**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**MALENY DISTRICT GREEN HILLS FUND**

**AND**

**SUNSHINE COAST COUNCIL**





This Memorandum Of Understanding (MOU) is between the Maleny District Green Hills Fund, hereinafter referred to as ‘Green Hills’, and Sunshine Coast Council, hereinafter referred to as ‘Council’.

1. **PURPOSE**

The purpose of this MOU is to provide a framework for co-operation and mutual support between Green Hills and Council to enhance and maintain the environmental and recreational values of the public open space on the Maleny Community Precinct (MCP).

This arrangement is informed by Council’s policies and strategies, legislative obligations and agreements for environmental protection and public safety. These include but are not limited to:

* Queensland Local Government Act 2009
* Queensland Nature Conservation Act 1992
* Queensland Vegetation Management Act, 1999
* Queensland Workplace Health and Safety Act
* Queensland Water Resources Act
* The Convention on Biological Diversity
* The Sunshine Coast Biodiversity Strategy 2010-2020
* Commonwealth Environment Protection and Biodiversity Conservation Act, 1999
* Japan-Australia Migratory Bird Agreement
* National Strategy for Ecologically Sustainable Development

It is also reflective of Council’s commitment to environmental and financial sustainability in the development and delivery of capital works and operational maintenance programs.

1. **BACKGROUND**

The Maleny Community Precinct comprises an area of 126 hectares of former dairy pasture bordered to the south by the Obi Obi Creek. The land is owned as freehold by Council and located within one kilometre of Maleny township.

At the Council General Committee Meeting of 10 June 2010, which endorsed the Maleny Community Precinct Master Plan, Council resolved in part to:

*(j) authorise the Chief Executive Officer to enter into negotiations with Maleny District Green Hills Fund to develop a Memorandum of Understanding regarding its ongoing involvement and contribution to the precinct development;*

The Master Plan presents a vision of a unique ecological and community precinct nestled into the Maleny hills providing a wide range of community, sporting, recreational, and educational and tourist facilities. The Master Plan provides the framework for the development of this MoU.

The development of the MCP and the ecological parklands, (commonly referred to as Obi Obi Parklands) aligns with Council’s vision for the Sunshine Coast to become Australia’s most sustainable region - vibrant, green, diverse.

1. **STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

Council and Green Hills share the vision of an ecologically sustainable community precinct that provides attractive and accessible recrea­tion space, gardens, pathways, reforested areas, protected wetlands and scenic outlooks, under a model of environmentally and financially sustainable management, while caring for and restoring the natural environment.

This MoU confirms Council’s commitment to develop a participatory planning model with Green Hills for the development of the open space on the MCP. It also sets a framework whereby Council and Green Hills will enter into a working partnership to revegetate the environmental areas along Obi Obi Creek and other areas as mutually agreed within the ecological parklands.

1. **RESPONSIBILITIES OF THE PARTIES**

In seeking to fulfill the purpose and aims of this agreement:

COUNCIL will:

* 1. Work in partnership with Green Hills and other interested stakeholders to deliver the Maleny Community Precinct Master Plan
  2. Plan and deliver capital projects and recurrent maintenance programs for the MCP that include, but are not limited to, priorities such as the establishment of recreational trails and pathways and revegetation of the Obi Obi creek
  3. Undertake a staged approach to the development of the ecological parkland and establishment of wildlife protection areas on the MCP.
  4. Incorporate such agreements and strategies as pertain to Queensland Local Government obligations, along with Council policies, strategies and operational procedures, in formulating a MCP Open Space Plan and delivering capital and operational programs.
  5. Engage in participative processes with Green Hills in the development of the MCP Open Space Plan and subsequent sub plans.
  6. With Green Hills undertake an annual review of communication and operational protocols relating to this MoU and the delivery of the Open Space Plan for the MCP.
  7. Retain full responsibility for managing the public open space on the MCP.
  8. Retain all carbon credits and environmental off-set value for all revegetation work undertaken on the Precinct.[[1]](#footnote-1)

GREEN HILLS will:

* 1. Work with Council, the MCP Advisory Committee, Barung Landcare, Lake Baroon Catchment Care and other environmental and community organisations to achieve the MCP vision.
  2. Advise and assist the development, design and implementation of the MCP Open Space Plan and subsequent sub plans, terrestrial and wetland rehabilitation and recreation infrastructure.
  3. Include the MCP as an item in the Green Hills Environmental Land Bank.
  4. Actively seek opportunities to fund the establishment and maintenance of the ecological and recreational assets of the Maleny Community Precinct public open space and ecological parklands.
  5. In co-operation with Council, and in accordance with its operational procedures and practices, undertake voluntary maintenance work on the Precinct using raised funds and community resources towards the environmental enhancement of the MCP.
  6. With Council, develop and regularly review a set of protocols for communication and dealing with operational issues relating to this MoU.
  7. Work with Council for the marketing and promotion of the MCP and the development of multi-faceted educational and recreational experiences for residents and visitors.
  8. In consultation with Council, undertake detailed surveying and monitoring programs to establish a base line for the flora and fauna on the site, using scientific research methods to determine increases or decreases in the respective populations of these species, particularly any threatened species and provide this data back to Council for maintaining a flora and fauna species database for the MCP.
  9. Provide an annual report to Council and the MCP Advisory Committee on:
  10. funding attracted
  11. activities undertaken
  12. value of volunteer in-kind contribution at an agreed equivalent rate, and
  13. methodology and results of flora and fauna monitoring e.g. increase in revegetated area, fauna species recorded etc.

11. Acknowledge that Council, as the owner of the land, retains management responsibility for the development and environmental rehabilitation of the parklands on the Precinct.

1. **IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

REVIEW. A cooperative review of the currency and effectiveness of the MoU will be undertaken on annual basis as from the commencement date.

MODIFICATION. Modifications within the scope of this MoU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed.

PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts Council or Green Hills from participating in similar activities with other public or private agencies, organizations, and individuals.

VARIATION. Variation to this agreement will be enacted by mutual consent.

PERSONAL ACCIDENT LIABILITY. Volunteer activities on the MCP will be undertaken under the auspices of Council’s Conservation Volunteer Program and all associated operational protocols e.g. site management plans, induction, training, Work Place Health and Safety regulations etc. As such Council’s Volunteer Insurance applies when participants have been properly inducted.

PUBLIC LIABILITY. Council will retain responsibility for public liability insurance for the public open space on the MCP. Green Hills will maintain its own Public Liability Insurance.

DISPUTE RESOLUTION. Both Parties agree that if any dispute arises they will work to resolve the dispute in a mature and professional manner.

PRINCIPAL CONTACTS. The principal contacts for this instrument are:

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| Green Hills Project Contact | **Council Project Contact** |
| President  Steven Lang | Chris Allan  Manager Environmental Operations |
| Phone: 07 5429 6569 | Phone: 07 5441 8354 |
| FAX: – | FAX: |
| E-Mail:  letters@stevenlang.com.au | E-Mail:  chris.allan@sunshinecoast.qld.gov.au |

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| --- | --- |
| Green Hills Administrative Contact | **Council Administrative Contact** |
| Secretary  Sue Mihovilovich | Amanda Young  Managers Assistant, Environmental Operations |
| Phone: | Phone: 07 5441 9321 |
| FAX: | FAX: 5441 8435 – advise before using |
| E-Mail: | E-Mail:  Amanda.young@sunshinecoast.qld.gov.au |

NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorised by appropriate statutory authority.

COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and, is subject to annual review.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

Steven Lang Alan Rogers

President Project Director,

Partnerships and Engagement

Maleny District Green Hills Fund Sunshine Coast Council

Dated Dated

1. Maleny Community Precinct Master Plan Report, June 2010 [↑](#footnote-ref-1)