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0206 - 2009

WESTERN AUSTRALIA POLICE

and

CITY OF GREATER GERALDTON

MEMORANDUM OF UNDERSTANDING

Safety Camera Strategy

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made the day of
xxx 2012**

BETWEEN

Western Australia Police (“WA Police”)

AND

CITY OF GREATER GERALDON (“CGG”)

BACKGROUND

1. The mission statement of the WA Police is:
“To enhance the quality of life and wellbeing of all people in Western Australia, by contributing to making our State a safe and secure place.”
2. CGG is committed to providing a just, vibrant, inclusive and safe environment in which residents, businesses and visitors may enjoy the amenity of CGG without disruption or fear of harm. The introduction of the Safety Camera Strategy is viewed as being an integral element in maintaining the high standard of public safety that should be expected in the CGG as a place for families, lifestyle and business. Council’s objective in community safety is to make the City an even safer place and make further improvements to the amenity of the City for its residents, visitors and businesses.
3. In achieving the Council’s Community Safety Program’s objectives, the CGG Safety Camera Strategy aims to:
 - Enhance perception of safety for residents, workers and visitors;
 - Facilitate a timely response to public safety issues within the city;
 - Facilitate a timely response to undesired behaviour and crimes within the city;
 - Record evidence to support investigations and prosecutions by police in relation to offences within the city;
 - Over time, reduce the actual incidence of specific offences within the city;
 - Assist in determining the suitability of CCTV as an effective prevention strategy throughout the CGG; and
 - Assist with management of public spaces.

4. This Memorandum of Understanding forms the basis of an agreement between the WA Police and the CGG, with respect to the Safety Camera Strategy.
5. This document is a statement of both parties' intentions at the date of this MOU and is not intended to create a contractual relationship or be legally binding.
6. Nothing in this MOU:
 - (i) alters the existing legal rights and obligations of either of the Parties in relation to the protection and disclosure of information;
 - (ii) restricts the exercise of the legislative or the operational responsibilities of the Parties; or
 - (iii) affects the exercise of either Parties discretion as to whether or what matters the agency investigates.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this MOU, unless the context otherwise requires:

Parties means WA Police and CGG and **Party** is a reference to either of them.

1.2 Interpretation

In this MOU:

- (a) headings have been included for ease of reference only and are not to be used to construe or interpret any part of this MOU;
- (b) a reference to a clause is a reference to a clause of this MOU;
- (c) the singular includes the plural and the plural includes the singular;
- (d) a reference to a thing is a reference to the whole or any part of it;
- (e) a reference to the word "including" is deemed to be followed by the words, "but not limited to";

- (f) a reference to a Party includes a reference to that Party's executors, administrators, successors, permitted assigns, officers, employees, servants and agents and any other persons claiming under or through the Party.

2. OPERATIVE PROVISIONS

Joint Responsibilities:

- 2.1** It is understood that the CGG Safety Camera Strategy will undertake closed circuit television recording of public activities in various precincts of the CGG and that the CGG Safety Camera Strategy signage will be displayed to inform the public that an area is being recorded by the safety camera system.
- 2.2** Council staff will monitor the Safety Camera Strategy on an intermittent basis.
- 2.3** Geraldton Police can utilise the City's CCTV network as a tool to enhance prevention and response opportunities.
- 2.4** Notwithstanding the above, CGG acknowledges the strategic partnership which exists between the Council and the Geraldton Police in maintaining a just, vibrant, inclusive and safe environment. The Council shall ensure that contracted monitoring staff establish and maintain good working relationships with members of the Geraldton Police in accordance with policy.
- 2.5** CGG Council and the Geraldton Police have agreed to work together to support and develop the CGG Safety Camera Strategy.
- 2.6** The parties have further agreed that in order to enhance co-operation and understanding between them, a Policies and Procedures Manual, along with a Code of Practice will be promulgated to enhance the effective on-going operation of the CGG Safety Camera Plan. This Code of Practice will be attached to the MOU as Schedule 1.
- 2.7** It is the intention of the parties that Council Officers and Geraldton Police conduct duties related to the Safety Camera Strategy in a co-operative spirit, and that each party will maintain on-going liaison to ensure the effective performance of the CGG Safety Camera Plan.
- 2.8** The CGG will install and maintain a monitoring station within the Geraldton Police Station general duties operations room.

Code of Practice and Operational Guidelines

- 2.9** It is agreed that the parties will work together in a spirit of co-operation and for the benefit of public safety, to fully support the CGG Safety Camera Strategy. Implementation of the Safety Camera Management Plan will include strategic focus, monitoring of performance and evaluation of same.
- 2.10** The Code of Practice and Operational Guidelines will form the basis of the agreement between parties for the implementation of the Program.
- 2.11** If either party identifies a need to change the Policies, Procedures or Code of Practice, that party will forward a written request to the other party and will initiate a review of the documents. Correspondence should be initially exchanged between the OIC Geraldton Police Station and the Manager Community Law and Safety, CGG.
- 2.12** The Policies, Procedures or Code of Practice may then be updated following consultation between the parties and each party will ensure that the other party is provided with a copy of the updated document at the earliest opportunity.
- 2.13** The parties agree that they will as far as practicable, act in accordance with the Policies and Procedures in the support and development of the Safety Camera Strategy.

3. GENERAL PROVISIONS

3.1 Term

This MOU takes effect on the date of execution and remains in force unless it is terminated pursuant to clause 3.4.

3.2 Default and dispute resolution

In the event of a disagreement arising between the parties relating to the Safety Camera Strategy, its Policies, Procedures, or Code of Practice, representatives of each party will meet to seek to resolve the dispute. Should the representatives not be able to achieve an agreed solution, the disagreement is to be referred to Council's Chief Executive Officer and the District Police Superintendent for determination.

3.3 Review

The parties will jointly review the Policies, Procedures, Code of Practice and this Memorandum of Understanding annually to ensure that the agreements' strategic aims are being achieved.

3.4 Termination

Either Party may terminate this MOU by notifying the other Party in writing.

3.5 Honour clause

This MOU is an expression of the intention of the Parties which is binding in honour only. It is not intended that this MOU gives rise to any legal relationship, rights, duties or consequences or be the subject of litigation.

3.6 Costs

The CGG is the owner of CCTV network and is responsible for ongoing costs, maintenance and replacement of the equipment and associated hardware.

The Geraldton Police Service will not be responsible for any costs.

3.7 Freedom of Information

If it comes to the notice of the receiving Party that any information or intelligence provided under this MOU appears to be relevant in any civil proceedings, or to be the subject of any subpoena or Freedom of Information application, the providing Party of that information or intelligence is to be advised immediately by the receiving Party of that fact.

3.8 Security of Information

The Parties will at all times take adequate measures to secure and store the information / intelligence.

The Parties agree to:

- ensure appropriate security measures are in place to protect any information / intelligence provided by the other Party, from unauthorised use, access, modification or disclosure;
- ensure that any of their personnel who are authorised to access information / intelligence provided by the other Party, will not record, disclose or communicate such information except in the performance of official duties or as otherwise agreed between the Parties.
- the understanding recorded in relation to the use, access, protection, handling and storage of information / intelligence will survive the termination of this MOU.

3.9 Nothing in this MOU will prevent the disclosure of information or intelligence which is required to be disclosed pursuant to any legislation, law or regulation having the force of law.

EXECUTION

**SIGNED FOR AND ON BEHALF
OF CGG by:**

Authorised person

Name (block letters)

Position held

DATE: 2010

**SIGNED FOR AND ON BEHALF
OF WA POLICE by:**

Authorised person

Name (block letters)

Position held

DATE: 2010