

Joint Use Agreement Policy

Version: 2.2

Date updated: 11 December 2017

Responsible Department: Community and Sport Facilities

1. Purpose

To outline the conditions and parameters of the development of a Joint Use Agreement to establish a partnership with a third party agency/organisation.

2. Definitions

Council	means Casey City Council, being a body corporate constituted as a municipal Council under the Local Government Act 1989
Councillors	means the individuals holding the office of a member of Casey City Council
Council officer	means the Chief Executive Officer and staff of Council appointed by the Chief Executive Officer
Joint Use Agreement	means the legal binding document between Council and another organisation outlining terms and conditions
Termination	means the end of the Joint Use Agreement.

3. Scope

The policy applies to the development and use of all facilities constructed and managed in partnership with a third party, typically the education sector. The construction may occur solely on the third party's land or across land owned partially by Council and the third party.

4. Context

A Joint Use Agreement aims to provide facilities that meet a demonstrated community need and the needs of the agency/organisation. By partnering with a third party, the development and use of the proposed facility should represent economic benefits to Council in savings in land and/or construction costs.

Council policy documents change from time to time and it is recommended that you consult the electronic reference copy at www.casey.vic.gov.au/policiesstrategies to ensure that you have the current version. Alternatively you may contact Customer Service on 9705 5200.

5. Policy

5.1 Location, design and community access

The facility's location and design will allow appropriate community access and meet a proven community need. Appropriate signage must be included at the facility acknowledging Council's involvement in the project.

5.2 Development of the Joint Use Agreements

Council officers will negotiate the specific terms of each agreement on a project by project basis. The level of Council's financial contribution, on-going maintenance responsibilities and the length of the agreement will take into account key factors such as the total construction costs of the project and the level of community demand.

Prior to the commencement of any construction, a legally binding Joint Use Agreement will be executed that outlines the responsibilities of both parties in relation to but not limited to the following aspects:

- Funding contributions and the ongoing associated costs
- Construction and maintenance responsibilities
- Duration of agreement
- Hours of use, including community access outside of standard education hours (where applicable)
- Termination of agreement – compensation of capital contribution.

6. Administrative Updates

It is recognised that, from time to time, circumstances may change leading to the need for minor administrative changes to this document. Where an update does not materially alter this document, such a change may be made administratively. Examples include a change to the name of a Council department, a change to the name of a Federal or State Government department, and a minor update to legislation which does not have a material impact. However, any change or update which materially alters this document must be by resolution of Council.

7. Review

The next review of this document is scheduled for completion by 30 November 2021.