Brent	**Decision of Cabinet Member for Cleaner Streets, Transport & Public Realm**
	Report from the Director of Public Realm

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: (If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)	Open
List of Appendices:	None
Background Papers:	N/A
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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 & 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 paragraph 2.1 for a period of four months, from 1 December 2026 to 31 March 2027, at a total cost of £51,451.25, for the reasons detailed in paragraphs 3.2.6 to 3.2.11.

3.0 Detail

3.1 Contribution to Council Plan Priorities & Strategic Context

3.1.1 The Council's Public Safety CCTV service contributes to the delivery of the Believe in Brent Council Plan 2026–2030 and its ambition for Brent to be a safe, clean and green borough. The use of Council-owned and operated CCTV in public spaces supports community safety by helping to deter and detect crime and anti-social behaviour, identify persons in need of assistance, support emergency services and provide evidential footage where required.

3.1.2 The CCTV service also supports wider Council and partner activity, including environmental enforcement, public protection and multi-agency responses to incidents. Maintaining reliable and effective CCTV infrastructure enables the Council to work alongside partners, including the Metropolitan Police, to support safer neighbourhoods and respond to issues affecting residents and the public realm. Partnership working with organisations including the Metropolitan Police form part of the new Council Plan.

3.1.3 The proposed CCTV supply and maintenance arrangements therefore principally support the Council Plan priority of **A borough to be proud of**, helping to maintain safe, clean and well-managed neighbourhoods. They also support **A council that delivers for you** by ensuring that critical Public Safety CCTV infrastructure remains reliable, resilient and fit for purpose, while enabling the Council to make effective use of modern technology in delivering services for residents.

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 subsequently approved a series of extensions to maintain continuity of the Public Safety CCTV service while the future service requirements were reviewed in preparation for the new procurement. The current approved extension runs from 1 September 2026 to 30 November 2026.

3.2.3 In late 2022, officers agreed that separate contracts for Public Safety CCTV and Parking and Traffic Enforcement CCTV would better reflect the differing operational and technical requirements of the two services. Authority to procure separate contracts was approved on 23 February 2024.

3.2.4 The Parking and Traffic Enforcement CCTV procurement was completed in 2024 and the replacement contract commenced on 1 October 2024. The

Public Safety element of the original contract has continued as a separate procurement.

3.2.5 The Invitation to Tender for the replacement Public Safety CCTV Contract was published on 11 May 2026. Tenders were subsequently received and evaluation and moderation activity progressed during summer 2026.

3.2.6 There has been a series of extensions for the Public Safety element of the Contract to obtain specialist support for the specification and progress the re-procurement of the service.

3.2.7 During the procurement process, several clarifications were raised, in addition to resourcing issues faced by the Council. This resulted in a change to the procurement timetable due to having to respond to the numerous clarifications raised, resulting in additional time being required for the tender submission deadlines, the evaluation process and moderation. Taking these factors into account, additional time will be required to conclude the existing procurement.

3.2.8 Officers are seeking a further four-month extension of the Public Safety CCTV element of the existing Contract, from 1 December 2026 to 31 March 2027. The extension will provide sufficient time to conclude the procurement.

3.2.9 Without the extension, there would be a risk of a gap in contractual maintenance cover from 1 December 2026. This could affect fault response, planned maintenance, access to specialist technical support and the Council's ability to maintain operational CCTV coverage.

3.2.10 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.

3.2.11 The total cost of the extension is £51,451.25.

3.2.12 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.

3.2.13 For the reasons detailed in paragraphs 3.2.12, 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 & 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.

3.2.14 Subject to consultation with the Leader, the Cabinet Member for Cleaner Streets, Transport & Public Realm has delegated powers to agree the proposed variation and extension.

4.0 Financial Considerations

4.1 The value of the extension is £51,451.25.

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.

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 3.2.14, pursuant to paragraph 13 of Part 3 of the Constitution, the Cabinet Member for the Cleaner Streets, Transport & Public Realm 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 proposal is a time-limited continuation of the existing service and does not introduce any fundamental change to the service or the way in which CCTV is operated. Officers therefore consider that the proposed extension does not give rise to any adverse equality implications.

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

6.7 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:
Chris Whyte
Director of Public Realm