

SERVICE LEVEL AGREEMENT CCTV –

1.0 Date of Agreement

THIS AGREEMENT is made on the 201

2.0 Parties to Agreement

BETWEEN THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL, Plough Lane, Hereford, HR4 0LE (“the Council“ “the Service Provider”) of the first part and of the second part (“the Service Recipient).

3.0 Duration of Agreement

3.1 This Agreement shall come into force on the 1st April 2017 (“the Commencement Date”) and shall terminate on the 31st March 2020 (“the Termination Date”); or shall continue unless determined on notice as hereinafter provided.

4.0 Service Level

4.1 The service being provided under this Agreement is a CCTV monitoring system in and around in accordance with the established CCTV Code of Practice (“the Service”).

4.2 This Agreement establishes the level of service in providing CCTV equipment (“the CCTV Equipment”) and monitoring to areas (“the Service Level”) and the annual financial contribution payable by the Service Recipient towards the Service (“the Annual Contribution”).

4.3 The Service Level is set out in Appendix 1 and the Annual Contribution is set out in Appendix 2.

5.0 Services Aims and Objectives

5.1 The Council shall provide a CCTV monitoring service for, to the Service Level.

6.0 Payment Arrangements

6.1 The Service Recipient shall pay to the Service Provider the Annual Contribution as set out in Appendix 2.

7.0 Administrations and Technical Support

The Council’s Commissioning Officer shall provide the administrative and technical support necessary to operate the CCTV system atto the Service Level and the Service Recipient acknowledges that the CCTV Equipment will remain in the ownership of The Council at all times.

8.0 Increase/Decrease in Service and Termination

8.1 Where the Council and the Service Recipient deems increases or decreases to either the level of service or the areas covered necessary, then these changes shall be negotiated and accommodated at the earliest opportunity and recorded in writing as an addendum to this Agreement.

8.2 Each party shall give the other not less than 6 (six) months written notice of its intention to terminate this Agreement.

9.0 Service Providers Additional Responsibilities

9.1 To provide a response to all complaints/enquiries within 10 working days.

9.2 To advise the Service Recipient of foreseen difficulties in service delivery.

9.3 To routinely liaise with the service recipient to assess the financial and operational position of the service.

10.0 Service Recipients Additional Responsibilities

10.1 To liaise with the Service Provider to assess the operational position of the service.

10.2 To fund the level of service requested by the Service Recipient ensuring adequate provision for any agreed service improvements, or increases in areas requiring CCTV.

10.3 To consider reports provided by the Council on the need for additional or complimentary CCTV and make clear decisions on the finance for such work.

11.0 Liability

11.1 Save for liability for death or personal injury arising from their negligence, the Service Provider will not be liable to the Service Recipient in respect of any loss or damages incurred by the Service Recipient as a result of a failure by the Service Provider to provide the services.

11.2 Copyright of all images and tapes of all images will remain the property of the Council. However, as the nominated responsible officer for the day to day operation of the CCTV system, the Commissioning Officer (CCTV) has a legal obligation to ensure compliance with the Data Protection Act 1998 and will make all decisions on the release of information.

12.0 Force Majeure and Disaster Recovery Plan

12.1 Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance which result from circumstances beyond the reasonable control of that party (an event of "Force Majeure"). In the event that a Force Majeure event continues for a continuous period of more than 6 months, either party may terminate this Agreement by written notice to the other party.

13 Arbitration

13.1 Should the parties be drawn into dispute over any part of this agreement then it shall fall to the Chief Executive and Town Clerk to determine an outcome.

13.2 Their decision shall be final and binding.

Signatories to this Agreement

The County of Herefordshire District Council

Date

..... Council

Date

APPENDIX 1 THE SERVICE

Locations of Cameras in

The Service shall provide:

- (a) Processing of all invoices relating to the operation of a CCTV monitoring system
- (b) Arranging the repair/replacement of the Equipment, as it becomes faulty, in accordance with its maintenance schedule
- (c) Investigation and response to all complaints from members of the public concerning the operation of the CCTV cameras.
- (d) Liaison with operational partners including the Police on a regular basis to ensure the system is utilised to its maximum potential but still remains within the operational parameters.
- (e) To register the system under the Data Protection Act 1998 and to assess the schemes impact on the Human Rights Act and other legislation as it is introduced.
- (f) Undertaking management checks and audits as necessary to ensure the system is operated professionally and competently.
- (g) Insuring the Equipment against vandalism, damage and loss.
- (h) Providing quarterly incident reports and annual updates on the Service.
- (i) Managing the contract with the third party contractor ("the Contractor") that operates the CCTV system and the CCTV Control Room on behalf of Herefordshire Council ("the Third Party Contract").
- (j) Ensuring any breakdowns/technical faults are minimized and rectified as soon as is reasonably practicable in order that down time is minimal and the Service outlined can be delivered as per specification set out in the Third Party Contract. (The Third Party Contract requires engineers to attend to any critical faults within 4 hours between the hours of 10:00 and 18:00, 7 days a week, and non critical faults within 24 hours Monday to Friday.)

Operational Parameters

It is important to emphasise that the CCTV system is not a “spy” system. It is intended to assist in the detection of crime and the criminals involved, and to provide evidence in support of successful prosecutions. There will be no interest shown in or deliberate monitoring of, people carrying out their legitimate business.

The system seeks to contribute towards achieving the following strategic objectives:

- (a) To detect, prevent or reduce the incidence of property crime and offences against the person.
- (b) To reduce theft of vehicles and theft from vehicles, both on street and in the car park.
- (c) To improve general security, both in terms of personal security and security of buildings and premises. To make a safer area in which to live.
- (d) To improve communication and the operational response of Police patrols in and around the area.
- (e) To reduce the level of crime, anti-social behaviour and public disorder.
- (f) To identify and respond effectively to all harassment.
- (g) To reduce graffiti, vandalism and other criminal damage within the surveillance area to improve the environment and reduce maintenance costs.

System Operation

The following services will be provided by the Contractor, who will manage and operate the CCTV system on behalf of Herefordshire Council.

- (a) To record images from all cameras in the area 24 hours per day throughout the year and manage the supporting storage system.
- (b) To staff the control room during agreed (contracted) hours throughout the year with competent CCTV operators.
- (c) To respond to criminal incidents in and around the area as referred to the control room from other agencies/partners.
- (d) To monitor proactively the area with the intention to identify criminal and anti-social behaviour.
- (e) To record all observed incidents of criminal and anti-social activity, and refer such activity to the appropriate agency for a response.
- (f) To provide recorded material of acceptable evidential standards to the Police for criminal prosecutions. Such evidence will include all necessary paper work, operator logs and witness statements.
- (g) To undertake pre-arranged presentations of the systems effectiveness to

community representatives from

- (h) To complete and retain all written and electronic information relating to the system for the recommended period of time in accordance with the Data Protection Act 1998.

APPENDIX 2 –SUMMARY OF ANNUAL CONTRIBUTION

Contribution made in 2017/18

BUDGET	£
Total cost of running system 17/18	
..... (Initial Contribution) 17/18	

Payment of the Annual Contribution will be made in equal instalments quarterly in arrears on the usual quarter days (May, August, November and February). For the first year of this agreement the contribution shall be the amount identified as the Initial Contribution above.

In subsequent years the annual contribution will be increased each year in line with inflation, using the National Statistics Online Monthly RPI, and will be notified in October of each year.