
CCTV SERVICE CONTRACT

**Responsible Cabinet Member(s) - Councillor Bill Dixon,
Community and Public Protection Portfolio**

Responsible Director(s) -Paul Wildsmith, Director of Corporate Services

Purpose of Report

1. To seek Member approval to extend the current three-year service and maintenance contract on a yearly basis up to a maximum of a further two years.

Information and Analysis

2. In the Cabinet report 16th April, 2002 (Minute Ref. C292/Apr/02) Members were asked to waive Standing Orders relating to the procurement of the CCTV service and maintenance contract to provide continuity of service to the high levels that had been established during a period of temporary service cover by a local company that had carried our significant installation work to a very high standard. The temporary cover had come about because of a drop in the quality standards of the previous contractor.
3. Approval was for a three-year contract expiring in March 2005 (though the actual contract was signed in May 2002). This was subsequently approved by Council on 23rd May, 2002 (Minute Ref. 19/May/02).
4. The service provider who installed the original system and control room had allowed their standards to decline dramatically and to such a low level that the Council were in danger of not meeting their legal requirements in relation to the Data Protection Act 1998 etc. The company that replaced them have provided an excellent service at all times and more than met officer expectations. Despite there being the facility within the contract to levy default charges for missed deadlines and/or poor service, this has only happened on one occasion during the whole contract period.
5. Since being awarded the service and maintenance contract the same company has also won (in open tender) the term contract for new installation works. This contract i.e. the term contract runs for a three-year period with an option to extend to five years. This ties the company to a set scale of charges for that period for installation works for any/all CCTV cameras and associated works.
6. The initial three-year period for the service contract by Cabinet definition expires on 31st March 2005, although, the contract was not signed until May 2002. In the light of the excellent performance officers wish to extend the three-year service and maintenance contract on a year-by-year basis on the same terms and conditions for a maximum for another two years (a five-year total). At that point in time, the initial three-year period for the term contract for new installation will also be up for review. Rather than extend the

term contact for an additional two years, officers would prefer to then re-tender both contracts as one package with a view to increasing both the scope and value for money to the Council.

7. If at any point during the extended period it was felt that the quality of service and maintenance has significantly declined with no hope of retrieving the situation the service contact would then be re-tendered on its own account. On current standards it is not anticipated that this would be the case.
8. During the three-year service period the close working relationship with the service company has led to the development of a mutually beneficial working relationship which has evolved and extended beyond CCTV itself. This has been particularly so in the area of alarm monitoring where the company have elected to transmit any alarm signals from installations that they have installed to the Council's CCTV Control Room, as previously approved by Cabinet (Minute Ref. C88/Sep/04). At the same time as working closely with this company, officers have also become an active member of the Property Risk Management Group where the same issues and problems relating to alarm work in general have been addressed and additional opportunities established. In both respects the net result has been a considerable increase in real income to the Council which is helping to sustain the operation in a variety of ways. In order to retain a substantial alarm contact from a private company our service company have contributed significantly in terms of advice and guidance and actually contributed cash to towards the process of up-grading the Control Room to current BS 5979 standards. That standard has almost been achieved and once in place allows the Control Room deal with any intruder or fire alarm from any source, installed by any company. This has particular relevance to a recent contact put out to tender by Development and Environment for the installation for intruder and fire alarms in school premises. Having the Standard meets all Police, Fire Brigade and Insurance standards. By virtue of having that Standard, officers have established that the Council can insist that irrespective of who wins the tender that all alarms will be linked to the CCTV Control Room.
9. In addition the diversification developments, a Capital Bid has just been approved to upgrade the Control Room to bring it closer to digital technology, make the controlling matrix bigger and more versatile. Additionally, three more cameras will be installed in open spaces around the town. All CCTV Control Rooms have a distinct element of uniqueness and it can take a considerable amount of time for any service company to familiarise themselves with previous installations and techniques. Bearing in mind the considerable development work in and around alarm monitoring the impending changes to the Control Room controlling equipment and the new cameras, officers believe there is a real risk in changing the service and maintenance contract at this point in time. It is vital that the alterations are achieved in a seamless fashion with the minimum disruption to the overall service provision. It is felt that continuing with the existing contract for a relatively short period of time offers the best opportunity of achieving that.

Legal Implications

10. This report has been considered by the Borough Solicitor for legal implications in accordance with the Council's approved procedures. There are no issues which the Borough Solicitor considers need to be brought to the specific attention of Members, other than those highlighted in the report.

Section 17 of the Crime and Disorder Act 1998

11. The contents of this report have been considered in the context of the requirements placed on the Council by Section 17 of the Crime and Disorder Act 1998, namely, the duty on the Council to exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area. It is not considered that the contents of this report have any such effect.

Council Policy Framework

12. The issues contained within this report do not represent change to Council policy or the Council's policy framework, however, they do continue a previous request to waive the contract procedure rules for a further one/two years.

Decision Deadline

13. For the purpose of the 'call-in' procedure this does not represent an urgent matter, however, the issue of the contract being up for renewal suggests that the issue should be dealt with as soon as possible.

Recommendation

14. It is recommended that :-
 - (a) That the existing service and maintenance contract with ESS be extended for a further year, to be reviewed at the end of April 2006.
 - (b) If the service and maintenance has been satisfactory, that a report confirming this be put to Cabinet in April/May 2006 and that the contract be extended for a further one year only to April 2007.
 - (c) At that point both the service and maintenance contract and term contract for new installation will be re-tendered as a combined package on the open market.

Reasons

15. The recommendations are supported by the following reasons :-
 - (a) The Cabinet approval for the term contract for new installation included a clause allowing to officers to continue the contract beyond the original three-year period for a further two years. The contract for the service and maintenance has a clause that allows for a negotiation for further years, but this is different to the Cabinet report and Council report that approved the process for entering that particular contract.
 - (b) Allowing the service and maintenance contract to be extended on a year by year basis (subject to the performance clause) allows the term contract and the service and maintenance contracts to come together in March/April 2006. At that point a broader package can be tendered on the open market with possible benefits to the Council by virtue of what is hoped would be a more lucrative contract attracting interest and competition from more companies.

- (c) The current annual service and maintenance contract is still believed to represent excellent value by officers and by the appointed term consultants (Atkins). The service company have confirmed that they are prepared to keep to the same charges for the two years in question. As well as the monetary consideration the levels and quality of service during the initial three-year period have far exceeded both officers expectations and their previous experience.
- (d) The ongoing work around the application to NSI (National Security Inspectorate) and the alarm monitoring work already in hand make this a sensitive time at which to re-tender and/or change the service provider. Officers believe there is more to be lost than gained by going through such an exercise at this point in time.

Paul Wildsmith
Director of Corporate Services

Background Papers

Reports and Minutes of meetings of Cabinet held on 16th April and 21st September, 2005.
Report and Minutes from meeting of Council held on 23rd May, 2002.

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