

Mutual Access Agreement

Parties

Parliament of Queensland "Parliament".

Local Government Association of Queensland "LGAQ".

Preamble

Queensland is the most decentralised state in Australia, which poses challenges in providing access to democratic representation to all Queenslanders wherever they live.

Decentralisation poses challenges to Local Governments in accessing State Government decision makers in Brisbane to represent their communities.

Decentralisation poses challenges for State Members of Parliament to represent electors across large distances.

Parliament and the LGAQ acknowledge that by allowing reasonable access to:

- facilities within the Parliamentary Precinct in Brisbane for Mayors, Councillors and CEOs,
- facilities of consenting Local Governments for local Members of Parliament,

together the Parliament and the LGAQ can improve the quality of representation delivered to Queenslanders.

Definitions

Applicable LG Persons means Mayors, Councillors and CEOs of Local Governments who have issued a notice under Clause 32 of this Agreement.

Clerk means Clerk of the Legislative Assembly of Queensland.

CEO means Chief Executive Officer of a Local Government.

Council Chambers means the room where a Mayor and Councillor meet to conduct the business of a Local Government.

Councillor means a person who currently holds the office of Councillor in Local Government.

Electorate Officer means a person employed in the role of the same name by the Queensland Parliamentary Service.

Facility means either or both of the Parliamentary Precinct and Local Government Facilities.

Legislative Assembly means the chamber where Members sit and conduct the business of the aforesaid body as established under Section 1 of the *Constitution Act (Qld) 1867*.

Local Government means an elected body that is responsible for the good rule and local government of a part of Queensland under the *Local Government Act (Qld) 2009* and is a member of the LGAQ.

Local Government Caretaker Period means Caretaker Period as defined under the *Local Government Act (Qld) 2009*.

Local Government Premises means any structure which is used by a Local Government for the purposes of the administration of Local Government which a Local Government has a legal right to use and enjoy and is suitable for use for meetings and/or contains office facilities.

LGAQ means Local Government Association of Queensland.

Mayor means a person who currently holds the Office of Mayor in Local Government.

Member means a current Member of the Queensland Legislative Assembly.

Members Electorate means the electoral district which a Member represents.

Meeting Rooms means the meeting rooms situated on level 5 of the Parliamentary Annexe and any other rooms nominated by the Speaker or Clerk.

Parliament means Parliament of Queensland.

Parliamentary Annexe means the building on the Parliamentary Precinct titled as such.

Parliamentary Committee means a committee established under chapter 5 of the Parliament of Queensland Act 2001.

Parliamentary Precinct means;

- (a) all land and improvements within the land reserved for House of Parliament in the county of Stanley, parish of North Brisbane, city of Brisbane described as lot 414 on plan SL8740, lot 437 on plan SL8601 and lot 704 on plan SL12303 registered in the department in which the *Land Act (Qld) 1994* is administered; or
- (b) any land or premises declared by the Governor in Council by gazette notice to be part of the parliamentary precinct for a stated period.

The Parties means jointly and severally Parliament and the LGAQ.

Speaker means the Speaker of the Legislative Assembly of Queensland.

State Parliament Election Period means the period between the dissolution of the Legislative Assembly and the following election day.

Third Party means any person or entity that is not a party to this Agreement.

Clauses

Authority

1. The Speaker's authority to enter this agreement is Section 5 & 50 of the *Parliamentary Service Act (Qld) 1988*.

2. The LGAQ represents its members through its Constitution. However, nothing in this agreement shall bind Local Governments unless a notice is lodged by a Local Government under clause 32.

Term

3. This agreement shall remain effective and in force for a period of 5 years from the date of execution of this Agreement.
4. The Parties shall each have the right to terminate this Agreement by written notice.
5. Such written notice shall indicate a termination date which is no earlier than 28 calendar days after the date the notice is received from the other party.
6. Amendments to this Agreement may be effected by mutual agreement of the Parties at any time during the term of the Agreement.
7. A suspension of the application of this Agreement may be made by mutual agreement of the Parties.

Rules around Access

8. The Parties in granting access under this agreement acknowledge that such access is only granted on a reasonable basis.

The Parties agree that the following requests for access are unreasonable:

- a. any request for access that requires the provision of resources by the host organisation that would otherwise not be made available in the normal operation of their Facility.
- b. any request for access that requires a restriction in the normal operation of the Parliamentary Precinct or the relevant Local Government Building.
- c. any request that would be contrary to provisions of *the Parliamentary Service Act (Qld) 1988*; the *Parliamentary Service By-Law 2013* and any other directions of the Speaker.

Access granted to Applicable LG Persons

9. The Parliament undertakes to grant access for Applicable LG Persons to the Parliamentary Precinct as guests of the Speaker.

Such access is granted only for the following purposes relating to the duties of Applicable LG Persons:

- a. Conduct meetings in Meeting Rooms in relation to their duties as Mayors, Councillors and CEOs
- b. Use of facilities for events relating to their Local Government, subject to the Local Government meeting standard costs for such an event that would be levied to third parties for the use of the facilities. (*e.g. function room and equipment hire & catering costs*)

10. Access of Applicable LG Persons under Clause 9 is subject to any guidelines or policies as authorised by the Speaker or the Clerk.
11. No access will be granted to Applicable LG Persons to Level 8 and above of the Parliamentary Annexe, or any other personal offices of Members unless expressly invited by the Member who occupies the office.
12. Nothing in this agreement shall be construed as providing access for Applicable LG Persons to;
 - a. accommodation facilities in the Parliamentary Annexe.
 - b. access to the services of the Parliamentary Library.
13. Nothing in this agreement shall be construed as positive obligation on the Parliament to provide office facilities to Applicable LG Persons.

However, subject to availability, Applicable LG Persons may use Meeting Rooms outside of Parliament sitting weeks, using Local Government supplied and personal electronic devices, for work relating to their duties as Applicable LG Persons.
14. No access will be granted to Applicable LG Persons to any offices within the Parliamentary Precinct where the administration of Parliament takes place constantly during business hours.
15. Applicable LG Persons with access granted to the Parliamentary Precinct shall be entitled to use the guest Wi-Fi network on the Parliamentary Precinct.
16. Applicable LG Persons may access the Parliamentary Service Visitor Car Park in Car Park on Gardens Point Road, subject to availability, and by complying with the regular booking process.
17. Applicable LG Persons shall be entitled to use the Parliamentary cafeteria.
18. Applicable LG Persons shall be entitled to be accompanied by a reasonable number of pre-approved support staff employed by the relevant Local Government on the Parliamentary Precinct.
19. Nothing in this agreement shall be construed as granting a right of access to the Legislative Assembly Chamber or the galleries thereof to Applicable LG Persons whilst the Legislative Assembly is sitting.
20. Notwithstanding any other term of this agreement, access shall not be granted to Applicable LG Persons during the Local Government Caretaker Period.

Access granted to Members

21. Subject to availability, the LGAQ warrants that Local Governments that have issued a notice under Clause 32 will grant access to Members to the Local Government Premises within the Member's electorate, for the following purposes relating to the duties of their offices;
 - a. Conduct meetings in relation to their duties as Members; and
 - b. Use of facilities for events relating to their duties as a Member subject to the Member meeting normal costs for such an event that would be levied to third parties for the use of the facilities. (*e.g. function room and equipment hire & catering costs*)

22. Access of Members under Clause 21 is subject to any guidelines or policies as authorised by the relevant Local Government.
23. Subject to availability, the LGAQ warrants that Local Governments that have issued a notice under Clause 32 will grant access to its facilities to a Parliamentary Committee for the purposes of:
- a. Public hearings;
 - b. Private hearings;
 - c. Private meetings;
 - d. Any other committee business,
- subject to the Committee meeting standard costs for such an event that would be levied to third parties for the use of the facilities (*e.g. a function room and equipment hire and catering costs*).
24. No access will be granted to a Member for any offices within a Local Government Premises where the administration of Local Government takes place constantly during business hours.
25. Nothing in this agreement shall be construed as providing access for Members to;
- a. engage accommodation facilities in Local Government Buildings; or
 - b. access to any administrative or research services undertaken by staff of Local Government.
26. Nothing in this agreement shall be construed as a positive obligation on Local Government to provide office facilities to Members.
- However, Members may use Local Government meeting rooms using Parliament and personal electronic devices for work relating to their duties as Members.
27. Members may access, where available, on site car parking when attending Local Government Premises under this agreement. Members must comply with the regular booking process for such car parking, where applicable.
28. Members with access granted to the Local Government Premises shall be entitled to use the guest Wi-Fi network, if present, on the said Local Government Premises.
- This clause shall not in any way be construed for Local Government to ensure guest Wi-Fi facilities are present in Local Government Premises accessed by Members under this agreement.
29. Members shall be entitled to be accompanied by Electorate Officers when accessing Local Government Buildings.
30. Nothing in this agreement shall be construed as granting a right of access to Council Chambers or the galleries thereof to Members whilst a meeting of Mayor and Councillors is occurring.
31. Notwithstanding any other term of this agreement, access shall not be granted to Members during the State Parliament Election Period.

Local Government Opt In

32. A Local Government may elect to participate in the terms of this Agreement by sending written notice authorised by the relevant Mayor to the LGAQ Chief Executive Officer who will forward the notice to the Speaker.
33. A notice under Clause 32 becomes effective on the date it is received by the Office of the Speaker. Such notice will remain effective until revocation.
34. A notice under Clause 32 can be revoked by sending a written notice authorised by the Relevant Mayor to the LGAQ Chief Executive Officer who will forward to the Speaker. Such revocation will take effect on the date it is received by the Office of the Speaker.
35. For any given Local Government, when no notice is provided under Clause 32 the relevant Local Government shall not be entitled to any benefit from this agreement.
36. Members will not have any right under this agreement to access the Local Government Premises of a Local Government that has not provided notice under Clause 32 of this Agreement.
37. Where a Local Government has provided notice under Clause 32 in respect of a previous agreement between the Parties, that notice shall continue in effect under this Agreement without the need for further action by that Local Government. The access rights for the relevant Local Government shall remain valid for the remainder of the term of office of the Mayor who authorised the original notice, unless revoked in accordance with Clause 34.

Review

38. The Parties agree to review the operation of this agreement 2 years after commencement of this agreement.

Costs of The Parties

39. Subject to clauses 9 (b) and 21 (b) the Parties agree that;
- a. no cost will be levied to the Parties for the rights and permissions of access to facilities granted under this agreement.
 - b. no cost will be levied personally to Members or Applicable LG Persons for the rights and permissions of access to facilities granted under this agreement.

Execution

For the Local Government Association of Queensland

For the Parliament of Queensland



Ms Alison Smith
Chief Executive Officer
Local Government Association of Queensland

Date:

16/9/2025



The Honourable Pat Weir
Speaker of the Legislative Assembly
Parliament of Queensland

Date:

16/09/2025

Relevant future dates

2-year review date (clause 38)

16/09/2027

Expiry date (clause 3)

16/09/2030

Queensland Legislative Assembly

Number: 5825 T 1559



14 OCT 2025

Tabled ☒

By Leave ☐

MP: Hon Speaker

Clerk's Signature: 