

LEEDS CITY COUNCIL Service Level Agreement

This Document forms the basis of an Agreement between two Leeds City Council departments as follows:-

Leeds City Council (Environment and Neighbourhoods), Community Safety CCTV referred to as 'Leedswatch', whose office is at South Leeds Family Learning Centre, Acre Road, Middleton Leeds, LS10 4DE.

AND

East North East Area Management

Referred to as the 'Department'.

WHEREAS

- 'Leedswatch' are the owner(s) of the CCTV camera and associated equipment supplied at the following location:
 - Foundry Approach
- The 'Department' wishes to secure the continued provision, monitoring and maintenance of an agreed CCTV system as outlined within this document.

NOW IT IS HEREBY AGREED as follows:

1. Contract Period

The period of this agreement shall commence from the date of this agreement. The agreement is a continued agreement which can be terminated by either party as outlined in clause 12.

2. Payment

The following payments will also be paid in full (Revenue Budget).

- An annual monitoring fee as agreed of £500.
- An annual maintenance fee as agreed of £500.

- An annual fibre provider fee (currently £696) is also paid directly annually to BT by 'the Department'.

Each financial year upon receipt of the full fees in relation for the fibre provider and for the provision of the annual monitoring and maintenance fees to be paid to 'Leedswatch' in April at the commencement of the 'new' financial year will secure the services of 'Leedswatch' as specified in Clause 4 to the 'Department'.

3. Price variation

Leedswatch will on an annual basis review the monitoring and maintenance charges and the Department may increase such costs in line with the Index of Retail Prices (excluding mortgages) contained in the Monthly Digest of Statistics issued by the Central Office of Information, or such other government publication as may supersede the same. The Department is expected to make budget provisions to cover the annual percentage rise in costs.

4. The Services

'Leedswatch' shall monitor the images received from the appropriate camera(s) within the Leedswatch CCTV Control Room. All images received are recorded in 'medium' that has been approved for court purposes.

All CCTV recorded images are retained by Leedswatch for a one month period before being erased. Recorded images seized by the police or other authorised organisation / department for evidential purposes will be retained by that third party in compliance with such organisation / departmental policies.

'Leedswatch' maintain a log of all incidents (including environmental crime) observed by CCTV operators working within the CCTV Control Room.

All CCTV operators are security vetted and are licensed to operate public space surveillance CCTV cameras by the Security Industry Authority (SIA).

CCTV images can be recorded in either 'real time' or 'time lapse'.

No third party access is allowed to visit the CCTV control room for security reasons without permission being authorised via the CCTV Operations Manager, Deputy CCTV Operations Manager or in their absence the CCTV Co-Ordinator.

'Leedswatch' provide facilities for the police via specially trained police personnel to request, view, seize and obtain images of incidents in accordance with the 'Leedswatch' Codes of Practice. West Yorkshire Police working in partnership with 'Leedswatch' provide the services of 'police liaison officer(s)'.

'Leedswatch' working in partnership with the police provide assistance in the provision of evidence for the purpose of securing criminal prosecutions or cautions or any other purpose as defined in the 'Leedswatch' Codes of Practice.

'Leedswatch' also provide facilities for the council via specially trained council personnel to request, view, seize and obtain images of anti-social behaviour or environmental crime incidents in accordance with the 'Leedswatch' Codes of Practice.

'Leedswatch' shall provide only services to the 'Department' as outlined within the 'Leedswatch' Codes of Practice and subject to obligations under the Data Protection Act and as a public authority under the Human Rights Act.

'Leedswatch' personnel under normal circumstances do not review video images on behalf of clients. Any request for 'Leedswatch' personnel to undertake a review of video images on behalf of clients will be subject to an additional charge and is not subject to this agreement.

5. Maintenance

'Leedswatch' shall ensure maintenance of the CCTV camera(s) and associated equipment during the period of this agreement subject to a 'Force Majeure' as specified in Clause 8.

Any acts of vandalism or damage caused to any camera(s) and / or associated equipment not subject to normal wear and tear will not be repaired / replaced under this maintenance agreement. Where any camera(s) or associated equipment is / are found to have been damaged / destroyed in this manner the cost of repair / replacement of such equipment will be at the expense of the 'Department'.

6. DISPUTE RESOLUTION CLAUSE

If a dispute arises between 'Leedswatch' and the 'Department' the matter will be referred to the Chief Officer of Community Safety CCTV known as 'Leedswatch' and the Director of Environment and Neighbourhoods Department' for joint resolution. Their decision shall be final

7. Force Majeure

For the purpose of this agreement the term 'Force Majeure' means any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood, disaster or an industrial dispute affecting a third party

for which a substitute third party is not reasonably available. Any 'Force Majeure' will only be considered to be so if it is not attributable to the wilful act, neglect or failure to take reasonable precautions by the affected party, its agents or employees.

Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever. Whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in its obligations hereunder which is due to 'Force Majeure'. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of the 'Force Majeure'.

If either of the parties become aware of circumstances of 'Force Majeure' which give rise to or which are likely to give rise to any such failure or delay on its part shall forthwith notify the other party and for the period which it is estimated that such failure or delay may continue.

The only events that shall afford relief from liability for failure or delay shall be any event qualifying for 'Force Majeure' hereunder.

8. Amendments to this agreement

This agreement cannot be varied or amended unless such variation or agreement is agreed by both parties by duly authorised representatives. Where it is agreed that there is a requirement for any such amendment a new agreement will be agreed and signed by authorised parties. Until a new agreement has been agreed and signed by both parties the conditions of this agreement are to be complied with.

9. Severability

If any of this agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, 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 / illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this agreement, 'Leedswatch' and the 'Department' shall immediately commence good faith negotiations to remedy such invalidity.

10. Waiver

The failure of either party to insist upon strict performance of any provision of this agreement, or the failure of either party to exercise any right to remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this agreement.

A waiver of any default shall not constitute a waiver of any subsequent default.

No waiver of any of the provisions of this agreement shall be effective unless it is expressly stated to be a waiver and communicated in writing to the other party.

11. Termination

Either party has the right to terminate this agreement (as outlined in clause 1) for whatever reason by giving to the other party three 'clear' three months' written notice of such a termination. This means that notification of any such termination must be made and received by either party before the commencement of a calendar month.

If this agreement is terminated for any reason (other than an agreed amendment as outlined in Clause 9) 'Leedswatch retain ownership of any CCTV camera(s) and associated equipment and may remove any such equipment if it so wishes.

The contract to supply and maintain the fibres for the installation of CCTV camera system(s) to the local authority is for a minimum 12 month period and a maximum of 5 years. After the initial 5 year period the contract for the fibre network will be reviewed and 'Leedswatch' will inform the client of any new contract between the fibre provider and the local authority.

In the eventuality of the client wishing to terminate this contract for whatever reason the client is liable to pay the remaining contract period for the amount of cameras installed to the fibre provider. In addition the client is also liable for the decommissioning costs of the camera system such as termination of power supply and removal of equipment and re-instatement of Highway. 'Leedswatch' will provide details of such costs to the client upon request. When confirmation of the termination and provision of the monies has been made to de-commission the system and terminate this contract 'Leedswatch' will undertake the work to do so on behalf of the client.

The termination or expiry of this agreement shall not be prejudiced or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

12. Law and Jurisdiction

This agreement shall be considered as an agreement made in England and in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Courts to which parties hereby submit.

This agreement is binding on 'Leedswatch' and its successors and assignees and the 'Department' successors and assignees.

13. Notice

Any notice or other communication given pursuant to this agreement shall be in writing.

Notification can be made by either party using electronic mail (i.e. e-mail) utilising the e-mail address of parties specified in this document. If either party sends an e-mail then the recipient must acknowledge receipt of such correspondence to show that the communication has been received.

Any correspondence sent by letter should be sent utilising a mailing system which requires a signature upon being delivered to show that delivery has been made, or hand delivery.

If either party wishes to send any correspondence by facsimile then the other party should be given prior notice that a facsimile message is being sent and upon receipt of any such correspondence the recipient should acknowledge receipt of such documentation.

Any notices served upon this agreement shall be marked for the following persons:

Leedswatch:

Name(s): Wayne Clamp, Leedswatch CCTV Operations Manager
Derek Whitehouse, Leedswatch CCTV Coordinator

Address: Caretakers Cottage, South Leeds Family Learning Centre, Acre Road, Middleton, Leeds LS10 4DE

E-mail address: wayne.clamp@leeds.gov.uk or
Derek.whitehouse@leeds.gov.uk

Facsimile number 0113 247 4674

Department: Environment and Neighbourhoods

Name(s) Carole Clark, Area Management Officer

Address: Leeds City Council, ENE Area Management, Reginald Centre, 263 Chapeltown Road, LEEDS, LS7 3EX

E-mail address: carole.clark@leeds.gov.uk

Facsimile number:

14. Rights of third parties

This agreement shall not create any rights that shall be enforceable by anyone other than the parties to this agreement.

16. Signatures

Signed on behalf of Leedswatch

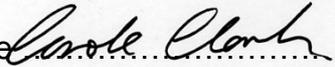
.....
Wayne Clamp
Leedswatch CCTV Operations Manager
Coordinator

Dated

.....
Derek Whitehouse
Leedswatch CCTV

Dated

Signed on behalf of the 'Department'

Signature  Print: CAROLE CLARK....

Dated17 December 2010.

Position:.....Area Management Officer.....