



## **ADVANCE PUBLICATION OF REPORTS**

This publication gives five clear working days' notice of the decisions listed below.

These decisions are due to be signed by individual Cabinet Members  
and operational key decision makers.

Once signed all decisions will be published on the Council's  
Publication of Decisions List.

- 1. VSS MAINTENANCE CONTRACT INSTALLATION /PROJECTS** (Pages 1 - 22)
- 2. UNCONDITIONALITY OF MERIDIAN TWO DEVELOPMENT AGREEMENT**  
(Pages 23 - 38)

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## London Borough of Enfield

<b>Report title:</b>	<i>VSS Maintenance contract installation /projects</i>
<b>Report to:</b>	<i>Executive Director of Environment &amp; Communities, Perry Scott</i>
<b>Date of Report:</b>	<i>14/03/2024</i>
<b>Cabinet Member:</b>	<i>Cllr Gina Needs, Cabinet Member for Community Safety &amp; Cohesion</i>
<b>Directors:</b>	<i>Doug Wilkinson, Director of Environment &amp; Street Scene</i>
<b>Report Author:</b>	<i>Darren woods Darren.Woods@enfield.gov.uk</i>
<b>Ward(s) affected:</b>	All
<b>Key Decision Number</b>	<i>KD5619</i>
<b>Classification:</b>	Part 1

### Purpose of Report

1. This report seeks authority for the London Borough of Enfield to access a Council approved framework agreement for the Video Surveillance System (VSS) maintenance contract that is due to expire at the end of March 24 the selected framework allows for a direct award option from various suppliers that have undergone a full procurement process. A market engagement exercise was carried out to look at who would be able to deliver the service requirements and support contracts with the specification within the prescribed time scales. Feedback was received from some suppliers confirming that the time scales could be delivered. No questions were asked around the current support contract and delivery. Following a review of the submissions the decision was made to award the contract to the incumbent supplier due to operational risk to the service and ongoing upgrades to the system that are currently taking place within the service.

1.1 The successful provider will cover all London Borough of Enfield's video Surveillance System (VSS) links back to the Enfield Public Safety Centre as per specification including any additional specific works when required e.g., projects and technical advice to ensure the system is kept current and operational 24/7 this will also include access control and intruder alarms and assist with new regeneration projects that are currently ongoing with a contract term of 5 years with an option of a 1+1 extension.

## Recommendations

For the Cabinet Member for Community Safety and Cohesion

- I. To approve the award of the contract for VSS maintenance installation/projects works under the KCS CCTV & Access Solutions Framework Agreement Y21004 to Openview security solutions following the procurement process of a direct award.

## Background and Options

2. The London Borough Enfield has operated a Community Safety Video Surveillance system (VSS), providing in excess of 1200 Community Safety cameras since opening in 2003. The stock of cameras has increased over time with schemes installed across the borough in areas of identified need to prevent and detect crime at various locations including but not limited to parks and open spaces, commercial and residential areas. The service also covers intruder alarm monitoring at various corporate buildings and is a disaster recovery site for Cardiff City Council where their services can be managed /monitored remotely.

2.1 Enfield has also invested in 2011 in setting up a lone worker system which is managed under a support contract within the current maintenance contract. This has supplied 435 operational lone worker units to Council staff.

2.2 The impact of the schemes is measured at the Enfield Public Safety Centre and discussed at a range of partnership groups reporting to the Safer and Stronger Communities Board which acts as the Community Safety Partnership for Enfield and leads this partnership activity and assisting in operational tasking that are requested at police and council meetings. Contract meetings are also held to ensure that all contract requirements are discussed around performance, maintenance and all support contract delivery within the contract duration.

2.3 Market engagement within the framework was carried out with responses received from various suppliers confirming interest however, no information was supplied around delivery of the current support contracts within the specification brief that was sent out,

## **Preferred Option and Reasons for Preferred Option**

### **Option 1 - Do nothing.**

3. Allow the current contract to expire at the end of March 24 and risk the CCTV Enfield Public Safety Centre (EPSC) service being without a maintenance provider. This would lead to additional waivers being sought and rates to be negotiated by Council officers directly with the supplier. This would result in a loss of business process efficiency as all requirements would be ordered via special request requisitions. This may lead to an inconsistency of rates. Value for money would not be achieved if this option is adopted, as both internal and external costs would be greater than if a contract was in place for the service. With no appropriate terms and conditions in place the council could be put at risk and will leave the Video Surveillance system network vulnerable and unreliable if there was no maintenance carried out.

### **Option 2 – Tendering process.**

4. Market Engagement leading to a full tendering procedure will take time and the complexity of the service means this is more complicated than switching one provider off and transferring across to a replacement. It is anticipated that a mobilisation period of at around 12 months would be required, along with substantial cost of change through re-training of staff and switching support contracts.

### **Option 3 Procurement via an Approved framework. (Preferred option)**

5. To procure using an approved Framework Agreement via the Direct Award option within the selected framework. This model of procurement is designed to reduce the time and resource required for a full tendering process in accordance with the Public Contracts Regulations 2015 and reduce risk around service delivery

## **Relevance to Council Plans and Strategies**

### **6. Priority Two: Strong, health and safe communities**

- Ensure sustainable improvements to public safety.
- Assist with prevention and detection of crime.
- Provide reassurance for the local community.
- Ensure appropriate corporate funding is applied.
- Contribute to the council's response to the Protect Duty.

## **Financial Implications**

7. This report seeks to approve the award of the contract for VSS maintenance installation/projects works under the KCS CCTV & Access Solutions Framework Agreement Y21004 to the successful supplier following the procurement process of a direct award. The current cost of the contract for this financial year is circa £426k, which is met from existing operational budgets of the Enfield Public Safety Centre.

## **Legal Implications**

8.1 Section 163 of the Criminal Justice and Public Order Act 1994 permits the use of CCTV in a local authority area for the prevention of crime.

8.2 In addition, the Council has the general power of competence under section 1(1) of the Localism Act 2011 to do anything that individuals generally may generally do provided it is not prohibited by legislation.

8.3 The value of the contract exceeds the relevant threshold and the Public Contracts Regulations 2015 (PCR 2015) apply to the procurement. The use of a framework is a compliant route to award, provided that the procurement process complies with the PCRs 2015, the Council's Contract Procedure Rules (CPR), and the terms of the framework itself.

8.4 The Council will need to ensure that it obtains Best Value for the services as required under the Local Government Act 1999.

8.5 Legal agreements entered into in consequence of the approval of the proposals set out in this report must be approved by Legal Services on behalf of the Director of Law and Governance.

## **Equalities Implications**

9. The decision to procure a new VSS maintenance Contract will not have an impact on the existing services currently provided. The new VSS Maintenance contract will continue to benefit all people regardless of their protected characteristics.

9.1 Through the new VSS Maintenance contract, we will ensure that 24/7 VSS Maintenance of all equipment is kept operational to the highest standard and continue to assist in the prevention and detection of crime, which will benefit people regardless of their protected characteristics.

9.2 By continuing to enhance community safety, in part through VSS monitoring, we will also help to foster good relations between residents who do and do not share a protected characteristic and between all residents and community safety practitioners, including the Police.

### **HR and Workforce Implications**

10. No Council HR implications as staff are managed and supplied by the Contractor.

### **Environmental and Climate Change Implications**

11. All equipment that is currently being maintained meets the relevant requirements some equipment has been decommissioned to ensure there is minimal hardware on site. Contract meetings will be held discussing social value targets during the term of the contract to cover ethical practices, local economy and employment and ensuring the provider is part of the climate action plan during the term of the contract reducing their carbon emissions and environmental impact by use of electric vehicles and platforms.

### **Public Health Implications**

12. CCTV is associated with important but modest decrease in crime which is beneficial to public health, safety, and general wellbeing.

### **Property Implications**

13. This contract will ensure all cameras in corporate buildings that are connected back to the Enfield Public Safety Centre for monitoring are supported and all reported equipment failures on cameras and alarms systems are resolved, ensuring buildings are secure for any staff or public using them.

### **Crime and Disorder Implications (if any, delete if not relevant)**

14. The installation of cameras is often requested by residents and the police recognise the value of cameras in deterring and or detecting crime. It is therefore important that the system is kept well maintained to a required high standard to assist in the prevention and detection of crime and ensuring Enfield is a safer place to live, work, and study.

### **Procurement Implications**

15. Any procurement must be undertaken in accordance with the Councils Contract Procedure Rules (CPR's) and the Public Contracts Regulations (2015), along with the Council's Sustainable and Ethical Procurement Policy.

15.1 The proposed direct award via the KCS CCTV & Access Solutions Framework Agreement will go through the Procurement Services Assurance process and the necessary Gateway Report has been prepared for endorsement. The lead procurement officer within the Service Area must keep records of approvals to proceed with the proposed award to evidence compliance with the rules.

15.2 The procurement is taking place via the Council's e-Tendering portal under the reference DN624482 and will be promoted to the Council's Contract Register

and Contracts Finder following award and commencement to comply with the government's transparency requirements.

15.3 The Service Area shall be responsible for uploading the executed contract/agreement at the end of the procurement project. Contact [procurement@enfield.gov.uk](mailto:procurement@enfield.gov.uk) for any support

15.4 As this contract will be over £500,000 the CPR's state that the contract must have a nominated contract manager in the Council's e-Tendering portal. The Contract Manager for this project is linked to the project on the Council's e-Tendering System. The contract will be managed in line with the Contract Management Framework and evidence of robust contract management, including, operations, commercial, financial checks (supplier resilience) and regular risk assessment shall be uploaded into the Council's e-Tendering portal.

15.5 Due diligence has been carried out on the KCS CCTV & Access Solutions Framework. This is legally compliant, ensuring the Council is in adherence with the CPR's and Public Contracts Regulations

15.6 The Service Area has completed the Contract Management Tiering tool and the project has been classified as Gold. The lead officer will meet with the Contract and Supplier Relationship Manager within Procurement Services, who will go through the contract management requirements for the management of the Contract prior to its commencement.

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## Appendices

EQIA

**#Departmental reference number, ESS2324\_008**



## Enfield Equality Impact Assessment (EqIA)

### Introduction

The purpose of an Equality Impact Assessment (EqIA) is to help Enfield Council make sure it does not discriminate against service users, residents and staff, and that we promote equality where possible. Completing the assessment is a way to make sure everyone involved in a decision or activity thinks carefully about the likely impact of their work and that we take appropriate action in response to this analysis.

The EqIA provides a way to systematically assess and record the likely equality impact of an activity, policy, strategy, budget change or any other decision.

The assessment helps us to focus on the impact on people who share one of the different nine protected characteristics as defined by the Equality Act 2010 as well as on people who are disadvantaged due to socio-economic factors. The assessment involves anticipating the consequences of the activity or decision on different groups of people and making sure that:

- unlawful discrimination is eliminated
- opportunities for advancing equal opportunities are maximised
- opportunities for fostering good relations are maximised.

The EqIA is carried out by completing this form. To complete it you will need to:

- use local or national research which relates to how the activity/ policy/ strategy/ budget change or decision being made may impact on different people in different ways based on their protected characteristic or socio-economic status;
- where possible, analyse any equality data we have on the people in Enfield who will be affected eg equality data on service users and/or equality data on the Enfield population;
- refer to the engagement and/ or consultation you have carried out with stakeholders, including the community and/or voluntary and community sector groups you consulted and their views. Consider what this engagement showed us about the likely impact of the activity/ policy/ strategy/ budget change or decision on different groups.

The results of the EqIA should be used to inform the proposal/ recommended decision and changes should be made to the proposal/ recommended decision as a result of the assessment where required. Any ongoing/ future mitigating actions required should be set out in the action plan at the end of the assessment.

## Section 1 – Equality analysis details

<b>Title of service activity / policy/ strategy/ budget change/ decision that you are assessing</b>	VSS Maintenance contract KD5619
<b>Team/ Department</b>	Darren Woods EPSC Manager Ivana Price CSU /Children Services Head of service at the time of the assessment
<b>Executive Director</b>	Tony Theodoulou
<b>Cabinet Member</b>	Cllr Needs
<b>Author(s) name(s) and contact details</b>	Darren woods
<b>Committee name and date of decision</b>	Community Safety
<b>Date of EqIA completion</b>	27/9/2023

<b>Date the EqIA was reviewed by the Corporate Strategy Service</b>	
<b>Name of Head of Service responsible for implementing the EqIA actions (if any)</b>	Andrea Clemons
<b>Name of Director who has approved the EqIA</b>	Tony Theodoulou

The completed EqIA should be included as an appendix to relevant EMT/ Delegated Authority/ Cabinet/ Council reports regarding the service activity/ policy/ strategy/ budget change/ decision. Decision-makers should be confident that a robust EqIA has taken place, that any necessary mitigating action has been taken and that there are robust arrangements in place to ensure any necessary ongoing actions are delivered.

## Section 2 – Summary of proposal

Please give a brief summary of the proposed service change / policy/ strategy/ budget change/project plan/ key decision

**Please summarise briefly:**

What is the proposed decision or change?  
What are the reasons for the decision or change?  
What outcomes are you hoping to achieve from this change?  
Who will be impacted by the project or change - staff, service users, or the wider community?

The Delegated Authority report refers to the new VSS Maintenance Contract

This new contract will cover a 5-year period with an option to extend for a further 1+1 years this will allow the continuation of the services that are currently being delivered at the [Enfield Public Safety Centre](#) (EPSC) to cover the following:

- Maintenance of 1073 VSS cameras located with in the borough of Enfield.
- Over 400 Lone worker units that are used within the Council.
- Disaster Recovery (DR) site for Cardiff Council
- Intruder / Panic alarm monitoring.
- 31 Deployable cameras & deployment

Further information on this service click on the link:

<https://www.enfield.gov.uk/services/community-safety/closed-circuit-television-cctv>

The new contract will ensure continuity of service is applied throughout in supporting the Council's commitment to improve Community Safety in the Borough and ensuring that Enfield is a safer place to live, work, study and visit. And all equipment is maintained to a quality standard.

All engineer resource that will be supplied are fully qualified to industry standards and during the existing contract have assisted the Council on achieving the relevant British standards certification to operate as an Alarm Receiving Centre (ARC).

The contract has also been successful in aiding the police and other 3<sup>rd</sup> parties to obtain evidence relating to all types of crimes categories which includes over 20,000 incidents since the Enfield Public safety centre was opened in 2003. Continued partnership working is in place with third parties ranging from Policing teams and emergency services to Insurance and solicitor requests for evidence.

Under the new contract the contractor also has an Equality and Diversity Policy document around operational delivery which will be managed along with the social values requirements that were completed under the Procurement Process this will ensure that the contractor delivers and provides support for Enfield around recruitment and community-based projects during the term of the contract.

## Section 3 – Equality analysis

This section asks you to consider the potential differential impact of the proposed decision or change on different protected characteristics, and what mitigating actions should be taken to avoid or counteract any negative impact.

According to the Equality Act 2010, protected characteristics are aspects of a person's identity that make them who they are. The law defines 9 protected characteristics:

1. Age
2. Disability
3. Gender reassignment.
4. Marriage and civil partnership.
5. Pregnancy and maternity.
6. Race
7. Religion or belief.
8. Sex
9. Sexual orientation.

At Enfield Council, we also consider socio-economic status as an additional characteristic.

“Differential impact” means that people of a particular protected characteristic (eg people of a particular age, people with a disability, people of a particular gender, or people from a particular race and religion) will be significantly more affected by the change than other groups. Please consider both potential positive and negative impacts, and provide evidence to explain why this group might be particularly affected. If there is no differential impact for that group, briefly explain why this is not applicable.

Please consider how the proposed change will affect staff, service users or members of the wider community who share one of the following protected characteristics.

**Detailed information and guidance on how to carry out an Equality Impact Assessment is available [here](#). (link to guidance document once approved)**

### Age

This can refer to people of a specific age e.g. 18-year olds, or age range e.g. 0-18 year olds.

Will the proposed change to service/policy/budget have a **differential impact [positive or negative]** on people of a specific age or age group (e.g. older or younger people)?

Please provide evidence to explain why this group may be particularly affected.

The decision to procure a new VSS maintenance Contract will not have an impact on the existing services currently provided. The new VSS Maintenance contract will continue to benefit all people regardless of their protected characteristics.

Historically, Enfield Public Safety Centre has contributed to the prevention and detection of crime and anti-social behaviour and supports the police and other 3<sup>rd</sup> parties to obtain evidence relating to all types of crime. This has included over 20,000 incidents since the specialist VSS centre (the Enfield Public Safety Centre) was opened in 2003. To further enhance community safety, and the prevention and detection of crime, additional cameras have been installed over the last year to increase coverage of various public spaces, including parks, schools, and youth centres which have been maintained under this contract

Through the new VSS Maintenance contract, we will ensure that 24/7 VSS Maintenance of all equipment is kept operational to the highest standard and continue to assist in the prevention and detection of crime, which will benefit people of all ages.

By continuing to enhance community safety, in part through VSS monitoring, we will also help to foster good relations between residents who do and do not share a protected characteristic and between all residents and community safety practitioners, including the police.

### Mitigating actions to be taken

No mitigating action identified as being required

### Disability

A person has a disability if they have a physical or mental impairment which has a substantial and long-term adverse effect on the person's ability to carry out normal day-day activities.

This could include: physical impairment, hearing impairment, visual impairment, learning difficulties, long-standing illness or health condition, mental illness,

substance abuse or other impairments.

Will the proposed change to service/policy/budget have a **differential impact [positive or negative]** on people with disabilities?

Please provide evidence to explain why this group may be particularly affected.

The decision to procure a new VSS maintenance Contract will not have an impact on the existing services currently provided. The new VSS Maintenance contract will continue to benefit all people regardless of their protected characteristics.

Historically, Enfield Public Safety Centre has contributed to the prevention and detection of crime and anti-social behaviour and supports the police and other 3<sup>rd</sup> parties to obtain evidence relating to all types of crime. This has included over 20,000 incidents since the specialist VSS centre (the Enfield Public Safety Centre) was opened in 2003. To further enhance community safety, and the prevention and detection of crime, additional cameras have been installed over the last year to increase coverage of various public spaces, including parks, schools, and youth centres which have been maintained under this contract

Through the new VSS maintenance contract, we will ensure that 24/7 VSS monitoring will continue to assist in the prevention and detection of crime, which will benefit all local residents regardless of whether they have a disability.

By continuing to enhance community safety, in part through VSS monitoring, we will also help to foster good relations between residents who do and do not share a protected characteristic and between all residents and community safety practitioners, including the police.

#### **Mitigating actions to be taken**

No mitigating action identified

#### **Gender Reassignment**

This refers to people who are proposing to undergo, are undergoing, or have undergone a process (or part of a process) to reassign their sex by changing physiological or other attributes of sex.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on transgender people?

Please provide evidence to explain why this group may be particularly affected.

The decision to procure a new VSS maintenance Contract will not have an impact on the existing services currently provided. The new VSS Maintenance contract will continue to benefit all people regardless of their protected characteristics.

Historically, Enfield Public Safety Centre has contributed to the prevention and detection of crime and anti-social behaviour and supports the police and other 3<sup>rd</sup> parties to obtain evidence relating to all types of crime. This has included over 20,000 incidents since the specialist VSS centre (the Enfield Public Safety Centre) was opened in 2003. To further enhance community safety, and the prevention and detection of crime, additional cameras have been installed over the last year to increase coverage of various public spaces, including parks, schools, and youth centres which have been maintained under this contract

Through the new VSS maintenance contract, we will ensure that 24/7 VSS monitoring will continue to assist in the prevention and detection of crime, which will benefit all local residents, regardless of whether they are undergoing or have undergone a process to reassign their sex.

By continuing to enhance community safety, in part through VSS monitoring, we will also help to foster good relations between residents who do and do not share a protected characteristic and between all residents and community safety practitioners, including the police.

#### **Mitigating actions to be taken**

No mitigating action identified

#### **Marriage and Civil Partnership**

Marriage and civil partnerships are different ways of legally recognising relationships. The formation of a civil partnership must remain secular, where-as a marriage can be conducted through either religious or civil ceremonies. In the U.K both marriages and civil partnerships can be same sex or mixed sex. Civil partners must be treated the same as married couples on a wide range of legal matters.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people in a marriage or civil partnership?

Please provide evidence to explain why this group may be particularly affected.

The decision to procure a new VSS maintenance Contract will not have an impact on the existing services currently provided. The new VSS Maintenance contract will continue to benefit all people regardless of their protected characteristics.

Historically, Enfield Public Safety Centre has contributed to the prevention and detection of crime and anti-social behaviour and supports the police and other 3<sup>rd</sup> parties to obtain evidence relating to all types of crime. This has included over 20,000 incidents since the

specialist VSS centre (the Enfield Public Safety Centre) was opened in 2003. To further enhance community safety, and the prevention and detection of crime, additional cameras have been installed over the last year to increase coverage of various public spaces, including parks, schools, and youth centres which have been maintained under this contract

Through the new VSS maintenance contract, we will ensure that 24/7 VSS monitoring will continue to assist in the prevention and detection of crime, which will benefit all local residents, regardless of their marital or civil partnership status.

By continuing to enhance community safety, in part through VSS monitoring, we will also help to foster good relations between residents who do and do not share a protected characteristic and between all residents and community safety practitioners, including the police.

#### **Mitigating actions to be taken**

No mitigating action identified

#### **Pregnancy and maternity**

Pregnancy refers to the condition of being pregnant or expecting a baby. Maternity refers to the period after the birth and is linked to maternity leave in the employment context. In the non-work context, protection against maternity discrimination is for 26 weeks after giving birth, and this includes treating a woman unfavourably because she is breastfeeding.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on pregnancy and maternity?

Please provide evidence to explain why this group may be particularly affected.

The decision to procure a new VSS maintenance Contract will not have an impact on the existing services currently provided. The new VSS Maintenance contract will continue to benefit all people regardless of their protected characteristics.

Historically, Enfield Public Safety Centre has contributed to the prevention and detection of crime and anti-social behaviour and supports the police and other 3<sup>rd</sup> parties to obtain evidence relating to all types of crime. This has included over 20,000 incidents since the specialist VSS centre (the Enfield Public Safety Centre) was opened in 2003. To further enhance community safety, and the prevention and detection of crime, additional cameras have been installed over the last year to increase coverage of various public spaces, including parks, schools, and youth centres which have been maintained under this contract



Through the new VSS maintenance contract, we will ensure that 24/7 VSS monitoring will continue to assist in the prevention and detection of crime, which will benefit all local residents, including people who are pregnant or have just had a baby.

By continuing to enhance community safety, in part through VSS monitoring, we will also help to foster good relations between residents who do and do not share a protected characteristic and between all residents and community safety practitioners, including the police.

**Mitigating actions to be taken**

No mitigating action identified

**Race**

This refers to a group of people defined by their race, colour, and nationality (including citizenship), ethnic or national origins.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people of a certain race?

Please provide evidence to explain why this group may be particularly affected.

The decision to procure a new VSS maintenance Contract will not have an impact on the existing services currently provided. The new VSS Maintenance contract will continue to benefit all people regardless of their protected characteristics

Historically, Enfield Public Safety Centre has contributed to the prevention and detection of crime and anti-social behaviour and supports the police and other 3<sup>rd</sup> parties to obtain evidence relating to all types of crime. This has included over 20,000 incidents since the specialist VSS centre (the Enfield Public Safety Centre) was opened in 2003. To further enhance community safety, and the prevention and detection of crime, additional cameras have been installed over the last year to increase coverage of various public spaces, including parks, schools, and youth centres which have been maintained under this contract

Through the new VSS maintenance contract, we will ensure that 24/7 VSS monitoring will continue to assist in the prevention and detection of crime, which will benefit all local residents, regardless of their ethnicity.

By continuing to enhance community safety, in part through VSS monitoring, we will also help to foster good relations between residents who do and do not share a protected characteristic and between all residents and community safety practitioners, including the police.

**Mitigating actions to be taken**

No mitigating action identified

### Religion and belief

Religion refers to a person's faith (e.g. Buddhism, Islam, Christianity, Judaism, Sikhism, Hinduism). Belief includes religious and philosophical beliefs including lack of belief (e.g. Atheism). Generally, a belief should affect your life choices or the way you live.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people who follow a religion or belief, including lack of belief?

Please provide evidence to explain why this group may be particularly affected.

The decision to procure a new VSS maintenance Contract will not have an impact on the existing services currently provided. The new VSS Maintenance contract will continue to benefit all people regardless of their protected characteristics.

Historically, Enfield Public Safety Centre has contributed to the prevention and detection of crime and anti-social behaviour and supports the police and other 3<sup>rd</sup> parties to obtain evidence relating to all types of crime. This has included over 20,000 incidents since the specialist VSS centre (the Enfield Public Safety Centre) was opened in 2003. To further enhance community safety, and the prevention and detection of crime, additional cameras have been installed over the last year to increase coverage of various public spaces, including parks, schools, and youth centres which have been maintained under this contract

Through the new VSS maintenance contract, we will ensure that 24/7 VSS monitoring will continue to assist in the prevention and detection of crime, which will benefit all local residents, regardless of their religion or belief.

By continuing to enhance community safety, in part through VSS monitoring, we will also help to foster good relations between residents who do and do not share a protected characteristic and between all residents and community safety practitioners, including the police.

### Mitigating actions to be taken

No mitigating action identified

### Sex

Sex refers to whether you are a female or male.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on females or males?

Please provide evidence to explain why this group may be particularly affected.

The decision to procure a new VSS maintenance Contract will not have an impact on the existing services currently provided. The new VSS Maintenance contract will continue to benefit all people regardless of their protected characteristics.

Historically, Enfield Public Safety Centre has contributed to the prevention and detection of crime and anti-social behaviour and supports the police and other 3<sup>rd</sup> parties to obtain evidence relating to all types of crime. This has included over 20,000 incidents since the specialist VSS centre (the Enfield Public Safety Centre) was opened in 2003. To further enhance community safety, and the prevention and detection of crime, additional cameras have been installed over the last year to increase coverage of various public spaces, including parks, schools, and youth centres which have been maintained under this contract

Through the new VSS maintenance contract, we will ensure that 24/7 VSS monitoring will continue to assist in the prevention and detection of crime, which will benefit all local residents, regardless of their sex.

By continuing to enhance community safety, in part through VSS monitoring, we will also help to foster good relations between residents who do and do not share a protected characteristic and between all residents and community safety practitioners, including the police.

#### **Mitigating actions to be taken**

No mitigating action identified

#### **Sexual Orientation**

This refers to whether a person is sexually attracted to people of the same sex or a different sex to themselves. Please consider the impact on people who identify as heterosexual, bisexual, gay, lesbian, non-binary or asexual.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people with a particular sexual orientation?

Please provide evidence to explain why this group may be particularly affected.

The decision to procure a new VSS maintenance Contract will not have an impact on the existing services currently provided. The new VSS Maintenance contract will continue to

benefit all people regardless of their protected characteristics.

Historically, Enfield Public Safety Centre has contributed to the prevention and detection of crime and anti-social behaviour and supports the police and other 3<sup>rd</sup> parties to obtain evidence relating to all types of crime. This has included over 20,000 incidents since the specialist VSS centre (the Enfield Public Safety Centre) was opened in 2003. To further enhance community safety, and the prevention and detection of crime, additional cameras have been installed over the last year to increase coverage of various public spaces, including parks, schools, and youth centres which have been maintained under this contract

Through the new VSS maintenance contract, we will ensure that 24/7 VSS monitoring will continue to assist in the prevention and detection of crime, which will benefit all local residents, regardless of their sexual orientation.

By continuing to enhance community safety, in part through VSS monitoring, we will also help to foster good relations between residents who do and do not share a protected characteristic and between all residents and community safety practitioners, including the police.

#### **Mitigating actions to be taken**

No mitigating action required

#### **Socio-economic deprivation**

This refers to people who are disadvantaged due to socio-economic factors e.g. unemployment, low income, low academic qualifications or living in a deprived area, social housing or unstable housing.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people who are socio-economically disadvantaged?

Please provide evidence to explain why this group may be particularly affected.

The decision to procure a new VSS maintenance Contract will not have an impact on the existing services currently provided. The new VSS Maintenance contract will continue to benefit all people regardless of their protected characteristics.

Historically, Enfield Public Safety Centre has contributed to the prevention and detection of crime and anti-social behaviour and supports the police and other 3<sup>rd</sup> parties to obtain evidence relating to all types of crime. This has included over 20,000 incidents since the specialist VSS centre (the Enfield Public Safety Centre) was opened in 2003. To further enhance community safety, and the prevention and detection of crime, additional cameras have been installed over the last year to increase coverage of various public spaces, including parks, schools, and youth centres which have been maintained under this contract

coverage of various public spaces, including parks, schools, and youth centres.

Through the new VSS maintenance contract, we will ensure that 24/7 VSS monitoring will continue to assist in the prevention and detection of crime, which will benefit all local residents, regardless of their socio-economic status.

By continuing to enhance community safety, in part through VSS monitoring, we will also help to foster good relations between residents who do and do not share a protected characteristic and between all residents and community safety practitioners, including the police.

**Mitigating actions to be taken.**

No mitigating action required

## Section 4 – Monitoring and review

How do you intend to monitor and review the effects of this proposal?

Who will be responsible for assessing the effects of this proposal?

The new contract proposed in the delegated Authority report will allow the council to carry on running the 24/7 services that will ensure that the residents of Enfield have a safer place to live, work, study, and visit. And ensure all of the equipment is maintained to a high standard ensuring we deliver as part of the current council plan for 2023-26.

The new contract also has new social values to deliver around local recruitment and apprentices' schemes which will be managed via the contract. Meetings that will be held monthly with an annual review of the EQIA this will be included in any contract meeting around service delivery as part of the agenda item. This responsibility will be for the Enfield Public Safety Manager and the contractor during the term of the contract feeds into the social values portal during the duration of the contract period. Any required changes will be discussed and monitored in the monthly meetings

Meetings will be held in a presentation format presented by the supplier covering all agenda points Procurement template to be used to ensue meeting structure is carried out.

## Section 5 – Action plan for mitigating actions

Any actions that are already completed should be captured in the equality analysis section above. Any actions that will be implemented once the decision has been made should be captured here.

Identified Issue	Action Required	Lead officer	Timescale/By When	Costs	Review Date/Comments
No negative issues	Equalities will be managed under the new contract with considerations around services monthly and Annual meetings will be held with this as part of the agenda	Darren Woods	Monthly	None	<b>Contracts meeting to be held monthly to cover all areas of the contract requirements</b>
Social values	As part of the new contract and requirements feedback on SVs will form part of the contract feedback and SV Portal during the contracted period including monthly contract meetings	Darren woods	Monthly	None	<b>Contracts meeting to be held monthly social values will be discussed and fed back by the contractor on outcomes</b>







## London Borough of Enfield

<b>Title:</b>	Unconditionality of Meridian Two Development Agreement
<b>Report to:</b>	Cllr Caliskan, Leader of the Council
<b>Date of Report:</b>	13 March 2024
<b>Directors:</b>	<i>Penny Halliday – Director of Meridian Water Ian Davis – CEO</i>
<b>Report Author:</b>	<i>Penny Halliday</i>
<b>Ward(s) affected:</b>	Upper Edmonton
<b>Key Decision Number</b>	KD 5547
<b>Classification:</b>	Part 1 & 2 (Para 3)
<b>Reason for exemption</b>	Information relating to the financial affairs of any particular person including the authority holding that information

### Purpose of Report

1. The purpose of the report is to seek approval for the Meridian Two Development Agreement with Vistry Partnerships Limited and Vistry Group to go unconditional.

## Recommendations

- I. Approve the Meridian Two Development Agreement to go unconditional subject to grant funding agreement.
- II. Delegate authority to the Director of Meridian Water to finalise the terms of the GLA grant agreement.
- III. Delegate authority to the Director of Meridian Water to enter into the GLA grant agreement (in consultation with the Director of Finance (Capital) and the Director of Law and Governance).

## Background and Options

2. Meridian Two is the former gas holder site located between IKEA to the North and an industrial estate to the South, shown in yellow in the below Site Plan graphic **(A.1)**. It is a residential led mixed use scheme with 274 affordable homes and a minimum of 3000m<sup>2</sup> non-residential spaces.



**A.1 - Meridian Water site plan**



**A.2 Photographic Image of M2 Site**

3. Following a competitive procurement process, Cabinet approved the selection of a Development Partner to deliver this site in March 2020 (KD4952 – “Meridian Water: Meridian Two, selection of Development Partner”). This approval stated that the 274 homes would be affordable and the 3000m<sup>2</sup> of non-residential spaces would be retained by the Council.
4. In October 2021 the Executive Director – Place, approved an Operational Decision (PL21/8039 O NOD) to enter into a conditional Development Agreement with Vistry Partnerships. This Operational Report set out the final terms of the Meridian Two Development Agreement and sought authority from the Programme Director of Meridian Water, in consultation with the Director of Law and Governance, the Director of Property and Economy and the Executive Director of Resources, to approve those terms.
5. Following these approvals, Officers have worked to finalise terms with the selected partner, Vistry Partnerships and Vistry Group, and entered into a conditional Development Agreement on 21 October 2021. Vistry Partnerships then entered into a sale agreement with Metropolitan Thames Valley Housing (MTVH) as the Registered Provider who will own and manage the homes when completed.
6. As stated previously, the Council will retain the non-residential spaces. Under the DA the non-residential spaces are identified as “workspace” defined as “*use in accordance with Class “B1” pursuant to the Town and Country Planning (Use Classes) Order 1987 (as amended)*”.
7. Vistry are obliged to ensure the non-residential spaces are developed in line with the “Workspace Units Specification” which is the “Shell and Core Plus Standard”.

8. Meridian Two was the first Reserved Matters Application to be submitted pursuant to the Phase Two Outline Planning Permission 19/02718/RE3 which was approved 31st March 2022.
9. Between December 2022 and July 2023, Central Government introduced regulations pertaining to high-rise housing. These regulations stated that all new residential high-rise buildings exceeding a height of 18 meters had to incorporate a second staircase.
10. Following the publication of these regulations and associated guidance, Vistry redesigned the scheme to incorporate a second staircase and submitted a non-material amendment (NMA), as per section 96A of the Town and Country Planning Act 1990 (as amended).
11. On 31 March 2023, the Council entered into a Deed of Variation (DoV) to amend the conditions long stop date to 30 September 2023.
12. The amendments to the Reserved Matters Approval (Ref 22/02098/RM), include:
  - The addition of a second staircase into each core of the four buildings.
  - The adjustment of each building core in terms of orientation.
  - A redesign of the primary stair/lift location and size to accommodate the extra area required for the new staircase and orientations to residential cores.
  - The amendment of the dwelling unit mix approved pursuant to the Reserved Matters Approval,
  - A reduction in the quantum of workspace approved at podium level by 2 square metres from 3,014 square metres (GIA) to 3,012 square metres, this still meets the DA minimum requirement of 3000 square metres.
  - A reduction in total GIA floorspace by 46 square metres from 30,742 square metres (GIA) to 30,696 square metres.
  - The removal of a dedicated access corridor for residents from the car park to the external façade. This is because direct access can be provided internally from the car park to the lift/stair core in the revised layout.
  - The replanning of the ground floor to accommodate the revised stair cores and new risers, this includes revised access points to cycle parking, bin stores and post rooms.
13. The NMA was approved on 14 December 2023

#### Other options

14. Due to viability challenges across the whole of Meridian Water, the losses could not be covered within the wider scheme.

15. Therefore, at the time Officers were unable to provide a recommendation to go unconditional on the DA and alternative options were explored.
16. The first option was to optimise the scheme by increasing the number of homes to 453 and improving both the quality of the accommodation and the public realm. Whilst this option would not be able to deliver a 100% affordable scheme, it would still provide the same number of London Affordable Rent (LAR) homes in the 274 scheme. It would also improve the overall scheme viability and attract a significant capital receipt for the Council. However, this option would cause significant delays to the delivery of the parcel as a revised planning application would be required along with potentially a new procurement process.
17. A second option was to seek a funding intervention from the GLA.

### Preferred Option and Reasons For Preferred Option

18. Although an optimised scheme has advantages, the delays to delivery are significant. The current scheme offers 100% affordable homes and is “shovel ready”, this means it can quickly meet the high housing need and demand, avoiding delays and uncertainties.
19. Due to the aforementioned viability issues, the GLA was approached for gap funding intervention to enable the Council to proceed with this scheme.
20. After months of negotiation led by officers, GLA has agreed “in principle” to provide a substantial funding intervention.
21. Officers also led the legal negotiations with the GLA, making it possible for the funding to go directly to the Council, rather than passing through MTVH and Vistry.
22. As a result of Enfield’s actions, the grant intervention has enabled the scheme to proceed.
23. The following tables breakdown the Residential and Tenure mixes

<b>Bedroom size (b = Bedroom, p=people)</b>	<b>Original mix</b>	<b>Revised mix</b>	<b>Difference</b>
Studio 1b1p	3	3	0
1b2p	64	74	+10
2b3p	32	58	+26
2b4p	91	66	-25
3b5p	84	73	-11
<b>Total</b>	<b>274</b>	<b>274</b>	

#### **A.3 Residential Mix**

<b>Tenure</b>	<b>No</b>
London Affordable Rent (LAR)	131
London Living Rent (LLR)	95
Shared Ownership (SO)	48
<b>Total</b>	<b>274</b>

#### **A.4 Tenure Mix**

#### Non-residential space

24. The expectation in 2019 was that industrial uses could be “pepper potted” across multiple locations throughout the Meridian Water site as part of the “Make & Create” placemaking pillar.

25. However, this dispersed approach has been reviewed and it is now deemed appropriate to concentrate industrial uses within particular areas of Meridian Water to ensure they are best located in terms of both a placemaking perspective and occupier requirements. This decision has been informed by market insights and comparable case studies, including a review by Newbridge Advisors and Haworth Tompkins architects.

26. Rather than accommodating industrial uses as part of Meridian Two, these are being encouraged in the ‘Northern Band’ of Meridian Water. In this northern location, industrial uses can benefit from strong access connections and help to ‘buffer’ residents to the south from the noise and fumes of the North Circular Road. This approach aligns to the Meridian West SPD (adopted July 2023) and the Strategic Industrial Land (SIL) strategy for Meridian Water overall.

27. For Meridian Two at the south of Phase 2, options are being explored to ensure that we deliver non-residential spaces appropriate to the needs of the future residents of the development. For example, there is potential for retail, health, and /or food and beverage uses to activate the area in support of the placemaking objectives for Meridian Water overall. This is particularly important at Meridian Two given that it is the first Phase 2 plot to be built out.

28. An amendment will be required to secure planning permission for non-residential uses that differ from the outline parameter plans. Supporting evidence will be provided as part of the amendment application to ensure that the uses for Meridian Two better align to the overall visions and aims for Meridian Water.

29. The below table details the draft timelines for the programme

<b>Block</b>	<b>Tenure</b>	<b>No.</b>	<b>Practical Completion (PC) Date</b>
A	London Affordable Rent (LAR)	92	February 2027

B	Shared Ownership (LO)	48	December 2026
C	London Affordable Rent (LAR)	39	December 2026
D	London Living Rent (LLR)	95	February 2027
		<b>274</b>	

### ***A.5 Draft Programme***

30. There are Landowner conditions in the DA which, amongst others, relate to the Strategic Infrastructure Works (SIW) namely Leaside Rd improvements, Brooks Park, Bridge B5 and the Central Spine Road. Vistry have step in rights and can levy Liquidated Ascertained Damages (LADs) in relation to each Block if these works are not completed prior to the date of practical completion of the relevant Block. Those practical completion dates cannot be before the following dates:

31. The below table details the SIW programme elements associated with Meridian Two pre-occupation obligations.

<b>SIW works</b>	<b>Practical Completion Date</b>
Bridge B5	August 25
Brooks Park	December 25
Central spine Road	December 25
Leaside Road	December 25

### ***A.6 SIW Programme Details***

#### Legal Information

32. Browne Jacobson our external lawyers have been instructed in relation to taking the DA “unconditional” and the GLA grant funding..

33. The Council entered into the DA for the redevelopment of the site known as “Meridian 2”. The DA was then varied by the DoV to update and push out some of the dates in the DA, notably in this context the Conditions Longstop Date was amended to 30 September 2023.

34. The DA is a conditional agreement. This means that certain obligations in the Development Agreement do not ‘go live’ (primarily the obligation on Vistry to actually carry out the development works) until the Conditions are satisfied. The DA is currently still conditional because not all Conditions have been satisfied.

35. Three condition precedents remain unsatisfied:

- Landowner’s Pre-Commencement condition requires the Council to have submitted and obtained approval for a number of strategies and plans required under the Phase 2 Outline Permission.
- Association Condition – the Developer to have entered into an unconditional agreement with a Registered Provider to purchase all of the homes.

- The Developer's Planning Condition - This condition is satisfied when 50 days have passed following the date a Satisfactory Planning Consent was granted by the Council as the local planning authority. A Satisfactory Planning Consent encompasses (i) the approval of the reserved matters and (ii) entry into the s.106 agreement and any other planning agreement. Currently, (i) an outline planning permission has been obtained, (ii) a reserved matters approval has been obtained but (iii) the s.106 agreement remains outstanding.

36. When the Development Agreement goes unconditional, this acts a trigger for Vistry and the Council to enter into numerous other documents to govern the next stage of the Development. The documents to be entered into or formalised are:

**Building Lease** – a Lease of the Site granted by the Council to Vistry under which they can undertake the Works

**Licence** – A licence for Vistry to carry out Works on the Licence Area forming part of the site.

**Council Assets Agreement for Lease** – an agreement for a Council Assets Lease. This essentially is an agreement under which the council promises to take a lease of the workspace units once they have been completed.

**Connection Agreement** entered into by Vistry relating to connection to the Heat Network with Energetik as the counter party

**Framework Supply Agreement** entered into by Vistry relating to connection to the Heat Network with Energetik as the counter party

**Section 106 Agreement:** Vistry need to enter into this simultaneously with Building

37. The Council will be required to produce engrossment versions of the Building Lease, Licence and Council Assets Agreement for Lease for Vistry to execute. The Council will then need to enter into these documents within 5 working days of receiving the signed copies from Vistry.

38. Vistry will be responsible for creating engrossments of the Framework Supply Agreement and Connection Agreement and will deliver these to the Council together with the other documents. These will then be completed at the same time as the Building Lease is granted.



39. The Council is required to pay Vistry the “landowners land value payment” (clause 3.6.1) on the Building Lease Completion Date. This is the remainder of the sum which has not already been paid by the Council in relation to the Enabling Works Costs.

40. The dates in the DA will be amended, the most important ones for the Council commercially are the “Block Dwelling PC Dates”. These dates are key as the Block Dwelling PC Dates are the earliest dates by which Vistry can practically complete the blocks and act as the trigger point for payment of the aforementioned LADs to Vistry, if the pre-occupation works have not been completed.

41. Some further amendments will also be required to the DA to reflect the GLA grant being given to the Council and the other points raised in this report. The detail of this will need to be determined and negotiated once we receive the draft grant funding terms from GLA but in principle the following will need to be addressed:

- a. a written acknowledgement of when the “Unconditional Date” occurred so that it is clear for the Council and Vistry in the future;
- b. The GLA grant will require MTVH to enter into a deed of covenant in relation to their use of the Affordable Dwellings which will ultimately be leased to them by Vistry. As the Council does not have a direct contractual relationship with MTVH it will need to ensure Vistry procures this deed of covenant from MTVH.
- c. The Council want to potentially change the use class of the Workspace Units which will necessitate amends to the Council Agreement for Lease to ensure this flexibility is given in the form of lease ultimately entered into by the Council for these units.

42. The Council will also need to monitor the subsidy control position in relation to the GLA Grant prior to entering into the grant funding agreement and going “unconditional”. The GLA have confirmed that they are satisfied that giving the grant to the Council does not involve a “subsidy” but the Council will need to monitor that it is either a) not giving any subsidy to Vistry and/or MTVH; or b) if it is then it can give that subsidy in compliance with the subsidy control regime.

43. Risk - The below table sets out some of the key risks and mitigations associated with this.

Risk	Mitigation
Delays to the SIW works - resulting in the Council not meeting pre-occupation obligations	LAD provisions in the SIW contract. Robust contract management in place including early warning mechanism, and escalation

Delays to non-residential Practical Completion (PC)	LAD provisions in the DA
Unable to change the non-residential use class	Robust planning strategy to be devised
Unable to rent the non-residential ground floor commercial spaces	Robust strategy and marketing to be in place 18 months prior to PC
Limited powers under the DA to ensure the quality of the design from RIBA 4 onwards	Work closely with MTVH to use the provision in their agreement to ensure the design quality is not eroded

### **A.7 Risks and Mitigations**

#### Financial Viability

44. See part 2

45. There is a difference between the S106 obligations requested by the LPA and those set out in the DA. Officers have requested further information from Vistry to ascertain the financial implications for the Council.

#### **Relevance to Council Plans and Strategies**

46. Meridian Water is a key component in contributing to the vision, aims and priorities of the Council's Corporate Plan.

47. **An economy that works for everyone** – In addition to delivering jobs within the construction industry during the construction phase of the project, Meridian Two will deliver a substantial new ground floor workspace of 3000m<sup>2</sup> that will be retained by the Council, providing ongoing high quality employment opportunities. The Development Agreement also includes a number of Social Value obligations.

48. **More and better homes** – Meridian Two will deliver 274 homes of which 100% will be affordable with 50% for London Affordable Rent (LAR), and 50% as "Intermediate" to include shared ownership, London Living Rent and other rental products, helping to meet the high housing needs of the borough. The Council will benefit from nomination rights for the LAR homes, and the intermediate homes will be allocated in accordance with the Council's own intermediate housing policy

49. **Thriving children and young people** – Alongside providing housing at a range of sizes that support numerous family structures, Meridian Two will also support children and young people through the creation of safe and integrated play areas.

50. **Clean and green places** – Meridian Two will benefit from immediate proximity and outlook to the new two hectare 'Brooks Park' which will be delivered as part of the SIW, providing a high quality and ecologically rich amenity with naturalisation of the Pymmes and Salmons Brooks. The

scheme will also benefit from proximity and outlook onto the Lea Valley and Tottenham Marshes.

### **Financial Implications**

51. See Part 2

### **Legal Implications**

52. Browne Jacobson LLP have inputted into this report from a legal perspective, including the legal section above, focusing on any anticipated amendments to the delivery/structuring of the project.

53. The Council has general powers under S1 of the Localism Act 2011 to pursue the actions set out in this report, including entering into a Grant Funding Agreement with the GLA and taking the DA “unconditional”.

54. See Part 2

### **Equalities Implications**

55. N/A

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### **Appendices**

Part 2 Report

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By virtue of paragraph(s) 3 of Part 1 of Schedule 12A  
of the Local Government Act 1972.

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