

**SERVICE LEVEL AGREEMENT**

**CCTV CRIME SURVEILLANCE 5 TOWNS EAST LINDSEY**

**DRAFT ONLY**

1.0 Parties to the Agreement

1.1 EAST LINDSEY DISTRICT COUNCIL (Chief Executive)

1.2 LINCOLNSHIRE POLICE EAST AREA (Divisional Commander)

2.0 Purpose of the Agreement

2.1 To establish the parameters for a Service Level Agreement between the above parties for the purpose of providing CCTV crime surveillance equipment and monitoring Control Room to the following areas in East Lindsey, Skegness, Mablethorpe/Sutton On Sea, Alford, Louth & Horncastle, (to be described as 5 Towns) not precluding possible future additions.

3.0 Service Level Agreement - Term

3.1 This SLA is for a five-year term with an option to extend it for further five-year periods with a review of all procedures and agreements in three years.

subject to agreement by both parties identified in Clause 1 above.

Commencement date: 24<sup>th</sup> March 2006  
Review date: 24<sup>th</sup> march 2009  
Termination date: ..... 2011

3.2 Either party is required to give 6 months notice in writing of the wish to terminate the agreement and the **xxxxx TBA xxxxx** shall pay any costs incurred in respect of disconnection of equipment from the control room.

4.0 Service Specification

4.1 Contracted Works

To provide a CCTV crime surveillance system in Skegness for the 5 Towns and to provide monitoring in accordance with the established CCTV Code of Practice and other operational instructions as detailed in this SLA. The Control Room to be situated in Skegness Police Station as shown on the plan in "Appendix A". Lincolnshire Police will supply the Heating/Lighting/Electric and Telephone services into the Control Room. Both parties hereto agree to abide by these documents.

4.2 Administration and Technical Support

The CCTV Manager and maintenance contractor will provide the administrative and technical support necessary to operate the CCTV crime surveillance system at the 5 Towns. The CCTV system itself will remain in the ownership of the relevant funding bodies.

The Maintenance contractor will be employed by the relevant Town councils in conjunction with ELDC. No detriment should be caused to one Town council by the procedures or decisions of another.

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This support will include:

- (a) Monitoring of agreed performance indicators
- (b) Processing of all invoices relating to the operation of a CCTV system
- (c) Arranging the repair/replacement of CCTV equipment, as it becomes faulty, in accordance with the Corporate CCTV Repair and Maintenance Contract
- (d) Performance testing of the system on a monthly basis to ensure it remains at optimum performance levels
- (e) Arranging regular inspections by Lay Visitors to ensure CCTV is operated in accordance with the corporate Code of Practice and that the civil liberties of the residents in and around the 5 Towns are not infringed.
- (f) Investigation and response to all complaints from residents and other members of the public concerning the operation of the CCTV cameras.
- (g) Liaison with operational partners including the Police on a regular basis to ensure the system is utilised to its maximum potential but still remains within the operational parameters.
- (h) Making arrangements to register the system under the Data Protection Act 1998 and to assess the schemes impact on the Human Rights Act and other legislation as it is introduced.
- (I) Undertaking management checks and audits as necessary to ensure the system is operated professionally and competently.
- U) Arranging operator training as required to ensure the scheme fulfils its full potential.
- (k) Arranging insurance of the system against vandalism, damage and loss.

### 4.3 Operational Parameters

1. The system will be used in accordance with the following objectives:
  - (a) To detect, prevent or reduce the incidence of property crime and offences against the person.
  - (b) To reduce theft of vehicles and theft from vehicles, both on street and in car parks.
  - (c) To improve general security, both in terms of personal security and security of buildings and premises. To make the 5 Towns a safer area in which to live.
  - (d) To improve communication and the operational response of Police and partners.
  - (e) To reduce the level and fear of crime, vandalism and public disorder in the area.

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- (f) To prevent and respond effectively to all harassment.
  - (g) Reduce graffiti, vandalism and other criminal damage within the surveillance area to improve the environment and reduce maintenance costs.
  - (h) To prevent/detect traveling criminals in the East Lindsey area via the use of ANPR
2. It is important to emphasise that the CCTV system is not a “spy” system. It is intended to detect crime and the criminals involved and lead to successful prosecution. There will be no interest shown in, or deliberate monitoring of, people carrying out their legitimate business.

The system will not be used for the investigation of specific matters by the Local Authority such as housing and benefit fraud.

### 4.4 System Operation

The following services will be provided via the CCTV control room, whose manager is responsible for making arrangements:

- (a) To record images from all cameras in the area 24 hours per day throughout the year and manage the supporting disc storage system.
- (b) To staff the control room 24 hours per day throughout the year with competent trained CCTV operators.
- (c) To respond immediately to criminal incidents in the 5 Towns area as referred to the control room from other agencies/partners at any time of the day or night.
- (d) To monitor proactively the 5 Towns area to identify criminal behaviour at particularly vulnerable times of the day and night.
- (e) To record all observed incidents of criminal activity and refer such activity to the appropriate agency for a response.
- (f) To liaise with management, officers and other partners responsible for the area and provide help and support as required.
- (g) To provide recorded material of acceptable evidential standards to the Police for criminal prosecutions. Such evidence will include all necessary paper work, operator logs and witness statements.
- (h) To undertake pre-arranged presentations of the systems effectiveness to community representatives from 5 towns/ELDC once system is fully operational.

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- (I) To protect the privacy of residents in the area through the use of privacy zones and thereby minimise the potential for complaints of intrusion.
- (j) To ensure cameras are “on tour setting” when not being used by an operator. This to ensure dedicated coverage is maintained - only at the request of the Police or other agency will cameras be moved away to monitor an incident and then only for the duration of the incident.

### **5.0 Increase/Decrease in Service**

- 5.1 If there are increases or decreases to either the level of service or the areas covered necessary, then these changes shall be negotiated and accommodated at the earliest opportunity.

### **6.0 Service Providers Additional Responsibilities**

- 6.1 To provide a clear response to all complaints/enquiries within 10 working days.
- 6.2 To advise the Director of Housing and Environmental Health of foreseen difficulties in service delivery.
- 6.3 To routinely liaise with the service recipient to assess the financial and operational position of the service.
- 6.4 To identify areas where increased routine and pro-active monitoring is considered necessary to ensure criminal activity is kept to a minimum.
- 6.5 To provide the name and contact number of the officer responsible for the operation of the CCTV control room located at Skegness Police Station.
- 6.6 Technical advice on CCTV installation and operation will be supplied verbally on request. However, written technical correspondence, in-depth feasibility studies, and future CCTV funding applications relating to areas other than the 5 Towns will be considered by the Management Group
- 6.7 To advise the service recipient of programmed dates for routine liaison meetings and make a CCTV officer available to attend.
- 6.8 Make provision for an appropriate officer from Police to attend site meetings when requested by the service recipient.

### **7.0 Additional Service Recipients Responsibilities**

- 7.1 To provide the name and contact number of the Police Officer responsible for operational security at Skegness Police Station.
- 7.2 To make provision for this nominated Officer to attend regular meetings with the Service Provider.
- 7.3 To make provision for a Police Officer to attend site meetings when requested by the Service Provider.
- 7.4 The Service Recipient will undertake to assist with complaints concerning the operation of CCTV and will forward all such complaints to the Service Provider who will undertake to investigate them.
- 7.5 Any Insurance for Buildings/fixtures/fittings will be covered by Lincolnshire Police, but no responsibility will be taken for equipment owned by E.L.D.C or the relevant Town Bodies.
- 7.6 If live ANPR is to be used a Police Officer should be present to deal with relevant generated work.

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### 8.0 Performance Measures

8.1 Reduced fear of crime for women/vulnerable and the elderly in area.

8.2 As the dynamics of crime are difficult to anticipate or predict other performance measures are initially planned. These are as follows:

- (a) No. of discs supplied to the Police for evidence
- (b) No. of system reviews undertaken to identify incidents
- (c) No. of photo identification prints supplied to the Police
- (d) No. of referrals made to Police
- (e) No. of referrals responded to from the Police
- (f) No. of referrals made to other agencies including on site caretakers
- (g) No. of referrals responded to from other agencies including on site caretakers
- (h) No. of equipment faults repaired
- (i) No. of arrests where CCTV provided assistance

8.3 As the CCTV system develops and operational partnerships are consolidated, it is envisaged that further performance measures will be developed and adopted during the period of this Service Level Agreement.

8.4 In the event of instances of poor performance, such cases should be taken up initially with the CCTV Manager to enable corrective action. In the event of a dispute over performance being unresolved the matter should be referred to the Committee and the Council for action. Where performance still remains unresolved by the parties then the issue should be submitted for arbitration to the Chief Executive.

### 9.0 Payment Arrangements

9.1 Payment will be as a peppercorn rent in advance in April each year in accordance with this SLA. This annual payment will be reviewed each 3 years in line with maintenance contracts. Lincolnshire Police will ensure the relevant rooms will be fit for designated use prior to equipment installation in the proposed CCTV Control Room.

### 10.0 Liability

10.1.1 Save for liability for death or personal injury arising from their negligence, the Service Provider will not be liable to the Service Recipient in respect of any loss or damages incurred by the Service Recipient as a result of a failure by the Service Provider to provide the services.

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10.2 Copyright of all images and discs of all images will remain the property of the Control Room. However, as the nominated responsible officer for the day to day operation of the CCTV system, the CCTV Manager has a legal obligation to ensure compliance with the Data Protection Act 1998 and will make all decisions on the release of information.

If the service recipient is unhappy with any decisions made by the CCTV Manager concerning the release of material, then the dispute will be resolved in accordance with Clause 8.4 above.

### 11.0 Arbitration

11.1 Should the parties be drawn into dispute over any part of this agreement then it shall fall to the Chief Executive and Area Police Commander to determine an outcome.

11.2 Their decision shall be final and binding and shall set precedent.

### Signatories to this Agreement

**Service Recipient Officer**  
Lincolnshire Police East Division

**Service Provider Officer**  
East Lindsey District Council

Date