

	Decision of Cabinet Member for Cleaner Streets, Transport & Public Realm
	Report from the Director of Public Realm
Authority to 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: (If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)	Open
List of Appendices:	None
Background Papers:	NA
Contact Officer(s): (Name, Title, Contact Details)	Susana Figueiredo Control Operations Manager Susana.Figueiredo@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 Cleaner Streets, Transport and Public Realm, 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 a short 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 2-months from 1st September 2026 to 30th November 2026 for the reasons detailed in paragraphs 3.2.4 and 3.2.7.

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 agreed a one-year extension of the Contract with Tyco, from 1 August 2022. The Council subsequently extended the Contract with Tyco by a further year to ensure continuity in the completion of four Public Safety CCTV supply and installation projects that would not have been completed by the end date of the contract extension.
- 3.2.3 In late 2022 due to operational expansion and changes in parking and traffic enforcement CCTV technology and approaches, officers agreed that separate CCTV contracts tailored to specific service requirements would be more appropriate to meet future Council needs. A recommendation to procure separate contracts for Public Safety and Parking and Traffic Enforcement was approved on 23 February 2024. It was further agreed by officers that by opting for two separate contracts, this presented an opportunity to thoroughly review both the existing Parking and Traffic Enforcement and Public Safety CCTV contract specifications.

3.2.4 The procurement for the contract for the provision of Parking and Traffic Enforcement CCTV services was completed in mid-2024 with the new contract commencing on 1st October 2024. Officers therefore sought permission for the Public Safety element of the contract to be varied to allow for further extensions to obtain external specialist support for the Public Safety camera specification in order to prepare for the re-procurement of the service.

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 3-month extension of the Public Safety CCTV element of the Contract from 1st September 2026 to 30th November 2026.

3.2.5 The total cost of the extension is £38,588.43.

3.2.6 The benefits of the proposed variation and contract extensions are that these will:

- Ensure sufficient time to complete the contract procurement process for the new Public Safety CCTV contract.
- Ensure sufficient time to complete the mobilisation of the contract.

3.2.7 Following discussion with the Contractor, Tyco Integrated Fire & Security have confirmed their agreement to the proposed extension to the current contract using the existing schedule of rates and additional work, as detailed in paragraphs 3.2.5 and 3.2.6

3.2.8 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.

3.2.9 For the reasons detailed in paragraphs 3.2.8 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 Cleaner Streets, Transport and Public Realm, 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.
- 3.2.10 Subject to consultation with the Leader, the Cabinet Member for Cleaner Streets, Transport and Public Realm, has delegated powers to agree the proposed extension.

4.0 Stakeholder and Ward Member Consultation and Engagement

- 4.1 Engagement with the relevant ward members has taken place with Cabinet Member for Cleaner Streets, Transport & Public Realm, who has also sought the views of the Council Leader.
- 4.2 Officers did not consider it necessary to conduct any further consultation.

5.0 Financial Considerations

- 5.1 The value of the extension is £38,588.43
- 5.2 The cost of this extension of the Contract for Public Safety CCTV will be funded from the current CCTV revenue budget in Neighbourhood Management: BO2007.

6.0 Legal Considerations

- 6.1 Officers recommend the variation and extension of the Contract as set out in paragraphs 2.1 and 2.2.
- 6.2 The value of the original contract is such that it is subject to full application of the Public Contract Regulation 2015 (PCR 2015).
- 6.3 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.
- 6.4 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.
- 6.5 As set out in paragraph 3.2.10, pursuant to paragraph 13 of Part 3 of the Constitution, the Cabinet Member for Cleaner Streets, Transport and Public

Realm, subject to consultation with the Leader, has delegated powers to agree the proposed extension and variation.

7.0 Equity, Diversity & Inclusion (EDI) Considerations

7.1 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,

7.2 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.

7.3 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.

7.4 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.

7.5 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.

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

8.0 Climate Change and Environmental Considerations

8.1 There are no known notable climate change or environmental considerations

9.0 Human Resources / Property Considerations (if appropriate)

- 9.1 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.

10.0 Communication Considerations

- 10.1 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 sign off:

Chris Whyte

Director Public Realm