

HERTFORDSHIRE COUNTY COUNCIL

and

STEVENAGE BOROUGH COUNCIL

for the installation and site management

of CCTV installations onto existing lighting

columns.

This Agreement dated 23 day of June 2020

Between:

- 1) Hertfordshire County Council of County Hall, Pegs Lane, Hertford, SG13 8DE (HCC);
- 2) Stevenage Borough Council of Daneshill House, Danestreet, Stevenage, SG1 1HN (SBC).

together known as the Parties and singularly as a Party.

Whereas:

- (i) The purpose of this Agreement is to reflect the mutual obligations of the Parties when dealing with the installation and site management of CCTV installations onto existing HCC lighting columns.
- (ii) SBC has entered into a partnership agreement with East Hertfordshire District Council, Hertsmere Borough Council and North Hertfordshire District Council known as the Hertfordshire CCTV Partnership (HCCTVP).
- (iii) SBC is the lead authority in the HCCTVP and as such is entering into this agreement on behalf of the other members of HCCTVP.
- (iv) It is agreed by the Parties 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) This Agreement sets out details of how the parties will collaborate under section 1 of the Local Authorities (Goods and Services) Act 1970.

NOW IT IS HEREBY AGREED as follows:

1. Definitions

Agreement	shall mean this agreement between the Parties entered into on the date given above.
Business Day	means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London.
CCTV	means closed circuit television
CCTV Manager	means SBC's authorised officer for this Agreement
Data Protection Legislation	means the EU General Data Protection Regulation EU 2016/679(GDPR), the Data Protection Act 2018 and any subordinate legislation made under such Acts from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
EIR	Environmental Information Regulation 2004.
Exempt Information	means information which is exempt information by virtue of any provision of Part II of FOIA or an exception in Part 3 of the EIR
Equipment	means the CCT equipment of agreed standard as approved by HCC to be provided, installed and maintained by a Partner at no cost to HCC on

	Specified Assets in accordance with the terms of this Agreement
Expiry Date	shall mean the third anniversary of the signing of the Agreement unless it is extended in accordance with clause 3.2, the last date of such extension.
Eurovia Limited	means Eurovia Infrastructure Limited (07388667), registered office address: Albion House, Springfield Road, Horsham, West Sussex, RH12 2RW.
FOIA	shall mean the Freedom of Information Act 2000 as amended.
HCCTVP	means the CCTV Partnership that comprises SBC, East Hertfordshire District Council, Hertsmere Borough Council and North Hertfordshire District Council
Partners	means the authorities that are part of the HCCTVP and "Partner" shall be construed accordingly.
Period of the Agreement	As set out in clause 3.
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.
Ringway	means HCC street lighting contractor referred to in this Agreement as the authorised contractor.
Specified Assets	means the street lighting columns and any other structures and/or property owned or controlled by HCC; (collectively "Specified Assets", and each "Specified Asset").

- 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. Objective

- 2.1 The underlying aim is to create an effective working relationship between HCC and SBC and the HCCTVP to streamline the process with regard to the installation of the Equipment to the Specified Assets, without the need to obtain formal licenses for individual installations.
- 2.2 The installation of the Equipment should help as a deterrent and prevention of crime and anti-social behaviour in a specific area, this assists in the gathering of evidence and/or for the reassurance of residents.

3. Period of the Agreement

- 3.1 This Agreement shall come into force on the date of this Agreement and shall terminate on the Expiry Date unless extended in accordance with clause 3.2 or terminated in accordance with clause 3.4.
- 3.2 The Agreement may be extended for a further period as agreed by the Parties in writing.
- 3.3 In the event that the Period of the Agreement is extended pursuant to Clause 3.2 above, all the other terms of the Agreement shall continue to apply un-amended for the remainder of the Period of the Agreement.
- 3.4 This agreement can be terminated by either Party:
- 3.4.1 in the event that the other Party commits a fundamental breach of this agreement; or
 - 3.4.2 by giving 6 months written notice to the other Party; or
 - 3.4.3 as provided in clause 8.

4. Process

- 4.1 This Clause sets out the process with regard to the installation of the Equipment by a Partner;
- (i) The CCTV Manager receives a request from one of the Partners to install, relocate or remove Equipment.
 - (ii) The CCTV Manager obtains the necessary completed CCTV Request Form from the Partner, as detailed in Schedule 1.

- (iii) The CCTV Manager identifies the proposed Specified Asset(s) with regard to the installation or removal of Equipment.
- (iv) The CCTV Manager shall carry out the necessary checks and inspections, which includes reviewing the information held in Electrical Testing Limited's 'Easyweb' system, to ensure the proposed Specified Asset(s) which will accommodate the Equipment is not identified as structurally unsound.
- (v) The CCTV Manager shall also carry out the relevant checks set out by Ringway as detailed in Schedule 2.
- (vi) The CCTV Manager shall then liaise with Ringway to ensure the Equipment can be installed onto the proposed Specified Assets, to ensure that HCC's Safe and Operational policy is maintained. By this Agreement, HCC agrees to instruct Ringway to provide the CCTV Manager with the necessary information within 48 hours of the request, and in respect of other obligations on Ringway as referred to in this Agreement.
- (vii) The relevant local authority in the HCCTVP shall be responsible for ensuring that appropriate public consultation is carried out with regard to local residents and people that may potentially be affected by the Equipment removal or installation and this shall be done in a timely manner and evidenced to the CCTV Manager.
- (viii) The Equipment shall then be installed or relocated at the locations finally agreed with Ringway.
- (ix) The CCTV Manager shall employ Eurovia Limited to carry out all installation, relocation and removal works.
- (x) The CCTV Manager shall advise Ringway with regard to the installation/relocation and removal of the Equipment.
- (xi) Ringway shall undertake random audits as appropriate to ensure that the Equipment installations satisfy the requirements of HCC's Safe and Operational policy.
- (xii) Ringway shall maintain a record of current Equipment installations on behalf of HCC.
- (xiii) The CCTV Manager shall be responsible for the liaison with the energy provider with regard to the consumption of electricity associated with the Equipment and the Partner responsible for the Equipment.
- (xiv) HCC shall not be responsible for any electricity consumed by the Equipment installations.

5. Equipment to be Installed

- 5.1 Schedule 3 provides examples of typical Equipment to be installed as part of the CCTV installation process. This includes the relevant weights and windages.

6. Agreement

- 6.1 Non-Exclusivity – this Agreement is not exclusive and HCC shall be entitled to enter into arrangements of same or similar nature to this Agreement with any third party. For the avoidance of doubt, SBC or any of the Partners shall not interfere with HCC's right to use or authorise any third parties to use the Specified Assets for any other purpose.
- 6.2 HCC shall subject to the terms of this Agreement:
- a. Grant SBC and the Partners access to the Specified Assets subject to SBC complying with clause 4 above; and
 - b. Permit SBC to carry out the Installations Works and Operation & Maintenance Work (together referred to as "Works") in accordance with the terms of this Agreement.
- 6.3 SBC shall ensure that the Equipment does not interfere with the operation of any equipment or electronic devices that HCC may install or affix to any Specified Assets. SBC shall at the request of HCC take any necessary steps to stop or prevent interference that may arise in relation to any future equipment or operations of HCC.
- 6.4 HCC to instruct Ringway with respect functions to be carried out by Ringways as referred to in clause 4 above.
- 6.5 SBC shall indemnify HCC against any loss, liability or claims arising from any interference or damage caused to the Specified Assets, equipment or operation of HCC or of third parties (acting under contract with HCC or otherwise under HCC's consent or direction), and any fees charged by Ringway for inspection of the Equipment installed and other duties carried out by Ringway as referred to in clause 4.
- 6.6 HCC or any third parties with any rights or interest in the Specified Assets may remove or may require the removal of Equipment by SBC (or its contractors or agents) in the event of the following:
- 6.6.1 expiry or earlier termination of this Agreement or in relation to a Specified Asset or other property upon which the Equipment is installed. On expiry or termination of this Agreement, SBC shall be responsible for removing the Equipment and restoring any property affected by the removal to its original condition;
 - 6.6.2 for purposes of maintenance, repair, replacement, renewal of the Specified Assets or of any other property hosting the Equipment;
 - 6.6.3 for purposes to enable HCC to discharge any lawful functions of HCC pursuant to its statutory functions;
 - 6.6.4 to end or prevent interference with other equipment or buildings;
 - 6.6.5 to enable HCC to comply with its obligations to any third parties including Ringway;
 - 6.6.6 to remove redundant or defective Equipment which is no longer being used;

- 6.6.7 to enable proposed improvement by HCC or any third party of the land upon which the Equipment is located on the Specified Assets or other assets.

The License

- 6.7 HCC hereby grants to SBC and the Partners in the terms set out in this Agreement and subject to the terms of this Agreement a license to affix the Equipment to the Specified Assets or such other property as HCC may agree from time to time.

7. SBC Equipment

- 7.1 SBC shall own and maintain all Equipment at its cost at all times (including but not limited to costs of repair (including repair required as a result of damage caused by an unidentified third party such as damage caused by a vehicle to street lighting), replacement or maintenance) during the Agreement Period.
- 7.2 SBC shall remove at its cost any and all Equipment from the Specified Assets and/or any other property owned by HCC fourteen days prior to the Agreement End Date. SBC shall repair and make good any damage caused or arising from the removal of Equipment from Specified Assets.
- 7.3 SBC agrees to indemnify HCC for any claims, losses, or damages incurred by HCC as a result of SBC's infringement of third party intellectual property rights in fulfilling its obligations under this Agreement.
- 7.4 SBC shall be liable for energy supply and consumption costs in relation to the Equipment and shall indemnify HCC in respect of any demand served upon HCC for such costs.

8. Rights of HCC

- 8.1 HCC reserves the right to terminate SBC's or any of the Partners' right to affix Equipment to any one or more Specified Asset or other property upon which Equipment has been affixed without compensation should HCC consider, in its absolute discretion, that political or other reasons so dictate and/or that significant harm and/or reasonable objections from residents and/or businesses in respect of those Equipment necessitate such course of action to be taken by HCC. HCC shall act reasonably in the exercise of its discretion in accordance with this clause 8.1.

9. SBC'S Warranties, Representations and undertakings

- 9.1 SBC hereby represents and warrants that it has full power to enter into and perform this Agreement and the execution of this Agreement has been validly authorised.

SBC further warrants, represents and undertakes that SBC shall:

- 9.2 provide, install and maintain at its own cost the Equipment, and subject to the terms of this Agreement;

- 9.3 install all Equipment in a good and workmanlike manner and ensure that it is securely and safely fixed;
- 9.4 inspect the Equipment on a monthly basis and maintain the same in a safe condition;
- 9.5 respond within 48 hours to any notification from HCC of maintenance requirements to the Equipment;
- 9.6 not to display promotional communication in print or otherwise on the Equipment at any time during the Agreement Period;

10. HCC'S Warranties, Representations and Undertakings

HCC hereby warrants, represents and undertakes that:

- 10.1 that it is capable of granting the rights specified in this Agreement to SBC and the Partners.
- 10.2 It will use reasonable endeavours to ensure that nothing shall be placed in on near or around the Equipment which may in any way affect the Equipment and/or the Specified Asset.

11. Assignment

SBC shall not assign the benefit and/or burden of this Agreement in whole or in part to any third party without the prior written consent of HCC (such consent not to unreasonably withheld).

12. Liability & Insurance

- 12.1 HCC shall not be liable to SBC or any of the Partners for any loss, damage or liability to any third parties arising at law or to any property of the Partners or injury to any personnel during or in connection with the installation, use and maintenance of the Equipment except to the extent that it was caused by HCC's negligence or willful misconduct or breach of its obligations under this Agreement.
- 12.2 Subject to clauses 12.3 and 12.4, SBC shall indemnify HCC and keep HCC indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the performance or non-performance by SBC of its obligations under this Agreement or the presence of SBC or any of its staff on HCC's premises, 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 SBC, or any other loss which is caused directly or indirectly by any act or omission of SBC.
- 12.3 SBC shall not be responsible for any injury, loss, damage, cost or expenses if and to extent that it is caused by the negligence or willful misconduct of HCC or by breach by HCC of its obligations under this Agreement.
- 12.4 Any party seeking to rely on any indemnity contained in this Agreement shall:

- 12.4.1 promptly notify the other of any claims and proceedings in relation to which it considers the indemnity applies;
 - 12.4.2 take all reasonable steps to mitigate any losses and expenses;
and
 - 12.4.3 not to compromise or settle any such claim without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed) and shall permit the party giving the indemnity (at the cost in all respects of the party giving the indemnity) to take over the control and conduct of any such claim, action or proceeding in the name of the other.
- 12.5 SBC shall effect and maintain throughout the Agreement Period with a reputable insurance company Employer's Liability insurance of not less than £10,000,000 (10 million pounds) in respect of any one claim or series of claims arising out of one incident and also Public Liability insurance to provide an indemnity of not less than £5,000,000 (five million pounds) in respect of any one claim or series of claims arising out of one incident (the Required Insurances).

SBC may fulfil its obligations with respect the Required Insurances through any suitable self-insurance arrangement.

13. Data Protection and Freedom of Information

- 13.1 The Parties acknowledge that there is no requirement for any party to process personal data on the instructions of another Party under this Agreement, and both Parties will duly observe all their obligations under Protection Legislation, which arise in connection with this Agreement.
- 13.2 SBC shall comply with the provisions of Data Protection Legislation in connection with the operation of the Equipment. Subject to the limitation of liability clause in this Agreement, SBC will indemnify HCC against all actions, costs, expenses, claims, proceedings and demands which may be brought against HCC for breach of the Data Protection Legislation which arise from the use, disclosure or transfer of personal data by SBC and its employees, servants and agents.
- 13.3 The Parties 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.
- 13.4 Both Party's shall assist the other Party 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.
- 13.5 Either Party shall be entitled to disclose any information relating to this Agreement 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:
 - 13.5.1 the Party which receives the Request for Information shall circulate the Request for Information and shall discuss it with the other Party;

- 13.5.2 the Party which receives the Request for Information shall in good faith consider any representations raised by the other Party when deciding whether to disclose Exempt Information SAVE THAT the Party 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
- 13.4.3 the Party that receives the Request for Information shall not disclose any Exempt Information beyond the disclosure required by FOIA or EIR without the consent of the other Party to which it relates.
- 13.5 The Parties acknowledge and agree that any decision made by the other Party which receives a Request for Information as to whether to disclose information relating to this Agreement pursuant to FOIA or EIR is solely the decision of that Party
- 13.6 A Party will not be liable to the other 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.

14. Disputes

- 14.1 If either Party considers the other to be in default of its obligations under this Agreement, the aggrieved Party shall notify the other Party in writing of the way in which it considers the other to be in default and what it considers necessary to remedy the fault (Dispute). The other party shall respond within 10 working days of receipt of the Dispute notification. The Parties shall, acting in good faith, use all reasonable endeavours to settle such Dispute. Where the parties are not able to settle any such dispute within a further period of three months the matter shall be referred to mediation in accordance with clause 14.2.
- 14.2 In the absence of agreement under clause 14.1, the Parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by the Parties). Unless otherwise agreed, the Parties shall bear the costs and expenses of the mediation equally.

15. Variations to the Agreement

No variation to the Agreement shall have any effect unless it is made in writing and signed by each Party.

16. Service of Notices

- 16.1 All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if:
- 16.1.1 served personally on the addressee;
- 16.1.2 sent by prepaid first class recorded delivery post to the addressee; or
- or such other address as the Party may from time to time notify to the other Party in accordance with this Clause.

16.2 Any demand or notice served in accordance with:

16.2.1 Clause 16.1.1 shall be deemed to have been served on the date of delivery if it is delivered before 4pm on a Working Day and otherwise on the next Working Day; and

16.2.2 Clause 16.1.2 shall be deemed to have been served two Working Days from the date of posting.

17. Waiver

17.1 The failure of any Party to exercise any right or remedy shall not constitute a waiver of that right or remedy.

17.2 No waiver shall be effective unless it is communicated in writing by the Party giving the waiver.

17.3 A waiver of any right or remedy arising from a breach of the Agreement shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

18. Severance

If any of these Clauses shall become or shall be declared by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way impair or affect any other provisions all of which shall remain in full force and effect.

19. No Agency/Employment/Partnership

19.1 The Parties agree that they shall co-operate in good faith with each other at all times.

19.2 Nothing in this Agreement shall constitute or be deemed to constitute a legal partnership under the Partnership Act 1890 between the Parties or any of them and no Party shall have the authority or power (or represent itself as having such authority or power) to contract in the name of or to undertake any liability or obligation on behalf of or to pledge the credit of any other Party save as set out in this Agreement.

20. The Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement, but this does not affect any rights which are available apart from this Act.

21. Entire Agreement

21.1 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.

22. Governing Law

22.1 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
HERTFORDSHIRE COUNTY COUNCIL
Was hereunto affixed in the presence of: -

Daniel Stevens
Principal Solicitor

.....
~~Chief Legal Officer~~



The Common Seal of
STEVENAGE BOROUGH COUNCIL
Was hereunto affixed in the presence of: -

.....
Authorised Signatory



Schedule 1 – CCTV Request Form

MOBILE CCTV REQUEST GENERAL SURVEILLANCE REQUEST PRO FORMA

This pro forma is used in instances where there is a Mobile deployment request for general surveillance as detailed below:

All requests are covered by The Regulation of Investigatory Powers Act 2000 – Application to use Public CCTV for Directed Surveillance by a statutory prosecuting authority. Application must be made in writing through, either: Police ASBO Officer, Town Clerk ASB Co-Ordinator, or District Officers having the designated authority to submit such a request.

District making application			
Name of authorising officer		Date	
Move camera to – Full address and post code			
Use camera from			
Camera to be positioned looking at. <i>Please note pre-set position(s) for the camera</i>	1. 2. 3. 4.		
Date of consultation letter sent.			
Any concerns raised during consultation and applicable resolution.			
Reason for deployment:	1 2 3 4		
Deployment date		Removal / Review date	

Details of authorising officer			Date
Approved CCTV Manager	Name	Signature	Date
Order ref Admin for CCTV		Order date Admin for CCTV	

This completed form must be handed to the CCTV manager or his designated officer and authorised prior to any commencement of directed surveillance operations involving CCTV. It will be securely retained for inspection and audit by the office of surveillance and the SBC Anti- fraud Manager only.

Schedule 2 — Ringway's Check List

- 1) Check for attachments to the lighting column, signs, brackets, hanging baskets and cameras etc.
- 2) Check to see if the column is leaning, damaged at all from the base to the top of the column, lantern fixed and to the correct orientation.
- 3) Check to see if there is any vegetation that may impede the installation or visibility of the camera.
- 4) Check to see if access can be made at low and high level.
- 5) If the door has a metal strap around this holding it onto the lighting column, it could be that there is an issue inside the lighting -column or that the door cannot be securely fixed and we would need to clarify the situation before you intend to access the column.
- 6) We do not advise the use of aluminium lighting columns to fix your cameras on, this can easily be checked to see if it is aluminium if a magnet will not attract towards the column material.
- 7) If the column is not numbered, check on the Herts reporting website to see if the asset is on the mapping there.
- 8) If the column is leaning or loose, please use the link <https://www.hertfordshire.gov.uk/services/Highways-roads-and-pavements/Report-a-problem/Report-a-street-light-or-pothole.aspx>
- 9) To report the issue, you can also use this link to report other street lighting issues there as we have to use this to report issues ourselves. If the issue has been reported I can check our end and see if things can see when this will be programmed.

Schedule 3 – Example of CCTV Equipment

The Nomad IR HD System

