

Co-located Policing Officials

PROJECT AGREEMENT FOR FAMILY LAW INFORMATION SHARING

PART 1: PRELIMINARIES

1. This Schedule has been developed in accordance with subclause 13(a) of the Project Agreement for Family Law Information Sharing (the Agreement), and should be read in conjunction with that Agreement.
2. This Schedule will commence as soon as the Commonwealth and one other Party sign it and will expire on 30 June 2022, or on completion of the project, including final performance reporting and processing of final payments against the milestones.

PART 2 – PROJECT OUTPUTS

3. The outputs of this Schedule will be the establishment and operation of co-located policing officials at, or around, agreed family law court locations.
 - i. Where the family law courts have office space to provide for the co-located policing official, they may be based at that agreed family law court location.
 - ii. Alternatively, the co-located policing official may be based at a police station or police headquarters near to the agreed court location and be available to attend the court location in person, as required.
 - iii. The co-located policing officials supported by the Agreement and the locations in which they will be based are listed in **Table 1**.

Table 1: Agreed locations for the co-location of policing officials

| Jurisdiction | Family law court locations |
|----------------------------------|------------------------------|
| New South Wales | Sydney Family Law Courts |
| | Parramatta Family Law Courts |
| Queensland | Brisbane Family Law Courts |
| South Australia | Adelaide Family Law Courts |
| Tasmania | Hobart Family Law Courts |
| The Australian Capital Territory | Canberra Family Law Courts |

4. The agreed locations may be varied bilaterally by written agreement between the Commonwealth and the relevant state. The bilateral variation of agreed locations may occur in writing between appropriately delegated senior officials of the Commonwealth and states.
5. The Parties acknowledge the functions performed by the co-located officials will be limited to the family law court registries stipulated in **Table 1**, unless the co-located officials identify capacity to expand support options to other registries.
6. The Parties acknowledge that the functions performed by the co-located policing officials may change or expand over the course of the Agreement, subject to capacity and the agreement of relevant family law court officials.

Role of co-located officials

7. The role of the co-located policing officials will be to perform various functions to:
 - (a) improve the flow of information between the family law courts and state policing agencies, and
 - (b) promote more collaborative working relationships between family law professionals and policing officials.
8. The Parties acknowledge that the establishment of co-located policing officials is not intended to replace the need for the family law courts, policing agencies and other stakeholders to otherwise contribute towards appropriate information sharing and cooperative practices for addressing family safety concerns.

Functions performed by co-located officials

9. To perform their role, the co-located policing officials may undertake the following functions, where lawfully permitted, including (but not limited to):
 - (a) implementing improved information sharing practices between police and the family law courts;
 - (b) assisting with urgent applications to be heard by the family law courts on an *ex parte* basis (principally applications for recovery orders) and indicating whether police hold relevant information;
 - (c) informing safety risk assessments to assist family law courts by performing firearms licence checks against parties to family law proceedings;
 - (d) facilitating information sharing relating to family law proceedings with police firearms registries;
 - (e) enhancing collaborative interagency working relationships and mutual cooperation.
10. The functions outlined in Clause 9 will be performed in line with relevant legislation and in accordance with any applicable agreements and memoranda reached concerning information sharing arrangements between state agencies and the family law courts.

PART 3 – MILESTONES, REPORTING AND PAYMENTS

11. The project milestones relating to co-located policing officials and their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments are set out in **Table 2**.
12. The Commonwealth will make payments subject to the submission of an annual performance report demonstrating that the relevant milestone has been met.

Table 2: Performance Requirements, Reporting and Payment Summary

| Output | Milestones | Report Due | Payment |
|------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------|-----------------------------------------------|
| The establishment and operation of co-located policing officials at the agreed family law court locations. | Establishment of co-located policing officials at agreed family law court locations. | January 2020 | 100% of the state's 2019-20 police allocation |
| | Operation of co-located policing official roles from establishment to June 2020. | July 2020 | Nil |
| | Operation of co-located policing official roles from July 2020 to April 2021. | May 2021 | 100% of the state's 2020-21 police allocation |
| | Operation of co-located policing official roles from May 2021 to April 2022. | May 2022 | 100% of the state's 2021-22 police allocation |

13. A state must meet a milestone in the corresponding financial year for a payment to be made to that state. If a milestone is met in advance of the due date, where the relevant performance report demonstrates that the milestone has been met, the Commonwealth may make the associated payment earlier than scheduled, provided it falls within the same financial year as the original milestone date.

Reporting Arrangements

14. The States will provide performance reports in accordance with **Table 2** during the operation of the Agreement. Each performance report is to contain a description of actual performance in the period to date against the project milestones.
15. The performance report relating to the establishment of the co-located policing officials, is to contain the following information:
- confirmation of successful establishment of policing officials at, or around, all agreed family law court locations in the relevant state; and
 - information about the intended model for operation of the co-located policing official (or officials), including any unresolved issues or challenges encountered during establishment.
16. The performance reports relating to the operation of the co-located policing officials for the prescribed reporting periods are to contain the following information:

- (a) confirmation of the ongoing operation of the co-located policing official (or officials) at, or around, the agreed family law court locations;
 - (b) contextual information about how the role is operating, such as the functions being performed; issues encountered; any areas for improvement identified and any collaborative activities which the co-located policing official (or officials) is engaged in;
 - (c) any other collaborative activities which the co-located policing official (or officials) is engaged in; and
 - (d) at least one de-identified case study from the reporting period, demonstrating outcomes achieved with the assistance of the co-located policing official (or officials).
17. States will provide a final performance report for 1 May 2022 to 30 June 2022 by no later than 31 July 2022.

PART 4 – FINANCIAL ARRANGEMENTS

18. The Commonwealth will provide an estimated financial contribution to the states of \$8.4 million in respect to this Agreement. All payments are GST exclusive.
19. The Commonwealth’s funding contribution will not be reduced where the states secure funding from other activity partners.
20. The Commonwealth’s and the states’ estimated financial contributions to the operation of this Schedule of the Agreement, including through National Partnership payments to the states are to be paid in accordance with *Schedule D – Payment Arrangements* of the IGA FFR, as shown in **Table 3** below.

Table 3: Estimated financial contributions to states for co-located policing officials

| | 2019-20 | 2020-21 | 2021-22 | Total |
|----------------------------------------------|---------|---------|---------|-------|
| Estimated total budget | 0.671 | 0.681 | 0.691 | 2.043 |
| New South Wales | 0.270 | 0.274 | 0.278 | 0.822 |
| Queensland | 0.088 | 0.090 | 0.091 | 0.269 |
| South Australia | 0.084 | 0.085 | 0.086 | 0.255 |
| Tasmania | 0.090 | 0.091 | 0.093 | 0.274 |
| Australian Capital Territory | 0.139 | 0.141 | 0.143 | 0.423 |
| Less estimated National Partnership Payments | 0.671 | 0.681 | 0.691 | 2.043 |
| Balance of non-Commonwealth contributions | 0 | 0 | 0 | 0 |

The Parties have confirmed their commitment to this agreement as follows:

Signed *for and on behalf of the Commonwealth of Australia by*

The Honourable Christian Porter MP

Commonwealth Attorney-General

[Day] [Month] [Year]

Signed *for and on behalf of the State of New South Wales by*

Signed *for and on behalf of the State of South Australia by*

The Honourable David Elliott MP

Minister for Police and Emergency Services

[Day] [Month] [Year]

The Honourable Corey Wingard MP

Minister for Minister for Police, Emergency Services and Correctional Services

[Day] [Month] [Year]

Signed *for and on behalf of the State of Queensland by*

Signed *for and on behalf of the State of Tasmania by*

The Honourable Mark Ryan MP

Minister for Police

[Day] [Month] [Year]

The Honourable Mark Shelton MP

Minister for Police, Fire and Emergency Management

[Day] [Month] [Year]

Signed *for and on behalf of the Australian Capital Territory by*

Mick Gentleman MLA

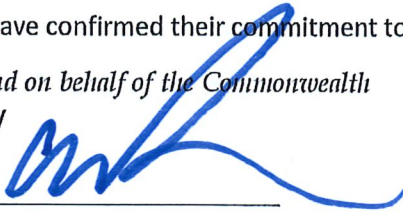
Minister for Police and Emergency Services

[Day] [Month] [Year]

Schedule A: Co-located Child Protection Practitioners

The Parties have confirmed their commitment to this agreement as follows:

Signed for and on behalf of the Commonwealth
of Australia by



The Honourable Christian Porter MP
Commonwealth Attorney-General

[Day] [Month] [Year]

11 . 01 . 2020

Signed for and on behalf of the
state of New South Wales by

Signed for and on behalf of the
state of Victoria by

The Honourable Gareth Ward MP
Minister for Families, Communities and Disability
Services

[Day] [Month] [Year]

Signed for and on behalf of the
state of Queensland by

The Honourable Luke Donnellan MP
Minister for Child Protection

[Day] [Month] [Year]

Signed for and on behalf of the
state of Western Australia by

The Honourable Dianne (Di) Farmer MP
Minister for Child Safety, Youth and Women

[Day] [Month] [Year]

Signed for and on behalf of the
state of South Australia by



The Honourable Rachel Sanderson MP
Minister for Child Protection

[Day] [Month] [Year]

7/1/2020

Signed for and on behalf of the Australian
Capital Territory by

The Honourable Simone McGurk MLA
Minister for Child Protection

[Day] [Month] [Year]

Signed for and on behalf of the
state of Tasmania by

The Honourable Roger Jaensch MP
Minister for Human Services

[Day] [Month] [Year]

Rachel Stephen-Smith MLA
Minister for Children, Youth and Families

[Day] [Month] [Year]

Schedule B: Co-located Policing Officials

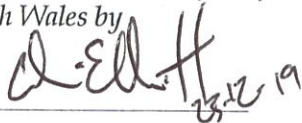
The Parties have confirmed their commitment to this agreement as follows:

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Christian Porter MP
Commonwealth Attorney-General

[Day] [Month] [Year]

Signed for and on behalf of the State of New South Wales by



23.12.19

The Honourable David Elliott MP
Minister for Police and Emergency Services

[Day] [Month] [Year]

Signed for and on behalf of the State of South Australia by

The Honourable Corey Wingard MP
Minister for Minister for Police, Emergency Services and Correctional Services

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Mark Ryan MP
Minister for Police

[Day] [Month] [Year]

Signed for and on behalf of the State of Tasmania by

The Honourable Mark Shelton MP
Minister for Police, Fire and Emergency Management

[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Mick Gentleman MLA
Minister for Police and Emergency Services

[Day] [Month] [Year]

The Parties have confirmed their commitment to this agreement as follows:

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Christian Porter MP

Commonwealth Attorney-General

[Day] [Month] [Year]

Signed for and on behalf of the State of New South Wales by

Signed for and on behalf of the State of South Australia by

The Honourable David Elliott MP

Minister for Police and Emergency Services

[Day] [Month] [Year]

The Honourable Corey Wingard MP

Minister for Minister for Police, Emergency Services and Correctional Services

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

Signed for and on behalf of the State of Tasmania by

The Honourable Mark Ryan MP

Minister for Police

[Day] [Month] [Year]

The Honourable Mark Shelton MP

Minister for Police, Fire and Emergency Management

[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Mick Gentleman MLA

Minister for Police and Emergency Services

[Day] [Month] [Year]