

Regional Mosquito Management Group Agreement

Contents

PART 1 CONSTITUTION AND PROCEEDINGS	3
BACKGROUND.....	3
AGREEMENT	3
Establishment of RMMG.....	3
Function of RMMG	3
Role of Tweed Shire Council	4
Meetings.....	4
Chairperson	5
Decision Process.....	5
Coordinating Council	5
Coordinator.....	6
Officers' Committee	6
Visitors at meetings	6
PART 2- TERMINATION AND RESIGNATION.....	7
Termination.....	7
PART 3 – GENERAL.....	7
Disputes	7
Stamp Duty.....	7
Severability.....	7

PART 1 CONSTITUTION AND PROCEEDINGS

This AGREEMENT is made the day of 2016

BETWEEN: City of Gold Coast Council of Nerang-Southport Road, Nerang, Queensland

and Logan City Council of Wembley Road, Logan Central, Queensland

and Redland City Council of Corner Bloomfield and Middle Streets, Cleveland, Queensland

and Tweed Shire Council of Tumbulgum Road, Murwillumbah, New South Wales.

(Collectively referred to herein as "the Councils")

BACKGROUND

- A. The Councils have responsibility for local government of the areas respectively under their jurisdiction.
- B. The Councils (other than the Tweed Shire Council) have, as part of their exercise of jurisdiction of local government, the right to conduct activities, works and practices for mosquito management in accordance with legislation, policies and procedures set out in the *Public Health Act 2005*, *Environmental Protection Act 1994*, *Fisheries Act 1994*, *Marine Parks Act 2004* and RMMG's policies and procedures. Tweed Shire Council has, as part of its exercise of jurisdiction of local government, the right to conduct activities, works and practices for mosquito management in accordance with legislation, policies and procedures set out in the *Local Government Act 1993* and State Environmental Planning Policy/Coastal Wetlands and RMMG's policies and procedures.
- C. The Councils strive to continually improve their programs and performances by research, review, audit and implementation of environmentally sustainable practices to achieve best practice mosquito management.
- D. The Councils have, by this agreement, decided to cooperate and consult with each other with a view to coordinating mosquito management in their respective areas.

AGREEMENT

Establishment of RMMG

1. The Councils agree to pursue the objectives set out in Clause 2 below and, by establishing a joint standing committee which, when pursuing those objectives pursuant to this agreement, will be known as the "Regional Mosquito Management Group" (RMMG). This group was formerly known as "Contiguous Local Authorities Group". RMMG will exercise the jurisdiction of the Councils in respect of matters to which this agreement relates.

Function of RMMG

2. RMMG will pursue the following objectives:
 - 2.1. To engage, support and assist in research into mosquito management;
 - 2.2. To facilitate coordination and cooperation between the Councils and between other local governments, other regional mosquito management organisations

and the State and Federal Governments in relation to matters concerning mosquito management, through information sharing, negotiation and/ or the formulation of joint policies or strategies;

- 2.3. To deal with other matters of common concern or which further the interests of RMMG;
- 2.4. To encourage members to adopt the *Mosquito Management Code of Practice* developed by the Local Government Association of Queensland.
- 2.5. To lobby the Queensland State Government to contribute to the management of mosquitoes on its land; and
- 2.6. To ensure that environmental "best practice" is undertaken in mosquito management within the region.
- 2.7. To advocate to the state and federal government to deliver improved mosquito management.

Role of Tweed Shire Council

3. Clauses 2.4 and 2.5 of Section 2 do not apply to the Tweed Shire Council. These two clauses pertain to Local Government areas of Queensland and not Local Government areas of New South Wales.

Meetings

4. RMMG conducts its business and proceedings in the form of meetings of the Councils which are to be convened and which will operate as follows:
 - 4.1. Each Council must appoint 1 Councillor to represent it at meetings of RMMG and may:
 - 4.1.1. revoke or vary such appointment from time to time; and
 - 4.1.2. appoint as a proxy: another Councillor or senior Council officer to act as a substitute for the appointed Councillor where he or she is unable to attend any particular meeting or meetings of RMMG;
 - 4.2. A Proxy vote may be used if a Councillor is not available to attend the meeting of RMMG. The proxy vote must be written and presented to the Chair at the beginning of the meeting.
 - 4.3. Ordinary meetings of RMMG must be held biannually. The place of meeting shall be rotated between Gold Coast City Council, Redland City Council and Logan City Council and Tweed Shire Council in turn.
 - 4.4. Special meetings to deal with urgent issues may be convened by the Coordinating Council (appointed in accordance with Clause 7) on a date and at a place reasonably determined by the Coordinating Council and notified to each Council.
 - 4.5. A quorum for a meeting shall be 1 Councillor or proxy from at least 3 of the Councils.
 - 4.6. The Coordinator (appointed by the Coordinating Council pursuant to Clause 8), or where the Coordinator is absent from a meeting, a person appointed by RMMG must

keep or cause to be kept minutes of all decisions made by RMMG and must communicate all decisions to the Councils.

- 4.7. The proceedings and practice at meetings of RMMG are to be in keeping with accepted meeting procedure.

Chairperson

5.

- 5.1. At the first meeting of each year, members are to elect a Chairperson for the forthcoming year. The Chairperson must be a Councillor from one of the member Councils.
- 5.2. The Chairperson is to Chair the meetings to be held during the year, act as the spokesperson for RMMG and oversee the election of the Chairperson for the following year.
- 5.3. Should the Chairperson be unavailable to chair the meeting of RMMG, members will elect an interim Chair from the attending Councillors.
- 5.4. The Chairperson role is also the political voice of RMMG.

Decision Process

6.

- 6.1. Decisions of RMMG are made by resolution of the Councillors following: debate, discussion and the opportunity for presentation of alternative views.
- 6.2. Some decisions of RMMG may need ratification by respective full Councils prior to the resolution by RMMG.
- 6.3. For consideration of matters, each member Council has 1 vote.
- 6.4. Decisions are made by a majority of the number of votes and by open voting.
- 6.5. In the event that there is for any reason, an equal number of votes on a particular matter, the chairperson has a (second) casting vote.

Coordinating Council

7.

- 7.1. RMMG must at the commencement of this agreement, appoint a Coordinating Council to provide RMMG and its officers with managerial assistance and administrative facilities. The specific powers, functions, duties and responsibilities of the Coordinating Council are those:-
 - 7.1.1. specified in this Agreement; and
 - 7.1.2. determined by RMMG from time to time.
- 7.2. Appointment as Coordinating Council shall be rotated triennially between member Councils, but the period of appointment of a Council may be extended at the discretion of the RMMG. Until the first appointment is made, Redland City Council is the Coordinating Council.
- 7.3. The Coordinating Council shall be responsible for providing a Coordinator and secretariat support at all meetings of RMMG and the Officers' Committee.

Coordinator

8.

- 8.1. The Coordinating Council must nominate an appropriately qualified officer in its employ to be a Coordinator to RMMG.
- 8.2. The duties and responsibilities of the Coordinator are as determined by this agreement and, from time to time, by RMMG.
- 8.3. The Coordinator must:
 - 8.3.1. be the first point of contact on behalf of RMMG and is the conduit to other organisations.
 - 8.3.2. communicate all operations within RMMG to the Councils and, when directed by RMMG, the media (without contravening any of the Councils' own policies in relation to communication with the media); and
 - 8.3.3. act as secretariat to RMMG including schedule meetings, prepare agendas, prepare minutes, prepare reports, action decisions of RMMG and the Officers' Committee (the Officers' Committee is explained in Clause 9).
 - 8.3.4. chair the officers meetings.

Officers' Committee

9.

- 9.1. Each of the Councils must nominate two of its employees to be members of a RMMG Officers' Committee.
- 9.2. The function of the Officers' Committee is to provide,
 - 9.2.1. technical and managerial advice and recommendations to RMMG.
 - 9.2.2. a forum for liaison, collaboration, technical research, education and operational benchmarking for members.
- 9.3. The Officers' Committee must meet at least 4 times per year and between 2 to 4 weeks prior to meetings of RMMG. Otherwise, the provisions of Clauses 4, 5 and 6 of this agreement apply, so far as they are able, to meetings of the Officers' Committee.

Visitors at meetings

10.

- 10.1 Consultants, representatives or officers of any organisation relevant to RMMG, representatives of educational and research institutions and government representatives may be invited to attend meetings of RMMG or meetings of the Officers' Committee and such persons:
 - 10.1.1. are not permitted to attend unless invited and prior notice is given to members,
 - 10.1.2. are, unless RMMG otherwise resolves either in relation to meetings generally or in relation to a particular meeting, entitled to take part in the discussion and debate at a meeting, and
 - 10.1.3. may not move motions and do not under any circumstances have a vote.

PART 2- TERMINATION AND RESIGNATION

Termination

11.

11.1. This agreement may be terminated by a resolution of RMMG upon a motion of which not less than fourteen days prior written notice has been given to each member Council.

11.2. A Council may resign from RMMG by giving the other members 30 days prior notice in writing of their intention to resign.

PART 3 – GENERAL

Disputes

12.

12.1. If any member Council is dissatisfied with any decision or any action taken by the Coordinating Council or the Coordinator, the member Council may refer the matter to RMMG which must determine whether the decision or action is approved or, if not, whether it should be revoked or varied in some way.

12.2. If any member Council is dissatisfied with a decision of RMMG made pursuant to Section 6.1, the member Council may refer the decision to a Queensland Law Society approved mediator (whose appointment is to be agreed upon by all member Councils or, failing agreement, appointed by the President for the time of the Queensland Law Society) who must determine whether the decision of RMMG pursuant to Section 6.1 should be affirmed, varied or revoked. The decision of the mediator is final.

12.3. Payment of any costs incurred in accordance with Section 12.2 shall be proportioned as determined by RMMG.

Stamp Duty

13. Stamp duty (if any) and any other costs payable in respect of this Agreement or arising out of this agreement must be paid by the Councils, in equal proportions.

Severability

14. In the event that any part of this Agreement shall become or be declared invalid, unenforceable or unlawful, the remaining portions of this Agreement shall not thereby be affected and shall remain in full force and effect and be construed accordingly.

Signed and delivered by each party as a deed.

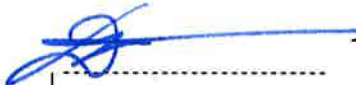
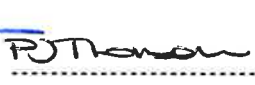

City of Gold Coast Council

Chief Executive Officer

Witness

Mayor

Witness


Name: Dale Dickson Date: 23.6.16

Name: Pauline Thomas Date: 23/06/16

Name: TOM TATE Date: 28.6.16

Name: WAYNE MORAN Date: 28.6.2016

Logan City Council

Chief Executive Officer

Witness

Mayor

Witness

Name: _____ Date: _____
Name: _____ Date: _____
Name: _____ Date: _____
Name: _____ Date: _____

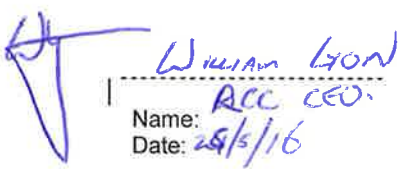


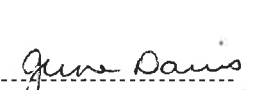
Redland City Council

Chief Executive Officer

Witness

Mayor

Witness


Name: ACC CEO Date: 25/5/16

Name: Tina Robinson Date: 25/5/16

Name: Karen Williams Date: 25/5/16

Name: JUNE DAVIS Date: 25/5/16

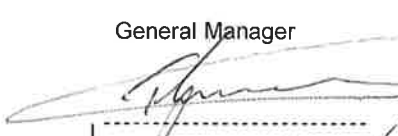
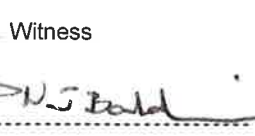
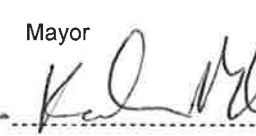
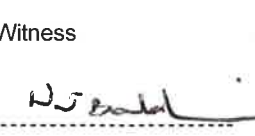
Tweed Shire Council

General Manager

Witness

Mayor

Witness


Name: Tracy Green Date: 30/6/2016

Name: Neil Baldwin Date: 30.6.16

Name: Katie Milne Date: 7.7.16

Name: Neil Baldwin Date: 7.7.16