

DATED: 1st April 2021

MONMOUTHSHIRE COUNTY COUNCIL

And

ABERGAVENTNY TOWN COUNCIL

**CCTV PARTNERSHIP
MEMORANDUM OF UNDERSTANDING**

Relating to the operation and development of closed circuit television and maintenance of associated equipment in the town centre

THIS MEMORANDUM OF UNDERSTANDING is made between:

- (1) **MONMOUTHSHIRE COUNTY COUNCIL** of County Hall, Rhadyr, USK NP15 1GA ("MCC") and
- (2) **ABERGAVENNY TOWN COUNCIL** ("Town Council") Town Hall, Abergavenny

1. Recitals

- 1.1 MCC and the Town Council wish to see a reduction in the amount of crime and people's fear of crime in the town centre.
- 1.2 MCC and the Town Council have a closed circuit television scheme in the town and have agreed to continue to fund its operation and to provide ongoing support and development as set out in this Agreement.

2. Definitions

The following terms shall have the following meanings:

- 2.1 'Cameras' means closed circuit television cameras installed in the town together with any additional cameras installed by MCC.
- 2.2 'CCTV Monitoring Services' means the services to be provided in respect of the monitoring and recording of CCTV images.
- 2.3 'Code' means the Code of Practice for CCTV operators from time to time in force as adopted by the Information Commissioner or any code or guidance which is designed to replace the Code.
- 2.4 'Commencement Date' means the date on front page of this Memorandum of Understanding document.
- 2.5 'Equipment' means the equipment specified in *Schedule 1*.
- 2.6 'MCC's Role and Responsibilities' means the role and responsibilities to be performed by Monmouthshire County Council which are set out in Clauses 3 and 6 of this agreement.
- 2.7 'Town Council's Role and Responsibilities' means the role and responsibilities which are set out in Clause 4 of this agreement.
- 2.8 'Payment' means the amount listed in Clause 4 or such other amounts as the council may agree to pay MCC for providing the CCTV Monitoring Services.
- 2.9 'Principle' means a Data Protection principle as set out in General Data Protection Regulations and the Data Protection Act 2018 (or any re-enactment or replacement of that Act).
- 2.10 'Purposes' means the purposes for which the system is to be run from time to time which are established by reference to the provisions of Schedule 3 to this agreement.

- 2.11 'System' means the Cameras and Equipment and associated cabling and wireless equipment serving the system wherever it may be situated.
- 2.12 'Term' means the period of **three years** from the Commencement Date.
- 2.13 'CCTV User Group' is the committee of representatives of the County and Town Councils which meet three times a year in February, June and October to monitor and scrutinise the provision of CCTV.

3. Monmouthshire County Council's Role and Responsibilities

3.1 Insurance

- 3.1.1 To maintain a comprehensive policy of insurance to cover the liability of MCC and the Town Council in respect of any act or default for which either council may become liable through the provision of services covered by this agreement.
- 3.1.2 To arrange that the minimum cover per claim of that policy is £5,000,000.

3.2 Equipment and Cameras

- 3.2.1 To continue to provide the equipment installed and to arrange on behalf of the Town Council any additional equipment that the councils may wish to install to be installed and set up by suitably qualified and experienced persons, provided that the Town Council pays for any additional cameras.
- 3.2.2 To make sure that the cameras and the equipment are maintained properly in good working order at all times.
- 3.2.3 To make sure that before any camera becomes operational there are sufficient signs in appropriate locations to ensure that there is compliance with the first principle as set out in Schedule 1 of the Data Protection Act 2018 and conforms with the Code.
- 3.2.4 To make sure that every camera in place at the commencement date and any new camera installed during the term and any camera where its location is altered during the term is designed, positioned and operated in accordance with the Code.
- 3.2.5 To develop the CCTV scheme in accordance with the Monmouthshire CCTV Scheme strategy document.

3.3 Reporting

- 3.3.1 To provide the Town Council with a regular report setting out the monitoring statistics of the number and type of incidents recorded for that quarter and any other information as may be agreed between MCC and the Town Council.
- 3.3.2 To arrange, minute and report to the CCTV User Group which meet three times a year in February, June and October.
- 3.3.3 To circulate the minutes to all members of the CCTV User Group and Town Clerks at earliest convenience.
- 3.3.4 To discuss the annual budget in the October meeting of the CCTV User Group.

4. Town Council's Roles and Responsibilities

- 4.1 MCC shall invoice the Town Council each quarter in advance and the Town Council shall make a quarterly payment of **£3,430.00 (Annual amount £13,720)** to MCC as a contribution to the monitoring and operating costs of the cameras and the equipment, plus any additional payments for extra cameras.
- 4.2 The payment to be made to MCC by the Town Council under clause 4.1 shall increase by 2.5% annually and reviewed at the October meeting of the CCTV User Group.
- 4.3 The Town Council shall avoid creating obstructions to the camera's field of view through the mounting of street decorations or by any other action on their part but for the avoidance of doubt it is agreed between the councils that nothing in this clause will prevent the erection or mounting of any Christmas decorations. However, it is understood that such decorations may cause an adverse impact on the operation of the cameras.
- 4.4 To nominate two Town Councillors to represent their organisation on the Monmouthshire CCTV User Group at the three meetings, if one is unavailable, arrange to send a fully briefed colleague to stand in.

5. Statutory Obligations

The councils will at all times comply:

- 5.1 With the requirements of the Health and Safety at Work Act 1974 and any other Acts Regulations Orders Directives and Circulars pertaining to health and safety of employees.
- 5.2 With the provisions of the Equality Act 2010 and any amendments thereof or any such Act as may from time to time be in force and should use all reasonable endeavours to comply with any Code of Practice issued there under by the Commission for Racial Equality or any similar body thereof.

6. Management

- 6.1 MCC will manage the day to day operation of the CCTV Scheme and agree with the Town Council any action required to improve the operation of the CCTV Scheme and its future development including identifying any additional costs that may be incurred as a result of any changes and how those costs are to be funded.
- 6.2 The CCTV Scheme is open to new members joining with the full agreement of the CCTV User Group, upon signing this document.

7. Secrecy

Except with the prior written approval of the other party to this agreement not at any time during or after the Term to divulge or allow to be divulged to any person any confidential information.

8. Delegation

Not to delegate any duties or obligations arising under this agreement otherwise than with the express written permission of the other party.

9. Responsibility for scheme

The responsibility for operating the scheme shall rest with MCC and the Town Council.

10. Data Protection Act and Code

MCC shall ensure that the provisions of the Data Protection Act and the Code are complied with at all times.

11. Status of Memorandum of Understanding

The purpose of this Memorandum of Understanding is to record the intention of MCC and the Town Council to work together to continue to provide an effective CCTV Scheme in the town and is not intend to create any legally binding relationship between the councils.

12. Termination of Agreement

12.1 The agreement is for three years, but may be terminated by either party giving at least 3 months clear written notice to the other party, such notice to expire on 31st March.

12.2 Where a council has purchased equipment that equipment will be returned to the council on termination of the agreement, as in accordance with 12.1

SCHEDULE 1 (The Equipment)

Equipment:

1. Camera site

- 1.1 8 x PTZ Dome cameras in Chepstow
- 1.2 2 x Ganz domes in Chepstow
- 1.3 9 x PTZ Dome cameras in Caldicot
- 1.4 8 x PTZ Dome cameras in Abergavenny
- 1.5 7 x PTZ Dome cameras in Monmouth
- 1.6 E100 devices located at outstation, as required
- 1.7 Modem provider units located at outstation, as required
- 1.8 Integrated column/enclosure units located at outstation, as required.
- 1.9 Enclosure units and, mounting brackets located at outstation, as required.
- 1.10 Signs located within coverage footprint.
- 1.11 Associated outstation cabling.
- 1.12 Spare part provision

2. Control Room

- 2.1 34 x Modem subscriber units located at in station.
- 2.2 Associated cabling at in station.
- 2.3 6 x 40" LG Monitors at control room.
- 2.4 2 x 8TB PSN recorders
- 2.5 3 x Display Wall Controllers
- 2.6 Any auxiliary equipment purchased as necessary for the systems operation

SCHEDULE 2 (The Purposes)

The Purposes for which the system has been established are set out below.

PURPOSES

Following assessment by MCC and the Town Councils it has been agreed that it is appropriate that CCTV Cameras will be located and operated in accordance with this agreement in the towns of Abergavenny, Caldicot, Monmouth and Chepstow **to:-**

1. Help to prevent and detect crime and maintain public order.

(H.O Public Service Agreement 1)

2. Help to enhance community safety, reduce the fear of crime and to encourage greater use of the area covered.

(H.O Public Service Agreement 2)

3. Assist the local authority and town council in the overall management of the town centre; in the enforcement of any regulatory function; general traffic management and the provisions for the emergency services.

(H.O Public Service Agreement 3)

4. Use and develop CCTV in accordance with the Monmouthshire CCTV Scheme strategy document.

SIGNED on behalf of
MONMOUTHSHIRE COUNTY COUNCIL) Signature: _____

By Name: _____) **Date:** _____

SIGNED on behalf of
ABERGAVENNY TOWN COUNCIL) Signature: _____

By Name: _____) **Date:** _____