

IMAP Implementation Committee
Progress Report
IMAP Communications and Governance

Purpose

1. To advise the IMAP Implementation Committee of the progress of IMAP Communications and Governance during the last 3 month period.

Governance

2. The Maribyrnong City Council passed its resolutions on 18 June 2013 to establish their IMAP Special Committee from 1 July 2013. The four IMAP partner councils subsequently confirmed their renewal of delegations and the terms of reference in late June.
3. The IMAP meeting timetable for 2014 has been prepared for approval – **refer Attachment 3a**
4. The Operational Protocol and IMAP Procurement Policy and Memorandum of Understanding have been updated to include Maribyrnong and are attached for approval. – **refer Attachments 3b and 3c.**
5. The IMAP logo has been updated to include Maribyrnong City Council. The logo has been designed in 2 formats for the Committee's approval. **Refer Attachment 3e (Report to follow).**
6. The IMAP draft Annual Report 2012-13 and Summary has been prepared for approval – **refer item 8/ Attachment 5 on the Agenda.**
7. The IMAP Communications Plan and Media Protocol also requires amendment and will come forward for approval in November following consultation with communications/media staff at the IMAP councils.

Communications

8. During the last 3 months the following activities have involved the Executive Officer and others in IMAP communications:
 - **Action 2.2 Melbourne Visitor Signage Project:** The Executive Officer met with consultant David Nash in June to review progress on the work being undertaken at the Yarra, Stonnington, Port Phillip and Maribyrnong Councils to review signage clutter, terminology and visitor attractions. A meeting with all the Council staff representatives was subsequently held in August to confirm the level of agreement on signage principles and policies across the 5 councils. This feedback will now be considered by the Melbourne Visitor Signage and Wayfinding Coordinating Committee at their next meeting on 28 August. The Executive Officer has also written to the Bicycle Wayfinding Working Group – based at Knox City Council – to advise them of the work of the IMAP Councils and to ensure communication occurs between the 2 groups.
 - **Action 5.2 Affordable Housing – Community Land Trust (CLT) Manual –** IMAP hosted a visit by Dr Louise Crabtree, University of Western Sydney and Professor Peter Phibbs, University of Sydney – principal authors of the Manual - on 31 May 2012. Their presentations to the IMAP Councils and to DHS/DPCD staff on the CLT Manual were reasonably well attended and assisted in publicising the new Manual. Copies of the Manual were provided to the State Government organisers.
 - **Action 7.2 Support Creative Businesses:** the Executive Officer and Student Intern attended meetings in June/July with staff at the City of Melbourne to complete the consultation required to prepare the inventory of current programs being carried out by Councils for this sector. The report was finalised in early August and sent out to all those who participated in the survey. A meeting has been arranged at the City of Port Phillip on 8 September to determine the project brief.
 - **Action 9.4 The Growing Green Guide:** the Executive Officer attended the three Steering Group meetings held during the period. In addition, the Project Officer attended consultation

meetings in August at three Councils to review the draft policies paper, receiving good feedback and discussion from staff on future policy directions. Two meetings were also held in July/August at the City of Stonnington for feedback on the conceptual designs for the green roof on the Elizabeth Street Carpark in South Yarra, one of the four sites shortlisted for consideration.

- **Other:** the Executive Officer also attended the following events:
 - the City of Stonnington Integrated Transport Plan Workshop in June
 - the DTPLI stakeholder consultation workshop on the Melbourne Bicycle Share Scheme review in June
 - the DTPLI stakeholder workshop on the Lower Yarra Context Framework held in July
 - a presentation from consultants who developed the Legible London signage in July.
 - The ARC Linkage and ITRP Reception networking event at the University of Melbourne in July
 - A meeting with the Victorian Competition and Efficiency Commission regarding VCGLR operational processes for determination of licence conditions for higher risk liquor licence premises, held in August.
 - Provided a presentation on IMAP to the City Works team, City of Stonnington in August.

Recommendation

9. That the IMAP Implementation Committee resolves to:
 - a. **note** the Communications and Governance Briefing Paper
 - b. **approve** the 2014 meeting timetable for the IMAP Implementation Committee
 - c. **approve** the update to the IMAP Operational Protocol to include the Maribyrnong City Council
 - d. **approve** the update to the IMAP Implementation Committee's Memorandum of Understanding and Procurement Policy to include the Maribyrnong City Council; and authorise the Chief Executive Officers to sign the agreement on behalf of the Councils
 - e. **approve** the updated IMAP logos

IMAP - Meeting Schedule 2013 - 2014

IMAP Implementation Committee Meetings (Quarterly)

2013		
Meeting 32 Date / Time Host Chair	Friday 29th November 2013 (8.00am) City of Stonnington Mayor	Council Chamber Malvern Town Hall Cnr High St & Glenferrie Road
2014		
Meeting 33 Date / Time Host Chair	Friday 28th February 2014 (8.00am) Maribyrnong City Council Mayor	Council Chamber Level 1 Maribyrnong Council offices Cnr Hyde & Napier Streets, Footscray
Meeting 34 Date / Time Host Chair	Friday 30th May 2014 (8.00am) City of Port Phillip Mayor	Council Chamber St Kilda Town Hall Carlisle Street
Meeting 35 Date / Time Host Chair	Friday 29th August 2014 (8.00am) City of Yarra Mayor	Meeting Room 1 Richmond Town Hall Bridge Road
Meeting 36 Date / Time Host Chair	Friday 28th November 2014 (8.00am) City of Melbourne Chair Future Melbourne [Planning] Committee	Council Meeting Room, Level 2, Town Hall Admin Building Swanston Street
2015		
Meeting 37 Date / Time Host Chair	Friday 27th February 2014 (8.00am) City of Stonnington Mayor	Council Chamber Malvern Town Hall Cnr High St & Glenferrie Road

Operational Protocol
of the
Inner Melbourne Action Plan
Implementation Committee

Amended 30 August 2013

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1. Background / Context

- 1.1 Generally, the purpose of the Inner Melbourne Action Plan Implementation Committee ('Committee') will be to oversee the implementation of regionally based actions identified in the Inner Melbourne Action Plan (IMAP) January 2006, as adopted by member Councils in December 2005.
- 1.2 The Cities of Melbourne, Port Phillip, Stonnington and Yarra, in association with VicUrban, developed an action plan to strengthen the liveability, attraction and prosperity of inner Melbourne.
- 1.3 The Maribyrnong City Council became a member of the Committee from 1 July 2013. The Inner Melbourne Action Plan will be reviewed in response to the State Government's Metropolitan Planning Strategy and to change the IMAP boundary to include the 5 Councils.
- 1.4 The IMAP project scope is to provide for the development of regional actions to deliver agreed regional outcomes. The broad outcome is to ensure the liveability of the inner region and the sustainable development of Melbourne into the future.
- 1.5 Implementing IMAP will involve ongoing regional collaboration, commitment through capital works and infrastructure programs, changes to municipal planning scheme policies and controls and partnerships with State Government, agencies and others.
- 1.6 This protocol has been adopted by the Committee to provide the basis for the working relationships between the member Councils in respect to matters within the Committee's Terms of Reference and for the resolution of any issues that arise between member Councils in respect to IMAP.

2. Scope of protocols

- 2.1 The scope of the Operational Protocols is as follows:
 - a. Meeting Procedures – general
 - b. Committee member behaviour
 - c. Conflict of interest procedures
 - d. Definition of the role, relationships and operational processes of the Leadership Forums
 - e. Definition of the role, relationships and operational processes associated with the IMAP Executive Officer
 - f. Definition of the role, relationships and operational processes associated with the Technical Working Group.
 - g. Processes for co-opting associate partners to the Committee.
 - h. Definition of the role and relationships of associate partner representatives
 - i. Voting arrangements
 - j. Procedures for conflict resolution (conflict in views)

- k. Joint statements.
- l. Processes for review of Governance arrangements
- m. Effective date of the Operational Protocol

3. Meeting Procedures – general

3.1 Public Notice

- a. Times and places of meetings are to be determined by the Committee
- b. Meetings must be open to the public except for confidential matters.
- c. The Committee must give reasonable notice to the public of its meetings including dates, starting times and places of the meeting, and order of business on the agenda.

3.2 Order of Business

- a. An 'Order of business' will be provided on a formal agenda to be provided prior to each meeting.

3.3 Notice of Agenda Papers

- a. Reasonable notice of Agenda papers shall be given and distributed to the Committee members and Associate Committee Members (generally three working days).
- b. Agenda papers shall not, in the first instance, be provided in electronic format, with the exception of late agenda items that may be provided electronically. (Full Agenda papers can be provided electronically by request.)

3.4 'Out of Committee' decision making

- a. Agenda items may be electronically distributed and responses received between Committee meetings.
- b. Where consensus is not reached regarding an item distributed electronically, the agenda item will be formally listed for discussion and the issue addressed at the next meeting.
- c. Any decision made on these agenda items must be ratified at the next meeting via the normal voting processes.

3.5 Recording of minutes and adoption of minutes of the last meeting

- a. Minutes of each meeting will be formally recorded.
- b. Minutes of the previous meeting must be confirmed at the subsequent meeting of the Committee.
- c. The minutes of the previous meeting are considered certified once they have been confirmed by the Committee.
- d. The Minutes will be made available for public inspection at each IMAP Council.

- 3.6 Confidential matters
- a. Meetings may be closed to discuss confidential matters.
 - b. A resolution to close & reopen a meeting and the reason must be taken and recorded in the minutes
 - c. Members of Committee must not release confidential information to the public.
- 3.7 Declaration of interests
- a. Members of the Committee are required to declare at a meeting any interests or conflict of interests.
 - b. Where Committee members have already completed a Register of Interest for their respective councils this is considered satisfactory unless new interests arise.
 - c. Each Council will exempt all non-Council members of their Special Committee from having to complete a Register of Interest as per the requirements of the Local Government Act.
- 3.8 Requesting and receiving information
- a. Requests for information by the Committee shall be made through the IMAP Executive Officer unless otherwise agreed by the Committee.
 - b. Information to be received by the Committee shall be made through the IMAP Executive Officer unless otherwise agreed by the Committee.
 - c. Committee members may receive information via email and electronic transfer, except for agenda papers, which shall be provided in hard copy. (Refer section 3.3 b. above)
- 3.9 Presentations requested by the Committee
- a. Presentations by guests may be made at the request of the Committee.
 - b. Requests for presentations shall be made through the IMAP Executive Officer unless otherwise agreed by the Committee.
- 3.10 Calling of special meetings
- a. Special meetings may be called by any of the five IMAP Councils.
 - b. The elected representatives of a majority of three IMAP Councils must consent in writing for a special meeting to be called.
 - c. Reasonable public notice of any special meeting must be given of any special meeting called.
- 3.11 Committee Vacancy
- a. The provisions of Section 69 of the Local Government Act 1989 are applicable.

4. Committee member behaviour

- 4.1 The Committee affirms the following principles of behaviour:

- a. Each Committee member is aware of their responsibility to comply with the rules of conduct specified in Section 76B of the Local Government Act 1989 that require that Committee members must:
 - Act honestly;
 - Exercise reasonable care and diligence;
 - Not make improper use of their position to gain, or attempt to gain, directly or indirectly, an advantage for themselves or for any other person, or to cause, or attempt to cause, damage to the Committee;
 - Not make improper use of information acquired because of their position to gain, or attempt to gain, directly or indirectly, an advantage for themselves or for any other person, or to cause, or attempt to cause, damage to the Committee.
- b. Committee members will treat all people with courtesy and respect, recognising that there will be robust debate and legitimate differences in opinions, race, culture, religion, language, gender and abilities. Robust political debate is part of the Committee environment and is encouraged.
- c. Committee members will always act with integrity and honesty.
- d. Committee members recognise that they hold a position of trust and will not misuse or derive undue benefit from their positions.
- e. Committee members will exercise appropriate prudence in the use of public resources and information.
- f. Committee members will treat with appropriate caution Committee information by recognising the requirements of the Information Privacy Act 2000 regarding the access, use and release of personal information.

5. Conflict of Interest Procedures

- 5.1 Committee members will comply with all the provisions of the Act in regard to Interests and Conflicts of Interest as per the provisions of the Local Government Act 1989.

6. Leadership Forums

The following Leadership Forums have been established:

- 6.1 Annual Forum (previously referred to as Elected Representatives Forum)

- a. Role

The role of the Annual Forum is to:

- Advise on annual priorities
- Liaise with State Government senior executives and Ministers
- Receive the Annual Report and progress reports

- b. Relationships

To undertake these roles, the forum will interact with the:

- Inner Councils
- The Minister for Planning and other Minister's as required
- State Government and Agencies
- The Executive Forum
- The IMAP Implementation Committee
- The Technical Working Groups

c. Operational Process

- The Annual Forum will meet annually, or as necessary, and provide advice to the Committee.
- The Chairperson and Deputy Chairperson shall be appointed from the councillor representatives of the Forum on a rotational basis for each meeting

6.2 Executive Forum (previously referred to as CEO/Senior Management Forum)

a. Role

The role of the Executive Forum is to:

- Determine the annual priorities program
- Drive regional priorities
- Provide opportunities for State Government liaison.
- Look for partnerships with regional stakeholders
- Identify synergies and opportunities arising from State Government and individual Council initiatives recognising that implementation will be opportunistic not sequential.
- Receive Annual Report and progress reports.

b. Relationships

To undertake these roles, the Executive Forum will interact with:

- The IMAP Councils
- The Minister for Planning and other Ministers as required
- State Government and Agencies
- The Annual Forum
- The IMAP Implementation Committee
- The Technical Working Groups

c. Operational Process

- The Executive Forum will meet every six months, or as necessary.
- The Chairperson and Deputy Chairperson shall be appointed from the executive officer representatives of the Forum on a rotational basis for each meeting.
- The forum will report as necessary to the Committee.

7. IMAP Executive Officer

7.1 Role

The role of the IMAP Executive Officer is to:

- a. provide executive support to the Committee and the IMAP Leadership Forums. The Executive Officer has a high level of autonomy within agreed parameters and guidance of the Executive Director of the IMAP Executive Officer's host Council.
- b. work across the five IMAP Implementation Committee Councils effectively to achieve the actions outlined in the approved IMAP Implementation Plan.
- c. to coordinate and promote the implementation of the Inner Melbourne Action Plan.
- d. where practicable, strive to minimise the administrative burden on this position by utilizing the administrative resources of the Committee member Councils.

7.2 Accountability

The IMAP Executive Officer is accountable for:

- a. The coordination of the delivery of the actions outlined in the approved IMAP Implementation Plan.
- b. The co-ordination of papers and actions arising from the IMAP Implementation Committee (as directed by the Chair) including the preparation and co-ordination of papers for consideration and approval.
- c. the co-ordination and facilitation of major projects under the IMAP banner.
- d. effective leadership of project teams and meeting of deadlines.
- e. the professional advice provided and anticipation and forecasting of actions required to advance the achievement of project objectives.
- f. the preparation and presentation of briefings, progress reports and other items at the IMAP Implementation Committee.
- g. delivering agreed workplans on time.
- h. providing clear, professional and timely advice.
- i. accuracy, professionalism and analysis in officer reports.

- j. co-ordination of and assistance in the delivery of items at the meetings of the IMAP Implementation Committee (as required).
- k. reporting on project milestones.

7.3 Authority

The IMAP Executive Officer has the authority to:

- a. Work across the five Committee Councils, State Government, agencies and other partner organisations to achieve the actions in the approved IMAP Implementation Plan.
- b. Liaise with government authorities to progress the planning objectives of the Committee and IMAP outcomes.
- c. Prepare correspondence for the Chair.
- d. Sign letters, act on behalf of, and represent the Committee where directed by the Committee.
- e. Prepare agendas and minutes, write reports, provide status updates, and provide recommendations to the Committee.
- f. Act as the key nominated person on major projects as specified.
- g. Represent the Committee with stakeholders, community and interested parties to advance IMAP objectives and outcomes.
- h. Act as a co-ordinating point and report to the Committee on other projects under the IMAP banner.
- i. Instruct and supervise consultants undertaking work on the IMAP projects.
- j. Coordinate the level of work required to achieve outcomes.
- k. Instruct consultants to achieve agreed planning outcomes.
- l. Prepare budget reports for consideration by the Committee on a quarterly and annual basis.
- m. Engage consultants up to a value of \$25,000.
- n. Where expenditure exceeds \$25,000, the Executive Officer's host Council executive will authorise expenditure.

7.4 Managing and addressing poor performance

- a. Should Committee members wish to point out any matters regarding the IMAP Executive Officer, contact shall be made through the relevant Committee CEO/executive officer from the Executive Officer's host Council.
- b. Should a Committee member consider that the IMAP Executive Officer has acted inappropriately or unprofessionally the matter will be addressed in the first instance to the relevant Committee CEO/executive from the IMAP Executive Officer's host Council.

8. IMAP Coordinator (or “Champion”)

- 8.1 The IMAP Coordinator, appointed by individual IMAP councils shall provide support to the IMAP Executive Officer by undertaking the following actions:
- a. Acting as the initial contact to their respective Councils and providing information about and introduction to relevant officers within their respective Councils.
 - b. Attending IMAP Implementation Committee meetings as necessary, but particularly those where the IMAP Implementation Committee meeting is being hosted at their Council offices.
 - c. Acting as project managers or working group members for IMAP action projects where their respective skills and work program would make this appropriate.
 - d. Providing feedback to the IMAP Executive Officer regarding IMAP action implementation reports as appropriate e.g. six monthly progress report and annual report.

9. Associate Partners to the Committee

- 9.1 In the first instance, representatives from each of the following associate partners will be invited to attend the meetings of the Committee:
- a. Department of Transport , Planning and Local Infrastructure (2 reps)
 - b. Department of State Development, Business and Innovation (1 rep)
 - c. Department of Environment and Primary Industries (1 rep)
 - d. VicRoads (1 representative)
- 9.2 Where other associate partners are essential to a nominated IMAP project, an invitation shall be provided to the appropriate associate partner executive inviting a nominee to attend the Committee.
- 9.3 Partner organisations have been determined in consultation with each nominated partner organisation as part of the implementation of each action and may include:
- participation through Officer involvement and information
 - project specific funding (where appropriate)
 - engagement on priorities for future expenditures (where appropriate).
- 9.4 Associate partner representatives will not be members of the Committee or entitled to vote, but can participate in any discussion.
- 9.5 Associate partners may change from time to time.

10. Committee Structure

- 10.1 The representatives for each Council are:
- a. The Mayor or other elected representatives of the Cities of Stonnington, Yarra, Port Phillip and the Maribyrnong City Council, and Chair of the

Melbourne City Council's Planning Committee or nominated representative acting as Chair of the Melbourne's City Council's Planning Committee.

- b. The CEO, or other approved representative acting as CEO, of the Cities of Stonnington, Yarra, Port Phillip and the Maribyrnong City Council, and the Director City Planning and Infrastructure of the Melbourne City Council or nominated representative, acting as the Director City Planning and Infrastructure of the Melbourne City Council.

11. Voting arrangements

- 11.1 The voting arrangements as specified in the five Terms of Reference shall apply for determining resolutions of the IMAP Implementation Committee, being:

- two (2) votes for the Cities of Stonnington, Melbourne, Yarra, Port Phillip and the Maribyrnong City Council.

This includes the following voting protocol:

- a. Total unanimous vote will be seven (7) Committee members.
 - b. The majority vote will be five (5) Committee members, of which the support of three (3) must be elected representatives, is required to pass a motion.
 - c. A quorum will consist of six (6) members, three (3) of which must be elected representatives.
- 11.2 'Moving' or 'seconding' a motion may be undertaken by the Mayor, or an elected representative acting in the position as Mayor, of the Cities of Stonnington, Yarra, Port Phillip and the Maribyrnong City Council, or the Chair of the Melbourne City Council's Planning Committee or nominated representative acting as Chair of the Melbourne City Council's Planning Committee, or the CEO, or an approved representative acting in the position of CEO, of the Cities of Stonnington, Yarra, Port Phillip and the Maribyrnong City Council, or the Director City Planning and Infrastructure of the Melbourne City Council or an approved representative acting in the position of Director City Planning and Infrastructure.
 - 11.3 Any member Council of the IMAP Implementation Committee may amend its voting representation in a motion placed before the IMAP Implementation Committee.
 - 11.4 That any other non-approved representative can attend as an observer, on behalf of a Committee Member, but will not be granted voting rights.

12. Procedures for conflict resolution (conflict in views)

- 12.1 The guiding principle of this dispute resolution protocol is that every Committee member has the right to be heard.
- 12.2 Any grievance that cannot be resolved by the parties is to be brought before the Committee.
- 12.3 If the grievance cannot be resolved, and on agreement of the Committee, the Committee will engage an independent mediator.

13. Joint Statements

- 13.1 To enable a collaborative approach to new initiatives that may be rolled-out by the State Government or other organisations from time-to-time, the IMAP Member Councils may from time-to-time release 'Joint Statements' to media or via other public releases.
- 13.2 Any such 'Joint Statements' shall be co-ordinated through the IMAP Executive Officer and be agreed by the appropriate media officers of each IMAP Council.
- 13.3 Individual IMAP member Councils shall be able to add distinct content to an agreed 'Joint Statement', where an action has particular local relevance, provided the distinct content does not contradict the intent of the agreed 'Joint Statement'.

14. Process for review of Governance arrangements

- 14.1 The Committee will consider a review of the Operational Protocol arrangements on an annual basis, or as determined necessary by the Committee.

15. Effective Date / Administration

- 15.1 These Amended Operational Protocols shall become effective as of 30 August 2013.

Inner Melbourne Action Plan

Procurement Policy for Goods or Services

1. Background

The Inner Melbourne Action Plan (IMAP) provides for 57 collaborative projects between the IMAP partner municipalities (City of Stonnington, City of Yarra, City of Port Phillip, City of Melbourne and the Maribyrnong City Council). The projects may include knowledge sharing, strategy development and/or infrastructure provision.

Under IMAP, each council's budget is to reflect the necessary resources to deliver on commitments agreed in the Action Plan.

From time to time, procurement of goods and services will be required to be resourced by the five IMAP councils (and IMAP partner organisations) acting collaboratively, for example, where external consultancy services are required to further IMAP actions.

The IMAP 'Procurement Policy for Goods and Services' defines procurement processes between the IMAP councils.

2. IMAP Procurement policy

This policy shall be read in conjunction with the IMAP Memorandum of Understanding for procurement of goods or services. The Memorandum of Understanding is the primary document to be considered for the process of procurement of goods or services in relation to IMAP actions. The Memorandum of Understanding forms Schedule 1 to this policy.

2.1 Lead council

The Implementation Committee will designate one of the parties as the lead council. The lead council will co-ordinate a specific IMAP action working group. Any council representative member of the working group may nominate to undertake to procure goods or services on behalf of IMAP in accordance with the Memorandum of Understanding. Procurement of goods or services should not be limited to the lead council.

2.2 Major acquisition of goods or services

Under the *Local Government Act 1989*, the procurement of goods or services equal to or exceeding \$100,000 inclusive of GST requires a public tender. All IMAP councils are required to comply with the Local Government Act 1989. The lead council will undertake a tender process in compliance with the Act and collaborate with partner councils to determine a successful tenderer.

2.3 Minor acquisition of goods or services

Where procurement of goods or services is valued under \$100,000 inclusive of GST is sought, the procurement policies of the lead council should be applied.

Where three written quotations are required, it should be in response to a written project brief. Once three quotations are received, the lead council will convene a panel, consisting of a nominated representative of each council and partner agency (if appropriate), to agree to the supplier.

Note: Where it is council policy that three written quotes are required, if there are insufficient professional practitioners in a subject area, less than three written quotations will be sufficient, provided a letter is included in the file from the relevant Director explaining that there is a sole supplier (or two) of the goods or services.

Where three written quotations are **not required**, the lead council shall consult with the other IMAP councils and partner agency (if appropriate) as to what information it provides to potential suppliers and which potential suppliers of such goods or services will be approached to submit a written quotation.

2.4 Contracts with agreed provider

The form of the contract entered into by the lead council with the tenderer or supplier should be chosen by the lead council in accordance with their procurement policies, but generally should be:

- (a) consistent with the 'Service General Conditions – Long Form' attached as the Schedule to the IMAP Memorandum of Understanding for procurement of goods or services; or
- (b) as agreed by IMAP councils from time to time.

3. Memorandum of Understanding

3.1 Memorandum of Understanding

The Memorandum of Understanding has been entered into by the IMAP councils to clearly define procurement processes and ensure that procurement is undertaken in a prudent and practical manner, mindful of each councils' particular procurement policies.

The IMAP Memorandum of Understanding for procurement of goods or services is the primary document to be considered for the process of procurement of goods or services in relation to IMAP actions.

The Memorandum of Understanding forms Schedule 1 to this policy.

Schedule 1

Date: / /2013

INNER MELBOURNE ACTION PLAN

MEMORANDUM OF UNDERSTANDING BETWEEN

MELBOURNE CITY COUNCIL

and

PORT PHILLIP CITY COUNCIL

and

STONNINGTON CITY COUNCIL

and

YARRA CITY COUNCIL

and

MARIBYRNONG CITY COUNCIL

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Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING MADE ON 31 AUGUST 2013

BETWEEN

MELBOURNE CITY COUNCIL

having its Municipal Office at 90-120 Swanston Street, Melbourne, Victoria

(Melbourne)

AND

PORT PHILLIP CITY COUNCIL

having its Municipal Office at the corner of Carlisle Street and Brighton Road, St Kilda, Victoria

(Port Phillip)

AND

STONNINGTON CITY COUNCIL

having its Municipal Office at the corner of High Street and Glenferrie Road, Malvern, Victoria

(Stonnington)

AND

YARRA CITY COUNCIL

having its Municipal Office at 333 Bridge Road, Richmond, Victoria

(Yarra)

AND

MARIBYRNONG CITY COUNCIL

Having its Municipal Office at corner of Hyde Street and Napier Street, Footscray, Victoria

(Maribyrnong)

RECITALS

- A. Melbourne, Port Phillip, Stonnington, Yarra and Maribyrnong (**the parties**) are committed to the implementation of the Inner Melbourne Action Plan (**IMAP**).
- B. To implement IMAP, the parties will, from time to time, need to procure various goods and services.
- C. In cases where the cost of acquiring such goods or services is likely to be less than \$100,000 inclusive of GST, one of the parties will be chosen to enter into the contract with the supplier.
- D. Subject to the terms of this agreement, the party which is chosen to enter into the contract with the supplier is entitled to be indemnified against any liability incurred to the supplier.
- E. This Memorandum of Understanding records the terms on which the parties have agreed to procure goods and services in connection with IMAP, and document the procurement protocols agreed to by the parties.

THE PARTIES AGREE:

1. DEFINITIONS

In this Memorandum of Understanding, unless expressed or implied to the contrary:

Act means the *Local Government Act* 1989.

Dispute has the meaning set out in clause 8.1.

IMAP means the Inner Melbourne Action Plan dated January 2006, adopted by the parties in December 2005. (Adopted by the Maribyrnong City Council in June 2013)

Implementation Committee means the Inner Melbourne Action Plan Implementation Committee referred to in clause 4.

lead council means a council designated as such in accordance with clauses 5.1 and 6.1.

2. TERM

This Memorandum of Understanding commences on the day on which it is executed and concludes on 30 August 2018.

3. CONTRACTUAL EFFECT

The parties acknowledge that, in entering into this Memorandum of Understanding, they intend to enter into legal relations with one another, and that this Memorandum of Understanding will have effect as a contract.

4. INNER MELBOURNE ACTION PLAN IMPLEMENTATION COMMITTEE

4.1 IMAP Implementation Committee

The parties:

- 4.1.1 acknowledge that they have each set up identical special committees in accordance with section 86 of the Act, to provide a coordinated decision-making process to facilitate the implementation of IMAP;
- 4.1.2 acknowledge that any of them may terminate its special committee at any time;
- 4.1.3 agree that where no more than one party terminates its special committee, it is the intention that the Implementation Committee will continue to operate, subject to modification of its Terms of Reference to reflect the altered membership structure;
- 4.1.4 agree that the Implementation Committee:
 - 4.1.4.1 has the powers, duties and functions directly relating or ancillary to the following primary responsibilities:
 - develop and prioritise a rolling Three Year Implementation Program of IMAP (January 2006) actions

(and any subsequent reviews), to be updated and approved annually;

- oversee implementation of IMAP in accordance with the agreed Three Year Implementation Program;
- make recommendations to member councils on budget allocations (refer Terms of Reference) to effect the implementation of IMAP actions;
- progress individual initiatives in accordance with the annualised 3 year Implementation Program;
- review and recommend adjustments to the Three Year Implementation Program as required;
- monitor and report annually to member councils on the progress of the implementation of IMAP actions; and
- perform all other functions that are set out in the Terms of Reference that are not otherwise listed above; and

4.1.4.2 the Implementation Committee may:

- refer to Action Working Groups tasks in respect of the implementation of IMAP, including procurement of goods and services as are agreed to by the parties from time to time and in accordance with delegated powers and the budget of each party; and
- appoint such number of representatives to Action Working Groups as the parties agree to from time to time.

4.2 Procurement Protocols

If the Implementation Committee resolves to procure goods or services in connection with IMAP, and the amount of such goods or services is budgeted for by each party then:

- 4.2.1 the parties agree to comply with the procedures set out in clause 5 in the event of the cost of the goods or services is equal to or exceeds \$100,000 inclusive of GST; and
- 4.2.2 the parties agree to comply with the procedures set out in clause 6 in the event of the cost of the goods or services is less than \$100,000 inclusive of GST.

5. MAJOR ACQUISITION OF GOODS OR SERVICES

The parties agree that if the Implementation Committee resolves to acquire goods or services in connection with IMAP and the cost of such goods or services is equal to or exceeds \$100,000 inclusive of GST then:

- 5.1 the Implementation Committee will designate one of the parties as the lead council;

- 5.2 the lead council will consult with all other parties as to the form and timing of the tender process which it will conduct in accordance with section 186 of the Act; and
- 5.3 the lead council will, to the extent to which it is practicable to do so, coordinate the tender process which it conducts in accordance with section 186 of the Act so as to result in:
 - 5.3.1 a tender evaluation panel representative of all of the parties; and
 - 5.3.2 common recommendations as to whether any (and if so, which) tender or tenders should be accepted.

6. MINOR ACQUISITION OF GOODS AND SERVICES

If the Implementation Committee resolves to procure goods or services in connection with IMAP and the cost of such goods or services is less than \$100,000 inclusive of GST then:

- 6.1 the Implementation Committee will designate one of the parties as the lead council;
- 6.2 the lead council will consult with all other parties as to:
 - 6.2.1 what information it provides to potential suppliers of those goods or services; and
 - 6.2.2 which potential suppliers of such goods or services will be approached to submit a written quotation;
- 6.3 the lead council will, where required by its own goods and services procurement protocols, obtain three written quotations from potential suppliers of such goods or services, and
- 6.4 the lead council will report to the other parties on the written quotations it has received, and convene a meeting of representatives of all parties to decide whether any (and, if so, which) written quotation should be accepted.

7. LEAD COUNCIL RIGHTS AND OBLIGATIONS

7.1 Lead Council to Contract for Major Acquisitions

If, following the tender process described in clause 5, all the parties accept recommendations or otherwise decide to accept the same tender or tenders the lead council must, in accordance with section 186(5)(b) of the Act, enter into a contract or contracts with the person (or persons) who submitted the tender or tenders.

7.1A The parties acknowledge and agree that where the entering into of a contract involves the incurring of expenditure beyond the approved budget of the lead council, entry into such contract will always be subject to a resolution of the lead council approving the same.

7.2 Lead Council to Contract for Minor Acquisitions

If a meeting of representatives of the parties held in accordance with clause 6 resolves to accept one or more of the written quotations which have been received, the lead council must enter into a contract (or contracts) with the supplier (or suppliers) whose quotation has (or whose quotations have) been accepted.

7.3 **Form of Contract**

The form of the contract entered into by the lead council with the tenderer (or tenderers) or supplier (or suppliers) (as the case may be) must be:

7.3.1 consistent with the form of the contract set out in the Schedule; or

7.3.2 as agreed to by the parties from time to time.

7.4 **Indemnity**

Each of the parties agrees to indemnify the lead council in equal amounts from and against all actions, claims, losses, damages, penalties, demands or costs (including, without limitation, all indirect losses, consequential losses and legal costs on a full indemnity basis) occasioned by, arising out of or connected with the contract entered into by the lead council under this Memorandum of Understanding.

7.5 **Exclusion of Indemnity**

Notwithstanding clause 7.4, a party will not be obliged to indemnify or keep indemnified the lead council under that clause if the action, claims, losses, damages, penalties, demands or costs (including, without limitation, all indirect losses, consequential losses and legal costs on a full indemnity basis) has or have been caused by or arises out of the lead council's wilful or negligent default under the contract.

8. DISPUTE RESOLUTION

8.1 **First Step**

If a dispute arises between the parties arising out of this Memorandum of Understanding (**Dispute**), the parties agree to negotiate in good faith to resolve the Dispute and will refer resolution of the Dispute to their respective Chief Executive Officers or their nominees.

8.2 **Mediation**

If the Dispute has not been resolved by negotiation within a reasonable time then either party may refer the Dispute to mediation and will do so before initiating proceedings in a Court to resolve the Dispute.

8.3 **Conduct of Mediation**

A Dispute which is referred to mediation will be referred to the Australian Commercial Dispute Centre Limited (ACDC), and be conducted in accordance with the Conciliation Rules of ACDC and will be heard by one conciliator appointed under the relevant Rules of Victoria.

8.4 **Litigation**

If the Dispute has not been resolved within 60 days of referral to ACDC, either party is free to initiate proceedings in a Court.

8.5 Urgent Application to Court

Nothing in this clause 8 prevents either party from seeking interlocutory relief through Courts of appropriate jurisdiction.

9. REVIEW OF MEMORANDUM OF UNDERSTANDING

The parties must meet biennially to review the operation of this Memorandum of Understanding, and discuss whether any, and if so, what, amendments to this Memorandum of Understanding are desirable.

10. NOTICES

10.1 Any notice required to be given under this Memorandum of Understanding must be in writing, and be given by post, facsimile transmission or hand delivery to:

10.1.1 Melbourne at:
90-120 Swanston Street
MELBOURNE VIC 3000

Facsimile Number: 03 9654 4854

10.1.2 Port Phillip at:
Corner Carlisle Street and Brighton Road
ST KILDA VIC 3182

Facsimile Number: 03 9534 9105

10.1.3 Stonnington at:
Corner of High Street and Glenferrie Road
MALVERN VIC 3144

Facsimile Number: 03 9521 2255

10.1.4 Yarra at:
333 Bridge Road
RICHMOND VIC 3121

Facsimile Number: 03 8417 6666

10.1.5 Maribyrnong at:
Corner Hyde and Napier Streets
FOOTSCRAY VIC 3011

Facsimile Number: (03) 9687 7793

and be marked to the attention of the "Chief Executive Officer".

11. GENERAL

11.1 Amendment

This Memorandum of Understanding may only be varied or replaced by a document duly executed by the parties.

11.2 Entire Understanding

This Memorandum of Understanding contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Memorandum of Understanding and have no effect.

11.3 Further Assurance

The parties must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete anything contemplated by this Memorandum of Understanding.

12. INTERPRETATION

12.1 Persons

In this Memorandum of Understanding, a reference to:

- 12.1.1 a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
- 12.1.2 a person includes the legal personal representatives, successors and permitted assigns of that person; and
- 12.1.3 any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body.

12.2 Joint and Several

If a party consists of more than one person, this Memorandum of Understanding binds them jointly and each of them severally.

12.3 Legislation

In this Memorandum of Understanding, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

12.4 This Document, Clauses and Headings

In this Memorandum of Understanding:

- 12.4.1 the Schedule to this Memorandum of Understanding forms part of this Memorandum of Understanding;

- 12.4.2 a reference to this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
- 12.4.3 a reference to an annexure, clause or schedule is a reference to an annexure or a clause or schedule in or to this Memorandum of Understanding all of which are deemed part of this Memorandum of Understanding;
- 12.4.4 a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
- 12.4.5 headings are inserted for ease of reference only and do not affect the interpretation of this Memorandum of Understanding; and
- 12.4.6 a reference to a month is a calendar month.

12.5 **Number and Gender**

In this Memorandum of Understanding, a reference to:

- 12.5.1 the singular includes the plural and vice versa; and
- 12.5.2 a gender includes the other genders.

EXECUTED by the parties

SIGNED SEALED AND DELIVERED on
behalf of **MELBOURNE CITY COUNCIL**
on day of
2013 by its **CHIEF EXECUTIVE,**
KATHY ALEXANDER, in the presence of:

)
)
)
)
Chief Executive Officer

.....
Witness

SIGNED SEALED AND DELIVERED on
behalf of **PORT PHILLIP CITY COUNCIL**
on day of
2013 by its **CHIEF EXECUTIVE,**
TRACEY SLATTER, in the presence of:

)
)
)
)
Chief Executive Officer

.....
Witness

SIGNED SEALED AND DELIVERED on
behalf of **STONNINGTON CITY**
COUNCIL on day of
2013 by its **CHIEF EXECUTIVE,**
WARREN ROBERTS, in the presence of:

)
)
)
)
Chief Executive Officer

.....
Witness

SIGNED SEALED AND DELIVERED on
behalf of **YARRA CITY COUNCIL**
on day of 2013 by its
CHIEF EXECUTIVE,
VIJAYA VAIDYANATH, in the presence of:

)
)
)
)
Chief Executive Officer

.....
Witness

SIGNED SEALED AND DELIVERED on
behalf of **MARIBYRNONG CITY**
COUNCIL on day of
2013 by its **CHIEF EXECUTIVE,**
VINCE HAINING, in the presence of:

)
)
)
)
Chief Executive Officer

.....
Witness

Schedule

Date / /

Services General Conditions – Long Form

MELBOURNE CITY COUNCIL
and

PORT PHILLIP CITY COUNCIL
and

STONNINGTON CITY COUNCIL
and

YARRA CITY COUNCIL
and

MARIBYRNONG CITY COUNCIL

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9 June 2013

Freeze on late night liquor licences extended

The Coalition Government is extending the freeze on new late night liquor licences in the inner city municipalities of Melbourne, Port Phillip, Stonnington and Yarra, for a further two years.

Minister for Liquor and Gaming Regulation Edward O'Donohue said the freeze, which was due to expire on 30 June 2013, constrained the growth in late night licences in areas where there was already a high concentration of late night licensed premises.

"The Coalition Government supports initiatives that encourage the responsible consumption of alcohol and minimise the risk of alcohol-related harm," Mr O'Donohue said.

"People should have the right to go out at night in the inner city and surrounding suburbs, without fearing alcohol-related violence and anti-social behaviour."

The extension means that until 30 June 2015, the Victorian Commission for Gambling and Liquor Regulation will not grant any new licences for bars, pubs and nightclubs operating after 1am unless the applicant can show exceptional circumstances.

The freeze responds to evidence of a correlation between alcohol-related harm and licensed premises trading after 1am.

Lower risk premises such as membership-based clubs, and most restaurants and cafes, are not affected by the freeze.

"Liquor licensing is an important balancing act. We are committed to delivering a system of responsible liquor licensing, but at the same time we must be careful not to alter the vibrant nightlife for which Melbourne and Victoria are now rightly famous," Mr O'Donohue said.

The extension of the freeze will allow for the development of longer-term local government strategies to improve the safety and amenity of inner Melbourne entertainment precincts.

"Stronger laws and regulations for licensed venues will make Victoria's entertainment precincts safer and more enjoyable for all," Mr O'Donohue said.