

Balonne Shire Council



and

Moree Plains Shire Council



## **Memorandum of Understanding**

# **Cross-border Collaborative Working Arrangement**

**6 September 2022**

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# 1. Introduction

This MoU document seeks to formalise the shared vision of a commitment to working together for the betterment of the border region local government areas of Balonne Shire Council and Moree Plains Shire Council.

This document further supports the objectives and outcomes in the 2016 Statement of Principles and Priorities for Cross-border Collaboration between the Queensland and New South Wales governments.<sup>1</sup>

This MoU has been developed in collaboration and will improve service delivery, build capacity of the local community, and, further develop the region economically according to the shared focus outcome areas listed below.

This MoU has two objectives

- i. A commitment to working collaboratively to achieve outcomes for the betterment of both Shires (shire-wide);

and

- ii. A commitment to working collaboratively to achieve outcomes for the betterment of the town of Mungindi.

The key goals of this MoU are to avoid duplication, waste and inconsistencies in service and project delivery, and to increase social and economic outcomes.

## Focus Outcome Areas

1. coordination of shared services and infrastructure delivery;
2. regional economic development (including skilling and training and access to learning and higher education);
3. safe and efficient road and transport networks;
4. effective disaster management planning, coordination, and response; and
5. knowledge-sharing, building internal intelligence, and cross-council working groups.

# 2. Background

Both Balonne Shire Council and Moree Plains Shire Council have a history of working collaboratively on various joint projects across their Shire footprints.

## 2.1 Mungindi

Balonne Shire Council and Moree Plains Shire Council share responsibility of Mungindi, due to the unique zoning of this township.

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<sup>1</sup> <https://cabinet.qld.gov.au/documents/2017/Sep/Xbrdr/Attachments/Statement.pdf>

The town faces complex challenges created due to the situation where, the local government responsibilities are shared between two local government jurisdictions. Mungindi straddles the Barwon River, with either side of the river marking the border between Queensland and New South Wales. The township is divided in two parts under the local government areas of:

- i. Balonne Shire Council (BSC) in Queensland, north of the Barwon River;

and

- ii. Moree Plains Shire Council (MPSC) in New South Wales, south of the Barwon River.

This impractical zoning creates challenges for effective and efficient service delivery including increased bureaucracy and other inefficiencies that negatively impact everyday lives of people in this border community. In times of crises and disaster (including when the Barwon River is in flood), this zoning causes unwanted challenges to communities already striving hard to make positive change and build resilience.

Mungindi has a population of approximately 700 people and is located 122km north-west of Moree, New South Wales and 110 km southeast of St George, Queensland.

In summer, there are two time zones in the township of Mungindi due to Eastern Standard Daylight savings being adopted in New South Wales.

Refer to Appendix 1a and Appendix 1b for a map of Mungindi depicting the shared zoning and various infrastructure in each local government area.

### **Barwon River**

The Barwon River runs through the township and feeds into the Barwon-Darling River and ultimately the Murray-Darling Basin's River Murray, dividing the town between Queensland and New South Wales.

Since March 2021 alone there have been four (4) floods in the Barwon River. When the river floods the impact felt (in addition to flooded farmland and infrastructure) is the isolation where one part of the township in Queensland (where the critical hospital service is located) becomes cut off from the other side of the township in New South Wales (where the ambulance is located). Flooding causes increased administrative pressure on both Councils as well as infrastructure replacement and repair challenges.

Over the years, both Councils have developed informal collaborative working processes to effectively navigate the bureaucracy and added layers of complexity in dealing with two (2) separate sets of processes between Queensland and New South Wales jurisdictions, including but not limited to disaster response coordination and recovery with police, SES, local disaster management groups, local businesses, community and community leaders in these two (2) differing states.

### **Hospital Service**

The hospital that serves Mungindi, the Mungindi Multi-Purpose Health Service (MPHS), is part of the Darling Downs Hospital and Health Service in the planning region of Balonne. This facility is located on the Queensland side of Mungindi and falls under the South West Hospital and Health Service (SWHHS), Queensland. This facility is the only hospital service in the State of Queensland to be supported by a NSW-based Ambulance response (ie Mungindi has one ambulance service provided by

supported by a NSW-based Ambulance response (ie Mungindi has one ambulance service provided by the NSW Ambulance Service).

There is also the NSW supported Hunter New England (HNE) Local Health District service known as Mungindi Community Health in the Moree Plains Shire Council jurisdiction. This service offers community health, child and family health and Aboriginal maternal and infant health.

### **Pre-Primary Education**

There are two pre-primary education facilities catering for 3 year old children and 4 year old pre-primary children in Mungindi. Mungindi Community Preschool is located in the Balonne Shire Council local government area and the other facility is located on the grounds of Mungindi Central School in the Moree Plains Shire Council local government area. There is one (1) home daycare facility in Mungindi providing 4 daycare places only.

### **Primary Education**

There are two primary education facilities located in the Moree Plains Shire Council local government area, Mungindi Central School (Preschool to year 12 comprehensive school) and St Joseph's Primary School.

### **Higher Education Hubs**

There is a nearby Country Universities Centre (CUC) in St George in Dirranbandi in Queensland and Moree and Narrabri in New South Wales. Refer to Appendix 3 for further information.

## **2.2 Shire-wide Collaboration**

In addition to working closely on shared services and joint projects in and around Mungindi, both BSC and MPSC, will continue to work collaboratively on any additional projects that will see improved outcomes for both Shires. For example, the recent Digital Connectivity Project. Refer to Appendix 2 for examples of joint projects.

## **3. Purpose**

- 3.1 This MoU establishes the collaborative working arrangements approach between Balonne Shire Council and Moree Shire Council. It builds on the Parties existing commitment to working collaboratively for the betterment of both Shires and recognises the history of shared responsibility and the importance of a continued strong partnership.
- 3.2 This MoU sets out the framework for both Parties.
- 3.3 Both Parties seek from this MoU:
  - i. **Collaboration:** a collaborative approach to delivering agreed projects and services.
  - ii. **Cooperative partnership:** an understanding of the roles, responsibilities and obligations of the Parties.
  - iii. **Service delivery:** sharing services to strengthens community capability.

- iv. **Value for money:** the cost-effective use of resources devoted to the management and support of projects and activities.
- v. **Accountability:** integrated decision-making with clearly defined roles and responsibilities
- vi. **Efficiency:** avoid duplication and conflict between the provision of services.
- vii. **Transparency:** information sharing in relation to agreed projects and activities.

3.4 Any prior obligation, whether financial or otherwise, of either Party, shall continue in the same manner as was the case prior to this MoU.

3.5 This MoU does not constitute or create any legally binding or enforceable obligations on the part of either Party.

3.6 The Parties are expected to always act in good faith during the term of this MoU.

#### **4. Commencement and Duration**

The MoU will commence the date both Parties have signed and remain valid for a period of (insert time frame) or until either (insert alternative terms).

#### **5. Collaborative Working Arrangement Focus Area Activities**

Balonne Shire Council and Moree Plains Shire Council agree to the following activities, forming the basis of this MoU.

##### **5.1 Coordination of shared services and infrastructure delivery**

Both Balonne Shire Council and Moree Plains Shire Council agree to:

- i. Host one (1) shared services and infrastructure delivery forum per annum. With alternating locations of St George, Moree and Mungindi.
- ii. Review service delivery including general maintenance and procurement to gain efficiencies and cost savings. For example, the consideration of the best method and practice for sharing river foreshore park maintenance.

## 5.2 Regional economic development (including skilling, training and access to learning and higher education).

Both Balonne Shire Council and Moree Plains Shire Council agree to:

- i. Attendance by a representative from both Councils twice (x2) per annum at the Mungindi Progress Association meetings
- ii. Jointly apply or support each other's applications for grants to deliver economic outcomes
- iii. Collaborate to deliver higher-education outcomes by utilising shared-stakeholder partner opportunities
- iv. Work together to respond and recover from disaster events

## 5.3 Safe and efficient road and transport networks

Both Balonne Shire Council and Moree Plains Shire Council agree to:

- i. Advocate together on behalf of the region with respect to the proposed long-term program of road upgrade works from Moree to Charters Towers<sup>2</sup>, through Mungindi to provide an inland alternative to the Bruce Highway.

## 5.4 Effective disaster management planning, coordination, and response

Both Balonne Shire Council and Moree Plains Shire Council agree to:

- i. Proactively work together to inform the travelling public of road closures due to disaster events
- ii. Share and disseminate emergency information during response and recovery phases
- iii. Share resources to provide essential services to the Mungindi community as a whole
- iv. Participate in Local Disaster Management Group meetings
- v. Advocate for Cross Border Disaster Management Framework

## 5.5 Knowledge-sharing, building internal intelligence, and cross-council working groups

Both Balonne Shire Council and Moree Plains Shire Council agree to:

- i. Develop a work experience, mentoring program across the two councils
- ii. Facilitate knowledge sharing and cross council working groups
- iii. Provide shared infrastructure to service the township of Mungindi. (Refer to Appendix 4).

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<sup>2</sup> [https://investment.infrastructure.gov.au/projects/ProjectDetails.aspx?Project\\_id=113713-20QLD-NP](https://investment.infrastructure.gov.au/projects/ProjectDetails.aspx?Project_id=113713-20QLD-NP)

## **6. Roles and Responsibilities**

6.1 These roles include the obligations of the Parties under the provisions of the current legislation.

6.2 The Parties jointly agree to:

- i. Recognise supporting the betterment of Mungindi is a shared goal that strengthens community capability and outcomes;
- ii. Acknowledge the roles and responsibilities of those involved are prescribed by any relevant legislation and local council policies and procedures;
- iii. Ensure the other Party is consulted regarding matters concerning service delivery and infrastructure planning in Mungindi which may impact the other Party;
- iv. Acknowledge the Parties' shared roles and responsibilities in the provision and effective use of resources and other matters relevant to service delivery and infrastructure planning in Mungindi;

6.3 Current Operational Arrangements

- i. Water
- ii. Waste (Rubbish)

Refer to Appendix 4 for information on shared services arrangements for water and waste.

6.4 Future Operational Opportunities

- i. Parks and Gardens

## **7. Intellectual Property**

7.1 Unless expressly provided, nothing in this MoU has the effect of transferring any intellectual property owned or created by either Party, to the other Party.

## **8. Confidential Information**

8.1 The Parties agree unless expressly authorised in writing by the other Party or required by law, confidential information will not be disclosed to any third party.

8.2 The Parties understand they are bound by privacy laws applicable to them in their respective jurisdictions.



## **9. Costs**

- 9.1 The Parties agree expenses associated with the implementation of this MoU and compliance with legislative requirements remains the responsibility of each Party.
- 9.2 Should costs be incurred that are otherwise not considered by this MoU or the legislative provisions the responsibility for these costs will be subject to negotiation between the Parties.

## **10. Review and Variation**

- 10.1 The MoU may be varied by agreement between the Parties in writing.
- 10.2 It will be sufficient evidence of any agreement to vary a schedule to the MoU if the Parties execute and date a document purporting to be a substitute schedule.
- 10.3 The Parties agree to review the content of the MoU 12 months from the commencement date, and thereafter annually on the anniversary of the initial review, or at such other time as may be agreed by the Parties.

## **11. Dispute Resolution**

- 11.1 A dispute will have arisen when either Party gives notice in writing to that effect to the other.
- 11.2 In the event of a dispute arising, the Parties through their nominated representatives agree to meet at a mutually convenient time and place to discuss resolution within 7 days from the written notice.
- 11.3 If the Parties are unable to resolve a dispute, the matter will be referred to the Chief Executive or delegate of each party.

## **12. Termination**

- 12.1 Either party may, at any time, withdraw from this MoU without legal consequence by providing 30 days written notice to the other party.

## **13. Relevant Documents**

- 13.1 MoU for Mungindi Waste Collection Services during a Flood Event between BSC and MPSC – June 2022
- 13.2 MoU A Partnership for the Management and Support of the State Emergency Service between Queensland Fire and Emergency Services and Balonne Shire Council – 2018

## 14. Definitions

Word or phrase	Definition
BSC	Balonne Shire Council
MPSC	Moree Plains Shire Council
CUC	Country Universities Centre
MoU	Memorandum of Understand

## 15. Signatures

Signed by the Parties on the dates set out below:

**SIGNED for BALONNE SHIRE COUNCIL** by its duly authorised representative, in the presence of:



Signature of representative



Signature of witness



Name of representative (BLOCK LETTERS)



Name of witness (BLOCK LETTERS)

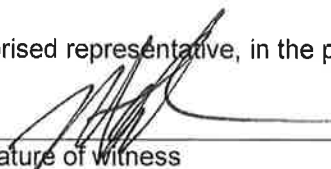


Date signed

**SIGNED for MOREE PLAINS SHIRE COUNCIL** by its duly authorised representative, in the presence of:



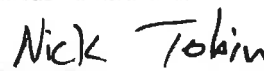
Signature of representative



Signature of witness



Name of representative (BLOCK LETTERS)

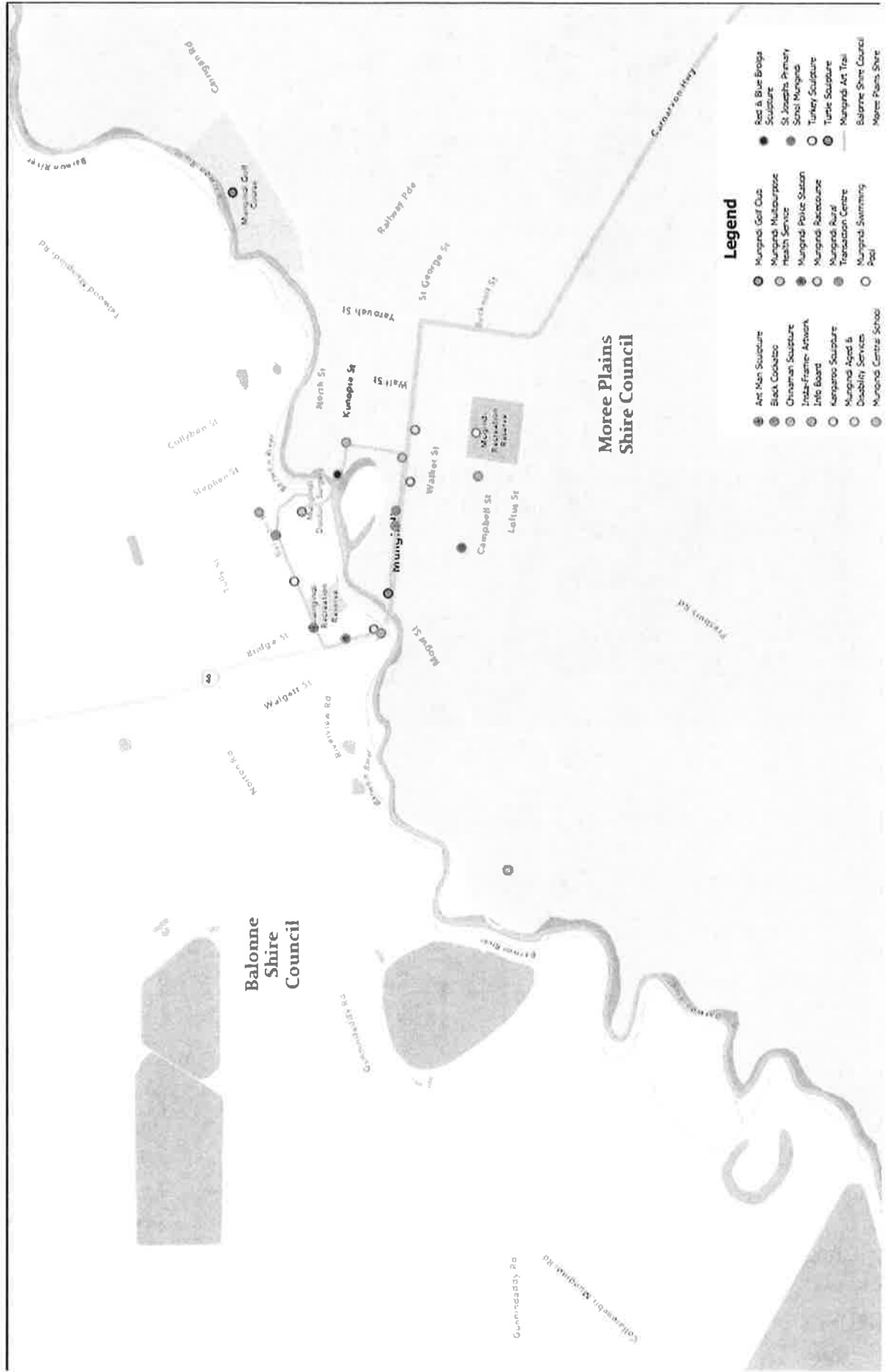


Name of witness (BLOCK LETTERS)

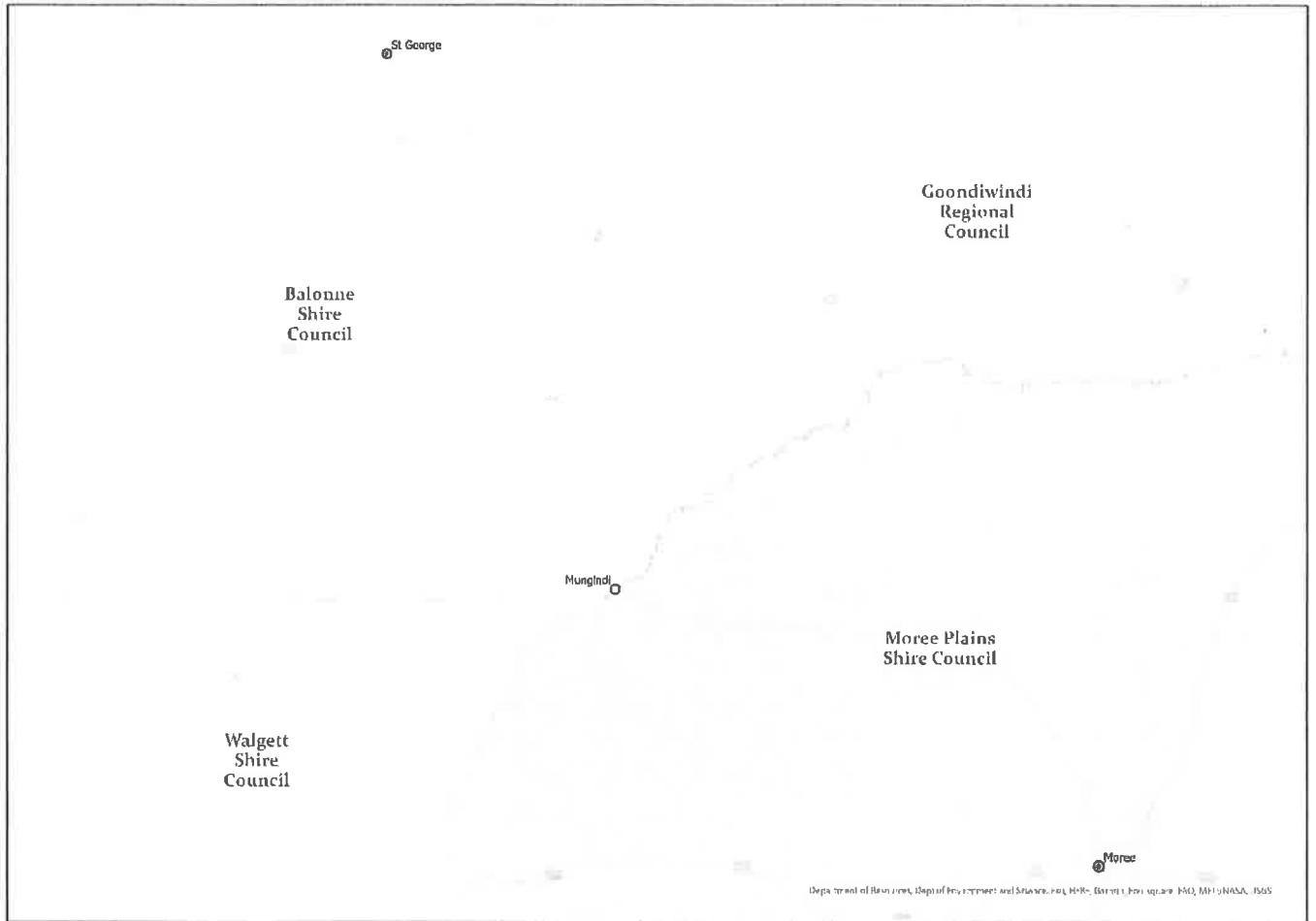


Date signed

# Appendix 1a – Map of Mungindi with shared Council boundaries



# Appendix 1b – Border Council boundaries



## **Appendix 2 – Higher Education and Vocational Education**

There is an opportunity to further explore opportunities in both higher education and vocational education out of Mungindi given there are two nearby Country Universities Centre Hubs in both Moree (MPSC) and St George and Dirranbandi (BSC).

### **Country Universities Centre South West**

CUC South West offers a tertiary education support with dedicated learning and study spaces in both locations of Narrabri and Moree in New South Wales. The study hubs have been designed for regional people by regional people. CUC students have free access to high-speed internet, modern technology, and general academic support.

<https://www.cucnorthwest.edu.au/>

### **Balonne Country Universities Centre**

CUC Balonne offers a tertiary education support with dedicated learning and study spaces in both locations of St George and Dirranbandi in Queensland. The study hubs have been designed for regional people by regional people. CUC students have free access to high-speed internet, modern technology, and general academic support. The CUC Balonne is low population pilot, also offering vocational education.

<https://www.cucbalonne.edu.au/>

## **Appendix 3 – BSC and MPSC Joint Projects**

### **Riverside Project and Tourism**

Both Council's have been actively working on joint tourism projects. Geographically, Mungindi is the connecting point for the four Shires of Balonne (St George and surrounds) and Goondiwindi Regional Council in Queensland and Moree Plains Shire Council and Walgett Shire Council in New South Wales.

Mungindi River Park project is a recent joint-council project of major upgrades to Barwon River foreshore including improvements to camping, barbecue, playground, toilet and fishing facilities. The project is part of a wider Mungindi Recreation Area Upgrade and includes footpath accessibility enhancements, seating areas, landscaping works and a river-side sculpture installation.

Moree Plains Shire Council successfully obtained a grant from Recreational Fishing and Camping Facilities Grants Program to build a boat ramp on the Barwon River at the Mungindi River Park. Whilst the funding is through NSW DPI, due to its location in Qld the project will be delivered by BSC.

The Mungindi Sculpture Walk is a 2.5km open-air art gallery that uniquely crosses the Queensland-New South Wales border in two places. The walk, featuring 10 raw and rustic sculptures by award-winning local artist, Tony 'Nicko' McMillan (who tragically died at 54 years of age), delivers a new perspective on art and nature.

This project was developed in collaboration with the Mungindi Progress Association and the Moree Plains Shire Council, the Balonne Shire Council and made possible with funding from the Murray-Darling Basin Economic Development Program.

The Mungindi Recreation Area Upgrade stages two and three is a joint initiative and proudly funded by the Queensland Government, the New South Wales Government, and Balonne Shire Council with support from Moree Plains Shire Council in infrastructure and park maintenance.

### **Digital Connectivity Project - A Partnership Approach**

With both Moree Plains Shire Council and Balonne Shire Council rolling out digital connectivity projects in their respective shires, the two councils joined forces in 2019 to develop a cross-border footprint digital connectivity project strengthening the entire network by increasing coverage and providing a safety-net backhaul for their respective systems. The backbone infrastructure in both shires involves building additional Tier 1 and Tier 2 (35m+) towers and asset re-use such as water towers and grain silos. The Councils facilitated the delivery of this project by sourcing funding and providing overall project management and oversight. Once each stage is complete, the infrastructure will be owned and operated by the appointed telecommunications carrier licence holder (network operator), Field Solutions Group. A key tower link is located in the township of Mungindi.

## **Appendix 3 – BSC and MPSC Joint Projects continued.**

### **Digital Connectivity Project(s) Timeline**

- 2015 Moree Plains Shire Council (MPSC) undertook a telemetry project for water and sewer assets
- 2017 MPSC conducted a joint trial of wireless internet technologies and entered into a shared infrastructure arrangement including optic fibre and antenna sites
- 2018 Balonne Shire Council (BSC) developed the Our Plan, Our Future Digital Connectivity Strategy
- 2019 Stage 1 BSC Digital Connectivity Project \$2.2 million project total commences  
Digital connectivity footprint is increased between Mungindi from Moree using key Council infrastructure  
Cross-border Redundancy and Backhaul and Strategic links-POPs planning
- 2020 BSC Stage 3-4 Balonne Digital Connectivity Project commences
- 2021 Cross-border Project commences

Both Councils continue to collaborate to plan and improve digital connectivity, including enabling end-users to realise the benefits of improved digital connectivity.

## **Appendix 4 – Shared Operational Arrangements**

Fees for services provided from one party to the other will be charged as per the agreement made for the particular service. Both Parties will actively seek to enter into mutually beneficial service agreements

### **Water**

The town water treatment plant for Mungindi is located in the Moree Plains Shire Council local government area and Moree Plains Shire Council supplies water to the Queensland side of Mungindi.

Cross-training of the Moree Plains Shire Council water treatment plant operations will be provided for Balonne Shire Council staff.

In August 2022, the grant application by Balonne Shire Council to construct an artesian bore was successful. This project will improve the supply of water for the Mungindi Queensland community. Currently the township of Mungindi draws its water supply from the Moree Plains Shire Reservoir. This newly constructed artesian bore will supply the Mungindi Queensland locale, ensuring quality water supply and adequate water pressure on both sides of the border. This project intends improve water security and supply on both sides of the boarder. The region is frequently subject to water restrictions.

### **Waste Collection Service During a Flood Event**

In the event of a flood, which impacts the road access to the township of Mungindi whereby the weekly waste collection service (by Cleanaway) is unable to be rendered by Moree Plains Shire Council, the collection of general waste from Mungindi township be undertaken by the Balonne Shire Council's Waste Collection contractor, pending available access to the township of Mungindi from the Balonne Shire.

To action this emergency response, Moree Plains Shire Council will request Balonne Shire Council to engage their own collection contractor to complete the collection of waste services

Waste to be collected and disposed by the collection contractor and at a lawful site in the Balonne Shire.

Fees associated for collection and disposal to be charged to Moree Plains Shire Council. Fees to be calculated based on service fees at time of service engagement.



## **Appendix 4 – Shared Operational Arrangements continued.**

### **Other Waste Collection**

As there is no landfill on the Queensland side of Mungindi, Moree Plains Shire Council will collect waste on the Balonne Shire Council side of Mungindi:

- 1) on a weekly basis; and
- 2) twice per annum for the Bulky Waste Collection service.  
(3 cubic meters of waste per household of large items including general household waste, green waste, metals, whitegoods and e-waste).

Fees associated for collection and disposal to be charged to Balonne Shire Council.

### **Mosquito Management in a Flood Event**

Post a flooding event, Balonne Shire Council, under a request from Moree Plains Shire Council, Balonne Shire Council will undertake a vector spray programme to target mosquitoes (as required and specifically when related to excessive mosquitoes due to a flood event).

Fees associated for mosquito vector spraying will be charged to Moree Plains Shire Council.

### **Disaster Response**

If either party needs assistance during a flood/disaster event, the other party agrees to assist within their capacity.

Examples of the types of assistance both Councils agree to provide during a flood/disaster event include (but not limited to):

- Levy bank monitoring
- Water testing
- Waste Collection (as per page 15)
- Mosquito Management (as per page 15)
- Support for water treatment plant operations
- Restocking and supply coordination assistance (eg water, meat and basic groceries as required in time of disaster)
- Health and medical services coordination assistance (including communications with Hunter New England Health Service in MPSC)
- Participation in each Council's Disaster Management Group (eg Balonne LDMG and EMO)
- Advocacy for changes to recovery assistance policy and grant frameworks. For example in a recent flood event only one part of Mungindi (Balonne Shire Council jurisdiction) was able to get recovery assistance which has nonsensical implications on the ground where the town itself is not divided by an invisible line. There is great need for better understanding and policy changes between all decision makers and levels of government in times of disaster.