

1. Background

We have been working with NSC and other Town Councils for finalise the specification for the installation and operation of the new CCTV system, following the appointment of Select as the preferred vendor.

It is proposed that installation of the new system will take place in September and October with full commissioning by the end of October.

2. Portishead CCTV Infrastructure specification

To install fixed digital cameras at all existing locations, with the upgrade of the camera at the Wyndham Way retail park (P115) to a 360-degree view on a higher pole to provide visibility to both sides of Wyndham Way. The total capital cost is £13,559, comprising the digital camera upgrades of £9,967 and an additional £3,592 for the WW 360-degree camera.



In addition, it is proposed to purchase a mobile camera in conjunction with Nailsea and Clevedon Town Councils that can be deployed at the request of the police or Town Councils to cover events and trouble spots. The mobile camera capital cost is estimated to be around £6,500, which if shared between the three Town Councils will be a cost of £2,167 per council. The cost of relocation/temporary installation will be between £100 - £450 depending upon the transmission link, this cost to be met by the council concerned.

3. Police engagement

NSC had a further meeting with the Police and have received assurances that they are committed to the upgrade and to providing officers with access to CCTV images. The police are currently tendering for a new VMS system to include this connectivity. A written confirmation of commitment from the police is expected and the provision of crime statistics involving the use of CCTV images will be discussed with them as part of the provision of information.

4. Service Level Agreement (SLA)

A service level agreement has been discussed with NSC the current draft of which is below, this is substantially agreed. NSC has undertaken to provide access to system reporting to enable Town Councils to see how the system is being operated, monitored and data used. A further meeting is being arranged with the system provider (HIK Central) to agree Town Council access to information and the reporting module.

5. Recommendation

An amount of £15,000 was included in the budget for the CCTV system upgrade.

Approval is sought for a contribution to capital expenditure not to exceed £16,500 (excluding VAT) the comprises:

Digital Camera replacement	£9,967
360-degree coverage of Wyndham Way	£3,592
One third share in a mobile camera	£2,167
Contingency (c5%)	£774
Total capital expenditure limit	£16,500

It is also proposed that a sub-committee comprising of Cllr Gardner, Bull and Cartwright be authorised to approve and enter the SLA, substantially in the attached form.

SERVICE LEVEL AGREEMENT

1.0 Date of Agreement

THIS AGREEMENT is made on the

2.0 Document details & change history

Version	Date	Description	Authorisation
1	June 2020	Service	

Name	Role	Signature	Date

3.0 Parties to Agreement

BETWEEN North Somerset District Council Town Hall, Walliscote Grove Road, Weston-super-Mare, BS23 1UJ (the Service Provider) and XXX Town Council (the Service Recipient).

4.0 Duration of Agreement

4.1 This Agreement shall come into force on (“the Commencement Date”) and shall continue unless determined on notice as hereinafter provided.

5.0 Service Level

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

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

5.3 This agreement will be reviewed by Service Provider with the Service Recipient on an annual basis including the costs of operating the system and the sharing of those costs between Service Recipients

5.4 Any changes to this agreement must be agreed by both parties and documented in 2.0 above.

5.5 The Service Level is set out in Appendix 1, the agreement with police is set out in Appendix 2 and the Annual Contribution is set out in Appendix 3.

6.0 Services Aims and Objectives

6.1 North Somerset Council as Service Provider shall provide a CCTV monitoring service for North Somerset to the Service Level.

7.0 Payment Arrangements

7.1 The Service Recipient shall pay to the Service Provider the Annual Contribution in quarterly instalments as set out in Appendix 3.

8.0 Administrations and Technical Support

8.1 The Service Provider shall provide the administrative and technical support necessary to operate the CCTV system to the Service Level and the Service Recipient acknowledges that the CCTV Equipment will remain in the ownership of the Service Provider at all times.

9.0 Increase/Decrease in Service and Termination

9.1 Where the Service Provider 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.

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

10.0 Service Providers Additional Responsibilities

10.1 To provide a response to all complaints/enquiries within 7 working days.

10.2 To advise the Service Recipient of foreseen difficulties in service delivery at least 5 working days prior to any anticipated disruption to Service Level

10.3 To advise the Service Recipient of any outage, non-operation or inability to monitor any camera that is likely to persist for more than 6 hours within one working day of the day on which the event arises.

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

10.5 To obtain the Service Recipients approval in advance of addition, change or removal of permanent camera locations affecting its town.

11.0 Service Recipients Additional Responsibilities

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

11.2 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.

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

12.0 Liability

12.1 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.

12.2 Copyright of all images and tapes of all images will remain the property of the Service Provider. 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.

13.0 Force Majeure and Disaster Recovery Plan

13.1 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.

14.0 Arbitration

14.1 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.

14.2 Their decision shall be final and binding.

Signatories to this Agreement

North Somerset District Council

Date

..... Council

Date

APPENDIX 1 THE SERVICE

Locations of Cameras in

The Service Provider shall provide:

- a. Processing of all invoices relating to the purchase and operation of a CCTV monitoring system
- b. Arranging the repair/replacement of the Equipment, as it becomes faulty, in accordance with its maintenance schedule. In the event of any camera being beyond immediate repair contact will be made within one working day with the relevant town council.
- c. Arranging the installation and addition to the system of mobile cameras as changes of location are requested by Town Councils, the costs of installation and movement to be borne by the Town Council requesting the installation.
- d. There will be 2 routine maintenance visits per year where cameras will be inspected for defects & serviced as necessary. Each town council will be informed when they have taken place. This information will be disseminated as part of the monthly reports.
- e. There will be 2 cleans per year (programmed). Each town council will be notified when cleaning has taken place. This information will be disseminated as part of the monthly reports.
- f. Investigation and response to all complaints from members of the public concerning the operation of the CCTV cameras.
- g. 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.
- h. 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.
- i. Undertaking management checks and audits as necessary to ensure the system is operated professionally, competently and in accordance with Data Protection, Human Rights and other relevant regulation
- j. Insuring the Equipment against vandalism, damage and loss.
- k. Providing monthly reports to every town council to include:

Operation

- The length of time each of its camera were not operative, being monitored or recorded due to faults (by camera location)

- What that fault was with each camera, the monitoring or recording system
- Any updates or repairs by camera (e.g. new part ordered etc)

Activity Reporting

- On a best endeavours basis, reports or access to reports from the HIK Central VMS to enable Town Councils to understand the active use and monitoring of cameras in their area. It being agreed that a meeting will be arranged with HIK Central to understand the reporting capability of the system, following which access to reports readily available from the system will be agreed.
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- A monthly report of incidents identified by CCTV Operators for each Town Council area, including if the incident was reported to the Police or the Town Council concerned. Where reported to the police whether CCTV images have been provided to the Police.

i. Managing the contract with the third-party contractor (“the Contractor”) who maintains the cameras

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 08:00 and 17:00 Monday to Friday. This is a ‘labour only’ response and excludes parts or replacement cameras.

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 North Somerset a safer area in which to live.
- d. To improve communication and the operational response of Police and Council enforcement 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 Service Provider – North Somerset Council.

- a. To record images from all cameras in Clevedon, Nailsea, Portishead and Weston-super-Mare 24 hours a day, 365 days a year and manage the supporting storage system.
- b. To staff the control room 24 hours a day, 365 days a year with competent CCTV operators.
- c. To monitor all CCTV cameras throughout Clevedon, Nailsea, Portishead and Weston-super-Mare 24 hours a day, 365 days a year proactively with the intention to identify criminal and anti-social behaviour.
- d. Where an incident is identified by an operator (or via police radio, BID Warden, member of the public etc) the operator will take appropriate action
- e. To respond to any criminal incident identified by a CCTV operator or referred to the control room from other agencies/partners.
- f. To record all observed incidents of criminal and anti-social activity and refer such activity to the appropriate agency for a response.
- g. To provide recorded material of acceptable evidential standards to the Police for criminal prosecutions. Such evidence will include all necessary paperwork, operator logs and witness statements.
- h. To undertake pre-arranged presentations of the systems effectiveness to community representatives from each town council.
- i. 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 – POLICE ACCESS AGREEMENT

1.0 The Service Provider North Somerset Council will provide a service which enables Avon and Somerset Constabulary to:

1.1 Download images for review on police IT systems and hand-held devices

1.2 Make copies (for evidential purposes) on police IT systems and hand-held devices

2.0 The Service Provider North Somerset Council will grant permissions for Avon and Somerset Constabulary to enable them to do 1.1 and 1.2 based upon:

2.1.1 An appropriate Data Sharing Agreement being in place

2.2 A commitment from Avon and Somerset Constabulary to provide data to The Service Provider including:

2.2.1 How often they have viewed footage

2.2.2 How often they have extracted evidential data (made copies)

2.2.3 When CCTV material has been used in a prosecution or other formal action and the result of that action

3.0 Avon and Somerset Constabulary commit to providing the necessary IT support to facilitate remote access to images as per 1.1 and 1.2 above and integration with their systems to disseminate information to front line staff.

Signatories to this Agreement

North Somerset District Council

Date

Avon and Somerset Constabulary

Date

APPENDIX 3 –SUMMARY OF ANNUAL CONTRIBUTION

BUDGET	£
Annual Contribution 2019/20	£ XXX

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.

The Initial Contribution of the Service Recipient shall be based on its proportionate share of the budgeted operating costs of the system, the proportion being the total number of the Service Recipients cameras relative to the total number of cameras in the network.

In subsequent years the annual contribution will be increased each year in line with the local authority employee percentage salary increase thus covering increased monitoring cost. This will be notified as soon as it is announced it has been approved.

Within 3 months of the end of each Financial Year the Service Provider will provide to the Service Recipients a schedule setting out the actual operating costs of the system and the share of those costs between the Service Recipients (based on the proportionate number of cameras). If the annual contribution paid by any Service Recipient for a Financial Year differs by more than 10% of the proportionate share of actual costs then an additional balancing payment shall be made between Service Provider and Service Recipient to amend the annual contribution for that year to the proportionate share of actual costs. The objective of this provision being to ensure future revenue savings or additional revenue costs, not anticipated within the budgeted operating costs are reasonably shared between the Service Recipients.