

Report of:	Meeting	Date	Item No.
Councillor Roger Berry, Neighbourhood Service Portfolio Holder and Michael Ryan Corporate Director of People & Places	Cabinet	3 December 2014	9

<b>Monitored CCTV arrangements in Wyre and Fylde</b>
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## 1. Purpose of Report

- 1.1 To seek approval for the proposed collaboration between Fylde and Wyre Councils, in relation to the monitoring of Closed Circuit Television Cameras (CCTV) from the Council's control room at the Civic Centre.

## 2. Outcomes

- 2.1 Increase in income generation to support the Council's budget.
- 2.2 Continued improvement of service provision.

## 3. Recommendation

- 3.1 That Cabinet approve the proposed agreement with Fylde, namely the provision of a CCTV monitoring service for a 5 year period commencing 1 December 2014 generating income of £15,000pa (plus annual RPI uplift).

## 4. Background

- 4.1 Following a review of CCTV monitoring arrangements at Fylde Council, an approach was made to request whether Wyre Council could monitor Fylde Council cameras from the Wyre Council CCTV Civic Centre Control Room.

## 5. Key Issues and Proposals

- 5.1 Subsequent officer meetings have resulted in the draft Service Level Agreement at Appendix 1 being prepared.
- 5.2 The Council will receive an annual payment of £15,000 from Fylde for a 5 year period which will be used to invest in future CCTV provision, helping

to safeguard the service.

- 5.3** It is proposed that the first annual payment be used to adapt the Wyre Council CCTV control room to enable monitoring of Fylde Council cameras to be undertaken.

<b>FINANCIAL AND LEGAL IMPLICATIONS</b>	
Finance	The provision of a monitoring service will generate income of £15,000 per annum (plus annual RPI uplift) for Wyre which will be used to invest in future CCTV provision for the Wyre area.
Legal	The Local Authorities (Goods and Services) Act 1970 permits local authorities to provide administrative, professional or technical services to other public bodies The Agreement outlined in Appendix 1 provides a legal framework for the running of the joint CCTV service monitoring service.

### **OTHER RISKS/IMPLICATIONS: CHECKLIST**

If there are significant implications arising from this report on any issues marked with a ✓ below, the report author will have consulted with the appropriate specialist officers on those implications and addressed them in the body of the report. There are no significant implications arising directly from this report, for those issues marked with a x.

<b>Implications</b>	<b>✓ / x</b>
Community Safety	✓
Equality and Diversity	x
Sustainability	x
Health and Safety	x

<b>Risks/Implications</b>	<b>✓ / x</b>
Asset Management	✓
Climate Change	x
Data Protection	✓

<b>Report Author</b>	<b>Telephone No.</b>	<b>Email</b>	<b>Date</b>
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<b>List of Background Papers:</b>		
<b>Name of Document</b>	<b>Date</b>	<b>Where available for inspection</b>

### **LIST OF APPENDICES**

Appendix 1 – Draft Service Level Agreement – Fylde & Wyre Council CCTV Collaboration.

**DRAFT SERVICE LEVEL AGREEMENT dated \_\_\_\_\_ day of \_\_\_\_\_ 2014****between:**

- (1) FYLDE BOROUGH COUNCIL of Town Hall, Lytham St Annes, Lancashire FY8 1LW (“FBC”); and
- (2) WYRE BOROUGH COUNCIL of Civic Centre, Breck Road, Poulton le Fylde, Lancashire FY6 7PU (“WBC”)

**Conditions of Agreement****1. Aims**

For WBC to provide a comprehensive CCTV Town centre monitoring service to FBC at an agreed cost as set out in clause 6 ‘Charges for Services’ and level of service as set out in the Specification of Work at clause 7 ‘Specification of Works’ (“the Services”).

**2. Objectives**

This Agreement is designed to meet the objectives of both FBC and WBC in the delivery of the Services, the key requirements being:

- Efficient and effective services;
- Effective Quality Control mechanisms;
- Ensuring a high level of customer care.

FBC wishes to engage WBC in the provision of the Services in accordance with the terms of this Agreement and WBC shall provide the Services to FBC on the conditions set out in this Agreement.

**3. Duration of agreement**

Provision of the Services shall commence on [1<sup>st</sup> December 2014] and end on 30 November 2019 subject to any national/regional review of CCTV provision and to any determination provisions hereinafter contained. The Services shall be reviewed annually to check that both parties are satisfied with the arrangements. Each organisation will have the opportunity to amend the agreement in the manner provided for in clause 4.

**4 Variations**

4.1 Either FBC or WBC may propose a variation to this Agreement, in writing to the other, and the other shall confirm in writing to the party who proposed the variation, whether it agrees or does not agree to the variation as soon as practicable and in any event within 30 calendar days and whose agreement shall not be unreasonably withheld.

4.2 Immediately upon agreement by the other in accordance with clause 4.1 above, the FBC and WBC’s nominated signatories shall sign a variation whereupon the parties shall be bound by those terms.

**5. Legal Status**

WBC & FBC will work together to deliver this project however neither party shall act as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party or shall be deemed to constitute a partnership under the Partnership Act 1890

or the Limited Partnerships Act 1907, joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the FBC and WBC.

This Agreement shall be governed and construed in accordance with English law and, subject to the dispute resolution procedure set out in clause 10, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

## **6. Charges for Services**

6.1 FBC financial support for the provision of the Services has been agreed at an annual sum of £15000 ("the Annual Payment"), to increase with inflation on an annual basis throughout the duration of this Agreement by multiplying the Annual Payment by the change in the All Items index value of the RPI for September in each year of this Agreement.

6.2 The Service shall be delivered on a not-for profit basis and without the involvement of a private sector provider

6.3 The Annual Payment is based on estimated activity costings and is subject to joint review between the parties annually to reflect the cost of the Service, PROVIDED that if upon review the cost is in excess of the Annual Payment (and any inflation) FBC and WBC shall be at liberty to terminate this Agreement by giving the other one month's written notice.

6.4 Within 14 days of receipt of a valid invoice FBC shall:  
pay the Annual Payment on the Commencement Date and each anniversary thereof; and pay any increase in the Annual Payment calculated in accordance with any review of it referred to in clause 6.3 of this Agreement.

## **7. Specification of Works ("the Services")**

### **7.1 Wyre & Fylde CCTV Control Centre.**

- WBC will provide and manage a volunteer based CCTV control centre for the town centres of Wyre and Fylde.
- WBC will organise viewings, downloads and will maintain appropriate records for the control centre in accordance with the Code of Practice for CCTV operation annexed hereto ('the Code')
- WBC will manage the volunteer base.
- WBC will ensure that the control centre is operated in accordance with the Code of Practice for CCTV operation.
- WBC will maintain the control room equipment.
- WBC will provide downloads of CCTV images to FBC in relation to Freedom of Information, RIPA Authorisations and third party requests from the public and commercial premises relating to requests relating to Fylde in accordance with the Code and the terms of this Agreement.
- WBC will discharge its obligations under this Agreement with all due skill care and diligence including but not limited to good industry practice.

## 7.2 FBC Responsibility

- FBC will be responsible for the inspection and maintenance in good working order, of all its cameras and connections to the Wyre Control Centre, in the Fylde area.
- FBC will be responsible for assessing all Fylde camera locations in the Fylde area in accordance with the Code.
- FBC will be responsible for the provision & maintenance of signage at camera locations within Fylde.
- FBC will produce and comply with a Code of Practice for the use of Fylde CCTV cameras and will carry out a FBC annual report in partnership with WBC.
- FBC will use reasonable endeavours to encourage community involvement in CCTV awareness in a manner to be agreed with WBC whose consent shall not be unreasonably withheld.
- Freedom of Information requests, RIPA Authorisations and third party enquiries for locations in Fylde will be dealt with by FBC.
- FBC will be responsible for the security of the data passed to them and the secure disposal of this data.
- FBC will provide a named officer to work in partnership in the operation of the CCTV partnership project.

## **8. Confidentiality**

Neither party shall disclose to any other party any information in connection with the provision of the Services or any information contained in this Agreement other than in compliance with the provisions of the Data Protection Act 1998, and the Freedom of Information Act 2000, as amended from time to time.

## 9. **Bribery**

9.1 WBC and FBC shall:

- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- (b) Have and maintain throughout the term of this Agreement its own policies and procedures, including but not limited to the Bribery Act 2010 to ensure compliance with the Bribery Act 2010 and will enforce them where appropriate;
- (c) Report to each other any request or demand for any undue financial or other advantage in connection with the provision of the Services;

9.2 Breach of this clause shall be deemed to be a material breach which shall entitle FBC or WBC to terminate this Agreement without further notice.

## 9. **Qualifications**

WBC will ensure that all volunteers and staff carrying out the Services for FBC shall be qualified in accordance with the Code, and experienced to do so.

## **10. Dispute Resolution**

In the case of any dispute arising from this Agreement, the parties shall:

10.1 in the first instance attempt to reach a resolution to the problem informally; if after 21 days a satisfactory resolution has not been reached, then:

10.2 the problem shall be referred by either party to a Senior Officer, who shall attempt to reach a resolution with an officer of equal seniority; if after [10 days] a satisfactory resolution has not been reached, then:

10.3 The matter shall then be immediately referred to the Chief Executive of each party for final determination.

## **11. Statutory requirements**

Both parties shall comply with all statutory requirements relating to the provision of the Services, in particularly the Health and Safety at Work etc. Act 1974.

## **12. Assignment and subcontracting**

WBC shall not transfer or assign this Agreement and shall not subcontract the provision of the Services -.

## **13. Termination**

13.1 FBC may terminate the Agreement or terminate the provision of any part of the Agreement by written notice to WBC with immediate effect if WBC is in material breach of this Agreement and if:

- (a) WBC has not remedied the breach to the satisfaction of the Authority and the dispute procedure in clause 10 has been exhausted and not provided a satisfactory resolution, or
- (b) The breach is not in the reasonable opinion of FBC capable of remedy

13.2 WBC may terminate the Agreement if FBC is in material breach of its obligations under the Agreement

13.3 Either party may terminate this Agreement by giving 6 months' notice to each other within 6 months of a Government decision being made, if its effect is or would be to discontinue either party's existence as presently constituted or effect a structural change to its area or functions.

13.4 FBC & Wyre may terminate this Agreement for any reason by giving 6 months' written notice to the other party..

13.5 In this clause, Government decision means an Act of Parliament, Statutory Instrument, Ministerial Order or any other such document capable of legally affecting any of the matters set out in Clause 13.3 above

13.6 Either party may terminate this Agreement in the event of a significant and major change in the law resulting in significant effects to the carrying out of the Services including national or regional re-organisation of CCTV provision.

13.7 Consequences of Termination

13.7.1 Termination or expiry of the Agreement shall be without prejudice to any rights and remedies of the FBC and WBC accrued before such termination or expiration and nothing in the Agreement shall prejudice the right of either party to recover any amount outstanding at such termination or expiry.

## **14. Data Protection and Freedom of Information**

14.1 Each party shall comply with the requirements of the Data Protection Act 1998 which arise in connection with this Agreement.

14.2 Each party in relation to personal data supplied by it to the other will be the Data Controller and the other will be the Data Processor within the meaning of the Data Protection Act 1998. A party

will not process personal data except as necessary for performance of the Services, nor transfer it to any country or territory outside the European Economic Area.

14.3 Each party acknowledges that the other is subject to the requirements of the Freedom of Information Act 2000 (“the FOIA”) and the Environmental Information Regulations 2004 (“the EIR”) and shall assist and co-operate with each other to enable them to comply with their disclosure requirements. From time to time either party may receive requests for information relating to this Agreement and the Services. In such an event, the other party will do all things reasonably necessary to assist the party, who received the request, in meeting the requirements of the FOIA and the EIR within the timescales set out in them.

14.4 Either party shall be responsible for determining at its absolute discretion whether any information:

14.4.1 is exempt from disclosure in accordance with the provisions of FOIA or the EIR;

14.4.2 is to be disclosed in response to a request for information.

14.5 In no event shall one party respond directly to a request for information on behalf of the other party unless expressly authorised to do so by the other Party.

14.6 Both parties acknowledge that the other party may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice (“the Code”) on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of FOIA, November 2004), be obliged under FOIA or the EIR to disclose Information:

14.6.1 without consulting with the other party, or

14.6.2 following consultation with the other party and having taken its views into account.

provided always that where clause 14.6.2 applies the one party shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the other party advanced notice, or failing that, to draw the disclosure to the other party's attention after any such disclosure.

14.8 Both parties shall ensure that all information produced in the course of the agreement or relating to the agreement is retained for disclosure and shall permit the relevant party to inspect such records as requested from time to time.

14.9 The parties acknowledges that any lists or schedules provided by them outlining any confidential information are of indicative value only and either party may nevertheless be obliged to disclose confidential information in accordance with clause 14.

## **15 Notices**

15.1 All notices to be given under this Agreement shall be in writing and shall either be delivered personally or sent by first class post and shall be deemed duly served:

15.1.1 in the case of a notice delivered personally, at the time of delivery;

15.1.2 in the case of a notice sent inland by first class prepaid post, 2 clear business days after the date of dispatch.

Each notice shall be addressed to the address of the party concerned set out in this Agreement or to such other address as that party shall have previously notified to the sender.

## **16. Rights of Third Parties**

16.1 A person, who is not a Party to this Agreement, has no right to enforce any term of this Agreement.

## **17. Severability**

17.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid provision eliminated.

**18. Indemnity and Insurance**

18.1 WBC shall indemnify and keep indemnified FBC fully against all claims proceedings actions damages legal costs expenses and any other liabilities whatsoever arising out of in respect of or in connection with the Agreement including in respect of any death or personal injury loss of or damage to property financial loss arising from any advice given or omitted to be given by WBC or any other loss which is caused directly or indirectly by any act or omission of WBC. This clause shall not apply to the extent that WBC is able to demonstrate that such death or personal injury or loss or damage was not caused or contributed to by its negligence or default or the negligence or default of its staff or sub-contractors or by any circumstances within its or their control

18.2 WBC shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by WBC arising out of the WBC's performance of the Agreement including death or personal injury loss of or damage to property or any other loss Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by WBC

18.3 WBC shall hold employer's liability insurance in respect of staff in accordance with any legal requirements for the time being in force

18.4 WBC shall produce to FBC on request copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place together with receipts or other evidence of payment of the latest premiums due under those policies

Signed on behalf of Wyre Borough Council

..... Designation .....

Date.....

Signed on behalf of Fylde Borough Council

..... Designation .....

Date.....