



# City of Nedlands

## **BOUNDARY ROADS**

### **BETWEEN THE CITY OF NEDLANDS AND TOWN OF COTTESLOE**

1. The City of Nedlands and the Town of Cottesloe agree to the division of works responsibilities for boundary roads shared by the two Local Governments as detailed in the attached explanatory notes and schedule.
2. The memorandum of understanding shall remain in place indefinitely until amended by resolution of both Councils or terminated by resolution of either Council.

Signed

City of Nedlands

Mayor

Date

CEO

Date

Town of Cottesloe

Mayor

Date

CEO

Date

**BOUNDARY ROADS**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN CITY OF NEDLANDS AND TOWN OF COTTESLOE**

**EXPLANATORY NOTES**

**1. BACKGROUND**

The City of Nedlands is a large Perth metropolitan Local Government with boundaries to 5 neighbouring Local Governments. The Boundaries generally follow one side of a local or district road reserve.

The allocation of responsibility for the care and control of boundary road is governed by the Local Government Act (1995), section 3.53, which states that the control and management of a reserve partially within 2 or more Local Governments shall be as agreed by the Local Government. If agreement is not achieved, the issue is to be referred to the Minister for resolution.

In the past, the understanding between Local Governments on the division of operational and capital responsibilities for works on these roads has been largely verbal with limited documentation.

The allocation of boundary roads responsibility for asset management and grant funding purpose has been clearly defined through the road inventory on MRWA, however this division is not necessarily the most practical arrangement for operational activities.

**2. PURPOSE**

The purpose of this Memorandum of Understanding between the two Local Governments on the division of works responsibilities for boundary roads to:

- ) Ensure that all categories of works for all sections of the boundary roads receive the same standard of attention as non-boundary roads.
- ) Clearly define the division of works responsibilities on these roads between the two Local Governments.

**3. PRINCIPLES**

The division of responsibilities as describes in the document are based on the following principles:

- 3.1 That the long-term interests of residents and road users shall be paramount.

- 3.2 That operational tasks and costs, e.g; road maintenance, media maintenance, are shared in an equal and practical manner.
- 3.3 That capital works are arranged in a cost effective manner taking into consideration lead time for application and approval of grant funding.
- 3.4 That the MRWA road inventory shall be the basis for allocation of capital works responsibilities (initiating, investigation, preparation of funding applications, design and construction) on boundary roads between Local Governments.
- 3.5 That the “own resources” funding component of all capital road works on all sections of the boundary roads shall be shared equally between the two Local Governments, unless agreed otherwise.
- 3.6 That each capital road works project shall be subject to negotiations by the Local Governments on a specific cost sharing agreement.
- 3.7 That both Local Governments will assist in expediting the implementation of capital works as proposed by the other Local Government.
- 3.8 That both Local Governments will advise of future boundary road projects at the earliest opportunity.

#### 4. IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING

Successful implementation of this agreement will require preparedness on the part of both Local Governments to act in good faith to achieve the objectives. Communication regarding specific projects will be required as follows:

- 4.1 Where maintenance requirements discovered by one Local Government extend into the other Local Government area, the other Local Government shall be informed and requested to take appropriate action.
- 4.2 For capital works involving only one Local Government (eg verge street lighting, verge path construction), The other Local Government shall be notified of the intentions in order to be made aware of the works.
- 4.3 For capital works involving the expectation of funding contributions from other Local Government, the initiating Local Government shall liaise, negotiate and reach agreement with the other Local Government on the scope of works, grant application, timing and funding contribution for the project within a timeframe suitable to both Local Government's budget preparation process.
- 4.4 Where a specific project agreement cannot be reached, the initiating Local Government can:
  - )] Opt to proceed with the project at its own expense and refer the issue to Minister for resolution, or
  - )] Defer the project pending a determination from the Minister.
- 4.5 The specific project agreements shall be kept separate and independent from other road works projects or other boundary issues.

## 5. SCHEDULE

The attached schedule (Appendix 1.) outlines the division of responsibilities for the various categories of works.

## 6. DEFINITIONS

Definitions of terms used in the schedule are as follows:

- ) Own Resources Costs – the financial contributions made by the Local Governments from their own funds towards the task / project, as distinct from the grant funding.
- ) Capital Costs – the Capital costs for a specific project, which shall include all investigation, surveying, design and construction costs.
- ) Road Maintenance – pothole repairs, minor kerbing replacement, sweeping, crack patching, repair / cleaning of drainage facilities, etc.
- ) Verge Maintenance – mowing, tree lopping, rubbish removal, levelling.
- ) Verge control – enforcement of verge and parking local laws.
- ) Median and island maintenance - mowing, rubbish removal, tree lopping, landscaping repairs, brick paving / concrete slab repairs, sweeping, drainage cleaning, reticulation operations, minor kerbing replacement.
- ) Capital Road works – asset creation Works on the road carriageways and medians. Not including street lighting or paths on verges.

**BOUNDARY ROADS WORKS MEMORANDUM OF UNDERSTANDING  
CITY OF NEDLANDS & TOWN OF COTTESLOE**

Updated: 18 January 2018

Item	ROAD	Section	Location
1	Council Boundary	North Street	(Servetus-Marine) Cottesloe-Swanbourne
Item No.	WORKS ITEM	ROAD	AGREED WORKS RESPONSABILITES
			CITY OF NEDLANDS
			TOWN OF COTTESLOE
1	Road and Drainage Maintenance	1	Initiate works on all roads sections as listed in Councils MRWA inventory contribute 50% of own resources to maintenance works.
2	Road and Drainage associated works (Capital)	1	Initiate works on all roads sections as listed in Councils MRWA inventory, Contribute 50% of own resources costs ito all resurfacing works.
3	Verge maintenance and regulation	1	All verge maintenance and regulatory functions 100% responsibility as delineated by boundary.
4	Path Construction and maintenance	1	All footpath maintenance and capital 100% cost associated with any works as delineated by boundary.
5	Traffic studies, Road, Design, Safetey audits	1	Initiate works on all roads sections as listed in Councils MRWA inventory, Contribute 50% of own resources costs. refer to item 4.3 of the explanitory notes for notification requirements. Upcoming scheduled works for 2019 - 2020 - Upgrade to intersection North Street & West Coast Highway
6	Roundabouts, Entry Statements, Median and Island maintenance	1	Where boundarys intercects centre of road 50% contribution to all maintenance and capital works exluding street trees or as specified below: - Roundabout intersection of Marmion 100% Town of Cottesloe - Blister Island North Street 100% City of Nedlands - Roundabout North Street & Marine Parade 100% City of Nedlands
7	Street Trees	1	Where there is clear delineation of boundary 100% of own resources and costs.
8	Irrigation Infrastructure	1	Where the water source and control of the infrastructure is located 100%
9	Side st intersection upgrades	1	Side road intersection uprade will be funded 100% by each council up to match line or an agreed distance, as delineated by boundary
10	Parking control signs	1	100% contribution as delineated by boundary
11	Street signs	1	Street blade showing North Street via West Coast Highway 100% Town of Cottesloe Street blade showing North Street via Marine Parade 100% City of Nedlands
12	Direction signs	1	100% contribution as delineated by boundary
13	Street lighting operations	1	100% contribution as delineated by boundary
14	Emergency Works	1	Where emergency works are carried out by either party the cost associated with those works are to be 100% as delineated by boundary