

Stevenage Borough Council (1)

North Hertfordshire District Council (2)

East Hertfordshire District Council (3)

Hertsmere Borough Council (4)

AGREEMENT

RELATING TO A JOINT ARRANGEMENT FOR
THE PROVISION AND MANAGEMENT OF COMMUNITY CCTV IN
STEVENAGE BOROUGH, NORTH HERTFORDSHIRE, EAST HERTFORDSHIRE, AND
HERTSMERE BOROUGH COUNCILS

THIS AGREEMENT is made the Day of between

1. STEVENAGE BOROUGH COUNCIL of Daneshill House, Danestrete, Stevenage, Hertfordshire, SG 1 IHN ('SBC') and which expression shall include its successors in title)
2. NORTH HERTFORDSHIRE DISTRICT COUNCIL, of Council Offices, Gernon Road, Letchworth, Hertfordshire, SG6 3JF ('NHDC') and which expression shall include its successor in title
3. EAST HERTFORDSHIRE DISTRICT COUNCIL, of Wallfields, Pegs Lane Hertford SG13 8EQ which expression shall include its successors in title) (EHDC) and which expression shall include its successor in title
4. HERTSMERE BOROUGH COUNCIL of Civic Office, Elestree Way, Borehamwood, WD6 1 WA which expression shall include its successors in title) (HBC) and which expression shall include its successor in title

1.0 Recitals

- 1.1 The object of this Agreement is to reflect certain mutual commitments and to regulate the rights of SBC, NHDC, EHDC and HBC in relation to a joint arrangement for the setting up and running of a CCTV system for the purpose of reducing crime in The Area.
- 1.2 This Agreement relates only to the single joint arrangement referred to in it and shall neither " constitute each party to it the agent of the other party (save the circumstance described in Clause 10.3 hereof nor shall it constitute a partnership between such parties.
- 1.3 A Code of Practice attached hereafter forms part of this agreement containing provisions relating to inter alia system management accountability, civil liberties, data protection, control and operation of the cameras, police contacts and use of the system, public information and monitoring and evaluation.

2.0 Definitions

- 2.1 Phase I CCTV Proposals' means all outlying camera networks, local hubs, the control and monitoring room, the police control room and all their associated transmission links. These will provide CCTV surveillance coverage of the chosen areas at the following locations:
Stevenage Potters Bar
Hertford Elestree
Royston Borehamwood
Baldock Bushy
Hitchin
Letchworth
Bishops Stortford
Ware

- 2.2 **'Control and Monitoring Room'** (CMR) means the premises at Swingate House Danestrete Stevenage Hertfordshire (the Building). This will be equipped to receive transmissions from all outlying camera networks for monitoring purposes and from which all signals to control those outlying camera networks will be transmitted.
- 2.3 **County Control Room'** (CCR) means the operational control room of the Hertfordshire Constabulary and which will be capable of receiving camera and telephone transmissions direct from the CMR.
- 2.4 **Local Hub** means a point at which transmissions to and from an outlying network are collected and processed prior to their onward transmission to the CMR.
- 2.5 **'The Hitchin Hub'** For the purpose of establishing installation and revenue running cost apportionment, the term 'The Hitchin Hub' shall mean the point at which transmissions to and from the outlying Hitchin Town Centre camera network are collected and processed prior to their onward transmission to or from the CMR.
- 2.6 **'The Area'** shall mean the land within the Borough of Stevenage, District of North Hertfordshire, District of East Hertfordshire and the District of Hertsmere Borough Council
- 2.7 **'Digital'** means the recording of images onto a hard drives using raid 5 storage, thereby giving the police instant access to enable them to recall incidents without interruption of recording and the ability to download evidence as exhibits which are watermarked for security.
- 2.8 **'Transmission Link'** means any form of link which is used for the purpose of transmitting video, audio or digital data to or from any of the CCTV system's equipment.
- 2.9 **'Outlying Camera Network'** means any part of a network of cameras, inclusive of its local hub, which provide surveillance of the Area.
- 2.10 **'Core Costs'** is the collective term for all elements of capital or revenue expenditure which go to make up the shared elements of the CCTV installation.
- 2.11 **'Capital Cost'** refers to expenditure for the purchase of goods or services as a once and only process for the setting up or extension of the CCTV installation.
- 2.12 **'Revenue Cost'** refers to expenditure which occurs on an ongoing basis for the running and maintenance of the CCTV Control and Monitoring Service.
- 2.13 **'SBC Management Costs'** refers to the costs incurred by SBC for expenses incurred in the day-to-day management of the share elements of the CMR and a CCTV Trading Account.
- 2.14 **'Control Room Equipment Maintenance and Servicing Costs'** means the costs incurred for the regular servicing, repair, adjustment and replacement of any component(s) which form part of the CCTV Control and Monitoring Service. This will include telephones, communication equipment, and computer hardware and computer software.

- 2.15 **'Control Room Staff Monitoring Costs'** means the costs incurred for the employment of Operators to run the CCTV Control and Monitoring Room. The Operators will be employed through a private security company.
- 2.16 **'CDs DVDs used in the CMR'** means the video and audio recording used for the storage of camera images and audio information and/or data.
- 2.17 **'Consumables used in the CMR'** means computer recordings and programme discs, paper, fax paper, pens, and other small items of office materials.
- 2.18 **'Third Party User'** shall include any organisation, which makes use of the CCTV Control and Monitoring Room.
- 2.19 **'Control and Monitoring Room Equipment'** means the electronic equipment provided for the purpose of receiving, displaying, controlling and recording closed circuit television images. This equipment includes TV monitors, digital recording, video printers, operators' control equipment, equipment cabinets and desks. FOR THE AVOIDANCE OF DOUBT equipment shall include all the software and operating licences necessary for its operation and all voice and other electronic and computer data collection and recording devices.
- 2.20 **'Control Monitoring Room Furniture'** means desks, chairs, tables and other fittings.
- 2.21 **'Transmission Link Provider'** means the company contracted to provide the Transmission Links as defined.
- 2.22 **'CCTV Control and Monitoring Service'** means the visual observation monitoring control and recording of closed circuit television images for the purpose of detecting criminal and unsociable behaviour and other uses as defined in a code of practice.
- 2.23 **'Allocated Control Room Capacity'** means that each party shall be entitled to make connection into the control room CCTV cameras through the digital system up to the number which has been agreed in any expansion under Clause 6.2.
- 2.24 **'System Reconfiguration Costs'** means any costs or charges necessary to alter the equipment or computer programming software to allow additional CCTV cameras to be connected to the control room.
- 2.25 **'Operator'** means a person trained to operate and monitor the CCTV Control and Monitoring Room Equipment.
- 2.26 **'The Management Board'** means the CCTV Manager, and designated senior officer of SBC, NHDC, EHDC and HBC
- 2.27 **'The Executive Board'** means elected Members of SBC, NHDC, EHDC and HBC

3.0 Period of the Agreement

- 3.1 This Agreement shall come in to force on the date that it is signed by all four parties.

- 3.2 The Agreement shall be for an initial period of 5 years after which period the parties may agree terms for a further Agreement.

4.0 Termination of the Agreement

- 4.1 The Agreement can be terminated at any time with the mutual written consent of all three parties and all such costs associated with the disconnection from the CMR and the removal of any associated equipment affixed to or housed within the Building and grounds in which the CMR is located shall be borne by the parties as agreed between them failing which the matter can be referred to Arbitration by either party.
- 4.2 Either party can terminate the Agreement without the consent of the other party upon the expiry of 5 years from the date of the Agreement upon giving 18 months' written notice to the Chief Executive of SBC, NHDC, EHDC or HBC as a appropriate during which period there shall be no reduction in the cost apportionment as agreed separately and outside of this Agreement until they are due and payable on the end of the notice period.
- 4.3 The party terminating the Agreement under Clause 4.2 shall pay all costs associated with the disconnection from the CMR and the removal of any associated equipment affixed to or housed within the Building and grounds in which the CMR is located.
- 4.4 This Agreement may be terminated by any one party in the event that the other parties commit any fundamental breach of this Agreement and fail to remedy any such fundamental breach which is capable of being so remedied within 30 days' written notice to do so. Any such termination shall be without prejudice to the accrued rights of the parties.
- 4.5 No Control and Monitoring Room Equipment or Control Monitoring Room Furniture can be removed from the CMR without the prior agreement of the Management Board, such agreement to remove equipment shall be made in the form of a written undertaking scheduling the equipment being removed and signed by the Management Board
- 4.6 If this Agreement comes to an end all the Control and Monitoring Room Equipment will remain in the CMR and CCR until all parties no longer require it or until the CMR or CCR closes at which point the Control and Monitoring Room Equipment may be sold and the proceeds divided equally between SBC , NHDC, EHDC and HBC

5.0 Equipment/Material Ownership

5.1 The following equipment/materials shall be deemed to be owned in equal proportions by SBC and NHDC and EHDC and HBC

- (i) Control and Monitoring Room Equipment.
- (ii) Control and Monitoring Room Furniture.
- (iii) All Control and Monitoring Room Equipment located within the Police Control Room.
- (iv) Equipment in the Hitchin HUB.

- (v) Digital Recorded Material (including any documented records physical and intellectual) together with any such items which may be given to third parties which shall be deemed copyright and patent of all' parties to this Agreement.
- (vi) Any additions or improvements to the equipment referred to in (i) to (v) above which may be installed. The only exception to this ownership principle shall be the installation of Microwave dishes paid for by individual service users.

5.2 Equipment not included in (i) to (vi) shall be deemed to be that of the organisation which financed its purchase and installation save for the ownership of any Transmission Links which by virtue of the terms upon which they are installed are deemed to remain in the ownership of the Transmission Link Provider.

6.0 Expansions and Contraction

6.1 General Principles

6.1.1 All parties to the Agreement accept the principle that CCTV Control & Monitoring Room Service will form a central part of an evolving service that must have the ability to expand re-configure or contract in response to changing needs, priorities and circumstances.

6.1.2 All parties accept the need to encourage other outside organisations and enterprises to use the CCTV Control & Monitoring Room Service in order to minimise running costs.

6.1.3 NHDC, SBC, EHDC and HBC can increase the number of cameras to take up the spare capacity on their Allocated Control Room digital Capacity without incurring additional Revenue costs set out in Clause 7.2. The party increasing their cameras will be required to pay all costs associated with connecting to the CMR and System Re-configuration Costs together with the additional maintenance costs of the cameras and any additional annual rental fees for Transmission Links to the CMR.

6.1.4 Any decision to incur additional CMR costs that are required as a result of one party's expansion within the allocated camera expansion capacity will be referred to the Executive Board.

6.2 Camera Expansion

6.2.1 If anyone party wishes to increase the number of cameras to the CMR or to introduce cameras on another site which necessitates the installation of further Control and Monitoring Room Equipment then that party will be required to pay the full cost of any additional control room equipment. The apportionment of control room costs would be recalculated on the basis of the actual number of cameras each party has connected

6.3 Expansion to Allow Connection by Third Parties

6.3.1 Any decision to expand the CCTV Control and Monitoring Room Service for use by a third party will be referred to the Management Board for approval and conformation of service connection and monitoring charges.

6.4 Partial Contraction of the System

6.4.1 A partial reduction in the number of cameras in use by SBC,NHDC, EHDC and HBC can take place at any time upon any party giving to the other 7 days written notice. In the event of such notice being given no reduction of the CMR Core Cost charges will be due unless the number of cameras withdrawn allow a complete Control & Digital System be made available for alternative use and until another user is found for those control room connections. In the event that such a situation arises Core Cost charges will be adjusted in accordance with the terms set out in this Agreement.

6.4.2 If the number of cameras withdrawn allows a digital Server to be made available then the cost apportionment will be recalculated based on the actual number of cameras each party has connected to the CMR. This will be subject to a minimum of cameras for the purpose of cost apportionment.

6.4.3 Any recalculated cost apportionment arising out of a partial contraction of the system will not come into force until a period of eighteen months have elapsed from the notice of reduction save for such instances when the notional reduction in cost can be defrayed through the alternative use referred to in Clause 6.4.1 in which case the cost apportionment relating to the number of cameras being monitored shall apply as agreed by the parties, failing which agreement the matter be dealt with by virtue of the machinery under Clause 11 hereof.

7.0 Costs to be shared

7.1 Capital Costs

7.1.1 CMR Costs

- (a) Upgrade of control room
- (b) Purchase of all necessary electronic video monitoring, control and recording equipment.
- (c) Purchase of Control room furniture and back wall monitors

7.1.2 Police Control Room Link

- (a) Upgrade costs associated with the installation of the new Transmission Links between the CMR and the Police Control Room.
- (b) Airwave Radio link with the Police

7.2 Revenue Costs. (As per partnership Agreement)

- (a) CCTV Management Cost
- (b) Rent, rates electricity, insurances and all service charges and other costs associated with the use of
- (c) CMR equipment maintenance, servicing and replacement costs.
- (d) Maintenance of any other Control and Monitoring Room Equipment or Furniture.
- (e) CMR staff monitoring costs.
- (f) All materials required to produce quality evidence
- (g) Licences.
- (h) Printing.
- (i) Telephone Services.

8.0 System Installation Contractual

- 8.1 The Schedule hereto illustrates the manner and method in which the capital costs of CCTV proposals are shared between the respective parties

9.0 Management

- 9.1 The management and direction of the CCTV partnership proposals should be effected through an Executive Board comprising SBC, NHDC, EHDC and HBC Elected Members.
- 9.2 Operational decisions relating to the running of the CMR shall be taken by the Management Board together with SBC, NHDC., EHDC and HBC officers and a Corporate Director from each Council. The Management Board shall be responsible for reporting to the Elected Member Executive Board.
- 9.3 The day-to-day management of the CMR shall be undertaken by a CCTV Manager employed by SBC who shall report to the Car Park Services Manager in the SBC's Department of Technical Services. The CCTV Manager, being jointly funded by SBC, NHDC, EHDC and HBC

10.0 Monitoring Room Operations Contract

- 10.1 The CCTV Control and Monitoring Service is to be set up to operate on a permanent uninterrupted basis with at least 3 operators or two operators and one supervisor in attendance at all times and with additional operators on duty in accordance with the staffing levels agreed by the Management Board.
- 10.2 The Control and Monitoring 'Room Operations Contract shall be for an initial period of 5 years with an extension of two years The new tender will be available in 2012 and shall be entered into with an approved private security company.
- 10.3 The parties to the Control and Monitoring Room Operations Contract shall be the approved private security company and SBC. FOR THE A VOIDANCE OF DOUBT NHDC, EHDC and HBC hereby undertake and promises SBC that they will be jointly and severally liable with SBC for meeting the' financial obligations of such contract. In this respect SBC shall be entitled to be indemnified by NHDC, EHDC and HBC against all losses, costs, charges, damages, expenses and liabilities incurred by SBC in relation to any liability howsoever arising out of the said Control and Monitoring Room Operation Contract and in the event shall there be any third party claims NHDC, EHDC and HBC to provide SBC with all such assistance as it requires.

11.0 Disputes Procedure

- 11.1 Should a dispute arise between the parties to this Agreement arising out of the Agreement the procedure for resolving such disputes shall be as follows: -

Stage One: A meeting of the Management Board shall be convened to discuss and seek an agreed solution to the dispute.

Stage Two: In the event that the Management Board is unable to reach agreement the disputed matter shall be referred to the Executive Board.

Stage Three: If the Executive Board is unable to reach agreement on the disputed matter and if, after a 6 week cooling off period, it is still unable to do so then the matter shall be referred to arbitration in accordance with the Arbitration Clause contained in this Agreement.

12.0 Arbitration

- 12.1 Any dispute or difference between the parties in connection with this Agreement shall be referred to a sole arbitrator (the Arbitrator).
- 12.2 The arbitration shall be held in London.
- 12.3 The Arbitrator shall be appointed by the parties or, failing agreement, by the President of the Law Society for the time being.
- 12.4 The procedure shall be agreed by the parties or, failing agreement, determined by the Arbitrator.
- 12.5 If either party fails to comply with any procedural order made by the Arbitrator, the Arbitrator shall have power to proceed in the absence of that party and deliver the award.

13.0 Taxation

- 13.1 Each party agrees that each shall bear its own liability for any present, past or future taxation chargeable (including V.A T) in respect of its participation in the joint Arrangement and each undertakes to indemnify the other in respect of any such taxation assessed on and if paid by the other in respect of which the former is primarily liable.

14.0 General

- 14.1 This Agreement shall be binding on the parties to it and their respective successors and permitted assigns. Either party shall be entitled to assign any of its rights and obligations under the Agreement with the consent of the other (which consent either party may in its absolute discretion withhold).
- 14.2 Each party shall bear its own costs of or in connection with the preparation and execution of this Agreement.
- 14.3 This Agreement may be executed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute but one and the same Agreement.

IN WITNESS whereof the Parties have caused their respective Common Seals hereto the day and year first before written.

The Common Seal of
STEVENAGE BOROUGH COUNCIL
Was hereunto affixed in the presence of: -

Mayor

Borough Solicitor

The Common Seal of
NORTH HERTFORDSHIRE
DISTRICT COUNCIL

Was hereby affixed in the presence of: -

Chairman

Duly Authorised Officer

The Common Seal of
EAST HERTFORDSHIRE
DISTRICT COUNCIL

Was hereby affixed in the presence of: -

Chairman

Duly Authorised Officer

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The Common Seal of
Hertsmere Borough Council
Was hereby affixed in the presence of

Chairman

Duly Authorised Officer

The Schedule