

MEMORANDUM OF UNDERSTANDING
Access to Lands Vested in and Managed by
the Shire of Denmark for the Bibbulmun
Track

between

Department of Environment
and Conservation

and

Shire of Denmark

AUGUST 2011



Department of
Environment and Conservation
Our environment, our future 



INDEX

CONTENTS	PAGE
RATIONALE FOR THE MEMORANDUM OF UNDERSTANDING (MOU)	2
DESCRIPTION OF PARTIES	2
BACKGROUND	2
SCOPE AND TERM OF THE MOU	3
FUNCTIONS AND OBJECTIVES OF THE MOU	3
DEFINITIONS AND INTERPRETATIONS	4
ROLES AND RESPONSIBILITIES OF THE PARTIES	4-5
COMMUNICATION PROCESS FOR MAINTENANCE ISSUES	5-6
DISPUTES	6
PRINCIPLE PARTIES AND CONTACTS	7
SIGNATURES	8

APPENDICES

APPENDIX 1:

Maps 1-3 - Crown reserves vested in the Shire where the Shire is responsible for maintenance of the Bibbulmun Track

APPENDIX 2:

Maps 4-7 – Crown Reserves vested in the Shire where DEC is responsible for maintenance of the Bibbulmun Track

APPENDIX 3:

Crown reserves vested in Shire of Denmark

APPENDIX 4:

Road reserves - Shire responsibility to maintain

APPENDIX 5:

Unallocated crown land within Shire townsite boundary - Shire responsibility to maintain

RATIONALE FOR THE MEMORANDUM OF UNDERSTANDING (MOU)

The MOU seeks to establish the highest standards of cooperation and understanding between the Shire of Denmark (the Shire) and the Department of Environment and Conservation (DEC), within the resources available to both agencies, for the Bibbulmun Track on lands vested in or managed by the Shire. In particular it defines the functions and responsibilities of DEC and the Shire.

The MOU is intended to be an administrative document which seeks to ensure mutually beneficial and efficient working arrangements, and to clarify the roles of the Shire and DEC. It is not intended to be used as a 'rule book'. Cooperative win-win solutions to problems or issues that may arise in regard to the Bibbulmun Track within the Shire are encouraged. Both parties agree to work together to ensure the Bibbulmun Track within Shire lands is suitable to the requirements of both parties, now and into the future.

DESCRIPTION OF PARTIES

The Shire's long term vision comprises:

1. Character and lifestyle sustained through careful planning
2. A robust economy, based on local resources and skills.
3. A caring, cohesive community.
4. An expanded range of educational services.
5. A very attractive district to visit.

DEC's vision is for a healthy, diverse and well-managed environment with a mission of working with the community, to ensure that Western Australia's environment is valued, protected and conserved, for its intrinsic value, and for the appreciation and benefit of present and future generations.

BACKGROUND

The Bibbulmun Track is a 963km long distance walk trail that passes through the Shire on its route from Kalamunda to Albany. DEC is the body responsible for the overall development and management of the Bibbulmun Track. However, the Track's success relies on many other individuals, groups and organisations, including the Shire, to help facilitate experiences that meet the needs and expectations of local communities and visitors.

The Bibbulmun Track is aligned mostly on land managed by DEC but in some areas it utilises land that is the responsibility of the Shire. Pre-existing and purpose-built trail and facilities within the Shire enable the Bibbulmun Track users to actively enjoy many of the spectacular natural attractions in the area. Trail through Shire land is necessary for the connectivity of the Bibbulmun Track; and it brings Bibbulmun Track users into town sites and settlements where services can be made use of. Visitors and residents that use the Bibbulmun Track and associated services contribute to the Shire's economic, social and environmental development.

SCOPE AND TERM OF THE MOU

This MOU relates only to lands vested in, or managed by, the Shire (including Unallocated Crown Land within town site boundaries) through which the Bibbulmun Track traverses. It covers access to those lands and the roles and responsibilities of both parties in relation to the Bibbulmun Track on those lands.

The MOU cannot restrict either party or any other in the performance of its statutory functions or the execution of its statutory rights, duties or powers. In all respects, other than those roles and responsibilities identified in this MOU as transferred to DEC, responsibility for the administration and management of Shire land remains with the Shire, who has lawful responsibility for these functions under the Local Government Act 1995 (WA) and Land Administration Act 1997 (WA).

The MOU constitutes an agreement between the parties. It may be modified, altered, revised, extended or renewed at any time by mutual written consent of both parties. Amendments must be signed and dated by both Principle Parties.

The MOU will remain in place from the date of signature by both parties until it is replaced with a revised memorandum. It may be cancelled by either party by providing 90 days written notice.

FUNCTIONS AND OBJECTIVES OF THE MOU

This MOU acknowledges that:

- (a) some lands which are being utilised for the Bibbulmun Track are vested in, or managed by, the Shire;
- (b) the Shire grants access to these lands to DEC, its officers, employees, contractors, Department of Corrective Services work crews and maintenance volunteers for purposes of maintenance and approved development of the Bibbulmun Track;
- (c) the Shire grants access to these lands to the general public for the purpose of walking on the Bibbulmun Track;
- (d) DEC will release and indemnify the Shire from:
 - (i) liability for any damage, loss, injury or death occurring on the Bibbulmun Track caused by DEC's negligent act; and
 - (ii) any action, claim, cost, demand or judgment arising from any damage, loss, injury or death caused by DEC's negligent act,except to the extent that the Shire caused or contributed to the damage, loss, injury or death by their omission, act or negligence; and
- (e) DEC must have current public risk insurance cover which includes all parts of the Bibbulmun Track and must provide details of the policy when required to do so by the Shire.

DEFINITIONS AND INTERPRETATIONS

DEC-constructed means all parts of the Bibbulmun Track, including structures and signs, which have been constructed or erected by or on behalf of DEC.

Class three walking track (as per Australian Standard 2156.1—2001) means a slightly modified track in a natural environment with limited interpretive signage and facilities. Some sections may be hardened. Track is generally less than 1.2 metres.

Class four walking track (as per Australian Standard 2156.1—2001) means a defined track within a relatively undisturbed environment with minimal facilities and no interpretive signage. Encounters with fallen debris and other obstacles are likely.

ROLES AND RESPONSIBILITIES OF THE PARTIES

Joint

- (a) Sharing information and collaborating regarding the Bibbulmun Track and associated Shire lands including tenure changes, realignments, major maintenance issues, trail closures, fire management and anything which may impede or impact the normal use of the Bibbulmun Track;
- (b) determining safe road crossing locations on new parts of the Bibbulmun Track; and
- (c) informing the Western Australian Police, the lead agency for search and rescue operations on the Bibbulmun Track, of any person believed to be lost on the Track, and working with the Western Australian Police when requested by them to do so.

DEC

- (a) Overall planning, development and management of the Bibbulmun Track;
- (b) Annual visitor risk management (VRM) inspection of all DEC-constructed structures (stiles, trailheads, shelters etc);
- (c) VRM inspection of the whole Bibbulmun Track once every three years;
- (d) communication of relevant VRM issues to the Shire;
- (e) maintenance, as required, of all DEC-constructed structures and all sections of the Bibbulmun Track agreed to be the responsibility of DEC (Appendix I) so that they are safe for use by walkers. This includes all parts of the Bibbulmun Track which are not overlain by designated Shire trails and which are for walking use only.
- (f) maintenance of Bibbulmun Track campsites for fire protection by clearing combustible material from around shelter, tanks and toilet to a minimum three (3) meters;
- (g) design, placement and maintenance of all Bibbulmun Track signage and markers in line with applicable Shire guidelines;

- (h) obtaining the required approvals for Bibbulmun Track construction including environmental and cultural assessments;
- (i) ensuring the Bibbulmun Track is constructed to a standard compliant with best design guidelines and environmental standards; and
- (j) training, insurance cover and support for trail volunteers.

Note: DEC's VRM and maintenance program aims to ensure that the Bibbulmun Track safe for *walkers* only. DEC aims to maintain the Bibbulmun Track to the standard of a class three or class four walking track. The Shire should not rely on DEC's VRM and maintenance program to manage for use by non-walkers or on higher standard walk trails.

The Shire

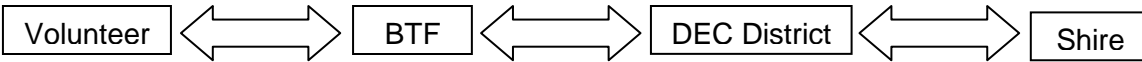
- (a) Management of Shire land and assets utilised by the Bibbulmun Track, including all tracks, paths, roads and other assets that were constructed by, or on behalf of, the Shire; and
- (b) VRM associated with the structural safety of Shire-constructed assets including, but not limited to, bridges, jetties, roads, paths and structures that are utilised by the Bibbulmun Track; and
- (c) maintenance, as required, of all Shire-constructed structures and all sections of trail agreed to be the responsibility of the Shire so that they are safe for use by walkers. This includes all dual or multiple use sections of the Bibbulmun Track (roads, bituminised paths, firebreaks etc) as well as the Little River Walk Trail and the Sheila Hill Memorial Trail (Appendix II).

Note: the Shire may maintain structures and sections of trail to a higher standard or for non-walking uses if applicable but is under no obligation to do so under this agreement.

COMMUNICATION PROCESS FOR MAINTENANCE ISSUES

The Shire will become aware of maintenance requirements through their own inspection regime and also through the relevant DEC District who will communicate applicable information to the Shire arising from their own VRM inspections and from inspections carried out by Bibbulmun Track Foundation (BTF) volunteers. The communication process of VRM issues between BTF volunteers, DEC Districts and the Shire will be:

Volunteers communicate maintenance issues to the Districts via the Bibbulmun Track Foundation. DEC Districts communicate maintenance issues to the Shire. Volunteers are not to contact the District or Shire directly.



Maintenance volunteers report issues through the following process:

1. Volunteers complete a Track Maintenance Report Form
2. The volunteer forwards the completed form to the Bibbulmun Track Foundation (BTF)
3. The BTF collates the forms and inputs maintenance issues into a spreadsheet
4. The summary spreadsheet is sent to each District once per month
5. A summary of maintenance issues applicable to the Shire is sent to the Shire once per month
6. Shire reports back to the District on action taken every quarter
7. Each District sends summary back to BTF with any maintenance amendments every quarter.

Any issue that relates to safety and VRM is immediately forwarded to the District via the Bibbulmun Track Foundation. The District will immediately communicate the issue to the Shire if applicable.

DISPUTES

Each of the parties agrees to use its best efforts to resolve disputes.

Any disputes that arise in relation to implementation and operation of the MOU and its activities will be reported to the MOU Principle Contacts, who will attempt to resolve the problem.

If a dispute cannot be resolved by the MOU Principle Contacts each party will advise the other the nature and substance of the issue in dispute. The parties agree to then attempt to resolve the dispute through negotiation between appropriate officers, key managers or Directors.

If the parties are still unable to resolve the dispute between them, each party agrees that the dispute must be referred for mediation, at the request of either party, to:

- (a) a mediator agreed on by the parties; or
- (b) if the parties are unable to agree on a mediator within 7 days after acknowledging that a mediator is needed, a mediator nominated by the then current Chairman of the Institute of Arbitrators and Mediators Australia, Western Australian Chapter or the Chairman’s nominee.

Each party must bear its own costs of complying with this clause and the parties must bear equally the costs of any mediator engaged. If in relation to a dispute a party breaches any provision of this clause, the other party need not comply with this clause in relation to that dispute.

PRINCIPLE PARTIES

DEPARTMENT OF ENVIRONMENT AND CONSERVATION	SHIRE OF DENMARK
<p><i>Trails Coordinator</i></p> <p>Recreation and Trails Unit</p> <p>P: (08) 9334 0265</p> <p>F: (08) 9334 0100</p> <p>E: recreationandtrails@dec.wa.gov.au</p> <p><i>Parks and Visitor Services Coordinator</i></p> <p>DEC Frankland District</p> <p>P: (08) 9840 0400</p> <p>F: (08) 9840 1251</p> <p>E: frankland.district@dec.wa.gov.au</p>	<p><i>Director of Infrastructure Services</i></p> <p>Infrastructure Services</p> <p>P: (08) 9848 0300</p> <p>F: (08) 9848 1985</p> <p>E: enquiries@denmark.wa.gov.au</p>

SIGNATURES

In the spirit of cooperation and collaboration in which this MOU has been entered into, and with the mutual understanding that this is a voluntary working agreement, the following individuals acting on behalf of their respective organisations accept the terms and conditions stated in this MOU.

**Jim Sharp – Deputy Director General
Parks and Conservation**

**Dale Stewart – Chief Executive
Officer**

Department of Environment and
Conservation

Shire of Denmark

Signature

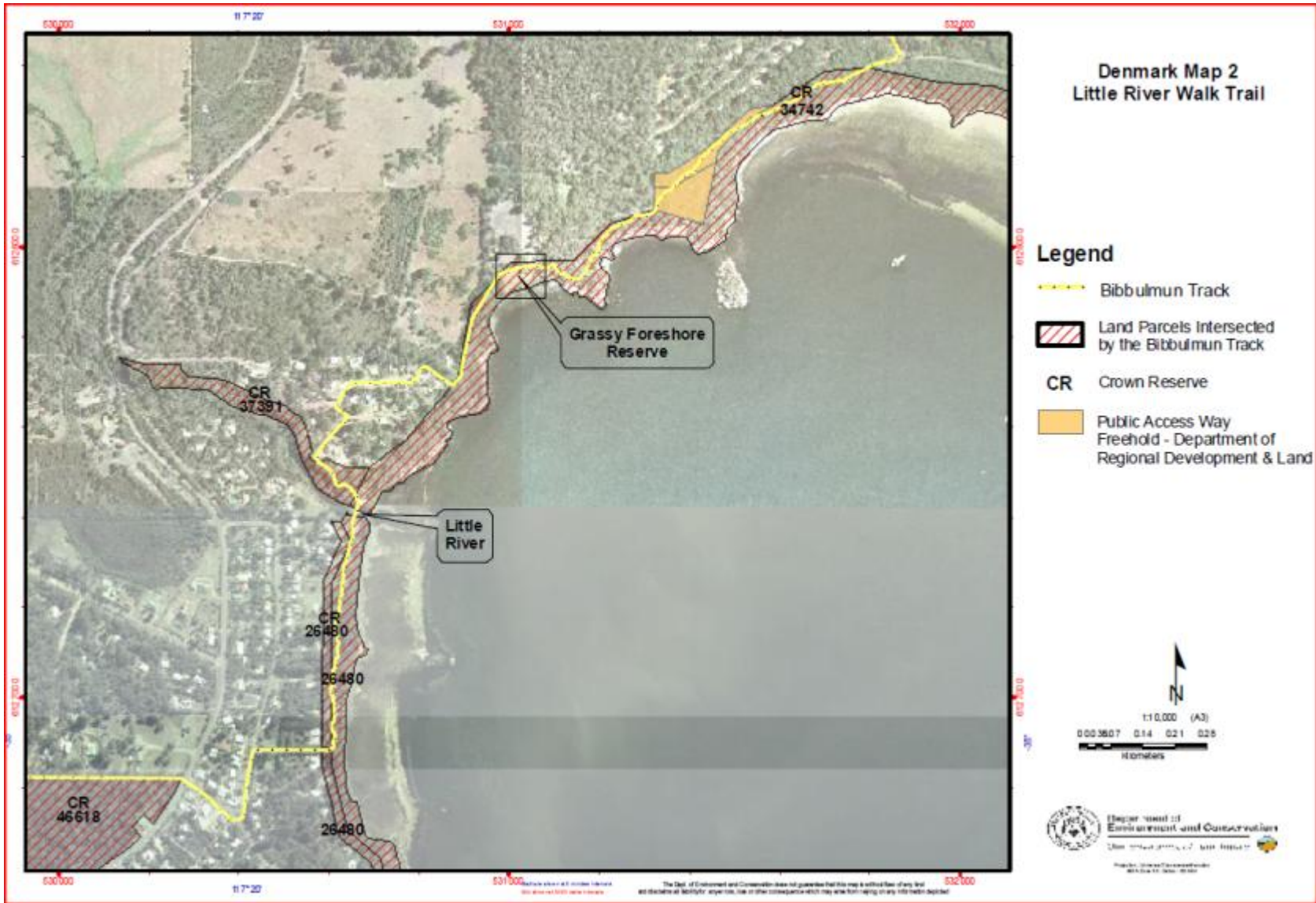
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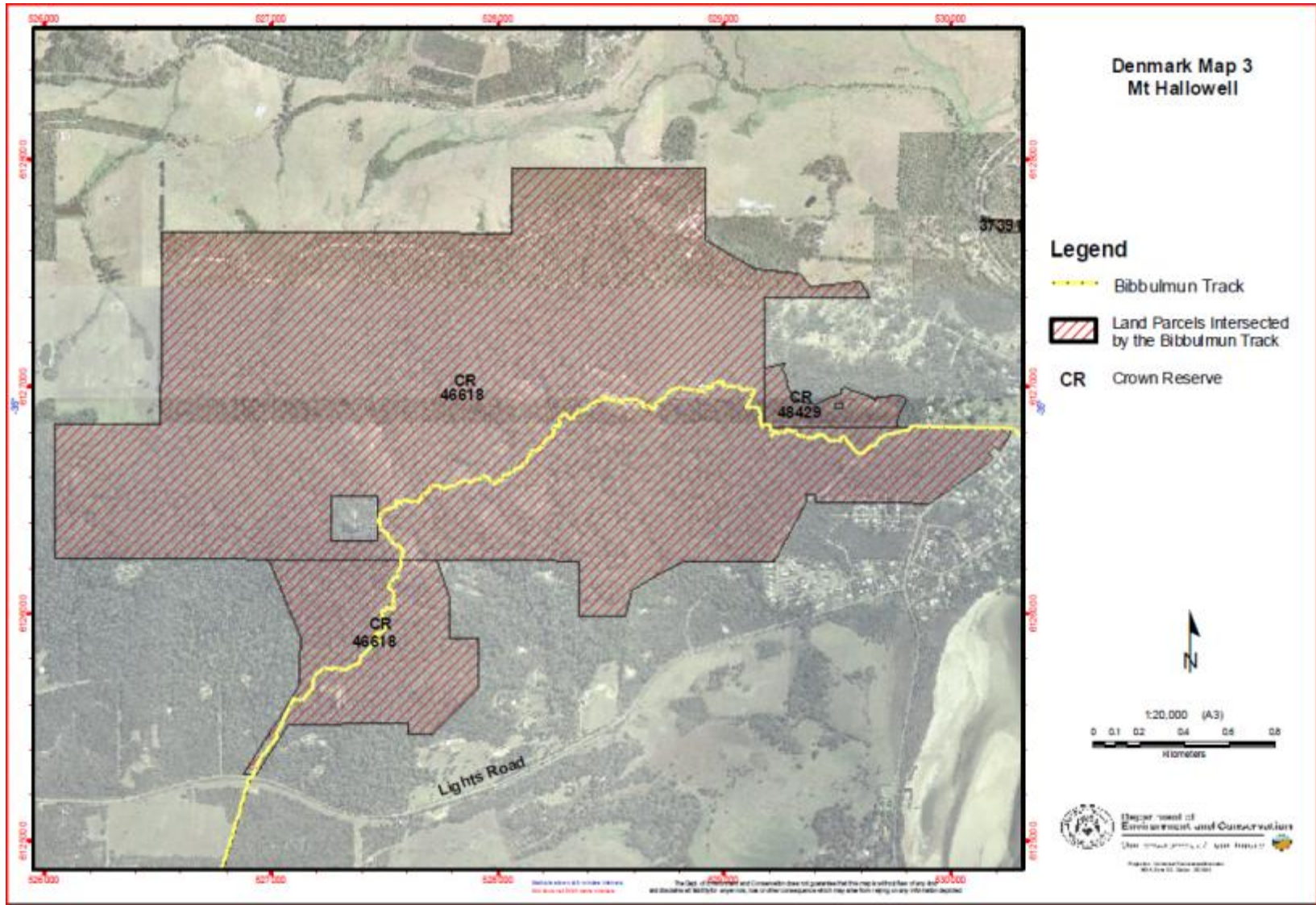
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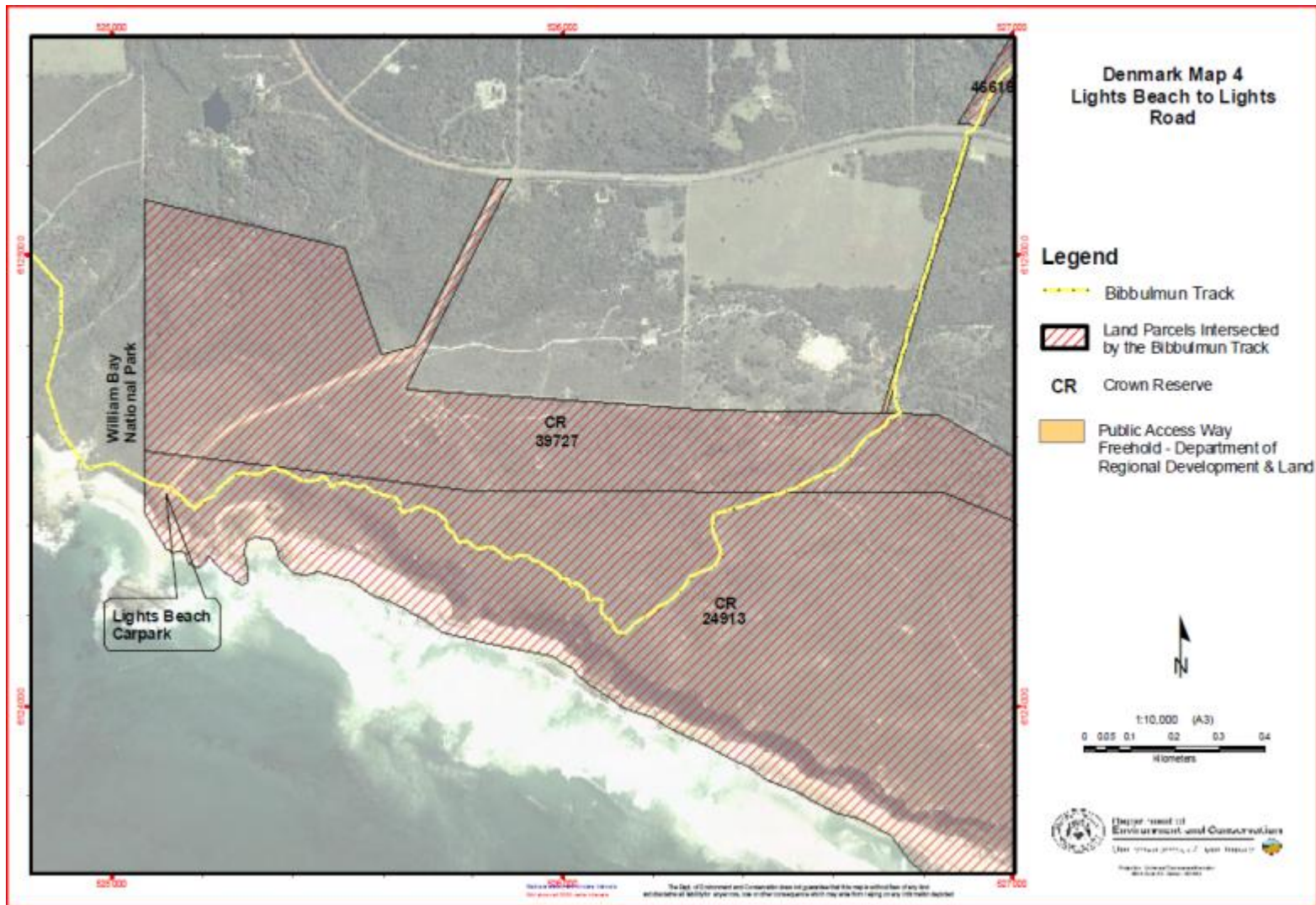
APPENDIX 1: Maps 1-3 - Crown Reserves vested in the Shire where the Shire is responsible for maintenance of the Bibbulmun Track

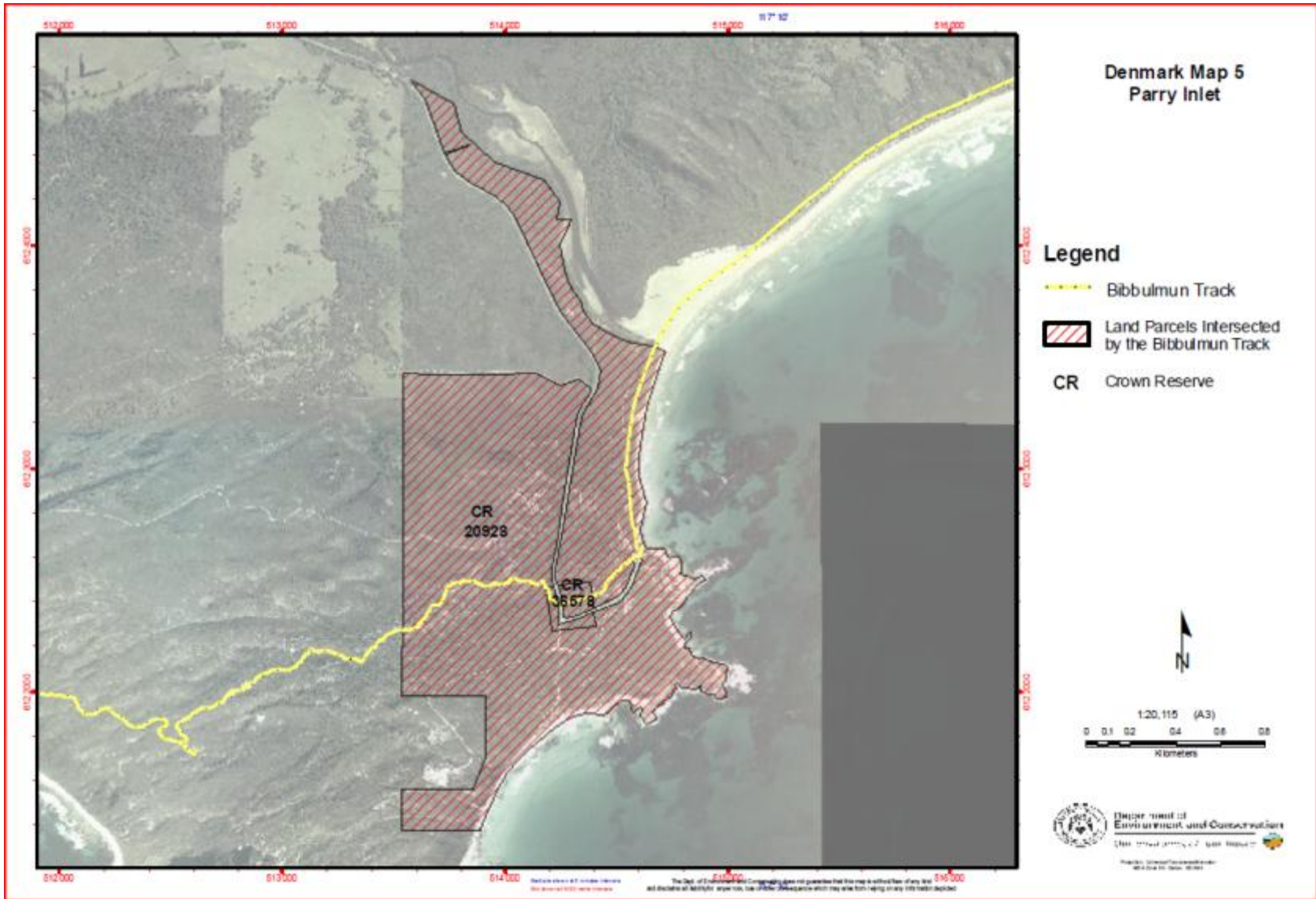


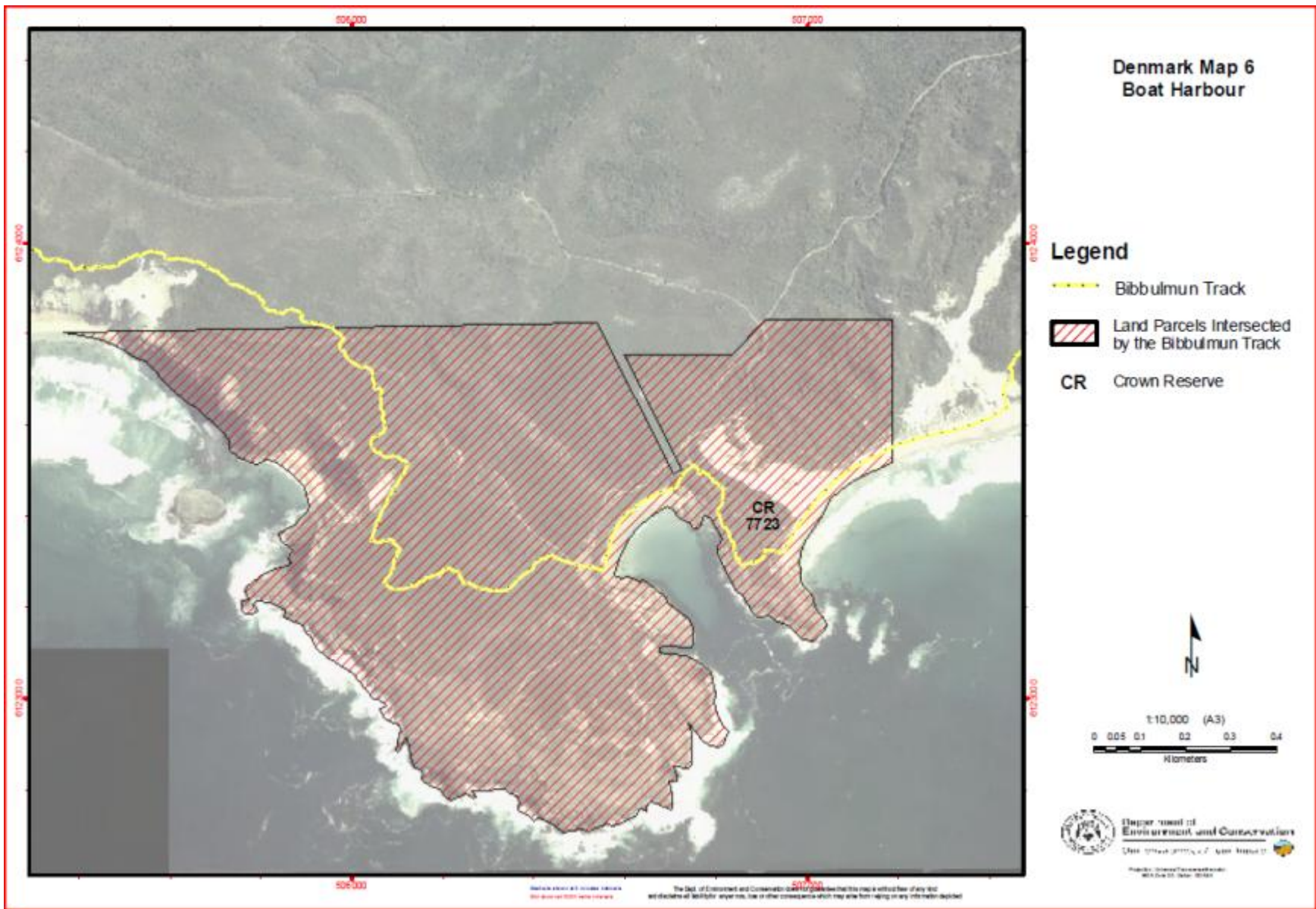


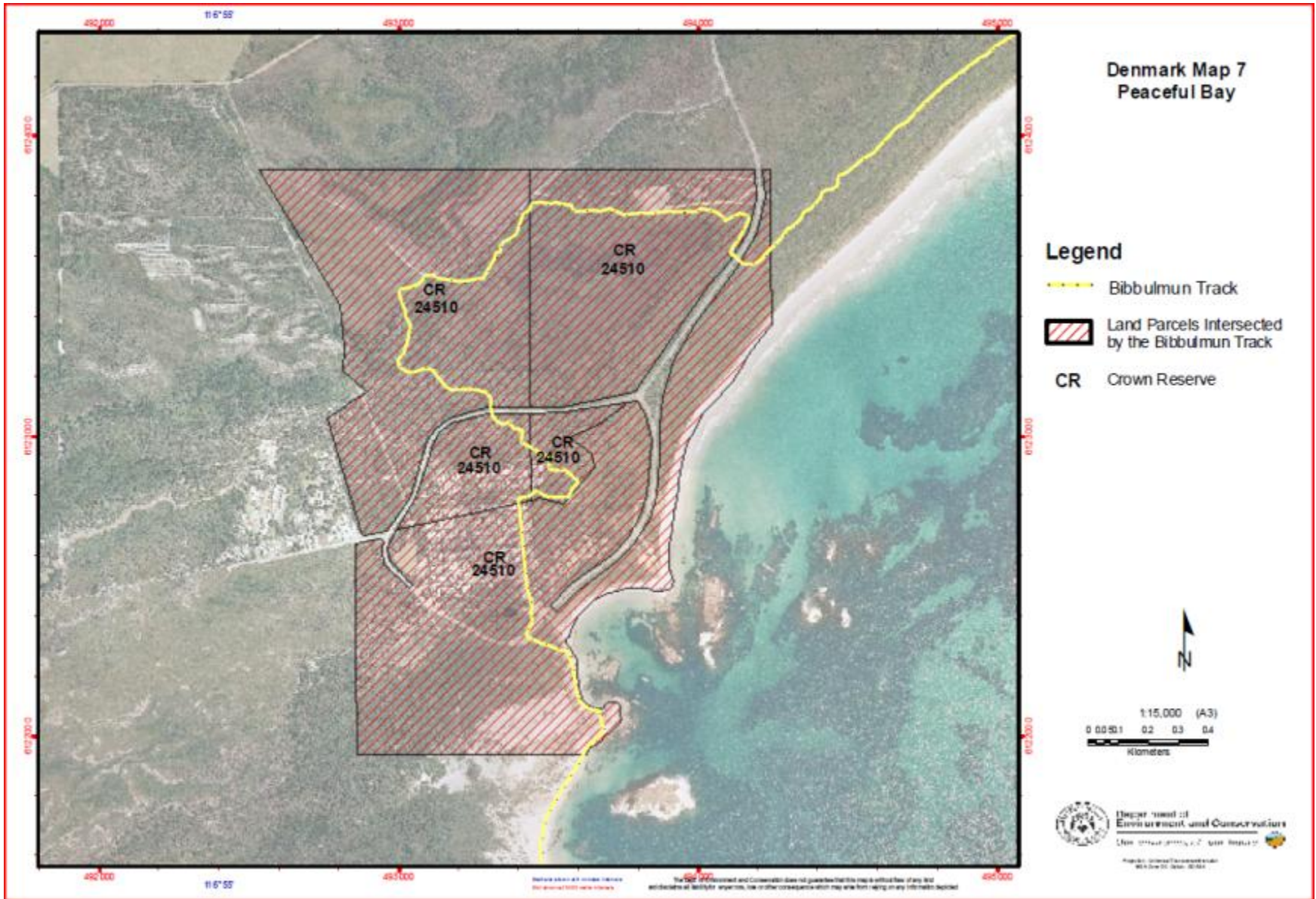


APPENDIX 2: Maps 4-7 – Crown Reserves vested in the Shire where DEC is responsible for maintenance of the Bibbulmun Track









APPENDIX 3: CROWN RESERVES VESTED IN SHIRE OF DENMARK

RESERVE NUMBER	PIN	SURVEY LOT	DESCRIPTION	RESERVE VEST	ADDRESS	LOCALITY	CENT LAT	CENT LONG
CR 24510	1180744 & 477184	Lot 1424 on plan 202471	Peaceful Bay	Management Order Shire of Denmark	L 1424 Peaceful Bay Rd	Peaceful Bay	-35.03179	116.92391
	1180743	Lot 1423 on plan 240012		Management Order Shire of Denmark	694 Peaceful Bay Rd	Peaceful Bay	-35.0361	116.92922
	477185	Lot 2229 on plan 240012		Management Order Shire of Denmark	1 Peaceful Bay Rd	Peaceful Bay	-35.03969	116.92831
	477189	Lot 1423 on plan 240012		Management Order Shire of Denmark	694 Peaceful Bay Rd	Peaceful Bay	-35.03064	116.93145
CR 7723	590313	Lot 7594 on plan 91575	Boat Harbour	Vest Shire of Denmark (Term expiring 30/04/2012)		Parryville	-35.0322	117.07017
CR 24913	590586	Lot 7625 on plan 216756	Reserve Immediately East Of William Bay Np (Most Southern)	Vest Shire of Denmark WPL (21yrs) Minister approval required	900 Ocean Beach Rd	Ocean Beach	-35.03106	117.31315
CR 39727	590587	Lot 7622 on plan 14650	Reserve Immediately East Of William Bay Np	Shire of Denmark	L 7622 Lights Rd	Ocean Beach	-35.02014	117.28293
CR 46618	1017167	Lot 7560 on plan 14502	Mt Hallowell Reserve	Vest Shire of Denmark	L 7560 Lights Rd	Ocean Beach	-35.00954	117.30077
	11020971	Lot 8065 on plan 220923		Vest Shire of Denmark		Ocean Beach	-34.99939	117.30855
CR 48429	11478547	Lot 300 on plan 47512	Next to Mt Hallowell, south of Pember Rd (track just enters corner)	Management Order Shire of Denmark		Ocean Beach	-34.99996	117.3227
CR 26480	1057556	Lot 1027 on plan 190304	Foreshore reserves between Rainbow Close and Little River (Little River Walk Trail)	Vest Shire of Denmark		Ocean Beach	-34.99783	117.33533
	590959	Lot 6875 on plan 240041		Vest Shire of Denmark		Ocean Beach	-35.00624	117.3346
	590818	Lot 7343 on plan 240041		Vest Shire of Denmark		Ocean Beach	-35.00145	117.33582
CR 34742	591201	Lot 7362 on plan 240085	Foreshore reserve north of Little River (Little River Walk Trail)	Vest Shire of Denmark		Denmark	-34.98719	117.35046

RESERVE NUMBER	PIN	SURVEY LOT	DESCRIPTION	RESERVE VEST	ADDRESS	LOCALITY	CENT LAT	CENT LONG
CR 37391	590884	Lot 7493 on plan 13456	Between Little River and Maraveen Rd (Little River Walk Trail)	Vest Shire of Denmark	L 7493 Ocean Beach Rd	Ocean Beach	-34.99308	117.33323
CR 41224	1010034	Lot 7663 on plan 16958	If Crowea Rd continued west and Anning Rd continued south their junction would be at The SW corner of this reserve	Vest Shire of Denmark	18 Crowea Rd	Denmark	-34.98263	117.35481
	1056835	Lot 7786 on plan 17650		Vest Shire of Denmark	L 7786 Roberts St	Denmark	-34.97977	117.35912
CR 46562	1355781	Lot 1099 on plan 26077	West of Inlet Drive	Vest Shire of Denmark	20 Inlet Dr	Denmark	-34.97769	117.36089
CR 42507	1081703	Lot 1029 on plan 218245	Wilson Inlet Heritage Trail	Management Order Shire of Denmark	39 Pierce St	Denmark	-34.97258	117.35643
CR 14376	593125	Lot 1082 on plan 193667	Foreshore reserve immediately south of Denmark Rivermouth. Contains Bibbulmun Track trailhead	Vest Shire of Denmark WPL (21yrs)	1 Inlet Dr	Denmark	-34.97234	117.3669
CR 20928	11522030	Lot 304 on plan 49014	These are Parry Inlet Campground and surrounding land to Parry Inlet. Lot 304 is biggest and it contains lot 307 (west and south of Parry Inlet Rd) and 308 (east and north of Parry Inlet Rd)	Management Order Shire of Denmark	L 304 Parry Rd	Parryville	-35.03815	117.15474
CR 36578	11522027	Lot 308 on plan 49014		Vest Shire of Denmark WPL(21yrs) Ministers consent required	L 308 Parry Rd	Parryville	-35.04081	117.15697
	11522028	Lot 307 on plan 49014		Vest Shire of Denmark WPL(21yrs) Ministers consent required	L 307 Parry Rd	Parryville	-35.04192	117.15682
CR 30277	11211863	Lot 952 on plan 39348	Lot just south of the trailhead (on Inlet Drive). Used for Wilson Heritage Trail.	Vest Shire of Denmark WPL(21yrs) Ministers consent required		Denmark	-34.97137	117.365

APPENDIX 4: ROAD RESERVES - SHIRE RESPONSIBILITY TO MAINTAIN

RESERVE	PIN	DESCRIPTION	LOCALITY	CENT_LAT	CENT_LONG
Rd Reserve	1195434	Little River Rd	Ocean Beach	-34.99298	117.33484
Rd Reserve	1195435	Maraveen Pl	Ocean Beach	-34.994	117.33528
Rd Reserve	1195436	Ridley Pl	Ocean Beach	-34.99282	117.33664
Rd Reserve	1210533	Ocean Beach Rd	Ocean Beach	-34.99892	117.33252
Rd Reserve	11249168	Anning Rd	Denmark	-34.98166	117.35253
Rd Reserve	11249173	Berridge St	Denmark	-34.98396	117.3505
Rd Reserve	11249180	Roberts St	Denmark	-34.97934	117.3607
Rd Reserve	11249182	Inlet Drv	Denmark	-34.9864	117.35046
Rd Reserve	11249183	Campbell Rd	Denmark	-34.98023	117.34615
Rd Reserve	11258302	Rainbow Cls	Ocean Beach	-35.00023	117.33434
Rd Reserve	11258303	Ministerly Rd	Ocean Beach	-34.99575	117.33342
Rd Reserve	11258305	Cotswold	Ocean Beach	-35.00128	117.33257
Rd Reserve	11436138	Inlet Drv	Denmark	-34.97343	117.36566
Rd Reserve	11746688	Lights Rd	Ocean Beach	-35.01401	117.3094
Rd Reserve	477235	Track in Quaram Nature Res - South of Irwin Inlet	Bow Bridge	-35.00654	116.97535
Rd Reserve	1180741	Peaceful Bay Rd	Peaceful Bay	-35.0346	116.93058
Rd Reserve	1285408	Rd Res sth of Sth Coast Hwy near Nut Rd	Nornalup	-34.99968	116.8855
Rd Reserve	1285409	Rd Res sth of Sth Coast Hwy east of Nut Rd	Bow Bridge	-34.99459	116.90941
Rd Reserve	11522025	Parry Rd	Parryville	-35.0301	117.15685
Rd Reserve	11774431	Rd Res off Mazzoletti Beach	William Bay	-35.01625	117.20776
Rd Reserve	11639374	Rd inside Walpole-Nornallup NP	Nornalup	-35.03395	116.85568
Rd Reserve	11639371	Ficifolia Rd in Walpole-Nornallup NP	Peaceful Bay	-35.02773	116.8777
Rd Reserve	11774426	William Bay Rd in William Bay NP	William Bay	-35.01594	117.22939
Rd Reserve	11723992	Rame Head Rd	Peaceful Bay	-35.04086	116.9044
Rd Reserve	11723990	Peaceful Bay Rd	Peaceful Bay	-35.03117	116.93477

APPENDIX 5: UNALLOCATED CROWN LAND WITHIN SHIRE TOWNSITE BOUNDARY - SHIRE RESPONSIBILITY TO MAINTAIN

RESERVE	PIN	DESCRIPTION	LOCALITY	CENT_LAT	CENT_LONG
UCL	593096	Within townsite boundary - track enters southern edge and north eastern edge near Wilson Inlet Heritage Trail	Denmark	-34.9767	117.35856

