

Memorandum of Understanding template

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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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.