



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

1 July 2014 to 30 June 2015

**MEMORANDUM OF UNDERSTANDING
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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 (DTMR) 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 DTMR-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 DTMR-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 include:

- Caloundra Road (Belvista roundabout to Caloundra township);
- Nicklin Way (Caloundra Road to Sunshine Motorway); and
- Any other DTMR State-Controlled roads upon request and agreement by both parties.

This agreement does not apply to any DTMR-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 Department of Main Roads responsibilities and will perform the operations covered in this MOU on behalf of Department of Transport and Main Roads. 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 DTMR-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 DTMR North Coast Region

In the context of this MOU, DTMR-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 Workplace 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 DTMR-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 DTMR-NCR and will be coordinated and released by the DTMR-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 DTMR-NCR.

All media releases will be released by Department of Transport and Main Roads 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

SCRC indemnifies The State of Queensland acting through 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 (Appendix B)

SCRC gives a written undertaking that SCRC will repair and/or pay for the cost of repair to any Department of Transport and Main Roads 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.

9.4 Public Liability Insurance/Certificate of Currency (Appendix C)

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 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 DM50P current edition. A traffic management plan shall be submitted by SCRC for DTMR-NCR approval prior to start of work. SCRC is required to inform DTMR-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 DTMR-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: 5/6/14

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 DTMR-NCR.

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

Date:

Appendix A – Funding Contribution

The contribution of \$105,000 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)

Appendix C – Public Liability Insurance/ Certificate of Currency

(To be supplied by Council)

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

(Supplied by DTMR)

Appendix E – DM50P

(Supplied by DTMR)