
The State of Queensland acting through the
Department of Transport and Main Roads

Sunshine Coast Regional Council

Memorandum of Understanding – Sunshine Coast Public Transport

Detailed Business Case

Contents

1	Definitions	2
2	Purpose and relationship	3
3	Duration	4
4	Key commitments	4
4.1	Cooperation and governance	4
4.2	Scope	5
4.3	State Obligations and Responsibilities	6
4.4	Council Obligations and Responsibilities	7
4.5	Budget and contributions	7
4.6	Procurement	8
5	Disclosure and use of Confidential Information	8
5.1	Confidentiality	8
5.2	Permitted disclosures	8
5.3	Public announcements	9
5.4	Issues Resolution	9
5.5	Survival	9
Annexure A - Governance Structure		1

Parties

The State of Queensland acting through the Department of Transport and Main Roads ABN 39 407 690 291 of 61 Mary Street, Brisbane, Queensland (**TMR**)

Sunshine Coast Regional Council ABN 37 876 973 913 of 1 Omrah Avenue, Caloundra, Queensland (**Council**)

Background

- A The Australian and Queensland governments, along with Sunshine Coast Regional Council (Council) have committed \$5 million each, totalling \$15 million for the delivery of the Detailed Business Case of the Sunshine Coast Public Transport (SCPT) project.
- B The population of the Sunshine Coast is expected to grow from 336,000 (2020) to more than 518,000 by 2041. Much of this population is expected to occur along the coast between Maroochydore and Caloundra which will require more sustainable transport options.
- C The South East Queensland (SEQ) Regional Plan (*ShapingSEQ*) identifies a need for an additional 87,000 dwellings to accommodate the population growth expected by 2041.
- D Council undertook a Strategic Business Case for a Mass Transit System that was endorsed by Council in 2019.
- E Since 2019, Council has continued to progress its planning for mass transit, culminating in Council's endorsement of the Mass Transit Options Analysis on 20 October 2021.
- F Council's Mass Transit Options Analysis compared five options for an enhanced public transport connection between Maroochydore and the Sunshine Coast University Hospital, Birtinya with a future extension to Caloundra. These options included Bus Rapid Transit, Light Rail, Wireless Light Rail, Trackless Tram and Quality Bus Corridor.
- G TMR is leading the development of a Detailed Business Case for the Sunshine Coast Public Transport project. The Detailed Business Case will include a detailed analysis of the shortlisted options identified in the Mass Transit Options Analysis (and any additional options, if necessary) to confirm the preferred option or to recommend a new preferred option for the SCPT project. Once a preferred option is confirmed, the Detailed Business Case will provide a comprehensive assessment of the preferred option
- H TMR and Council acknowledge that they will work collaboratively in order for the Detailed Business Case to be prepared. This MOU sets out principles for how TMR and Council will cooperate during the Detailed Business Case phase.

- I TMR has developed a draft Southern Sunshine Coast Public Transport Strategy. The Strategy provides the wider network context and public transport network vision into which the SCPT project would fit.
- J Key principles for the development of the Detailed Business Case on which the TMR's and Council's involvement is predicated include:
- (a) Full disclosure to relevant State agencies, Ministers, State Cabinet and the Council throughout the course of the business case, within an appropriate confidentiality framework.
 - (b) The Detailed Business Case is being conducted from TMR Offices located in Maroochydore as appropriate.
 - (c) The scope of works for the Detailed Business Case will facilitate integration of holistic outcomes such as transport network connectivity and transport-orientated and other developments along and around the route selected.
 - (d) As part of its contribution, Council will provide in-kind contributions to support the development of the Detailed Business Case.
 - (e) Only legitimate study expenses invoiced and subsequently certified by the Project Director as being consistent with the agreed budget will be drawn down progressively against all parties' contributions.
- K Subject to the acceptance by the State of the outcomes of the Detailed Business Case, a further Memorandum of Understanding (MOU) may be developed outlining procurement, long-term ownership and operational and associated issues.
- L The parties agree to use their best endeavours to progress the Detailed Business Case in a timely manner as determined by the Project Director in consultation with the Project Executive Group and Project Control Group and in accordance with the principles contained in this MOU.

Terms

1 Definitions

In this MOU these terms have the following meanings:

Business Case Development Framework	The Business Case Development Framework as published by Queensland Treasury (Project Assessment Framework (PAF)) and Infrastructure Australia's Assessment Framework from time to time.
Business Day	A day which is not a Saturday, Sunday or bank or public holiday in Brisbane.

Consultancy	A contract or other arrangement with a third party entered into relating to the preparation of the Detailed Business Case for the purpose of this MOU.
Detailed Business Case	A detailed business case (within the meaning of the Business Case Development Framework)
DITRDCA	Australian Government Department of Infrastructure, Transport, Regional Development, and Communications and the Arts (DITRDCA)
Government Project Team	The team established by TMR to lead the development of the DBC.
Mass Transit Project	A medium capacity transit system with dedicated rights-of-way (such as light rail, bus rapid transit or other public transport system for the Sunshine Coast.
MOU	This memorandum of understanding (including all annexures).
Options Analysis	The Options Analysis led by Council in relation to a potential Mass Transit Project
Project Executive Group - SCPT	The Steering Committee for the SCPT, which includes membership from TMR, Queensland Treasury, DITRDCA and Council at senior officer level.
Queensland Procurement Policy	The Queensland Procurement Policy as published by the Queensland Government from time to time.
Strategic Business Case	The strategic business case led by Council in relation to a potential Mass Transit Project.
Sunshine Coast	Council's local government area (as defined under the <i>Local Government Act 2009</i> (Qld)) but may also include adjacent or nearby areas as TMR and Council together consider necessary or desirable.

2 Purpose and relationship

- (a) The purpose of this MOU is to set out the manner in which the State and Council will work in partnership to support the development of a Detailed Business Case for the Sunshine Coast Public Transport (SCPT) project, previously known as Sunshine Coast Mass Transit project. Subject to the acceptance by the State of the outcomes, the Detailed Business Case will determine how the project will be delivered and define a preferred transport mode and alignment for the project.

- (b) TMR and Council undertake, in good faith, to work together, collaborate and cooperate for the purpose of supporting the preparation of the Detailed Business Case.
- (c) This MOU describes principles relating to how TMR and Council will do so.
- (d) TMR and Council will enter into a separate Funding Agreement to set out the details of the funding to be provided by each of them for the Detailed Business Case.

3 Duration

- (a) This MOU commences on the date it is last signed by the parties (**Commencement Date**).
- (b) The MOU will cease to have effect in the event that the SCPT Project Executive Group determines that the Detailed Business Case is completed or is not required to be completed.
- (c) Should either party choose not to proceed further with the Detailed Business Case, the other party may, at its discretion, elect to complete the Detailed Business Case at its own expense.
- (d) Should either party choose not to proceed with the Detailed Business Case, any outstanding liabilities at the time of that decision, would remain the joint responsibility of both parties in accordance with the terms of this MOU.
- (e) In the absence of any of the other circumstances outlined in this section, this MOU will expire on 30 June 2025.

4 Key commitments

4.1 Cooperation and governance

- (a) The parties will meet as often as reasonably necessary:
 - to ensure the achievement of **clause 2(a)**;
 - to establish the overarching scope of works for the Detailed Business Case and provide updates regarding progress with respect to the scope of works, project milestones, and processes for the purpose of this MOU and the Detailed Business Case; and
 - to support and achieve the timely preparation of the Detailed Business Case.
- (b) The parties may act through their respective officers or other authorised representatives or delegates.
- (c) The proposed governance structure between the parties for their work supporting preparation of the Detailed Business Case is set out in

annexure A. The parties will participate in and comply with that governance structure unless and until otherwise agreed by the parties.

- (d) The parties acknowledge and agree that the governance structure set out in **annexure A** is proposed only and the parties will co-operate to refine (including, where appropriate, to simplify) that governance structure if it is reasonably necessary to do so.

4.2 Scope

- (a) This MOU is limited in its intent to the development of the Detailed Business Case for the SCPT project. The Detailed Business Case will, amongst other things, define an optimum alignment for the project detailing transport mode, cost, delivery strategy, and staging opportunities. TMR will develop a comprehensive communications and stakeholder engagement plan which will facilitate opportunities for community engagement as part of development of the Detailed Business Case. The outcomes of the finalised Detailed Business Case will be made public at the conclusion of the business case process.
- (b) Any environmental issues highlighted as part of the Detailed Business Case will be subject to relevant environmental approval processes. These will be undertaken independent of this MOU and will not in any way be constrained by this MOU.
- (c) The Detailed Business Case will duly consider opportunities for betterment of integrated land use, place-making and complementary infrastructure outcomes.
- (d) The parties will agree a scope of work and project plan for the financial and in-kind contributions from Council to support and achieve preparation of the Detailed Business Case, and will, once agreed, comply with and keep current that scope of work and project plan.
- (e) The scope of work and project plan in **clause 4.2(d)** to be agreed must:
- be generally in accordance with the process for the preparation of the Detailed Business Case, which will reflect the Queensland Government's Business Case Development Framework and Project Assessment Framework
 - be sufficiently detailed and clear, accountable and transparent;
 - be capable of being monitored and measured for compliance and managed to satisfy any probity requirements; and
 - have a reasonable prospect of supporting and achieving completion of the Detailed Business Case consistent with this MOU by no later than 30 June 2025 (or such other date as agreed by the parties).
- (f) The parties acknowledge that the scope of work and project plan in **clause 4.2(d)** may need to be reviewed and adjusted as preparation of the Detailed Business Case progresses.

4.3 State Obligations and Responsibilities

- (a) The State will lead the development of the Detailed Business Case in accordance with this MOU and will work in partnership with Council to enable the Detailed Business Case to be progressed in a timely manner and in accordance with the project timetable.
- (b) The State will engage a Program Director to lead the Government Project Team. The State will also make available departmental representatives from TMR and other Government Departments, as required, and to act as liaison with these respective Government Departments. The State retains the right to substitute its Government Project Team representatives as required.
- (c) TMR will provide administrative and procurement support for the development of the Detailed Business Case. This will include:
 - The provision of appropriate office accommodation for the duration of the Detailed Business Case; and
 - Engagement of consultants to undertake the Detailed Business Case in line with the project scope and budget as agreed by the State subject to each consultancy operating under the direction of the Program Director.
- (d) The State's agreement will be required on all aspects of the Detailed Business Case including the scope of works and detailed budget.
- (e) The State will implement a conflict of interest and confidentiality framework (probity plan) as agreed with the probity advisor, which ensures appropriate confidentiality and probity principles can be maintained throughout the Detailed Business Case development.
- (f) The State will ensure and enforce the Detailed Business Case governance protocols with respect to probity and exclusivity of consultants.
- (g) The State will nominate appropriate representatives for the various governance groups.
- (h) The State will not be constrained in implementing its own plans, policies and actions in relation to transport, including but not limited to planning, roadworks, infrastructure, services and traffic management. The State is prepared to consider any proposals that may enhance or benefit its own plans, policies and actions in relation to transport services.
- (i) The State will disclose all relevant study material to Council throughout the course of the Detailed Business Case within an agreed confidentiality framework and within the constraints of any existing confidentiality requirements. It is not intended that Cabinet or other internal State Government documents would be disclosed.

4.4 Council Obligations and Responsibilities

- (a) Council will support the development of the Detailed Business Case in accordance with this MOU and will work in partnership with the State to enable the Detailed Business Case to be progressed in a timely manner in accordance with the project timetable.
- (b) Council will implement a conflict of interest and confidentiality framework as agreed with the probity advisor, which ensures appropriate confidentiality and probity principles can be maintained throughout the Detailed Business Case development.
- (c) Council will make staff available for the Government Project Team as agreed. Council retains the right to substitute staff made available to the Government Project Team as required.
- (d) Council will nominate appropriate representatives to the SCPT project Control Group and Project Executive Group.
- (e) Council will disclose all relevant study material to State agencies, Ministers and State Cabinet throughout the course of the Detailed Business Case within an agreed confidentiality framework and within the constraints of any existing confidentiality requirements. It is not intended that internal Council documents would be disclosed.
- (f) Council will consider its contribution to the delivery of the SCPT project during business case development. It is expected that appropriate resources, data and potential office accommodation for relevant Council staff involved in the SCPT project will be provided by Council.

4.5 Budget and contributions

- (a) The Australian and Queensland governments along with Council have committed up to a total amount of \$15 million to fund the development of the Detailed Business Case, with each party contributing \$5 million.
- (b) As part of its contribution, Council will provide in-kind contributions (which are yet to be fully determined) to support the development of the Detailed Business Case including in relation to matters such as:
 - its respective officers participating in preparation of the Detailed Business Case or governance matters relating to this MOU including in the supervision and direction of third party consultants;
 - access to its respective offices and administrative assistance; and
 - access to its respective planning, modelling and other technical services and information.
- (c) The SCPT governance groups shall guide and direct the Detailed Business Case in accordance with State and Council objectives and policies.

4.6 Procurement

- (a) Any consultants or contractors required by Council for the purposes of work to support the preparation of the Detailed Business Case must be engaged through TMR and the Queensland Procurement Policy and the scope of that Consultancy and/or any material change to the scope or cost of that Consultancy must only occur with the prior agreement of both TMR and Council.

5 Disclosure and use of Confidential Information

5.1 Confidentiality

- (a) Except as permitted under **clause 5.2**, a party must not, and must ensure that its representatives involved in work to support the preparation of the Detailed Business Case do not, without the prior written consent of the other party, disclose confidential information and that neither it nor its representatives use any such confidential information for any purpose other than for the purposes of this MOU or the Detailed Business Case.
- (b) For the purpose of this **clause 5**:
 - 'representative' means, in relation to a party, a director, officer, employee, auditor, adviser, financier, contractor, consultant or agent of that party; and
 - 'confidential information' includes:
 - (A) all matters being considered in the preparation of the Detailed Business Case (including potential project options); and
 - (B) any information which, if publicly disclosed, has the potential to materially adversely affect a party or another person.

5.2 Permitted disclosures

A party may make disclosures:

- (a) to those of its representatives as the party reasonably thinks necessary to give effect to this MOU but only on a confidential basis;
- (b) if the information disclosed has already been made public as part of a community engagement process
- (c) if the information disclosed has already come into the public domain through no fault of that party or its representatives;
- (d) to a Minister or Mayor as reasonably necessary in connection with this MOU or preparation of the Detailed Business Case;
- (e) to officers of Queensland State Government departments as reasonably necessary in connection with preparation of the Detailed Business Case; and

- (f) to the extent reasonably necessary to comply with any other legislation.

5.3 Public announcements

- (a) An enquiry concerning the project received by a Member of Parliament, State Government employee, Sunshine Coast Councillor or Council employee from an interested person or organisation (other than the media) is to be referred to the Project Manager or to a member of the TMR project team authorised for that purpose by the Project Manager.
- (b) All enquiries from the media must be dealt with by the TMR Corporate Media team or those persons specifically authorised by the Minister for Transport and Main Roads to act in that regard.
- (c) Media releases concerning the project will be made jointly with the Federal Minister for Infrastructure, Transport, Regional Development, and Local Government, State Minister for Transport and Main Roads or Premier of Queensland and the Mayor of Sunshine Coast Regional Council.
- (d) All dealings with the private sector must be conducted in accordance with the SCPT Project's Probity Plan.

5.4 Issues Resolution

- (a) Issues that arise between the State and Council in regard to the business case development stage will be resolved by the process set out in this section.
- (b) In the first instance the issue shall be brought before the SCPT Project Executive Group for resolution.
- (c) If the SCPT Project Executive Group fails to resolve the issue, the issue shall be resolved between the Chief Executive of Council, and the Director-General of Transport and Main Roads or The Coordinator-General on behalf of the State as appropriate.

5.5 Survival

This **clause 5** survives any expiry or termination of this MOU.

Execution

Signed by the parties on the respective dates set out below:

Signed by **The State of Queensland**)
acting through the **Department of**)
Transport and Main Roads by its duly)
appointed officer in the presence of:



.....
Witness

Peter Brown

.....
Name of Witness (print)

27 March 2023

.....
Date



.....
Officer

Neil Scales

.....
Name of Officer (print)

27 March 2023

.....
Date

Signed by **Sunshine Coast Regional**)
Council by its duly appointed officer in)
the presence of:)



.....
Witness

Tracey Holmes

.....
Name of Witness (print)

28 March 2023

.....
Date



.....
Officer

Emma Thomas

.....
Name of Officer (print)

28 March 2023

.....
Date

Annexure A - Governance Structure

