

Joint Use Agreements

Review

August 2017

Recommendations

1. Actively re-engage with the Winchelsea Primary School on the Winchelsea Leisure Time Centre (LTC). Need to better understand use so a decision can be made regarding ongoing involvement in this facility (noting that this facility will be included in the 2017/18 project work for 'Supporting Growth Initiatives' in Winchelsea).
2. Seek contribution from Winchelsea Primary School for Council's incurred insurance costs for the Winchelsea LTC.
3. Note the need to revise/update the joint use agreement with the Surf Coast Secondary College as the proposed Torquay North Multi-Purpose Stadium project progresses.
4. Jointly engage (with DET/schools) a building inspector to develop a 10 year maintenance and renewal program for the two Torquay stadiums and Winchelsea LTC.

Recommendations

5. Allocate funding for future capital works at Surf Coast Secondary College and Winchelsea LTC.
6. Formalise operational cost arrangements with Surf Coast Secondary College.
7. Negotiate a new agreement with Lorne P-12 for use of Stribling Reserve assets. Terms should consider proposed Guiding Principles and be consistent with modern JUAs developed by DET. The new agreement should consider the recently adopted Stribling Reserve Master Plan.
8. Ensure the attached Guiding Principles are considered when making future decisions about Council involvement in JUAs.

Guiding Principles

1. Council exists to help our community and environment to thrive.
2. Where a facility can be provided at an appropriate quality and cost with access available for the community, Council may not need to be involved.
3. Council should continue to investigate shared service or other partnership opportunities.
4. Council wishes to protect and maximise the use of community facilities for the benefit of the community.
5. Contractual obligations must be actively managed to ensure risks and opportunities are known and community benefit is maximised.
6. Financial contributions should be commensurate with facility availability.
7. Joint use partners should be actively involved in planning and funding for asset management and facility operations.

Supporting Information

Review Objectives

- Full understanding of Councils obligations under the various agreements
- Assessment of Council's investment in facilities vs current community use
- Develop a set of guiding principles to inform future Joint Use Agreements (JUA)
- A clear recommendation about Council's ongoing involvement in JUA facilities

Status

- Council has Agreements in place with:
 - The Minister for Education and Torquay Primary School Council for the Torquay College Stadium
 - The Minister for Education and the Surf Coast Secondary College Council for the Surf Coast Secondary College Sports Hall and the Civic Precinct Outdoor Sporting Precinct
 - The Lorne Higher Elementary School Council for Stribling Reserve (Centre and Outdoor Facilities) (AGREEMENT HAS EXPIRED)
 - Winchelsea Primary School Council for the Winchelsea Leisure Time Centre

Surf Coast Secondary School

Item	Details
Agreement Term	<ul style="list-style-type: none"> • 30 year agreement expiring March 2046
Agreement Scope	<ul style="list-style-type: none"> • Community use of School facilities (Sports Hall) and School use of Community facilities (Sports grounds)
Agreement Management structure	<ul style="list-style-type: none"> • Hall managed by School with costs shared by Council. • Council manages sports grounds and after hours bookings for hall. Availability split clearly identified in Agreement. Council receives revenue associated with use out of school time.
Agreement Capital Works Obligations	<ul style="list-style-type: none"> • Council solely responsible for sports grounds • 50/50 split on sports hall, based on a 5 year capital works plan
Agreement Operational Obligations	<ul style="list-style-type: none"> • 50/50 split on maintenance costs for sports hall • School pay Council nominal amount for maintenance of sports grounds • Council pays all utilities at sports grounds and a small % for sports hall
Agreement Insurance Obligations	<ul style="list-style-type: none"> • Building and contents insurance – Council • Public Liability – responsibility of party using the facility
Identified Issues	<ul style="list-style-type: none"> • No maintenance or insurance related payments are being made • No capital work plan has been developed • Council has no budget allocation for capital works at the sports hall • Expect a modified agreement with new Torquay North Stadium • 843 hours of community use booked through Council in 2016

Torquay College

Item	Details
Agreement Term	<ul style="list-style-type: none"> • 30 year agreement expiring October 2031
Agreement Scope	<ul style="list-style-type: none"> • Community use of School facilities (Sports Hall – single court only)
Agreement Management structure	<ul style="list-style-type: none"> • Committee of Management established to manage the facility, representatives from school and Council
Agreement Capital Works Obligations	<ul style="list-style-type: none"> • School and Council each contribute 1% of facility value annually to a capital works fund managed by CoM • CoM should have a 10 year asset maintenance and management plan in place
Agreement Operational Obligations	<ul style="list-style-type: none"> • School and Council each pay a license fee annually to meet operating costs (managed by CoM). License fee should be negotiated annually • Council manages after hours usage for single court • CoM should have a 5 year business plan in place
Agreement Insurance Obligations	<ul style="list-style-type: none"> • Insurance is the responsibility of the CoM • Must be in the name of both parties
Identified Issues	<ul style="list-style-type: none"> • Very basic asset maintenance and management work plan in place only • ‘Light’ CoM arrangement in place, though operationally working well • Stadium extension (2nd court plus other facilities) not included in the JUA, only the original asset. Council separately hires this court for some sports programs • 680 hours of community use booked through Council in 2016

Stribling Reserve

Item	Details
Agreement Term	<ul style="list-style-type: none"> • Agreement expired. Original term was 21 years from 1987
Agreement Scope	<ul style="list-style-type: none"> • School use of community facilities (hall and oval)
Agreement Management structure	<ul style="list-style-type: none"> • (Old Agreement) Stribling Reserve Committee of Management manages operations including minor maintenance
Agreement Capital Works Obligations	<ul style="list-style-type: none"> • (Old Agreement) Anything above 'minor maintenance' to be paid for as 50/50 split between CoM (Council) and the School
Agreement Operational Obligations	<p>(Old Agreement)</p> <ul style="list-style-type: none"> • CoM manage bookings and associated revenue • CoM responsible for cleaning and minor maintenance • School pays a fee to CoM which historically is equivalent to 50% of running costs plus cleaning costs following school use.
Agreement Insurance Obligations	<p>(Old Agreement)</p> <ul style="list-style-type: none"> • Insurance is the responsibility of the CoM • Must be in the name of both parties
Identified Issues	<ul style="list-style-type: none"> • Agreement has expired, discussion around new agreement with new school entity have commenced • New agreement to be developed – likely a JUA based on modern DET terms • School contribution toward maintenance and renewal of the facilities needs to be recalculated

Winchelsea Primary School

Item	Details
Agreement Term	<ul style="list-style-type: none"> • 30 year agreement expiring December 2021
Agreement Scope	<ul style="list-style-type: none"> • Community use of school facilities (Leisure Time Centre (LTC))
Agreement Management structure	<ul style="list-style-type: none"> • JUA requires a Committee of Management to be established to manage the LTC, representatives from school and Council. • Ownership of the LTC remains vested in the Minister of Education
Agreement Capital Works Obligations	<ul style="list-style-type: none"> • Costs for anything above 'minor maintenance' to be split as 70% for school and 30% for Council
Agreement Operational Obligations	<ul style="list-style-type: none"> • CoM manage bookings and associated revenue • CoM responsible for cleaning and minor maintenance – funds from Centre use anticipated to cover these costs
Agreement Insurance Obligations	<ul style="list-style-type: none"> • Insurance is the responsibility of the CoM • Must be in the name of all parties
Identified Issues	<ul style="list-style-type: none"> • LTC in poor condition – financial exposure here for Council • No CoM is in place. LTC is managed by the School. DET moving away from CoMs • LTC revenue covers utility costs only – no ongoing 'minor maintenance' • LTC JUA is nearly expired • Community use (other than school) is evident, though comparatively low • Council has LTC on its asset register and insures the building as part of its policy

Winchelsea LTC - Usage

- Regular use of this facility includes:
 - Karate for Junior and Seniors (2 sessions per night) every Thursday night x 2 hours
 - State Karate Championships: all day x 2 per year
 - Roller Skating (Colac based club): Tuesday and Thursdays x2 hours
 - Garden Club: Fridays and Saturdays x 3 times per year
 - Sporting Schools: weekly x 20 weeks after school 1 hour
 - WOW: Christian children activities: each month x2 hours
 - Children's Birthday parties: usually x 8 per year all day hire
 - Billy Tea Bush Band: Community evening with Bush dancing
 - Neighbourhood Watch Day: 8 small primary schools joining together for a community day run by the police – band, entertainment, lunch
 - Community Discos for the extended local primary school children x 3 per year
 - Community School Concert: each year (500 attendees)

Other School / Community Facilities

- Aireys Inlet Primary School and Anderson Roadknight Reserve
 - A JUA recommended to be implemented if master plan is implemented
- Torquay North Primary School
 - No JUA expected. YMCA are contracted to manage after hours use of the facilities
- Anglesea Primary School
 - No JUA expected in the medium term
- Lisieuz Catholic Primary School
 - No JUA expected. Limited recreation facilities in stage 1 development.
- Christian College (Jan Juc)
 - No JUA expected. Potential future use of private facilities though assume this will be managed through hire arrangements (refer Highton school)