

MUNICIPAL YEAR 2018/2019 REPORT NO.

MEETING TITLE AND DATE:
Key Decision

REPORT OF:
Director of Law and Governance

Contact officer and telephone number:

Agenda – Part:1

Item: KD4786

Subject: Approval to extend the Current Contract for CCTV monitoring and Alarm Response & Manned Guarding Services, Traffic Enforcement

Cabinet Member consulted:

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1. EXECUTIVE SUMMARY

- 1.1 The London Borough of Enfield's current contract for the provision of CCTV and Alarm monitoring and manned Guarding services is due to expire in June 2019.
- 1.2 The current contractor is Outsourced Client Solutions (OCS). They have provided the Council with a good service since their contract commenced in 2015. During the period of the contract the provision of manned guarding for all corporate buildings was added to the services provided by Facilities Management in Sept 2016.

2. RECOMMENDATIONS

- 2.1 To extend the current contract for one year with the option of a further one-year extension.

3. BACKGROUND

- 3.1 The OCS contract started in June 2015 after a full tender process was completed, supported by procurement and legal teams following the PQQ process.
- 3.2 OCS won the contract in supplying CCTV monitoring/alarm services and traffic enforcement with the addition of manned guarding and key-holding services for Facilities Management, covering Council corporate buildings and out of hours services.
- 3.3 The contract covers the monitoring of all of the London Borough of Enfield's cameras this includes traffic enforcement and alarm receiving for some of the corporate buildings, also management of the Council's lone worker system, monitoring for Council Housing estates, and a disaster recovery service for Cardiff Council.
- 3.4 OCS staff work a 4 on 4 off shift pattern with on-site OCS team manager covering a 24/7 service in 12-hour shifts. See breakdown in the Part 2 report.

3.5 The contract is providing good service and value, which will be disrupted if a full tendering process is required in the current year. It was intended that the contract would be extended if agreed conditions were as favourable.

4. ALTERNATIVE OPTIONS CONSIDERED

The alternatives considered were: -

- 4.1 Not to provide the current services supplied by the current contractor this would leave staff, the public and Council sites vulnerable.
- 4.2 To undertake a full OJEU tendering process immediately. This option could not now be completed before the end of the current contract.
- 4.3 The current contract allows for an extension, which would be the preferred option enabling a review of the contract specification and retendering during the extension period.

5. REASONS FOR RECOMMENDATIONS

- 5.1 The current security/monitoring contract with OCS allows an extension or up to two years. Putting this extension in place will allow time to go through the normal retendering process.
- 5.2 The current contract service provider has delivered successfully since 2015 against a suite of performance measures determined locally and has additionally achieved a number of awards from the Metropolitan Police. OCS additionally provide services to the London Borough of Barnet, who rent a space within the Public Safety Centre and are keen to develop this partnership.

6. COMMENTS FROM OTHER DEPARTMENTS

6.1 Financial Implications

The cost outlined in the report will be managed within the existing budget

6.2 Legal Implications

6.2.1 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. There is no express prohibition, restriction or limitation contained in a statute against use of the power in this way.

6.2.2 The proposal to extend the contract as set out in this report are consistent with this power and the use of the Council in this scenario facilitates this function in accordance with Section 111 of the Local Government Act 1972.

6.2.3 In furtherance of the contract terms and the Council's Procedure Rules, the Council can extend the contract for up to a further period of two years.

6.2.4 Any legal documentation connected with the extension of the contract must be drafted in a form approved by the Director of Law and Governance.

6.2.5 The Council must also adhere to the Duty of Best Value in accordance with the Local Government Act 1999.

6.3 Property Implications

No implication on current property.

6.4 Procurement Implications

The process is set out in the report

6.4.1 The EPSC contract can be extended allowing time to undertake a full OJEU tendering process.

7. KEY RISKS

7.1. There is a reputational and operational service delivery risk to the Authority Of not operating the public system and Personnel safety services it provides Council staff and public as per the current operational contract that is currently in place

8 IMPACT ON COUNCIL PRIORITIES – CREATING A LIFETIME OF OPPORTUNITIES IN ENFIELD

8.1 Good homes in well-connected neighbourhoods

8.2 Sustain strong and healthy communities

8.3 Build our local economy to create a thriving place

9. EQUALITIES IMPACT IMPLICATIONS

9.1 There is an obligation on the Contractor and subcontractors to comply with the Council's relevant policies and codes of practice in relation to employment and compliance with the Equality Act 2010. The contract will allow officers to monitor and ensure compliance in achieving a high standard of improved service provision also to ensure that the Council's commitment to diversity is maintained

10. PERFORMANCE and DATA IMPLICATIONS

10.1 The contract has a service specification that contains detailed performance and benchmarking requirements of the Provider, to measure and monitor their performance to contract and industry standards

11. HEALTH AND SAFETY IMPLICATIONS

The Management of Health and Safety at Work Regulations 1999 require employers to manage health and safety by assessing risk. This means that employers must manage in the same way that they manage any other commercial activity, such as security etc.

12. HR IMPLICATIONS

Contracted staff so no HR implications to the Council ref this contract and TUPE will not apply if the contractor remains unchanged.

13. PUBLIC HEALTH IMPLICATIONS

Security and the perceptions of safety are public health issues and people will wish to be assured that Local Authority buildings are safe and secure. However, care should be taken in the deployment and use of security so as not to reinforce the perception that the outside is dangerous and needs guarding against. There should be recognition that 'security' can be a double-edged sword – on the one hand reassuring and protecting and on the other implying that there are threats to be protected against and that the other is not to be trusted. Broad consideration should therefore be given to how 'security' is used and the broader impression it conveys.

Background Papers Current Service contract and approval notice