



Department of  
Transport and Main Roads

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**The Department of Transport & Main Roads  
(North Coast Region)  
and  
Sunshine Coast Regional Council**

**for**

**Contribution by TMR for Vegetation  
Management on State-Controlled roads in  
the Sunshine Coast Regional Council area**

**1 July 2014 to 30 June 2015**

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## 1 INTRODUCTION

The relevant key strategic issues are:

Managing the Community Assets	Maintain vegetation on State-Controlled roads.
Active Healthy and Safe	Transport networks and corridors, that are well maintained and promote safety
Partnership and Advocacy	Participate in intergovernmental relations and regional collaboration opportunities

## 2 PARTIES

This Memorandum of Understanding (MOU) sets out the co-operative, non-commercial working arrangements associated with vegetation management on selected State-Controlled roads.

The partnership aims to:

- Maintain the image and visual appearance of the region;
- Maintain community confidence of a safe road network; and
- Continue to develop and maintain the relationship between the Department of Transport and Main Roads – North Coast Region (TMR-NCR) and Sunshine Coast Regional Council (SCRC).

## 3 PURPOSE, SCOPE & OBJECTIVES

### 3.1 Purpose

Though this MOU does not legally bind the parties, it clarifies the responsibilities of the parties, details the technical and operational requirements and provides a shared vision for the management of vegetation management on State-Controlled roads.

The purpose of this MOU is to continue the established partnership between TMR-NCR and SCRC in terms of vegetation management.

This MOU agreement defines the areas of Council responsibility, in accordance with the *Cost Sharing Responsibility within State-Controlled Roads* in relation to roundabout, shoulder and median vegetation management.

### 3.2 Scope

This MOU applies to TMR-NCR assets that have been nominated and agreed to by both parties; and located within the boundaries of the SCRC. Requests to extend to an additional area not identified in this MOU will require the agreement of both parties.

Areas of Vegetation Management (Maintenance) under this MOU are included in *Appendix F TMR Site Maps Book*. Other TMR State-Controlled roads upon request and agreement by both parties may be included.

This agreement does not apply to any TMR-NCR infrastructure that is currently under construction.

This MOU does not replace or change any existing operations under a Routine Maintenance Contract. SCRC will not assume any TMR-NCR responsibilities and will perform the operations covered in this MOU on behalf of TMR-NCR.

This MOU does not change or alter any responsibilities outlined in the *Cost Sharing Based on Responsibilities within State-Controlled Roads* (Appendix D) document which refers to urban roads within the region.

### **3.3 Objectives**

The objectives of this MOU are to:

- Ensure appropriate vegetation management practices are adopted;
- Ensure a coordinated approach with local council toward vegetation management on TMR-NCR assets; and
- Identify improvement opportunities and establish maintenance protocols associated with the ongoing management of vegetation;

## **4 PERIOD OF THE MEMORANDUM OF UNDERSTANDING**

This MOU shall commence on 1 July 2014 and continue for a period of twelve (12) months to 30 June 2015. During this period, this MOU may be reviewed and renegotiated, if necessary, as agreed between the parties.

## **5 ROLES AND RESPONSIBILITIES OF PARTIES**

### **5.1 Roles and Responsibilities of TMR North Coast Region**

In the context of this MOU, TMR-NCR is responsible for:

- Validating ownership of assets associated with vegetation management;
- Verifying technical suitability of vegetation management strategies being proposed;
- Supplying purchase orders when required;
- Payment of SCRC invoices on nett 30 days from the date of invoice.

### **5.2 Roles & Responsibilities of Sunshine Coast Regional Council**

In the context of this MOU, SCRC is responsible for:

- Ensuring all work undertaken is in compliance with Work Health and Safety requirements and DM50P (Appendix E);
- Maintaining a record of asset information associated with proactive vegetation management;
- Identifying and recommending other hotspot locations that require vegetation management; and
- Not exceeding the funding contribution without written approval from TMR-NCR.

## **6 COMMUNICATION**

Good communication will ensure that the agreement works effectively. Both parties commit to:

- Open communication and rapid resolution of any issues, problems, and disputes;
- Consultation on changes that impact on each other's operations and responsibilities;
- All media enquiries shall be directed to TMR-NCR and will be coordinated and released by the TMR-NCR in consultation with SCRC.

## **7 DISPUTE RESOLUTION**

Within the bounds of budgetary constraints, both parties are committed to comply with all terms of the MOU.

## 8 PUBLICITY

Any publicity in relation to this MOU must be by agreement of both parties, SCRC and TMR-NCR.

All media releases will be released by TMR-NCR with equal acknowledgement to both parties.

## 9 OPERATIONS

### 9.1 Roadside Safety

SCRC shall be responsible for inducting every person who conducts vegetation maintenance activities on State controlled roads on behalf of SCRC.

~~9.2 Indemnity~~ Council wishes for this clause to be removed - 27-2-15 *with A*  
~~SCRC indemnifies The State of Queensland acting through the Department of Transport and Main Roads, against any claim action, process, or other proceedings arising from vegetation maintenance operations and/or existence of associated plant within the road reserve provided that it is due to any act, negligence, omission or default of the SCRC, its contractors, servants, agents, subcontractors or others for whom it is responsible.~~

### 9.3 Written Undertaking

SCRC gives a written undertaking that SCRC will repair and/or pay for the cost of repair to any TMR-NCR property that may be damaged as a result of the vegetation management operations provided that it is due to any act, negligence, omission or default of the SCRC, its contractors, its servants, agents, subcontractors or others for whom it is responsible. Refer Appendix B.

### 9.4 Public Liability Insurance/Certificate of Currency

SCRC employees are covered for insurance under Council's current Insurance Policy and SCRC shall maintain this Policy for the term of this MOU. SCRC to include copy of the current Insurance/Certificate in Appendix C.

### 9.5 Traffic Management

SCRC is required to control traffic while conducting vegetation maintenance activities in accordance with the requirements of the Manual of Uniform Traffic Control Devices (Qld) Part 3 - Works on Roads, current edition and the Instrument for Manual Traffic Disruptions current edition. A traffic management plan shall be submitted by SCRC for TMR-NCR approval prior to start of work. SCRC is required to inform TMR-NCR Traffic Management Centre on telephone 13 19 40, prior to start of each day's work.

### 9.6 Timings of Work

SCRC is required to inform the TMR-NCR Maintenance Contract Administration Officer for the area when the vegetation management operations are to be undertaken.

## FORMAL CERTIFICATION

I have read, understood and agree to the terms of this Memorandum of Understanding and certify that I have full authority to enter into it on behalf of Sunshine Coast Regional Council.

**Chief Executive Officer**  
Sunshine Coast Regional Council

Date:

I have read, understood and agree to the terms of this Memorandum of Understanding and certify that I have full authority to enter into it on behalf of TMR-NCR.

**Amanda Yeates**  
Regional Director (North Coast Region)  
Department of Transport and Main Roads

Date:

### **Appendix A – Funding Contribution**

The contribution of \$225,000 (excl GST) is being provided to Sunshine Coast Regional Council for the period of 1 July 2014 – 30 June 2015 for Vegetation Management on State-Controlled roads in the Sunshine Coast Regional Council area.





## **Appendix B –Written Undertaking**

(To be supplied by Council)

### **9.3 Written Undertaking**

SCRC gives a written undertaking that SCRC will repair and/or pay for the cost of repair to any TMR-NCR property that may be damaged as a result of the vegetation management operations provided that it is due to any act, negligence, omission or default of the SCRC, its contractors, its servants, agents, subcontractors or others for whom it is responsible.

John Knaggs

Chief Executive Officer

Sunshine Coast Council



## **Appendix C – Public Liability Insurance/ Certificate of Currency**

(To be supplied by Council)



**Facsimile** Page 1 of 1  
17 June 2014  
To Attention: Neil McCarthy  
Sunshine Coast Council  
From Katherine Farrell

**Risk Services Division**  
**Queensland & Northern Territory**  
**Jardine Lloyd Thompson Pty Ltd**  
ABN 69 009 098 864  
Local Government House  
27 Evelyn Street  
Newstead QLD 4006  
PO Box 2321  
Fortitude Valley BC QLD 4006  
Direct (07) 3000 5568  
Fax (07) 3000 5550  
www.jlta.com.au

**Certificate of Currency**

**Coverage Class:** Public Liability, Products Liability and Professional Indemnity  
**Member Name:** Sunshine Coast Council  
**Additional Name(s):** State of Queensland, acting through the Department of Transport and Main Roads, in relation to a Road Corridor Permit for Council maintenance of roadside vegetation throughout shire – in respect of Council's negligence  
**Coverage Expiry Date:** 30 June 2015  
**Situation:** Worldwide excluding USA & Canada  
**Interest:** Legal liability to third parties;  

- for Personal Injury and/or Damage to Property caused by an occurrence and/or,
- arising out of any negligent act, error or omission whenever or wherever the same was or may have been committed or alleged to have been committed by the Member,

in connection with, or in the conduct of, the Member's business.  
**Limit of Indemnity:**  
Public Liability: \$400,000,000  
Products Liability: \$400,000,000 in the aggregate.  
Professional Indemnity: \$300,000,000 in the aggregate.  
**Deductible:** \$15,000  
**Coverage Provided By:** Queensland Local Government Mutual Liability Pool  
**Reference Number:** SUNSHI000227  
**Special Provisions:** N/A

This certificate of currency provides a summary of the cover and is current on the date of issue. It is not intended to amend, extend, replace or override the terms and conditions contained in the actual coverage document. This certificate of currency is issued as a matter of information only and confers no rights upon the certificate holder. We accept no responsibility whatsoever for any inadvertent or negligent act, error or omission on our part in preparing these statements or in transmitting this certificate by email or for any loss, damage or expense thereby occasioned to any recipient of this letter.

Yours faithfully,

Katherine Farrell  
Risk Consultant, Liability Scheme

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## **Appendix D - Cost Sharing Based on Responsibilities within State- controlled Roads**

(Supplied by TMR)

## **Appendix E – Instruction for Manual Traffic Disruptions**

(Supplied by TMR)

Queensland  
Government

Our ref 445/00055  
Your ref  
Enquiries Mr Alexander McCart Imm

Department of  
Transport and Main Roads

13 January 2015

Mr Nicholas Coluccio  
Locked Bag 72  
Sunshine Coast Mail Centre Qld 4560

Dear Mr Coluccio

**RE: MOU – TMR/SCC Vegetation Management on State-Controlled Roads**

As mutually agreed by the Department of Transport and Main Roads and the Sunshine Coast Council a new Memorandum of Understanding has been provided for vegetation management on state-controlled roads.

As agreed by both parties the attached Memorandum of Understanding will supersede the current document signed off by the Sunshine Coast Council on 5 June 2014. The new document will be backdated to 1 July 2014 and be effective from this date to 30 June 2015.

I would like to thank the Sunshine Coast Council for the professional approach displayed in coming to an agreement on vegetation management within the state-controlled network.

Yours sincerely

A handwritten signature in black ink, appearing to read 'C Brindley'.

Christine Brindley  
Principal Engineer – Maintenance

Program Delivery and Operations  
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ABN 39 407 690 291



File No: 445/00055

B/c

1. **Mr Alexander McCart**  
Project Engineer, Maintenance

For your information.

A handwritten signature in cursive script, appearing to read 'C Brindley'.

Christine Brindley  
**Principal's Representative**

13 January 2015

Department of Transport and Main Roads