

LETTER OF UNDERSTANDING

1. Purpose

This Letter of Understanding ("LOU") establishes a framework for a cooperative working relationship between BYRON SHIRE COUNCIL ("BSC"), NSW NATIONAL PARKS & WILDLIFE SERVICE ("NPWS") and the NSW POLICE FORCE ("NSW POLICE") for the purposes of traffic management, reserve use and responses to antisocial behaviour in the area known as Seven Mile Beach Road and the surrounding environment ("the Area").

Collectively these three (3) organisations are described herein as "the Parties".

2. Outcomes

Under the terms of the LOU the Parties will:

- Work collaboratively with each other and the community
- Review regulatory signage and improve signage, where required
- Contribute to education campaigns that promote community safety and protection of the environment
- Coordinate law enforcement patrols and responses to high risk activities

3. Roles and Responsibilities

The Parties agree to the following responsibilities -

BSC agree to be responsible for:

- Parking compliance within Council owned/managed land
- Illegal camping activities within Council owned/managed land
- Proactive patrols of the Area
- Parking signage within Council owned/managed land

NPWS agree to be responsible for:

- Ongoing management of Broken Head Nature Reserve
- Parking compliance within Broken Head Nature Reserve
- Illegal camping activities within Broken Head Nature Reserve
- Strategic patrols within Broken Head Nature Reserve
- Assistance with weed control on both sides of the road reserve within the Area
- Implementing and maintaining interpretive and regulatory signage within Broken Head Nature Reserve
- Wildfire response within Broken Head Nature Reserve

NSW Police agree to be responsible for:

- Response to emergency situation such as water rescues, motor vehicle collisions, fires, medical episodes, etc
- Response to crime
- Proactive patrols
- Traffic compliance
- Parking compliance
- Illegal camping activities

The Parties agree to the following categorisations -

High risk illegal activities are defined as:

- Fires (in bushfire danger or total fire ban periods)
- Matters involving serious injury or requiring urgent medical help
- Serious accidents requiring rescue
- Matters that threaten or endanger life or property
- Dangerous driving offences
- Doofs
- Parties of approx. 50 people with amplified music, alcohol and drugs

High risk illegal activities should be reported immediately by calling 000

Other activities are defined as:

- Illegal parking
- Driving complaints
- Illegal camping
- Dogs

Activities defined as 'other activities' will be dealt with by the Parties during strategic/regular patrols.

4. Notifications and Escalation

When notifications from the public are received by the Parties, an alert will be sent to all other Parties to advise the response being undertaken.

5. Publicity

The Parties agree to develop joint media releases to portray the cooperative approach being undertaken by the Parties and to assist outcomes identified in section 2 of this LOU.

6. Working Together

The parties give an undertaking to be timely and professional in their dealings with each other. Openness and integrity will be the cornerstone of the relationship.

7. Review of the LOU

The LOU will be reviewed and may be modified by either party with the agreement of the other parties at any time.

8. Term of the LOU

The LOU will have a term of two (2) years and will be subject to review at that time.

The LOU may be terminated at any time by any party.

The parties hereto have executed the LOU on 25 February 2021

BYRON SHIRE COUNCIL

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Name
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Signature
.....
Date

TONI GRAHAM
.....
Witness Name
.....
Witness Signature
.....
Date

NSW NATIONAL PARKS & WILDLIFE SERVICE

Jenny Atkins, Manager Tweed Byron Area

Name
.....
Signature
.....
Date

Sean Court, Ranger Tweed Byron Area

Witness Name
.....
Witness Signature
.....
Date

NSW POLICE FORCE

Det Ch Insp Matt KEHOE

Name

M.A.

Signature

23 / 02 / 21

Date

J. DOWDS Sergeant.

Witness Name

[Signature]

Witness Signature

23 / 2 / 21

Date

