

**EAST HERTFORDSHIRE DISTRICT COUNCIL
HERTSMERE BOROUGH COUNCIL
NORTH HERTFORDSHIRE DISTRICT COUNCIL
STEVENAGE BOROUGH COUNCIL**

PARTNERSHIP AGREEMENT

relating to a joint arrangement for
the provision and management of community CCTV in
East Hertfordshire, Hertsmere, North Hertfordshire and

Stevenage

DRAFT

THIS AGREEMENT is made the

day of **2019**

BETWEEN:

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

(collectively referred to as “the Partners”)

WHEREAS:

- (i) The object of this Agreement is to reflect certain mutual commitments and to regulate the rights of EHDC, HBC, NHDC, and SBC in relation to a joint arrangement for the setting up and running of a CCTV system for the purpose of improving community safety in The Area.
- (ii) This Agreement relates only to the single joint arrangement referred to in it.
- (iii) A Code of Practice containing provisions relating to 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 shall be maintained by the Partnership with copies made available to and by each Partner.
- (iv) It is agreed by the Partners that such an arrangement would contribute to the promotion and improvement of the economic well-being of Hertfordshire and as such as permitted by section 2 of the Local Government Act 2000.
- (v) It is agreed and acknowledged by the Partners that the Service shall be delivered on a not for profit basis.
- (vi) This Agreement sets out details of how the Partners will collaborate under section 1 of the Local Authorities (Goods and Services) Act 1970.
- (vii) It is acknowledged and agreed that the Partners will wish to keep this Agreement under review on a yearly basis.
- (viii) This Agreement is established for the purpose of creating resilience, sharing resources and achieving financial efficiencies. Nothing in this Agreement shall be construed as creating a legal partnership within the meaning of the Partnership Act 1890 or otherwise between the Partners or between the individual constituent Partners.

NOW IT IS HEREBY AGREED as follows:-

1 Definitions

1.1 In this Agreement where the context so permits the following words shall have the meanings shown:-

Agreement	shall mean this agreement between the Partners entered into on the date given above;
Authorities	means the Partners collectively and "Authority" shall refer to each of the Partners individually;
Budget	means the estimated revenue costs and income in delivering the CCTV Service for the next Financial Year and shall include: <ul style="list-style-type: none">a) any sums payable in accordance with clause 10 in respect of the last complete Financial Year;b) any surplus or deficit shown in the most recent Statement of Account approved by the Officer CCTV Management Board ;c) any estimated surplus or deficit in respect of any period subsequent to the most recent Statement of Account approved by the Officer CCTV Management Board ;
Business Day	means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London;
Capital Cost	refers to expenditure for the acquisition or creation of assets that are expected to have a useful life of more than one year. The treatment of spend as a capital cost may be subject to a de minimis (too small) amount. It is likely to include things like the CMR building and CCTV monitoring, control and recording equipment.
CCTV	means closed circuit television
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 anti-social behaviour and other uses as defined in a code of practice and is established in accordance with this Agreement;
CCTV Manager	means the person employed by SBC to manage the Service
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 but not limited to CDs and DVDs.
Charges	the charges which shall become due and payable by a Partner in respect of the Service in accordance with the

	provisions of the Contract;
Chief Financial Officer	means the officer who has been appointed by each Authority to act as the designated officer under section 151 of the Local Government Act 1972.
Commencement Date	means the date of this Agreement.
Consumables used in the CMR	means computer recordings, CDs DVDs used in the CMR, paper, pens, and other items of office materials.
Control and Monitoring Room (CMR)	means the premises made available by Stevenage Borough Council (the Building) that is 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.
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.
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 Room's services. This will include telephones, communication equipment, and computer hardware and computer software.
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 unless determined otherwise by the Partners.
Data Protection Authority	means any organisation which is responsible for the supervision, promotion and enforcement of the Data Protection Legislation, including the Information Commissioner's Office or any joint, like, replacement or successor organisation from time to time.
Data Protection Impact Assessment	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
Data Protection Legislation	means all privacy laws applicable to the personal data which is processed under or in connection with this Agreement, including the DPA, The Data Protection (Charges and Information) Regulations 2018, the Law Enforcement Directive (Directive (EU) 2016/679) and where applicable, 2002/58/EC Privacy and Electronic Communications Directive, and the GDPR (amongst others) as implemented by the applicable English and Welsh laws,

including the DPA, or as directly applicable, and all regulations made pursuant to and in relation to such legislation together with all codes of practice and other statutory guidance on the foregoing issued by any relevant Data Protection Authority, all as amended, updated and/or replaced from time to time.

Digital	means the recording of images onto a hard drives 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.
Dispute Resolution Procedure	shall mean the procedure as set out in clause 14.
DPA	means the Data Protection Act 2018 as amended, updated and/or replaced from time to time.
Exempt Information	means information which is exempt information by virtue of any provision of Part II of FOIA or an exception in Part3 of the Environmental Information Regulation 2004 .
Expiry Date	shall mean the fifth anniversary of the signing of the Agreement is extended in accordance with clause 2.2, the last date of such extension.
Financial Year	shall begin on April 1st in any year and end on the following March 31st.
Force Control Room (FCR)	means the operational control room of the Hertfordshire Constabulary known as the Force Control Room and which will be capable of receiving camera and telephone transmissions directly from the CMR.
FOIA	shall mean the Freedom of Information Act 2000 as amended.
GDPR	means the General Data Protection Regulation as set out in Regulation (EC) 2016/679.
Head of Paid Service	means the person designated as the Head of the Paid Service of a Member Authority in accordance with the Local Government and Housing Act 1989 howsoever that post is titled.
Intellectual Property Rights	shall mean any and all patents, trademarks, service marks, copyright, database rights, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together

	with all or any goodwill relating or attached to such rights.
Joint CCTV Executive Committee	means elected Members of EHDC, HBC, NHDC and SBC who oversee the CCTV Partnership whose Terms of Reference are detailed in Schedule 3.
Law	means any Act of Parliament or subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative, and any enforceable community right within the meaning of section 2 of the European Communities Act 1972, in each case in the United Kingdom.
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.
Monitoring Officer	means the officer designated by an Authority to fulfil the Monitoring Officer role in accordance with section 5 of the Local Government and Housing Act 1989.
Officer CCTV Management Board	means the body consisting of the CCTV Manager and at least one officer from each Partner who has been given the responsibility to represent that Partner with regard to operational CCTV matters.
Operator	means a person trained to operate and monitor the CCTV Control and Monitoring Room Equipment.
Outlying Camera Network	means any part of a network of cameras, inclusive of its local hub, which provide surveillance of The Area.
Partner	Any of the signatories to this Agreement at any point during the duration of this Agreement.
Party (ies)	shall mean the Partner(s).
Request for Information	has the meaning set out in FOIA or any apparent request for information made under the FOIA or the Environmental Information Regulations 2004.
Revenue Cost	refers to day-to-day expenditure which occurs on an ongoing basis for the running and maintenance of the CCTV Control and Monitoring Service. It excludes items defined as Capital Costs, although will include items that may have been defined as Capital but are deemed to be de minimis (too small).
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.
Schedule	shall mean a schedule to this Agreement.

Scrutiny	shall mean the function of overview and scrutiny as set out in section 21 of the Local Government Act 2000.
Service	shall mean the services provided as set out in clause 3 and Schedule 1 to this Agreement.
Service plan	shall mean a plan which sets out the costs and income of CCTV Service along with the objectives for delivery of the Service. It is updated annually.
Statement of Accounts	means the income and expenditure statement for CCTV to be presented to the Officer CCTV Management Board in accordance with clauses 4.3 and 4.4.
Statutory Officer	means any of the officers except the Monitoring Officer to whom section 2(1) of the Local Government and Housing Act 1989 applies.
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.
The Area	means the land within the District of East Hertfordshire, the Borough of Hertsmere, the District of North Hertfordshire and the Borough of Stevenage
Third Party User	shall include any organisation, which makes use of the CCTV Control and Monitoring Room.
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.
Transmission Link Provider	means the company contracted to provide the Transmission Links as defined.
VAT	means value added tax charged under the Value Added Tax Act 1994 or any similar tax from time to time replacing it or performing a similar fiscal function.

1.2 References to any statute or statutory provision (including any EU Instrument) shall, unless the context otherwise requires, be construed as including references to any earlier statute or the corresponding provisions of any earlier statute, whether repealed or not, directly or indirectly amended, consolidated, extended or replaced by such statute or provision, or re-enacted in any such statute or provision, and to any subsequent statute or the corresponding provisions of any subsequent statute directly or indirectly amending, consolidating, extending, replacing or re-enacting the same, and will include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision.

1.3 The headings are inserted for convenience only and shall not affect the

construction of this Agreement.

- 1.4 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.5 A reference in this Agreement to any clause, paragraph or Schedule is, except where it is expressly stated to the contrary, a reference to a clause or paragraph of or Schedule to this Agreement.
- 1.6 Any reference to this Agreement or to any other document unless otherwise specified shall include any variation, amendment or supplements to such document expressly permitted by this Agreement or otherwise agreed in writing between the relevant parties.
- 1.7 Words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words unless inconsistent with the context, and the rule of interpretation known as ejusdem generis shall not apply.
- 1.8 The Schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Schedules.

2. Period of the Agreement

- 2.1 This Agreement shall come in to force on the date of this Agreement and shall terminate on the Expiry Date subject to the provisions of Clause 2.2.
- 2.2 The Agreement may be extended for a further period of up five (5) years if agreed by all the Partners in writing.

3. THE SERVICE

- 3.1 The Partners agree that:
 - 3.1.1 the Service as set out in Schedule 1 be provided to the Partnership by Stevenage BC;
 - 3.1.2 work together to provide and consider through the Officer CCTV Management Board:
 - a) a Service Plan by November in each year for revenue costs for the following financial year and a rolling five year forecast of capital costs; and
 - b) a quarterly update against the work in the Service plan, identifying any significant changes; and
 - c) an Annual Report to the meeting in June each year on the outcomes against the Service Plan for the preceding year identifying significant changes
- 3.2 The Service shall be delivered in accordance with the following key controls:
 - 3.2.1 The Officer CCTV Management Board or a representative shall have direct access to each Authority's officers and any information that is considered relevant for the delivery of the Service to that Authority;

3.2.2 The Chief Financial Officer, the Monitoring Officer and the Data Protection Officer of each Authority shall have direct access to the Officer CCTV Management Board and any information held by CCTV relating to their Authority;

3.2.3 Compliance with any applicable legislation, regulations and codes of practice including but not limited to the ICO Code of Practice.

4. SERVICE PLAN AND BUDGET FOR CCTV

4.1 The CCTV Manager shall prepare a budget and annual Service Plan for presentation to the Officer CCTV Management Board for approval.

4.2 Any dispute over the drafting or consideration of the Service Plan shall be dealt with in accordance with the provisions of clause 14 (Dispute Resolution Procedure).

4.3 The CCTV Manager shall highlight any significant (greater than £10k) variations to any constitute element of the CCTV Control and Monitoring Service of £10,000 or over arising in the previous Financial Year by the end of April. The CCTV Manager shall ensure that a Statement of Account shall be circulated to the Officer CCTV Management Board by the 31st May following the end of the Financial Year to which the Statement of Account relates and the Statement of Account shall be discussed at the soonest meeting of the Joint CCTV Executive after this date.

4.4 At the a meeting to be held by no later than December of the preceding year in November the CCTV Manager shall present for the Officer CCTV Management Board's approval the budget for CCTV for the following Financial Year together with such supporting information as is considered reasonable to enable the Officer CCTV Management Board to effectively analyse what is being presented. This budget shall be shared with the Joint CCTV Executive at its soonest meeting after approval by the Officer CCTV Management Board.

5. SUPPORT SERVICES

5.1 Each Partner shall provide their own support services to the Partnership as required. SBC shall provide operational day to day support services along with legal and accountancy services.

6. THE OFFICER CCTV MANAGEMENT BOARD

6.1 The Terms of Reference of the Officer CCTV Management Board is detailed at Schedule 2.

6.2 In addition to the Objectives detailed in Schedule 2 the activities of the Officer CCTV Management Board may include but shall not be limited to:

- a. reporting to the Head of Paid Service and/or the Data Protection Officer of the Partner authorities in the case of any issues that need to be escalated;

- b. determining the operational decisions and managing them;
- c. setting monitoring and reviewing service standards;
- d. setting and monitoring the budget each financial year;
- e. monitoring the Statement of Accounts relating to CCTV;
- f. monitoring compliance with legislation and CCTV guidance;
- g. monitoring performance;
- h. providing general supervision of the provision of the Service;
- i. resolving conflicts between competing interests amongst the Authorities collectively and individually relating to CCTV, the Officer CCTV Management Board and / or the Service;
- j. reviewing the governance arrangements as set out in this Agreement;
- k. considering the admission of new Partners;
- l. deciding any extension of the Expiry Date of this Agreement.

6.3 The Officer CCTV Management Board may address any poor performance of CCTV Service and may serve notice of the extent of any improvement required on the CCTV Manager.

6.4 The day-to-day management of the CMR shall be undertaken by the CCTV Manager employed by SBC who shall report to and be part of the Officer CCTV Management Board.

7. VARIATION

7.1 Any Authority may request a change to this Agreement by serving a notice on the other Partners. The Partners shall be required to consider the request within one (1) calendar month of receipt of the request.

7.2 The notice must contain full details of the change required, the timescales and any financial or regulatory implications.

7.3 If no objection is raised to the request within one (1) calendar month of the date of receipt and the variation is not one that the Joint CCTV Executive is required to approve the requested variation shall be effective once all the Partners have signed the variation.

7.4 If any Partner objects to the request the Officer CCTV Management Board shall consider their request at their next meeting.

7.5 If the request is not agreed by the Officer CCTV Management Board the Partner that requested it shall be entitled to refer the matter to the Dispute Resolution Procedure set out in clause 14 of this Agreement (Dispute Resolution Procedure).

7.6 Any Partner requiring a variation to the Service Plan shall give as much notice as reasonably possible to the Officer CCTV Management Board and in any event not less than one (1) calendar month's written notice.

7.7 Any request made in accordance with clause 7.6 shall be considered within the context of arrangements for agreeing the next forthcoming Service Plan as set out in clause 4.

8. INTELLECTUAL PROPERTY

- 8.1 Any Intellectual Property Rights created through the establishment and running of CCTV shall vest jointly in each Partner and be held on behalf of the Authorities.
- 8.2 For the avoidance of doubt, any Intellectual Property Rights in reports and documents produced for a Partner as a result of the delivery of the Service shall vest in the relevant Partner.
- 8.3 Nothing in this clause 8 shall operate to prevent or make difficult the sharing of good practice between the Authorities.

9. LIABILITIES IN RESPECT OF THIS AGREEMENT

- 9.1 All losses, claims, expenses, actions, demands, costs and liability incurred in relation to this Agreement shall be shared by the Authorities on such terms as may be agreed from time to time between the Authorities. In the absence of any such agreement, such amounts shall be shared equally between the Authorities.
- 9.2 Any costs arising as a result of legislative change shall be shared between the Authorities on such terms as may be agreed from time to time between the Authorities. In the absence of any such agreement, such amounts shall be shared equally between the Authorities.
- 9.3 Each Authority shall at all times take all reasonable steps within its powers to minimise and mitigate any loss for which it is seeking re-imbursment from any of the other Authorities.
- 9.4 This clause 9 shall survive the expiry or determination of this Agreement.

10. FINANCIAL ARRANGEMENTS

- 10.1 Unless agreed otherwise by the Officer CCTV Management Board or Joint CCTV Executive Committee, Capital Costs in relation to the CMR and CCR and any relevant links will be shared between Partners on the basis of:
- half shared equally among the Partners
 - half split in proportion to the number of cameras that the Partner has.

As the Hertfordshire CCTV Company cannot be required to contribute towards capital costs, the amount charged to the Company will reflect the capital investment in the CMR as well as relevant market rates.

- 10.2 Each Partner shall be responsible for determining whether or not to purchase new or replacement cameras within that Partner's part of the Area.
- 10.3 Each Partner shall be responsible for the full cost of camera purchase arising from clause 10.2 including any System Reconfiguration Costs directly attributable to the purchase, irrespective of whether they determine that they should be treated as Revenue or Capital Costs. These should be procured by (or in agreement) with the CCTV Manager.
- 10.4 Net Revenue Costs (except as determined in section 11 below) shall be shared between Partners in proportion to number of cameras that each Partner has. The net Revenue Costs will be calculated after reflecting any income received from the

Hertfordshire CCTV Company or any relevant income. The Revenue Costs shall include all costs for the effective provision of the service, including relevant SBC Management Costs, unless paid for directly by a Partner or Partners (as per 10.5 below).

- 10.5 Partners shall pay directly for communications links between the camera and the CMR.
- 10.6 The CCTV Manager will arrange for maintenance contracts for the cameras for each Partner. This will be charged directly (or recharged via SBC if appropriate) to the relevant Partner for their cameras.

Equipment/Material Ownership

- 10.7 The following equipment/materials shall be deemed to be owned on the basis of (i) half shared equally among the Partners, and (ii) half split in proportion to the number of cameras that the Partner has:
 - (i) Control and Monitoring Room Equipment.
 - (ii) Control and Monitoring Room Furniture.
 - (iii) All Control and Monitoring Room Equipment located within the Force 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 Partners.
- 10.6 Equipment not included in (i) to (vi) shall be deemed to be that of the Partner 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.

11.0 CHANGES TO THE SERVICE

11.1 General Principles

- 11.1.1 All Parties to the Agreement accept the principle that CCTV CMR 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.
- 11.1.2 All Parties accept the need to encourage other outside organisations and enterprises to use the CCTV CMR Service in order to maximise economies of scale. All Parties recognise that depending on the nature of such outside organisation and enterprises, participation in and benefits from the CMR Service

may derive from participation in an expanded Partnership or via the Hertfordshire CCTV Company.

- 11.1.3 The Partners can request to increase the number of cameras to take up any spare capacity within the technical and staffing capacity of the CMR (as determined by the CCTV Manager). This request should be presented to the Officer CCTV Management Board. Where another Partner(s) has a realistic expectation of increasing their cameras within a period of three months, the requests will be treated together. Each Partner will always fund their share of any up-front costs associated with an increase. Where no ongoing additional Revenue Costs are incurred, then the change will only affect the number of cameras and therefore the split of costs as describe in section 10. Unless significant, the change will be deemed to take effect from the next Financial Year. Where there are ongoing additional Revenue Costs, for a period of 18 months the Partner(s) causing those increased costs, will be required to pay the the greater of (i) their share of the Revenue Costs based on the number of cameras prior to the change plus their share of the additional costs, or (ii) their share of the Revenue Costs based on their new number of cameras. Other Partner contributions will be adjusted accordingly. Following the period of 18 months, the share of costs will revert to being in proportion to the number of cameras (based on the new number of cameras).
- 11.2 Determination of Any Request for Expansion by the Hertfordshire CCTV Company
 - 11.2.1 The Officer CCTV Management Board will determine the available capacity that the Hertfordshire CCTV Company can purchase. Subject to that determination, the Company can purchase capacity above what it is currently using but must pay an amount that reflects the total capacity it has available and the CMR costs incurred (including appropriate recovery of any up-front costs). Where a request by the Company for additional capacity would have a significant impact on the plans (or potential plans) for any Partner (or Partners) then this will be referred to the Joint CCTV Executive Committee.
- 11.3 Partial Contraction of the System
 - 11.3.1 A partial reduction in the number of cameras in use by the Partners can take place at any time upon any Party giving to the other Parties seven (7) days' written notice. For a period of 18 months there will be no reduction in the percentage split of costs between Partners in relation to this. After the 18 months have elapsed, the split of costs between Partners will be amended to reflect the revised number of cameras that each Partner has. The CCTV Manager will seek to reduce costs (for the benefit of all Partners) where possible.
- 11.4 Contracts
 - 11.4.1 The Partners agree to let SBC lead on negotiating, renewing and terminating contracts relating to the Service, which must be agreed by the Officer CCTV Management Board.
 - 11.4.2 The Parties to any contract shall be the contractor and SBC. For the avoidance of doubt EHDC HBC and NHDC hereby undertake and promise SBC that they will be jointly and severally liable with SBC for meeting the financial obligations of any such contracts. In this respect SBC shall be entitled to be indemnified by EHDC HBC and NHDC against all losses, costs, charges, damages, expenses and

liabilities incurred by SBC in relation to any liability howsoever arising out of the any contracts or actions approved by the Officer CCTV Management Board and in the event shall there be any third party claims EHDC HBC and NHDC shall provide SBC with all such assistance as it requires.

12. GOVERNANCE REVIEW

- 12.1 The Officer CCTV Management Board shall review the governance of the Service and this agreement on an annual basis.
- 12.2 The Authorities hereby acknowledge and confirm that they shall not carry out any trading activities in conflict with this Agreement without the consent of the Joint CCTV Executive Committee.

13. TERMINATION OF THIS AGREEMENT

- 13.1 The Officer CCTV Management Board may agree that this Agreement shall be terminated upon terms agreed by it unanimously and approved by the Joint CCTV Executive Committee.
- 13.2 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 Partners as agreed between them.
- 13.3 Any Partner can terminate their participation in the Partnership without the consent of the other Parties upon giving 18 months' written notice to the Head of Paid Service of the other Partners 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.
- 13.4 The Partner terminating their participation in the Partnership under clause 13.3 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.
- 13.5 This Agreement may be terminated by any one Partner in the event that the other Partners 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 Partners.
- 13.6 No CMR Equipment or CMR Furniture can be removed from the CMR without the prior agreement of the Officer CCTV 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 Officer CCTV Management Board
- 13.7 If this Agreement comes to an end all the Control and Monitoring Room Equipment will remain in the CMR and FCR until all Partners no longer require it or until the CMR or FCR closes at which point the CMR Equipment may be sold and the proceeds divided between EHDC, HBC, NHDC and SBC in line with the clause 10.7. Upon termination of this Agreement or the withdrawal of any Authority from this Agreement all Intellectual Property Rights and physical properties in any

works created in advance of the provision of CCTV shall re-vest in the relevant Authority and SBC shall cooperate in the prompt transfer thereof including but not limited to the physical transfer of any data held by SBC and passwords required to access any electronic files. The Authorities shall reach agreement with regard to any Intellectual Property Rights that have vested in SBC in accordance with clause 9.1.

14. DISPUTE RESOLUTION PROCEDURE

14.1 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 Officer CCTV Management Board shall be convened to discuss and seek an agreed solution to the dispute.

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

Stage Three: If the Joint CCTV Executive Committee 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 the Centre for Effective Dispute Resolution (CEDR).

15. NOTICES

15.1 Any demand, notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered to, or sent by pre-paid first class post to the recipient at the address stated in above (or such other address as may be notified in writing from time to time).

15.2 Any such demand, notice or communication shall be deemed to have been duly served:

15.2.1 if delivered by hand, when left at the proper address for service;

15.2.2 if given or made by pre-paid first class post, two (2) Business Days after being posted;

provided in each case that if the time of such deemed service is either after 4.00 pm on a Business Day or on a day other than a Business Day service shall be deemed to occur instead at 10.00 am on the next following Business Day.

16. DATA PROTECTION

16.1 The Parties shall comply with their obligations under Data Protection Legislation at all times and in particular as set out below.

Information Governance – General Responsibilities

16.2 The Parties acknowledge that they will comply with Data Protection Legislation which includes GDPR and the DPA.

- 16.3 For the purposes of this clause, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" shall have the meaning prescribed under the DPA and the GDPR.
- 16.4 The Parties also acknowledge their respective obligations arising under the DPA and GDPR and must assist each other as necessary to enable each other to comply with these obligations. The Partners shall provide all reasonable assistance to the other Parties in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Party, include:
- 16.4.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 16.4.2 an assessment of the necessity and proportionality of the processing operations in relation to the Service;
 - 16.4.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 16.4.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 16.5 The Parties undertake to:
- 16.5.1 treat as confidential all Personal Data which may be derived from or be obtained in the course of the Services or which may come into the possession of the partner or a Staff member, servant or agent of the Party as a result or in connection with the Services;
 - 16.5.2 provide all necessary precautions to ensure that all such information is treated as confidential by the Parties, its Staff members, servants, or agents;
 - 16.5.3 ensure that it, its Staff members, servants and agents are aware of the provisions of the DPA and GDPR and that any personal information obtained in the course of the performance of this agreement shall not be disclosed or used in any unlawful manner;
 - 16.5.4 indemnify HCC against any loss arising under the DPA and GDPR caused by any action, authorised or unauthorised, taken by the a Partner, its Staff members, servants or agents; and
 - 16.5.5 have in place adequate mechanisms to ensure that partners, agents and subsidiaries to whom personal information is disclosed comply with their obligations under this agreement to keep Personal Data and information secure and confidential in accordance with Data Protection Legislation.

A Party as Data Processor (the Receiving Party)

- 16.6 The Receiving Party shall (and shall ensure that all of it's Staff) comply with any notification requirements under the DPA and GDPR and each of the Parties will duly observe all their obligations under the DPA and GDPR which arise in connection with this Agreement.

- 16.7 Notwithstanding the general obligations in clauses 16.1 to 16.5 above, where the Receiving Party is processing Personal Data as a Data Processor for another Party (Disclosing Party) it shall:
- 16.7.1 process the Personal Data only in accordance with instructions from the Disclosing Party (which may be specific instructions or instructions of a general nature) as set out in this agreement or as otherwise notified by the Disclosing Party in writing;
 - 16.7.2 comply with all applicable Laws;
 - 16.7.3 process the Personal Data only to the extent and in such manner as is necessary for the provision of the Disclosing Party's obligations under this agreement or as is required by Law or any regulatory body;
 - 16.7.4 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
 - 16.7.5 ensure that it is able to demonstrate that Staff members, servants, or agents associated with the performance of this agreement are aware of their personal responsibilities under the DPA and GDPR to maintain the security of the Personal Data controlled by the Disclosing Party;
 - 16.7.6 take reasonable steps to ensure the reliability of its Staff, servants, and agents who may have access to the Personal Data;
 - 16.7.7 ensure that Personal Data is not copied for any purpose other than that agreed with the Disclosing Party; and
 - 16.7.8 ensure that Personal Data shall be deleted or returned to the Disclosing Party at the end of this Agreement or when requested by that party. Such instruction to be made in writing.
- 16.8 The Receiving Party shall:
- 16.8.1 not Process, cause or permit the Personal Data to be transferred outside of the European Economic Area without the prior written consent of the Disclosing Party;
 - 16.8.2 ensure that all Staff, servants, and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 17;
 - 16.8.3 ensure that none of the Staff, servants, and agents publish disclose or divulge any of the Personal Data to any third parties unless directed in writing to do so by the Disclosing Party;
 - 16.8.4 not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Disclosing Party or in compliance with a legal obligation imposed upon the Disclosing Party;

- 16.8.5 taking into account the nature of the processing, provide the Disclosing Party with full assistance in relation to the Disclosing Party's obligations to respond to requests from data subjects exercising their rights laid down in Chapter III of the GDPR and shall notify the Disclosing Party within two (2) Working Days:
- 16.8.5.1 if it receives a request from a Data Subject to have access to that person's Personal Data; or
 - 16.8.5.2 if it receives a complaint or request relating to the Disclosing Party's obligations under the DPA or GDPR;
- 16.8.6 notify the Disclosing Party and the Data Protection Authority without undue delay of any Personal Data Breach or potential Personal Data Breach.
- 16.9 The Parties shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause any Party to breach any of its applicable obligations under the Data Protection Legislation.
- 16.10 The Parties agree to indemnify and keep indemnified and defend at their own expense the other Parties against all costs, claims, damages or expenses incurred by another Party or for which a Party may become liable due to any failure by another party or its Staff members, servants, or agents to comply with any of its obligations under this Clause.
- 16.11 The provision of this Clause 16 shall apply for the duration of the Contract and indefinitely after its expiry.

17. FREEDOM OF INFORMATION

- 17.1 The Authorities are public authorities as defined within the FOIA and therefore recognise that information relating to this Agreement may be the subject of a Request for Information.
- 17.2 Each Authority shall assist any of the other Authorities in complying with their obligations under the FOIA, including but not limited to assistance without charge in gathering information to respond to a Request for Information.
- 17.3 Any Authority shall be entitled to disclose any information relating to this Agreement and the Service in response to a Request for Information, save that in respect of any Request for Information which is in whole or part a request for Exempt Information:
- 17.3.1 the Authority which receives the Request for Information shall circulate the Request for Information and shall discuss it with the all of the other Authorities;
 - 17.3.2 the Authority which receives the Request for Information shall in good faith consider any representations raised by other Authorities when deciding whether to disclose Exempt Information **SAVE THAT** the Authority which receives the Request for Information shall retain the right to determine at their absolute discretion how to respond to the Request for Information; and

- 17.3.3 the Authority that receives the Request for Information shall not disclose any Exempt Information beyond the disclosure required by FOIA without the consent of the Authority or Authorities to which it relates.
- 17.4 The Authorities acknowledge and agree that any decision made by an Authority which receives a Request for Information as to whether to disclose information relating to this Agreement pursuant to FOIA is solely the decision of that Authority.
- 17.5 An Authority will not be liable to any party to this Agreement for any loss, damage, harm or detrimental effect arising from or in connection with the disclosure of information in response to a Request for Information.

18. INSURANCE

- 18.1 The Partners shall ensure that insurance cover of at least the following minimum amounts is effected and maintained and notified annually to the Officer CCTV Management Board in respect of:
- a. £5 million public liability insurance;
 - b. £5 million employers liability;
 - c. £2 million professional indemnity insurance.

This is to cover any claims in relation to equipment owned by the Partners as specified in paragraph 10.8. Partners will choose the extent to which they insure this equipment against other risks such as damage and theft.

- 18.2 SBC shall determine the appropriate level of insurance required for the equipment and materials specified in paragraph 10.7. -The associated costs of this will be included within the SBC Management Costs.

19. INFORMATION AND CONFIDENTIALITY

- 19.1 The Authorities shall keep confidential all matters relating to this Agreement unless it is already in the public domain or The Officer CCTV Management Board agrees that it may be disclosed and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any matter relating to this Agreement.
- 19.2 Clause 20.1 shall not apply to:
- 19.2.1 Any disclosure of information that is reasonably required by persons engaged in the performance of their obligations under this Agreement;
 - 19.2.2 Any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause;
 - 19.2.3 Any disclosure to enable a dispute to be resolved under clause 14 (Dispute Resolution);

- 19.2.4 Any disclosure which is required by any Law (including any order of a court of competent jurisdiction), any Parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of Law;
- 19.2.5 Any disclosure of information which is already lawfully in the possession of the receiving party prior to its disclosure by the disclosing party;
- 19.2.6 Any disclosure by a party to this Agreement to a department, office or agency of the Government;
- 19.2.7 Any disclosure for the purpose of the examination and certification of the accounts of a signatory to this Agreement.
- 19.3 Where disclosure is permitted under clause 19.2, the recipient of the information shall be subject to the same obligation of confidentiality as that contained in this Agreement.

20. SCRUTINY

- 20.1 Scrutiny remains the responsibility of each individual Authority.

21. TAXATION

- 21.1 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.

22. FORCE MAJEURE

- 22.1 The Authorities shall be released from their respective obligations in the event that a Force Majeure Event renders the performance of this Agreement not reasonably practicable.

23. SEVERANCE

- 23.1 If at any time any clause or part of a clause or Schedule or part of a Schedule to this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:
- 23.1.1 that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement;
- 23.1.2 the Authorities shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision to the extent that such spirit and intention is consistent with the Laws of that jurisdiction and so that the amended clause complies with the Laws of that jurisdiction; and
- 23.1.3 if the Authorities cannot agree upon the terms of any amendment within six months of the date upon which a clause was determined to be wholly or partly

illegal, invalid or unenforceable by any court, tribunal or administrative body of competent jurisdiction, the dispute will be determined in accordance with the clause 14 (Dispute Resolution Procedure).

24. ENTIRE AGREEMENT

This Agreement contains the whole agreement between the Parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the Parties relating to the governance of CCTV.

25. GOVERNING LAW

25.1 This Agreement shall be governed by the Laws of England and the parties submit to the exclusive jurisdiction of the courts of England.

This Agreement has been entered into on the date stated at the beginning of it

The Common Seal of
**EAST HERTFORDSHIRE
DISTRICT COUNCIL**

Was hereby affixed in the presence of: -

Name:

Position:

The Common Seal of
HERTSMERE BOROUGH COUNCIL

Was hereby affixed in the presence of: -

Name:

Position:

The Common Seal of
NORTH HERTFORDSHIRE
DISTRICT COUNCIL

Was hereby affixed in the presence of: -

Name:

Position:

The Common Seal of
STEVENAGE BOROUGH COUNCIL

Was hereunto affixed in the presence of: -

Name:

Position:

SCHEDULE 1 – The Service

Most up-to-date service specification to be appended prior to signing

DRAFT

SCHEDULE 2

Officer CCTV Management Board

Terms of Reference

The Management Board will take responsibility for significant decisions affecting the operational management of the joint CCTV initiative. They will monitor the effectiveness of the CCTV operations and associated financial and management controls. They will oversee all changes necessary to abide by new legislation and updates to the Code of Practice. They will also consider data and intelligence to help plan for and cope with movements in crime patterns and antisocial behaviour. They will report to the CCTV Joint Executive on the progress of the Partnership and significant decisions to be considered by partners.

Main Objectives

- To ensure that all significant operational decisions are agreed and ratified by officers representing the partner councils.
- To ensure that the Joint Executive Committee is made aware of changes to the day to day running of the partnership and able to provide adequate governance oversight of the operations.
- To ensure that the Joint Executive Committee is provided with adequate information on the performance and effectiveness of CCTV provision across the partnership.
- To drive innovation and oversee new opportunities to provide a cost-effective and well run CCTV Partnership.
- To monitor the financial operation of the Partnership and agree charges and reasonable inflationary increases.
- To take reports on any relevant items that affect the operation of the CCTV Partnership, including the Code of Practice and make recommendations to the Joint Executive Committee.
- To liaise with Shareholder Representatives to ensure clear communications between the CCTV Partnership and Hertfordshire CCTV Ltd.
- To liaise directly with the Company's Board of Directors.

Membership

The membership of The Officer CCTV Management Board is comprised of at least one nominated officer or their appointed representatives from each partner authority and the CCTV Operations Manager, employed by Stevenage Borough Council. The group accountant and other support services from Stevenage Borough Council will attend by request.

Frequency

The Officer CCTV Management Board will meet quarterly, or

as required. **Chair/Quorum/Venue**

The Chair of the Board will alternate between each partner authority. The quorum will be maintained as long as one officer or their appointed representative from each partner is present. Venues will be agreed from across the partnership.

Reports

Minutes will be taken by the CCTV Manager and circulated to Board members no more than two weeks after each meeting.

The CCTV Management Board will provide progress reports to the CCTV Joint Executive on a regular basis.

DRAFT

SCHEDULE 3

East Herts, Hertsmere, North Herts and Stevenage Joint CCTV Executive Committee

Terms of Reference

1.0 PURPOSE OF THE COMMITTEE

- 1.1 To discuss and agree the strategic and policy issues relating to the jointly owned and operated CCTV Control Room and Monitoring Service.
- 1.2 To deal with all matters defined under the CCTV 'Code of Practice' as the responsibility of the Joint CCTV Executive Committee
- 1.3 To consider operations and performance reports from the CCTV Operations Manager and Officer CCTV Management Board.
- 1.4 To consider and approve any location, expansion or contraction proposals and service changes for the overall partnership including; the CCTV Control Room, network, and monitoring service.
- 1.5 To consider and agree changes to the CCTV 'Code of Practice'.
- 1.6 To ensure the Independent Inspection regime is set up and maintained.
- 1.7 To receive and approve the Independent Inspectors' annual report.
- 1.8 To consider complaints regarding any breaches of the CCTV 'Code of Practice' and recommendations for preventing breaches and recommend disciplinary action where appropriate.
- 1.9 To express views regards the jointly owned company, Hertfordshire CCTV Ltd, to be channelled through the Officer CCTV Management Board.
- 1.10 To make recommendations on any of the above to the Officer CCTV Management Board.

2.0 CONSTITUTION OF THE COMMITTEE

- 2.1 The Joint CCTV Executive Committee is constituted as a joint committee of the partner councils. Each partner council shall nominate three elected members to the Committee. It shall be for each partner council to determine the mechanism for making these appointments.
- 2.2 Meetings shall be held at least twice per year or when members determine there is sufficient business for more frequent meetings.

3.0 QUORUM

- 3.1 A Quorum shall be four members with at least one from each of the partner authorities.

4.0 CHAIRMAN

4.1 The Chairman shall ordinarily be a member of the council hosting the meeting although members present at the meeting may choose a Chairman from any member present.

5.0 VENUE

5.1 The meetings shall alternate between the offices of the partner authorities in whichever way determined by the members of the Committee.

6.0 PROCEDURAL MATTERS

6.1 Each meeting shall follow the normal Standing Orders of the council hosting that meeting.

6.2 The hosting council shall ensure that minutes are taken and made available.

7.0 AMENDING THE TERMS OF REFERENCE

7.1 Any partner council may request a review and/or amendment of these terms of reference at any time.

DRAFT