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Memorandum of Understanding between the Australian Federal Police (ACT Policing) and ACT Department of Disability, Housing and Community Services (Housing ACT)

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1. Parties

The parties to this Memorandum of Understanding (MOU) are:

- The Australian Federal Police, ACT Policing (ACT Policing) and
- The ACT Department of Disability, Housing and Community (Housing ACT).

2. Purpose

2.1 This Memorandum of Understanding (MOU), between ACT Policing and Housing ACT, reflects the understanding reached between the Chief Police Officer for the Australian Capital Territory (ACT) and the Chief Executive, Disability, Housing and Community Services (ACT Government).

2.2 The purpose of this MOU is to foster positive working relations between ACT Policing and Housing ACT and identify opportunities for collaborative practice. This MOU aims to improve the safety, security and well-being of public housing tenants by promoting a collaborative and cooperative approach by both agencies.

2.3 A key objective of this MOU is to ensure that officers of Housing ACT and ACT Policing have a clear understanding of the responsibilities and procedures of both agencies as they relate to the maintenance of law and order in Housing ACT premises and to the exchange of information.

3. Roles of the parties

3.1 ACT Policing is responsible for the provision of police services to the ACT. Those services include the prevention of crime and protection of persons from injury or death, and property from damage, whether arising from criminal acts or otherwise.

3.2 Housing ACT is responsible for the provision of safe, secure and affordable housing, and operates under the [Housing Assistance Act 2007](#), and the [Residential Tenancies Act 1997](#).

3.3 Housing ACT tenants are responsible for abiding by the terms of their lease including not using the premises or permitting them to be used for an illegal purpose nor causing noise or disturbance to neighbours.

3.4 The parties expressly agree that this MOU does not create a legally binding relationship between the parties but agree to act in the spirit of cooperation.

4. Principles of this Memorandum of Understanding

4.1 ACT Policing and Housing ACT undertake to regularly consult and maintain ongoing liaison over issues relating to the maintenance of law and order in Housing ACT properties.

4.2 ACT Policing and Housing ACT agree to cooperate in the development and implementation of crime prevention and community safety strategies.

5. Definitions

In this MOU unless the contrary intention appears:

Housing ACT AFP Liaison Officer	The person specified by name or position in Part B of Schedule 1, or the person for the time being performing the duties of that position
AFP ACT Policing Project Officer	The person specified by name or position in Part B of Schedule 1, or the person for the time being performing the duties of that position.
Chief Executive	The Chief Executive, ACT Department of Disability, Housing and Community Services and includes any person or persons to whom a person holding that office delegates, in writing, their powers.
Chief Police Officer	The Chief Police Officer (CPO) for the ACT, and includes any person or persons to whom the CPO delegates, in writing, their powers.
Crime Scene	<p>The area in the immediate vicinity of an incident:</p> <ul style="list-style-type: none"> ▪ in which evidence might be found, the limits of which will vary according to the nature of the incident; or ▪ where there may be evidence of a significant probative value of the commission of an offence that happened somewhere else; and ▪ which requires protection for a time reasonably necessary to search for and gather evidence of the commission of an offence.
Executive Director	The Executive Director, Housing and Community Services and includes any person or persons to whom a person holding that office delegates, in writing, their powers.
General	General information of a statistical nature which does not

statistical information	identify individual tenants
Law Enforcement	For the purposes of this MOU means the enforcement of criminal law or of a law imposing a pecuniary penalty.
Logistical Support	Practical support including the provision of information, services or property to assist police officers in the exercise of their duties and responsibilities.
Management Committee	Committee formed pursuant to clause 7 of this MOU.
MOU	This agreement, including the schedules to this agreement.
Notification	Communication between the parties to this MOU, whether oral or in writing, including communication delivered by phone, electronic mail, facsimile or any other means.
Parties	The AFP ACT Policing and ACT Department of Disability, Housing and Community Services, and includes the officers, employees, agents and contractors of AFP ACT Policing and Housing ACT.
Personal Information	Information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can be reasonably ascertained, from the information or opinion.
Police Services	Includes services by way of the prevention of crime and the protection of persons from injury or death, and property from damage, whether arising from criminal acts or otherwise.
Serious Incident	<p>An incident which has or is likely to affect the ability of Housing ACT to provide safe and secure housing by causing:</p> <ul style="list-style-type: none"> ▪ significant loss or damage, or threat of imminent damage, to Housing ACT properties; ▪ situations which threaten the safety of Housing ACT tenants, staff, contractors or members of the public who are present on Housing ACT property; ▪ sieges on Housing ACT property; or ▪ AFP ACT Policing action which results in substantial damage to Housing ACT property. <p>For the purpose of the MOU, the term 'substantial damage' is defined as incidents where the extent of damage in a property is</p>

estimated as likely to cost in excess of \$10,000 to effect repair or reinstatement.
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6. Commencement and duration

6.1 This MOU will commence on the date of execution (the last date of signing), and operate until all obligations under this MOU are satisfied.

7. Management and dispute resolution

7.1 The parties agree to establish a management committee consisting of the ACT Policing Project Officer and the Housing ACT AFP Liaison Officer and other officers as necessary.

7.2 The MOU is a working document and the management committee will raise issues requiring amendment. The Terms of Reference for the management committee are:

- the committee will be responsible for the administration, implementation and coordination of the MOU and its objectives, and will recommend amendments as necessary to ensure the agreement remains relevant and useful;
- the management committee will meet regularly at agreed times and places;
- the management committee will meet at times and locations as agreed between the parties;
- ACT Policing and Housing ACT will host meetings (provide venue, chair and secretariat services) on an alternate basis;
- the committee will have a particular focus on ensuring that training detailed in Clause 16, takes place; and
- the committee's focus shall remain on opportunities for joint participation on projects of mutual interest, joint training opportunities and significant operational matters rather than seeking to resolve individual concerns.

7.3 The parties acknowledge that the application of the operating guidelines arising from this MOU will be resolved by consultation between:

- the officers at workplace level, and if agreement cannot be reached; then
- team leaders or equivalent on behalf of each party; then
- the relevant Manager, Housing ACT and the relevant Manager, ACT Policing; then
- the Director, Housing ACT and the Coordinator OMIS; then
- the Deputy Chief Police Officer and the Deputy Chief Executive; then
- the Chief Police Officer and the Chief Executive.

7.4 Until such time as a dispute is resolved in accordance with clause 7.3 the parties agree that they will continue to discharge their obligations to each other in accordance with the MOU except in so far as those obligations touch upon the subject matter of any unresolved aspects of the dispute or difference.

8. Responsibilities of the parties

8.1 ACT Policing and Housing ACT agree to:

- cooperate in accordance with the Operational Guidelines set out in the Schedule attached to this MOU; and
- ensure their relevant personnel are aware of, and appropriately trained in the procedures contained within this MOU.

9. Incident reporting

9.1 A party which becomes aware of any incident, claim or proceedings arising from conduct under this MOU will notify, as soon as practicable, any other party that may be involved in or affected by the incident claim or proceedings of the relevant details of the matter. The parties agree to cooperate in relation to any enquiry, investigation or handling of the matter.

10. Liability

10.1 AFP ACT Policing agrees to accept liability for any loss, damage or injury arising from any negligent act or omission by AFP ACT Policing or its employees in connection with this MOU. AFP ACT Policing's liability will be reduced proportionally to the extent that any act or omission of Housing ACT contributed to the relevant loss or damage.

10.2 Housing ACT agrees to accept liability for any loss, damage or injury arising from any negligent act or omission by Housing ACT, its employees or contractors in connection with this MOU. Housing ACT liability will be reduced proportionally to the extent that any act or omission of AFP ACT Policing contributed to the relevant loss or damage.

11. Costs

11.1 The parties agree to bear their own costs arising from this MOU.

12. Information and intelligence exchange

12.1 The parties agree, subject to applicable legislation to exchange information (including intelligence) relevant to:

- the performance of their respective functions; and
- meeting the objectives of this MOU.

12.2 The parties agree to:

- ensure appropriate security measures are in place to protect any information provided by the other parties; and
- comply with any conditions, restrictions or caveat imposed by another party in respect of the handling or disclosure of information.

12.3 If a party becomes aware that information it received pursuant to this MOU is subject to any civil legal proceedings, subpoena or freedom of information request,

that party will promptly consult the party that provided the information before any information is disclosed.

12.4 Where secrecy and privacy laws permit, the parties agree to exchange information, where reasonably necessary to ensure the safety of employees, contractors and/or residents on Housing ACT premises.

13. Protection of personal information

The parties agree to:

- comply with the Information Privacy Principles contained in the *Privacy Act 1988*;
- use personal information held or controlled by them in connection with this MOU only for the purposes of fulfilling their functions consistent with this MOU;
- take all reasonable measures to ensure that personal information in their possession or control in connection with this MOU is protected against loss and unauthorised access, use, modification or disclosure.
- This clause will survive the expiration or termination of this MOU.

14. Relationship of the parties and publicity

14.1 Neither party will use the name or logo of the other party, suggest any endorsement by the other party, or make any public announcement or media release about any aspect of this MOU, without the prior written consent of the other party.

14.2 Whether because of this MOU or otherwise, each party agrees not to represent itself as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.

14.3 Either party will not by virtue of this MOU be, or for any purpose be deemed to be, an employee or agent of the other party. No partnership will be deemed to arise between the parties as a consequence of this MOU.

14.4 Both parties recognise that media reporting of incidents on or in Housing ACT properties can be a sensitive issue. Both parties agree to consult before the issue of any media release which impacts on either party, by way of clearance of media releases by respective media units and/ or Executive areas, on issues of joint responsibility.

14.5 The Management Committee may determine procedures in relation to media releases and briefings to the CPO and the Chief Executive ACT Department of Disability, Housing and Community Services. Media releases and interviews must be made in accordance with AFP pre-trial publicity guidelines, where applicable, and must adequately reflect the contribution of each party.

Where appropriate, there will be joint briefings of the CPO and the Chief Executive ACT Department of Disability, Housing and Community Services.

15. Notices

15.1 Any notice, request, or other communication to be given or served pursuant to this MOU will be in writing and except as otherwise provided, delivered to the Project Officer/Liaison Officer at the addresses specified in Part B of the attached Schedule.

16. Training

16.1 To promote professional relationships between ACT Policing and Housing ACT officers, joint training sessions may be undertaken. Such training sessions would serve to allow officers from both parties to share experiences and knowledge and enhance working relationships in joint investigations.

17. Variation

17.1 This MOU may be varied from time to time by agreement in writing signed by both parties.

17.2 Either party may terminate this MOU without reason by giving the other party twenty-eight days notice in writing addressed to the other party's Management Committee representative.

18. Entire agreement

18.1 This MOU, including any attachments, constitutes the entire agreement of the parties with respect to the subject matter of this MOU and supersedes all prior agreements, representations, understandings and negotiations (either written or oral) with respect to such subject matter.

19. Unforeseen demands

19.1 The parties to this MOU will not be required to honour commitments under this MOU in the event of major or unforeseen demands on their resources.

20. Signatures

Signed by the parties on the 24th day of October 2008.

SIGNED for and on behalf of
the Australian Federal Police

Leanne Close
Performing the duties of
Chief Police Officer for the ACT

In the presence of

s 47E(c)

(signature and name of witness)

SIGNED for and on behalf of
the ACT Department of Disability,

CRM2021/697

Sandra Lambert
Chief Executive
ACT Department of Disability,
Housing and Community Services

In the presence of

David Matthews
(signature and name of witness)

Schedule

A. Operating guidelines

1. Housing ACT

1.1 The role of Housing ACT is to provide public housing assistance within the ACT, including:

- the provision of appropriate and affordable accommodation, in the right locality and condition to meet the needs of existing and emerging clients;
- ensuring all reasonable measures are taken to maintain sustainable tenancies through appropriate support mechanisms;
- managing public housing dwellings in accordance with public housing asset management principles (as set out in the Public Housing Asset Management Strategy 2003-08);
- respecting client's rights to the quiet enjoyment of safe and secure premises;
- awareness of a broader responsibility for children, young people and vulnerable members of our community; and
- ensuring that property and tenancy management is in accordance with individual tenancy agreements and the *Residential Tenancies Act 1997* (ACT).
- provision of formal documented authorisation required to enable ACT Policing to fulfil their responsibilities as part of this MOU.

1.2 Housing ACT undertakes to cooperate with ACT Policing in the prevention of crime and the investigation of any crime alleged to have occurred on Housing ACT premises.

2. ACT Policing

2.1 The role of ACT Policing includes:

- responding to calls for assistance from public housing tenants or Housing ACT officers, having regard to the urgency and seriousness of the matter involved and in accordance with the ACT Policing priority response model and balanced against other incidents;

- monitoring and undertaking specific crime targeting activity of identified Housing ACT property and premises and, on the basis of shared information, paying particular attention to areas of special concern;
- responsibility for the management and control, utilising accepted ACT Policing procedures, in dealing with emergencies such as fire, flood, or bomb threat;
- taking appropriate action to evict a specified person within the period specified in a warrant issued under section 40 of the *Residential Tenancies Act 1997* (ACT), following receipt of formal documented authorisation from Housing ACT;
- in order to prevent a breach of the peace occurring, supporting Housing ACT in the removal of persons from Housing ACT properties where there is a risk of violence against the person or damage to property, including instances of domestic violence; and
- the investigation of alleged fraud offences against Housing ACT.

3. Joint responsibilities

3.1 AFP ACT Policing and Housing ACT may agree to:

- cooperate in the development and implementation of crime prevention and community safety strategies;
- work together to address issues of mutual concern, with those of personal safety of tenants, Housing ACT staff, and community members and the security of property being provided the highest priority;
- participate in relevant consultative and training forums convened by the other;
- regularly consult and maintain ongoing liaison over issues relating to the maintenance of law and order in Housing ACT properties; and
- the Management Committee will meet as noted in the management Committee guidelines.

4. Liaison and communication

4.1 ACT Policing and Housing ACT agree to confer and maintain formal liaison through the Management Committee to identify further opportunities for collaboration.

4.2 The parties agree to exchange information in accordance with the provisions of sections 12 and 13.

5. Written requests for information

5.1 A request for information by either party will be in writing and submitted through:

- in the case of ACT Policing members seeking information from Housing ACT, the Superintendent, ACT Policing Intelligence; and
- in the case of Housing ACT staff seeking information from ACT Policing, the relevant Housing ACT Manager (Regional Manager or above)

5.2 The release of information by either party must be assessed and approved by:

- in the case of ACT Policing, the Superintendent, ACT Policing Intelligence, or a delegate; and
- in the case of Housing ACT, the relevant Housing ACT Manager (Regional Manager or above).

5.3 Where ACT Policing requests information from Housing ACT the request should include:

- the reason why the information is sought;
- identification of the property from which the alleged criminal offence is being conducted;
- the nature of the assistance required together with a statement of the relevant legislation under which release of the information is being sought;
- identification of the property; or
- any other information that might reasonably be expected to affect Housing ACT's tenancy and property management functions.

5.4 Where Housing ACT requests information from ACT Policing the request should include:

- a notice of the purpose for which the information is sought;
- any identifying details known, such as full names, dates of birth etc;
- any known ACT Policing references (for example PROMIS reference numbers); and
- where the information is provided on the basis that the person to whom it relates consents to disclosure, a copy of the written consent of that person.

6. Oral requests for information

6.1 Oral requests by either party will only be accepted where the urgency is such that it is not practicable to have it in writing. Authority to release information in such cases rests with:

- in the case of ACT Policing during business hours, the Superintendent, ACT Policing Intelligence, or in their absence or outside business hours the relevant Duty Superintendent; and
- in the case of Housing ACT, the Director Housing ACT, Senior Manager Tenancy or Operational Services, and the Strategic Asset Manager.

6.2 All oral requests for information must be followed up in writing within 24 hours.

6.3 All oral requests by ACT Housing during business hours will be to the Superintendent, ACT Policing Intelligence on s 47E(d) and outside business hours will be to the Team Leader, ACT Policing Operations on 131444.

7. Statistical information

7.1 Housing ACT can provide ACT Policing with statistical information of a property and/or tenancy nature provided it does not allow 'data matching' or the identification

of individual tenants.

7.2 In response to crime prevention initiatives generally, ACT Policing can provide Housing ACT with statistics on reported crime for relevant locations (through the ACT Policing Policy Performance and Planning Team), examples of which may include:

- statistics to support tenant claims of crime trends at, or surrounding particular sites; and
- statistics to assist in identifying trend changes as a result of security improvements to or crime prevention activities at particular sites.

8. Logistical support

8.1 Housing ACT will provide logistical support to ACT Policing at no cost. The circumstances in which this may occur include, but are not limited to:

- where there is an emergency posing an imminent threat to life or property;
- for the AFP's provision of police services; and
- in the routine exercise of community protection functions, and crime prevention activities.

8.2 The provision of logistical support will be decided on a case-by-case basis and may include, but is not limited to:

- access to properties;
- provision of plans of units or buildings;
- specifications for asset components eg: secure entry points to common areas or individual properties;
- information about the occupants of a property, subject to section 13;
- information about vacant Housing ACT properties;
- all information deemed to be necessary for the preservation of life or property; or
- details of next of kin, if known.

8.3 Requests for logistical support should be made through the Team Leader, ACT Policing Operations to the Housing ACT Liaison Officer.

9. Serious incidents

9.1 ACT Policing will, subject to legal and operational restrictions, notify Housing ACT of a serious incident occurring on premises. All notifications will be made by the Team Leader ACT Policing Operations to the Housing ACT AFP Liaison Officer.

9.2 Housing ACT undertakes to refer to ACT Policing all serious incidents which may involve or impact upon Housing ACT tenancies or properties.

9.3 Following a serious incident Housing ACT will assist ACT Policing where appropriate, by securing the tenant's premises or property.

9.4 When ACT Policing have established that a serious incident could be repeated and thus cause a situation of imminent danger to Housing ACT properties, staff, tenants, contractors or members of the public who are present on Housing ACT property, they will inform Housing ACT of such a risk and of any subsequent action deemed necessary to safeguard those properties or persons. All notifications will be made by the Team Leader ACT Policing Operations to the Housing ACT AFP Liaison Officer.

9.5 Preservation of the crime scene is a critical part of a criminal investigation. Housing ACT employees and contractors will wait for police clearance that all evidence has been collected before beginning cleaning up operations. All notifications will be made by the Team Leader ACT Policing Operations to the Housing ACT AFP Liaison Officer.

9.6 If a tenant informs Housing ACT that they have seen or experienced criminal activity, or have reasonable grounds to believe that criminal activity is occurring, on Housing ACT premises, they should be advised to report the matter to ACT Policing Operations via 000 for urgent matters and 131444 for non urgent matters.

B. Project Officers

ACT Policing Project Officer	Housing ACT AFP Liaison Officer
Superintendent ACT Policing Intelligence GPO BOX 401 Canberra ACT 2601 Phone: [Redacted] Facsimi [Redacted]	Senior Manager, Tenancy Housing ACT Locked Bag 3000 Belconnen 2616 Phone: [Redacted] Facsimi [Redacted]
Superintendent ACT Policing Operations GPO Box 401 Canberra ACT 2601 Phone: [Redacted] Facsimi [Redacted]	

C. Housing ACT tenancy management contacts

Manager Northern Region Manager, Central Region Manager, Southern Region Senior Manager, Gateway Services and Operational Policy	[Redacted]
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