



SERVICE LEVEL AGREEMENT

ISLE OF WIGHT CCTV SYSTEM

1. Parties to the Agreement

- 1.1. Corporate Services (Commissioner)
- 1.2. Wightcare Services (Service Provider)

2. Purpose of the Agreement

- 2.1. To establish the parameters for a Service Level Agreement between the above parties for the purpose of maintaining CCTV surveillance equipment and monitoring of:

Newport (28 cameras)	Ryde (15 cameras)
Sandown (9 cameras)	Wootton Bridge (1 camera)
St Mary's Hospital (10 cameras)	Mobile Unit

3. Service Level Agreement - Term

- 3.1. This SLA is for a two-year term with an option to extend it for a further two years subject to agreement by both parties identified in Clause 1 above.
Commencement date: 1st April 2004
Review date: 31st March 2006
Termination date: 31st March 2008
- 3.2. Either party is required to give 12 months notice in writing of the wish to terminate the agreement or the Commissioner shall pay any costs incurred in respect of disconnection of equipment from the control room.

4. Service Specification

- 4.1. Contracted Works
To maintain the CCTV surveillance systems in and around the areas stated in Clause 2.1 and to provide monitoring in accordance with national standards (expressed via CCTV Code of Practice at Appendix A) and other operational frameworks detailed below, which both parties hereto agree to abide by.
- 4.2. Administration and Technical Support
Wightcare Services will provide the administrative and technical support necessary to maintain and operate the CCTV surveillance system at the areas stated in Clause 2.1. CCTV surveillance equipment in each area will remain in the ownership of the Isle of Wight Council for the benefit of the Isle of Wight Safer Communities Partnership.
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 agreed CCTV Repair and Maintenance Contracts
 - d) Performance testing of the system on a monthly basis to ensure it remains at optimum performance levels

- e) Allowing an inspection by Lay Visitors as required ensuring CCTV is operated in accordance with the corporate Code of Practice and that the civil liberties of the residents in and around the areas in Clause 2.1 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 in accordance with the Code of Practice.
- g) Liaison with operational partners including the Police and on site security on a regular basis to ensure the system is utilized 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.
- j) Arranging staff training as required ensuring the scheme fulfils its full potential.
- k) Arranging independent evaluation of the system in line with the Code of Practice.
- l) Ensuring annual accreditation of the System to The CCTV User Group.

4.3. **Operational Parameters**

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 the car park.
- c) To improve general security, both in terms of personal security and security of buildings and premises. To make the areas in Clause 2.1 a safer area in which to live.
- d) To improve communication and the operational response of Police patrols in and around the areas in Clause 2.1.
- e) To reduce the level of crime, vandalism and public disorder in and around the areas in Clause 2.1.
- f) Reduce graffiti, vandalism and other criminal damage within the areas in Clause 2.1 to improve the environment and reduce maintenance costs.
- g) To support directed surveillance conducted in accordance with appropriate authorisations and co-operate with Surveillance Commission over inspections.
- h) To address other areas highlighted within the crime, disorder and drugs strategies.

It is important to emphasize 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.

4.4. **System Operation**

Wightcare Services will provide the following services:

- a) Recording images from all cameras in the area 24 hours per day throughout the year and manage the supporting tape or disk storage system.
- b) Ensuring appropriate & competent staffing levels on a 24-hour basis 7 days a week, 52 weeks per year.

- c) Responding appropriately to criminal incidents in and around the areas in Clause 2.1 from other agencies/partners at any time of the day or night.
- d) Monitoring proactively the areas to identify criminal behaviour at particularly vulnerable times of the day and night.
- e) Recording all observed incidents of criminal activity and refer such activity to the appropriate agency for a response.
- f) Liaison with Police officers and security staff responsible for the site and provide help and support as required.
- g) Providing 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) Making pre-arranged presentations of the systems effectiveness to community representatives from the areas in Clause 2.1 once cameras are fully operational.
- i) Protecting the privacy of residents in the area through the use of privacy zones and thereby minimising the potential for complaints of intrusion.
- j) Ensuring cameras are "patrolled" when not being used by an operator. Such patrols will only be conducted in areas within the areas in Clause 2.1 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. Increase/Decrease in Service

- 5.1. Where the Director of Corporate Services deems 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.
- 5.2. Once the Safer Communities Partnership has identified CCTV as the appropriate tool to reduce crime within a specified area, Wightcare Services will provide project costs including the purchase & installation of equipment, maintenance contracts, staffing and project management.
- 5.3. Once capital and revenue funding for the new services have been identified and subject to full funding of the costs identified (as in Clause 5.2 above) Wightcare Services will provide a facilitator and/or project manager.

6. Service Providers Responsibilities

- 6.1. Providing a clear response to all complaints as laid down in the CCTV Code of Practice.
- 6.2. Advising the Directors of Social Services & Housing and Corporate Services of any foreseen difficulties in service delivery.
- 6.3. Regular liaison with the Commissioners representative regarding all aspects of the service, to include annual review of financial requirements.
- 6.4. Liaison with the Police and identify areas where increased routine and pro-active monitoring is considered necessary to ensure criminal activity is kept to a minimum.
- 6.5. Providing the name and contact number of the officer responsible for the operation of the CCTV surveillance service.
- 6.6. Providing technical advice on CCTV installation and operation verbally on request. However, written technical correspondence, in-depth feasibility studies, future CCTV funding applications and project management relating to areas other than those at Clause 2.1 will be considered as project work to be charged at an agreed rate.
- 6.7. Advising the Commissioner of programme dates for routine liaison meetings.

- 6.8. Ensure attendance of an appropriate officer at meetings if/when requested by the Commissioner given reasonable notice.

7. Commissioner Responsibilities

- 7.1. Regular liaison with the Wightcare Services to review all aspects of the service, to include annual review of financial requirements.
- 7.2. Ensuring full funding for the level of service identified in 2.1 above, and adequate provision for any agreed service improvements, or increases in areas requiring CCTV. This may include identifying third parties to be invoiced for equipment maintenance and transmission.
- 7.3. Considering Wightcare Service reports on the need for additional staffing and physical security to compliment CCTV and make clear decisions as to whether to accept the need for such work and finance it, if agreed.
- 7.4. Providing a named contact number of the Officer responsible for funding the SLA as laid out above.
- 7.5. Providing a nominated Officer to attend routine monthly meetings with Wightcare Services.
- 7.6. Making provision for a nominated Officer to attend site meetings when requested by Wightcare Services.
- 7.7. Assisting with complaints concerning the operation of CCTV, forwarding all such complaints to Wightcare Services who will undertake an initial investigation in line with the Code of Practice.
- 7.8. Making funds available to repair/replace damaged CCTV equipment in the areas in Clause 2.1 resulting from vandalism or other abuse not covered by existing maintenance contracts between the Isle of Wight Council and system installers.
- 7.9. Facilitating the operation of the Lay Visitors Panel.

8. Performance Measures

- 8.1. Those measures included within the Home Office bid for CCTV in areas listed in Clause 2.1 will form the basis for performance measures (detailed in Appendix B and based on the recorded crime statistics for the preceding financial year).
- 8.2. As the dynamics of crime are difficult to anticipate or predict, Wightcare Services will make detailed performance measures available which take account of the crime and drugs reduction targets year on year, and demonstrate evidence of compliance with national guidelines for CCTV monitoring.
- 8.3. Further performance measures may be developed and adopted during the period of this Service Level Agreement, subject to discussion.
- 8.4. Instances of poor performance should be taken up initially with the Wightcare Services, Control Room Manager to enable corrective action. In the event of a dispute over performance being unresolved the matter should be referred to the Wightcare Services Manager who will follow IW Council process in addressing such issues.

9. Payment Arrangements

- 9.1. The Commissioner will ensure that funding is available for each financial year to support the service level identified above. This will be subject to review as part of the IW Council's budgetary process with Wightcare Services identifying the funding level required to meet the service level requested. This may be subject to negotiation and will increase each year in line with inflation, national pay increases agreed and the annual increase in the cost of system maintenance.

10. Liability

10.1. Copyright of all images and tapes of all images will remain the property of the Isle of Wight Council. However, as the nominated responsible officer for the day to day operation of the CCTV system, the Control Room 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 Commissioner is unhappy with any decisions made by the Control Room Manager concerning the release of material, then the dispute will be resolved in accordance with Clause 8.4 above.

11. Arbitration

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

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

12. Signatories to this Agreement

Commissioning Officer.....
Isle of Wight Council

Wightcare Services.....
Isle of Wight Council

Date

Appendix A – Code of Practice: available at (http://www.iwight.com/closed_circuit.asp)

Appendix B – Performance Management framework for CCTV