



***A PROTOCOL FOR GUIDING DEALINGS BETWEEN
CONSTITUENT LOCAL GOVERNMENTS OF THE WESTERN
SUBREGIONAL ORGANISATION OF COUNCILS IN MATTERS
OF SUBREGIONAL COOPERATION***

Preamble

This Protocol guides dealings between the constituent local governments of the Western Subregional Organisation of Councils in matters of regional cooperation.

Its purpose is to enhance the good government of the subregion in relation to:

- * management of road reserves along, adjacent to and crossing borders;
- * management of infrastructure, especially in relation to roads, drainage, water and sewerage;
- * provision for emergency services, especially in terms of road naming and house numbering;
- * waste management;
- * public health;
- * protection of the environment;
- * land use planning;
- * libraries;
- * staffing; and
- * such other matters as are determined to be added to this Protocol by the Western Subregional Organisation of Councils from time to time.

Understandings

All parties agree to implement this Protocol in a spirit of cooperation, based on a commitment to the following understandings:

- * that they share a common concern for the environment and wellbeing of the residents of the area at both local and subregional levels;
- * that each plays important roles in the planning for and provision of local government services in the subregion;
- * that the requirements and impacts of these services often do not conform with jurisdictional boundaries; and
- * that the diversity of local governments is reflected in differing interests, capacity and requirements in relation to the provision of services.

Undertakings

All parties -

- . will implement agreements made subject to this Protocol as attached as Schedules from time to time;
- . acknowledge that no claim or dispute made under or in relation to this Protocol or any part thereof shall be justiciable;
- . will consult on any proposed changes to the Protocol or its Schedules;
- . will resolve issues, where they arise, at the lowest level possible, with referral to the Western Subregional Organisation of Councils for consideration only as a last resort.

Implementation

All parties will implement agreements as provided in the Schedules.

When this Protocol, a Schedule or part thereof requires addition, amendment or deletion, the parties shall collectively or individually inform the Western Subregional Organisation of Councils, which shall conduct such activities as required to investigate and, where appropriate, modify the Protocol.

SCHEDULE A

**WESROC AGREEMENT ON CONSULTATION AMONG LOCAL
GOVERNMENTS DURING THE DEVELOPMENT AND REVIEW
OF PLANNING SCHEMES**

WESROC AGREEMENT ON CONSULTATION AMONG LOCAL GOVERNMENTS DURING THE DEVELOPMENT AND REVIEW OF PLANNING SCHEMES

1. Preamble

The Western Subregional Organisation of Councils recognises the need for agreement on procedures for consultation among member Local Governments during significant changes to planning schemes. This includes changes to strategic plans, development control plans, planning schemes and local law provisions relating to town planning matters, that are of a scale or nature such that, in the professional judgment of the planners of the Council managing the change, they will affect the planning or operations of other Local Governments.

2. Principles

- 2.1 Member Local Governments recognise that land use planning has implications beyond their boundaries and agree to take impacts on adjoining Local Governments into account in changes that they propose, and to promote coordination and a measure of consistency in their approaches.
- 2.2 Member Local Governments agree to base their interaction in relation to changes in the planning schemes of any member on cooperation and support.
- 2.3 In developing their planning schemes, member Local Governments agree to take cognisance of any WESROC agreements that relate to planning matters, including such subregional planning reports as WESROC may adopt from time to time.
- 2.4 In developing their planning schemes, member Local Governments will take into consideration relevant aspects of the Regional Outline Plan, as endorsed or modified from time to time, in the Regional Framework for Growth Management for South East Queensland.

3. Operation

- 3.1 **Stage 1.** When a Local Government determines to amend or develop a new element of its planning scheme, which in its view will constitute a significant change and which may have implications for other Local Governments, it is to write to inform other member Councils, requesting information from those Councils as to any current or prospective issues for that member in relation to the matter under consideration.
- 3.2 **Stage 2.** Where appropriate, once the concepts or general framework of the change is agreed by the Local Government, it is to circulate a summary to members for comment. A WESROC TWP meeting is to be called to provide a venue for discussion on the matters arising from the proposal.

- 3.3 **Stage 3.** The Local Government is to prepare and forward to member Councils a report which assesses the implications of the change for each of the surrounding Local Governments, identifying any major issues which may arise and any conflicts with adjoining Council provisions, joint Council agreements, subregional and regional plans. This assessment shall be in two stages:
- (a) an interim statement, during the preparation of the change, once the implications can be identified; and
 - (b) a final statement, prior to the implementation of the legal process for formal display or review .

The Local Government may discuss the interim statement either individually with relevant member Councils, or collectively through the WESROC TWP. Where the proposed changes conflict with existing subregional or regional plans, the WESROC TWP is to advise WESROC on appropriate action to be taken. Comments received by the Local Government are to be taken into consideration in the further development of the change.

SCHEDULE B

WESROC PLACEMENT AND INTERCHANGE PROGRAM

WESROC PLACEMENT AND INTERCHANGE PROGRAM

1. Preamble

The Western Subregional Organisation of Councils (WESROC) has determined to sponsor a Placement and Interchange Program for staff members, as part of its objectives of promoting subregional cooperation and enhancing the operations of its member Councils.

2. Interpretation

In this Agreement, unless the context otherwise requires -

- . "Placement" means the temporary relocation of a staff member of one organisation to another under the terms of this Agreement;
- . "Interchange" means the exchange of staff members between organisations on a temporary basis under the terms of this Agreement, such exchange being either on a reciprocal basis involving comparable positions, or not, as determined by the organisations involved;
- . "Program" means the Placement and Interchange Program as set out in this document and amended by WESROC from time to time;
- . "Participating organisation" means a Council or other body which is party to this Agreement, as ratified by WESROC from time to time;

3. Aims of the Program

The aims of the Program are as follows:

- (a) to enhance the skills base of participating organisations, through providing short-term placements with organisations in order to observe and gain experience in the operations of some activity in the "host" organisation that might be of value in the future in the "sending" organisation;
- (b) to improve the skills of individual staff members, by broadening their experience such that they can contribute better to future decision-making or operations in the organisation; and
- (c) to enhance cooperation among participating organisations by improving personal relations among staff.

4. Principles of the Program

- (1) Placements or interchanges of staff may be made for periods of up to thirteen weeks between participating organisations.
- (2) Participation by a staff member in the Program shall be based on agreement to the conduct of a definite project which has observable benefits to the sending organisation.

- (3) Participation in the Program does not imply that an organisation will have to participate in a specific placement or interchange.
- (4) A staff member remains the employee of the sending organisation, and the employment conditions of that organisation continue to apply during the placement or interchange, unless varied with the full and informed agreement of the two organisations and the staff member concerned.
- (5) The staff member shall be subject to direction in terms of work activities from agreed appropriate officers of the "host" organisation during the period of placement, although the sending organisation may recall the staff member at any time.
- (6) The placement or interchange shall be based on a written agreement signed by the two organisations and endorsed by the staff member or members to be placed or interchanged.
- (7) Administration of the Program should be through the Human Resource Management function of the signatory organisations, with the WESROC Coordinator to act as a facilitator as required.
- (8) Participation in the Program does not place any limit on an organisation's power to carry out similar activities, placements or exchanges under mutually agreeable terms with organisations which are not participating in the Program.

5. Organisation of placements and/or interchanges

- (1) Participating organisations do not require the involvement of WESROC in originating, operating or terminating specific placements and interchanges with other participating organisations under the Program.
- (2) Placements and interchanges shall be approved through a contract between the organisations involved, specifying the following:
 - (a) the person or persons to be placed or interchanged;
 - (b) an undertaking to continue the terms and conditions of employment of the persons, together with any modifications to such terms and conditions as have been agreed by the participating organisations and the person or persons subject to the placement or interchange;
 - (c) the nature and organisational location of the activities that the person or persons are to undertake during the period of the placement or interchange;
 - (d) the terms and conditions of supervision to be provided to the person or persons;
 - (e) a statement of intended benefits to the sending and receiving organisations as a result of the placement or interchange;

- (f) any conditions agreed for reimbursement of costs to the sending organisation where the balance of benefits favours the receiving organisation;
 - (g) any special conditions which are anticipated during the course of the interchange; and
 - (h) any specifiable matters which are to be treated as confidential information by the person or persons being placed or interchanged, other than those normally associated with an employment situation.
- (3) The terms of the contract shall not be actionable until they have been endorsed by the person or persons to be placed or interchanged.

6. Management of the Program

- (1) WESROC shall be responsible for the following:
- (a) approving the terms and conditions of the Program, and amending these from time to time;
 - (b) authorising the participation of organisations in the Program, and maintaining a list of participating organisations, as amended from time to time;
 - (c) reporting to the annual general meeting on the Program, including summaries of activities carried out under the Program;
 - (d) providing advice and assistance as required to participating organisations in terms of the operation of the Program.
- (2) Participating organisations shall be responsible for the following:
- (a) arranging specific placements and interchanges;
 - (b) managing the specific interchanges;
 - (c) reporting regularly to WESROC on the nature and status of placements and/or interchanges made under the Program.

7. Termination of a placement or interchange.

- (1) Either organisation may terminate a placement or interchange at any time, subject to three working days' notice. The terminating organisation shall provide reasons for such action to the other organisation and the person or persons involved, and shall be responsible for any reasonable costs incurred as a result of this action.
- (2) A person undergoing placement or interchange may request that the sending organisation terminate the placement or interchange.

SCHEDULE C

**CROSS-BORDER ISSUES INCLUDING PROVISION OF
SERVICES BY ONE COUNCIL ON OR WITHIN THE BOUNDS
OF ANOTHER COUNCIL**

WESROC AGREEMENT ON PRINCIPLES TO BE OBSERVED IN AGREEMENTS BETWEEN COUNCILS ON CROSS BORDER ISSUES AND TO PROVIDE SERVICES ON OR WITHIN THE BOUNDS OF ANOTHER COUNCIL.

1. Preamble

The Western Subregional Organisation of Councils recognises the need for agreement on issues affecting the management of Local Government responsibilities (including procedures for provision of services) in border areas of Local Governments, where it may be more efficient and cost-effective for this to be done by one of two, in the case of border matters, or by a bordering Council rather than that in which the property to which the service is provided is located.

2. Principles

- 2.1 Services provided by one Local Government under this Schedule to the Protocol shall be provided to the other Local Government which is party to the agreement, and the service provider shall not enter into any relationship with the property holders affected, unless this relationship is specified in the agreement.
- 2.2 Service provision to the property affected remains the responsibility of the Local Government in which it is located, and any requests or complaints relating to the service shall be the responsibility of that Local Government, unless otherwise specified in the agreement between the Councils.
- 2.3 Services provided in accordance with an agreement made under this Schedule shall apply only to those provided as an extension of a routine program of works normally undertaken by the Local Government agreeing to provide the service, to the standards normally provided by that Local Government to its property in situations agreed by both parties to be similar to that in which the extension is agreed.
- 2.4 Any service provision outside this routine programmed activity shall be the responsibility of the Local Government in which the property is located, unless otherwise specified in the agreement.
- 2.5 Costs of providing the service shall be agreed and incorporated into the agreement, but shall normally be based on the normal costing formulae used by the Local Government providing the service.
- 2.6 In relation to road maintenance and weed management, Local Governments shall review the need for provision of services prior to entering into an agreement. Such review should be jointly undertaken by the Local Governments who are party to the agreements.

- 2.7 In relation to road naming and property numbering, the needs of the Queensland emergency services should be given priority, so that easy and clear access is afforded to emergency vehicles. Local Governments shall jointly review roads that cross or form borders, and agree changes to naming or numbering.
- 2.8 In relation to the management of extractive industries, Local Governments shall as far as possible include in permit conditions requirements for use of State roads rather than local roads, and where haul routes will cross Local Government boundaries, the needs of the affected Local Governments shall be addressed in the conditions of the permit. Wherever possible, permits which will affect adjoining Local Governments shall be discussed with officers of the adjoining authority, prior to approval, and the views of that authority addressed in the decision in relation to granting of approval.

SCHEDULE D

AGREEMENT ON AIR QUALITY MANAGEMENT

WESROC AGREEMENT ON BASIC PRINCIPLES TO BE OBSERVED BY COUNCILS IN LOCAL AIR QUALITY MANAGEMENT

Preamble

The Western Subregional Organisation of Councils recognises the importance of protecting the air quality of the subregion in the interests of the quality of life of residents and as a major factor in the economic development of the region. This agreement sets out basic principles that will be observed by member Councils aimed at the protection of air quality.

Principles

Members will -

- . accept that they have a major role in protecting air quality, and agree to work together where appropriate to develop and implement consistent and integrated air quality policies;
- . compile and disseminate air quality information which can be used to develop and implement mechanisms for improving air quality and to encourage a reduction in demand for energy;
- . cooperate with other agencies and the community in developing and implementing the South East Queensland Regional Air Quality Strategy and local strategies;
- . encourage and adopt energy conservation measures that reduce demands for energy;
- . improve understanding of the opportunities for, and benefits of, energy conservation;
- . minimise air emissions in the generation of energy;
- . minimise vehicle emissions by reducing the frequency and length of trips generated and using land use planning techniques to minimise problems of urban and rural residential development;
- . reduce vehicle emissions by encouraging increased use of public transport, bicycles and walking as modes of transport;
- . limit the loss of vegetation and provide for the planting of additional appropriate vegetation to reduce the impact of air pollution;
- . review and manage Councils' vehicle operations to provide best practice examples in reducing air emissions;

- . review and recommend measures and technologies that minimise the levels of emissions; and
- . develop strategies for effectively responding to air pollutants from specific emission sources.