

Memorandum of Understanding

This document represents an agreement between

Sunshine Coast Regional Council

and

Caloundra Off-Road Cycling Association Inc.

for

**the development and maintenance of
Sugar Bag Road Town Reserve**

Scope

This Memorandum of Understanding (MoU) is to form a working relationship and confirm an operational tenure agreement between Sunshine Coast Regional Council (SCC) and Caloundra Off-Road Cycling Association Inc. (CORCA) to continue to maintain and develop the trail network of the Sugar Bag Town Reserve (the Reserve) for community use. It aims to form the basis of a solid working relationship to protect the value of the site to the mountain bike community whilst still accounting for the natural values of the site along with use by the greater Sunshine Coast community. It will also give CORCA assured access to the site for the duration of the agreement.

This agreement must acknowledge the following factors that influence the management of the site:

- the Reserve forms part of the SCC Natural Areas Estate and is managed for biodiversity, economic, social and cultural purposes
- the Reserve has a significant area identified as the future corridor for the CAMCOS transport corridor, and
- the Reserve is currently part of the Caloundra Centre Master Planning process to be finished by late 2017.

Description of Collaborating Organisations

Caloundra Off-Road Cycling Association (CORCA)

CORCA is an incorporated not-for-profit body whose formal objectives are:

- a. to promote and advocate for mountain biking within the local community for the benefit of health, wellbeing, enjoyment and community building
- b. to facilitate group activities through mountain biking, trail care and social events
- c. to promote environmental preservation and stewardship through the adoption of responsible principles for mountain biking, trail development and trail care

- d. to seek financial support through grants, sponsorship and membership to enable sport development including maintenance of local mountain bike trails
- e. to represent the mountain bike community in dealing with government, community, landholders, peak bodies and individuals
- f. to provide the opportunity for development of mountain bike skills, and
- g. to foster and develop junior mountain bikers and provide racing opportunities.

In particular, CORCA also seeks to protect and formalise the mountain biking use on the Reserve for future generations.

Sunshine Coast Council

Sunshine Coast Council's Environmental Operations Branch is the lead council agency managing the Reserve and the main point of contact between SCC & CORCA.

The Environmental Operations Branch manages outdoor recreation in various environment reserves according to the following themes:

- restoring the ecological values, health and resilience of the reserve network
- protecting existing biodiversity values
- facilitating sustainable access
- building knowledge, adaptation and organisational capacity, and
- maintaining biodiversity partnerships and community involvement.

Definitions and Interpretations

SCC	Sunshine Coast Council
CORCA	Caloundra Off-Road Cycling Association Inc.
IMBA	International Mountain Bicycling Association
Mountain Bike Asset	A trail or built/natural feature that has been designed or incorporated into the reserve for the specific purpose of being ridden on by a mountain bike.
Sugar Bag Road Town Reserve	Area of land on Sugar Bag Road containing the following LOTPLAN parcels (see Appendix 1): <ul style="list-style-type: none"> ▪ 743SP262587 ▪ 391CG2376 ▪ 2SP262587.

Objectives of the MoU

1. Foster a positive relationship and partnership between the mountain bike community, represented by the Caloundra Off-Road Cycling Association (CORCA), and Sunshine Coast Regional Council (SCC).
2. Define the framework for mutual support between CORCA and SCC in developing and maintaining Sugar Bag Road Town Reserve, hereby referred to as 'the Reserve', for the mountain biking community and the Sunshine Coast community as a whole.
3. Provide a framework for safe and sustainable trail care at the Reserve.
4. Formalise communication protocols.
5. Provide a formal process for SCC to approve the maintenance of current trails and technical features on the Reserve.
6. Provide a formal process for the approval of new trails or features at the site.

The Nature of the Collaboration

In seeking to fulfil the purpose and aims of this agreement, SCC will:

1. work in partnership with CORCA and other interested stakeholders to manage the Reserve for the community
2. plan for and deliver capital projects and recurrent maintenance programs for the Reserve that deliver on outcomes for the site for the mountain bike community and Sunshine Coast community in general
3. incorporate such works, agreements and strategies pertaining to Queensland Local Government obligations, along with Council policies, strategies and operational procedures in planning for the Reserve and the delivery of services or capital works on the site and within best practice guidelines for the sport of mountain biking
4. engage in consultative processes with CORCA in the planning and development of the Reserve
5. assist CORCA with identifying funding opportunities within Council's funding programs and in seeking external funding opportunities
6. with CORCA, undertake an annual review of communication and operational protocols relating to this MoU and the delivery of outcomes on the Reserve, and
7. retain full responsibility for the overall management of the Reserve, including oversight of all trail construction and maintenance that occurs onsite.

CORCA will:

1. work in partnership with SCC and other interested stakeholders to develop and maintain the Reserve for the community, with a primary focus on the delivery of the mountain bike assets on the site
2. advise and assist in the development, design and implementation of any capital projects and recurrent maintenance programs for the Reserve
3. actively seek opportunities to fund the development and maintenance of the Reserve for the community
4. in cooperation with SCC and in accordance with SCC's operational procedures, standards and practices, undertake voluntary maintenance and development work in the Reserve using allocated SCC and CORCA raised funds
5. maintain appropriate public liability insurance and keep up to date with obligations under the Office of Fair Trading for all actions undertaken on the Reserve
6. follow the standard council permit requirements for all hosted events on the Reserve, including the payment of relevant fees associated with such permits
7. with SCC, undertake an annual review of communication and operational protocols relating to this MoU and the delivery of outcomes on the Reserve
8. work with SCC for the marketing and promotion of the Reserve, including website content as a key mountain biking asset in the region within the framework of the combined working group, and
9. acknowledge that SCC, as the current trustee of the Reserve, retains overall management and final decision responsibility for the Reserve, and must abide by the provisions of the *Land Act 1994* (Queensland) in operating the Reserve.

The Terms of the Agreement

1. This MoU is effective from the date of signing by the parties and will continue for **five (5) years**.
2. The parties will review the effectiveness of this MoU annually and may amend this MoU as mutually agreed in writing by the parties.
3. Either party may terminate this MoU for any reason whatsoever by giving written notice to the other party 60 days prior to its termination to allow for any scheduled works to be completed prior to its termination.
4. In the event of insolvency or lapse of insurance by either party, this agreement will be terminated.
5. This MoU constitutes the entire understanding between the parties and supersedes all previous communications, negotiations and arrangements, either oral or written, between the parties with respect to the subject matter referred to in this MoU.

Communication and Exchange of Information

1. SCC will make an electronic copy of this signed MoU available for download from the SCC website.
2. SCC will maintain a link on the website to the CORCA website and vice versa on the site's information page.
3. The parties shall ensure the effective internal communication of the contents of this MoU.
4. The Sugar Bag Town Reserve (SBTR) Working Group shall be formed and operate for the term of this MoU and shall:
 - a. comprise the following members or their delegates:
 - i. President of CORCA
 - ii. one other nominated CORCA steering committee member
 - iii. Sunshine Coast Council's Senior Natural Areas Operations Officer
 - iv. Sunshine Coast Regional Council's Recreation Trails Activation Officer, and
 - v. others by mutual agreement of the parties.
 - b. meet at a minimum six-monthly or as required, with minutes distributed within ten working days of each meeting
 - c. be chaired by the parties on an alternating basis, and
 - d. be responsible for the implementation and review of this MoU.
5. The SCC Recreation Trails Activation Officer shall be the primary point of contact for CORCA and its members on matters of significance outside of the group's meetings.
6. Regular communication between the parties is encouraged, either between CORCA members and local SCC staff, or between Working Group members.

Maintenance of the Reserve and Existing Trails and Features

1. The SBTR Working Group will develop a reserve inspection and maintenance program that is agreed upon and approved by all parties.
2. The SBTR Working Group will review and modify the existing trail network to:
 - a. enhance riding safety for all skill levels
 - b. minimise user conflicts
 - c. meet international and national standards for trails and signage
 - d. minimise potential impacts on the environmental values of the Reserve
 - e. promote an interesting ride experience for the mountain bike community, along with walking opportunities for the general community as a whole, and
 - f. achieve this within its budgetary and resource constraints.

3. The SBTR Working Group will develop operational guidance that will:
 - a. establish the relevant standards that apply to all work undertaken on the site
 - b. establish an agreed upon methodology of inspecting and assessing trail features for maintenance or replacement
 - c. establish a list of minor maintenance tasks that can be undertaken by CORCA trail care on an 'as needed' basis
 - d. establish a list of major maintenance works that will can be undertaken by CORCA or SCC once approval has been given by the Working Group for the work to be done
 - e. establish protocols for the engagement of third party operators to commence work on the Reserve, and
 - f. establish activation methodology and response times for various SCC maintenance tasks that need to occur to keep the trails open.
4. The SCC Recreation Trails Activation Officer must be informed at least ten working days prior to any major works taking place on the trail system so all parties and the community can be informed.
5. CORCA will develop an operational policy for all trail care actions it undertakes that conforms to SCC's operational and reporting requirements for volunteer work on SCC sites.
6. Defined mountain bike trails and technical riding features will be maintained by CORCA and will be overseen by the nominated responsible parties, i.e. trail care coordinators, as per the above operational policy.
7. Defined multi-use trails will be maintained by SCC according to SCC's operational policies for multi-use trails within a reserve.
8. CORCA and SCC will maintain a register for all completed tasks on the Reserve that will be reported on at all Working Group meetings.
9. SCC will work with CORCA on any issues of unauthorised or criminal activity that occurs on the site, but maintains overall responsibility for any enforcement against such actions in conjunction with the police service.

Establishment of New Trails and Features

1. Establishment of a new trail or feature will first be considered by the SBTR Working Group and then considered by relevant SCC departments for approval, provided the proposed new element:
 - a. enhances riding safety for all skill levels
 - b. minimises potential user conflicts

- c. meets international and national standards for trail design
 - d. aims to minimise potential impacts on the environmental values, including identified frog species, and
 - e. promotes an interesting ride experience for the mountain bike community.
2. Once approval has been granted by SCC's internal process, the SBTR Working Group will then schedule the new works to be completed.
 3. Any non-approved new work on the Reserve will be reported to the SBTR Working Group members in a timely manner and work will be scheduled for the removal or closure of the non-approved trail or feature.

Quality Assurance

For all trails, SCC will ensure compliance with the Australian Walking Track and International Mountain Bike Standards by regularly commissioning an audit of the trail system.

The audit will be done at a minimum of every three years or as deemed required by the SBTR Working Group.

This audit will be done by an independent third party who will report the results to both SCC and CORCA.

Resources and Facilities

1. For the interim period of this agreement, SCC will provide a shipping container to house tools and materials for the trail care of the Reserve.
2. Within the limit of budgetary constraints, SCC will provide materials to upgrade the system to the required standards.

Financial Arrangements

1. Both SCC and CORCA will seek funding opportunities for the ongoing maintenance and development of the trail system.

Settlement of Disputes

1. The Parties shall be responsible to seek to settle any dispute arising between the Parties in relation to this MoU by negotiating in good faith.
2. If required, either party may employ a third party mediator to assist in the settlement of any dispute that arises at a shared cost to both parties.
3. If a dispute cannot be negotiated in good faith, one or both parties can chose to dissolve this MoU as detailed in the terms of the agreement

Review and Evaluation

As per previous statements, this agreement, and the outcomes associated with it, shall be reviewed by the Working Group on an annual basis.

Effective Dates and Signatures

The parties here to have executed this agreement as of the last written date below:



Chris Allan, Manager Environmental Operations
Sunshine Coast Regional Council

6.8.16

Date



Steven Ossedryver, President
Caloundra Off-Road Cycling Association Inc.

6/8/2016

Date