
Shared Use Facilities with the Department of Education

Policy Owner: Community Programs and Services
Contact Person: Manager Community Programs and Services
Date of Approval: CD10-10/06

POLICY OBJECTIVE

To provide a framework for the promotion and implementation of the Principles and Protocols for Shared Use Facilities between the Department of Education and the City of Wanneroo.

POLICY STATEMENT

The intent of the policy is to ensure both parties work collaboratively and that the most efficient and effective use of physical, and financial resources as well as social planning issues are considered to promote the use and opportunities for students and the community in the use of joint facilities.

SCOPE

The policy applies to the City of Wanneroo and the Department of Education as it relates to the collaborative planning and development of shared use facilities within the City.

BACKGROUND

The City of Wanneroo (the City) and the Department of Education (DOE) have developed a set of protocols and principles to be considered when recommending the co-location of school sites with Public Open Space (POS) and/or the sharing of recreation and community facilities. The protocols and principles highlight the need for prior consensus regarding the planned use, development and ongoing management of the facilities before either party enters into a shared use arrangement and formal agreement.

The policy has been developed to provide clarity to the process of promoting and implementing the principles of shared use of facilities.

CONSULTATION WITH STAKEHOLDERS

Development of the policy follows extensive consultation between City Officers from varied operational areas and a multi-operational team representing the interests of the DOE.

IMPLICATIONS (FINANCIAL, HUMAN RESOURCES)

Oversight of the policy falls within existing resource and staffing structures with and financial commitments to be considered by Council as part of annual Budget consideration policies and protocols.

IMPLEMENTATION

Framework

The framework governing the development of shared use agreements between the DOE and the City consist of the elements of Policy, Protocols and Principles, Memorandum of Understanding (MOU) and Licence Agreements, as attached.

Policy

The policy document formalises the overarching framework to guide the development, implementation and ongoing management of shared use agreements between the City and DET.

Memorandum of Understanding (MOU)

The Memorandum of Understanding is an agreement between the Minister for Education and the Mayor and CEO of the City of Wanneroo. The MOU defines the roles and responsibilities of both organisations in relation to the sharing of facilities. The MOU is applicable to all shared use agreements.

Licence Agreement

The Licence Agreement is a written agreement between the City of Wanneroo and the Minister for Education outlining the day to day operating requirements of a shared use facility including the terms and conditions for sharing facilities. Each Licence Agreement is specific to the individual school site.

ROLES AND RESPONSIBILITIES

Manager Community Programs and Services will work with all appropriate DOE representatives and City staff to ensure all processes are conducted in a professional and efficient manner.

Protocols and Principles

The Protocols and Principles have been developed as a set of rules and processes to be used which will allow shared use to be progressed in the most appropriate and collaborative manner for all stakeholders involved. The Protocols and Principles are outlined in more detail in **(Attachment A)**.

WHO NEEDS TO KNOW ABOUT THIS POLICY?

All Elected Members, All Directors and Managers.

EVALUATION AND REVIEW PROVISIONS

The policy will be evaluated and reviewed every two years, in consultation with internal and external stakeholders who are parties to, or affected by the agreement.

DEFINITIONS

DEFINITIONS:	
Shared Use	Can be defined as more than one party using another party's facilities.
Public Open Space	Defined as an active playing field for structured sporting activities accessible to all members of the community and maintained by the City.
Recreational and community facilities	Includes playfields, hard-courts, and indoor and outdoor recreational amenities, community health and multipurpose spaces for general community use.

REFERENCES

- City of Wanneroo Protocol For Considering Co-location Of School Sites With Public Open Space – working document
- Memorandum of Understanding between the City of Wanneroo and the Department of Education – template document

RESPONSIBILITY FOR IMPLEMENTATION

Manager Community Programs and Services

Version	Next Review	Record No:
	May 2006	558158 / 887475
1 May 2006 – CD10-10/06	March 2011	10/19821
8 March 2011 – CD02-03/11	March 2013	11/28579

ATTACHMENT A

CITY OF WANNEROO

And

DEPARTMENT OF EDUCATION

**PROTOCOL FOR CONSIDERING CO-LOCATION OF SCHOOL SITES WITH
PUBLIC OPEN SPACE**

January 2006

PROTOCOL FOR CONSIDERING CO-LOCATION OF SCHOOL SITES WITH PUBLIC OPEN SPACE

Purpose

To establish a protocol for the City of Wanneroo (City) and the Department of Education (DOE) to follow when considering proposals to co-locate schools and public open space.

Background

The Western Australian Planning Commission Policy sets out the general criteria and design standards for the provision of school sites in residential areas.

The policy generally allows for primary school sites of 4 hectares in area and high school sites of 10 hectares in area.

There is provision in the policy for the area of school sites to be reduced, where the school site is co-located with public open space, the open space is fully utilised by the school and where arrangements are in place to provide for long term management contributions from the education provider to the Local Government.

As primary school sites are provided by the development industry free of cost to the Government, there appears to be an increased trend toward co-location. In principle, this should be of benefit to both the State and Local Government, given that it provides for a more efficient use of land and resources.

In recent times however, co-location has been assumed appropriate, rather than the merits of each case being subject to individual assessment. There are generally no development principles established for each party to be guided by and consequently development outcomes are often not maximised. In addition, maintenance agreements are not prepared which has resulted in inequitable cost sharing and conflicts in respect to the development and use of the open space.

Detail

To address these issues and ensure that maximum benefit is derived from co-locating schools and open space, it is critical that prior agreement exists regarding the planned use, development and ongoing management of the open space. The desirability of co-location needs to be specifically determined in each case. To maximise flexibility, the decision to proceed with co-location is most appropriately made at the structure planning stage.

To assist in making such a decision, and in order to properly plan for co-location, the following issues need to be determined at the respective stage of the planning and development process.

Structure Plan Stage

Agreement on the following items is to be negotiated between the City, the DOE and where appropriate, the developer:

- School and open space location (spacing, catchments etc);
- Area of the school and open space sites;
- Configuration of the individual and overall site;
- Topography of the individual and overall site;
- Form and extent of any public utility infrastructure, such as drainage, easements etc within the overall site;
- Transport integration (road capacity, paths, street parking, set down areas, traffic management etc);
- Determination of joint facilities eg active/passive recreation, car parks, access points, hall, library, other partnering opportunities etc;
- Key development principles, such as car park locations, school entry location, active playing field location, vegetation protection, utility service connection points etc. This should take the form of a concept plan with appropriate notations, in sufficient detail to demonstrate that the key development principles and major land use components can be accommodated;
- 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.

It is envisaged that the agreed principles would be contained within an exchange of letters and also within the structure planning documentation.

Subdivision Stage

- The developer is to cede or otherwise set aside serviced land for school and open space;
- A traffic impact study/safety audit is to be undertaken and recommended traffic management works implemented;
- Frontage roads are to be designed and constructed with appropriate traffic management, parking, set down areas, paths etc;
- Development timeframes for the school and open space is to be estimated.

Design and Development Stage

- The City is to become involved in the DOE School Project Consultation Group as necessary;
- The school and open space design and construction is to be undertaken in accordance with the previously agreed principles and normal development requirements (an information package/guidelines should be developed to assist with this process);
- Onsite car parking is to be designed and constructed;

- An appropriate formal written agreement relating to the development, use, and maintenance of shared infrastructure is to be entered into between the City and the Minister for Education. Where appropriate this should also include the developer. This should be based on a standard template, with variations as necessary. The detailed terms of the agreement would need to be negotiated between the City and the DOE, however key principles should be as set out on **Attachment A**;
- Ongoing maintenance commences in accordance with the agreement.

KEY PRINCIPLES FOR JOINT USE AGREEMENT

Development

- The City constructs the open space, including turf, bores, pumps, reticulation, landscaping and other infrastructure such as practice wickets, football goal posts etc;
- The DOE provides a 50% contribution (or such other sum as agreed based on the area that the DOE would normally provide on the school site) toward the cost of the open space development at the time of the school opening;
- Contributions towards other infrastructure, such as car parks, toilet blocks and change rooms etc are negotiated on an individual basis; and
- The City and DOE agree to enter into negotiations to contribute toward future capital works, based on an evaluation of school and community needs where appropriate.

Use

The City maintains overall booking responsibility for the open space;

- The DOE has exclusive use of the shared open space during school hours (say 9am to 3.30pm or such other hours as agreed) excluding school holiday periods; and
- A process is outlined for each party to follow in the event that it wishes to use shared facilities outside agreed times.

Maintenance

- The City maintains entire shared open space area;
- The DOE provides a 50% contribution (or such other sum as agreed based on the area and facilities the DOE would normally provide on the school site) to the City, based on the City's costs to maintain the facility. Maintenance includes the following:
 - turf mowing, fertilising, renovations, top dressing;
 - bore and pump maintenance;
 - watering costs;

- maintenance of other shared infrastructure such as cricket practice wickets;
- landscaping;
- active playing field marking;
- insurance; and\
- other as determined by the City and DOE



ATTACHMENT B

MEMORANDUM OF

UNDERSTANDING

BETWEEN

City of Wanneroo

Civic Centre
23 Dundobar Road
WANNEROO WA 6065

Minister for Education and Training

Department of Education
151 Royal Street
EAST PERTH WA 6004

MEMORANDUM OF UNDERSTANDING**1. Introduction**

The City of Wanneroo (the City) and the Department of Education and Training (DET) have developed Protocols for considering co-location of school sites with Public Open Space to facilitate the shared use of recreational facilities. The Protocols have been fully supported by the Executive Management Team at the City. A copy of the Protocols is at Attachment 1.

The City and DET have developed the Memorandum of Understanding (MOU). Each party recognises the expertise each provide and the value of an MOU to express the objectives of each party.

This MOU has been compiled based on the understanding that the City and DET need to work collaboratively to ensure the most efficient and effective use of resources including, physical, financial, and economical and will incorporate proper social planning considerations.

- It is the responsibility of the City, to plan, develop, construct, operate and maintain park and recreational land and facilities in the City of Wanneroo, for recreational purposes and to organise and administer public recreational programs.
- It is the responsibility of DET to develop and deliver educational and recreational/sporting programs that support its curriculum and provide the necessary facilities and sites for these programs.
- The parties support, the extension of their services to the total community and encourage co-operation and co-ordination among the community to better meet the educational and recreational needs of the community of the City of Wanneroo.
- The parties wish to use their resources and facilities for the maximum benefit of the citizens of the City of Wanneroo and to accomplish this goal the parties desire to enter into this Agreement.

2. Purpose

The Memorandum of Understanding is designed to:

- Promote the spirit of co-operation and mutual support.
- Establish and promote recognition and pathways between the organisations.
- Promote the sharing of resources and opportunities regarding shared facilities and related services.

3. Joint Objectives

Both parties agree to:

- Act in good spirit of co-operation in their dealing with each other and give due consideration to the needs of the other at all times.
- Work to promote the use of infrastructure and opportunities for students and the community. This will be developed between the two organisations.

4. Joint Outcomes

- Ensure schools, sports fields and other infrastructure is available to community groups after school hours and City recreational facilities (including playing fields, hard courts) are available to children during school hours.
- Prevent fragmentation of school and public open space in suburban areas.
- Ensure school and public open space provisions and developments are large enough to meet school and community needs.
- Maximise the efficient use of the school sites and public open space through improved and coordinated planning.
- Ensure services and facilities are not duplicated resulting in a cost effective solution in the delivery of services.

5. Roles and Responsibilities of City of Wanneroo

- The City constructs the open space, including turf, bores, pumps, reticulation, landscaping and other infrastructure such as practice wickets, football goal posts, hardcourts etc.
- The City maintains overall booking responsibility for the open space.
- The City maintains the entire shared open space area.

6. Roles and Responsibilities of Department of Education

- The DET provides a contribution (a sum as agreed, based on the area that the DET would normally provide on the school site) toward the cost of the development at the time of the school opening.
- The DET provides a contribution (or such sum as agreed, based on the area and facilities the DET would normally provide on the school site) to the City, based on the City's costs to maintain the facility.

Maintenance includes the following:

- turf mowing, fertilising, renovations, top dressing;
- bore and pump maintenance;
- watering costs;
- maintenance of other shared infrastructure such as cricket practice wickets;
- landscaping;
- active playing field marking;

- insurance;
 - other as determined by City and DET.
- The DET has priority use of the shared facility/facilities during school hours (9am to 3.30pm or such other hours as agreed) excluding school holiday periods.

7. Joint Roles and Responsibilities

- Contributions towards other infrastructure, such as car parks, toilet blocks and change rooms etc are negotiated on an individual basis.
- The City and DET agree to enter into negotiations to contribute toward future capital works, based on an evaluation of school and community needs where appropriate.
- A process is outlined for each party to follow in the event that it wishes to use shared facilities outside agreed times.

8. Founding Principles

Shared Use

That the nominated areas within each of the school sites and recreation sites, facilities and resources be shared, thus reducing duplication of resources.

Co-operative Planning

That school sites, parks and recreation sites, and facilities be co-operatively planned.

Consultation

That the parties to the Agreement undertake ongoing consultation with User Groups during the lifetime of the Agreement.

Efficiency and Effectiveness

That the resources of the parties and User Groups be efficiently used and extended for the maximum benefit of the community.

Shared Cost

That costs associated with the Agreement be fairly shared among the parties to the Agreement. User groups may participate in 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.

City Control

The City will take total control of the facility and hold the title of the Management Order, whilst ensuring the organising security of the facility, maintain its POS status and size for the benefit of the community.

9. Confidentiality

Both parties agree to, at all times maintain the confidentiality of all pertinent data, information and reports provide by the other party, except to the extent that disclosure is necessary to carry out the required services.

10. Duration and Termination

This MOU will run for the period of 21 years from 1 January 2006 to 31 December 2027. This MOU may be modified or extended via negotiation and agreement by both parties. Either party may terminate the MOU with six months written notice.

11. Dispute Resolution

The parties will attempt to settle all disputes arising from the execution or in connection with this Agreement, through friendly consultation between the parties. Failing agreement, two arbitrators, one to be appointed by the City and one to be appointed by the Minister, in accordance with the provisions of the Commercial Arbitration Act 1985 will prevail. Either party may if it so desires be represented by a qualified legal practitioner or other representative.

12. Signatories

Date this _____ day of _____ 2006

City of Wanneroo**Minister for Education and Training****Signed****Signed**

Charles Johnson**Paul Stephen Albert****Chief Executive Officer****Director General**