



**Decision of the Cabinet Member for
Public Realm and Enforcement**

**Report from the Corporate Director,
Neighbourhoods & Regeneration**

**AUTHORITY TO VARY AND EXTEND THE CONTRACT FOR
THE PROVISION OF CCTV MAINTENANCE AND ONGOING
SERVICES**

Wards Affected:	All
Key or Non-Key Decision:	Non- Key
Open or Part / Fully Exempt: <small>(If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)</small>	Open
List of Appendices:	None
Background Papers:	NA
Contact Officer(s): <small>(Name, Title, Contact Details)</small>	Simon Finney Head of Neighbourhood Management simon.finney@brent.gov.uk

1.0 Executive Summary

1.1 This report requests individual Cabinet Member approval to vary and extend a contract in respect of the provision of CCTV maintenance and ongoing services with Tyco Integrated Fire & Security in accordance with paragraph 13 of Part 3 of the Constitution. The report summarises the reasons for the request to vary and extend the contract.

2.0 Recommendations

That the Cabinet Member for Public Realm and Enforcement, having consulted with the Leader:

2.1 Approves the variation of the contract for the provision of CCTV maintenance and ongoing services with Tyco Integrated Fire & Security to allow for an extension of the contract as set out in Recommendation 2.2 below.

2.2 Approves the extension of the contract detailed in 2.1 above for a period of 5-months from 31st March 2026 to 31st August 2026 for the reasons detailed in paragraphs 3.2.4 and 3.2.7.

2.3 Approves the variation of the contract detailed in 2.1 above to make provision for an urgent and essential upgrade of CCTV cameras and equipment for the reasons stated in paragraph 3.2.8.

3.0 Detail

3.1 Contribution to Borough Plan Priorities & Strategic Context

3.1.1 The use of local authority owned, managed and operated CCTV to monitor public open spaces in the borough serves as an effective visual deterrent to those who would seek to commit crime or do harm to others or the environment. CCTV monitoring also allows for the detection and reporting of crime or persons in need of help to emergency services and serves as a means of securing evidence for any such matters should it be required in a court of law.

3.1.2 CCTV supply and maintenance contracts provided by professional third-party providers ensure continuous and uninterrupted delivery of high standard CCTV monitoring services to maintain public safety and assist with the investigation of crime and subsequent prosecutions.

3.1.3 By ensuring that the Council retains the continued and uninterrupted services of a professional CCTV supply and maintenance provider under a contract that is both modern and fit for purpose, this ensures that the Council delivers on its Thriving Communities priority included in the Borough Plan to tackle and prevent antisocial behaviour and crime.

3.2 Background

3.2.1 The Council entered a contract for the provision of CCTV maintenance and ongoing services under ESPO framework agreement 629-19 (Supply of security equipment and surveillance equipment and services with Tyco Integrated Fire & Security on 1st August 2019 for a three year period with an optional one year extension (the "Contract").

3.2.2 The Council has agreed to a series of extension and variations with Tyco. The most recent extension covers the period from 1st August 2025 to 31st March 2026.

3.2.3 Since the Authority to Tender for the was approved in February 2024, officers initiated a review of the existing CCTV contract specification for Public Safety.

3.2.4 Following completion of the review in December 2024, and based on Brent Legal advice, officers hired an industry expert to support with the final review of the documentation.

3.2.5 The consultant has provided a revised and comprehensive draft version of the specification, which necessitated a full review of the service being procured from a legal and procurement perspective.

- 3.2.6 In December 2025, officers opted to conduct a further review of the Public Safety CCTV contract specification internally, utilising the consultant's draft specification with updated advice from procurement and legal teams.
- 3.2.7 The task required under 3.2.6 is complex and extensive and it was therefore determined by officers that it would not be possible to complete the specification and procure a new Public Safety CCTV contract before the Contract extension expiry date of 31st March 2026.
- 3.2.8 Additionally, officers have been working with Tyco to carry out essential upgrades CCTV assets across the borough to support public safety enforcement. This work is of high importance and urgent as some assets are over 20 years old and no longer fit for purpose. Due to the magnitude of works, officers have determined that a two-phase approach would be suitable.
- 3.2.9 Therefore, officers are seeking permission for the contract to be varied to allow for a further extension of the contract and entered engaged with Tyco Integrated Fire & Security (the "Contractor") to vary the Contract as follows:
- To allow for a 5-month extension of the Public Safety CCTV element of the Contract from 1st April 2026 to 31st August 2026.
 - To agree a variation to the Contract for the supply and installation of CCTV equipment to complete Phase 1 of an urgent and critical upgrade of CCTV assets across the borough.
- 3.2.10 The total cost of the variation is £498,695.50 and includes £64,547.50 for the 5-month extension, and £434,149.00 for the asset upgrades.
- 3.2.11 The benefits of the proposed variation and contract extensions are that these will:
- allow sufficient time to finalise the Public Safety CCTV contract specification.
 - ensure sufficient time to complete the contract procurement process for the new Public Safety CCTV contract.
 - enable officers to complete essential and critical works to deliver CCTV solutions where needed to protect the public.
- 3.2.12 Following discussion with the Contractor, Tyco Integrated Fire & Security have confirmed their agreement to the proposed variation and extension to the current contract using the existing schedule of rates and additional work, as detailed in paragraphs 3.2.6 and 3.2.8

3.2.13 Under section 3(b) of the table at paragraph 9.5 of Part 3 of the Constitution, Corporate Directors may only vary and extend contracts and agreements provided that:

- (a) the variation and extension would not be in breach of Procurement Legislation.
- (b) the variation and extension do not substantially alter the terms and conditions of the contract.
- (c) there is sufficient existing budgetary provision.
- (d) if the extension goes beyond the period of extension provided for in the contract (if any) or is otherwise not in accordance with the extension provisions in the contract:
 - (i) in the case of any contract, agreement, deed or other transaction with a life of not more than one year (including any possible extension provided for in the contract) the extension shall not exceed a period of six months; or
 - (ii) in the case of any contract, agreement, deed or other transaction with a life of more than one year (including any possible extension provided for in the contract) the extension shall not exceed a period of one year.
- (e) provided that in the case of any variation (other than an extension):
 - (i) the total value of the variation is less than £1m; and
 - (ii) if the total value of the variation (and any previous variations agreed under this provision) is more than £50k it is not more than 50% of the original contract value (calculated over the life of the contract including any extensions or possible extensions and adjusted in accordance with any price review mechanism provided for in the contract).
- (f) the relevant cabinet member shall be consulted prior to a decision within (d) (i) or (ii) and (e) (i) and (ii) above and may request that the decision instead be referred to them.

3.2.14 For the reasons detailed in paragraphs 3.2.13 the Corporate Director does not have delegated powers to agree the proposed extension and variation but pursuant to paragraph 13 of Part 3 of the Constitution, the Cabinet Member for Public Realm and Enforcement, having consulted with the Leader has delegated powers to:

Agree contract extension, variation or termination where the decision is excluded from officer delegated powers because:

- (a) the extension goes beyond the period of extension provided for in the contract (if any) or is otherwise not in accordance with the extension provisions in the contract; and
- (b) the contract, agreement, deed or other transaction has a life of not more than one year (including any possible extension provided for in the contract) and the extension exceeds a period of six months; or
- (c) the contract, agreement, deed or other transaction has a life of more than one year (including any possible extension provided for in the contract) and the extension exceeds a period of one year; or
- (d) in the case of any variation (other than an extension):
 - (i) the total value of the variation is £1 million or more; and
 - (ii) the total value of the variation is more than £50k and is more than 50% of the original contract value (calculated over the life of the contract including any extensions or possible extensions and adjusted in accordance with any price review mechanism provided for in the contract)
- (e) Agree of other contract extensions, variations or terminations where the Cabinet Member requests that a decision be referred to them pursuant to Part 3 paragraph 9.5.

3.2.15 Subject to consultation with the Leader, the Cabinet Member for Public Realm and Enforcement has delegated powers to agree the proposed variation and extension.

4.0 Financial Considerations

4.1 The value of this variation and extension is £498,695.50 which is comprised of:

- (i) Contract extension cost - £64,547.50
- (ii) Phase 1: Analogue to digital camera upgrade - £434,149.00

4.2 The cost of this extension of the Contract for Public Safety CCTV will be funded from the current CCTV revenue budget in Neighbourhood Management.

The works listed in 4.1 (ii) will be funded from SCIL Capital Project.

5.0 Legal Considerations

5.1 Officers recommend the variation and extension of the Contract as set out in paragraphs 2.1 and 2.2

5.2 The value of the original contract is such that it is subject to full application of the Public Contract Regulation 2015 (PCR 2015).

- 5.3 A contract may only be modified (to include an extension) without a new procurement procedure where this is done in accordance with Regulation 72 of the PCR 2015. Regulation 72 sets out various circumstances in which it is possible to vary and extend a contract.
- 5.4 Regulation 72(1)(b) of the PCR 2015 provides that where additional services have become necessary, but were not included in the initial procurement, where a change of contractor cannot be made for economic or technical reasons and would cause significant inconvenience or substantial duplication of costs for the contracting authority and provided that the increase in price does not exceed 50% of the value of the original contract. It is considered that the extension and variations are permitted in accordance with Regulation 72(1)(b) and other subsections. It is therefore considered that the Council can rely on Regulation 72 (1) (b) of the PCR 2015 in varying and extending the contract.
- 5.5 As set out in paragraph 3.2.10, pursuant to paragraph 13 of Part 3 of the Constitution, the Cabinet Member for the Public Realm and Enforcement, subject to consultation with the Leader, has delegated powers to agree the proposed extension and variation.

6.0 Equity, Diversity & Inclusion (EDI) Considerations

- 6.1 Pursuant to s149 Equality Act 2010 (the “Public Sector Equality Duty”), the Council must, in the exercise of its functions, have due regard to the need to:
- (a) eliminate discrimination, harassment and victimisation and other conduct prohibited under the Act
 - (b) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it; and
 - (c) foster good relations between persons who share a relevant protected characteristic and persons who do not share it,
- 6.2 The Public Sector Equality Duty covers the following nine protected characteristics: age, disability, marriage and civil partnership, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation.
- 6.3 Having due regard involves the need to enquire into whether and how a proposed decision disproportionately affects people with a protected characteristic and the need to consider taking steps to meet the needs of persons who share a protected characteristic that are different from the needs of persons who do not share it. This includes removing or minimising disadvantages suffered by persons who share a protected characteristic that are connected to that characteristic.

6.4 There is no prescribed manner in which the council must exercise its public sector equality duty but having an adequate evidence base for its decision is necessary.

6.5 The proposals in this report have been shared with the Brent Equalities team and, given that officers are seeking an extension of the existing contract with no fundamental changes made and to upgrade existing equipment, officers have been assured that there are no adverse equality implications.

Officers do however recognise that a full Equalities Impact Assessment will need to be undertaken when procuring the new CCTV supply and maintenance contract.

6.6 The proposals in this report are not considered to have any adverse health implications.

7.0 Climate Change and Environmental Considerations

7.1 There are no known notable climate change or environmental considerations

8.0 Human Resources / Property Considerations (if appropriate)

8.1 The maintenance element of the service is currently provided by an external contractor and there are no implications for Council staff arising from varying and extending the contract.

9.0 Communication Considerations

9.1 Officers do not consider that there are any relevant considerations that need addressing at this stage in relation to any required communication strategy or campaigns.

Report signoff:

Jehan Weerasinghe

Corporate Director, Neighbourhoods & Regeneration