Mascot Coronation Hall & Community Suites

EOI Commencement Date: 2\textsuperscript{nd} of October 2018  
Closing Date: 5\textsuperscript{th} of November 2018
Expressions of Interest - Mascot Coronation Hall and Community Suites

Enquiries: Ben Heraud & Samia Dirani

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# Contents

## 1 Introduction

1.1 Purpose of the Expressions of Interest ......................................................... 5
1.2 Area Profile ................................................................................................. 5
1.3 The Site ....................................................................................................... 6
1.4 Overview .................................................................................................... 7
  1.4.1 Coronation Hall .................................................................................... 7
  1.4.2 Community Suite 1 ............................................................................. 8
  1.4.3 Community Suite 2 ............................................................................. 8
1.5 Timeframe for use ..................................................................................... 9
1.6 Agreements for Use ................................................................................... 9
1.7 Indicative Fees ......................................................................................... 9
1.7.1 Coronation hall ..................................................................................... 9
1.7.2 Suite 1 & 2 ........................................................................................... 9

## 2 Conditions of EOI

2.1 Definitions and Interpretation .................................................................. 10
2.2 Procedure ................................................................................................ 10
  2.2.1 Council Contact Person ...................................................................... 11
  2.2.2 Information and Enquiries .................................................................. 11
  2.2.3 Discrepancies, Errors And Omissions ................................................. 11
  2.2.4 Interested Party To Rely On Own Enquiries ....................................... 12
  2.2.5 Site Inspection ................................................................................... 12
2.3 Evaluation Criteria ................................................................................... 12
2.4 Lodgement of EOI Submissions ............................................................... 12
  2.4.1 Lodgement ......................................................................................... 12
  2.4.2 Requirement of Lodgement ................................................................ 12
2.5 Addenda .................................................................................................. 13
2.6 Extension of Time ................................................................................... 13
2.7 Multiple Uses of Site .............................................................................. 13
2.8 Procurement Principles .......................................................................... 13
2.9 Opening of EOI Submissions .................................................................. 13
2.10 Conditions of EOI .................................................................................. 14
2.11 Control of Confidential Information ...................................................... 14
2.12 Capacity of Council ............................................................................... 15
2.13 Council Not Bound Contractually by this EOI ..................................... 15
2.14 Conflict of Interest ................................................................................ 16

## 3 EOI Responses – Returnable Schedules

3.1 Respondent Contact Details ..................................................................... 17
3.2 Building Area of Interest ......................................................................... 17
3.3 Proposed Uses .......................................................................................... 17
3.4 Proposed Schedule of Use and Conditions ............................................ 18
  3.4.1 Coronation Hall - This section is to be completed by Respondents requesting use of the Hall ................................................................. 18
  3.4.2 Suite 1 and/or Suite 2 – This section is to be completed by Respondents requesting use of the Community Suites ........................................ 19
3.5 Equipment/Fit out Requirements ............................................................... 20
3.6 Outline of Organisation .......................................................................... 20
3.7 Proposed Fees .......................................................................................... 20
  3.7.1 Coronation Hall – This section is to be completed by Respondents requesting use of the Community Hall .................................................. 20

Expressions of Interest - Mascot Coronation Hall and Community Suites
3.8 Insurance ........................................................................................................................................ 21

4 Annexures ........................................................................................................................................ 22
4.1 Rental Assessment and Subsidy Policy (RASP)............................................................................. 22
1 Introduction

1.1 Purpose of the Expressions of Interest

Bayside Council invites you to participate in an Expression of Interest (EOI) seeking proposals for community use at Coronation Hall, Mascot and adjoining office suites.

The council owned facility is a multi-purpose tenancy that allows for diverse community groups to utilise the space and provide community based programs and services. It comprises of three sections. The main hall and two (2) office suites via separate access. Please note applicants are able to select one or more of these sections to form part of their submission.

All applicants will be assessed through a selection panel guided by Council’s Evaluation Criteria, refer to section 2.3 of the Request.

1.2 Area Profile

Bayside Council is located on the shores of historic Botany Bay, 12 kilometres from Sydney’s central business district. Bayside Council brings together the former City of Botany Bay and Rockdale City Council. Bayside Council was established by Proclamation on Friday 9th of September 2016. The City covers approximately 55 square kilometres and has an estimated population of 162,358.
1.3 The Site

Council is the owner of the land and improvements situation at 1007 Botany Road, Mascot. The tenancies subject to this Expression of Interest (EOI) are currently vacant and located on the Ground floor of the subject building. The site neighbours the prominent Council Administration Building and Mascot Memorial Park.

The area is highly urbanised and located in a strategic position close to major transport corridors, Sydney Airport (Kingsford Smith), Sydney CBD and Port Botany. Major roads in the area include General Holmes Drive, Southern Cross Drive, Botany Road, Joyce Drive and Wentworth Ave.

Site Location Plan
1.4 Overview

1.4.1 Coronation Hall

The facility offers a large open plan hall with a capacity of holding 150 standing and 120 seated. It features timber flooring, large commercial kitchen, toilet amenities, high ceiling fans and an event stage.

The hall is ideally suited to a number of uses such as exercise classes, School performing art groups, community services, functions, health programs and training, religious groups, seminars and lectures and other similar uses.

Figure 1 – Coronation Hall floor plan

Figure 2 – Photo
1.4.2 Community Suite 1

Located north of the Botany road ground floor entrance, Suite 1 offers a light-filled spacious office setting with shared common toilet amenities.

The room is ideal for small training workshops, professional services, community services, meetings and youth services. Figure 3 outlines floor plan.

**Figure 3 - Suite 1 outlined in black**

1.4.3 Community Suite 2

Positioned along the ground floor, Suite 2 includes a large office room setting with separate partitioned offices ideal for professional services, boutique agencies, youth services, health and family services, community services, language schools and other community based programs. As shown in figure 4 outlined in black.
1.5 Timeframe for use

The tenancies are expected to be available from late 2018 to early 2019.

1.6 Agreements for Use

Subject to the proposed use, successful applicants will be required to enter into the following occupancy agreements with Council:

- Coronation Hall – Permit/Hire Agreement
- Community Suites – Licence Agreement

Council may also consider multiple users of community suites by way of an appropriate occupancy agreement.

1.7 Indicative Fees

1.7.1 Coronation Hall

The hall could be available for hire with a fee to be adopted in Council’s Fees & Charges. Alternatively you may look to enter into an all-inclusive Licence agreement over the Hall and Community Suites 1 & 2.

1.7.2 Suite 1 & 2

Applications may be made for proposed hire or licence of the two office suites. A Licence fee has not yet been assessed, however we invite all reasonable offers.
To enable equitable opportunities for the wider community, Not-For-Profit community groups will have access to a subsidy. Refer to Annexure 3 – Rental Assessment and Subsidy Policy.

2 Conditions of EOI

2.1 Definitions and Interpretation

In this Request, the following terms have the following meanings:

Addenda means any addenda issued by Council in accordance with Section 2.7 of this Request.

Business Day means any day which is not a Saturday, Sunday or a proclaimed public holiday in Sydney, Australia.

Closing Date means 10.00am on Monday 5th of November 2018 or as extended in accordance with Section 2.8 of this Request.

Company includes firm body corporate trust association (whether incorporate or not) government and governmental semi-governmental or local authority or agency.

Conditions of Request means the terms and conditions contained in Section 2.2 as amended or varied, in whole or in part, from time to time.

Confidential Information means all information disclosed by Council in this Request or in relation to the Site including:

(a) all information and data of Council including, without limitation, that concerning the corporate and business affairs, plans, finances and transactions in which Council is or may become involved, trade secrets and intellectual or industrial property and any matter the disclosure of which is likely to prejudice Council;

(b) all ideas and initiatives of Council relating, directly or indirectly to the Site;

(c) confidential and proprietary information and other intellectual property of Council or obtained from a third party for the benefit of Council; and

(d) every record containing any of the information or data referred to in this Definition including any extract, note, calculation, conclusion, summary or copy derived or produced partly or wholly from any Confidential Information.

Council means Bayside Council.
2.2 Procedure

2.2.1 Council Contact Person

All enquiries relating to this Request must be directed to:

Samia Dirani or Ben Heraud
Property Portfolio Manager Coordinator Property
P: (02) 9562 1599 P: (02) 9562 1704
Samia.dirani@bayside.nsw.gov.au E: Ben.Heraud@bayside.nsw.gov.au

2.2.2 Information and Enquiries

If an interested party has any doubt about the meaning of any aspect of this Request, the party must make enquiries and clarify matters only with the Council Contact Person. All enquiries about this Request must be referred in writing to the Council Contact Person.

2.2.3 Discrepancies, Errors And Omissions

Interested parties must carefully and thoroughly consider and check this Request and must promptly notify the Council Contact Person in writing of any errors, ambiguities, discrepancies, inconsistencies or omissions in this Request. Council will not be liable for any such error, ambiguity, discrepancy, inconsistency or omission.
2.2.4 Interested Party To Rely On Own Enquiries

All information provided in this Request is for the assistance of interested parties only. Interested parties acknowledge that in receiving this Request and in submitting any Expression of Interest and Proposal that they have relied entirely on their own knowledge and enquiries and they do not rely on any warranties or representations made or purportedly made to them by or on behalf of Council.

Council will not be liable for any representations or warranties made or purportedly made by Council representatives, Council agents or any other person or company on Council behalf, whether in this Request, or otherwise.

Council will not be responsible for any costs or expenses incurred by Respondents in any way from the preparation and submission of an Expression of Interest and Proposal.

2.2.5 Site Inspection

Interested parties are to pre-book an inspection with the Council Contact Person. Only parties whom have pre-booked will be allowed to inspect the facilities.

Interested parties acknowledge that inspections of the Site are undertaken at their own risk and Council accepts no liability in this respect.

2.3 Evaluation Criteria

All Expressions of Interest and Proposals will be evaluated having regard to each of the following criteria:

1. Community outcomes and direct services proposed by the respondent from the site;
2. capability including qualifications and experience in delivering initiatives of similar scope;
3. proposed initiatives that maximise community access to the site, such as co-location/use of the Site by similar, likeminded or compatible organisations/services;
4. insurances; and
5. references.

2.4 Lodgement of EOI Submissions

2.4.1 Lodgement

Expressions of Interest and Proposals may be lodged between the hours of 8:30am and 4:00pm on any Business Day but must be lodged by 10:00am on the Closing Date in accordance with Section 3.2 of this Request.

2.4.2 Requirement of Lodgement

All Expressions of Interest and Proposals (comprising the Expression of Interest and Proposal Form, the Returnable Schedules and all supporting documents and information) must be submitted in a sealed envelope addressed to Bayside Council.
Expressions of Interest - Mascot Coronation Hall and Community Suites

2.5 Addenda

Council may before the Closing Date, amend or clarify this Request. Any Addenda will form part of this Request and each Respondent must acknowledge in writing receipt of any Addenda when lodging an Expression of Interest and Proposal.

If there is any inconsistency between this Request and any Addenda, the Addenda shall prevail to the extent of that inconsistency.

2.6 Extension of Time

Council may, in its absolute discretion, extend the Closing Date by written notice. Interested parties may also request Council to extend the Closing Date by written application to the Council Contact Person at least three (3) Business Days before the Closing Date and must state sufficient reasons to support the request. However, any such request (which will be determined in Council's absolute discretion) does not guarantee any extension of the Closing Date.

2.7 Multiple Uses of Site

Council may at its discretion consider shared occupancy arrangements for the office suites by way of a hire permit. Such agreements will allow occupants to utilise the tenancies on restricted hours.

2.8 Procurement Principles

Bayside Council adheres to the following procurement principles in accordance with the Procurement Policy:

- Ethics and Fair Dealing
- Value for Money
- Risk Management
- Sustainability
- Best Practice
- Buy Local Considerations
- Disability Considerations

2.9 Opening of EOI Submissions

All Expressions of Interest and Proposals will be opened in accordance with Council's policy and notified on Council's website.
2.10 Conditions of EOI

In lodging a submission, each respondent acknowledges and agrees that Bayside Council is not responsible for, nor will it be liable to pay, for any cost, expenses or losses which may be incurred by respondents in the preparation of its submission.

The canvassing of directors or staff of Bayside Council will render any offer ineligible for further consideration.

It is a condition of doing business with Council that all business partners adhere to the Statement of Business Ethics. A copy of the Statement of Business Ethics is attached for your reference. Successful business partners will also need to abide by the Bayside Standard Terms and Conditions. A copy can be found on Council’s Website.

2.11 Control of Confidential Information

Council undertakes to keep all Expressions of Interest and Proposals secure and to maintain commercial confidentiality of all Expressions of Interest and Proposals.

The Government Information (Public Access) Act 2009 provides there is a presumption in favour of the disclosure of council information unless there is an overriding public interest against disclosure. All Respondents need to be aware that information submitted by Respondents to Council may be reported to Council and may be available to members of the public in accordance with the Government Information (Public Access) Act 2009.

The Council will take all reasonably practicable steps in accordance with section 54 of the Government Information (Public Access) Act 2009 to consult with the Respondent before providing any person with access to information relating to the (contract/agreement), in response to an access application under the said Act, if it appears that:

(a) the information:

i. includes personal information about the (Respondent or its employees; or

ii. concerns the Respondent’s business, commercial, professional or financial interests.

(b) the Respondent may reasonably be expected to have concerns about disclosure of the information; and

(c) those concerns may reasonably be expected to be relevant to the question of whether there is a public interest consideration against disclosure of the information.

Respondents acknowledge that all Confidential Information will remain at all times the exclusive property of Council and Respondents must not disclose any of the
Confidential Information to any third party, except as permitted under Section 12.5 and provided that, before any disclosure is made, the Respondent:

(i) procures the entry by the third party into a deed of confidentiality in favour of Council on substantially the same terms; and

(ii) provides that executed deed to Council; and

(iii) only disclose any of the Confidential Information to such officers or employees of the Respondent who have a direct need to have access to the Confidential Information.

The obligations of confidentiality under Section 12.4 does not extend to information which:

(iv) is disclosed to the Respondent to its financier or professional advisers under conditions of confidentiality;

(v) is in or lawfully becomes part of the public domain;

(vi) the Respondent can demonstrate by evidence in writing, was known to the Respondent prior to its receipt by the Respondent from or on behalf of Council; or

(vii) the Respondent can demonstrate by evidence in writing, that the Respondent has legally and in good faith acquired after the date this Request was released to the Respondent free of any obligation of confidence.

2.12 Capacity of Council

Respondents acknowledge:

(a) Council is the owner of the Site and the consent authority in respect of any development or proposed development of the Site;

(b) Council is inviting Expressions of Interest and Proposals solely in its capacity as owner of the Site; and

(c) nothing in this Request must be read or construed as pre-empting or fettering exercise of Council’s rights, powers and discretions as the consent authority in respect of any development or proposed development of the Site.

2.13 Council Not Bound Contractually by this EOI

Nothing in this Request is to be construed as creating a binding contract (express or implied) between Council and any Respondent.
Any conduct or statement whether prior to or subsequent to the issue of this Request is not, and this Request is not, and must not be deemed to be:

(d) an offer to contract on the part of Council;

(e) an offer to Licence the whole or any part of the Site;

(f) an invitation to the Respondent or any other party to Licence the Site; or

(g) a binding undertaking of any kind by Council (including, without limitation to the extent permissible at law, an undertaking that could give rise to quasi-contractual rights, promissory estoppel, or rights with a similar legal basis).

2.14 Conflict of Interest

Respondents must include in this Returnable Schedule disclosure of any circumstances or relationships which will or may constitute a conflict or potential conflict of interest if the Respondent is invited to submit a proposal for a licence of the office suites.

If any such conflict exists, Respondents should state how the Respondent proposed to address and eliminate the conflict. Where a Respondent has any doubt as to whether a conflict or potential conflict of interest exists, the Respondent should err on the side of caution by disclosing it.

A Respondent's disclosure of any conflict or potential conflict of interest and how the Respondent propose to address and eliminate it will be considered in the evaluation of the Respondent's Expression of Interest and Proposal to determine the impact on the overall probity of the Respondent's proposal.
3 EOI Responses – Returnable Schedules

Instructions: Please fill in the responses in the space provided below. Any pricing should exclude GST. Respondents should succinctly describe details of their organisation and proposed services to the community. Please fill out the information in the space below and return to Council, see 2.4 of the Request.

3.1 Respondent Contact Details

<table>
<thead>
<tr>
<th>Company Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company/Organisation Name</td>
</tr>
<tr>
<td>ABN</td>
</tr>
<tr>
<td>Business Address</td>
</tr>
<tr>
<td>Suburb</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>Post Code</td>
</tr>
<tr>
<td>Office Phone</td>
</tr>
<tr>
<td>Office Fax</td>
</tr>
<tr>
<td>Email Address</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Respondents Contact Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Mobile Phone</td>
</tr>
<tr>
<td>Office Phone</td>
</tr>
<tr>
<td>Email Address</td>
</tr>
</tbody>
</table>

3.2 Building Area of Interest

Select the Building area pertinent to your application (you may select more than one)

- [ ] Coronation Hall
- [ ] Suite 1 (Office)
- [ ] Suite 2 (Office)
3.3 Proposed Uses

Provide details of the proposed use, activity or function.

__________________________________________________________________

__________________________________________________________________

__________________________________________________________________

__________________________________________________________________

__________________________________________________________________

__________________________________________________________________

3.4 Proposed Schedule of Use and Conditions

3.4.1 Coronation Hall - *This section is to be completed by Respondents requesting use of the Hall.*

<table>
<thead>
<tr>
<th>Date required</th>
<th>Arrival time: _________ am/pm</th>
<th>Departure time: _________ am/pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>__<em><strong><strong>/</strong></strong></em></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If multiple dates are required, please attach sheet with dates.
3.4.2 Suite 1 and/or Suite 2 – *This section is to be completed by Respondents requesting use of the Community Suites or wishing to apply for both the Hall and community suites.*

Please provide details on the proposed Licence conditions in the table below

<table>
<thead>
<tr>
<th>Licence Term (up to 5 years)</th>
<th>Please note council may consider shared occupancy arrangements, restricted by hours, for the office suites by way of a hire permit. If multiple dates/times are required, please attach sheet with dates and proposed hire fee.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please specify area e.g. Suite 1 or both community suites</td>
<td></td>
</tr>
<tr>
<td>Proposed Commencement Date</td>
<td></td>
</tr>
<tr>
<td>Initial Rent (excluding GST)</td>
<td></td>
</tr>
<tr>
<td>Proposed Use</td>
<td></td>
</tr>
<tr>
<td>Fitout Works</td>
<td></td>
</tr>
<tr>
<td>Annual Rent Reviews (4%)</td>
<td></td>
</tr>
<tr>
<td>Responsibility of Utilities (water, gas etc.)</td>
<td>100% Licensee, if separately metred.</td>
</tr>
<tr>
<td>Bond (equivalent to 5 months’ rent)</td>
<td></td>
</tr>
<tr>
<td>Special conditions</td>
<td></td>
</tr>
</tbody>
</table>
3.5 **Equipment/Fit out Requirements**

If applicable, please outline any fitout requirements necessary to your services.

3.6 **Outline of Organisation**

Please supply information on your organisation and the community services to be conducted at the premises.

__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

__________________________________________________________________

3.7 **Proposed Fees**

3.7.1 Coronation Hall – *This section is to be completed by Respondents requesting use of the Community Hall.*

As a guide to Council, please specify your proposed hourly fee for use of the Hall. Any pricing should exclude the discount fee.

__________________________________________________________________

Please note, Council may under certain circumstances provide a 50% discount on fees charged to hire community facilities. This discount is available to registered charities or not-for-profit groups who:

a) Provide copies of certification or incorporation; and
b) Demonstrate that the activity benefits local Bayside residents.
3.8 Insurance

Successful applicants must establish and maintain current insurances including:

- Public and Product Liability ($20 million)

Provide information of any current insurances that meet this requirement for the proposed activity. However, if these are not yet established, then demonstrate the process to have the required insurances established prior to the proposed commencement date.
4 Annexures

4.1 Rental Assessment and Subsidy Policy (RASP)

Rental Assessment and Subsidy Policy

7 March 2017

Expressions of Interest - Mascot Coronation Hall and Community Suites
# Contents

1 **Introduction** .................................................................................................................. 25  
1.1 Background .................................................................................................................. 25  
1.2 Definitions ..................................................................................................................... 25  
1.3 Policy statement ............................................................................................................. 25  
1.4 Scope of policy ............................................................................................................... 26  

2 **Principles** ....................................................................................................................... 26  

3 **Management Models** .................................................................................................... 26  

4 **Licensing and Leasing** .................................................................................................. 26  

5 **Maintenance, Improvements and Presentation** ............................................................ 27  

6 **Openness and Information** ........................................................................................... 28  

7 **Setting the Rental Value** ............................................................................................... 28  
7.1 Calculation of a rental subsidy ....................................................................................... 29  
7.2 Existing arrangement ..................................................................................................... 30  
7.3 New application for lease ............................................................................................... 30  
7.4 Accessibility .................................................................................................................. 30  
7.5 Links with Council’s planning ....................................................................................... 30  

8 **Criteria Table** ............................................................................................................... 31  
8.1 Determining the Level of Subsidy .................................................................................. 31  

9 **Policy implementation** .................................................................................................. 33  
9.1 Policy responsibilities .................................................................................................... 33  

10 **Document control** ........................................................................................................ 33  
10.1 Review ........................................................................................................................ 33  
10.2 Related document ......................................................................................................... 34  
10.3 Version history ............................................................................................................ 34
5 Introduction

5.1 Background

The purpose of this policy is to provide Council with a framework to support the equitable, efficient and effective management of Council's properties.

5.2 Definitions

The definitions of certain terms are:

RASP

Rental Assessment and Subsidy Policy

Community Facilities

Community facilities refer to Council owned buildings/facilities and their immediate surrounds which are used by community based not-for-profit groups to provide and organise recreational, cultural, sporting and community service activities. They are often, but not always, situated on Council Land and/or public open space or Crown Land for which Council has long term management responsibility. Examples include community centres, sports facilities and club rooms.

5.3 Policy statement

The Rental Assessment and Subsidy Policy enables Council to:
- encourage optimal use of community facilities to cater for a wide range of community and sporting groups
- obtain a contribution from user groups for the costs of providing facilities
- recognise the value and benefits of services and activities organised and provided by community based groups and to subsidise these groups where it sees fit
- determine the most appropriate occupancy arrangement for each facility
- fulfil the requirements of State government and Council policies in relation to provision of facilities on operational land, Community land, Crown public recreation reserves and open space.
- protect and enhance Council's assets for the benefits of the Local Government Area (LGA) and future generations
- to assist in determining an adequate level of rental for Council managed / owned properties in accordance with Council valuation policy.

This policy will help Council to clearly communicate its intentions in relation to management of properties with the user groups and the broad community. This policy excludes Council facilities that are covered by specific legal commercial leasing/licensing agreements as approved by Council.
5.4 Scope of policy

This policy applies to all council managed properties.

6 Principles

The following principles apply to management of community facilities:

- The management framework will enable equitable opportunities for the wider community to access community facilities and related subsidies provided by the Council.
- Where a group or organisation has regular use of a facility as supported by a legal agreement, it should contribute to the management and maintenance costs of the property.
- Financial contributions from users of Council facilities should be used to cover the management, maintenance and minor improvement costs of the facility, and for the development of activities or services associated with the facility.
- The process by which a property is managed will be open, accountable and transparent, and will be undertaken in consultation with the community.
- Council’s properties will be managed to maintain and enhance their flexibility and accessibility in order to meet the current and future needs of the LGA as identified in Council’s Social Plan.
- Community facilities on public land will be accessible to the broader community, as will facilities to which Council has contributed financially and/or in kind.
- All financial arrangements will be documented, transparent and in accordance with legislative requirements.

7 Management Models

Facilities will generally be managed in a manner which preserves and maintains their flexibility and availability for current and future residents of the LGA. Wherever possible, Council will implement a strategy of shared use between groups and this will be supported by the development of multi-use facilities.

A range of management models including direct Council management, community management, leases, non-exclusive licenses and permits will be used.

8 Licensing and Leasing

Licensing and leasing of facilities will be undertaken in full consultation with the interested and affected parties, and in accordance with the relevant statutory plans, Council’s technical reports and other policies.

Council recognises that many groups have a strong historical affiliation with the facilities which they use, and have contributed in cash and kind to their development. Council supports the continued occupation of those facilities by those groups but on shared multi-use basis where it does not currently occur.

When occupation has been established by informal arrangements, Council will look at entering into formal agreements in which responsibilities and rights of the interested parties will be outlined.
Where a current licence, lease or other formal agreement exists, this will be honoured until its expiry. A review of future management options for the facility will be undertaken within the last 24 months of the agreement period. It will take account of existing usage rates and the potential for the facility to be used on a multi-user basis, in line with changing community needs and in consultation with the community.

Contributions of cash or in kind by user groups to a facility do not convey ownership or preferential access to that facility. It simply means that this group benefits from having a more suitable facility in a shorter timeframe than might otherwise have been provided by Council.

Council may enter into licences or leases which provide for exclusive access to a facility by a private individual or group based on its merits eg. residential properties. Council will generally not consider leases providing for exclusive access to a facility by one particular group to the exclusion of the general public.

Leases will be considered in the following situations:
- the facility has the potential to provide the best value to the community
- the lease will return a market rental to Council
- the lessor will significantly upgrade the facility at their expense where it would otherwise have remained in the same condition
- it is in keeping with the policies of the State Government, where the land is publicly owned
- Consultation with the interested and affected parties has been undertaken for facilities on Crown and community land
- A legal and binding agreement has already taken effect

9 Maintenance, Improvements and Presentation

Responsibilities in relation to maintenance, improvements and facility presentation will be fully detailed in formal agreements. The following general terms will apply:

Unless otherwise determined, Council is responsible for the external structural integrity of facilities, except where a user group has a detrimental impact upon the external condition of the building. A user group however is responsible for maintaining the external building in its existing condition and may include painting, graffiti removal etc. The responsibilities will be detailed in the agreement.

Where a group voluntarily undertakes extensions or improvements to the exterior of a facility (e.g. pergola, sun shade) they are responsible for the maintenance and presentation of those improvements and must obtain written consent from Council prior to improvements being carried out.

In some instances, when a high level of rental subsidisation is provided, an organisation or group may take responsibility for the long term maintenance of the facility required to ensure sustainability. This may happen where a facility is used solely by one organisation and this will be documented in the agreement. Where applicable, Council will work with these groups to develop a long term maintenance program for the facility in conjunction with its Technical Services unit.

Unless otherwise determined, users of the facility should be responsible for the internal maintenance of the facility. Where more than one group uses a facility,
contributions and responsibility for maintenance should be shared based on the floor space usage ratio.

Facility fit out improvements undertaken by user group/s will remain the property of the groups. Structural modifications, additions and improvements undertaken with the consent of Council will remain the property of Council as owner of the facility.

Tax, charges and levies are the responsibility of the user group(s) unless otherwise specified in the licence /lease agreement.

10 Openness and Information

Council will provide information to the community about the level of subsidy that applies to its rental properties through its annual report.

Community groups and organisations using Council's properties will be required to report annually on performance indicators in relation to the facility and the group's activities. Council will provide guidance and advice on the collection of this information.

Council insists on the highest level of transparency in the management of its properties.

11 Setting the Rental Value

For each property, Council seeks to recover either all or a proportion of the total operating costs of that property. For a leased or licensed property Council seeks to recover rent at market value although in some cases a Council rental subsidy may be applied.

Market rental valuations will be obtained for all properties. The market rental value is the amount of annual rent achieved if the accommodation had been let in a competitive market and with specific community buildings (e.g. child care or community centres) the market rental value should reflect the level of demand for that type of accommodation and community needs as documented in Council's Social Plan.

The total costs to Council of operating each facility including depreciation, maintenance, administration, and improvements will be determined. In the case of a new building a sinking fund should be established as part of long term sustainability planning.

Council may assist community users by providing a rental subsidy. The rental subsidies will be for a period as specified in the legal agreement. The category of rental subsidy will be determined according to established criteria and Council's objectives. The established criteria are documented in the Category Table which forms part of this policy. In all cases the level of subsidy will be reviewed on a three year basis and this will be reflected in the agreements. The review does not imply a change in the level of subsidy but is required so that Council is fully informed on the total level of subsidies being applied. All rental subsidies must be reported to the community on an annual basis.
The criteria set out in the Category Table may be reviewed and revised on a regular basis and will be disclosed in the Pricing Policy of Council’s Management Plan.

Council seeks to ensure that the cost to Council of the provision of community facilities is absolutely open and transparent. Council has a fiduciary responsibility to all ratepayers and must clearly identify the actual cost of all rental subsidies.

11.1 Calculation of a rental subsidy

Step 1: A market rental value will be obtained for the property.

Step 2: The total costs to Council of operating the property including depreciation, insurance, maintenance, rent payable to Department of Lands, administration and improvements will be determined. While total costs of operating the facility should be covered by the rent paid by the user, in some situations, especially in relation to new community facilities, the market rental value may be less than the total costs of operating a facility.

Step 3: The level of the rental subsidy will be determined against the market rental value and will be based on a number of criteria which will be established and communicated to potential occupants prior to establishing an agreement. The criteria are outlined in the Category Table although there may also be a number of specific criteria that relates to the use of the facility. The level of subsidisation will vary between none to 100% of the market rental value. This excludes the levy that could be charged for facilities on Crown Reserves and is determined by the Minister of Lands.

The rent payable by the user must always include the rent payable by Council to the Department of Lands for use of Crown lands where applicable.

In situations where a user or lessee undertakes, with the consent of Council, a major upgrade or maintenance activity this will be taken into account when determining the level of subsidy that will be applied and may provide a discount on the market rental value.

While the criteria that will be used to determine the level of subsidy may vary according to the type of facility or Council’s long term directions they will generally include:

- Assessment against the broad criteria in the Category Table
- Ability to generate income from their activities including fees for services, hiring out of the facility, private sector sponsorship and other government grants and subsidies. Financial statements will be requested.
- Can the lessees demonstrate that a reduced rent for an agreed period would have significant social, community and economic benefit?
- Would a subsidy encourage a particular cultural/community activity to establish itself?
- The extent of the benefit of the subsidy to members of community. That is, how many community members gain a benefit from the application of the rental subsidy?
- Will application of subsidy address identified community needs?
- Competitive neutrality. Competitive neutrality issues may arise for example where a private operator believes that a child care facility that receives significant subsidies from Council has an unfair advantage.
- Level of financial commitment by user to undertaking maintenance and major upgrades.
- Depending on use there may also be some specific criteria. For example in determining the level of subsidy for Child Care facilities other factors that could be considered include the number of places; where the children live; level of government subsidies; fees charged; number of children with special needs catered for; qualifications of staff.

11.2 Existing arrangement

Council owns a number of buildings which are leased and/or licensed to a range of community groups and organisations. These include child care centres, aged facilities, sporting groups and neighbourhood community groups. Many of them have not entered into leases/licences using a contestable process and many only pay a peppercorn rent. It is Council’s intention to enter into a legal agreement with these groups.

Where a current licence, lease or other formal agreement exists, this will be honoured until its expiry. A review of future management options for the facility will be undertaken within the last 24 months of the agreement period. It will take account of existing usage rates and the potential for the facility to be used on a multi-user basis, in line with changing community needs as outlined in the Council’s Social Plan and in consultation with the community. The level of rent paid will also be reviewed at this time.

If a review indicates that a higher rental will be charged it will be introduced over an extended period of up to three years to limit the impact on the user group.

11.3 New application for lease

The availability of exclusive use space in Council owned buildings is limited. However when space becomes available, Council may advertise any vacancies and these will be considered in accordance with the specified criteria that might include identified community needs; whether Access and Equity principles are implemented by the organisation; and the enrichment of the community’s cultural life.

11.4 Accessibility

Council will seek to ensure that facilities are progressively updated to become physically accessible to all segments of the community and in accordance to the current BCA.

Where facilities become available for long term use by community groups, their availability will be advertised.

11.5 Links with Council’s planning

Community facilities will be managed in a manner which ensures a close nexus with Council’s Management Plan incorporating social, leisure and community development planning and is consistent where applicable, with the values and directions of the Plans of Management for Community and Crown Land.
12 Criteria Table

12.1 Determining the Level of Subsidy

The level of subsidy will be determined by assessing each user against the criteria and evaluating their weighted distribution across the categories.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Possible Range of an Organisation’s Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4 points</td>
</tr>
<tr>
<td></td>
<td>3 points</td>
</tr>
<tr>
<td></td>
<td>2 points</td>
</tr>
<tr>
<td></td>
<td>1 point</td>
</tr>
<tr>
<td>Reactive &amp; Ongoing Maintenance</td>
<td>Takes responsibility for internal &amp; external reactive maintenance as detailed in agreement.</td>
</tr>
<tr>
<td></td>
<td>Takes responsibility for almost all the internal &amp; external reactive maintenance as detailed in agreement.</td>
</tr>
<tr>
<td></td>
<td>Takes responsibility for some of internal &amp; external reactive maintenance as detailed in agreement.</td>
</tr>
<tr>
<td></td>
<td>Does not take responsibility for internal &amp; external reactive maintenance even though detailed in agreement.</td>
</tr>
<tr>
<td>Extent of service provided by organisation</td>
<td>Broad community (more than 40%) is a beneficiary of service provided by organisation.</td>
</tr>
<tr>
<td>(Organisation can be requested to identify groups they service and the group and community need met as per the Social Plan)</td>
<td>Between 20% to 40% of the community is a beneficiary of the service provided by the organisation.</td>
</tr>
<tr>
<td></td>
<td>While the organisation provides a direct service to less than 20% of local community, it forms part of a larger service provision.</td>
</tr>
<tr>
<td></td>
<td>Less than 10% of the community uses the service.</td>
</tr>
<tr>
<td>Extent of Accessibility of Facility to community</td>
<td>Facilities are accessible to all members of the LGA.</td>
</tr>
<tr>
<td></td>
<td>The facilities are 80% of the time accessible to members of the community.</td>
</tr>
<tr>
<td></td>
<td>Fees are charged.</td>
</tr>
<tr>
<td></td>
<td>Members only access.</td>
</tr>
<tr>
<td>Number / type of service providers</td>
<td>A unique community service in the LGA (only one of a kind).</td>
</tr>
<tr>
<td></td>
<td>One of a number of providers of a community service.</td>
</tr>
<tr>
<td></td>
<td>Provides a service of limited community needs (less than 5% of the community would use the service).</td>
</tr>
<tr>
<td></td>
<td>Meets social and recreational needs only.</td>
</tr>
<tr>
<td>Ability to charge fees &amp; raise Income</td>
<td>No fees are charged.</td>
</tr>
<tr>
<td></td>
<td>Fees are charged but a subsidy scheme is available or fees are regularly written off.</td>
</tr>
<tr>
<td></td>
<td>Fees are charged but the organisation is not for profit.</td>
</tr>
<tr>
<td></td>
<td>Operates on profit basis.</td>
</tr>
<tr>
<td>Access to other sources of Funding</td>
<td>No access to other funding sources.</td>
</tr>
<tr>
<td></td>
<td>Limited access to other sources of funding (no more than 5% total).</td>
</tr>
<tr>
<td></td>
<td>Access to other sources of funding - State, Federal or Local which provides 5 - 30% of total funding.</td>
</tr>
<tr>
<td></td>
<td>Access to other sources of funding - State, Federal &amp; Local which provides more than 30% of funding.</td>
</tr>
<tr>
<td>Criteria</td>
<td>Possible Range of an Organisation's Responses</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Do they provide direct competition to commercial ventures</strong></td>
<td>No similar service is provided by a privately owned organisation. A similar service can be provided by a privately owned organisation but no such organisation is operating in the LGA. While similar service is provided by privately owned organisations, the applicant provides added or differentiated service to users. Similar service provided by privately owned organisations is available in the LGA.</td>
</tr>
<tr>
<td><strong>Does their service impact on Council’s need to provide similar service?</strong></td>
<td>The service provided has been identified as a core responsibility of Council (as per Management Plan). 80% of the service provided has been identified as a core responsibility of Council (as per Management Plan). Service is not core responsibility of Council but could be provided as is the case in neighbouring Council areas. Service is not responsibility of Council (as per Management Plan).</td>
</tr>
<tr>
<td><strong>Organisational status and Structure</strong></td>
<td>The organisation has a regional focus, is a locally based, not for profit and does not belong to a larger not for profit organisation. It has a voluntary management committee, comprised mainly of local area representatives. The organisation is locally based, not for profit and does not belong to a larger not for profit organisation. It has a voluntary management committee, comprised mainly of local area representatives. The organisation is a locally based service outlet or project that is part of a larger not for profit organisation. It has a voluntary advisory committee, comprised partly of local area representatives. The organisation is a locally based service, outlet or project that is part of a larger not for profit organisation. There is limited, or no local area representation on the advisory committee or similar.</td>
</tr>
<tr>
<td><strong>Capacity to undertake range of administrative and management responsibilities</strong></td>
<td>Dependent on assistance from volunteers for all administrative and management functions. Paid staff undertake all of the administrative and management functions and volunteers assist with other tasks. Staff undertake all of the administrative and management functions with additional assistance provided by umbrella organisation. Umbrella organisation responsible for administrative and management functions.</td>
</tr>
</tbody>
</table>
### Policy implementation

#### 13.1 Policy responsibilities

The General Manager is responsible for the overall policy. The Manager is responsible for the policy implementation.

### Document control

#### 14.1 Review

The maximum time period for reviews of the policy is each 4 year term of Council.

The Director or Manager Executive Services may approve non-significant and/or minor editorial amendments that do not change the policy substance.
14.2 Related document

- Local Government Act 1993

14.3 Version history

This policy was based on a former Rockdale City Council policy last adopted on 1 July 2009.

<table>
<thead>
<tr>
<th>Version</th>
<th>Release Date</th>
<th>Author</th>
<th>Reason for Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>07/03/2017</td>
<td>Ben Heraud</td>
<td>Harmonised document from former Councils.</td>
</tr>
</tbody>
</table>