

The Litter and Dumping Management System

Memorandum of Understanding

Between

The Systems Manager (EPA Tasmania)

And

Department of Justice (Community Corrections)

And

Local and State Government land managers

21 August 2019

Context

This Memorandum of Understanding (MoU) has been developed as a result of a commitment made by the Tasmanian Government to develop a web application that allows reporting of littering hotspots and utilising offenders on community corrections orders (CCOs) to undertake the clean-up. It articulates the roles and responsibilities for the administration and implementation of the Litter and Dumping Management System (LaDMS).

LaDMS is a system that enables the management of litter and dumping reports, the management of areas needing regular clean ups, and the clean-up of those sites. It also allows the public to report incidents of litter and dumping via the system's public web interface, called 'Report Rubbish'.

An administrative system view of LaDMS will be available to all authorised parties to input data and maintain. Litter and dumping notifications received via 'Report Rubbish' will be automatically forwarded to relevant land managers for action.

This MoU does not constitute or create any legally binding or enforceable obligations on any party.

Parties are expected to act in good faith at all times during their use of LaDMS.

Purpose

The purpose of this MoU is to outline arrangements between the parties and their roles and responsibilities in relation to delivery of the LaDMS. This includes:

- Using and maintaining the data in LaDMS.
- Removing rubbish from public land.
- Responding to 'Report Rubbish' complaints through LaDMS.
- Identifying and recording litter and dumping hotspot areas in LaDMS.
- Managing and allocating Community Correction Order (CCO) Offenders to clean litter up, where it is deemed to be a safe activity for them to undertake, and collecting and disposing of rubbish collected by CSOs.

Services and arrangements:

All parties understand and agree that activities carried out under this agreement are subject to local policies and procedures.

All parties acknowledge that changes to government policy direction, agency priorities or funding arrangements may result in a need to vary the arrangements outlined in this MoU and its attachments, and agree that this may be done by mutual agreement and exchange of letters between the parties.

Responsibilities

Role of the Systems Manager

The Systems Manager is responsible for:

- The development and ongoing administration of LaDMS.
- Upgrading the system as required.
- When the system is sufficiently developed, and data has been supplied, providing land managers with information relating to the littering and dumping hotspots in their municipality.

Role of Land Managers

Land Managers are responsible for:

- Responding to litter and dumping complaints made through LaDMS, or, if they are not the land manager, forwarding it on to the responsible land manager.
- Logging jobs into LaDMS and updating details as the status of the jobs changes, including closing the job, once it is complete.
- Advising the Principal Service Provider (Community Corrections) in a timely fashion, if CCOs are sought to perform specific clean-ups.
- Collecting and disposing of rubbish collected by CCOs.

Role of Principal Service Provider

The principal service provider is responsible for:

- Matching an offender with a suitable project, littering report or site requiring clean up.
- Undertaking an assessment of potential sites for suitability.
- Responding to requests made, subject to the points above, and responding to the land manager.
- Recording actions, as required, on LaDMS.

The criteria used for matching offenders with a suitable project, and for assessing potential sites for suitability can be found at Appendix A.

Use of Offenders on Community Corrections Orders

The parties agree that when community corrections orders offenders are utilised, the criteria in Appendix A and the following will apply.

Workers Compensation

An offender performing community work pursuant to this MOU is pursuant to Section 42AZ of the *Sentencing Act 1997* taken to be a Crown employee for the purposes of the *Workers Rehabilitation and Compensation Act 1988*.

“Community work” includes a journey made for the purposes of performing community service in accordance with a community correction order.

Work Health and Safety

The Crown and any other party to this MOU that is providing a project site for clean-up by *offenders on Community Corrections Orders* are separate Persons Conducting a Business or Undertaking for the purposes of the *Work Health and Safety Act 2012* and have a concurrent duty of care pursuant to that Act. Specific accountabilities of parties are shown at Appendix A.

Confidentiality

All parties agree that unless expressly authorised in writing by the other party or required by law, confidential information will not be disclosed to any third party.

Parties understand that they are bound by privacy laws applicable to them in their respective jurisdictions.

Administrative Arrangements

The Systems Manager will undertake and co-ordinate the administrative arrangements for this MoU.

Media/Marketing and Promotional Activities

The parties agree to consult with the Systems Manager and other relevant parties if planning media or other promotional activities.

Protocols around media management and offenders and Community Corrections employees can be found at Appendix A.

Dispute resolution

The parties agree to collaborate to resolve difficulties that may arise.

Should issues remain unresolved the matter shall be referred to the delegates of the parties for resolution.

Termination

Parties are free to withdraw from this MoU at any time without any legal consequence. The Parties agree to provide notice of their intention to the Systems Manager 14 days prior to their withdrawal.

Appendix A

Work Site Assessment criteria

The Service Provider will use the following criteria when considering sites for clean up by members of the Service Provider.

Assessment of Potential Work Sites by Community Corrections (DoJ)

Potential project sites that are referred pursuant to this MOU will be assessed by Community Corrections to determine suitability against the following criteria:

- Whether the project site is a safe working environment;
- Whether the project site is community based;
- Whether placing offenders at a project site will not take paid employment from others in the community;
- Whether the project site provides reparation to the community through the completion of useful/meaningful tasks;
- Whether the activity has the capacity to improve an offenders' pro-social attitude and skills;
- Whether engagement at the project site improves the interaction between offenders and the community;

It is not essential for a project site to meet all the criteria listed above.

Offender Placement by Community Corrections (DoJ)

Community Corrections is responsible for matching an offender with a suitable project and will aim to achieve the best possible outcomes for both the offender and the project site.

The following factors will be taken into account when matching an offender with a project site:

- the offender's level of skills, abilities, qualifications and knowledge;
- the offender's personality, general experience and personal interests;
- the offender's capacity to relate to individual recipients or organisations being assisted;
- any restrictions imposed by a project site;
- the project/programs capacity to address the offenders needs;
- the level of risk of re-offending;
- the nature of the offences and prior conviction history.

Work Health and Safety arrangements

Without limiting their legislative duty of care, the parties acknowledge the following specific responsibilities:

Land Manager

1. To take all reasonably practicable actions to identify any hazards associated with a proposed clean-up site and conduct any necessary risk assessment prior to referral of the site to the Service Provider.
2. To communicate the existence of all identified hazards and any consequent risk assessment to the Service Provider.
3. To participate in any risk assessment process undertaken by the Service Provider.
4. To be satisfied that the Service Provider has appropriate measures in place to control all identified risks.
5. To retain records of all risk assessments and control measures.
6. To provide the Service Provider with a contact person for the notification of incidents where persons are injured as a consequence of the clean-up activity including those notified to the work health and safety regulator.

Service Provider

1. To conduct its own hazard identification and risk assessment process on all referred sites prior to work commencing.
2. To consult with the Land Manager on controls to be applied for all identified risks.
3. To ensure that persons working at the clean-up site are consulted on all identified risks and the agreed control measures.
4. To provide adequate information, training, instruction and supervision to protect all persons from risks to their health and safety.
5. To ensure that all equipment used in the clean-up operation is maintained and fit for purpose.
6. To take all necessary actions pursuant to Part 3 of the *Work Health and Safety Act 2012* when a notifiable incident occurs.
7. To retain records of all risk assessments and control measures.
8. To immediately notify the Land Manager of all incidents where persons are injured as a consequence of the clean-up activity including those notified to the work health and safety regulator.
9. To immediately notify the Land Manager of any visit to the clean-up site by an Inspector, WHS Entry Permit Holder or health and safety representative.

Media and promotional activity protocols

If a media interview or event is held, the following protocols shall be observed unless otherwise approved by the Director, Community Corrections.

1. Offenders and Community Corrections employees must not be identified, interviewed, recorded, filmed or photographed.
2. Any information that has the potential to identify an offender or a victim or the location of an offender or a victim is not to be released, recorded, filmed or photographed.
3. Details about the offences committed by offenders are not to be released.