

Memorandum of Understanding Closed Circuit Television (CCTV)

The Council of the City of Wagga Wagga

And

NSW Police (Riverina Police District)

Memorandum of Understanding

Parties

1. **THE COUNCIL OF THE CITY OF WAGGA WAGGA** of Baylis Street, Wagga Wagga, NSW 2650 ("**the Council**"), and
2. **NSW POLICE FORCE (RIVERINA POLICE DISTRICT)** of Tarcutta Street, Wagga Wagga, NSW 2650 ("**the Police**").

Background

- A. It is recognised that the threat of crimes against person/s and other serious criminal offences such as stealing, break and enter and other anti-social behaviour are important factors in any public perception about safety in the Wagga Wagga Local Government Area.
- B. In an effort to address these issues, Council CCTV systems are installed in public spaces throughout the Wagga Wagga Local Government Area.
- C. The installation of the CCTV Network has been conducted with the full support and encouragement of the Police.
- D. The respective responsibilities of the Police and Council are established in the Code of Practice.
- E. The Police agree to work with Council in the review and enhancement of the CCTV Network across the Wagga Wagga urban area.
- F. The Council has a responsibility for the wellbeing of the Wagga Wagga Local Government Area.
- G. The Police has a responsibility for combating crime in the Wagga Wagga community.
- H. This Memorandum of Understanding (MOU) is intended to demonstrate a mutual understanding of the management and implementation of the CCTV Network.
- I. The parties acknowledge their respective obligations under the *Privacy & Personal Information Protection Act 1998* (NSW) in entering into this MOU.
- J. For ease of reference, a glossary of terms used in the MOU is provided below:

Term	Definition
Authorised Person	A police officer authorised by the Police to access the Monitoring Equipment and approve an application to Council for a copy of Recorded Material.
CCTV	Closed Circuit Television
CCTV Network	Council's CCTV system implemented in public spaces across the Wagga Wagga Local Government Area
Code	The Code of Practice developed by Council and attached to the Memorandum Of Understanding as Attachment A .
Image Recording Equipment	The computer that records and stores all footage recorded by the Closed Circuit Television cameras
Monitoring Equipment	The monitor and computer from which live footage and Recorded Material can be viewed
MOU	The Memorandum of Understanding between Council and the Police
Recorded Material	The footage recorded by the Closed Circuit Television cameras.
Register of Authorised Persons	The register maintained by the Police in accordance with the Standard Operating Procedure.
SOP	The Standard Operating Procedures attached to the Code

Terms

1. Role of Parties

- 1.1. Both Parties agree to abide by the CCTV – Code of Practice and CCTV – Standard Operating Procedure (SOP).
- 1.2. The Parties acknowledge that Council:
 - 1.2.1. is the owner of the CCTV Network;
 - 1.2.2. retains ownership of and has copyright in all equipment, recorded material, photographs and documentation pertaining to the CCTV Network;
 - 1.2.3. will install, maintain and replace (when required) the monitoring equipment and image recording equipment;
 - 1.2.4. will be responsible for access to and use of copies of recorded material generated from the image recording equipment;
 - 1.2.5. will meet the costs of processing requests for access to copies of recorded material stored on the image recording equipment by the Police;

1.2.6. will have a technician available to access the image recording equipment after hours in times of an emergency;

1.2.7. will endeavour to process requests for access to copies of recorded material stored on the image recording equipment for the Police within 48 hours of receiving the request;

1.2.8. will provide training to the Police in the operation of the monitoring equipment.

1.3. The Parties acknowledge that the Police will:

1.3.1. monitor the CCTV live footage and recorded material shown on the monitoring equipment as required in accordance with the Code and SOP;

1.3.2. not have access to the image recording equipment;

1.3.3. if access to a copy of the recorded material is required, make a request to Council as detailed in the Code and SOP;

1.3.4. take all necessary care in using the monitoring equipment, and will only be responsible for repairing damage caused by the negligent use of that equipment;

1.3.5. respond to incidents identified on the monitoring equipment to the extent that its resources and priorities allow;

1.3.6. keep and maintain a Register of Authorised Persons and provide a copy to Council upon request;

1.3.7. ensure that every authorised person listed in the Register of Authorised Persons is aware of and agrees to abide by the Code, MOU and SOPs;

1.3.8. not authorise or allow any of its officers to remove any data or photograph, operate any monitoring equipment or have contact with any data or photograph at any time unless in accordance with the Code;

1.3.9. advise Council of any change in existing arrangements for Police contact with and use of the CCTV Network. Any such changes will amount to a major change to the Code and must be agreed in accordance with the Code before being implemented;

1.3.10. work with Council in the implementation and ongoing work of the CCTV Network;

1.3.11. provide Council, upon request, with crime statistics for the Wagga Wagga Local Government Area in order for CCTV to be monitored, evaluated and audited;

1.3.12. abide by the NSW Police Force Code of Conduct and Ethics in relation to their involvement with the CCTV Network.

2. Review

2.1. This MOU is to be reviewed bi-annually

2.2. This MOU will only be varied by written agreement between Council and the Police.

3. Complaints

3.1. The Police will direct all of its complaints about the CCTV Network to the General Manager of Council.

3.2. Council will direct all of its complaints (non-public) about the CCTV Network that relate to the Police to the Riverina Police District Commander.

4. General

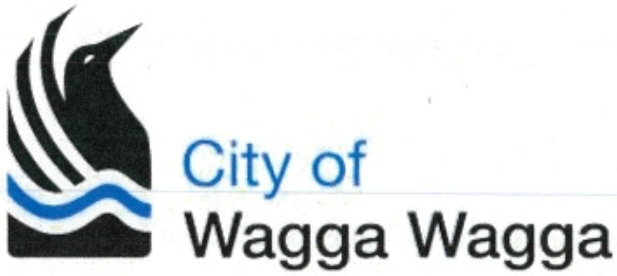
4.1. This MOU is not to be construed as creating legally enforceable contractual obligations nor any relationship or partnership as defined in the Partnership Act 1892 (NSW)

4.2. The parties expressly acknowledge that this MOU:

4.2.1. Is not suitable for any legislation

4.2.2. Does not derogate or otherwise affect the parties obligations under the *Privacy and Personal Information Protection Act 1998* (NSW); and

4.2.3. Cannot override any provision in legislation that is inconsistent with this MOU or any attachment thereto.



Signed by Wagga Wagga City Council

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Mayor – Councillor Dallas Tout

Signed by NSW Police – Riverina Police District

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Commander – Andrew Spliet

9.12.22

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Dated