



**MEETING OF THE CCTV PARTNERSHIP JOINT EXECUTIVE**

to be held in the

**SHIMKENT ROOM, STEVENAGE BOROUGH COUNCIL,  
DANESHILL HOUSE, DANESTRETE, STEVENAGE**

On

**WEDNESDAY, 25TH SEPTEMBER, 2019 AT 6.00 PM**

**Agenda  
Part I**

<b>Item</b>		<b>Page</b>
<b>1.</b>	<b>AGENDA AND REPORTS</b> This meeting to be held and clerked at Stevenage Borough Council.  The Agenda and Reports are attached	(Pages 3 - 78)

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## JOINT CCTV EXECUTIVE

**Date: Wednesday, 25 September 2019**

**Time: 6.00pm,**

**Location: Shimkent Room, Daneshill House, Danestrete**

**Contact: Lisa Jerome (01438) 242203**

Members:

**Hertsmere Borough Council**

Cllr Pervez Choudhury  
Cllr Jeremy Newmark  
Cllr Anthony Spencer

**East Herts Council:**

Cllr Peter Boylan,  
Cllr Alexander Curtis,  
Cllr Geoffrey Williamson

**Stevenage Borough Council**

Cllr Richard Henry  
Cllr Jackie Hollywell  
Cllr Mrs Joan Lloyd

**North Herts District Council**

Cllr Ian Albert  
Cllr Paul Clark  
Cllr Martin Stears-Handscomb

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## AGENDA

### PART 1

**1. APPOINTMENT OF CHAIR**

To agree the appointment of Chair for this meeting.

**2. APOLOGIES FOR ABSENCE AND DECLARATIONS OF INTEREST**

**3. MINUTES - CCTV COMMITTEE - 5 JUNE 2019**

To approve as a correct record the Minutes of the meeting of the CCTV Committee held on 5 June 2019.

Minutes attached  
Pages 3 – 10

**4. OPERATIONS REPORT**

To receive an Operations Report from the CCTV Control Room Manager.

Pages 11 – 18

**5. UPDATE ON AND DECISIONS ARISING FROM THE SIAS GOVERNANCE REPORT**

To update on the work carried out since the last meeting to address the governance issues identified by the Shared Internal Audit Service (SIAS) during their audit commissioned by Stevenage BC on behalf of the CCTV Partnership.

Pages 19 – 72

**6. GOVERNANCE REVIEW**

To provide the CCTV Joint Executive Committee with an update on the concluding activities of the CCTV Governance Review.

Pages 73 – 76

**7. URGENT PART 1 BUSINESS**

To consider any Part 1 business accepted by the Chair as urgent.

**8. EXCLUSION OF PUBLIC AND PRESS**

To consider the following motions –

1. That under Section 100(A) of the Local Government Act 1972, the press and public be excluded from the meeting for the following items of business on the grounds that they involve the likely disclosure of exempt information as described in paragraphs 1 – 7 of Part 1 of Schedule 12A of the Act as amended by Local Government (Access to Information) (Variation) Order 2006.

2. That Members consider the reasons for the following reports being in Part II and determine whether or not maintaining the exemption from disclosure of the information contained therein outweighs the public interest in disclosure.

**9. URGENT PART II BUSINESS**

To consider any Part II business accepted by the Chair as urgent.

Agenda Published 17 September 2019

MINUTES OF A MEETING OF THE  
JOINT CCTV EXECUTIVE HELD IN THE  
ROOM 27, WALLFIELDS, HERTFORD ON  
WEDNESDAY 5 JUNE 2019, AT 7.00 PM

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PRESENT:

East Herts  
Council

Councillors P Boylan, A Curtis and  
G Williamson (Chairman)

Hertsmere  
Borough  
Council

Councillors P Choudhury, J Newmark and  
A Spencer

North Herts  
Council

Councillors I Albert and P Clark

Stevenage  
Council

Councillors J Hollywell and Mrs J Lloyd

OFFICERS IN ATTENDANCE:

Jonathan Geall	- Head of Housing and Health
Rob Gregory	- Assistant Director (Communities and Neighbourhoods)
Valerie Kane	- Community Safety Manager
Peter Mannings	- Democratic Services Officer
Mike Read	- HCCTV Partnership Ltd

1 APPOINTMENT OF CHAIRMAN

It was proposed by Councillor P Boylan and seconded by Councillor P Choudhury that Councillor G Williamson be appointed Chairman for the meeting. After being put to the meeting and a vote taken, the motion was declared CARRIED.

RESOLVED – that Councillor G Williamson be appointed Chairman for the meeting.

2 APOLOGIES

Apologies for absence were received on behalf of Councillors R Henry and M Stears-Handscomb.

3 CHAIRMAN'S ANNOUNCEMENTS

The Chairman welcomed new and returning Members to the first meeting of the Joint CCTV Executive of the 2019/20 civic year.

4 MINUTES - 22 JANUARY 2019

It was proposed by Councillor P Choudhury and seconded by Councillor J Lloyd that the Minutes of the meeting held on 22 January 2019 be confirmed as a correct record and signed by the Chairman, subject to the addition of Councillor Heywood to voting Members present from Hertsmere Borough Council and the deletion of Councillor Wayne as he had been correctly recorded elsewhere in the minutes as having given his apologies. After being put to the meeting and a vote taken, the motion was declared CARRIED.

RESOLVED – that the Minutes of the meeting

held on 22 January 2019 be confirmed as a correct record and signed by the Chairman, subject to the addition of Councillor Heywood to voting Members present from Hertsmere Borough Council and the deletion of Councillor Wayne as he had been correctly recorded elsewhere in the minutes as having given his apologies.

5 UPDATE ON AND DECISIONS ARISING FROM THE SIAS GOVERNANCE REPORT

The Head of Housing and Health submitted a report to update Members on work carried out since the Committee's meeting on 22 January 2019 to address to the governance issues identified by the Shared Internal Audit Service (SIAS) during their audit commissioned by Stevenage Borough Council on behalf of the CCTV Partnership.

The Head provided a detailed breakdown and summary of the Essential Reference Papers referenced in the report submitted. He stated following a SIAS recommendation, the CCTV Management Board were now meeting on a quarterly basis.

The Joint CCTV Executive was advised of the shareholders agreement and decision making arrangements. He referred to the 9 SIAS recommendations and the new partnership agreement. The Head responded to a number of queries from Councillor P Choudhury in respect of the Shareholder Structure and the future management of the CCTV cameras. Following a number of other questions from the Committee regarding the

governance framework of the CCTV Camera partnership, the Assistant Director (Communications and Neighbourhoods), detailed the history of the CCTV Camera Partnership.

Councillor Mrs J Lloyd proposed and Councillor I Albert seconded, a motion that the recommendations detailed in the report be approved. After being put to the meeting and a vote taken, this motion was declared CARRIED.

RESOLVED – that (A) Members provided feedback on the work carried out to date by the CCTV Officer Management Board, included at Essential Reference Paper 'B', to address the recommendations made by the Shared Internal Audit Service (SIAS) in their report published in August 2018;

(B) the revised governance Framework between the CCTV Partnership and the Hertfordshire CCTV Ltd and the constituent parts of both as presented in Essential Reference Paper 'C', be approved;

(C) the revised terms of reference for the CCTV Joint Executive Committee presented at Essential Reference Paper 'D', be approved;

(D) the revised terms of reference for the CCTV Officer Management Board presented at Essential Reference Paper 'E', be approved;

(E) the draft revised Hertfordshire CCTV Ltd Shareholders Agreement presented at Essential



Reference Paper 'F' and requests the CCTV Officer Management Board to consult Directors of the Company on its content, be endorsed;

(F) authority be delegated to the CCTV Officer Management Board authority to finalise the Shareholders Agreement having sought the views of the Directors of the Company and legal representatives from the partner councils save that if any further substantive amendments are proposed these shall be brought back to Members of the Joint CCTV Executive for approval; and

(G) an amendment to the completion date for drafting a revised Partnership Agreement to 30<sup>th</sup> September 2019 or the next Joint CCTV Executive Meeting (whichever is the sooner) so as to fully incorporate the documents considered within this report, as amended by members, be approved.

## 6 CCTV GOVERNANCE REPORT

The Assistant Director (Communities and Neighbourhoods) submitted a report that summarised the cost benefit analysis undertaken to reassign partner-owned cameras from Hertfordshire CCTV limited to the CCTV Partnership. The report outlined the financial impacts for the company and the partnership as well as legal implications. It was recommended that Members give further consideration to the growth potential for the CCTV service and associated implications for the partnership and the company.

The Assistant Director provided a detailed financial analysis of the CCTV Service and explained that the CCTV Executive was responsible for oversight of all of the 417 CCTV Cameras. He responded to a number of questions and comments from Members. He commented on the likelihood of schools and Parish Councils coming on board with the CCTV Camera Partnership. Councillor J Newmark stated that he would be keen to hear from the Directors of Hertfordshire CCTV Limited.

Councillor P Clark proposed and Councillor I Albert seconded, a motion that the recommendations detailed in the report be supported. After being put to the meeting and a vote taken, this motion was declared CARRIED.

RESOLVED – that (A) the reassignment of partner-owned cameras to the CCTV Partnership, be approved;

(B) Members requested further analysis of pricing structures by camera type and usage of control room capacity to facilitate negotiations on a revised charging model between the partnership and the company; and

(C) a presentation be requested from the Directors of Hertfordshire CCTV Limited on a Business Plan for the company moving forwards.

## 7 CCTV OPERATIONS REPORT

The CCTV Operations Manager submitted a report to inform the CCTV Joint Executive Committee of the progress and operational effectiveness of the Hertfordshire CCTV Partnership Control Room and Cameras.

The Operations Manager responded to a number of detailed queries from Councillor A Curtis. He also summarised the efficient procedures in place for replacing faulty cameras following a question from Councillor P Clark. The Joint Executive was advised that the police were reliant on CCTV cameras more than ever due to pressure on police resources.

The Operations Manager advised that he was not aware of any complaints in respect of how the control room was being run. He referred to Pub Watch and Shop Watch and the planned use of digital radios once the new control room was operational.

The Operations Manager confirmed to Councillor G Williamson that all would be welcome to visit the new control room once this was operational. Councillor P Choudhury commented on whether high definition (HD) quality CCTV could be available to the police, the crown prosecution service and the courts. The Operations Manager confirmed this was possible if the courts systems were brought up to date to allow the viewing of HD quality recordings.

The Operations Manager confirmed to Councillor G Williamson that there would be 2 day period of downtime once the old control was closed down and

the new control became operational. He stressed that the CCTV cameras would continue to record during this period of downtime. The Joint CCTV Executive received the report.

RESOLVED – that the Quarterly Management Report be noted.

8 DATE OF NEXT MEETING

RESOLVED – it was agreed that the next meeting would be held in September before the end of that month at the Offices of Stevenage Borough Council.

The meeting closed at 8.28 pm

Chairman .....
Date .....

**Meeting** CCTV Joint Executive  
**Portfolio Area** Communities and Community Safety  
**Date** 25th September 2019



## CCTV OPERATIONS REPORT

**Authors** Mike Read - CCTV Operations Manager  
**Lead Officers** Mike Bourne- Control Room Manager  
**Contact Officer** Mike Read- CCTV Operations Manager

### 1 PURPOSE

1.1 To inform the CCTV Joint Executive Committee of the progress and operational effectiveness of the Hertfordshire CCTV Partnership Control Room and Cameras.

### 2 RECOMMENDATIONS

2.1 The Joint Executive notes the Quarterly Management Report.

### 3 BACKGROUND

3.1 The CCTV Joint Executive Committee requires updates on quarterly performance and up to date information on the CCTV Control Room, the monitoring and maintenance contracts. The committee also need to be assured that no breaches of the RIPA, GDPR, Pace, or the Code of Practice have occurred.

3.2 A quarterly Operations Report forms appendix A to this document.

#### **4 REASONS FOR RECOMMENDED COURSE OF ACTION AND OTHER OPTIONS**

4.1 The report provides an overall update on the operations of the CCTV Partnership. In the last quarter there have been no breaches to legal conventions relating to the operation of public realm CCTV. Detailed district level incident reports can be provided to partner councils as requested.

#### **5 IMPLICATIONS**

##### **Financial Implications**

5.1 There are no financial implications contained within this report.

##### **Legal Implications**

5.2 Legal implications have been considered in relations to Codes of Practice for CCTV Surveillance.

##### **Staffing and Accommodation Implications**

5.3 The re-location of control room staff to the new premises at Cavendish Road, Stevenage has previously been considered and addressed.

##### **Community Safety Implications**

5.4 The provision of CCTV across the partnership relates to public protection and community safety.

## Appendix A

### Joint Executive Meeting 25 September 2019

#### CCTV Operations Managers Report of Control Room Performance for

April - June 2019

#### Control Room

The Control Room now operates over 600 cameras – and continues to grow and develop.

Part of the Control Room Operators role is to monitor 38 remote sites that are alarmed back to the control room, such as Schools, Council owned buildings and Play centres.

Currently we have a system using the 'ADPRO' 'Fastrace 1 and 2'. The key features allow the control room operators to monitor alarms triggered by movement that activates the PIR's, (Passive Infrared Sensors). Each PIR is linked to either one or more cameras. The operator's receive the alarms on their PC's and then review the image(s) that have activated the alarms.

During April to June the control room operators monitored 52,177 alarms. Each alarm will, have been reviewed by the control room. Operators called the Police 4 times. The Operators have the technology to use Tannoys to talk back to the site and ask people to move off from the site. These were used 11 times.

CCTV Operators are supported in their duties by our radio communication system giving those direct links to Police Officers, Pub Watch, Shop Watch, Taxi Marshalls, and Street Wardens. This helps to ensure a rapid response which can be made to any incident. There are over 200 radios used within the Partnership which includes 9 Towns. When the control room moves to the new site a new advance digital system enhancing performance will be installed.

The Police also have a system called 'Live-View' which allows officers on the ground to watch our live video feed on hand held devices. On request any footage that can be seen by our cameras can be transferred to officers on the ground.

We have had one **RIPA**, (Regulation of Investigatory Powers Act 2000), request during this period from Stevenage Police, which is ongoing. A RIPA is where an Officer requires the CCTV to be used for SURVEILLANCE and INVESTIGATIONS of individuals. To allow Officers to use our system for this purpose a document requires a Superintendent or higher to be signed and submitted to the Data Controller before the permission is granted.

## **Issues raised from the previous meeting**

**SIA Licences** – HCCTVP is a member of the ‘CCTV User Group’ and they have been in discussions with the regulator SIA.

The CCTV User Group have now looked at the following options:-

1. LGA applying for an exemption on behalf of our member authorities
2. PSIA agreeing that only officers responsible for running the service require a licence
3. Option 2 plus the Head or Director or Lead Member or Chief Executive only requiring to be licenced.

**Section 4(1)** of the Act provides for the Secretary of State (SoS) to make regulations to prescribe circumstances in which persons will be exempt from the requirement to have a licence to undertake licensable conduct. The SoS can only do this where it is satisfied that there are circumstances in which activities of licensable conduct are undertaken by people to whom “suitable alternative arrangements” will apply **and** the SoS is satisfied that “as a consequence” it is unnecessary for people undertaking those activities to be required to be licensed.

Suitable alternative arrangements is defined in **Section 4(3)** as arrangements that the SoS or, as the case may be, the SIA are satisfied that “equivalent, for all practical purposes so far as the protection of the public is concerned, to those applying to persons applying for and granted licences.”

In discussions about a framework for exemptions the Minister and Home Office have confirmed they consider that the alternative arrangements have to be compared with the arrangements that are in use by the SIA for those applying for licences. That requires an examination of the arrangements applicable to those who are the nearest comparators to the group in question.

It would appear that to apply for an exemption councils will need to have an alternative arrangement in place which is comparable to the PSIA requirements



## **Exemption Tests**

Section 4 of the Act provides a clear test and threshold that suitable alternative arrangements are or will be in place. Applications for exemptions must be considered in light of this and the Government's Better Regulation agenda. Under current licensing criteria, Home Office Ministers have approved that the following or equivalent should be in place:

- a. trained to a nationally accredited standard and that this training should cover conflict management for security guards;
- b. subject to suitable vetting; and
- c. suitably regulated and monitored.

We are awaiting the response from the SIA and will report to the Officer Management Board on any further developments..

## **Deployment of Mobile Cameras**

Herts County Council/Runways along with HCCTVP have now put together a Memorandum of Understanding to allow the Partnership to deploy their mobile cameras on HCC columns. This will help us to install these cameras in a timely fashion. Currently this is with HCC Legal to be signed off.

## **Server Issues**

During early September the Synetics Server failed limiting functionality of cameras ability to pan and move. This reflects the age of the server, which was installed as part of the original control room set up. Fortunately spare parts were sourced and the system is fully functional. The server will no longer be required for the new control room, so the risks of this repeating will be mitigated by the move.

### Incidents recorded in April – June 2019

*“By definition the term INCIDENTS are where an event albeit live or an occurrence, such as a Missing Persons search, that has been requested where an operator has taken over the control of a camera or cameras. The data is stored for 28 days of which if there are no requests for any downloads it will then be overwritten.”*

	SBC	NHDC	EHDC	HERTSMERE
	INCIDENTS	INCIDENTS	INCIDENTS	INCIDENTS
Apr-19	130	70	47	30
Apr-18	149	60	65	33
var	-19	10	-18	-3
May-19	107	54	40	25
May-18	113	53	51	43
var	-6	1	-11	-18
Jun-19	122	53	59	28
Jun-18	122	61	43	30
var	0	-8	16	-2
Total -19	359	177	146	83
Total- 18	384	174	159	106
Var	-25	3	-13	-23

In Total we have recorded 765 incidents during the three monthly period within the Partnership compared with 823 the previous year. Detailed district analysis can be undertaken for CCTV partners and also viewed on our web [www.hertfordshirecctv.co.uk](http://www.hertfordshirecctv.co.uk)

## **Case Studies**

**Date: 04<sup>th</sup> April - 17:11pm - Cameras 123,122,108,112,103,102 and 711 –**

**Location: Asda Underpass, Stevenage. - Crime: Assault/Robbery/Offensive Weapon.**

Force Control Room requested a search of the underpass by Asda in Stevenage for a male with a Samurai Sword. Male description was given. Area searched using the above numbered cameras but no trace of the individual. Controller later noticed a male matching the description at the bus station. FCR informed. He got on the No.6 bus and Police units followed until the firearms officers could attend. The male got off the bus in Bedwell Crescent and was stopped by the Police. The sword was plastic and he was let go.

**Date 12<sup>th</sup> April – 17:31pm – Cameras 103,104,113,116,118 and 128 –**

**Location:- Stevenage Town Centre – Crime: Wanted Male**

Hertfordshire and Bedfordshire Police allow the control room to have intel placed on their Desktop PC's. The Intel can be anything from Missing to Wanted persons with pictures of individuals with their details that are on display 24/7. On this occasion Intel came up of a wanted individual when the operator noticed him in the town centre. FCR were informed and Police arrested the individual by the swimming pool car park.

**Date 25<sup>th</sup> April – 13:45pm – Cameras 908 and 909.**

**Location: - Maidenhead Street, Hertford. Crime: Wanted**

Controller picked up two known males in Hertford town centre walking in and out of shops and leaving quickly. One of the males was seen to remove an item from under his jacket and remove the foil. PCSO's updated through the town link radio of the description of both males. The second male is wanted by Police for two offences. Police arrive on scene and one male is arrested for being wanted.

**Date 23<sup>rd</sup> May – 23:32pm – Cameras 54 and 53 – Location – Ware Town Centre. Crime: Offensive Weapon**

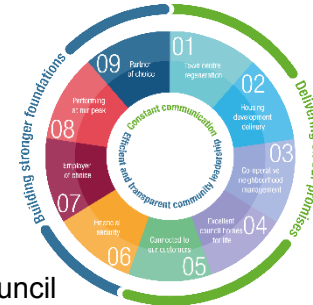
An operator received a call from East Herts Police via radio airwaves requesting cameras in the High Street, Ware, to search for some males on bicycles that are said to be carrying machetes. The controller carried out a search and located the males near to the Waterside PH. The operator contacted the Police who attended. The males made off but the controller kept the cameras on them thus keeping the Police up to date video coverage. The males were eventually caught and both were arrested.

## New Control Room pictures



The Control Room installation is complete and awaiting IT switch over. This will be undertaken at a point to minimise any disruption to IT services and the CCTV Control Room Operation.

**Meeting** CCTV Joint Executive  
**Portfolio Area** Community and Community Safety  
**Date** 25<sup>th</sup> September 2019



Author – Jonathan Geall, Head of Housing and Health, East Herts Council  
tel: 01992 531594 - e-mail: jonathan.geall@eastherts.gov.uk

Lead Officer (for Stevenage BC) – Rob Gregory, Assistant Director for Communities and Neighbourhoods ext: 2568

Contact Officer – Jonathan Geall, Head of Housing and Health, East Herts Council  
tel: 01992 531594 - e-mail: jonathan.geall@eastherts.gov.uk

## UPDATE ON AND DECISIONS ARISING FROM THE SIAS GOVERNANCE REPORT

### NON-KEY DECISION

#### 1 PURPOSE

- 1.1 This report updates members on work carried out since the Committee's last meeting on 5<sup>th</sup> June 2019 to address the governance issues identified by the Shared Internal Audit Service (SIAS) during their audit commissioned by Stevenage BC on behalf of the CCTV Partnership.
- 1.2 Members are invited to review the revised CCTV Partnership Agreement, this being the only outstanding item from the SIAS audit.
- 1.3 Members are asked to consider a move to holding Joint CCTV Executive Committee meetings twice a year, rather than quarterly as has become the pattern over the last 18 months, and that, until any future review, this frequency of meetings becomes the standard approach.

#### 2 RECOMMENDATIONS

- 2.1 That the Joint CCTV Executive approves the draft revised CCTV Partnership Agreement presented at Appendix A and delegates the authority to make any minor drafting amendments required to the Officer CCTV Management Board.
- 2.2 That Joint CCTV Executive meetings are held on a twice yearly basis in, or as near

to, June and November each year until any future review of this arrangement.

### **3 BACKGROUND**

3.1 Given concerns raised by members from each of the four authorities comprising the CCTV Partnership – East Herts, Hertsmere, North Herts and Stevenage – about the governance of the CCTV Partnership and its wholly owned company, Stevenage BC commissioned the Shared Internal Audit Service (SIAS) to conduct a review of the governance arrangements. SIAS completed this work in August 2018. Members will recall that SIAS reported that *“the Hertfordshire CCTV Partnership has proven to be a useful vehicle for the joint management of the CCTV service. However, we have identified a number of weaknesses in the overall governance control framework”*. Consequently, SIAS were only able to provide *“limited assurance that there are effective controls in operation”*.

3.2 Since publication of the SIAS report, the Officer CCTV Management Board has been working through the nine recommendations. The Joint CCTV Executive has by now approved officers’ work on all of the recommendations bar one outstanding recommendation, that is, to review and revise the CCTV Partnership Agreement between the authorities. This Agreement has now been reviewed, with the Joint CCTV Executive now asked to consider and approve the revised version.

### **4 REASONS FOR RECOMMENDED COURSE OF ACTION AND OTHER OPTIONS**

4.1 The Officer CCTV Management Board is now meeting regularly and work to address the issues raised by SIAS has almost concluded. Appendix C summarises the work to date. Members are invited to note that should the first of the two recommendations made in this report be approved, the actions against all nine of SIAS’s recommendations will have been completed.

#### ***Partnership Agreement***

4.2 At its meeting of 5<sup>th</sup> June 2019, the Joint CCTV Executive agreed to amend the deadline for reviewing and revising the CCTV Partnership Agreement from 31<sup>st</sup> March 2019 to 30<sup>th</sup> September 2019 or the date of the next Joint CCTV Executive Meeting, whichever is the sooner. The Officer CCTV Management Board in consultation with detailed legal support and advice provided by Hertfordshire County Council’s Legal Team, which provides Stevenage BC’s legal service, has completed this review. The revised version is available at Appendix A. This can be compared with the current Partnership Agreement available at Appendix B.

4.3 The revised version has been updated in a number of key ways, notably it now includes:

- updated provisions in relation to data protection/GDPR – see clause 16
- greater clarity about the respective roles of Partners and Stevenage BC in its role as, essentially, the provider of the service to the Partnership – see clause 3
- more robust arrangements for annual service planning – see clause 4
- far more explicit arrangements to setting and monitoring the costs of the services provided by Stevenage BC – see clause 10
- greater clarity about the liabilities for various costs between the Partners – see clause 10

- clearer arrangements for amending the Agreement, Partners leaving the Partnership and for what to do should the Partners decide to wind up the Partnership – see clause 11
- explicit reference to the roles of the Officer CCTV Management Board and the Joint CCTV Executive Committee as previously discussed with and approved by the Joint CCTV Executive Committee – throughout the revised Agreement.

4.4 Hertfordshire County Council's Legal Team, in its role as the provider of Stevenage BC's Legal Service, has provided expert support, advice and guidance and has drafted much of the revised wording in consultation with the Officer CCTV Management Board. Officers thus feel confident that the revised Partnership Agreement affords a Partners a more robust basis on which to work together, something that SIAS were very keen to see put into place.

***Alternative options considered***

4.5 Retain the existing Partnership Agreement unamended – **REJECTED** as:

- SIAS has already recommended that the Partnership Agreement be reviewed and updated. It is believed that keeping to the existing, out-of-date would render SIAS unable to increase their assurance rating in future. Furthermore, the existing Agreement does not include updated data protection provisions brought in by the GDPR regulations
- the amended Partnership Agreement proposes a much needed change to the way that capital costs and assets are treated (paragraphs 10.1, 10.7 and 13.7). Previously these were split equally. The change means that half the amount is shared equally and the other half is in proportion to number of cameras. This reflects that number of cameras is a significant factor, as well as the fact that this is a joint partnership that requires investment from each of the Partners. It would be possible to revert to an equal split or to a split based solely on number of cameras.

***Proposed amended meeting schedule of the Joint CCTV Executive Committee***

4.6 Until late 2017, the Joint CCTV Executive Committee met on an annual basis to consider the work of the Partnership. Given the governance issues raised and, in particular, so as to ensure delivery of the actions identified by SIAS, the Committee has been meeting on a quarterly cycle for the last 18 months.

4.7 As the SIAS recommendations have now all been addressed and the Officer CCTV Management Board has been reinstated and is meeting on a quarterly basis (and more frequently if required), officers recommend that the meeting frequency of the Joint CCTV Executive Committee is amended to twice yearly. It is felt by officers that twice yearly rather than annually would provide an appropriate level of oversight, particularly if the two meetings were arranged to, among other issues, review the following items as the following points in the year:

- June – to review the performance for the preceding year
- November – to review (a) progress of the Partnership at the half year point and (b) the proposed service plan for the forthcoming.

4.8 This proposed approach is in keeping with the Terms of Reference for the Committee which state, paragraph 2.2, *“Meetings shall be held at least twice per year or when members determine there is sufficient business for more frequent*

meetings”.

### **Alternative options considered**

- 4.9 Maintain the current quarterly meeting cycle – **REJECTED** as the meeting frequency was increased to quarterly in direct response to the desire for members to oversee the governance review and delivery of the actions recommended by SIAS. Consideration of the first recommendation in this report means that all nine of SIAS’s recommendations will have been addressed to the Committee’s satisfaction. Thus, there is no need to keep meeting on a quarterly basis.
- 4.10 Revert to annual meetings – **REJECTED** as this would not be in line with the Committee’s terms of reference agreed on 5<sup>th</sup> June 2019. Furthermore, officers feel they would benefit from twice yearly oversight of the items of business, among others, listed in paragraph 4.7 above.

## **5 IMPLICATIONS**

### **Financial Implications**

- 5.1 There are no direct additional revenue or capital liabilities falling to any Partner authority as a result of this report. The changes to the split of capital costs and assets could, however, have some implications in the future when further capital investment was required. The current Control Room move and all associated costs are being funded by Stevenage BC.

### **Legal Implications**

- 5.2 The proposed revised Partnership Agreement has been drawn up in close consultation with Hertfordshire County Council’s Legal Team which provides Stevenage BC’s legal service. It is the Legal Team’s view that the revised Agreement meets the needs of the Partnership while incorporating new and amended duties relating to data protection which came into effect since the drafting of the previous Agreement.

### **Risk Implications**

- 5.3 The Officer CCTV Management Board maintains oversight of risks associated with the operation of the Partnership Agreement and the Partnership more generally. No specific risks have been identified that arise from the recommendations in this report.

### **Staffing Implications**

- 5.4 There are no HR implications for any Partner authority arising as a result of this report.

### **Service Delivery Implications**

- 5.5 The revised Partnership Agreement will put the relationship between the four Partner authorities onto a more robust footing, incorporating the issues for improvement identified by SIAS. This will underpin improved service delivery.

### **Community Safety Implications**

- 5.6 CCTV provides a key community safety function across the Partnership. Clearer and



more robust arrangements between the Partners will further enhance the community safety benefits afforded by the CCTV Service.

Background Documents

None

## **APPENDICES**

- A Draft Revised Hertfordshire CCTV Partnership Agreement
- B Current Hertfordshire CCTV Partnership Agreement
- C Progress on SIAS recommendations at September 2019

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**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, Hertsmeire, 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"><li>a) any sums payable in accordance with clause 10 in respect of the last complete Financial Year;</li><li>b) any surplus or deficit shown in the most recent Statement of Account approved by the Officer CCTV Management Board ;</li><li>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 ;</li></ul>
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 Mangement Board by the 31<sup>st</sup> 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***

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## **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.

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## **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.

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**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

∴

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

Chairman

Duly Authorised Officer

The Schedule

**Appendix C: Progress on SIAS recommendations at September 2019**

	<b>SIAS's recommendation</b>	<b>Priority</b>	<b>Management action</b>	<b>Target completion date</b>	<b>Update at September 2019</b>
1.	We recommend that the governance framework for the overall CCTV Partnership is reviewed and confirmed as being fit for purpose, or changed as necessary, and is clearly understood by all parties, including the respective roles and responsibilities of the relevant Members and Officers.	High	<p><b>Responsibility:</b> CCTV Joint Executive and Company Board of Directors.</p> <p><b>Actions:</b> We will draft a governance framework for the overall CCTV arrangements to include:</p> <ul style="list-style-type: none"> <li>• Governance for Hertfordshire CCTV Partnership</li> <li>• Governance for Hertfordshire CCTV Partnership Ltd.</li> <li>• Governance lines between the Partnership and the Company</li> <li>• Member roles and</li> </ul>	<p>1<sup>st</sup> Dec 2018</p> <p>REVISED to 31<sup>st</sup> May 2019 at CCTV Joint Exec meeting on 22<sup>nd</sup> January 2019</p>	COMPLETE – approved by the Joint CCTV Executive Committee at its meeting on 5 <sup>th</sup> June 2019

			<p>responsibilities</p> <ul style="list-style-type: none"> <li>• Officer roles and responsibilities</li> </ul> <p>These will be consulted on and agreed by the CCTV Joint Executive and the Company Board of Directors.</p>		
2.	<p>We recommend that an appropriate new Partnership Agreement between the current four CCTV Partner Authorities is drawn up and executed. It should clearly include the specific roles and responsibilities of the Partner Authorities. It should also clearly state the relationship the Partner Authorities have with Hertfordshire CCTV Partnership Ltd. and the function of that company in respect of the overall CCTV Partnership.</p>	High	<p><b>Responsibility:</b> CCTV Officer Management Board.</p> <p><b>Actions:</b> We will prepare an updated CCTV Partnership Agreement drafted through the CCTV Officer Management Board to be signed by all four Partner Authorities.</p>	<p>31<sup>st</sup> March 2019</p> <p>Amended to 30<sup>th</sup> September 2019 or the date of the next Joint CCTV Exec Meeting, whichever is the sooner</p>	<p>REVIEWED – pending member approval</p> <p>The Officer CCTV Management Board, having taken expert legal advice, has revised the Partnership Agreement. The revised Agreement is to be put to the Joint CCTV Executive Committee for approval at its meeting on 25<sup>th</sup> September 2019</p>
3.	<p>We recommend that the current Shareholders' Agreement for the</p>	High	<p><b>Responsibility:</b> Company Board of</p>	<p>31<sup>st</sup> March 2019</p>	<p>COMPLETE – approved by the Joint CCTV Executive Committee at its meeting on 5<sup>th</sup> June 2019</p>

	Company is reviewed to ascertain if it remains fit for purpose and, if so, that the terms are fully complied with.		<p>Directors.</p> <p><b>Actions:</b></p> <p>The Company Directors' will consider this recommendation through their Shareholder Representatives in light of future considerations relating to the future of Hertfordshire CCTV Partnership Ltd.</p>		
4.	We recommend that appropriate revised / new Terms of Reference for the CCTV Joint Executive and the CCTV Officer Management Board are drawn up and formally agreed.	High	<p><b>Responsibility:</b></p> <p>CCTV Joint Executive and CCTV Officer Management Board.</p> <p><b>Actions:</b></p> <p>Terms of Reference will be updated for the CCTV Joint Executive and a Terms of Reference will be created for the CCTV Officer Management Board.</p>	31 <sup>st</sup> March 2019	COMPLETE – approved by the Joint CCTV Executive Committee at its meeting on 5 <sup>th</sup> June 2019
5.	We recommend that, once agreed, the revised/new Terms of Reference for the CCTV	High	<p><b>Responsibility:</b></p> <p>Each of the four Partner Authorities.</p>	31 <sup>st</sup> July 2019	COMPLETE / ON TRACK All partner authorities have committed to update their constitutions at the earliest

	Joint Executive and the CCTV Officer Management Board are revised / added in the Constitutions for each of the four Partner Authorities, together with the updated Member/Officer representation for both groups.		<p><b>Actions:</b></p> <p>New Terms of Reference will be submitted for formal incorporation into constitutional arrangements for the four Partner Authorities.</p>		opportunity
6.	We recommend that a new five year Business Plan for the overall CCTV Partnership is drawn up and agreed. As a minimum, the plan should be monitored on a monthly basis in terms of achievements against projections and it should be the subject of a full review and refresh annually to cover the next five years ahead on a rolling basis. Besides financial projections, it should include non-financial aims and targets that should be monitored, reviewed and refreshed on the same basis.	High	<p><b>Responsibility:</b></p> <p>CCTV Joint Executive and Company Board of Directors.</p> <p><b>Actions:</b></p> <p>We will develop a new five year rolling Business Plan (with monthly monitoring and full annual reviews) for the overall Hertfordshire CCTV Partnership based on decisions about the future direction of Hertfordshire CCTV Partnership Ltd.</p>	31 <sup>st</sup> March 2019	<p>COMPLETE</p> <p>As previously reported to the Joint CCTV Executive Committee, the Officer CCTV Management Board has addressed this as follows:</p> <ul style="list-style-type: none"> <li>• Stevenage BC has allocated a new accountant to support the CCTV Partnership:</li> <li>• a recharge schedule has been produced and agreed by the CCTV Officer Management Board</li> <li>• in-year budget forecasts for the CCTV budget are now being produced by Stevenage BC and shared with the partnership authorities</li> <li>• the ownership and status of each camera has been established to inform budget-setting for 2019/20</li> </ul>

					<p>and the legal review</p> <ul style="list-style-type: none"> <li>• following future member decisions on the company and status of various cameras, the CCTV Officer Management Board will ensure that from 2019/20 onwards, detailed annual budgets will be drawn up within the context of an overall direction-of-travel for the CCTV Partnership for the coming five years</li> </ul>
7.	<p>We recommend that the role and responsibilities of the SBC Group Accountant in respect of the overall CCTV Partnership are reviewed, evaluated and formerly confirmed. Consideration should be given to increased use of the external Accountants with regard to the accounting requirements of Hertfordshire CCTV Partnership Ltd.</p>	High	<p><b>Responsibility:</b> CCTV Officer Management Board, Company Board of Directors and SBC Assistant Director, Finance &amp; Estates.</p> <p><b>Actions:</b> The role of the SBC Group Accountant in relation to the overall Partnership will be clarified in the revised Partnership Agreement. The Company Directors will consider the accountancy needs of the Company and</p>	31 <sup>st</sup> March 2019	<p>COMPLETE</p> <p>The role of the Stevenage BC Group Accountant has been drawn by Stevenage BC and has been agreed by the CCTV Officer Management Board.</p> <p>The company agreed at its Board meeting in November 2018 to source its accountancy needs separately</p>

			source appropriately.		
8.	We recommend that all reporting arrangements for the Partner Authorities are formally reassessed, agreed and documented to ensure there is complete clarity and transparency of expectations and understanding across all interested parties regarding the need, responsibility, frequency, timing, content, format and distribution of each report required.	High	<p><b>Responsibility:</b> CCTV Joint Executive, CCTV Officer Management Board and Company Board of Directors as appropriate.</p> <p><b>Actions:</b> Authority reporting arrangements to be included as part of a revised Partnership Agreement, Shareholder Agreement and Terms of Reference as necessary.</p>	31 <sup>st</sup> March 2019	<p>REVIEWED – pending member approval</p> <p>This will form part of the revised Partnership Agreement – see action (2) above</p>
9.	We recommend that there is a review of how charges are being calculated and billed to the Partner Authorities, clarification of who is responsible for this and agreement of the timing.	HIGH	<p><b>Responsibility:</b> SBC Assistant Director, Finance &amp; Estates.</p> <p><b>Actions:</b> A schedule of charges to be prepared for the Partnership. The schedule will identify recharges applied to</p>	1 <sup>st</sup> December 2018	<p>COMPLETE</p> <p>A recharge schedule has been produced for consideration by the partner authorities.</p> <p>Quarterly in-year budget forecasts for the CCTV budget are now being produced by Stevenage BC and shared with the partnership authorities</p>



			<p>the Partnership, including; staffing, overheads, IT, etc.</p> <p>The schedule will also include recharges applied to Hertfordshire CCTV Partnership Ltd.</p> <p>A quarterly finance report to be prepared for the CCTV Officer Management Board, to include year-end financial projections for the Partnership.</p>		
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**Meeting** CCTV Joint Executive  
**Portfolio Area** Communities and Community Safety  
**Date** 25th September 2019



## CCTV GOVERNANCE REVIEW

**Author** Rob Gregory – Assistant Director – Communities & Neighbourhoods – Stevenage Borough Council

### 1 PURPOSE

- 1.1 To provide the CCTV Joint Executive Committee with an update on the concluding activities of the CCTV Governance Review.

### 2 RECOMMENDATIONS

- 2.1 That the Joint Executive notes the progress of the CCTV Officer Management board in concluding the CCTV Governance Review.

### 3 BACKGROUND

- 3.1 The CCTV Joint Executive Committee requested that a Governance Review be undertaken of joint CCTV arrangements in April 2018. This was initiated with a SIAS audit. The SIAS recommendations have since been completed and in addition the Joint Executive Committee has approved the re-

distribution of partner owned cameras from the company to the partnership to improve both the financial efficiency of partnership arrangements and to improve governance and oversight of the CCTV network.

- 3.2 Since the last Joint Executive meeting in June Officer Management Board has met to receive further analysis of camera recharges and a proposed recharging relationship between the partnership and company to reflect the changes in distribution of cameras. The principles of the partnership recharges have been outlined in the draft partnership agreement contained in the SIAS report as part of this meeting's agenda. A recharging formula for the company is now being prepared for future consideration by the Officer Management Board.
- 3.3 As a consequence of the decision by the Joint Executive to redistribute the partnership cameras Hertfordshire CCTV Ltd has had to review its business plan and growth opportunities. This plan will be presented by the Directors at a meeting with shareholders representatives being scheduled for the autumn. It is the intention of the Directors to share that plan as a presentation at the next CCTV Joint Executive for information and to increase awareness of the future plans for the company.

#### **4 REASONS FOR RECOMMENDED COURSE OF ACTION AND OTHER OPTIONS**

- 4.1 The Governance Review was initiated to ensure improved oversight and scrutiny of CCTV arrangements across the partnership. There had not been a review of arrangements since the partnership had expanded and the Herts CCTV Ltd created as a company. The SIAS recommendations have now been completed with additional governance measures around the relationship between the partnership and company having also been implemented. This has been an 18 month process with an increased frequency of meetings to ensure recommendations have been progressed in a timely way. It is proposed that this review will now be concluded subject to the final drafting of the partnership agreement.
- 4.2 Members may wish to launch further lines of enquiry as part of this review, however given the scope of the review undertaken to date this is not being recommended.

#### **5 IMPLICATIONS**

##### **Financial Implications**

- 5.1 There are no financial implications contained within this report.

### **Legal Implications**

- 5.2 Legal advice has been provided throughout the undertaking of the Governance Review. There are no implications presented through the recommendations in this report.

### **Risk Implications**

- 5.3 The undertaking of the Governance Review has sought to reduce governance risks for partner councils around the arrangements for the provision of public realm CCTV. It is deemed that these risks have now been adequately mitigated through the completion of recommended actions.

### **Community Safety Implications**

- 5.4 The provision of CCTV across the partnership relates to public protection and community safety. Improved governance arrangements noted in this report strengthen the position of the partnership in effectively tackling crime, disorder and anti-social behaviour across communities.

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