



 City of Ryde



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Joint Regional Authority Memorandum of Understanding

June 2015

Entered into between the Councils

COUNCIL OF THE CITY OF RYDE (RYDE)
of 1 Devlin Street, Ryde, NSW 2112

And

HUNTERS HILL COUNCIL (HUNTERS HILL)
of 22 Alexandra Street, Hunters Hill, NSW 2110

And

LANE COVE COUNCIL (LANE COVE)
of 48 Longueville Road, Lane Cove NSW 2066

INTRODUCTION

Ryde, Hunters Hill and Lane Cove (collectively known as the “Councils”) all reject the Independent Local Government Review Panel’s (ILGRP) preferred options as part of the State Government’s ‘Fit for the Future’ (FFTF) reform package to split Ryde and merge the Councils along with North Sydney, Willoughby and Mosman Council’s to form a new mega council.

The Councils have long recognised and valued a regional approach to strategic planning, infrastructure planning, delivery and advocacy.

The Councils have been significant contributors to the successful track record of the North Sydney Regional Organisation of Councils (NSROC).

The Councils share the State Government’s vision and agree that Local Government is a crucial partner in underpinning Sydney’s success as a global city and the importance of regional and subregional planning, strategic collaboration and meaningful intergovernmental relationships, in achieving a vision for Sydney.

The Councils propose a strategic regional collaboration model, embodied in the Joint Regional Authority (JRA), with a primary focus on centralisation of the subregional-scale planning and development functions and a secondary focus on regional procurement and shared services.

Ryde, Hunters Hill and Lane Cove have committed to mandatory participation (no opt-out) in the JRA and are prepared to delegate appropriate powers to the JRA to enable its strategic functions and to make binding decisions on behalf of the Councils.

The Councils believe that the proposed JRA is a far more superior and progressive alternative to the ILGRP’s proposed mergers and envisage it as a tool to realise and harness their strategic capacity potential.

Ryde, Hunters Hill and Lane Cove have each duly resolved on the following dates to enter into this Memorandum of Understanding (MOU) for the purpose of forming a JRA:

- (a) City of Ryde Council Meeting No. xx held 9 June 2015;
- (b) Hunter’s Hill Council Meeting No. xx held 9 June 2015; and
- (c) Lane Cove Council Meeting No xx held 15 June 2015.

PURPOSE

The purpose of this MOU is to define the intention and broad terms under which the Councils will form a JRA. In essence the MOU will:

- (a) Enable the Councils to achieve the State Government's key objectives for regional collaboration and planning;
- (b) Enable the Councils to offer a solution that is acceptable to their communities;
- (c) Add value to Ryde's, Hunters Hill and Lane Cove's Operations;
- (d) Provide an environment for shared service delivery and centres of excellence and;
- (e) Offer a more cost effective outcome, when compared with mergers.

STATUS OF MOU

The Councils acknowledge that this MOU is not legally binding but identifies the spirit of cooperation between the Councils in achieving the Purpose of the MOU.

This agreement is not intended to remove the power to make policy decisions from Ryde, Hunters Hill and Lane Cove. Final policy decisions remain with Ryde, Hunters Hill and Lane Cove in their own right.

DETAILS

1. How will the JRA work

The Councils believe that a JRA will produce better urban development outcomes across the subregion and consequently ensuring our communities continue to enjoy functional, productive and liveable localities over time.

Importantly, the success of the JRA is not underpinned by an increased rate of urban development. The key to the success is derived from the strategic collaboration in the spatial location of development and its infrastructure servicing.

2. Term and Currency

This MOU shall come into force once the last of the parties sign this MOU.

It is intended to remain in force until the formation of the JRA at which time this MOU will be superseded by the Charter (constitution) of the JRA.

3. Establishing the JRA

Upon the decision of the Minister for Local Government to endorse the JRA to proceed, the Councils agree to form a Project Control Group (PCG) of General Managers (or their delegates) to establish a JRA, no later than 4 weeks after the Minister's decision is announced.

The Councils may invite the Office of Local Government to be a member of the PCG.

The PCG will be responsible for defining the requirements of establishing the JRA and for recommending to each council its establishment.

The PCG will draft a Charter and operating guidelines for endorsement by each council.

The Charter of the JRA will be based on the minimum core Functions, Powers and Governance structure, set out in this MOU and as authorised by each council by resolution.

3.1 Agreed Principles underpinning the establishment of the JRA

To enable the JRA each council has agreed to:

- (a) Delegate subregional strategic and infrastructure planning functions to the JRA to avoid duplication;
- (b) Support a balanced urban development settlement pattern;
- (c) Support the adopted policies of the JRA through their local decisions on development applications;
- (d) Mandatory participation, in other words, a council may not 'opt out';
- (e) Each council will enable JRA to make binding decisions on its behalf;
- (f) Shared approach to local infrastructure planning - recognising spare capacity across borders; and
- (g) Obligated to seek views of other councils on matters of subregional interest.

3.2 Core Functions of the JRA

3.2.1 The proposed JRA will in its first year focus on:

- (a) developing a statement of subregional priorities;
- (b) developing a Subregional landuse and infrastructure plan;
- (c) developing a single subregional Section 94 plan;
- (d) being the single point of contact for state and federal agencies;
- (e) subregional advocacy;
- (f) establishing one share service; and
- (g) undertaking regional procurement.

3.2.2 Subsequent priorities of the JRA will be:

- (a) the development of a harmonisation subregional LEP and DCP;
- (b) agreed centres hierarchy /collaboration promoting subregional hubs (e.g. bulky goods, education precincts);
- (c) increased number of shared services;
- (d) subregional economic/tourism/cultural/community development planning;
- (e) other activities as referred to it by the Councils from time to time.

4. Powers of the JRA

The Councils agree to delegate the following powers to the of the JRA :

- (a) To plan for subregional land use and infrastructure;
- (b) To develop a single subregional Section 94 plan;
- (c) To represent all Councils in negotiations for subregional planning and infrastructure matters;
- (d) To undertake subregional advocacy;
- (e) To procure subregional services and enter into subregional contracts; and
- (f) To apply for subregional grants.

5. Structure and Governance of the JRA

The Councils have agreed that the structure and governance of the JRA will be as follows:

- (a) The entity will be legally recognised though Local Government Act;
- (b) The entity will be governed by a Board consisting of 2 elected representatives from each member council, one of which is to be the Mayor of that council;
- (c) Each council will appoint a second representative by resolution;
- (d) Each council can at its discretion appoint alternate representatives by resolution;
- (e) Each council will authorise its representatives to make decisions that are binding;
- (f) Representatives from each council are bound by their respective council's decisions;
- (g) Each representative will have one vote;
- (h) The JRA Board decisions will be made by unanimous voting agreement of its members;

- (i) The JRA Board will elect a Chair and Deputy Chair;
- (j) The JRA will be supported by a General Managers' Advisory Committee;
- (k) The JRA may employ staff;
- (l) The JRA will be accountable to each council;
- (m) Representatives will service a 2-year term on the Board; and
- (n) Representatives will not be remunerated for their role in the JRA

6. Funding and resourcing of the JRA

- (a) Each council will contribute equal membership fees
- (b) The JRA will appoint an Executive Director; and
- (c) The JRA will engage associated staffing as required.

7. Confidential Information and Intellectual Property

Each council agrees to act in good faith to reasonably comply with respective requests (if any) for security or non-disclosure of confidential information.

Neither council accepts any responsibility for any breaches of such good faith.

The Councils agree that after the execution of this MOU they may be required to enter into a formal agreement so as to give effect to this MOU.

8. Authorisation

All councils agree to notify each other before making public announcements relating to the JRA.

9. Accuracy

Each council agrees to confirm with the other councils the accuracy and appropriateness of any material proposed in relation to joint projects prior to public dissemination.

10. Acknowledgement

Each council agrees to acknowledge the other councils where appropriate, now and at all times in the future, in publications and promotional material relating specifically to this MOU.

11. Expansion of Membership

The Councils are willing to consider expanding the membership of the JRA and parties to this MOU, provided that all three member Councils resolve to accept any new members.

11.1 Expansions of Membership by request

In the event that a request for membership is received, the three General Managers will assess the request and the preparedness of the requesting council to abide by, contribute to and/or add-value to the objectives of this MOU and the JRA and make recommendation to the Councils for acceptance or rejection of request.

11.2 Expansions of Membership by invitation

In the event that it is deemed advantageous to invite another Council to join the membership of the JRA; the three General Manager will present a sound argument for membership expansion, to the three Councils for consideration and endorsement.

12. Dispute Resolution

Where any dispute arises under this MOU, the Councils will take all necessary steps to resolve the dispute expeditiously by mutual agreement, using the following procedures:

- (a) if not resolved, then discussions between the Councils General Manager's;
and
- (b) if not resolved, then discussions between the Councils' Mayors.

DRAFT

Executed as a Memorandum Of Understanding;

SIGNED for and on behalf of

Council of the City of Ryde by the Mayor:

Name:

Signature:

Date:

SIGNED for and on behalf of

Council of the Municipality of Lane Cove by the Mayor:

Name:

Signature:

Date:

SIGNED for and on behalf of

Council of the City of Ryde by the General Manager:

Name:

Signature:

Date:

SIGNED for and on behalf of

Council of the Municipality of Lane Cove by the General Manager :

Name:

Signature:

Date:

SIGNED for and on behalf of

Municipality of Hunters Hill by the
Mayor:

Name:

Signature:

Date:

SIGNED for and on behalf of

Municipality of Hunters Hill by the
General Manager:

Name:

Signature:

Date:

DRAFT