



Memorandum of Understanding Closed Circuit Television (CCTV) Project – Wagga Wagga Central Business District

The Council of the City of Wagga Wagga

And

NSW Police (Wagga Wagga Local Area Command)

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 (WAGGA WAGGA LOCAL AREA COMMAND)** 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 the safety of the Wagga Wagga Central Business District (CBD).
- B. In an effort to address these issues, Council has committed funds, applied for and received funding from the Federal and State Governments and received community generated funding through the Committee4Wagga to implement a CCTV system in the Wagga Wagga CBD.
- C. The development of this CCTV Project 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 implementation and ongoing work of the CCTV Project.
- 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 MOU is intended to demonstrate a mutual understanding of the management and implementation of the CCTV Project.
- I. The parties acknowledge their respective obligations under the *Privacy & Personal Information Protection Act 1998* (NSW) in entering into this Memorandum Of Understanding.
- 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.
CBD	Central Business District
CCTV	Closed Circuit Television
CCTV Project	Council's CCTV system to be implemented in the Wagga Wagga Central Business District
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 Project;

1.2.2. retains ownership of and has copyright in all equipment, recorded material, photographs and documentation pertaining to the CCTV Project;

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 Project. 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 Project;
 - 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 Project.

2. Review

2.1. In the first year of the operation of the CCTV, a bi-annual review is undertaken by each party, for the commencement of the CCTV operation, to identify whether the purposes of the Program are being complied with and objectives are being achieved. Following this, an annual review to follow at 12-month intervals, from the nominated date of the commencement of the operation of the project.

Further to this, that a notice be sent out by Wagga Wagga City Council one month prior to the review date to each party, so that submissions can be compiled as to proposed changes to Policy and/or Procedures.

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 Project to the General Manager of Council.

3.2. Council will direct all of its complaints (non-public) about the CCTV Project that relate to the Police to the Local Area Commander.

4. General

4.1. The 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

 8/5/15
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General Manager – Phil Pinyon

Signed by NSW Police – Wagga Wagga Local Area Command

 15.5.2015
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Superintendent – Bob Noble

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Dated