



WA PoliceRef:
MOU 0292-2016

Western Australia Police and City of Cockburn

Memorandum of Understanding

Commitment to achieve community safety goals in a mutually beneficial manner

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THIS MEMORANDUM OF UNDERSTANDING (MOU) IS MADE THE _____ DAY OF
_____ 2017

BETWEEN

Western Australia Police (“WA Police”)

AND

City of Cockburn

1. Background

This MOU forms the basis of an understanding between WA Police and City of Cockburn, with respect to the enhancement of the working partnership in line with best practice policy and procedures.

2. Status of MOU

This MOU is between WA Police and City of Cockburn and is not intended to create a contractual relationship or be legally binding.

3. Definitions

In this MOU, unless the context otherwise requires:

CAD means the WA Police Computer Aided Dispatch system.

Parties mean WA Police and the City of Cockburn and Party is a reference to either of them.

Third Party means a person or entity not a party to this MOU.

4. Objectives

The objectives of this MOU are to:

- a) Provide for the continuity and quality of services by the parties is maintained through an understanding of resources allocation to provide efficient joint response to calls for assistance from the community;
- b) Outlines the respective roles and responsibilities of each party;
- c) The circumstances in which information is collected and shared is relevant to the official duties of the City of Cockburn and WA Police and will be treated as confidential;
- d) Document the administrative and procedural arrangements agreed between the parties in respect of mutual cooperation and the exchange of information and documentation is maintained.

5. Roles and Responsibilities

5.1 City of Cockburn Responsibilities

City of Cockburn will act in accordance with the *Local Government Act 1995* and deliver associated security patrols, community safety and crime prevention initiatives.

The City of Cockburn agrees to:

- a) Direct City of Cockburn and CoSafe resources in support of local police requests and initiatives;
- b) Provide information to local police that may assist in the investigation and prosecution of offences and for the provision of a safe and secure community;
- c) Respond to request for assistance to non urgent or non life threatening calls from the community/public.
- d) Ensure their officers and agents (CoSafe) respond to non urgent or life threatening incidents upon request from the local police, South Metropolitan District Control Centre Supervisor or the Police Operations Command Centre (POCC).

5.2 WA Police Responsibilities

WA Police will continue to enforce all WA State Government Acts, Regulations and associated legislation. This authority is derived from the *Police Act 1892*. WA Police is the Hazard Management Authority for the State of Western Australia.

WA Police agrees to:

- a) Provide operational support to the City of Cockburn officers and CoSafe officers as required;
- b) Provide information in accordance with Section 8 of the *Road Traffic Act 1974* (as amended) to the below mentioned parties as required or permitted;
- c) Provide timely information pertaining to crime hotspots and crime trends in accordance with WA Police policy;
- d) Regularly liaise with City of Cockburn Ranger & Community Safety Services Manager and other delegated staff within the City of Cockburn's Rangers and Community Safety Services department.

5.3 Joint Responsibilities

Both WA Police and City of Cockburn agree to:

- a) Provide operational assistance in support of each other as is reasonable in the circumstances and which is allowable by the relevant laws applicable to the circumstances by the provision of resources, equipment and staff in carrying out operations;
- b) Recognise that in most situations operational requirements and desired outcomes may overlap. It is for this reason that both parties agree upon a consultative approach to achieve the desired outcomes;
- c) In all circumstances, undertake safe working practices and ensure that strict compliance is followed as per each agencies standard operating procedures;
- d) Negotiate logistics between both parties prior to any joint operation commencing;
- e) All operational costs are the responsibility of the respective agency;
- f) Work and endorse safe working practices in line with the *Occupational Safety and Health Act 2011*.

5.4 Guiding Principles for the City of Cockburn responding to non urgent or non life threatening calls from the public and/or police

- a) City of Cockburn officers or agents (CoSafe) may be requested to respond to community requests for assistance on behalf of police by either the Police Operations Centre (POC) or South Metropolitan Police District supervisors;
- b) City of Cockburn officers or agents have not been afforded extraordinary police powers to enable them to undertake this role. The legislative powers afforded to a normal citizen still apply;
- c) City of Cockburn officers or agents will only be requested to attend tasks in their current designated patrols areas;
- d) On receipt of a request, the senior City of Cockburn member or agent supervisor on duty must agree that the task is within the capabilities of their officers;
- e) Upon completion of the task, the attending City of Cockburn officers will complete an Incident Report which will be archived by the City of Cockburn and available to police if required;
- f) The police officer allocating a task to the City of Cockburn will supply a CAD job number for inclusion onto the incident report;
- g) If in response to a task City of Cockburn officers locate an unsecured premise or premises that have been the subject of a burglary; they should not enter unless accompanied by police officers, but may enter if the building belongs to the City of Cockburn.

6. Provision and exchange of information

6.1 Exchange of information

The Parties agree to exchange information and intelligence that is relevant for the performance of core business requirements of the other Party and is not subject to statutory restraints. The exchange of information is for the following purposes:

- a) The investigation and prosecution of offences;
- b) The enforcement of criminal law;
- c) Community safety.

6.2 Requests for information

A request for information must be authorised by a person holding a managerial position or his/her delegate. The manager or delegate must be satisfied the information is required in the performance of core business functions.

6.3 Register of requests

A register of requests for information received and provided will be maintained by both Parties for audit purposes.

6.4 Security of information

The parties will at all times ensure appropriate security, storage and disposal of information subject to this MOU.

6.5 Third Party access to information

Information may not be transferred to a third party without the consent of the individual concerned or where required by law.

6.6 Destruction of information

Information subject to this MOU will be destroyed/disposed of in accordance with the Party's respective records and disposal schedule.

6.7 Information privacy principals

The Parties agree to comply with the Information Privacy Principals for the Public Sector produced by the Office of the Privacy Commissioner as well as any other principals that apply such as copyright and any other legislated principals.

7. **Closed Circuit Television System (CCTV)**

7.1 Definitions

In this part of the MOU, unless the context otherwise requires:

Information includes data, images, and other outputs of the public areas CCTV system and contacts made between the Parties relating to incidents viewed / recorded by the system.

Public (access) areas means any location which has general public access including, but not limited to, footpaths, roads, public access ways, reserves, vehicle parking areas and verges.

Response means any activity organised to deal with a specific situation or incident noted during the viewing of CCTV system images.

Suspicious activity means behaviour or actions that may indicate criminal or anti-social behaviour.

System means the City of Cockburn's CCTV system which comprises the components, personnel and management procedures that form the City of Cockburn electronic image display and recording system.

7.2 Principals of system operation

The following principles guide the operation of the City of Cockburn CCTV system: The system is operated in a way that respects the privacy of community members and their right to conduct lawful activities;

- a) The system is operated and monitored with the aim of preserving all practical elements of personal and commercial privacy;
- b) The system is used for the surveillance of activities within public access areas which would therefore reasonably be expected to be observed;
- c) The system will not be used to monitor the activities of an individual or group based solely on their appearance, race, age, gender or other distinguishing features;
- d) The monitoring, recording, retention, distribution and deletion of images and data via the system is undertaken in a fair and lawful manner.
- e) The City of Cockburn retains the right to decide on appropriate image viewing types and levels in line with its requirements and in consultation with WA Police.

- f) The City of Cockburn aims to operate the system to support the activities of authorised law enforcement and investigative agencies in line with City of Cockburn policy and procedure.

7.3 Cooperation

Day to day cooperation between the Parties is encouraged to maximise the community safety benefit from the system's operation. The following understandings exist between the Parties in view of their normal roles and responsibilities:

- a) Communication between the Parties is encouraged regarding trends in criminal and suspicious activity in local areas to assist the effective use of the system;
- b) WA Police will be the first Party advised of observed or suspected criminal activity in progress where that advice is able to be given. The City of Cockburn will use the Cockburn Police Station and/or the Murdoch Police Station, as the first points of contact for such reports;
- c) The City of Cockburn can only provide an "observe and report" function in relation to its public areas with the CCTV system and Co Safe patrols;
- d) Each Party will use suitable judgement prior to requesting the involvement of the other Party in relation to a specific incident to avoid the unreasonable tasking of resources;
- e) Each Party will attempt to avoid unreasonable requests in relation to access to information, response to reported incidents, operational resourcing or other matters. WA Police reserves the right to make the final decision on the deployment of its resources;
- f) System and image viewing by the City of Cockburn will be implemented in line with established protocols and procedures. Liaison between the Parties on image viewing and communication is encouraged;
- g) The City will endeavour to advise WA Police of any malfunction of the system;
- h) The City of Cockburn will use the system to support event coordination, emergency management and other operational functions and will coordinate with the WA Police on these matters where relevant.

7.4 Protocol and operational guidelines

- a) The City of Cockburn's Protocol and Operational Guidelines forms the basis for the implementation of the City of Cockburn's public areas CCTV system;
- b) It is agreed that the Parties will work together in a spirit of co-operation and for the benefit of public safety, to support the operation of the City of Cockburn public areas CCTV system, include strategic focus, and the monitoring and evaluation of performance of the system;
- c) If either Party identifies a need to change the Policies or Procedures, that Party will forward a written request to the other Party and will initiate a review of the documents. Formal communication and correspondence should be initially exchanged between the Liaison Officers (refer clause 4.1). Ongoing, day-to-day operational communication between the Parties through less formal channels is encouraged;
- d) The Policies or Procedures relevant to a Party may be updated following consultation between the Parties. Each Party will ensure the other Party is provided with a copy of the updated document at the earliest opportunity;
- e) 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 City of Cockburn CCTV system.

7.5 Purpose of information exchange

Cooperation and information exchange between the Parties in relation to the City of Cockburn's CCTV system can occur where such an exchange:

- Is in the public interest;
- Is in line with the roles and responsibilities of the Parties;
- Meets privacy and other legislated requirements; or
- Where ordered by a legal ruling (e.g. Court order).

Information is exchanged between the Parties 'in good faith' and carries no guarantee of specific relevance or accuracy.

7.6 Release and handling of information

Information provided from the system by the City of Cockburn to WA Police **is not to be used** for any purpose other than for the specific support of authorised investigative and law enforcement activities. Any use of the information for any other purpose will be seen as a serious breach of this MOU and could result in the withdrawal from the MOU.

The City of Cockburn will only provide copies (not the 'original' recording) of information in line with an authorised and approved request.

WA Police representatives taking possession of and handling information from the system will take all possible steps to prevent the inappropriate release or unauthorised viewing of that information. Where information provided by the City to the WA Police is no longer required for investigative or enforcement activities it will be destroyed in accordance with WA Police standard operating procedures.

7.7 Format of information

Generally the information available from the system will be in the form of recorded colour images. The system does not capture audio information. Copies of recorded images provided to WA Police will include time and date stamping where available, will be in a non-editable format and will be marked 'Copy'. To maximise the security of the recorded images only one copy will be provided

Discussion between the Parties on the suitability of copied image formats and timeframes is encouraged.

7.8 Requests for information

Requests for information from the system must be made in writing using the City of Cockburn's standard process and forms and directed to the contact point provided in the Protocol and Operational Guidelines. All submissions must outline the relevance of the requested information and images to the activities of WA Police. The City of Cockburn's Director of Administration and Community Services will make the final decision on whether requested information can be provided in line with privacy and other considerations. The Parties agree to cooperate with the auditing requirements of the Party supplying the information.

7.9 System control and review

The City of Cockburn is the owner of the public areas CCTV system and retains absolute operational control and management of it.

The City will seek feedback from the WA Police during system operation audits and reviews where relevant.

8. **Community Safety and Crime Prevention**

Both the City of Cockburn and WA Police agree to commit to the implementation of the Community Crime Prevention and CCTV Plan 2017 – 2022. The City of Cockburn will agree to implement the 2017-2022 CSCP Plan and any other Crime Plan established after this date.

WA Police agree to the following commitment for the implementation of the 2017-2022 CSCP Plan and any further Crime Plan as agreed too and approved by each organisation after this time to:

- Approx. 2 hours of staff time to approve amendments to monthly safety scoop advertisements
- Approx. 4 - 7 hours of staff time to attend and present at community education forums, information stalls, and school talks
- Approx. 10 – 15 hours of staff time to develop content for eWatch and Soundings articles
- Approx. 3 hours of staff time per month to attend ongoing meetings with City of Cockburn staff, NHW, or other committee meetings
- Provision of resource materials through the Community Engagement Division for display at information stalls and for distribution to the community
- Funding through the Community Engagement Division for support and implementation of some of the initiatives

9. **Graffiti**

Both City of Cockburn and WA Police agree to work in partnership to address graffiti in the local community.

9.1 City of Cockburn responsibilities

City of Cockburn agrees to:

- a) Ensure City of Cockburn contractors will photograph graffiti with time, date and location details prior to removal of graffiti and City of Cockburn to maintain graffiti database.
- b) City of Cockburn staff will analyse graffiti information provided by contractors, resulting in only the most prevalent graffiti tags to be sent to the police for investigation.
- c) The City of Cockburn will endeavour to remove graffiti inline with the State Government guidelines; of all graffiti removed within 72 hours of reporting, but if offensive or racist, removed within 24 hours of reporting.

9.2 WA Police responsibilities

WA Police agrees to:

- a) Investigate all analysed graffiti reports sent to the police for investigation and provide information regarding the outcome in line with Western Australia Police customer service delivery standards.

- b) Where applicable and provided resources are available, formulate joint operations to target graffiti in hotspot locations within the City of Cockburn.

10. Meetings

Both the City of Cockburn and WA Police agree to participate and support meetings which facilitate partnerships to address safety and crime prevention at the local level.

10.1 Cockburn Community Interagency Crime Prevention Group (CCICPG)

City of Cockburn agrees to:

- a) Create a CSCP plan derive from crime statistics and community surveys;
- b) Hold quarterly meetings at City of Cockburn;
- c) Coordinate the CCICPG and ensure councilor and officer representation on the committee; and
- d) Produce the agenda and minutes.

WA Police agrees to:

- a) Provide the CCICPG and City of Cockburn with monthly crime statistics;
- b) Attend all CCICPG meetings or submit apologies where required; and
- c) Assist in the creation of the CSCP plan through the provision of relevant statistics

10.2 Neighbourhood Watch (NWH)

City of Cockburn agrees to:

- a) Facilitate the holding of monthly meetings at the City of Cockburn; and
- b) Support the State NWH framework.

WA Police agrees to:

- a) Attend NWH meetings at the City of Cockburn;
- b) Provide crime statistics at the NHW meeting; and
- c) Continue to lead the direction of NHW in Western Australia.

10.3 Local Emergency Management Committee (LEMC)

City of Cockburn agrees to:

- a) Oversee the City of Cockburn emergency management arrangements and to plan and conduct an exercise of the arrangements;
- b) Hold quarterly meetings of the LEMC at the City of Cockburn; and
- c) Assist the community in recovery after an emergency situation.

WA Police agrees to:

- a) Attend quarterly meetings of the LEMC held at the City of Cockburn; and
- b) Undertake the appropriate role of an agency during an emergency situation.

11. Liaison officers

The following positions are the first point of contact for any queries relating to this MOU.

WA Police

Officer in Charge
Cockburn Police Station
392 Rockingham Rd
SPEARWOOD WA 6163
Ph: 94189777

City of Cockburn

Manager
Ranger & Community Safety Services
PO Box 1215
BIBRA LAKE DC WA 6965
Ph: 94113745

Officer in Charge
Murdoch Police Station
120 Murdoch Dr
MURDOCH WA 6150
Ph: 93139000

12. General Provisions

12.1 Commencement and duration

This MOU commences on the date of endorsement by both parties..

12.2 Review

This MOU is to be reviewed on a twelve (12) monthly basis after the MOU coming into effect, or at any other time at the request of either party.

Any variation or extension to this MOU must be writing and signed by both Parties.

12.3 Termination

It is the understanding that any improper use, disclosure or unauthorised sharing of information will terminate this MOU and could result in criminal charges.

This MOU remains in effect until it is terminated by either party, subject to 30 days notice provided in writing.

12.4 Dispute resolution

Any dispute as to the operation or relevant processes in regards to this MOU are to be arbitrated between the liaison officers at clause 11.

12.5 Conflict of interest

If a conflict of interest arises in respect to any party/s of this MOU, the relevant party/s must:

- a) promptly notify the other party/s to the MOU that the conflict has arisen and provide full details; and
- b) take reasonable steps in consultation with the other party/s to the MOU to remove the conflict.

ENDORSEMENT

Executed for and on behalf of Western Australia Police by:

R. D. Adams A/Supt

Signature

ADAMS A/Supt (SMPS).

Superintendent

Date: *29/12/* 2016

Executed for and on behalf of the City of Cockburn by its authorised officers:

[Signature]
Signature

[Signature]
Signature

CHIEF EXECUTIVE OFFICER
Position title

A/ Director Governance & C.S
Position title

Date: *18 JAN 2017* 2016

Date: *18/1* 2016 *7*