will have access to comprehensive passive and active facilities that support school-based activities and organised or incidental sporting and physical activity.

Facilities at new primary schools

A new primary school is designed in accordance with the Department of Education's standard pattern design brief (Primary School Brief), which determines and prescribes the size and type of facilities to be provided at each school. This allows for a rapid construction and delivery timeline, which is generally a minimum of two years from the ministerial announcement to the opening of the school, with the complete school built in a single stage.

Therefore it is recommended that early forward planning of shared facilities is initiated anywhere from three to five years minimum in advance of the development of the school. It may be possible that co-located shared public open space facilities are delivered in advance of the primary school to meet more immediate community demand.

The location of a school may be an important consideration where some outdoor facilities need to be enhanced in response to unique local conditions such as the environment and climate. For example, the basketball court at a primary school located in the northwest of the State may require roof cover to allow for safe use both during and outside school hours.

Climate responsive solutions are one area of opportunity where local governments can contribute to enhancing standard school-based facilities or expand facilities to meet higher specifications or the demand for organised competitive sports.

Facilities schedule – primary school

Every new primary school will have facilities, particular in nature, size and purpose, which may be suitable for community or third party use for recreation or physical activity. The facilities currently provided at a primary school, which accommodates Kindergarten to Year 6 students in the 4 – 11 year old age group, includes but may not be limited to:

- A junior football oval 118 x 84 metres, including over-run, and generally on a preferred north-south alignment.
- A concrete cricket pitch, centrally located on the oval and finished with synthetic turf.
- Two cricket practice nets generally attached as a composite of the hard courts and on the edge of the oval where possible and opening out onto the oval.
- Two multi-marked basketball/netball courts with an acrylic finish 30 x 15 metres (41 x 37 metres with over-run) overlain at right angles with two tennis courts.
- A covered assembly building up to 280 sqm² in area, which can be used for physical activities.

Facilities at new secondary schools

For secondary schools the Department of Education has developed a Planning Guide which is more descriptive in nature but still defines the size and type of facilities to be provided. The delivery timeline for a secondary school is generally a minimum of three years from announcement to opening.

Early forward planning of shared facilities will need to commence a minimum of four to six years prior to the development of the school. Secondary schools may be built in two stages, with the first stage comprising of facilities to accommodate a starting enrolment of Year 7 students in the foundation year.

The first stage generally includes the construction of the senior oval, four multi-marked hard courts and the sports hall. The final complement of physical activity related facilities that are delivered in the second stage include the hockey/soccer playing field and four more hard courts.

Again as with primary schools, it may be entirely possible that co-located shared public open space facilities may be delivered in advance of the secondary school to meet more immediate community demand for active open space and community facilities.

The location of a secondary school may be an important factor when considering the conduct of some outdoor activities. Fortunately, secondary schools have an indoor, all weather covered basketball court that will better respond to unique local conditions impacted upon by climate.

Enhancing other outdoor facilities, such as hard courts by providing roof cover, may be considered to build greater capacity for year-round use. This is an area of opportunity where local governments can contribute to improving school-based facilities or expand facilities.

Facilities schedule – secondary school

Secondary schools are provided with higher end facilities, which suit the more senior 12 – 17 year old age group. As with primary schools, each new secondary school will contain facilities that are particular in nature, size and purpose and which may be suitable for community or third party use for recreation or physical activity.

The facilities that may be accommodated at a particular school may include, but may be not limited to:

- A senior football oval 173 x 143 metres, including over-run.
- A hockey/soccer field 100 x 61 metres, including over-run.
- A concrete cricket pitch, centrally located on the oval and finished with synthetic turf.
- Two cricket practice nets generally attached as a composite of the hard courts and on the edge of the oval where possible and opening out onto the oval.
- A sports hall up to 608sqm in area (equates to 37 x 19 metres in size), which accommodates a basketball court with over-run.
- Two multi-marked basketball/netball courts up to 30 x 15 metres (with over-run possibly up to 41 x 37 metres) overlain at right angles with two tennis courts. Generally, courts have a bitumen or acrylic finish.
- Additionally, four to six tennis courts co-located with the basketball/netball courts and also generally finished in bitumen or acrylic.

Note

- There will be a number of general purpose learning areas and some seminar rooms at each school that may be suitable for meetings, seminars or the like.
- The ability to accommodate all these types of facilities at an existing school will be dependent on the school site having sufficient developable land area.
- In some instances these facilities may be wholly or partly off-site as part of or all of co-located local government public open space that the school has access to under a joint arrangement confirmed by a licence agreement that contains terms and conditions for shared use.
- The amount of incidental grassed and/or paved areas available in an existing school for passive recreation and socialising space varies from school to school and is dependent on site size and topography.
- Toilets at primary and secondary schools may be made available at the Principal's discretion.
- Universal access toilets are generally available at all schools. Specialised universal access bathrooms and other facilities will generally be only available where the school has an education support centre on-site or is a designated education support school.
- Secondary schools generally have change rooms and again it will be at the Principal's discretion if these facilities are made available to third party users.

The benefits of good planning

The delivery of shared use infrastructure, wherever possible, needs to be considered fully in advance of the development of a school and the associated community facility, preferably prior to the design of both projects. Evidence suggests that where pre-planning occurs, the ownership by a broader range of stakeholders, partners and user groups is better understood and maintained.

Stakeholders ultimately act as positive project advocates, ensuring that the benefits to both the community and the school will be maximised and the best return on the shared investment will be achieved.

If the core elements of a shared use project are addressed in the earlier stages of a project then it is more likely that the final outcome will benefit from this proactive planning, avoiding any uncertainty related to unresolved issues.

Core elements of a shared use development

Some key early planning issues associated with the development and use of shared use facilities that need to be considered are:

- Funding certainty and future budget allocations that will collectively cover actual shared use development, operational and management costs.
- Allowing for potentially different project delivery timelines and confirming future funding commitments from all parties.
- Negotiating and agreeing on the scope of work and proportional contributions for developing and maintaining the shared facilities.
- Establish good governance principles to ensure the shared facilities will be properly managed and maintained.
- Clearly determine roles and responsibilities of all stakeholders that will be applicable during different phases of the project from inception to operation.
- Determine the size, type, profile and standard of the shared facilities to meet the educational needs of the school and the recreational and physical activity demands of the community.
- Develop review processes that can measure use, demand and performance of shared facilities, ensuring continuous improvement and attention to emerging or changing needs, amendments to statutory governing regulations and codes.
- Agree on terms and conditions for priority use and operational hours that are assigned to the school and to community use, both during and after school hours.
- Carefully consider all duty of care and occupational health and safety issues that may be affected or influenced by the sharing of facilities, either wholly or partially located on a school site or co-located community open space.

Facility design

There are a number of essential ingredients when designing new schools, which may or may not be integrated with co-located community open space and includes shared facilities within the scope of a joint arrangement. These include:

- Efficient and effective land use that maximises the developable area of the individual stand-alone or combined sites.
- Delineation between secured education land and public access land.
- Clearly defined school access and public access points, avoiding any confusion or undesirable public access or thoroughfare through the school.

- Integration of the school with the community and a seamless interface with shared public open space, when co-located with a school.
- The agreed type, size, specification, standard of finish and accommodation provided for shared facilities is to satisfy education service delivery requirements and community demand for services.
- Construction methodologies that minimise maintenance and recurrent costs and infrastructure and services that promote responsible and sustainable energy use.
- Community and stakeholder engagement to ensure short, medium and long term demands, objectives and needs are satisfied and met by the development of shared facilities.
- Final product is to be within budgetary constraints, whilst exploring innovative design solutions that deliver the most cost efficient outcome.

Good design will be enabled by good communication and processes established at the inception of the project. For new schools, the education delivery model should be established well in advance of the project.

If shared use facilities are a component of a new school then representatives from the Department of Education, from the school (once appointed) and the local government should consult extensively and collaboratively with each other, whilst engaging with the broader community and interested stakeholders. Through the design process, all participants must focus on:

- Clearly establishing an agreed scope of work.
- Agreeing on equitable and proportional capital and recurrent cost contributions.
- Determining priorities, objectives and outcomes.
- Identifying development and delivery timelines.
- Developing good governance and management principles that will support the operational functions.
- Preparing maintenance regimes.
- Accommodating universal access.
- Encouraging and promoting physical activity and social interaction.
- Ensuring occupational health and safety, security and duty of care concerns are addressed.
- Maximising public access and use.
- Acknowledging roles and responsibilities.
- Defining terms and conditions of use.
- Establishing the standard, quality and level of accommodation required.

This focus should be maintained throughout the project by all stakeholders and beneficiaries to derive the greatest shared benefit. An awareness of the key elements that guide the design will ensure that:

- Essential requirements are accurately reflected in the final product.
- There's scope for innovation and contemporary design solutions.
- The process encourages decision making that can deliver the very best sport and recreation-focused outcomes.

Requirements related to specific sports and recreational activities, including circulation space and external areas, will drive the design of the shared open space component including the ancillary facilities and amenities.

It is recommended that initial design planning begins at a very conceptual level. This prepares the broader strategic footprints of the facilities in order to develop each inter connecting component in more detail, encouraging the integration of all stakeholder requirements and design elements.

Considerations when designing shared use facilities on school premises

It is critical due consideration is given to a number of important factors when undertaking design work on shared facilities that are wholly or partially located on school premises.

It is not this guide's intention to provide specific and detailed design instruction about specific facilities and requirements for individual sports, but to highlight some basic principles of shared use design. General principles listed can be related to both school premises and community open space and be a shared or individual responsibility of the Department of Education or local government.

Some of those principles include:

- Establishing at local government level, using a gap analysis, the current and future recreational needs of an established or emerging community.
- Investigating the site location and context to ensure that sufficient land area is identified and set aside in the planning process to ensure that the full complement of facilities can be accommodated on both the school and the open space.
- Acknowledging local conditions such as the location and type of housing, proposals for commercial and retail centres and the provision of other community facilities, for example, which may determine entry and access points and building locations.
- Shared use buildings or facilities on school sites should be located where possible on the edge of the site, making them highly visible and accessible by the public.

- The grouping and positioning of buildings, shared use or otherwise, should encourage passive after hours surveillance.
- Exploring opportunities for combining resources consolidating car parking areas on both school and open space sites to create a critical mass of bays that can be utilised by the school during school hours and by the community out of school hours and on weekends.
- Pro-actively lobbying for the provision of effective and functional links to transport networks such as public transport routes, cycle routes, and footpaths to and around public open space and school sites using road reserves and dual use pathways of sufficient carriage width.
- Ensuring site profiles and configurations will allow a north-south orientation and alignment for ovals and sporting fields, thereby avoiding restrictions on the developable area of the school and the open space.
- Where possible to employ sound environmental values by retaining trees and other elements of the existing natural environment as long as it does not impact on the use and enjoyment of the facilities by the school and the community.
- Avoiding communal drainage solutions being proposed on school sites and being contained on open space land, significantly compromising the functionality of the remaining space.
- Promoting the provision of sites with manageable topography that encourages universal access and limits level changes between the school and the open space.
- Planning for emergency vehicle access to service both the school site and the open space area.
- Ensuring access points and pathways for public access are clearly defined and identifiable and delineated from the more secured access to the school to comply with duty of care and security requirements.
- Attending to site management and site security, which is paramount for encouraging high utilisation of shared facilities.
- Clearly identifying shared used facilities that have public access during school hours, thereby eliminating any confusion with school-specific facilities where public access is not permitted or limited. This also applies to car parking and other service areas using signage that defines access and use.
- After-hours security lighting that provides adequate exposure without impacting on adjoining residents – this includes sports lighting that must have limited impact on the community.

- Specifying durable and resilient materials that support safe environments and low maintenance values.
- Designing and supplying of sensible and sustainable landscaping that is low maintenance and low water use and is of a height that does not limit or restrict surveillance.
- Avoiding where possible, zones and areas that are screened from public view and presenting opportunities for anti-social behaviour.

General shared facility operational design and management

In addition to basic sound design principles, there are a number of other aspects which need to be considered that are specific to operating and managing shared facilities. These aspects should be considered during the detailed design when resolving operational specific issues matters, which may include:

- Establishing actual or potential users and frequency of use from casual to regular as this may determine the quality and comfort of finish and service that will attract initial use and sustain regular use.
- Acknowledging the significant age range of both school-based and community users and determine how this may impact on the scale and provision of amenity and the duty of care and safety issues where children may be co-users at the same time that adults are enjoying the benefits of the shared facilities.
- Recognising that the scale, quantity and provision of facilities at primary schools will be very different from those at secondary schools, again because of the age difference, which suggests careful consideration must be given to co-locating shared community facilities with more adult orientated secondary schools where possible.
- Incorporating flexibility into the design to allow separation of students from the public when activities are being conducted concurrently.
- Understanding that the management regimes and protocols of a government school may be very different from the management practices of a local government when shared facilities are involved as both parties may have to comply with a differing variety of acts, regulations, codes and policies.
- Cleaning and maintenance practices can be quite different at schools when compared with those expected at shared community facilities ie shared public ovals, for example, will be maintained at a much higher standard than a school oval because of regular sustained use resulting in more wear and tear.

- Accommodating sufficient secured storage areas where required at both the school and the community facility to ensure all user needs are met by any shared arrangement.
- Specifying materials to meet the requirements of multiple-use eg a school based sports hall may be used as an examination venue and as a training and competition venue so the sports flooring will need to be protected or be suitable to accept tables and chairs.
- Consider incorporating amenity specific for spectators, such as demountable seating or external terracing that will be beneficial to both school-based activities and community events involving sporting or physical activity.
- Using materials and surface finishes that allow safe and unhindered universal access.
- Providing clearly identified universal access parking bays that are located in close proximity to shared facilities.
- Using materials with highly visual tones and colours, which both emphasise and delineate access points to the school and the shared facility.
- Locating and consolidating car parking areas, as required, that serve shared facilities and in sufficient quantity to derive a shared benefit for school hour use and after hours use.
- Installing strategic lighting for after-hours use that welcomes users and heightens the perception of a safe and secure environment for all operating, maintenance and management staff and members of the public.
- Ensuring vehicle access points are highly visible and safely entered with direct access to parking areas that are evident but discrete with sensitive landscaping that reduces the visual impact without limiting or compromising the passive or active surveillance of these areas.



Additional project development and building design information

There's a wide range of design, spatial requirements and technical guides available for informing stakeholders of specific individual sports and community facility types that are relevant when planning and developing public open space that is co-located with a school and will be the subject of a joint arrangement.

These are generally available through DSR and should be used as the basis of the requirements for any sports provision and include:

- **[The Facility Planning Guide – Sport and Recreation Facilities \(2007\)](#)**

An overview of the facility planning process for a specific sport or recreation facility. It identifies the stages involved in the facility planning process, the key principles of facility provision, highlights the benefits of joint and shared facilities, identifies sources of capital funding and references various facility planning resources.

- **[The Asset Management Guide](#)**

A series of practical tools to assist with the development of a facility asset management plan.

- **[The Decision Making Guide](#)**

Assists facility planners in determining the need for, and feasibility of, community sport and recreation services. The model in this guide can also be structured to apply to program-based solutions.

- **[Management Plan Guide](#)**

Provides advice on the development of a management plan which is designed to deliver a project during the set-up phase and for the lifetime of the project

- **[Life Cycle Cost Guidelines](#)**

Provides the tools needed to develop life cycle cost reports that will be used by DSR as it considers publicly-owned or funded facilities. It advocates a standardised analysis and reporting process to ensure a timely and accurate technical review of a facility or project.

- **[Sports Dimensions for Playing Areas](#)**

A guide to the dimensions required for all indoor and outdoor playing surfaces, including run-off for safe play.

Shared use existing school facilities

Context

The Department of Education has more than 770 government schools located throughout the State in both metropolitan and regional areas.

Each school has facilities suitable for use by the community for the purpose of recreation and physical activity.

These facilities will vary from school to school, depending on the type of school, the age of the school and whether it is a primary school, a secondary school or a district high school.

Primary schools for example will generally have a junior size oval, two outdoor multi-marked tennis, netball and basketball courts and a covered assembly building that includes a canteen.

Secondary schools will generally have a senior size oval, eight outdoor multi-marked tennis, netball and basketball courts, a cafeteria and an indoor sports hall that accommodates a single multi-marked basketball court.

The use of school premises provides opportunities for the development of valuable partnerships to jointly use or share facilities under agreements with communities and local governments.

The Department of Education has currently entered into nearly 250 individual leased or licenced joint agreements that permit the use of school facilities or the reciprocal use of community facilities.

Many schools have entered into individual arrangements with sporting teams, clubs and community groups for the use of facilities on school premises. These arrangements are generally for a one-off or incidental use or a seasonal or more regular short term use.

Policy and guidelines

In regard to the use of facilities at existing schools, the Department of Education has developed a policy, [Community Use policy](#). This link also includes other links to:

Legislation

- [School Education Act 1999](#)
- [School Education Regulations 2000 \(WA\)](#)
- [Working with Children 2005](#)

Policy

- [Alcohol on School Premises](#)
- [School Security](#)

This policy informs school principals about the responsible use of school premises for recreation and other purposes.

The policy confirms that school principals, within their scope of authority delegated under the [School Education Act 1999 \(WA\)](#) may allow the use of existing facilities on their school premises by third parties if the use:

1. Is non-education in nature.
2. Does not interfere with the normal operations of the school.
3. Won't adversely affect the safety or welfare of students and school staff.
4. Does not result in property damage on the premises or excessive wear and tear requiring maintenance of the premises.
5. Has no impact on the community or the surrounding neighbourhood.
6. Of the land complies with the approved zoning.
7. Causes no conflict of interest between the user and school staff, school board members or Parent and Citizens Association office bearers.
8. Does not conflict with the ethos and values of the school or otherwise adversely affect the school's reputation.

This policy does not apply to the proposed use of school premises if:

1. A joint arrangement, lease or partnership agreement is required.
2. Expenditure is to be incurred by the Department of Education.
3. New or additional facilities are required to accommodate or facilitate the proposed use eg permanent or transportable buildings or additions to existing buildings.
4. The modification of existing facilities is needed eg alterations to existing permanent or transportable buildings.
5. The provision of additional services or infrastructure is required eg power upgrade, data/phone system expansion etc.
6. Making good to school property is required after each use.
7. Maintenance expenditure is incurred due to excessive wear and tear.

The policy is accompanied by a number of guiding documents that supports the implementation of and compliance with the policy and both informs principals and members of the community about the process required for considering and assessing proposals seeking permission to use facilities on school premises.

As the designated site manager of a school, a Principal has ultimate responsibility for determining if the proposed use of his or her school will comply with the policy and thereby ensuring a shared benefit will be enjoyed by both the school and the community.

A Principal can decide what activities can be conducted and what services can be delivered on school premises. They should assess each request on its merits and give due consideration to the relevant acts and applicable policies, which inform their decision making and risk assessment and management process.

Insurance

One of the most commonly asked questions is insurance. This link explains insurance regarding schools and shared use. <http://det.wa.edu.au/policies/detcms/navigation/finance-and-administration/insurance/>

Risk management

Overview

A critical element when considering allowing the use of facilities on existing school premises are the risks associated with third party use. The school can be potentially exposed to unforeseen or unnecessary risk, which can:

- Potentially mean school governing bodies and the Principal are in the position of having acted unlawfully.
- Confer unintended legal rights and obligations that are difficult to mitigate or terminate.
- Create unforeseen management and financial issue that may be detrimental to the school's ongoing operations.
- Compromise the educational focus of a school.

A number of the risks associated with making schools available for shared use (ie health and safety, child protection and additional security concerns) are also relevant to other community facilities and infrastructure, where the proposed use is outside the traditional or intended purpose or use.

Determining risk

A number of key considerations need to be addressed when determining the risk associated with a proposal to use school facilities.

The over-riding question is whether the Principal/responsible management body (as the entity responsible for day-to-day health and safety on a school/community site/facility) is prepared to accept the risks associated with the new user group. A new user may give rise to new risks that will need to be addressed through alterations to premises or the way in which they are managed. The following Risk Assessment template identifies the additional questions to be asked.

Risk assessment

Principals must conduct a risk assessment prior to granting permission for an approved use of school premises by third parties. The assessment must ensure the impact on the key issues of occupational health and safety and child protection are addressed.

The issues that need to be considered include, but are not limited to:

- The proposed use of the site.
- Whether the facilities to be used are fit for this purpose.
- Whether the proposed use is legal and in keeping with the requirements of the Department of Education and the school's purpose and goals.
- Whether the third party is a suitable person, organisation, club or association to enter into an arrangement.
- The roles and responsibilities of the third party organisers and participants.
- The supervision of children on the premises, including playing fields or ovals, play equipment areas, changing rooms, toilets and car parks.
- The condition of the premises and associated infrastructure and equipment.
- Emergency response plans, including access to a phone and first aid equipment.

As it is the responsibility of the Principal to grant permission for a proposed use, it is reasonable for the Principal to expect that potential users will provide full disclosure of the intended activity or activities to be conducted and the service or services to be provided on-site to allow a fully transparent risk assessment process.

The following checklist is provided to assist with an understanding of associated risks and a methodology for assessing risks.

Risk assessment checklist

Considerations	Yes	No	N/A
Are the premises in their existing form and condition suitable for the uses proposed or will adaptations and/or alterations be needed?			
Will the proposals, including any foreseeable future intensification of use, impact on the delivery of education to pupils?			
Are there effective traffic management controls to moderate the vehicular and pedestrian access in and around the school having regard to the activity period associated with the intended use?			
Are adequate security and child protection measures in place?			
Has fire safety been adequately considered?			
Will the use discriminate against people with disability and will the premises limit universal access?			
Will the premises need to be altered or added onto in any way to facilitate the use of the premises, thereby incurring school or Department of Education expenditure?			
Will it be necessary to incur additional expense if specialist advice is required and sought to help manage complex and potentially disorganised activities?			
Will the use of the premises result in excessive wear and tear requiring school or Department of Education funds to be directed towards additional unnecessary maintenance expenditure?			
Does the intended use involve a swimming pool located on the premises and has the proponent demonstrated that all statutory compliances have or will be met?			
Has appropriate third party insurance coverage been provided by the proponent?			
Has consideration been given for reimbursing the school for energy and water consumption that is expected to be generated by the proposed use?			
Have appropriate approvals been granted and policies been complied with when granting permission for an approved use eg consumption of alcohol?			
Have mandatory child protection requirements been complied with?			
Has the proponent demonstrated a financial capacity sufficient for the proposed use?			
Are appropriate and sufficient resources being applied to manage the activity or provide the service and if not requiring the school to assign or re-assign their own staff and resources?			

Roles and responsibilities

The roles and responsibilities in respect of risk associated with the use of facilities on school premises will vary according to the use proposed. In respect to the use of facilities on existing schools, the main roles and responsibilities include:

- Department of Education: Ensure familiarisation with, adherence to and application of Department of Education policies.
- The school Principal: Undertake the risk assessment and manage risk mitigation measures on their school site in the role as the site manager.
- School governing body: Ongoing review of the risks associated with the use of school premises and ensure risk mitigation measures on site are appropriately adapted and modified.
- Local government: To familiarise themselves with and adhere to requirements of the schools risk management plan.
- User groups: To familiarise themselves with and adhere to requirements of the schools risk management plan.

What facilities might be available on the premises of existing schools?

Overview

The type, quantity and size of the facilities at existing schools will vary due to the type of school, the age of the school and the location of the school.

The type of school will determine the size of a particular facility such as an oval that will be, in the case of a primary school, a junior size of up to 118 x 84 metres in size, and in the case of a secondary school, a senior size of up to 173 x 143 metres.

The age of the school may suggest a smaller site area that may not have a full complement of facilities and therefore, for example, contain smaller ovals and playing fields. This is particularly evident at inner city schools that probably would have been built in a much earlier era.

The location of a school may have required some outdoor facilities to be enhanced in order to suit the local conditions and the local climate and ensure they can be used during all hours and in all weather conditions eg a covered basketball court at a school in a north west locality.

Third parties considering seeking permission to use facilities at an existing school will need to satisfy themselves the facilities will be sufficient and suitable for their needs.

Facilities schedule – existing schools

Every existing school will have facilities, particular in nature, size and purpose, which may be suitable for community or third party use for recreation or physical activity. The facilities that may be accommodated at a particular school may include, but is not limited to:

Primary and district high school

- A junior football oval up to 118 x 84 metres, including some over-run.
- A concrete cricket pitch, often centrally located on the oval and possibly finished with synthetic turf.
- Two cricket practice nets on the edge of the oval and generally opening out onto the oval.
- Two multi-marked basketball/netball courts up to 30 x 15 metres (with over-run possibly up to 41 x 37 metres) overlain at right angles with two tennis courts. Generally, courts have a bitumen or acrylic finish.
- A covered assembly building up to 280 sqm² in area, which can be used for physical activities.

Secondary school

- A senior football oval up to 173 x 143 metres, including some over-run.

- A hockey/soccer field up to 100 x 61 metre, including some over-run.
- A concrete cricket pitch, often centrally located on the oval and possibly finished with synthetic turf.
- Two cricket practice nets on the edge of the oval and generally opening out onto the oval.
- A sports hall up to 608sqm in area (equates to 37 x 19 metres in size), which accommodates a basketball court with over-run.
- Two multi-marked basketball/netball courts up to 30 x 15 metres (with over-run possibly up to 41 x 37 metres) overlain at right angles with two tennis courts. Generally, courts have a bitumen or acrylic finish.
- In addition, four to six tennis courts co-located with the basketball/netball courts and also generally finished in bitumen or acrylic.

Note

- There will be a number of general purpose learning areas and possibly some seminar rooms at each school that may be suitable for meetings, seminars or the like.
- District high schools having more than 600 students should ideally have a senior-size oval (dependent on water availability) and a third basketball/netball court.
- The ability to accommodate all these types of facilities at an existing school will be dependent on the school site having sufficient land area.
- In some instances these facilities may be wholly or partly off-site as part of or all of co-located local government public open space that the school has access to under a joint arrangement confirmed by a licence agreement that contains terms and conditions for shared use.
- The amount of incidental grassed and/or paved areas available in an existing school for passive recreation and socialising space varies from school to school and is dependent on site size and topography.
- Toilets at primary and secondary schools may be made available at the Principal's discretion.
- Universal access toilets are generally available at all schools. Specialised universal access bathrooms and other facilities will generally only be available where the school has an education support centre on-site or is a designated education support school.
- Secondary schools generally have change rooms and again it will be at the Principal's discretion if these facilities are made available to third party users.

- Whilst not being a standard design brief provision at either a primary or a secondary school, many schools independently provide long jump pits, which are often located on the edge of the oval.

Can facilities on the premises of existing schools be improved or expanded?

It is possible facilities at an existing school may be improved in response to a specific educational need that develops over time once a new school has been established or an existing school has been established for some time. It may also be as a result of an emerging community need in response to growth in a particular sport or physical activity that's governed by local demographic characteristics such as age, social focus and cultural backgrounds.

A new school may be approached by the community it serves to use its facilities for a particular sport, such as hockey for example, as there is a high demand for this sport across all ages in a particular locality. Arrangements are made and agreements are entered into for a local club to use the appropriate facilities, which will be more evident at a secondary school.

The school may then have an opportunity to develop targeted curriculum paths for students that focus on a specific sport by creating academies that flourish with the support of State Sporting Associations and local clubs and teams. These academies have the potential of providing sports development hubs that are part of a specific State-wide sporting excellence development strategy.

The expansion or improvement to facilities at existing schools to accommodate a higher level of competition or an elite sporting pathway, may require a considerable capital investment for built facilities and an increased land take required for additional or expanded facilities. Using more school land may limit further future expansion of school specific facilities to meet the demand of increasing or peak enrolments.

A proposed enhancement of existing school facilities may attract Federal, State and local government funding from programs that sporting associations and clubs may be eligible to apply for. In all cases, the Department of Education is unable to fund the expansion of existing facilities unless it is the subject of a third party joint arrangement.

The management of schools, both for building and maintaining, comes under the auspices of Building Management and Works (BMW), the state government agency solely responsible for arranging improvements, alterations or additions to Department of Education-owned buildings on school sites. All such work will need to be approved by both the Department of Education and BMW and built under BMW's management.

All new work on an existing school site will require statutory approvals and be required to meet all applicable building codes and regulations. No new building work or modifications to existing buildings at schools can occur without prior permission being sought and given by the Department of Education and BMW.

A considerable degree of early forward planning is recommended as historically projects of this nature can have lengthy timelines from the concept to the delivery phase. Early establishment of funding sources and availability of funds is also essential for successfully facilitating better amenity at a school that supports and encourages participation in all or specifically targeted sports.

Who do I contact?

When considering seeking permission to use facilities on the premises of an existing school, it is recommended that contact is made with the school in the first instance to discuss a potential use and then meet with the Principal to present the proposal in more detail.

The Department of Education's [Schools Online](#) portal directs the public to a complete directory of public schools, with associated contact details and addresses. It is recommended the local school is contacted when exploring opportunities for community and shared use of facilities on the premises of an existing school.



Planning shared use

Introduction

The development and use of shared facilities must be supported by comprehensive joint use agreements that establish operational and management roles and define responsibilities for capital and operating recurrent cost contributions.

Planning for shared use

The development and use of new shared infrastructure at new schools and co-located open space projects requires well considered and informed early forward planning, whereas shared use of existing school facilities can be immediate and subject to the agreed terms and conditions of use.

Early collaborative planning is central for ensuring the best possible service and infrastructure outcomes, delivery timelines and return on the significant shared investments.

The guiding principles and key considerations of this approach include:

Consideration 1: Community and government participation

Consideration 2: Infrastructure needs

Consideration 3: Location and facilities

Consideration 4: Agreements and governance

Consideration 5: Maintenance and improvements

Consideration 6: Operations and utilisation

When planning schools and community facilities, government and community participation is essential during the planning and design process.

Consideration 1: Community and government participation

Planning of government schools by the Department of Education can often occur well in advance of the development of schools, with long lead times in excess of, in some cases, 15 years or more.

Future school sites are identified in the planning process framework as a response to the lot yield of development and at a frequency prescribed by various statutory documents, including Development Control Policy DC 2.4 and Livable Neighbourhoods: Element 8.

Generally, there is one primary school for every 1,500 lots and one secondary school for every 7,000 lots with a servicing cluster of four primary schools. Primary schools, where possible, are located at the centre of their catchment or local intake areas. It is preferred that secondary schools are also central to the applicable local intake area.

It is during this process that school sites and public open space are ideally co-located in response to the strategic community service provisions of local government, which also requires considerable lead times to plan and secure sufficient infrastructure for future communities.

With the development of new schools, community consultation generally occurs at the procurement and delivery phase, which for primary schools begins two years before opening and with secondary schools it's three years.

Community participation occurs at the master planning and schematic design stages of a new school project in the form of the Project Consultation Group (PCG) that comprises of at least one member of the future school community and one Principal from a neighbouring school.

With major infrastructure projects at existing schools, generally a member of the School Council or the Parents & Citizens Association is represented on the PCG. In most cases, the schematic design of a new school or major refurbishment or replacement project at an existing school is formally presented at a community meeting.

When a school project involves co-located shared playing fields and facilities, it is recommended that forward planning is coordinated with the local government and direct liaison occurs with recreation and facilities planners.

A primary school is currently designed to the Department of Education's standard pattern format and prescriptive brief and generally has a generic layout and footprint of buildings and facilities located on the site. Therefore, within that constraint there is limited opportunity to significantly change the layout but with sufficient scope to make all buildings and facilities available for community use.

When primary schools are co-located with community facilities there is sufficient flexibility in the master planning process to integrate the school design particularly with shared ovals including for example, positioning car parks that can be shared by the school and the community.

With secondary school designs, the Department of Education is yet to establish a standard pattern design or layout. There's a descriptive brief that outlines individual room requirements.

There's sufficient scope within the design to locate buildings that can potentially have high value community use, for example a performing arts centre, along the various street frontages of the site to maximise community access.

Other facilities such as the library that could be used shared as both a community and school asset, is generally positioned centrally to the school and possibly located on the floor above the café. If the library is to be used as a community facility then it will need to be positioned on a street frontage for seamless community access.

When schools are co-located with shared open space and supporting community facilities then it is highly recommended that a facilities planner from the applicable local government authority is invited onto the PCG to ensure constructive and cooperative planning of shared facilities.

Both primary and secondary schools have a variety of general and special purpose rooms and spaces that could potentially meet community infrastructure needs.

However, early community involvement, including that of the local government will add value to informing a schools design that achieves a higher level of community benefit, functionality and serviceability.

Consideration 2: Infrastructure needs

Local governments conduct extensive research and consultation with community and sporting groups when preparing their Integrated Community Planning plans to incorporate community infrastructure and assets. A number of key indicators will also be applied in the forward planning process of infrastructures needs including:

- Socio economic and cultural factors.
- Financial and resource capacity planning.
- Age and demographics.
- Population census data and future growth projections.
- Range of sports and activities and associated specific requirements.
- Audit of existing facilities that can be complemented or replaced by new or upgraded infrastructure.

This analysis is used to potentially align future needs with infrastructure provisions planned accordingly in response to projected outcomes.

In regard to playing fields, many local governments are developing generic footprints that cater for a multitude of sports giving greater flexibility for a range of current and future users. These are planned at a local, district and regional level and respond to community need for a full range of nature, recreation and sporting open space uses.

Traditionally, playing fields were planned in response to specific sporting needs demonstrated by clubs and sports already active or developing within a locality. These clubs traditionally would focus towards oval sports (cricket and AFL), rectangular sports (soccer and rugby codes) or diamond sports (baseball and softball). In response, a local government would plan to develop a facility significantly catering for training and completion fields built to dimensions suitable for the required level of competition.

On the other hand infrastructure needs and accommodation schedules at schools are determined by education service delivery models and school curriculum and standards set by both State and Federal education agencies.

Infrastructure location and facilities provided ensures communities and schools have access to a broad range of assets that meet the strategic needs of all stakeholders.

Consideration 3: Location and facilities

The location of community infrastructure is determined by the size of catchment areas and the distribution of population they service. Generally, community facilities will be centralised at the local, district and regional level or located as required along major transport movement routes.

In some cases, ideally infrastructure may be best located at local government boundaries where the catchment area for a particular facility of size and functionality overlaps and traverses two local government areas. The local authorities may have jointly planned and funded (subject to the State legislation and Ministerial approval) such a facility that derives the greatest benefit for the recipient communities.

Community facilities may comprise multiple active playing fields with associated recreation or nature spaces and ancillary service infrastructure such as clubrooms, change rooms, public toilets, recreation and aquatic centres and community centres.

Community centres can offer a range of spaces and meeting rooms that can be utilised by community groups associated with schools in complementary activities.

Generally, community facilities are built to a higher performance and dimensional standard than school facilities. In some cases there are opportunities for local governments or other agencies to assist in expanding school facilities to deliver greater community benefit.

The provision of schools, as outlined previously, is determined by the lot yield of the particular locality catchment area. Primary schools are generally located at the centre of the applicable catchment area.

Centralising primary schools is supported by the statutory planning framework principles of walkable and accessible catchment arcs and boundaries.

Factors that may determine a school's location non-central to a catchment area is an opportunity to co-locate with public open space, the proximity to transport routes and preferred integration with a neighbourhood centre. The Department of Education considers this on a case-by-case basis ensuring that the education services and outcomes can still be effectively and efficiently delivered.

In the case of new generic design primary schools, infrastructure suitable for community purposes includes:

- General purpose learning areas.
- Specialist learning areas, including art and music classrooms.
- All-weather covered assembly area with canteen to minimum commercial kitchen standard.
- Library and resource centre.
- General purpose meeting/conference room adjacent to the staff room.
- Junior AFL football oval.
- Central cricket pitch and two cricket practice nets generally attached to the hard courts and directed towards the oval (on an alignment cognisant of the arc position of the sun).
- Multi-marked hard courts (two).
- Various car parking areas located along street frontages around the site.

Whilst typically provided at all primary schools, playground equipment is generally located in areas of new schools that are contained within the internal lockdown fencing perimeter and are only available to the community after hours when approved activities are conducted within the lockdown.

In an emerging trend, primary schools are increasingly being identified as suitable sites for a range of important government and community service infrastructure including child and family centres, dental therapy clinics, clinical nurse offices and parent centres. These may be provided where the highest need has been identified or in accord with a specific plan for service delivery.

Whilst it is preferred that secondary schools are central to their catchment it is not essential. There can be shared benefits when secondary schools are co-located with local, district, neighbourhood or regional open space or local activity centres and along major transport routes.

As for primary schools, site attributes that limit the development of a secondary school site may determine where a site is to be finally located. In most cases, a secondary school is best located with significant open space and playing fields to facilitate senior recreation and sporting spaces.

New secondary schools also have a standard infrastructure provision suitable for community use that includes:

- General purpose learning areas.
- Specialist learning areas, including art and music classrooms, design and materials technology classrooms and workshops and food technology classrooms.
- Performing arts centre.
- All-weather sports hall with change rooms and toilets.
- Café with commercial standard kitchen.
- Library and resource centre.
- General purpose meeting/conference room adjacent to the staff room or library.
- Senior AFL football/cricket oval and rectangular sporting pitch.
- Central cricket pitch and two cricket practice nets generally attached to the hard courts and directed towards the oval.
- Eight multi-marked hard courts.
- Various car parking areas located along street frontages around the site.

Whilst all secondary schools contain science laboratories, these are not made available to the community because of occupational health and safety issues and the requirement for compliant and qualified supervision.

By reviewing facilities provisions and their locations against community and educational needs, local governments and the Department of Education can arrange and prepare agreements and governance models that derive the greatest benefit to all stakeholders and participants.

Consideration 4: Agreements and governance

When the Department of Education and local governments decide to pursue shared arrangements to jointly develop or share resources and facilities then those arrangements should be confirmed by agreements that outline contributions, roles and responsibilities and models and methods of governance and operational requirements.

Agreements can be in the form of a memorandum of understanding (MOU), a licence agreement or a lease agreement.

While an MOU is not a legally binding document, it is a useful instrument for confirming stakeholder commitment to the principles of jointly developing or sharing infrastructure, facilities and resources. An MOU can be applied across a whole local government area or applied to individual schools or community and public open space sites.

Licences detail agreements particularly for the use of shared facilities and the recurrent costs associated with maintaining, managing and operating the facilities as identified in individual agreements. Likewise, leases detail agreements to physically occupy property that may have a specific shared use over and above normal or intended operational capacity.

The Department adopts three types of agreements, summarised as follows:

1. Written permission for use of property vested in the Minister for Education

This is a simple agreement intended for incidental and infrequent users of the facilities and resources available on school property that is deemed suitable for community use. The Principal has delegated authority to authorise this agreement under the terms and conditions as outlined in the [Policy and Legislation](#) section.

2. Licence for use of property vested in the Minister for Education

This agreement is intended for not-for-profit organisations, regular and more frequent users of school property, which may wish to secure long term activities that maybe delivering scheduled or timetabled services or conducting daily or weekly activities with students and/or members of the community. Again, the Principal has delegated authority to authorise this agreement under the terms and conditions as outlined in the [Policy and Legislation](#) section. For licence periods that exceed two (2) years, only the Minister for Education retains the authority to execute such an agreement.

3. Deed of licence agreement (non-community use)

The Department of Education prepared this Deed in response to a number of commercial entities, which are currently conducting profitable businesses on school sites. This is at the end of the document on page 65.

For example there is a growing demand to conduct non-recreational activities, such as farmers markets, in addition recreational activities, such as personal fitness instruction and boot camps, on school premises.

Whilst members of the community can buy produce from stall holders or pay fees for fitness classes, the agreed user, who is a party to the agreement, is essentially 'non-community' and potentially operating a business well beyond the immediate community where the school is located.

The Principal has delegated authority to execute this agreement under the terms and conditions as outlined in the Policy and Legislation section. For licence periods that exceed two years, the Minister has sole authority for executing a Deed.

The terms and conditions of all Understandings and Agreements should clearly define the details and structure of the governance models and methodologies for successfully managing the joint development and use of school and community based infrastructure.

Consideration 5: Maintenance and improvements

It is essential that facilities used by school students and members of the community are maintained to an appropriate standard and in strict compliance with all the current and applicable building, health and safety standards.

It is imperative that maintenance standards are set very early in the facilities planning process and the responsibility for maintenance, the structured and programmed regimes and benchmark standards are clearly established. This ensures the facilities remain usable and functional at all times. The conventional facility management maintenance regimes include:

Breakdown repairs (or run to failure)

A breakdown is a sudden or unforeseen failure of infrastructure plant or equipment and is generally repaired urgently if it prevents the use of a facility.

Preventative (scheduled or corrective) maintenance

The conduct of systematic inspections and assessments prevents the premature failure of infrastructure, plant and equipment, thereby limiting breakdowns.

Routine maintenance

Intended to routinely address compliance with new standards and regulations or updates and amendments to existing ones, ensuring safe and healthy environments.

General restoration

Repair or replacement, prior to breakdown, of building elements that are approaching or have exceeded expected lifecycle periods.

Improvements

Infrastructure, plant, equipment and service upgrades increase capacity to support new systems and technologies that improves functionality and utilisation.

It is imperative a detailed maintenance program plan is established which incorporates the intended users and operating hours of the shared facilities to avoid disrupting organised activities.

For example, it is recommended a local government oval shared with a school shouldn't be mowed or sprayed during the normal operating hours of the school or during a scheduled sports carnival.

Equally, for example, it is recommended that school hard courts shared by a community netball club, shouldn't be resurfaced or repaired during the netball season.

In all cases, common sense and the health and wellbeing of students and community members should prevail. It is also imperative that maintenance regimes and associated actions are addressed proactively and not reactively.

School facilities are maintained on behalf of the Department of Education by BMW in accordance with applicable standards and within annual budgetary constraints. BMW devolve all school maintenance work to contracted facilities managers, which arrange for head or sub-contractors to undertake all maintenance.

The Department of Education uses contracted cleaning and gardening staff and procures contracts for other grounds maintenance work such as mowing. It should be noted that some maintenance regimes at schools differ in frequency from that of local government.

Local governments may have their own maintenance workforce, also equipped with the necessary plant and equipment. It is expected that maintenance of shared local government infrastructure, particularly playing fields, occurs more frequently because community use is generally much higher than at a school-based facility.

To cope with a higher frequency of use, local government playing fields in particular are maintained to a much higher standard than school fields in compliance with public liability obligations and active sporting club and association requirements.

A crucial component of any shared use agreement should include sufficient time for by all parties to carry out the necessary ongoing maintenance to shared facilities aligning with all standards, codes and regulations. The life of facilities may be extended if accessibility, serviceability and functionality can be maintained to support regular and unencumbered use in an agreed level of use and serviceability.

Improvements could be in the form of an upgrade to the power supply and electrical services of a shared use facility to accommodate new information technologies or a mechanical plant and equipment replacement program. It is critical that improvements are prioritised to address public welfare issues such as, for example, amendments to the Australian Glazing Standards that requires the replacement of all floor level glass with new compliant safety glass.

Well maintained and regularly improved shared facilities will guarantee uninterrupted operations and utilisation rates that benefits communities and schools and maximises the return on government investments.

Consideration 6: Operations and utilisation

The operational management procedures of shared facilities must also be established well before those new or existing facilities commence operating. Booking protocols and regimes must be in place to provide both schools and communities with certainty and understanding to ensure prioritised and pre-scheduled use delivers the desired educational, recreational and social outcome benefits.

Lines of communication between all facility stakeholders will be an important factor in achieving a high level of satisfaction between all users.

Planning rationale

It is critical that joint arrangements achieve the best possible return on the considerable investment that all parties will be committing to. At the core of these arrangements, is the shared benefit of promoting and encouraging physical activity and recreation directly within the school community and the broader community.

In order to justify potential investment it is helpful to have access to more information around the added value that the development of community sport and recreation infrastructure can bring to students and the broader community, particularly the benefits of PE and sport to educational attainment and health in the community.

From a planning context, crucial matters need consideration to ensure the long term success of a shared use arrangement.

Build strong financial foundations

The long term viability of shared use facilities contained on both school sites and community open space will require a strong and stable financial foundation that should be both equitable and sufficient to sustain the facilities. Capital cost commitments contained within the business case must ensure the shared facilities can be delivered to the required and agreed scope and standard.

There must also be adequate recurrent cost funding to ensure the facilities continue to be maintained to the highest possible standard and amenity to continue to attract committed users that will sustain the operation of the facilities.

The extent and quantum of recurrent costs must be established well in advance of the permitted use of existing school and community facilities and the handover and activation of new shared facilities. The terms and conditions of any joint agreement should confirm mechanisms that will calculate and quantify any cost increases generated by inflation or CPI adjustments due to increases in labour and material costs.

Build on experience

It is important that parties entering into joint arrangements draw on previous knowledge and experience gained from both within and without each other's organisations during and after the delivery of completed projects and executed agreements. Ongoing review of the performance, operation and management of shared facilities will enable continuous improvement and a proactive response to changing or increasing demands.

When engaging consultants to assist with the planning of shared facilities, it is critical that successful applicants demonstrate extensive experience with the design and delivery of community, school and shared facilities.

In the operation and management of shared facilities, there are specialist organisations that can advise on the efficient and effective function of leisure and recreation centres that may include shared components and areas.

Build partnerships

Engaging and working with potential users can build long term partnerships that ensure the right blend of facilities are provided and they are utilised to maximum capacity. Suitable partners may include other government agencies, local governments, sporting associations and clubs, community groups, not-for-profit organisations and in some cases commercial operators.

Potential partners will often be aware of the local community sport and recreation market within a given area and will be able to give advice on how the local school facilities could supplement or complement existing local sporting and physical activity programs.

The information provided by partners will be crucial in developing an appropriate program and cost structure.

Build capacity

Sufficient capacity can be built by consolidating facilities or identifying specific facilities that can complement or supplement each other. A combination of facilities with varying levels of finish, size or amenity may satisfy the community and the school's current and future recreational needs.

Build on existing strengths

In most cases, it is unlikely facilities contained on a school site, in combination with facilities located on adjoining open space will be able to satisfy every community need or demand. If early planning is sound then both facilities should respond to the demands that were determined at the time that forward planning was conducted.

Planning to include some flexibility will allow the facilities to respond to future changing demands. Particular sports that have both a school-based and a community-centred focus should underpin the main shared use activities, with the facilities responding to support these priority activities.

Managing and maintaining shared use facilities

Overview

Maintaining facilities to an appropriate standard that supports continuous and safe use is a critical element in the orderly and responsible governance of shared use facilities either on school or open space sites. The success or failure of shared facilities will be dependent on the arrangements that have been put in place that clearly outline the proportional contribution of each party or stakeholder to maintain functional and usable facilities in order to provide a safe and healthy recreation environment.

Clearly defining and assigning the apportionment costs to the responsible parties will avoid conflict between the owners of the facilities and third party users or partners. Apportionment should be based on fairness and equity and could be divided, for example, on the basis of a percentage of annual use or on the basis of the area of facility provided that is over and above the standard provision, particularly where facilities are consolidated, enhanced or expanded.

The details of such arrangements must be established well in advance of and prior to the completion and operation of shared facilities to guarantee that good governance practices can be initiated once the facilities are available for third party use.

Asset management

Facility maintenance is one component of asset management. Effective asset management will ensure that the assets are managed and maintained effectively to support service delivery. Ordinarily asset management decisions reside with the agencies that control or own the assets. It is important that the full costs of providing, operating and maintaining assets are reflected in budgets and business plans. Asset management has cost implications for the facility owner and it is important the maintenance of shared use community facilities on school sites is recognised by local governments and community organisations contributing to the cost.

Allowing for the full cost

In the initial phase of the project, the business case for shared community facilities should address and apportion the cost to each party of maintenance, including the full cost of maintenance and the future upgrade of equipment, buildings or facilities. However, this has implications for the overall cost of a community facility and can act as a barrier to a project successfully acquiring capital and recurrent funding.

Facility maintenance and use definitions

The following definitions are used to describe the main components of a shared use facility which need to be addressed in determining costs attributable to individual user groups:

Interior building envelope

The interior envelope includes floors, drywall, paint, interior fixtures, gymnasium furnishings (goals, nets, rims, wall padding), cabinetry, appliances, duct work, sound systems, shades, doors, hardware, alarm systems and IT systems.

Exterior building envelope

The exterior envelope is defined as the structural components of the building and includes roofs, walls, doors, hardware, windows and foundation. It also includes ceilings, insulation, electrical systems, plumbing, HVAC, roofs and roof drainage systems and exterior lighting fixtures attached to the building.

Custodial services/supplies

Custodial services include the regular cleaning, supplies and upkeep of the facility and custodial services for set up/take down for special events. The level of service must meet the program capacity engaged at the facility.

Solid waste/recycling

Includes the removal of rubbish and recycling items from identified areas to the appropriate disposal location.

Litter clean-up

Litter clean-up involves the removal or disposal of rubbish, debris and items left from events taking place at a shared facility as a consequence of non—education activities as agreed.

Site lighting

Site lighting maintenance is the necessary upkeep of all lighting associated with the facility including bulb replacement, fixture repair, painting and replacement if necessary.

Shared use spaces

Each shared use space is managed by the owner of the space.

Mowing/landscaping operations

The school site will be mown at frequencies prescribed in their assigned level of service, including any landscaping maintenance depending upon the impacts of shared use.

Maintenance considerations

The appearance of a facility, including its cleanliness will impact significantly on its use and capability. Surfaces, fittings, equipment, air conditioning and grounds need to be maintained regularly and thoroughly by agreement with all parties. Where a facility is the subject of shared use it is particularly important to ensure all parties understand their obligations and ongoing maintenance commitments. There's a wide variation throughout Australia in how buildings and playing pitches are managed. In some instances the council/school assume full control for usage. In other cases the responsibility for planning and overseeing usage is passed over to the user groups.

The table on the following pages suggests maintenance responsibilities for buildings and associated open space infrastructure.



Suggested maintenance responsibilities for building and associated open space infrastructure

Considerations	User/occupier responsibilities	Responsibilities
Structure		
Main building frame, foundations, stumps, bearers, joists, brickwork etc.	All damages by users.	Replacement/repair due to structural failure, storm damage, decay, insect attack or fair wear and tear.
Water	Service authorities/all damages by users.	Replacement/repairs due to fair wear and tear and tree root damage.
Sewerage	Service authorities/contractor. Blockages caused by user group activities.	Replacement/repairs due to fair wear and tear and tree root damage.
Gas	Service authorities/all damages by users.	Replacement/repairs due to fair wear and tear and tree root damage.
Electricity	Service authorities/all damages by users.	Replacement/repairs due to fair wear and tear.
Security	Cost of call outs.	Monitoring and replacement/repairs due to fair wear and tear and equipment.
Telephone	Service authorities.	Monitoring and replacement/repairs due to fair wear and tear and equipment.
Drainage and plumbing		
Storm water and general drainage	All damages and blockages in waste pipes caused by user activities.	Blockages due to tree roots and subsidence. Replacement/repair due to fair wear and tear.
Guttering including down pipes	All damages caused by users.	Programmed cleaning and replacement/repair due to fair wear and tear.
Internal blockages - sinks, toilets, etc.	All damages by users.	Replacement/repair due to structural failure, storm damage or fair wear and tear.
Plumbing fixtures	All damages by users and blockages in waste pipes caused by user activities.	Replacement and repair due to malfunction or fair wear and tear, eg washers and leaking cisterns.
Gas heating including screen, flue, gas plumbing and hot water service.	All damages by user and cyclical.	Replacement/repair due to malfunction or fair wear and tear.
Electrical		
Fixtures (ie stove, exhaust/fan)	All damages by users.	Replacement/repair due to malfunction or fair wear and tear.
Wiring and fittings (ie power boards and switches)	All damages by users.	All wiring from main supply and including the switchboard, light fittings and emergency lighting.
Portable appliances (ie kettle, toaster, fridge, microwave etc)	All damages by users.	Replacement/repair of fittings due to malfunction or fair wear and tear.
Lights (ie globes, bulbs, starters, tubes, diffusers and coverings)	All damages by users.	Replacement/repair of fittings due to globes, starters and diffusers.

Considerations	User/occupier responsibilities	Responsibilities
Internal		
Painting throughout (ceilings, walls, doors and internal frames)	All damages by users.	Full responsibility. Replacement/repair of fittings due to malfunction or fair wear and tear.
Insulation (walls, ceilings)	All damages by users.	Full responsibility
Ceiling	All damages by users.	Replacement/repair of fittings due to malfunction or fair wear and tear.
Walls	All damages by users.	Replacement/repair of fittings due to malfunction or fair wear and tear.
Floor coverings (ie tiles, carpet etc)	All damages by users.	Replacement/repair of fittings due to malfunction or fair wear and tear including and if coverings become a trip hazard.
Exposed wooden floor coverings/sprung floors	All damages by users.	Sealing/polishing as required. Replacement of floor at the end of its useful life.
Windows, frames, internal doors and door furniture	All damages by users (including glazing, Minor adjustments due to normal repairing holes etc) movement and replacement/repair due to fair wear and tear.	Minor adjustments due to normal movement and replacement/repair.
Wall tiles	All damages by users.	Replacement/repair due to fair wear and tear.
Cleaning	All damages by users.	Full responsibility.
Smoke detectors	All damages by users.	Replacement of batteries (6 monthly). Replacement of hard wired smoke alarms due to malfunction or fair wear and tear.
Emergency lighting	All damages by users.	Full responsibility.
Glass	Keep clean and replacement of damage due by users	Replacement of external breakages to vandalism.
Airconditioning and evaporative cooling	All damages by users.	Replacement/repair due to malfunction or fair wear and tear.
Fittings		
Furniture, equipment and shelving	Negotiated responsibility.	Negotiated responsibility.
Curtains and blinds	Negotiated responsibility.	Negotiated responsibility.
Built-in cupboards, benches, drawers and doors	All damages by users.	Replacement/repair due to fair wear and tear (through council's/schools cyclical renewal program).
Coat pegs, towel rails, soap and paper towel dispensers, toilet roll holders, partition walls, mirror and toilet seats	All damages by users.	Replacement/repair due to fair wear and tear.

Considerations	User/occupier responsibilities	Responsibilities
External maintenance		
Exterior lights on buildings (security lights, floodlights (excluding sports ground training lights)	General domestic globe replacement.	Replacement/repair due to fair wear and tear and malfunction (including replacement of external security globes).
Windows, frames and door framework (including glass, fly screens, blinds and security screens)	All damages by users.	Minor adjustment due to normal building movement, shrinkage etc. Painting/staining of external wooden framework. Replacement/repair due to fair wear and tear.
Doors and frames (including locks and glass)	All damages by users (including full cost of loss of keys by users).	Replacement/repair due to fair wear and tear and vandalism.
Automatic doors	All damages by users.	Replacement/repair due to fair wear and tear and vandalism.
Painting	All damages by users.	Cyclic maintenance by council/school on main sports pavilion.
Handrail, steps and ramps	All damages by users.	Replacement/repair due to fair wear and tear.
Fencing, gates and sheds	All damages by users.	Replacement/repair due to fair wear and tear.
Building damage due to vandalism and graffiti	Full responsibility.	Full responsibility.
Infestation by birds, animals and insects	Full responsibility.	Replacement of damage caused.
Playgrounds		
Soft fall, play equipment, garden beds, paving, localised drainage and surrounds.	All damages by users.	Replacement/repair due to fair wear and tear.
Surrounds		
Trees	All damages by users.	Full responsibility.
Grass cutting	All damages by users.	Full responsibility as per agreed regular maintenance cycles.
Car parks - sealed and unsealed	All damages by users.	Full responsibility (including car park lighting).
Sports training lights, coaches boxes, interchange boxes, batting cages, dugouts, sight screens, synthetic wickets	All damages by users.	Replacement/repair due to fair wear and tear.
Cleaning/upkeep of surrounding area	Full responsibility from activities.	Normal maintenance program.
Drainage pits (carpark and surrounds)	All damages by users.	Full responsibility.

The table on the next page highlights grounds maintenance works which may be required for three categories of playing field provision. Category A would be the high performance facility which is predominantly used for State level competition and above. Category B would be for general competitive play for school and district level competition. Category C is for casual sport and recreational use. The table also includes reference to turf wickets for cricket which require a higher standard of intensive maintenance. Additional considerations are also referenced for those aspects of pitch maintenance and potential land owner obligations which have to be built into the ongoing cost implications.

Suggested playing field maintenance: recurrent grounds maintenance implications

Ground maintenance works	Category A	Category B	Category C
Soil management	Maintain a high free draining soil composition to a depth of 150mm. Programmed replacement of top 150mm soil every 15 years.	Maintain a good draining soil composition to a depth of 150mm. Programmed replacement of top 100mm soil every 24 years.	Local topsoil placed on playing field sub-base, which has been shaped to allow natural drainage of surface water. Reconstruction of playing surface every 50 years.
Grass management	Healthy grass year-round capable of withstanding sporting activities. Maintain 95% coverage. De-thatching of grass every 2 years.	Healthy grass year-round capable of withstanding sporting activities. Maintain 85% coverage. De-thatching of grass every 3 years.	Healthy grass year-round capable of withstanding sporting activities. Maintain 75% coverage.
Mowing	Grass height for cricket: Match days: 20-30mm. Other: 20-50mm. Grass height for football/other: Summer match days 20-35mm. Summer other; 30-50mm. Winter match days 40-65mm. Winter other; 50-80mm.	Grass height: Summer season; 25-60mm. Winter season; 50-80mm.	Grass height: Summer season; 25-70mm. Winter season; 50-90mm.
Weeding	Retain even quality grass sward free from weed infestation that would be greater than 5% of grass coverage.	Avoid weed spreading over areas greater than 10% of grass coverage.	Avoid spreading over large area.
Litter control	Remove all visible litter at time of mowing.	Remove all visible litter at time of mowing.	Remove all visible litter at time of mowing.
Surface finish	Repair all visible ruts, depressions etc > 40mm in depth.	Repair all visible ruts, depressions etc > 40mm in depth.	Repair all visible ruts, depressions etc > 40mm in depth.
Automatic sprinkler system	All sprinkler heads working as programmed and with a repair time of 48 hours from notification of outages. Programmed replacement of system every 15 years.	All sprinkler heads working as programmed and with a repair time of 5 hours from notification of outages. Programmed replacement of system every 24 years.	Nil.
Sub-surface drainage system	Sub-surface drainage to provide a playing surface free of surface water ponds for periods longer than 5 minutes after heavy rain.	Sub-surface drainage to provide with free draining sand based soil over the immediate drainage trenches only to produce a playing surface free of surface water ponds over extended periods. Programmed replacement of system every 12 years.	Nil.
Mowing	Pitch grass on match days to be between 4-6mm. Surrounding wicket table 20-30mm.		
Grass management	Fertilising, watering, topdressing, weeding and other maintenance is undertaken, as required, to provide optimum grass growth of consistently green colour and free from weeds, pests or disease.		
Litter control	Remove all visible litter at time of mowing.		
Surface finish	Repair all visible ruts, depressions >5mm on prepared pitches. Repair all visible ruts, depressions >20mm on wicket tables.		

Ground maintenance works	Category A	Category B	Category C
Additional considerations			
Line marking	Line marking must be carried out using a suitable marking paint.		
Goals	The maintenance, installation and removal of goals used in the conduct of competition for all seasonal sports will be the responsibility of council /school.		
Car parks, access roads and drainage	The maintenance of car parks and access roads and associated drainage is the responsibility of council /school.		
Public toilets	Toilets that are open to the public will be maintained by Council/School. This includes free standing public toilet blocks and pavilions.		
Process of reporting maintenance items	The nominated contacts of a user group should notify council/school immediately.		
Notice of defects	A notice of defect and rectification will be issued to user groups where damage has been made to any facilities.		
Emergency assistance	Provision of after-hours emergency service to be provided as a contact for any building rectification matters.		

Maintenance: cost models

Equitable contributions to maintenance

Equitable contributions to maintenance should be clearly defined. In all shared use arrangements there's a need to agree on an appropriate standard and cost of maintenance. This can vary considerably between providers.

In respect of the Department of Education school facilities, maintenance arranged by the Department of Education is coordinated by BMW on its behalf and then directs the work to contracted facilities managers. This can be at a higher cost than what an LGA can incur by using its own maintenance staff and may not meet the standards acceptable to a local government. In many local government circumstances full cost recovery is not achievable on most community facility sites.

The extent of agreed capital and recurrent costs contributed by parties to the provision, development and/or use of infrastructure within a Shared Use Agreement is set out below.

Cost apportionment of maintenance for local government

The cost of maintaining sports facilities and playing fields vary significantly and is subject to a wide range of factors relating to usage, ground conditions, supporting infrastructure and climate. In general it is likely that a full cost recovery model with shared user groups may not be achievable. In such circumstances a local government will be required to establish an effective cost apportionment model which recognises a user groups ability to pay and the intended community/social benefit of providing the service. This will require a process which attributes equitable cost parameters which are transparent and consistent and be relevant to:

- Field/facility quality and maintenance standards, not just size.
- The ability for sports organisations to pay.
- A clearer understanding of the costs which must be recovered by local government through fees.
- The need to keep sports affordable for children and youth.
- Utilisation rates and capacity of infrastructure to maintain an agreed level (hours) of use.
- Maintenance levels required to satisfy individual sports needs.

Governing shared use facilities

Introduction

The management and day-to-day operations of a shared use facility is a vital component of the delivery of a resource which meets the needs of the community it is intended to serve. The quality and capability of the management can be the biggest influence on the cost and viability of a facility for individuals and organisations. It is important to ensure the management of a facility is responsive to the size and capability of the shared use facility.

For example:

- For a small scale facility which services a limited number (two to four prime users), it may be possible to manage the facility through a management committee or board, where cost can be kept to a minimum.
- For a small to medium scale facility where usage can be readily controlled and delegated to one main occupant (ie a council run facility), it may be possible to have one employee with overall responsibility for operational matters who reports directly to a committee or board.
- For a larger scale facility where the facility is required to service a variety of users with multiple demands. This requires a relatively sophisticated and heavily-resourced management set up.

The governance structures need to be determined on a case by case basis having regard to:

- The principle funders and funding partners associated with the facility.
- The reporting requirements of the responsible body for whom the requirement to meet community needs and agreed outcomes rests.
- Asset management and maintenance obligations.
- Agreed responsibilities and delegated decision making.

Governance structures

In addition to the choice of a management body and/or process, every shared community facility must be supported by an appropriate governance structure.

A governing body is the legal entity responsible and accountable for decisions in relation to:

- Ownership and management of the physical asset.
- Operations, programs and activities that take place within the building.

The operations of a shared community facility are in turn managed by people employed or acting on behalf of the governing body through agreement.

Good governance

Good governance provides for sound decision making and accountability. The State of Victoria Department of Education and Child Development has identified eight principles of good governance for shared facility partnerships which are applicable to good governance across shared use facilities in Western Australia.

These are identified as:

- **Transparency**
To ensure that decisions are based on clear criteria and are able to be scrutinised as being impartial and fair to all potential users.
- **Accountability**
Responsibilities are clearly defined and allocated to each partner.
- **Participation**
Each partner and stakeholders have input into the operation of the partnership and the facility.
- **Consensus-oriented**
There is a shared understanding of the objectives and management of the partnership.
- **Responsiveness**
The partnership is able to respond to change in circumstances and is sufficiently agile to adapt to new opportunities.
- **Effectiveness and efficiency**
The shared use of facilities can be sustained within the resources available and may achieve the optimum outputs from both a financial and social return on investment.
- **Integrity and stewardship**
The project is delivered within the legal framework and is ethical.
- **Leadership**
All partners are responsible for the leadership and delivery of the project.

The failure of shared use agreements normally occurs where the above governance protocols are not adhered to. It is essential that when a shared use agreement is being considered, the various elements are appropriately covered and underpin each partner's objectives.

Legal entities

There are a variety of legal entities which can be considered in the development of a shared use community facility. All legal entities have strengths and weaknesses and may be used for the governance of shared community facilities. All have the capability of providing the required levels of accountability, decision making, performance management and review. However the decision of which legal entity to use is dependent on the extent of facilities which are to be made available for shared use and the level of involvement of different partners in ensuring that the shared use will deliver the desired outputs.

Where more than one legal entity comes together to manage a shared use facility this may give rise to difficulties (ie different objectives, reporting requirements and financial performance). Where this occurs a number of questions will need to be posed:

- What legal entities will be involved in the facility?
- What are their roles and responsibilities?
- Is there an agreed method of a working model under which the shared use of facilities can be managed?
- What documents will be used to confirm these agreements?

In most cases it will be necessary to create a new legal entity for the purposes of managing shared use. The type, role and responsibility of the body selected to govern a shared community facility needs to be determined with a clear understanding of the potential strengths and weaknesses of each legal entity. It also needs to have regard to the outcomes desired in delivering the shared use facility. The types of legal entity are identified and the respective benefits and challenges are listed.

It is important when developing relationships between the legal entities in governing a shared use community facility, the following key aspects are addressed:

- Board and committee terms of reference define the purpose and structure of the shared use committee or board. This can be enhanced by representatives of the community being involved to assist in planning and policy development.
- Codes of conduct for committee members, including conflict of interest and procedures to outline expected conduct and integrity required of members.
- Roles and responsibility are clearly defined to provide direction on duties and accountabilities.
- Governance training is provided to assist shared use committee members in meeting their responsibilities. Representative and skilled committee members are essential for a committee/board to run effectively.
- A memorandum of understanding (where necessary) is developed to document an agreement between parties, if it isn't contained within the shared use agreement.
- Heads of agreement (where necessary) are drafted to provide key parameters of a proposed agreement between parties.
- The development of license, funding and service agreements to document relationships between legal entities to underpin the shared use arrangement. Care should be taken to minimise multiple agreements which can be difficult to manage and coordinate.
- Mediation and conciliation methods are identified to resolve potential conflict that arises.



Forms of governance structures

Legal entity	Operational responsibilities	Benefits	Challenges
Partnership	Generally a group of individuals and/ or organisations responsible for managing a shared use facility and who may be equally liable for its debts. Often government funding will be directed towards programs and initiatives that require organisations to work together, and sometimes under the leadership of a coordinating agency. Operational and partnership agreements establish and define the governance mechanisms. It can be a legal organisation set up under formal legal documents.	<ul style="list-style-type: none"> • A familiar model in operation in government and community services sectors. • Provides association while retaining individual organisational sovereignty. • Provides mechanisms for the allocation of roles based on individual organisational capacity and capability. 	<ul style="list-style-type: none"> • There is the potential for an imbalance of power and influence between parties due to the reliance on a lead agency role and the allocation of other 'lesser' roles and responsibilities. This needs to be managed with care. • In many instances this model would require parties to become jointly and severally liable for the performance of the entity
Joint ventures	A joint venture is a situation in which two distinct and independent entities work together toward a common goal. Each make concessions to assist each other, but their financial and operational mechanisms remain separate. In such circumstances they are only liable for each other's debts within the confines of the shared venture.	<ul style="list-style-type: none"> • Relatively simple to develop and commonly used for project-specific or fixed-period venture. • Two joint ventures can be established to separate asset management and operations into two legal entities, yet allow parties to retain individual sovereignty. • Participation as a joint venture partner may affect the taxation status of incorporated associated shareholders in relation to income tax exemptions. • To avoid conflict, complementary board membership between the two joint ventures should be established. 	<ul style="list-style-type: none"> • Generally more constrained as a decision making body and can be ineffective when used to manage or own assets • There may be less clarity in the objectives and partners may not be committed to the approach • Joint venture may be ineligible to receive infrastructure or other grants from state or federal government. This would need to be checked at the outset.
Company limited by guarantee	<p>A community organisation could achieve the status of a corporation (thus achieving limited liability) by forming itself as a company limited by guarantee under the Corporations Act 2001. Members guarantee to pay a fixed but nominal amount in the event of the liquidation of the company.</p> <p>This can be a suitable type of legal entity for managing expenditure, income, assets and the agreements relating to them.</p> <p>Unlike an incorporated association, a company limited by guarantee does not consider the interests of individual shareholder organisations and has more substantial financial, taxation and corporate reporting requirements. Such a company can operate in all states of Australia under the regulation of the Australian Securities and Investment Commission.</p>	<ul style="list-style-type: none"> • Provides a separate legal entity that can transact business in the interests of the entity • Can receive and deal with assets, bequests and donations • Can enter into commercial and contractual arrangements • Provides an independent entity that can fundraise on behalf of the company for the benefit of all participating parties. 	

Legal entity	Operational responsibilities	Benefits	Challenges
Body corporate - acting on behalf of the school	<p>These are formed by the owners of a piece of land to manage, and maintain the common areas everyone uses. There are laws that determine what they can and can't do and the rules they can set. With freehold property, the owners' corporation can engage professional strata management or body corporate management to manage the building on behalf of all owners.</p> <p>Shared community facilities may be owned or administered through a not-for-profit, community service or related service organisation</p> <p>These body corporate or statutory bodies are formed through a specific Act of parliament.</p>	<ul style="list-style-type: none"> • An appropriate legal entity to govern and manage facilities that are being delivered using funds provided by the body corporate. • These types of entities are typically not-for-profit or charitable organisations. • They can contribute successfully to community infrastructure projects as funders and partners. 	<ul style="list-style-type: none"> • If the facility is solely governed by this type of entity, it will have a focus on the services and activities aligned with its charter, rather than a community focus.
Co-operative	<p>A co-operative is an autonomous association of persons who voluntarily join together to meet common business, social and cultural needs through a jointly owned and democratically controlled enterprise.</p> <p>The legislation governing the establishment, operation and regulation of co-operatives in Western Australia is the Co-operatives Act 2009 and the Co-operatives Regulations 2010.</p> <p>Co-operatives are run on the basis of one member, one vote.</p> <p>Membership is open to any person who maintains an active relationship with the co-operative.</p> <p>A co-operative can be a trading or non-trading entity.</p> <p>Rules stipulate the eligibility criteria for members, primary activities of the co-operative and processes used to determine the status of members.</p>	<ul style="list-style-type: none"> • Provides an autonomous community-focused organisation that is controlled by its members • Provides a familiar model for an association with standardised rules • The compliance costs and requirements are less than other types of legal entities. 	<ul style="list-style-type: none"> • Co-operatives are not envisaged to manage the operation of a significant asset and be responsible for the management of considerable funds • Equality of membership entitlements may not reflect the allocation of risk and responsibilities • The process of registration and approval of the co-operative's rules is conducted by WA Department of Commerce.

Legal entity	Operational responsibilities	Benefits	Challenges
Charitable trust	<p>The Charitable Trust Act 1962 governs the provision of trusts in WA. Charitable Trusts are recognised as bodies to provide, or to assist in the provision of, facilities for recreation or other leisure-time occupation, if the facilities are provided in the interests of social welfare (ie public benefit).</p> <p>Whilst a trust is not a legal entity, but a set of relationships, it is the oldest and continuing form of legal vehicles used to conduct activities for charitable purposes.</p> <p>Advantageous tax treatment is offered to charitable trusts which are conducted for the benefit of the public and not for particular individuals.</p> <p>Trust deeds establish and define the purposes and governance of the trust and the role and functions of the trustee.</p>	<ul style="list-style-type: none"> • Relatively low establishment and compliance costs, for a vehicle that can receive and deal with assets, bequests and donations. • A familiar model used in administration of funds or assets for purposes benefitting the public. • Can fundraise on behalf of the trust for the benefit of the purposes of the trust. 	<ul style="list-style-type: none"> • The purposes of a charitable trust must be directed towards purposes that benefit the public and satisfy the meaning of charitable, which in some circumstances may preclude purposes that benefit the public but may not be classified as charitable. • The legal relationships created by the trust rely on a high degree of understanding of a few people with key responsibilities in the administration and operation of the trust. • Has the capacity for a few members to change objectives, possibly at odds with the purposes of the trust.
Incorporated Association	<p>The most popular form of legal entity used by community and not-for-profit groups to form an association.</p> <p>Based on a membership model, and the rules and constitution stipulate the eligibility criteria and processes used to determine who can become a member.</p>	<ul style="list-style-type: none"> • A familiar and commonly used entity with a standardised constitution and rules. • Incorporation processes are relatively simple and does not require extensive advice from legal professionals. • Individual members limit their exposure to personal legal liability. • The compliance costs and requirements are less than some other options and the penalties for not fully complying with these requirements are less severe. 	<ul style="list-style-type: none"> • This type of legal entity is not envisaged to effectively manage the operation of a significant asset and be responsible for the management of considerable funds. • Membership arrangements may not have sufficient rigour or flexibility in relation to the allocation of risk and responsibilities. • The process of incorporation and approval of the association's constitution and rules is conducted by the Commissioner for Consumer Protection.

Core elements of a shared use model

Taking into account the recommended planning process, if shared use is to be considered, in particular at school sites, it is important a consistent model of development is provided to ensure consistency, openness and fairness. As stated previously any model proposed must be relevant to the community and the appropriateness of facilities are to be included. The extent and validity of any subsequent shared use agreement will be dependent on principles established early in the development process. This will be equally valid whether the facilities have been purpose built for community use or are being considered as part of an extended development opportunity.

The following principles which have been broadly referenced in documents reviewed are considered essential in order to develop a consistent model:

Considerations	Yes	No	N/A
Vision			
Provide a clear vision, strategy and objective for community use			
Policy			
Ensure that the principles of community use are embedded within an appropriately worded policy for the school or controlling body.			
This should include the establishment of simple letting procedures which are clearly understood by users and providers.			
Partnerships			
Cultivate key partnerships with clubs, associations or other organisations within the local community who have expressed a need for the facility provision being provided.			
Service provision			
Ensure the facility being offered for community use is aligned to the service provision being offered by the local government and not-for-profit sector within the catchment of the school site and does not duplicate, where possible or compete with existing community infrastructure.			
Sustainability			
Determine the most sustainable management and booking approach to ensure the most effective solution is available for the likely income to be generated.			
This should determine the most appropriate management solution for the site (ie key holder arrangement, permanent local authority management structure, not-for-profit management body alternatives).			
Business planning			
Takes into account the ongoing anticipated expenditure (maintenance, energy costs, training of staff and users, etc) and income required to offset these costs.			
The business plan does not necessarily need to ensure all cost are recouped from users, but must ensure a balanced and fair approach to cost apportionment.			
Budgeting			
Ensure that an appropriate budget is allocated within the school budget for the management of community use.			



Funding shared use facilities

Department of Education

Funding is allocated by the State Government in annual budgets to build new schools in response to population growth and associated residential development. Availability of funding is set by budgetary cycles and the priority need to announce and build schools as required.

In the case of primary schools, the project cycle from announcement to opening will be a two to three year period. For secondary schools, that period will be three to four years. Where a school is co-located with public open space to be shared, it is quite common the development timeline for the school and the open space are not necessarily in alignment with each other.

It is quite possible that a shared oval may be constructed and in use prior to the development of the co-located school and in some cases a shared oval will be constructed in parallel with the development of a school in advance of the local government's delivery plan.

Therefore, it is necessary to forward plan shared ovals and facilities early and prepare joint arrangements well in advance of delivery of both the subject school and the adjoining open space to be shared. It is important that all parties enter into agreements that provide certainty around future commitments to both capital cost funding for buildings, facilities and infrastructure and recurrent cost funding for maintaining and operating the same.

The Department of Education prepares Capital Investment Plans (CIP) that identify high priority school projects that will be delivered in response to development areas and emerging communities that have the highest and most urgent need for a new school.

Local government

A local government authority has the responsibility to ensure the orderly and sufficient provision and maintenance of public open space and community facilities and infrastructure.

The funding sources can be from developer contributions, State Government allocations, rates and income generation and from community and sporting clubs by way of DSR grants, special programs and grants and sponsorship.

Development Contribution Plans (DCPs)

A Development Contribution Plan (DCP) is a legal arrangement between a local government authority and specified landowner(s) to share the costs involved with building new infrastructure for a specific locality or area. That infrastructure could include active and passive public open space provisions, which may be co-located with schools and is to be shared by both the school and the community.

The preparation of a DCP starts with the identification of a development area and its need for appropriate recreation and community infrastructure. Land owners in the affected area are then required to contribute towards the cost of that infrastructure, but only once an application to develop/subdivide the land has been approved.

In some cases, developers enter into agreements with local governments to develop an approved public open space in lieu of making development contributions. The joint agreement may require the developer to maintain the open space for an agreed period prior to formal handover to the local government.

Each local government will prepare a statutory contribution cost schedule for every applicable Development Contribution Area (DCA). This process ensures that all landowners contribute equitably towards the provision of essential community facilities that may be the subject of a joint arrangement between the Department of Education and a local government.

Capital Expenditure Plan (CEP)

In accordance with the requirements of State Planning Policy, a Capital Expenditure Plan (CEP) is prepared and adopted by the local government to support the Development Contribution Plans for each of the development areas. The CEP sets out the triggers and estimated time lines for the commencement and completion of each item of key DCP infrastructure, including shared ovals and facilities.

An example of a CEP is at the following link: http://www.swan.wa.gov.au/Residents/Planning_Building_Engineering/Planning/Development_Contribution_Plans_DCPs

Capital Expenditure Plan for the urban growth corridor

The Schedules in a CEP may not include every infrastructure item in a relevant DCP. Those that are included are either:

- Required to be included because they are classified as "community Infrastructure" in State Planning Policy 3.6. This applies to the active public open space and community centres; or

- Have a trigger for the provision of an item that is reliant on 'whole-of-DCP' factors rather than dependant on a particular staging sequence, for example, progressive delivery of multiple sports ovals and playing fields when funding permits and the need is generated.

Funding, grants and sponsorships

There are a number of ways that community groups and sporting clubs can generate much-needed funds for the development and use of facilities, shared or otherwise, to enhance and promote participation such as:

- Community Sporting and Recreation Facilities Fund;
- Sponsorship; and/or
- Other grants.

Community Sporting and Recreation Facilities Fund

The Community Sporting and Recreation Facilities Fund (CSRFF) is a funding program offered by the State Government to assist in the development of basic sporting infrastructure with a focus on increasing physical activity in the community.

The CSRFF represents a partnership opportunity for community organisations to work with local governments and DSR with DSR providing up to one third of funding.

Examples of some successful past projects funded by this program include:

- Floodlighting upgrades.
- Facility redevelopments.
- New or replacement of synthetic surfaces.

Projects like floodlighting can enhance school facilities and provide flexibility enabling extended hours of use that provides a broader community benefit.

Generally, clubs will have an opportunity to complete an Expression of Interest form that must be submitted to be eligible for funding from a local government authority.

While not exclusively limited to State-owned education facilities, funding applications for private education institutions would be considered and determined on a case-by-case basis.

Sponsorship

Sponsorship is often an integral part of a club to run day-to-day activities and to also keep fees as low for members as possible. Clubs must provide potential sponsors with a tangible benefit in exchange for sponsorship and remember that businesses want to be associated with clubs who have a professional and positive image.

Shared use facilities policy and legislation

Current legislation

The following legislative acts, regulations and policies confer powers of delegated authority on the Minister for Education and school Principals that govern the use of school facilities.

Proponents or organisations seeking to enter into a Shared Use Agreement will need to have due regard for all impacting legislative and policy frameworks relevant to the education sector.

These statutory documents include the following:

- School Education Act 1999 (WA) (sections 111, 112, 216, 218, 219, 220)
- School Education Regulations 2000 (WA) (Regulations 67, 69, 70, 72, 75, 78, 98)
- Commercial Arbitration Bill 2011 (WA)
- Commercial Tenancy (Retail Shops) Agreements Act 1985 (WA)
- Working with Children (Criminal Record Checking) Act 2004 (WA)
- Working with Children (Criminal Record Checking) Regulations 2005 (WA)
- Public Sector Management Act 1994 (WA)
- Workers Compensation and Injury Management Act 1981 (WA)

Other related legislation, specific to planning of schools, includes:

- Local Government Act 1995 (WA)
- Town Planning and Development Act 2005 (WA)
- Land Administration Act 1997 (WA)
- Vocational Education and Training Act 1996 (WA)

The documents listed above confirm the assigned or delegated authority given to enter into an agreement permitting the use of school facilities and resources.

The School Education Act 1999 and the School Education Regulations 2000 guide the Minister and school Principals on the powers and authority conferred on them permitting them.

The essential elements of the applicable acts and regulations that govern the community use of school facilities include:

- The Minister for Education can licence the use of school premises for periods up to 21 years and can also lease school premises for a minimum period of five (5) years.

- Under delegated authority, a Principal can only licence the use of school premises for two (2) years and to a licence value that does not exceed \$10,000 per annum.

A Principal has authority to:

- Give directions concerning procedures on school premises.
- Control what is brought onto, used and consumed on school premises.
- Permit activities on school premises not directly related to education.
- Empower authorised staff to order people to leave school premises.
- Prohibit entry of a person onto school premises.

Other relevant acts and statutory documents that inform shared use planning and development include:

- Town Planning and Development Act 2005 (WA)
- Land Administration Act 1997 (WA)
- Building Act 2011 (WA)
- Liquor Control Act 1988 (WA)
- Government Land Policy No. 4.1.5 (WA)
- Government Land Bulletin No. 7 2012 (WA)
- Land Valuers Licensing Act 1978 (WA)
- Vocational Education and Training Act 1996 (WA)
- Local Government Act 1995 (WA)
- Corporations Act 2001 (Commonwealth)
- Contaminated Sites Act 2003 (WA)
- Environmental Protection Act 1986 (WA).

Guiding policies

There are also a number of existing policies that provide the guiding principles for shared use planning.

The policies include:

State Planning Policy 3.6 – Development Contributions for Infrastructure (Western Australian Government 2009)

Establishes the principles that apply to the provision of community infrastructure in established and emerging suburbs by way of contributions equitably shared by all developers.

Livable Neighbourhoods: Element 8 – Schools (Western Australian Government 2007) Update

Provides planning guidance on the provision, co-location and interaction of school sites, community facilities and public open space.

Development Control Policy DC 2.3 – Public Open Space in Residential Areas (Western Australian Planning Commission 2002)

Confirms the requirement to provide free-of-cost 10% public open space (nature, recreation or sporting typology) of any gross subdividable area.

Development Control Policy DC 2.4 – School Sites (Western Australian Planning Commission 1998)

Confirms the need, location and frequency of schools and the requirements schools are co-located with public open space.

Government Land Policy 4.1.5 (Western Australian Government)

Affords protection over public open space (section 20A “public recreation” reserves from private interests).

Community Use of School Facilities and Resources (Department of Education 2008)

Confirms that school Principals must make school property, facilities and resources available for approved use by the community.

Alcohol on School Premises (Department of Education 2008)

Confers the responsibility on school Principals for granting permission for alcohol to be sold, supplied or consumed on schools premises in accord with the Liquor Control Act.

Occupational Safety and Health (Department of Education 2008)

Provides practical advice on maintaining safe and healthy teaching and learning environments on school property.

Risk and Business Continuity Management (Department of Education 2008)

Outlines assessment and management protocols for minimising or mitigating risk to students, teachers and the community, whilst on school property.

School Security (Department of Education 2008)

Guides implementation of security measures to create a safe environment and the protection of school property.

Smoking in the Workplace (Department of Education 2008)

Restricts smoking on school property in compliance with the relevant act and regulations.

Working with Children Checks (Department of Education 2004)

Confirms employees in child-related work require a valid check in compliance with the relevant Act.

Financial Management in School Assets and Resources Manual (Department of Education 2008)

Guides and assists schools to manage school finances.

Financial Management in Schools Finance and Accounting Manual (Department of Education 2008)

Outlines procedures that schools apply to their financial management practices.

Insurance and Claims Management (Department of Education 2008)

Provides schools with an overview of insurance coverage and claim procedures.

Insurance Certificates of Currency (Department of Education 2008)

Confirms level of insurance coverage as affected by RiskCover (Western Australian Government Treasury Managed Fund).

Glossary of terms

Administrative costs

The expenditures required to manage the operations and capital costs associated with the decision making, management and oversight of school facilities.

Building depreciation schedule

The determination is based on the quality of design, materials and construction quality of the average life expectancy of major building systems, components and structure. For example, if schools are built of brick, with tiled roofs, concrete floors and tile interior wall hallways, they may be considered to have 80 year life. If they are built with block, VCT floors, built up roof and sheet rock hallways, they would be considered to have a 30 year life.

Business plan

A plan that articulates business goals and the practical steps involved in reaching those goals. It includes a description of the proposed business, a comprehensive breakdown of costs and revenues, an overview of the market in which the business will operate and the process by which its objectives will be achieved. A shared-facility partnership project should develop a business plan that incorporates each partner's operational constraints, such as review or reporting requirements.

Capital cost basis

The type of valuation used for determining the capital cost of ownership – either current replacement value of buildings or a five year average of actual capital expenditures and related capital costs, such as interest and management of the capital program.

Capital costs

The expenditures associated with the purchase, construction and or capital renewal of facilities OR the current replacement value of the facilities.

Casual use

Availability for any individual or group to book part of the facilities at relatively short notice, for use on a pay-as-you-play basis.

Civic users

The entities or individuals from the local community who use the school facilities for civic purposes, such as voting, community meetings, informal recreation and shelter in an emergency.

Community core period

Nominally 6pm – 10pm on weekdays during school term time, 9am – 10pm on weekdays during school holidays and 9am – 6pm on weekends.

Community users

The non-profit entities or other public agencies that use the school facilities whose primary purpose is to provide programs and/or services that serve the local neighbourhood or community, but are not explicitly designed and operated to advance the academic success of the children in the school.

Constitution

A set of rules that a group of people have made and agreed upon that govern an association's internal management. These rules need to be documented, stating the powers and functions of a legal entity. Drafting an appropriate constitution is a critical starting point for any community organisation.

Exclusive use

A space within a school/community facility or its grounds which can be made available to the community on an exclusive use basis. In such instances a formal lease or licence may be appropriate. This is only undertaken in exceptional circumstances.

Heads of agreement

A nonbinding document outlining the main issues relevant to a tentative or planned partnership or other agreement. Similar to a Memorandum of Understanding, the agreement provides the key parameters of a proposed agreement between parties.

Holiday peak use period

Nominally during school holidays 9am – 7pm on weekdays and 9am – 11am on weekends.

Joint use agreement

The legal documentation of an arrangement whereby a school and one or more partner organisations come together to plan, build and in some cases jointly manage a facility that is to be used by the school and community groups or organisations.

Joint venture agreement

A contractual agreement between two or more business partners to assume a common strategy on a project. All partners generally agree to share the profits and losses through their common shareholdings.

Key performance indicators (KPIs)

A measure of performance commonly used by an organisation to define and evaluate its progress towards meeting long-term organisational goals. In relation to shared community facilities, a set of KPIs should relate to the vision and community priorities.

Lease agreement

A contract calling for the lessee (user) to pay the lessor (owner) for use of an asset. It also outlines the obligations of each party with respect to building use, security arrangements, maintenance and cleaning responsibilities.

Licence agreement

A contract that sets out the terms and conditions under which a licensor grants a license to a licensee in exchange for compensation. In the context of a school as a shared community facility, it is the legal documentation of an arrangement whereby an organisation uses a government school site on a regular basis.

Memorandum of understanding

A document describing an agreement between parties. It sets out shared ideas and roles, responsibilities and timeframes agreed between the parties, indicating an intended common line of action. It is not a legally binding document, but it may indicate an intention to enter into future legally binding arrangements.

Operating costs

The expenditures required to use a facility safely and in accordance with best practice with regard to utilities, custodial services, event set up, security and maintenance and repair.

Peak use period

Nominally during school term time 7pm – 10pm weekdays and 11am – 6pm on weekends.

Priority use

Generally priority use is allocated by agreement between the shared use parties. On school sites educational programs will have absolute priority in the use of school facilities and equipment during school hours. In other cases priority use may be allocated in accordance with an agreed priority based on predetermined clubs/community groups/activities, ratepayers and other approved organisations.

Private users

The entities, for profit or non-profit who are using the facility to raise revenue.

Program partners

The non-profit entities or other public agencies that use the school facilities whose primary purpose is to provide programs and/or services that are designed and operated to advance the academic success of the children in the school.

School premises

The land and buildings provided and used for the education purposes of the school.

Sports development

Initiate a program of activities aimed at attracting and sustaining the interest of new participants in sport with the overall objective of establishing or encouraging positive long term behavioural change.

Share dedicated to facilities

The percent of the administrative expenditure which is related to the decision making, management or oversight of school facilities.

Shared use agreement

An agreement between two or more parties to use a shared space or facility. As with a joint use, lease or licence agreement, it outlines the rights and responsibilities of the parties with respect to the shared facilities and can include security arrangements, maintenance and cleaning responsibilities.

Terms of reference

Used to describe the purpose and structure of a project, committee, meeting or negotiation and can include information about the membership and roles of office bearers. It may also contain information about the group's responsibilities, reporting obligations to other bodies, decision making authority and time constraints.

Total gross floor area (GFA)

The total gross square metres of all buildings in the shared facility which the cost elements in Cost of Ownership apply to.

Total site square meterage (SM)

The total land area encompassed by each district facility totalled in either GSF or acres.

Total usable hours per year

The total number of hours that the district operates its school facilities such that they can be occupied by administrative staff and/or teachers and students. For instance, where the school can be occupied five days a week, 10 hours a day for 50 weeks, then the total usable hours is 2500.

Vision statement

An aspirational description of what an organisation or community hopes to achieve in the mid-term or long-term future. It provides the framework for all future or strategic planning and may apply to an entire community, part of a community or a project.

Shared use facilities resources

There are a number of resources available for interested parties, who wish to engage with the Department of Education or individual schools for the purpose of using existing facilities or planning to share and use facilities at a future school.

These range from documents to confirm current and future intentions (Memorandum of Understanding), agreements that allow the incidental or regular use of school facilities (Licence to Use), long term joint arrangements for shared use (Licence Agreement) and where it is proposed that activities are conducted or services provided on school premises that are commercial in nature (Deed of Licence).

The Department of Education has also developed a number of guideline documents that outline the planning requirements for primary and secondary schools. Both these documents are referenced to existing statutory planning documents prepared by the Department of Planning.

Checklist

Considerations	Yes	No	N/A
Vision			
Provide a clear vision, strategy and objective for community use			
Policy			
Ensure that the principles of community use are embedded within an appropriately worded policy for the school or controlling body. This should include the establishment of simple letting procedures which are clearly understood by users and providers.			
Partnerships			
Cultivate key partnerships with clubs, associations or other organisations within the local community who have expressed a need for the facility provision being provided.			
Service provision			
Ensure the facility being offered for community use is aligned to the service provision being offered by the local government and not-for-profit sector within the catchment of the school site and does not duplicate, where possible or compete with existing community infrastructure.			
Sustainability			
Determine the most sustainable management and booking approach to ensure the most effective solution is available for the likely income to be generated. This should determine the most appropriate management solution for the site (ie key holder arrangement, permanent local authority management structure, not-for-profit management body alternatives).			
Business planning			
Takes into account the ongoing anticipated expenditure (maintenance, energy costs, training of staff and users, etc) and income required to offset these costs. The business plan does not necessarily need to ensure all cost are recouped from users, but must ensure a balanced and fair approach to cost apportionment.			
Budgeting			
Ensure that an appropriate budget is allocated within the school budget for the management of community use.			

Memorandum of Understanding

A Memorandum of Understanding (MOU) is a useful document that enables interested parties to make a joint statement of current intention to work collaboratively for the provision of shared facilities, which can be on and/or adjacent to a school site.

Whilst an MOU is not legally or contractually binding, it is a valuable mechanism for confirming each parties commitment to sharing facilities and making better use of public infrastructure. An MOU can be applied to:

- An individual school, either existing or new.
- A number of schools, both existing or new, in a defined development area or growth corridor.
- All existing or new schools contained within a specific local government area.

The duration of an MOU can be for a long period to ensure that there is an ongoing commitment by all parties. The terms of the MOU should be flexible enough to allow the document to be updated or amended as new issues emerge or circumstances change requiring a realignment of purpose or direction.

A generic draft MOU has been provided as a guiding template for preparing a suitable arrangement that is tailored to meet specific locations or requirements.

MEMORANDUM OF UNDERSTANDING

MINISTER FOR EDUCATION

AND

LOCAL GOVERNMENT AUTHORITY

for provision and shared use of
public open space and shared community infrastructure
on and/or adjacent to thethe school site

Month/Year

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Arrangements for shared use agreement

MEMORANDUM OF UNDERSTANDING

BETWEEN Minister for Education being a body corporate under the School Education Act 1999 of 151 Royal Street, East Perth ("Minister").

AND

(Local Government Authority)

1. Definitions

"Shared community infrastructure" means the infrastructure components that may be considered for inclusion in a Shared Use Agreement, including but not limited to the following:

1. Public open space
2. Active playing fields
3. Bores
4. Pumps
5. Irrigation infrastructure
6. Hard courts
7. Cricket nets
8. Lighting
9. Car parks
10. Community buildings such as pavilions and change rooms
11. Playgrounds
12. Libraries
13. School land and buildings
14. Major storm flood water storage and infiltration

"MOU" means this Memorandum of Understanding.

"Parties" means the Minister, the Local Government Authority

"Shared Use Agreement" means a Licence or similar Agreement between the Local Government Authority and the Minister that identifies the responsibilities and conditions for the development, use and maintenance of facilities on and/or adjacent to the school site by the Minister and the Local Government Authority.

2. INTRODUCTION

The Minister, the Local Government Authority have developed this MOU for the provision and use of Shared community infrastructure, on and/or adjacent to thethe school site within new residential development areas in the Local Government Authority.

This MOU intends to provide an overarching framework and understanding within which a site specific Shared Use Agreement can be established. It intends to identify the circumstances that would give rise to a shared use arrangement; the nature of the benefits potentially realised by each party; and the key elements of shared use arrangements (including key principles, roles and responsibilities etc).

In the event that parties to this MOU agree to proceed with the development and use of Shared community infrastructure on and/or adjacent to a the school site, the Local Government Authority and the Minister shall enter into a site specific Shared Use Agreement that reflects the key principles outlined in this MOU and clearly defines the responsibilities for development, use and maintenance of any shared use Shared community infrastructure.

This MOU is based on an understanding that the Minister, Local Government Authority need to work collaboratively to ensure the most efficient and effective use of resources and the achievement of agreed outcomes.

3. FOUNDING PRINCIPLES

The parties intend the following -

1. Shared Use

That nominated Shared community infrastructure within co-located public open space and the school site be shared to:

- provide optimal provision of community infrastructure.
- provide a cost effective way for the parties to deliver community infrastructure.

- reduce duplication of community infrastructure.
- It is intended that the Shared community infrastructure be used primarily for active recreation.

2. Co-operative Planning

That co-located public open space and theand the school site are subject to co-operative planning.

3. Consultation

That the parties to a Shared Use Agreement undertake regular consultation with user groups during the currency of that Agreement.

4. Efficiency and Effectiveness

That the resources of the parties and user groups be used efficiently and extended for the maximum benefit of the community.

5. Shared Cost

That costs associated with a Shared Use Agreement be fairly shared among the parties to that Agreement. User groups may contribute to basic operating costs of facilities and may be offered the opportunity to purchase or supply enhanced levels of service and to participate in capital improvements.

4. PURPOSE

This MOU is designed to:

- Provide an overarching framework for the provision and use of Shared community infrastructure on and/or adjacent to the school site within new residential development areas in the Local Government Authority of
- Promote the spirit of co-operation and mutual support.
- Promote the sharing, efficient and effective use of resources to deliver opportunities for the development and shared use of Shared community infrastructure.

5. JOINT OUTCOMES

The parties intend the fulfilment of the following outcomes -

- Community access to public open space, buildings and other community infrastructure on and/or adjacent to the school site outside of school hours.
- Access by schools to public open space, buildings and other community infrastructure on and/or adjacent to the school site within school hours; including exclusive use of a shared oval during school hours.
- Provision for major storm flood water storage and infiltration within open space on or adjacent to the school site
- Maximising the efficient and effective use of land, buildings and other community infrastructure on and/or adjacent to the school site resulting in cost effective delivery of services to all stakeholders.

6. CIRCUMSTANCES THAT WOULD GIVE RISE TO A SHARED USE AGREEMENT

Shared use arrangements will be considered where the co-location of the school site and public open space is suitable for the development of Shared community infrastructure; and/or where shared use of ovals and facilities located on the Minister's land is provided for. The following matters will be considered when determining the suitability or otherwise of individual sites for co-location and shared use.

- Accessibility to the local community;
- The total area of the school and open space site;
- The shape and configuration of the site in terms of its capacity to accommodate a range of sporting activities;
- The topography of the site, and the extent of any constraints that may not be conducive to constructing level and well drained playing fields;
- The form and extent of any public utility infrastructure, such as drainage, overhead power lines, easements etc within the overall site;
- Transport integration (road capacity, paths, street parking, set down areas, traffic management and results of traffic impact study/safety audits etc);
- Key development principles, such as car park locations, school entry location, active playing field location, vegetation protection, utility service connection points etc.
- Key principles for sharing of development, use and maintenance of joint facilities, including cost sharing and likely timing of development of the school and open space, as well as design and construction responsibilities.

- Opportunities for the development of shared use facilities eg active/passive recreation open space, car parks, hard courts, cricket nets, playgrounds, libraries, other partnering opportunities etc;
- Share use arrangements will be considered where there is mutual benefit to all parties.

7. BENEFITS OF A SHARED USE AGREEMENT TO EACH PARTY

It is intended that the development of Shared Use Agreements will provide benefits for all parties. Shared benefits may include:

- Shared cost for the development, maintenance and renewal of assets.
- Less duplication and more efficient utilisation of the community's large investment in recreation and school facilities and resources.
- Access for the community to a wider range of facilities and resources.
- Increased utilisation of public open space and facilities.
- Increased opportunities for participation in physical activity.

Minister for Education

The benefits for the Minister may include:

- The School/s will have access to an improved standard of public open space, buildings and other community infrastructure than may otherwise be available.
- Improved levels of security for the school through out-of-hours use.
- Maximising the efficient and effective use of land, buildings and other community infrastructure on and/or adjacent to the school site resulting in cost effective delivery of services to the community.
- Reduced construction and maintenance costs.

Local Government Authority

Benefits for the Local Government Authority may include:

- The community will have improved access to public open space, buildings and other Community infrastructure than may otherwise be available.
- Maximising the efficient and effective use of land, buildings and other community infrastructure on and/or adjacent to the school site resulting in cost effective delivery of services to the community.

8. ROLES AND RESPONSIBILITIES

- In the event that the parties to this MOU agree to proceed with the development and shared use of Shared community infrastructure on and/or adjacent to a the school site, the roles and responsibilities for the development, use and maintenance of any Shared community infrastructure will be clearly defined within a Shared Use Agreement.
- Whilst the clear definition of roles and responsibilities is outside the scope of this MOU, it is useful to identify the type of roles and responsibilities likely or possibly to be included in a Shared Use Agreement, being those set out in Attachment 1.

9. DURATION

The initial term of this MOU shall be for a period of 20 years from the commencement date (being the date of signing of this MOU by the parties), and may be extended for any such additional period with agreement by the parties.

10. DISPUTE RESOLUTIONS

The parties intend to attempt to settle all disputes arising from the execution or in connection with this MOU through friendly consultation between the parties.

11. NOT BINDING

The Parties confirm that this MOU is not intended to be and neither is it legally or contractually binding and that this MOU does not impose any legal liability or obligation upon the State of Western Australia, any Minister of the State of Western Australia, the parties or their respective employees and advisers. This MOU is not binding on any party whatsoever. This MOU is merely a statement of current intention on the part of the parties.

Dated this _____ day of 20_____

SIGNATORIES

Minister for Education

Local Government Authority

ATTACHMENT 1: ARRANGEMENTS FOR SHARED USE AGREEMENT

Development

1. The Local Government Authority and the Minister shall have input into the design of Shared community infrastructure to enable the needs of both parties to be accommodated;
2. The timing for the development of Shared community infrastructure will be determined by the demand created by community need and will accommodate the needs of both parties where possible;
3. The Local Government Authority will arrange for the construction of the open space, including turf, bores, pumps, reticulation, landscaping, lighting and other infrastructure such as practice wickets, football goal posts etc;
4. Development of Shared community infrastructure shall occur such that public access is not physically restricted ie not fenced off.
5. The Minister and the Local Government Authority shall negotiate a fair and equitable cost sharing arrangement for the development of the Shared community infrastructure based on individual circumstances and proposed access to Shared community infrastructure.
6. Contributions towards infrastructure, such as car parks, toilet blocks and change rooms etc shall be negotiated on an individual basis;
7. The Local Government Authority and the Minister agree to enter into negotiations to contribute toward future capital expansion works based on an evaluation of school and community needs where appropriate.
8. The Local Government Authority shall maintain overall booking responsibility for the shared use open space and facilities;
9. The Minister shall have exclusive or priority use of the shared use open space during school hours (from 8am to 4pm or other such hours as agreed) excluding school holiday periods, subject to Council applying and being granted consent by the Minister for Lands (or other relevant Minister or State Government authority) for any exclusive use of any Section 152 (formerly s20a) Reserves;
10. The Local Government Authority shall have priority use of the shared use open space after 4pm on school days, all day on weekends, public holidays and school holidays;
11. The Local Government Authority shall liaise with the Minister to determine the most suitable days and times for ongoing maintenance of the Shared community infrastructure; will provide advanced notice for any significant maintenance that may need to be carried out which is outside of normal times; and retains right of access for emergency maintenance purposes.
12. The Local Government Authority and the Minister shall develop a process for each party to follow in the event that it wishes to use Shared community infrastructure outside agreed times.

Maintenance and Renewal

1. The Local Government Authority maintains the entire shared open space area;
2. The Minister provides a contribution to the Local Government Authority, based on the Local Government Authority's costs to maintain and renew the facility. This includes but is not limited to:
 - » Turf mowing;
 - » Fertilising;
 - » Renovations;
 - » Top dressing;
 - » Irrigation system maintenance and renewal;
 - » Watering costs;
 - » Maintenance and renewal of other shared infrastructure such as cricket practice wickets;
 - » Landscaping;Insurance;
 - » Car Parking;
 - » Lighting;
 - » Shared use facilities such as buildings, playgrounds etc., and
3. Other as determined by Local Government Authority and the Minister.

Licence Agreement

The Department of Education and a Local Government Authority will enter into an agreement to jointly fund and maintain shared facilities that could either be located on Education land and/or Local Government land. These agreements confirm agreed equitable cost apportionment and operational and financial arrangements that ensure efficient and effective management of shared facilities.

Licence agreements are used for joint arrangements for facilities such as sports ovals, playing fields, multi- marked hard courts and sports halls or recreation centres.

A generic agreement is provided as a guide for preparing a site or facility specific joint arrangement. Terms and conditions will vary subject to issues such as locality, availability and costs of service infrastructure and local area maintenance costs.

2015

[Entity name]

AND

MINISTER FOR EDUCATION

LICENCE AGREEMENT FOR THE SHARED USE OF
FACILITIES FOR SPORTING AND RECREATIONAL PURPOSES
AT [PRIMARY SCHOOL]

Month/Date

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THIS AGREEMENT is made the day of 20

BETWEEN:

MINISTER FOR EDUCATION a body corporate pursuant to the provisions of the School Education Act 1999 of 151 Royal Street, East Perth in the State of Western Australia (the Minister)

AND

[] a local government and body corporate under the Local Government Act 1995 of [] in the said State (the Local Government).

RECITALS

- A. The Facilities are situated on the Land.
- B. The Local Government [is the registered proprietor] or [has care, control and management] of the Land.
- C. The Local Government has agreed to grant to the Minister a licence to use the Facilities on the terms and conditions contained in this Agreement.

OPERATIVE PART

IT IS HEREBY AGREED:

1. Definitions and Interpretation

In this Agreement unless the contrary intention appears:

Authority

means any entity, person or group of persons empowered by Statute or otherwise to perform and carry out public regulatory administrative or executive functions of Commonwealth State or local government

Business Day

means any day other than a Saturday, Sunday or public holiday in the State.

Commencement Date

means the date specified in item 5 of the Schedule.

CPI

means the consumer price index compiled by the Australian Bureau of Statistics for Perth (Capital Local Government) (all groups index numbers) or any substitute for that index accepted by the Government of the Commonwealth of Australia from time to time provided that if the index number base adopted by the Australian Statistician for the index number at any time is updated the index number is to be appropriately adjusted as from the same time. If at any time either or both the Consumer Price Index and the index number is discontinued or suspended or, in the reasonable opinion of the Local Government, substantially is altered there is to be substituted for the Consumer Price Index and the index number the alternative method of computing changes in the cost of living which is mutually agreed in writing between the Local Government and the Minister during the period of 10 Business Days after written notice given by the Local Government to the Minister or, failing that agreement, which in the opinion of an expert appointed by the President for the time being of the Institute of Chartered Accountants in Australia (WA Division) at the request of the Local Government or the Minister or both of them most closely reflects changes in the cost of living for the Perth Metropolitan Region (the costs of that expert being borne by the Local Government and the Minister in equal shares).

Department

means the Department of Education..

Facilities

means the facilities specified in item 2 of the Schedule.

Further Term

means the further term specified in item 6 of the Schedule.

GST

has the same meaning and usage as that contained in A New Tax System (Goods and Services Tax) Act 1999.

GST Act

means A New Tax System (Goods and Services Tax) Act 1999.

Input Tax Credit

has the meaning given in section 195-1 of the GST Act.

Land

means the land specified in item 1 of the Schedule.

Licence

means the licence referred to in Clause 2.

Local Government's Authorised Times of Use

means the times of use of the Facilities by the Local Government specified in item 7(b) of the Schedule.

Local Government's Visitors

means all officers, employees, agents, contractors, licensees, invitees or representatives of the Local Government.

Loss

means loss, damage, liability, lawsuit, action, writ, proceeding, cost or expense.

Major Maintenance

means any maintenance activity carried out on the Facilities set out in the table in item 9(d) of the Schedule;

Minister's Authorised Times of Use

means the times of use of the Facilities by the Minister specified in item 7(a) of the Schedule.

Party

depending on the context means the Local Government or the Minister and

Parties

means both of them.

Primary Payment

means any payment by the Minister to the Local Government under this Agreement.

Principal

means the Principal or acting Principal of the School.

Review Date

means each anniversary of the Commencement Date.

Routine Maintenance

means any maintenance activity carried out on the Premises set out in item 9(c) of the Schedule.

Schedule

means the schedule annexed to this Agreement.

School

means the School specified in item 3 of the Schedule.

School days

means all days on which students are required to attend the School for instruction in accordance with the provisions of the School Education Act 1999.

State

means the State of Western Australia and any government department, agency and instrumentality thereof.

Statute

includes all Statutes (State and Federal) for the time being enacted or modifying any Statutes and all regulations, bylaws and other statutory orders and instruments made under any Statute.

Taxable Supply

has the meaning given in section 195-1 of the GST Act.

Tax Invoice

has the meaning given in section 195-1 of the GST Act and in the A New Tax System (Goods and Services Tax) Regulations 1999.

Term

means the term specified in item 4 of the Schedule and where the context so permits includes any extended or renewed term.

1.2 In this Agreement unless a contrary intention appears:

- (a) references to a person include that person's legal personal representatives, assigns and successors;
- (b) an obligation on the part of two or more parties shall bind them jointly and severally and a right in favour of two or more parties shall be enforceable by them jointly and severally;
- (c) references to this Agreement include its schedules and annexures;
- (d) references to a person which has ceased to exist or has been reconstituted, amalgamated, reconstituted or merged or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place or by which its functions have become exercisable;
- (e) words importing any gender include the other genders;
- (f) headings shall be ignored in the construction of this Agreement;
- (g) reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (h) where time is to be calculated from a day or event, such day or the day of such event shall be excluded;
- (i) words importing the singular include the plural and vice versa;
- (j) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and includes telex and facsimile transmission;
- (k) references to persons include corporations and vice versa;
- (l) references to time are to local time in Perth, Western Australia;
- (m) references to this Agreement or any other document include the document as varied, extended, renewed or replaced, and notwithstanding any change in the identity of the parties thereto;
- (n) references to a statute whether by name or otherwise includes the amendments to the statute for the time being in force and also any statute passed in substitution for it or in lieu of it and all subsidiary or subordinate legislation for the time being in force under it;
- (o) if a word or phrase is defined, cognate words and phrases have corresponding definitions;
- (p) reference to a clause means a clause of this Agreement;
- (q) all the provisions in the Schedule are incorporated in and form part of this Agreement.
- (r) no rules of construction apply to disadvantage a Party on the basis of that Party being responsible for the preparation of this Agreement or any part of it;
- (s) reference to \$ or Dollars is a reference to Australian dollars;
- (t) reference to the Minister using the Facilities means and includes use of the Facilities by the Minister or any of its employees agents contractors licensees invitees or students of the School. Grant of Licence

2. Grant of licence

The Local Government grants to the Minister a licence to use the Facilities, for School sporting and recreational use, during the Minister's Authorised Times of Use, for the Term or until such time as the Minister divests itself or is divested of its rights over or in the School (whichever occurs sooner). Nothing expressed or implied in this Agreement shall confer a right of exclusive occupation of the Facilities to the Minister and the Local Government may at any time and at all times and from time to time exercise all of its rights in respect of the Facilities except where such rights shall:

- (a) prevent the operation of the Licence and rights with respect to the Facilities granted pursuant to this Agreement; and
- (b) be inconsistent with the express provisions of this Agreement.

3. Facilities' Maintenance

3.1 The Local Government shall at all times during the Term in all things keep and maintain -

- (a) the Facilities well cleansed and drained and in good sanitary condition;
- (b) all buildings fences gates and other improvements now or hereafter comprising the Facilities in good tenable repair order and condition; and
- (c) all grassed areas on the Facilities so that a uniform coverage of grass is obtained.

3.2 Without limiting clause 3.1, the Local Government shall carry out mowing, fertilising, weed control and irrigation maintenance and renovations on the Facilities.

- 3.3 The Local Government will ensure that all its employees, agents, workmen and contractors contact the Principal prior to carrying out any maintenance to the Facilities during the Minister's Authorised Time of Use;
- 3.4 The Local Government will not carry out any pest or weed control treatment on the Facilities during the Minister's Authorised Times of Use (during School days). The Local Government will give the Principal at least a week's written notice of any proposed weed control treatment to be undertaken.
- 3.5 On expiration of a period of use of the Facilities by a Party or any of that Party's employees agents or invitees (whichever the case may be) that Party shall leave the Facilities in a clean sanitary and tidy condition free from litter waste and rubbish and ready for immediate use by the other Party and other persons duly permitted to use the Facilities.

4. Records and Audited Accounts

The Local Government shall keep true, accurate and up-to-date records of its receipts and expenditure in respect of the Facilities and shall allow the Minister to inspect and/or take copies of those records at any time and from time to time provided that reasonable notice is first given by the Minister on each occasion. The Local Government shall, at intervals of no greater than twelve (12) months during the currency of this Agreement, provide the Minister with properly audited accounts of its receipts and expenditure in respect of the Facilities.

5. Booking of Facilities

The Minister is not responsible for the supervision and management of bookings for groups using the Facilities outside the Minister's Authorised Times of Use.

6. Assignment

The Minister shall not without the prior written consent of the Local Government (which consent may be arbitrarily withheld) and the Minister for Lands [REQUIRED ONLY IF THE RELEVANT LAND IS CROWN LAND] assign, transfer, encumber or otherwise dispose of the Facilities or any part thereof or the rights, liberties or authorities granted to the Minister under this Agreement.

7. Waiver

- 7.1 No right of any Party under this Agreement shall be deemed to be waived except where such a waiver is in writing signed by or on behalf of that Party.
- 7.2 A waiver by a Party shall not prejudice the rights of that Party in respect of any subsequent or other breach of the Agreement by the other Party.
- 7.3 A failure by a Party to enforce any provision of this Agreement or any forbearance, delay or indulgence granted by a Party to the other shall not be construed as a waiver of the first mentioned Party's rights under this Agreement.

8. Variation

This Agreement may only be varied by agreement signed in writing by both Parties.

9. Option to Renew

This Agreement shall be extended for the Further Term (on the same terms and conditions as this Agreement with the exception of this clause 9) if:

- (a) prior to the expiration of the Term this Agreement has not been terminated; and
- (b) both Parties desire to extend this Agreement for the Further Term; and
- (c) the Minister gives to the Local Government written notice of its desire such notice being received by the Local Government not more than 6 or less than 3 months prior to the expiration of the Term; and
- (d) during the Term there had been no breach of any term of this Agreement by the Minister which was not rectified strictly in accordance with a notice of breach being given by the Local Government.

10. Termination

- 10.1 Notwithstanding anything expressed or implied in this Agreement to the contrary, either Party may, by giving 6 months' notice in writing to the other Party, terminate this Agreement for any reason whatsoever and upon the expiration of that 6 month period, this Agreement shall terminate but any rights of action or claims which accrued or arose to either Party prior to such termination are hereby preserved.
- 10.2 If the Minister breaches or fails to comply with any term of this Agreement; and after having been served with a written notice:
 - (a) specifying the breach or failure; and
 - (b) requiring that breach or failure to be rectified within a reasonable period specified in the notice (being not less than 14 days),

fails or refuses to so rectify that breach or failure within that period, then the Local Government shall be entitled to terminate this Agreement and such termination shall take effect immediately upon the Minister being served with notice of termination.

11. Notices

11.1 Notices that may or must be sent under or in connection with this Agreement shall be in writing, signed by the Party or representative of the Party giving notice, and may be delivered by pre-paid post, by hand or by facsimile transmission to the other Party at the relevant address or facsimile number set out in item 8 of the Schedule.

11.2 Notices shall be deemed to be received:

- (a) (in the case of delivery by pre-paid post) two Business Days after deposit in the mail;
- (b) Immediately upon delivery by hand; or
- (c) immediately upon an apparently successful facsimile transmission being noted in document form by the sender's facsimile transmitter.

12. School Education Act 1999 remains unaffected

Nothing in this Agreement shall affect or be deemed to affect any right power authority or duty conferred or imposed upon the Minister under the School Education Act 1999.

13. Not to obstruct or cause nuisance

The Minister shall not do or leave undone or allow or suffer to be done or left undone any act matter or thing whereby a nuisance or anything in the nature of or which may be deemed to be a nuisance by any Authority or within the meaning of any Statute (State or Federal) now or hereafter in force may exist arise or continue upon or in connection with the Facilities or any business carried on upon the same or the use thereof and shall forthwith abate any such nuisance or alleged nuisance and shall carry out and comply with all the provisions of every such Statute and of every requisition and order of any Authority in reference thereto.

14. Comply with Statutes

The Minister shall and shall ensure that its employees agents contractors licensees and invitees shall at all times duly and punctually comply with observe and carry out and conform with the provisions of any Statute now or hereafter in force and all requirements and orders of any Authority which effect the Facilities or the use thereof.

15. Report Damage etc

The Minister shall promptly report any theft of, damage to, deficiency in, destruction of, or other fault in relation to the Facilities to the Local Government upon the happening of the same and do all things and take all steps that are reasonable so as to minimise and mitigate any loss caused or occasioned thereby.

16. Local Government Responsible

The Local Government will be responsible for any Loss incurred or suffered by the Minister or any officer, employee, agent, contractor, licensee, student, invitee or representative of the Minister during the Minister's Authorised Times of Use of the Facilities as set out in this Agreement to the extent caused or contributed to by the Local Government not carrying out any necessary repairs to or maintenance of the Facilities.

17. Debts

If under this Agreement a Party is claiming monies owing as a debt from the other Party, the claiming Party will provide the other Party with an invoice and true copies of all documentation in support of the debt being claimed.

18. Signs

The Minister shall not affix or cause or permit to be affixed or exhibited anywhere in or on the Facilities any poster signboard neon sign or advertisement except as shall be first approved in writing by the Local Government.

19. Alcohol

Except as provided under the provisions of the School Education Act 1999 and the School Education Regulations 2000 and in accordance with the provisions of the Liquor Control Act 1988 and the Liquor Control Regulations 1989, the Local Government shall not permit the consumption of alcoholic beverages on the Facilities unless it has written authorisation from the Principal or an authorised officer of the Department.

20. Local Government to Promote Community Awareness

The Local Government shall, at its own cost and expense, be responsible for advertising the Facilities and otherwise promoting community awareness of and interest in the same from time to time.

21. Insurance

- 21.1 Each Party must at its own expense during the Term (and the Further Term if applicable) effect, maintain and keep current the following insurances with its self insurance fund or an insurer authorised by the Australian Prudential Regulation Authority to conduct insurance business in Australia to the reasonable satisfaction of the other party:
- (a) public liability insurance in an amount of not less than TEN MILLION DOLLARS (\$10,000,000.00) in respect of any one occurrence, unlimited in the aggregate or such amount as shall be determined at the reasonable discretion of the other Party from time to time to reflect prudent commercial practices;
 - (b) property insurance covering loss of or damage to any equipment that a Party provides for use on the Facilities for its full replacement value; and
 - (c) workers compensation insurance in accordance with the provisions of the Workers' Compensation and Injury Management Act 1981 including cover for common law liability for an amount of not less than FIFTY MILLION DOLLARS (\$50,000,000.00) for any one event in respect of that Party's workers.
- 21.2 As and when requested either Party must give to the other Party sufficient evidence of the existence of the insurances set out in clause 21.1 or provide certificates of currency in respect of those insurances.

22. Indemnity

- 22.1 Each Party shall indemnify and keep indemnified the other Party (including its officers, employees, agents, contractors, licensees or representatives) from and against all Loss incurred or suffered by or brought against any of those indemnified to the extent that the same was caused or contributed to by any tortious or other unlawful act or omission (including breach of a contractual term, condition or warranty) by the first mentioned Party or any of its officers, employees, agents, contractors, licensees, invitees or representatives.
- 22.2 In clause 22.1 Loss means loss, damage, liability, lawsuit, action, writ, claim, demand, proceeding, cost or expense arising from or in connection with:
- (a) any aspect of this Agreement (including the Licence and the Facilities); or
 - (b) any damage to the Facilities or other property of any person whosoever; or
 - (c) the death of, or injury or illness to, any person whosoever.
- 22.3 For the purposes of clause 22.1, neither the Local Government nor any of the Local Government's Visitors is, or shall be considered or deemed to be, a licensee or invitee of the Minister.

23. Costs

- 23.1 The costs of maintaining the Facilities shall be shared by the Parties as set out in item 9 of the Schedule.
- 23.2 Each Party shall pay its own legal costs in connection with the negotiation and preparation of this Agreement.
- 23.3 The Minister shall pay 100% of all costs charges and expenses for which the Local Government shall become liable in consequence of or in connection with any default by the Minister in performing or observing any covenants conditions or stipulations herein contained or implied and on the part of the Minister to be performed or observed except to the extent that the same was caused or contributed to by any tortious or other unlawful act or omission (including breach of a contractual term, condition or warranty) by the Local Government.

24. GST

- 24.1 The amount of all Primary Payments specified in this Agreement are exclusive of GST except where stated otherwise.
- 24.2 If GST is payable by the Local Government in respect of a Primary Payment or any part in connection with a Taxable Supply provided under this Agreement:
- (a) the Primary Payment is increased by an amount equal to the applicable GST; and
 - (b) the Minister must pay the amount of the increase in the same manner and on the same date as the Minister is required to pay the Primary Payment.
- 24.3 If the Primary Payment consists (wholly or partly) of the recovery by the Local Government of all or a portion of the Local Government's costs, the Primary Payment is to be reduced by the amount (or corresponding proportion) of the Input Tax Credits available to the Local Government in respect of these costs and then increased by any applicable GST payable under clause 24.2.
- 24.4 If a Primary Payment is to be increased to account for GST under clause 24.2 the Local Government must, at least one month before the date on which the increased Primary Payment is to be paid, issue a Tax Invoice to the Minister.

25. Dispute Resolution

- 25.1 If any dispute or difference arises between the Parties in connection with any aspect of this Agreement, the Parties will refer the matter to the Principal or an officer from the Facilities Program Delivery of the Department and a nominated representative of the Local Government for the negotiation who will have authority to settle the dispute on behalf of the Parties.

- 25.2 If the Principal or an officer from the Facilities Program Delivery of the Department and the nominated representative of the Local Government cannot settle the dispute within 28 days of the matter being referred to them then the dispute or difference shall be referred to and determined by arbitration under and in accordance with the provisions of the Commercial Arbitration Act 1985 and any party may be represented by a duly qualified legal practitioner or other representative.

26. Miscellaneous

- 26.1 Whenever the consent of the Minister is required under this Agreement:
- (a) that consent may be given or withheld by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Minister may determine;
 - (b) the Minister is not required to provide a reason or reasons for giving or refusing its consent; and
 - (c) the Local Government agrees that any failure by it to comply with or perform a condition imposed under clause 26(a)(i) will constitute a breach of a condition by the Local Government under this Agreement.
- 26.2 The Parties must do everything reasonably necessary, including signing further documents, to give full effect to this Agreement.
- 26.3 Nothing in this Agreement may be construed to make the Local Government a partner, agent, employee or joint venturer of the Minister.
- 26.4 The Local Government must not represent that the Local Government or any of its personnel are the employees, agents, partners or joint venturers of the Minister.
- 26.5 The rights, powers and remedies in this Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.
- 26.6 This Agreement supersedes all prior negotiations, understandings and agreements between the Parties relating to the matters covered by this Agreement and constitutes the full and complete agreement between the Parties relating to the matters covered by this Agreement.
- 26.7 The Parties agree that Part IF of the Civil Liability Act 2002 (WA) is excluded and does not apply to the Parties' liabilities under this Agreement.
- 26.8 This Agreement is governed by the laws of the State of Western Australia. The Parties irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia.

SCHEDULE

Item 1 (Clause 1.1) Land

[] and being the whole of the land in [Qualified] Certificate of [Crown Land] Title Volume [] Folio []

Item 2 (Clause 1.1) Facilities

[Description of Facilities]

Item 3 (Clause 1.1) School

[Name of School]

Item 4 (Clause 1.1) Term

[] years commencing on [] and expiring on []

Item 5 (Clause 1.1) Commencement Date

[Commencement Date]

Item 6 (Clause 1.1) Further Term

[] years commencing on [] and expiring on []

Item 7 (Clause 1.1) Times of Use by Minister

- (a) The Minister shall be entitled to use the Facilities between the hours of 8.00 a.m. and 4.00 p.m. on all School days and/or such other times as are first agreed to by the Parties in writing.
- (b) The Local Government shall be entitled to use the Facilities at all times other than the times specified in item 7(a) of the Schedule and/or such other times as are first agreed to by the Parties in writing.

Item 8 (Clause 14.1) Notices

Minister: Facilities Program Delivery,
Department of Education and Training
151 Royal Street
EAST PERTH WA 6004
FAX: 9264 5300

Local Government: Chief Executive Officer
Address

Item 9 (Clause 1.1) Costs Sharing of Maintenance

(a) Contribution

The Minister shall pay the sum of \$ [] (inclusive of GST) (Contribution) to the Local Government [specify regularity eg annually] in arrears commencing on the first anniversary of the Commencement Date within 30 days after receiving an invoice from the Local Government being the Minister's contribution to the costs of routine maintenance for the Facilities. The Contribution for routine maintenance has been calculated using the figures set out in Item 9(c) of the Schedule.

(b) Review of Contribution

The Contribution shall be reviewed on each Review Date using the following formula:

$$RC = CC \times CCPI$$

PCPI

Where:

RC = the adjusted Contribution payable from and including the relevant Review Date;

CC = the Contribution payable for the review period immediately preceding the Review Date in question;

CCPI = the CPI as last published by the Australian Statistician prior to the relevant Review Date;

PCPI = the CPI as last published by the Australian Statistician prior to latter of the Commencement Date or the previous Review Date.

(c) Routine Maintenance

It has been agreed between the Local Government and the Minister that the following cost sharing arrangements for maintaining the Facilities will apply:

Contribution calculation:

Mowing per annum = \$

Turf renovation/maintenance per annum including

verti-mowing, dethatching, fertilising,

broadleaf weed control and wetta soiling = \$

Therefore the total annual cost excluding GST of routine maintenance of the Facilities is \$_____

The total playing area of the Facilities is [] square metres and the Minister's portion of this total area is [] square metres.

The calculated cost of routine maintenance of the grassed area of the Facilities is [total annual cost ÷ total area] = \$_____ per square metre per annum.

The Minister's portion of the routine maintenance costs (being the Contribution) are \$_____ per annum.

(d) Major Maintenance

(i) Subject to paragraph (ii) below, the Minister and the Local Government shall share those costs incurred for any Major Maintenance in accordance with the table set out below. The Minister shall pay those costs within 30 days after receiving a tax invoice from the Local Government.

(ii) The Local Government will not carry out any Major Maintenance on the Facilities without first providing the Minister with details in writing of the scope and cost of the Major Maintenance required and obtaining the Minister's prior written approval to carry out same.

Activity	Minister	Local government
Major maintenance	%	%
Rectification of the grass dying	%	%
Major maintenance of the reticulation servicing the Facilities	%	%
Major maintenance and/or replacement of the bore located on the Local Government's Land/the Minister's Land [delete as appropriate]	%	%

All invoices to the Minister are to be addressed to:

Strategic Asset Planning
Department of Education and Training
151 Royal Street
EAST PERTH WA 6004

EXECUTED by the Parties.

THE COMMON SEAL of the)
was hereunto)
affixed in the presence of)

MAYOR

CHIEF EXECUTIVE OFFICER

SIGNED for and on behalf of the)
MINISTER FOR EDUCATION by)
.....)
A/Deputy Director General of the)
Department of Education and Training,)
the officer delegated this authority)
pursuant to sections 224 and 225)
of the School Education Act 1999 (WA))
in the presence of)

Witness signature

Witness Full Name (Please print)

Witness address (Please print)

Witness occupation (Please print)

APPROVED FOR THE PURPOSES OF SECTION 18 OF THE LAND ADMINISTRATION ACT 1997.

by Order of the Minister for Lands

Cost sharing schedule

It is recommended when preparing a licence agreement for a joint arrangement, a cost sharing schedule is incorporated in the agreement. The schedule should identify individual elements of a shared facility such as buildings and amenities, ancillary buildings, fixtures and equipment and service infrastructure.

Equitable and agreed cost apportionment should be assigned to each element so it is clear to all parties what each party is responsible for when sharing the use of facilities. This schedule can also be applied to capital cost sharing agreements when facilities will be jointly developed in partnership.

A similar schedule could also be included in an MOU to confirm an intention to formalise both capital and recurrent cost commitments. A generic schedule is provided to assist with the preparation of documents and agreements when joint arrangements will benefit from development of comprehensive schedules.

(Note: The following schedule does not in any way represent a confirmed position by either the Department of Education and the Department of Sport and Recreation. The schedule is provided as a guide and for information only and has been provided to assist with the understanding of equitably sharing in the cost to develop and maintain shared facilities.)

Joint development schedule

Items	Area (m ² , m ³), length (m), quantity (Unit)	Shared (Yes, No, Maybe)	LGA/DoE contribution (%)	Comments
Associated amenity				
Bike rack	Qty	N	N/A	N/A
Chairs and tables	Qty	Maybe	50%	Does not form part of the standard brief provisions for a school.
Shelters and shade	Qty	Maybe	50%	Does not form part of the standard brief provisions for a school.
Gazebos	Qty	Maybe	50%	Does not form part of the standard brief provisions for a school.
Water fountains	Qty	Maybe	50%	Does not form part of the standard brief provisions for a school.
Wastebins	Qty	Y	50%	Does not form part of the standard brief provisions for a school but provides amenity for students and staff.
Playgrounds/space	Qty	N	N/A	N/A
Exercise equipment	Qty	N	N/A	N/A
Goals posts and sleeves	Qty	Y	50%	Standard brief provision for a school.
Soccer goals	Qty	Y	50%	Standard brief provision for a school.
Basketball backboards/ hoops and netball posts	Qty	Y	50%	Standard brief provision for a school.
Tennis nets and posts	Qty	Y	50%	Standard brief provision for a school.
Cricket practice nets	Qty	Y	50%	Standard brief provision for a school.
Cricket pitches and cover	Qty	Y	50%	Standard brief provision for a school.
Car parking	Qty	Maybe		There is potential for developing cross boundary parking areas for increasing out of school hour capacity and amenity during school hours.
Chain mesh fencing	Area + length	Y	50%	Provisional sum for other.
Additional items	Qty	Y	50%	Provisional sum for other articles.

Items	Area (m ² , m ³), length (m), quantity (Unit)	Shared (Yes, No, Maybe)	LGA/DoE contribution (%)	Comments
Landscaping				
Irrigation system	Qty	Y	50%	As required.
Garden kerbing	Area + length	Y	50%	As required.
Retaining walls	Area + length	Y	50%	As required.
Mulch	Area	Y	50%	As required.
Bollards, chain gate/ boomgate	Qty	N	N/A	N/A
Concrete dual path system and pads	Qty	N	N/A	N/A
Trees and shrubs supply and install	Qty	Y	50%	As required.
Garden beds	Qty	Y	50%	As required.
Turf (roll on)	Qty	Y	50%	As required.
Playing field works				
Subsurface drainage	Qty	Y	50%	As required.
Lighting for playing fields, control panel	Qty	N	N/A	N/A
Lighting for paths and surrounds	Qty	N	N/A	N/A
Bore supply and equipment (including extraction licence)	Qty	N	N/A	N/A
Project costs				
Site preparation and investigation	Qty	Y	50%	As required.
Site connection fees (water and electricity)	Qty	Y	50%	Water only.
Installation and connection of services	Qty	Y	50%	Water only.
Site headworks	Qty	Y	50%	As required.
Professional fees for design	Qty	Y	50%	Agreed fee where applicable.
Aboriginal consultation Section 18 Approval Community consultation	Qty	Y	50%	Only if required.
Signage	Qty	N	N/A	N/A
Opening and other minor items	Qty	N	N/A	N/A

Deed of Licence

This type of agreement is used when the permitted use of school premises involves the conduct of activities or the provision of services that are commercial in nature, which means a business is conducted exclusively or cyclically on the premises and income is derived by the proponent by charging fees for service or conduct.

The Department of Education has developed a Deed of Licence agreement that is specifically required for commercial operations. This type of agreement may include the use of facilities on school premises for the purposes of personal fitness training, sports coaching, training or instruction and a registered sporting club, which uses the school as its official facility.



Department of
Sport and Recreation

Head office

246 Vincent Street
Leederville WA 6007

PO Box 329
Leederville WA 6903

Telephone (08) 9492 9700

Facsimile (08) 9492 9711

Email info@dsr.wa.gov.au

Web www.dsr.wa.gov.au

Our whole
community **wins**