



WA Police Force Ref: 0691-2024

OVERARCHING MEMORANDUM OF UNDERSTANDING

BETWEEN

WESTERN AUSTRALIA POLICE FORCE

AND

WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION

IN RELATION TO

ACCESS TO LOCAL GOVERNMENT AREAS' LIVE CCTV FEEDS

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1. Background

- 1.1. The Western Australia Police Force (**WA Police Force**) is committed to building partnerships to enhance capability to deliver community safety outcomes. A key capability used by WA Police Force is the ability to visualise incidents through access to live CCTV feeds. An inhibitor to WA Police Force using this capability more widely is the disparate nature of interfacing existing donor systems, with a separate log-in required for each.
- 1.2. WA Police Force has engaged with the Vendor who will provide a solution to aggregate and display a vast source of visual data from any donor video management system into a single agnostic video solution. This consolidated system will improve situational awareness, enhance decision-making and support WA Police Force's response in emergencies and investigation into serious crime.
- 1.3. The WA Local Government Association (**WALGA**), is an independent, member based, not-for-profit organisation representing and supporting the WA Local Government sector. WALGA shares a commitment to creating safer communities.
- 1.4. The intent of this memorandum of understanding (**MOU**) is to allow WA Police Force to better support the prevention and detection of criminal activities and maintain community safety within local government areas (**LGAs**) – through the provision of access to live CCTV feed.
- 1.5. This MOU will not supersede, but will work alongside, any existing MOUs between local police stations and respective LGAs relating to CCTV sharing, to the extent that such MOUs relate to direct access to CCTV feeds at the local police station. In the event of any inconsistency, this MOU shall prevail to the extent of the inconsistency.

2. Honour Clause

- 2.1. While nothing in this MOU is legally binding, the Parties undertake to carry out their responsibilities and obligations under this MOU in good faith to achieve the purpose and objective of this MOU.

3. Definitions

In this MOU, unless the context otherwise requires:

CCTV	means Closed Circuit Television.
CCTV Sharing Scheme	means the scheme to be established under this MOU whereby WA Local Governments may provide access to their live CCTV feeds to WA Police Force (through the Vendor's Platform).
CCTV System	means physical cameras, network and server infrastructure that support livestreaming or recording of video streams for security and surveillance purposes.
Commencement date	means the date this MOU is endorsed by the Parties.

Gateway Device	means a small-form-factor barebone computer kit connected to the Vendor's Platform or such other technology.
Participants	means the Parties to this MOU and any Third-Party Provider that agrees to participate in the CCTV Sharing Scheme through a schedule to this MOU.
Parties	means WA Police Force and WALGA, and Party is a reference to either of them.
Schedules	means any schedules to this MOU entered into in accordance with clause 5 of this MOU, and Schedule is a reference to one of them.
Third-Party Provider	means a WA Local Government that has signed a Schedule to this MOU to share their live CCTV feed with WA Police Force.
Vendor	means SaferCities Pty Ltd ABN 44 674 682 654 (SaferCities), or any other entity that may be engaged by WA Police Force in place of SaferCities to provide a Vendor's Platform for the purposes of the CCTV Sharing Scheme.
Vendor's Platform	means the video convergence platform developed and maintained by the Vendor, utilised by WA Police Force for the purposes of the CCTV Sharing Scheme.
WA Police Force staff	means all police officers and intelligence analysts.
Warranty Period	means 5 years from the date of installation of the Vendor's Platform.

4. Scope

- 4.1. This MOU and Schedules are intended:
- a. To provide a framework to which Schedules can be added to formalise any future arrangements between WA Police Force and LGAs for participation in the CCTV Sharing Scheme.
 - b. To enhance community safety through the sharing of WA Local Government CCTV vision with WA Police Force, to better collaborate, improve situational awareness, and enable the capacity for visual verification during a police operation.
 - c. To set out appropriate parameters around how, when and for what purposes WA Police Force may use any data obtained or retained under this MOU.
 - d. To detail the benefits of, and particulars of the proposed implementation for, the CCTV Sharing Scheme, enabling real-time access to, and sharing of, live CCTV feeds from existing public-facing LGAs CCTV Systems with WA Police Force.
- 4.2. This MOU will continue in the event any Party has a name change, subject to clause 16.

5. Schedules to MOU

- 5.1. The Parties agree that WA Police Force may prepare and finalise Schedules to this MOU.
- 5.2. Any Schedule entered into will be annexed to, and will be read with, this MOU.
- 5.3. WALGA acknowledges that it does not need to agree to the individual content of, or endorse, any Schedule entered into under this MOU.
- 5.4. WALGA will be provided a copy of each Schedule entered into under this MOU within a month of the Schedule being signed by WA Police Force and the Third-Party Provider.

6. Roles and Responsibilities

- 6.1. WA Police Force will:
 - a. coordinate the installation of a Gateway Device, or any similar device utilised by the Vendor for the purposes of linking a Third-Party Provider's CCTV System to the Vendor's Platform, at any site where the control centre of a participating Third-Party Provider's CCTV System is located;
 - b. meet all the reasonable costs of installation (not including bandwidth) and maintenance during the Warranty Period of the Gateway Device;
 - c. adhere to any additional terms specified in the relevant Schedule by a Third-Party Provider relating to the ability to move or adjust the Third-Party Provider's CCTV System;
 - d. ensure that all necessary liaison, assistance and cooperation is provided to the Third-Party Provider's staff to facilitate the successful operation of the CCTV Sharing Scheme;
 - e. access and utilise the Vendor's Platform and data contained within for the purposes of, or in connection with, the performance or exercise of its official functions, duties or powers, and for the purposes for which the data was obtained; and
 - f. be solely responsible for the use of any data obtained or retained in accordance with this MOU.
- 6.2. WA Police Force will not be responsible for the day-to-day monitoring of the CCTV System.
- 6.3. Notwithstanding clause 6.2, WA Police Force, in consultation with the relevant Third-Party Provider, may monitor the relevant CCTV System to the extent that is consistent with clause 9.3 if required, however such monitoring is not to interfere with the activities of the staff of other Third-Party Providers.

6.4. WALGA will:

- a. assist WA Police Force with establishing the framework to enable LGA participation in the CCTV Sharing Scheme, providing input as set out in this MOU; and
- b. provide encouragement, guidance and support to WA Local Governments who are WALGA members that propose to be Participants, including with respect to the process, purpose and effect of entering into a Schedule to this MOU and participating in the CCTV Sharing Scheme.

6.5. It is intended that any Third-Party Provider will:

- a. allow the installation of the Gateway Device or any similar device utilised by the Vendor for the purposes of linking a Third-Party Provider's CCTV System to the Vendor's Platform, subject to the outcome of the Discovery Process as outlined in clause 6.6;
- b. allow WA Police Force access to a Third-Party Provider's CCTV System using the Vendor's Platform;
- c. be responsible for maintenance, repair or replacement of the Gateway Device after the Warranty Period has expired (as outlined in 6.1 a.);
- d. collaborate with the Vendor and WA Police Force to either perform (if requested) or provide assistance (if required) to configure the appropriate 'camera profile' on nominated CCTV cameras, to enable secondary streams to be sent on request to the Gateway Device, or any similar device utilised by the Vendor for the purposes of linking a Third-Party Provider's CCTV System to the Vendor's Platform;
- e. liaise with WA Police Force prior to upgrading or altering their CCTV System in any way that may impair the compatibility of facilities installed at their premises with the Vendor's Platform; and
- f. report to the WA Police Force liaison officer at clause 17.1, in writing as soon as practicable, any issues that are affecting or may affect the CCTV access being provided e.g., camera faults or removal.

6.6. Discovery Process

- a. Prior to the installation of the Gateway Device or before the upgrade or alteration of the Third-Party Provider's CCTV System, the Vendor and the Third-Party Provider will undergo a discovery process to define and understand:
 - i. The CCTV System used by the Third-Party Provider;
 - ii. Agreement on which CCTV cameras can be shared with WA Police Force;
 - iii. Agreement on the bandwidth to be made available by the Third-Party Provider;

- iv. The resolution to be used for streaming the CCTV cameras; and
 - v. The physical location where the Gateway Device will be installed.
- b. After consultation and agreement with the Third-Party Provider, the Vendor will develop a 'low-level' architecture that will detail installation and connection in a manner that does not impact the operations of the Third-Party Provider.
 - c. The intent of the discovery process is to minimise or eliminate any impact on the Third-Party Provider's operations, infrastructure or software. Acceptance of the plan includes acceptance of any risk.
 - d. During the discovery process, the Vendor can address any particular queries that the Third-Party Provider may have.
 - e. Installation of the Gateway Device will only proceed if all Parties are satisfied with the discovery process and after endorsement by the Vendor and the Third-Party Provider.

7. Principles

- 7.1. The Participants will take all reasonable steps to ensure that any data shared between any of the Participants under the auspices of this MOU will be:
 - a. shared securely, safely and lawfully;
 - b. consistent with the legal, privacy and security obligations applicable to each of the Participants; and
 - c. managed as set out in this MOU and Schedules.

8. Funding

- 8.1. Except as provided for in clause 6 of this MOU or any Schedule to this MOU, all Participants will meet their own operational costs (including bandwidth) associated with the activities stemming from the operation of this MOU.

9. Intended Data Sharing Process

- 9.1. Third-Party Providers shall nominate which public-facing CCTV cameras and/or live streams within their jurisdiction will be viewable by WA Police Force.
- 9.2. WA Police Force will have access to the nominated live CCTV feeds of Participants at all times for the duration of the relevant Schedule and/or this MOU.
- 9.3. Unless otherwise agreed by a relevant Third-Party Provider, WA Police Force will not have operative control of any mechanical pan/tilt/zoom (PTZ) CCTV cameras.
- 9.4. WA Police Force may use the Vendor's Platform to take an image of any person/s or thing captured by the Third-Party Provider's CCTV System which is of interest in relation to a law enforcement or community safety issue; for the purpose of further police investigation; or for the purpose of intelligence-gathering, including dissemination internally within WA Police Force.

- 9.5. WA Police Force may use the Vendor's Platform to release an image of any person or thing captured by the Third-Party Provider's CCTV System externally to media outlets for the purpose of law enforcement or community safety; further police investigation; or for the purpose of intelligence-gathering. This will not be released without prior approval, in writing, from the Third-Party Provider.
- 9.6. WA Police Force may share any live CCTV feed available through the Vendor's Platform on the basis of this MOU with other Australian law enforcement agencies for the purposes of community safety, maintaining law and order or investigating alleged criminal behaviour or activity under Australian law, including the law of any Australian State or Territory.
- 9.7. Where WA Police Force requires the retrieval or use of any footage captured by a Third-Party Provider's CCTV System for evidential purposes or for further investigation, a request will be made to the Third-Party Provider directly for export of the relevant footage in accordance with any applicable legislation and WA Police Force operating procedures.

10. Vendor and WA Police Force Access and IT Security

- 10.1. The Vendor will implement a single sign-on (**SSO**) function for WA Police Force staff to access the Vendor's Platform. The SSO function will make the Vendor's Platform a Restricted Access Computer system and therefore any unlawful access or use of data from the CCTV System may constitute a criminal offence under s 440A of the *Criminal Code (WA)*.
- 10.2. The role of the Vendor is to link data systems between WA Police Force and Third-Party Providers. The Vendor does not store any data and is not appraised of the purpose of any data sharing on the Vendor's Platform in accordance with this MOU.
- 10.3. The Vendor's Platform will operate on an Australian based server, and at no time will data move off-shore.
- 10.4. WA Police Force staff will access the Vendor's Platform through their police computer network logon and can only access that network consistent with the security controls that are in place. All access to the Vendor's Platform and activities conducted within are logged and can be audited at any time by WA Police Force, if required.
- 10.5. The Vendor's Platform will not be accessible on the internet.

11. Security of Data

- 11.1. The Participants will take appropriate measures to secure any data collected or retained in accordance with this MOU, as applicable, in accordance with relevant legislation and internal policies, and agree to ensure:
 - a. appropriate security measures are in place to protect data provided by any other Participant from unauthorised use, access, modification or disclosure;
 - b. that any of their personnel who are authorised to access data provided by any other Participant will not record, disclose or communicate such data except in

the performance of official duties, or as otherwise set out in this MOU or any Schedule or as agreed between the relevant Participants or where permitted by law.

- c. the provisions of this MOU governing the use, protection, and handling of data collected or retained in accordance with this MOU will survive the termination of this MOU.

12. Third Party Access to Data

12.1. Other than as provided for in clauses 9.4 to 9.7, and unless required by any applicable law, any data collected or retained in accordance with this MOU shall not be shared with, or transferred to any third party without the prior written consent of the Third-Party Provider from whom the data originated.

13. Conflict of Interest

- 13.1. If a conflict of interest arises in respect to or between any Participants, the relevant Participants must:
- a. promptly notify the other Participant/s that the conflict has arisen and provide full details; and
 - b. take reasonable steps in consultation with the other Participant/s to resolve or remove the conflict as soon as possible.

14. Dispute Resolution

14.1. Any dispute that arises between the Parties in relation to the content or operation of this MOU will be referred to the respective Liaison Officers, nominated in clause 17, and the applicable Schedule for resolution. Where the Liaison Officers are unable to resolve the dispute, the matter may be referred to the signatories to this MOU for resolution.

15. Commencement and Duration

- 15.1. This MOU comes into effect on the Commencement date.
- 15.2. This MOU remains in effect until it is cancelled in writing by either Party, providing a minimum of 30 days' notice.
- 15.3. This MOU may be executed in any number of counterparts which, when taken together will be considered as one document.

16. Review and Variation

- 16.1. This MOU is to be reviewed within a period of two years after the Commencement date, and every two years thereafter. This MOU may be reviewed at any other time at the request of either Party. This MOU, excluding the Schedules, may only be varied by written agreement of the Parties.
- 16.2. In the event of an inconsistency between this MOU and a Schedule to this MOU, the inconsistency shall be resolved in favour of the Schedule.

17. Liaison Officers

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

WA Police Force

Divisional Superintendent
State Operations Command Centre
(08) 9263 2492
SOCCDivisionalOffice@police.wa.gov.au

WALGA

Tony Brown
Executive Director Member Services
(08) 9213 2051
tbrown@walga.asn.au

ENDORSEMENT



SIGNED FOR AND ON BEHALF OF

WESTERN AUSTRALIA POLICE FORCE by:

Arlene Mavratsou APM

Assistant Commissioner

State Intelligence and Command

18 October 2024

**SIGNED FOR AND ON BEHALF OF
WESTERN AUSTRALIAN LOCAL
GOVERNMENT ASSOCIATION** by:



Nick Sloan

Chief Executive Officer

Date: 25 October 2024