

REQUEST FOR DMPC DECISION – DMPCD 2015 132**Title: Investment Requests November 2015****Executive Summary:**

This paper requests the approval of a number of investment decisions with an estimated multi-year value of up to £33.83m.

Recommendation That The DMPC is asked to approve:**Veterinary Services**

1. The request to initiate procurement activity for the provision of veterinary services for the MPS Mounted Branch and Dog Support Unit, subject to the MPS having a clear funding envelope to deliver future services;

Traditional Forensics Services

2. The award of the following contract extensions with a total value of £14.59m as set out below:
 - a. DNA Profiling Services contracts with Orchid Cellmark Ltd and LGC Ltd for a period of up to 11 months with a total value of £6.62m;
 - b. Drugs Analysis to LGC Ltd for a period of 11 months and 14 days with a value of £1.18m;
 - c. Analytical Services to Orchid Cellmark Ltd and LGC Ltd for 11 months and 2 days with a total value of £5.89m;
 - d. Environmental Analysis, Drugs and Analytical Services to Key Forensics Ltd for 11 months with a value of £0.9m;

Met Trace Corporate Sponsorship

3. The seeking of a corporate sponsor for MetTrace, subject to the MPS exploring opportunities to work in partnership with TfL;

Special Policing Services at the O2

4. The Special Police Services Agreement with AnSCO Services Ltd for provision of policing services at The O2 for a 3 year period with an estimated value of £968k;

Special Policing Services with Arsenal and Tottenham Football Clubs

5. The Special Police Services Agreement with Arsenal and Tottenham Hotspur Football Clubs for up to three years with an estimated value of £910k.

Consultancy and Contingent Labour

6. The request to extend the existing EY and Deloitte contracts to 31 March 2016, at an estimated cost of £800k, to allow the completion of the current phase of work;

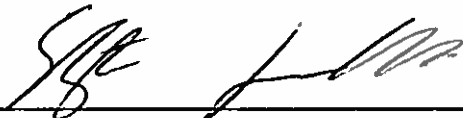
Change Authorisation Note

7. The request to issue a Change Notice to SSCL for the provision of 52,000 Oracle Licences with a value of £16.57m over the 10 year contract term.

Deputy Mayor for Policing and Crime

I confirm I have considered whether or not I have any personal or prejudicial interest in this matter and take the proposed decision in compliance with the Code of Conduct. Any such interests are recorded below.

The above request has my approval.

Signature**Date**

27/11/15

PART I - NON-CONFIDENTIAL FACTS AND ADVICE TO THE DMPC

Introduction and background

1. In support of the Police and Crime Plan commitment to reduce costs by 20% the DMPC considers all procurement activity which in accordance with the Scheme of Delegation requires his approval.

Issues for consideration

2. The following items are to be considered for approval:

Veterinary Services Initiate Procurement

The MPS currently have 3 separate veterinary contracts and a number of other separate arrangements for the care of their dogs and horses. Approval is being sought to initiate a procurement action for a single consolidated contract with a maximum 4 year life and value of £1.53m.

Traditional Forensics Services

The Next Generation Forensics Services OBC was approved in February 2015 which set out the strategy to deliver traditional forensic science services through a long term partnership arrangement. This contract will be awarded in May 2016 with services commencing November 2016. This paper is requesting the award of 4 interim contracts with a combined value of £14.6m all of which will terminate when the new contract commences.

Met Trace Corporate Sponsorship

The procurement of Met Trace, the London wide burglary reduction initiative, was approved in January 2014 and following a competitive process a contract was awarded to Smart Water to issue kits to 440,000 homes across London.

The MPS are now seeking approval to secure sponsorship in order to expand the initiative beyond the current plan and/or off-set costs.

Special Policing Services at the O2

This paper is requesting approval for a Special Policing Services for policing at the O2. The agreement will provide a dedicated policing team of 1 Police Sergeant and 4 Constables at a total cost of £968k, based on full cost recovery.

The team are based at Greenwich Police Station and will provide policing services to land owned, leased or under the control of Anso Services Limited (ASL) in the O2 Dome village and its surrounding environs with a view to reducing acquisitive crime, disorder and violence in this iconic location.

Special Policing Services with Arsenal and Tottenham Football Clubs

This paper is requesting approval for a Special Policing Services agreement under Section 25 of the Police Act 1996 in relation to policing at Arsenal and Tottenham Football Clubs. The agreement with Arsenal will be for 3 years and is intended to start from 1 August 2015 to 31 July 2018 at an estimated cost recovery over the life of the contract of £910k. The agreement with Tottenham will be for 2 years and is intended to start from 1 August 2015 to 31 July 2017 at an estimated total cost of £578k.

Consultancy and Contingent Labour

The MPS are seeking approval to extend the existing contracts with EY and Deloitte until March 2016 to allow the effective completion of the current phase of work with a combined value of £800k. The MPS will return to JIB in January 2016 with an integrated proposal on the external support needed for the next 2 years to the Organisational Change and the Digital Transformation.

Change Authorisation Note

The MPS are seeking approval to award a Change Authorisation Notice to SSCL for the provision of 52,000 Oracle licences at a cost of £16.57m over the 10 year contract term. The licences will allow access to the Enterprise Resource Planning system for all MPS Officers and Staff.

Financial Comments

3. The cost of the proposed contracts will be funded from within existing budgets.
4. Full details are contained in the attached reports.

Legal Comments

5. The recommendation can be lawfully approved in accordance with MOPAC Contract Regulations and EU/UK Procurement law.
6. In accordance with the MOPAC Scheme of Delegation and Consent (4.8), the DMPC must approve all requests to go out to tender for contracts that exceed £500,000.
7. Full details are contained within the reports attached.

Equality Comments

8. Suppliers will be assessed prior to entering into agreements to ensure they comply with relevant legislation. It will be the responsibility of user departments to ensure that the MPS Equality and Diversity policies are adhered to through the life of the contract.
9. Suppliers may be asked to sign up to the Diversity Works for London Programme which assesses suppliers against the Equality and Diversity framework.

Background/supporting papers

10. Joint Investment Board Papers

Public access to information

Information in this form is subject to the Freedom of Information Act 2000 (FOIA) and other legislation. Part 1 of this form will be made available on the MOPAC website within 1 working day of approval. Any facts/advice/recommendations that should not be made automatically available on request should not be included in Part 1 but instead on the separate Part 2 form. Deferment is only applicable where release before that date would compromise the implementation of the decision being approved.

Is the publication of **this** form to be deferred? NO

If yes, for what reason:

Until what date (if known):

Is there a **part 2** form – YES

If yes, for what reason: Confidential Information

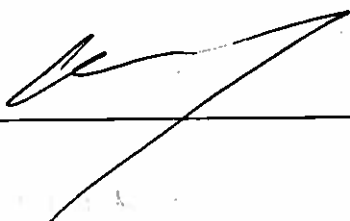
ORIGINATING OFFICER DECLARATION:

	<i>Tick to confirm statement (✓)</i>
Head of Unit: Annabel Cowell has reviewed the request and is satisfied it is correct and consistent with the MOPAC's plans and priorities.	✓
Legal Advice: The MPS legal team has been consulted on the proposal.	✓
Financial Advice: The Head of Strategic Finance and Resource Management has been consulted on this proposal.	✓
Equalities Advice: Equality and diversity issues are covered in the body of the report.	✓

OFFICER APPROVAL**Chief Operating Officer**

I have been consulted about the proposal and confirm that financial, legal and equalities advice has been taken into account in the preparation of this report. I am satisfied that this is an appropriate request to be submitted to the Deputy Mayor for Policing and Crime.

Signature



Date 27/11/15

INITIATE PROCUREMENT FOR THE PROVISION OF JOINT VETERINARY SERVICES FOR MPS MOUNTED BRANCH AND DOG SUPPORT UNIT - SS3/15/73

JOINT INVESTMENT BOARD - 23 NOVEMBER 2015

Report by Helen O'Sullivan & Audrey Shannon on behalf of the Deputy Commissioner

Executive Summary

Approval is sought to initiate procurement action for an Official Journal of the European Union (OJEU) Open tender by The Mayor's Office for Policing and Crime (MOPAC) for the Provision of Veterinary Services for MPS Mounted Branch and Dog Support Unit.

The MPS wishes to tender for the purpose of creating a new contract with a single capable supplier for an initial term of 36 months with one option to extend for a further 12 months. (In the event that the external market is not capable of providing a single supplier to provide veterinary services across equine and canine categories, then one supplier for each category will be appointed.)

Service commencement to be 1 January 2017. The MPS must be able to access veterinary services at any time to meet operational requirements and meet our duty of care requirements.

The new service will ensure that the welfare of the animals and longevity of their working lives is maintained.

A. RECOMMENDATIONS - That The Deputy Mayor for Policing and crime approves:

1. The decision 'to initiate procurement action' for an OJEU Open tender for the Provision of Veterinary Services for MPS Mounted Branch and Dog Support Unit (DSU). The Contract will be for a maximum value of £1.530m over the 48 month period. If the option to extend is not exercised, the maximum permitted spend will be £1.147m over the initial 36 month period.

B. SUPPORTING INFORMATION

1. The Metropolitan Police Service has relied upon the use of Horses and Dogs since the late 18th Century; they are an invaluable and iconic part of the service. As working animals the MPS has a duty of care to ensure the welfare of the animals and longevity for their working lives.
2. The MPS supports the continuation of providing Canine Support and Mounted Branch assistance. Part of ensuring the effectiveness of the Dog Support Unit and Mounted Branch is by ensuring that the fleet of animals are properly cared for whilst at work and at rest. The working lives of dogs and horses is dependent on them being physically and mentally fit. Providing sound veterinary care is essential in order to maintain this service
3. The MPS has approximately 110 horses housed in eight stables in key London locations. The Mounted Branch provides specialist mounted support to all London Boroughs as well as to public order policing, football, sporting events and demonstrations. The horses provide a visible presence during tasking which includes emergency response to incidents, anti crime patrols, gang disruption, community engagement and reassurance. In addition, the horses provide protective security within the GSZ and at all ceremonial events including the changing of the guard at Buckingham Palace.
4. The MPS have approximately 350 dogs at 6 key locations in London. The MPS dogs range from general-purpose dogs that are predominantly German Shepherds with some Belgian Shepherds (Malinois), Spaniels and Labradors.

5. The role of the DSU is to provide 24 hour specialist dog support across the 32 London Boroughs. The MPS dogs perform a variety of policing support roles; dogs are trained to locate suspects and property, giving support to borough colleagues at public order incidents, firearms recovery and in particular being included in pro-active crime initiatives. The MPS dogs are also trained to find hidden firearms or human remains and others can work as part of a tactical firearms team.
6. As part of the DSU they have a reputable Dog Training Establishment (DTE) that is responsible for the veterinary care of all dogs confined to kennels and those undergoing training. This includes the provision of care for its extensive breeding unit. The DTE successfully meets the MPS demand and sells a small number of dogs to other Constabularies and similar law enforcement organizations. Any dogs that fail to meet the required standard are frequently sold as pets to cover the cost of breeding.

Procurement Strategy

7. A compliant Procurement process will be undertaken by Procurement Services in accordance with OJEU and the new Public Contract Regulations 2015.
8. The Dog Support Unit currently has two veterinary suppliers, whilst the Mounted Branch has one specialised in equine care. These three current contracts are currently being extended compliantly so they all co-terminate on 31 December 2016. (This is so the MPS can leverage the future market opportunity and improve efficiency around managing the requirement going forward.)
9. Currently there are other separate arrangements in place for horse dental care, osteopath and horse cremation services. These services will form part of the new requirement and further enhance the efficiencies within this category. Additional value for money can be achieved by the MPS through a single approach to recommending veterinary care/treatment by the supplier.
10. The MPS is seeking to appoint one leading veterinary provider to work in partnership with the Mounted Branch and Dog Support Unit to provide high quality care and the associated services (including dental, osteopath and cremation) to cover 24 hours a day, 365 days a year.
11. Procurements previous approach to the external veterinary market identified only one provider interested in bidding to supply both the dog and horse veterinary services. It is believed this was on account of poor engagement and potential demographics as many London veterinary practices are only focused on domestic animals, rather than farm animals. This new requirement will involve a Prior Information Notice (PIN) to engage the veterinary market. This will be published in December 2015 as well as undertaking a market survey ahead of the tender.
12. The tender will be structured to ensure that if there is still limited interest in the entire contract (after engaging with the external market) a consortium bid can be submitted by a lead provider with supporting partners.

Value for Money statement

13. This new consolidated contract will provide efficiencies in reduced contract management costs and reducing costs associated in running multiple competitive tenders. The contract equally will allow better demand management controls for veterinary services across the business. This is supported by results from recent in-house changes to DSU approval processes that have already led to savings. A reduction in the number of animals over the lifetime of the contract will also achieve further savings.
14. This strategy will also seek for the MPS Commercial to work with the SCO lead to identify further possible efficiency savings via smarter sourcing for animal prescriptions and establishing potential revenue streams from the breeding programme.

C. OTHER ORGANISATIONAL & COMMUNITY IMPLICATIONS

Equality and Diversity Impact

15. Suppliers will be assessed prior to entering into agreements to ensure they comply with relevant legislation. It will be the responsibility of user departments to ensure that the MPS Equality and Diversity policies are adhered to through the life of the contract. Procurement Services have a Contract management toolkit that contains a section on Responsible Procurement which encourages contract managers to work with their suppliers, signposting them to support services. Additionally, Suppliers may be asked to sign up to the Diversity Works for London Programme which assesses suppliers against the Equality and Diversity framework.

Financial Implications

16. The paper seeks approval to tender for a new contract to provide veterinary services for the MPS Mounted Branch and Dog Support Unit, at a maximum value of £1.530m over the 4 year period. The existing budget is £383k per year, which equates to £1.532m over 4 years. Following the 2016/17 budget review this area is not subject to any agreed savings to date, therefore there is sufficient budget to support this. The procurement would need to be reviewed if any savings are given up in this area in the future.

Legal Implications

17. The Mayor's Office for Policing and Crime (MOPAC) is a contracting authority as defined in the Public Contracts Regulations 2015 (the Regulations). When awarding public contracts for goods and services valued at £172,514 or above, all contracting authorities must do so in accordance with the Regulations. This report confirms the value of the requirement is £1.53m. Notwithstanding that it is unlikely there will be any cross border interest in these services, veterinary services are categorised as falling within the full application of the Regulations.

Paragraph 7 of the Report confirms that a full procurement process will be undertaken by Procurement Services in accordance with the Regulations.

Paragraph 4.13 of the MOPAC Scheme of Delegation and Consent requires that approval is obtained by the Deputy Mayor for Policing and Crime (DMPC) for all requests to go out to tender for contracts of £500,000 or above.

Consultation undertaken

18. A broad range of MPS specialists will be used as part of the technical evaluation of the tender submissions.

Risk (including Health and Safety) Implications

19. At this stage no risks are identified. The chosen supplier should have full H&S management systems in place for its undertakings. The MPS should provide the supplier with any specific H&S information for the Mounted Branch and Dogs Support Unit sites the supplier is expected to visit in the course of its undertakings.

Real Estate and Environmental Implications

20. The procurement of a new veterinary contract should not lead to an increase in the consumption of energy, water and raw materials nor increase the generation of waste over and above that of the existing contract. However, during the procurement of this service, suppliers will be expected to demonstrate their commitment to sustainability and to using resources wisely, whilst ensuring compliance with all applicable legislation - for example by showing that they are able to manage any clinical waste appropriately in line with MPS procedures.

The welfare of animals is taken very seriously by the MPS and this will be considered as a priority at all stages of the procurement process.

Background papers:

Procurement files are held by Procurement Services containing all necessary approvals.

TRADITIONAL FORENSIC SERVICES INTERIM ARRANGEMENTS**JOINT INVESTMENT BOARD - 23rd November 2015****Report by Director of Forensics on the behalf of the Commissioner****EXECUTIVE SUMMARY**

In February 2015 procurement initiation was approved to implement the MPS strategy for traditional forensic science delivered through a long term partnership arrangement. It is anticipated that this contract will be awarded in May 2016 with service commencement from 15th November 2016.

To implement this strategy the following short-term contract awards and extensions with existing providers will need to be made to allow for the continued service provision:

- a DNA Profiling Services contracts £6.62m
- b Drugs Analysis £1.18m
- c Forensic Analytical Services contracts £5.89m
- d Environmental Analysis, Drugs and Analytical Services £0.90m

The contracts will all terminate on the 14th November 2016 and will have a three month termination for convenience clause in the event the new services commence sooner than November 2016.

The contracts are volume driven therefore there is no commitment to spend to this value. As the contracts are linked to budget values, volume may exceed the individual predicted contract value. It is the intent that where a contract has under spend that any over spend in another of the six contracts (listed above) can be rebalanced within the total budget envelope of £14.59m

The current contracts awards achieved a saving of £6m per annum compared to the previous agreements and the continued use of these contracts will continue to deliver significant value to the MPS in an unstable marketplace.

A) RECOMMENDATIONS

- 1 To approve the extension of the DNA Profiling Services contracts with Orchid Cellmark Ltd and LGC Ltd, for a period of up to 11 months. The maximum value of this extension is £5.61m and £1.01m respectively (total 6.62m), increasing the total contract values to £19.2m and £3.45m.
- 2 Award a new contract for Drugs Analysis with LGC Ltd for a period of up to 11 months and 14 days. The maximum value of this extension is £1.18m.
- 3 Award a new contract for Analytical Services contracts with Orchid Cellmark Ltd and LGC Ltd for a period of up to 11 months and 2 days. The maximum value of these contracts is £3.19m for Orchid Cellmark and £2.70m for LGC (total 5.89m).

- 4 Award a new contract for Environmental Analysis, drugs and Analytical Services with Key Forensics Ltd for a period of up to 11 months. The maximum value of this contract is £0.90m.
- 5 That where the predicted volumes exceed those expected under the individual contracts and where there is under spend against contract value for other contracts, that the contracts may be rebalanced within the budget envelope of the 6 contracts (£14.59m).

B) SUPPORTING INFORMATION

Background

1. Management Board and JIB approved the intent to go to market for 'Next Generation Forensic Services – Traditional Forensics' paper in January 2015 and February 2015 respectively.
2. Following initiate approval several factors impacted the anticipated timescales for the award of the new strategy:
 - a. The changes to the Public Procurement Regulations (2015) means that all ITT documentation must be published along with the PQQ, effectively front-loading the work to the pre tendering stages.
 - b. At JIB this procurement was recognised as complex. In order to ensure it was correctly designed and the market able to provide necessary competition, an additional market engagement event was undertaken in April 2015. This has helped to shape the requirements but meant further consideration to aspects such as R&D was necessary.
 - c. The managed service provision for digital forensics was being developed in parallel. These conflicting timescales, along with the need to share resources and the increased burden to publish the procurement documents at the start of the procurement process meant that previous planning assumptions have had to be amended, impacting when the new strategy will be in place.
3. The delegated authority (Paragraph 7.24 of the Scheme of Consent and Delegation) of the Director of Strategic Procurement Services would ordinarily have allowed a limited extension to the current contracts to significantly bridge the gap between the current contract expiry dates and the anticipated commencement date of the new contract. This authority has been impacted however by a significant increase in submission volumes.
4. The increase in submission volumes have been driven by the introduction of new profiling chemistries (DNA17) which has seen an increase in success rates and an increase in the reporting of sexually motivated crime, which have affected the contracts for DNA Profiling and Analytical services. The drugs contract has been impacted by an increase in the drugs caseload following changes in legislation and the numbers of items submitted for analysis per case. These volume increases above those anticipated at the time of the contract awards have expended the contract value quicker than anticipated, impacting the Director of Strategic Procurements ability to allow any limited extensions beyond 1 month. In order to bridge the contractual gap and maintain compliant service provision between what the Director of Strategic Procurement is able

to approve until the new services commence in November 2016, the contracts need to be awarded and extended to the values as outlined in the recommendation section.

5. Only three forensic providers from the national framework are able to undertake the MPS's volume of work for these services, two of which are the incumbents, LGC and Orchid Cellmark. The only other provider with appropriate capability and capacity is Key Forensics, who have confirmed that they would rather focus on winning the future arrangement than spend significant time and effort on short-term interim arrangements. Recent market engagement has also confirmed that there are no other forensic providers, other than Key Forensics, who could provide for the Authority's capacity. An options analysis (see Part 3) was undertaken to determine this recommendation.
6. The current contracts when awarded delivered significant cost reductions (approx £6m per annum based upon cost per tests) to the MPS. Given the increase in volume the benefits derived through these contracts would have also increased as a result. The suppliers have agreed to maintain current pricing (and waive a contractual right to a price rise) in return for the extensions. Given the nature of the forensic market and the short-term nature of these interim arrangements and the costs involved in implementation, it is anticipated that costs would have increased as a result of competition.
7. The recommendation is to continue to procure services from the existing providers. This is deemed necessary under regulation 32 (2) (b) (ii) of the 2015 Public Contract Regulations for technical reasons. This is due to the limited term of these extensions (a maximum of 11 months) and the work necessary (implementation period of 3 to 6 months to finalise data feeds and agree protocols) with any other provider before they could undertake casework, coupled with the fact the MPS is out to market for the longer term service requirement.

Contract and Extension Values

8. Supporting information confirming the current performance for these services is shown in the exempt section of this report.

Responsible Procurement

9. There are no adverse responsible/sustainable procurement implications with regards to the award the contracts or contract extensions

C) EQUALITY AND DIVERSITY IMPLICATIONS

1. There are considered to be no negative equality or diversity implications arising from the proposed procurement arrangements. The providers were evaluated for acceptable equality and diversity statements, as well as their ability to meet the MPS requirements under the Equality Act 2010 as a supplier to MOPAC. The evaluation exercise considers the applicants ability to act as responsible employers and meet employment obligations deemed commensurate with wider GLA objectives. The providers are contractually

obliged to adhere to the standard Terms and Conditions, which include the need to take account of equality and diversity issues which they have agreed and accepted.

D) FINANCIAL IMPLICATIONS

1. Short term contract extensions are requested with existing Forensic Service providers to the value of £14.6m over an 11 month period from 15 December 2015 to 14 November 2016 after which it is assumed new long term partnership arrangements will commence. The contracts are volume driven therefore there is no commitment to spend to this value
2. The table below compares the value of the extension request to available budget in 2015/16 and 2016/17. Note in 2015/16 there is agreement that budget pressures previously identified within Forensic Services to a total of £4m will be covered from reserves. In 2016/17 it is assumed that spend will reduce to budgeted levels following Forensic Services move to collocated working, the new OMM operating model at the Lambeth site. At this time no reductions to Forensic Services budget have been assumed for the 2016/17 Budget Review process. Volumes and spend will need to be closely monitored in 2016/17 so any risks can be identified and addressed.

	Budget £m	Request £m	Variance £m
2015/16	3.9	4.3	(0.4)
-Transfer from Reserves	0.4		0.4
2016/17	10.3	10.3	0.0
Total	14.6	14.6	0.0

3. The Contracts, when originally awarded resulted in a total saving of approximately £6m per annum (as reported in the original papers in respect of the award of these contracts in 2011/2012).
4. In addition to this the agreement to extend arrangements at the same value as current represents a cost avoidance saving for the contracts against Retail Pricing Indexation (excluding mortgage payments) based upon August 2015 statistics of 1.2% totalling £0.18m savings over an 11-month period.

E) LEGAL IMPLICATIONS

1. The Mayor's Office for Policing and Crime (MOPAC) is a contracting authority as defined in the Public Contracts Regulations 2015 (the Regulations). When awarding public contracts for goods and services valued at £172,514 or above, all contracting authorities must do so in accordance with the Regulations. This report confirms that the value of the contracts are over the stipulated threshold. Consequently, these Regulations will apply to the award of the contracts.
2. Regulation 32(2)(b)(ii) states that the Negotiated Procedure Without Prior Publication may be used for public services contracts where the services can be supplied only by a

particular economic operator where competition is absent for technical reasons but only where no reasonable alternative or substitute exists and the absence of competition is not the result of the artificial narrowing down of the parameters of the procurement. Part B at Paragraphs 5 and 6 of this report confirms that these suppliers are the only ones in the market technically capable of providing the services. As the threshold for this test is high and it is arguable that there are other suppliers capable of providing these services, DLS advises that if challenged there is a significant chance that the MOPAC may not be able to successfully defend the claim.

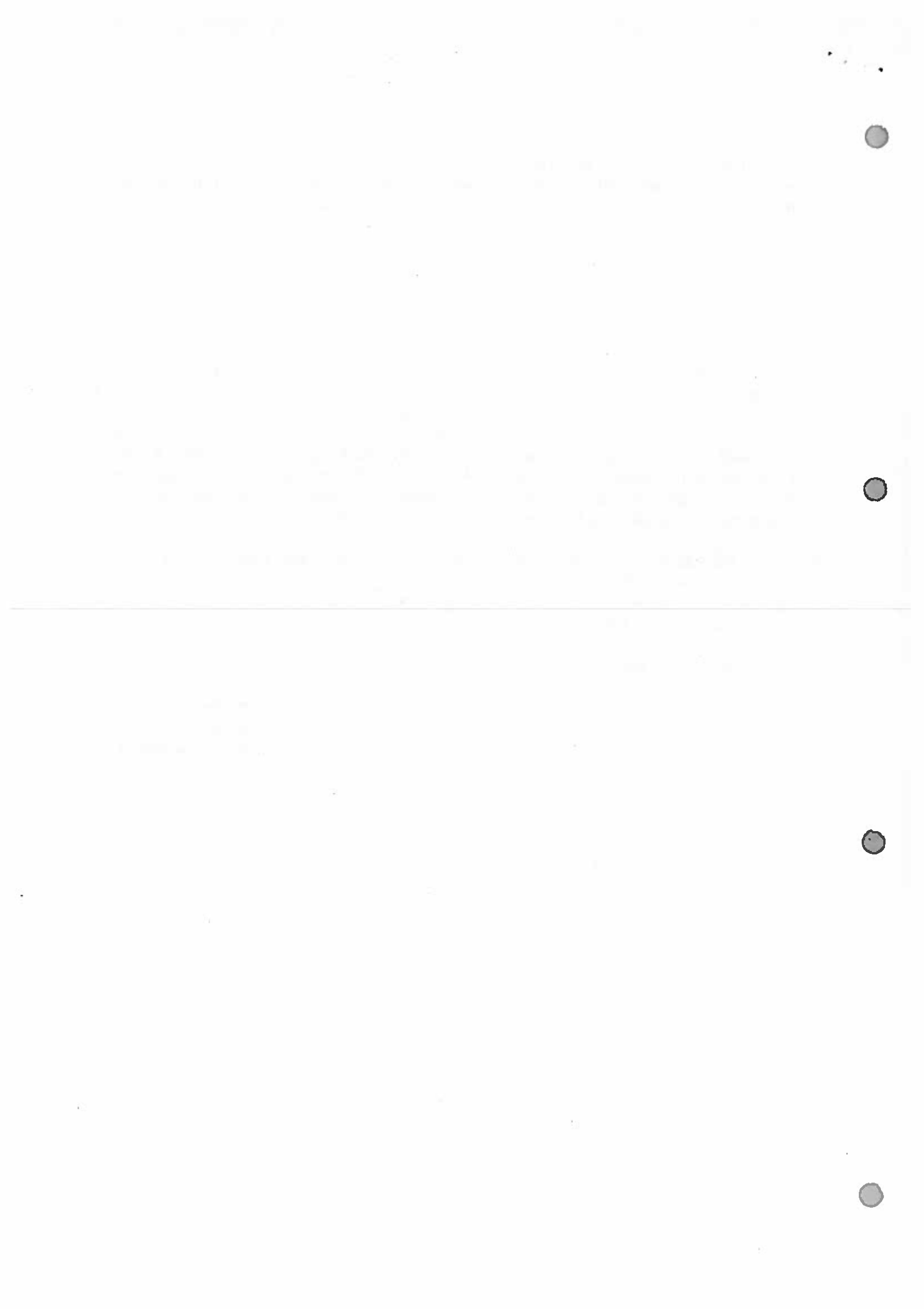
3. However, this risk is mitigated as Procurement Services intend to publish a Voluntary Ex-Ante Transparency Notice. This will provide any potential interested companies a 30-day period to raise any complaint in respect of the Authority's decision. If a complaint is made there would be an option of setting aside the contracts and carry out a tender process. It is noted that Procurement Services consider the likelihood of a complaint being made as low, due to the suppliers knowledge of and involvement in the future tender process. Similarly, due to the changes in the service requirements under the future tender it is unlikely that suppliers under the interim arrangements would have any significant advantage in terms of the future MSP tender.
4. Use of Regulation 32 constitutes a contract exemption for the purposes of the MOPAC Scheme of Delegation (the Scheme). Paragraph 4.13 of the Scheme requires that approval is obtained by the Deputy Mayor for Policing and Crime (DMPC) for all contract exemptions for £100,000 or above.

Consultation undertaken

Key stakeholder engagement (up to what level)	Supportive / Supportive with concerns / Not supportive / Not affected
Director of Finance & Reporting	
Director of Finance Business Partnering	
Director of Strategic Procurement	Supportive

Risk (including Health and Safety) Implications

1. As this paper is aimed at establishing interim arrangements for contracts to remain in place until revised contracts can be established, there would not appear to be any significant negative impact on health and safety in the MPS in terms of:
 - Compliance with health and safety at work statutory provisions including codes of practice;
 - MOPAC/MPS Safety Management System;
 - Service delivery that may impact officer, staff or public safety;
2. The Director of Forensics will continue to work with Strategic Procurement, and the MPS Safety and Health Risk Management Team, to ensure that these arrangements remain fit for purpose and that potential health and safety implications are incorporated within future contract negotiations.



CORPORATE SPONSORSHIP – MET TRACE**Report by Director of Commercial & Finance on behalf of the Commissioner****EXECUTIVE SUMMARY**

The Mayors Office for Policing and Crime (MOPAC) may, in connection with the discharge of any of its functions, accept donations, gifts and loans and may negotiate agreements for the commercial sponsorship of any activity of the police authority or of the police force maintained by it.

Management Board gave overarching approval in July 2014 to secure corporate sponsors for discrete activities. MetTrace was identified as the first major corporate initiative that the MPS wishes to secure a sponsor for and received Management Board approval on 27 October 2015. Targeted dialogue was undertaken with a number of third parties regarding MetTrace and the project is now in a position to be offered out in return for the financial investment, beneficial resourcing and a complementary brand.

Approval is sought from the Deputy Mayor for Policing and Crime to secure a sponsor for MetTrace using a competitive negotiated process.

A. RECOMMENDATIONS - That

1. **The Deputy Mayor for Policing and Crime approves the seeking of a corporate sponsor for MetTrace.**

B. SUPPORTING INFORMATION

1. In July 2014, Management Board approved the principle of seeking sponsorship for a number of activities. On 27 October 2015, Management Board approved the seeking of a sponsor for MetTrace – the traceable liquid initiative launched by the Deputy Mayor in May 2015.
2. A comprehensive overview of sponsorship, past and present, in the MPS was documented in the original paper, as was a set of Guiding Principles for MPS Sponsorship. These were subsequently reviewed by the London Policing Ethics Panel, who offered positive comments and requested an update once the first sponsors had been secured.
3. MetTrace is the name for the London-wide burglary reduction initiative, within Operation Bumblebee, designed to protect London homes through the use of forensic property marking products. Three years of analysis was undertaken to identify the best areas within which to deploy MetTrace, to achieve the greatest deterrent effect. A competitive tender was undertaken to choose a traceable liquid supplier, with the additionality of offering a unique endorsement of the chosen product in return for a favorable price point. SmartWater was successful in the tender. MetTrace teams will now be visiting 440,000 residential properties in the highest burglary areas of London by 2018 and provide a free SmartWater kit and offer crime reduction advice.
4. The primary aim of having a sponsor for MetTrace is to expand the initiative beyond the current budget plan; offset the MOPAC funded budget using private funds; or a mixture of both. An additional benefit of having a sponsor is to enhance the initiative through having a commercial partner with their own resourced marketing, communication and delivery strategy.
5. Once the operational delivery strategy for MetTrace was fully designed, a dialogue was had with a number of targeted organisations which would provide a suitable representation of potential sponsors. The insurance industry has an economic benefit from the success of MetTrace, so were targeted, as were established High Street brands due to the community engagement and social responsibility element to MetTrace.

6. Following telephone conversations with a number of organisations, formal meetings were held with four of them – Lloyds Banking Group, British Gas, The Post Office and the Association of British Insurers. An overview of the MetTrace strategy was presented, including the rationale for having a sponsor join the partnership between the MPS and SmartWater.
7. Although it is the preference of the MPS to secure a sponsor from an industry body, it became apparent that the level of sponsorship desired, is unlikely to be forthcoming from such organisations. With suitable risk assessments and contractual terms and conditions that allow for the management of a wide range of issues (including public perception) and easy termination by MOPAC, arrangements can be made with individual companies.
8. It is obvious that MetTrace will directly benefit the insurance industry, as burglary will be driven down across London, thus lessening the financial burden on insurance companies. Not only is this activity likely to have a commercial benefit to the insurance industry, such a high profile campaign will enable the industry to showcase their social responsibility. It was clear that the brand of the MPS is an important element, as was the face to face nature of the engagement of the initiative. However, one of the continued issues is that all the organisations wanted to be able to gather personal data to enhance their marketing databases; however, the distribution of branded information material, with an option for the public to opt-in to future marketing material would be acceptable, although not as valuable.
9. Due to companies having their own commercial strategies and other existing sponsorship deals, it would appear that the ability for the MPS to create a fully itemised commercial sponsorship package, prior to going to the market, would possibly limit both the opportunity and the responses.
10. Following consultation with the Directorate of Media and Communications, it has been decided not to offer naming right as the name MetTrace needs to have time to become imbedded without a secondary name. However, full joint branding on all MPS anti-burglary campaign material, opportunity to use MPS branding on own relevant marketing material and being part of crime prevention roadshows with highly visible dual branding. The sponsor will be allowed to have company and product specific material, such as leaflets, DVDs and samples, distributed at each of the MetTrace home visits and will be offered the opportunity to be included in the artwork on any of the MetTrace vehicles.
11. The opportunity for the sponsor to promote the campaign in their own advertising, including mainstream television, radio and cinema, would have the enhanced benefit for the MPS of additional advertising without impacting upon existing constrained budgets. This is an example of an opportunity that will not be fixed in the rights package, but will be up to a sponsor to offer it as added value as part of their response. A key part of any likely offer from a sponsor will be the desire to use the MPS brand and the MetTrace initiative to showcase their social responsibility to existing and future customers.
12. With all sponsorship arrangements, there is always the public perception of endorsement, which is why the chosen sponsor will have their brand and values assessed in parallel with our own. Marketing material will make it clear that neither MOPAC nor the MPS endorse the products of the sponsor.
13. It is probable that, depending on the business of the sponsor, they will imbed the roll-out of MetTrace in their own customer attraction strategy or vice versa; meaning that households that are visited will be offered a discount in the products/services of the sponsor. Conversely, a sponsor may wish to offer MetTrace as part of an incentive to purchase a product/service or gift for making that purchase.
14. A continuation of this is that the organisations that were spoken to were interested in having bespoke crime reduction awareness sessions provided to any of their London-based staff. This would both expand the coverage of MetTrace but to provide yet another avenue of community engagement for the MPS and by getting the sponsors workforce to buy into the project, would create ready-made positive ambassadors for the MPS. This can easily be managed as part of the

business as usual community engagement and crime reduction work and will not impact upon the core delivery of MetTrace.

15. Although there is no legal reason to advertise the sponsorship opportunity, it is preferable for a transparent and best value public body to openly and competitively advertise such an opportunity. To that end, an overview of MetTrace and a narrative of our requirements will be advertised through the Bluelight Portal and sent to relevant industry bodies for dissemination. It will be made clear that the potential sponsors brand must complement that of the MPS and their products and services must be relevant to the MetTrace initiative. This will ensure that, during the open competition element of the process, companies that do not fit the profile of the specific campaign and the values of the MPS either self-eliminate or can be rejected without any challenge to MOPAC.
16. As recommended in the original paper, the advertising is to ensure the opportunity has been transparently offered to all potential bidders. The sponsorship will be negotiated with each suitable bidder, making it clear that the MPS is looking for the highest cash or in-kind offer. A recommendation will then be made to Management Board and the DMPC for final approval. The organisation providing the offer that enables the MetTrace initiative to be as near to cash neutral as possible or expand its reach across London the greatest with no additional MOPAC/MPS expenditure, is likely to be the appointed sponsor.

C. OTHER ORGANISATIONAL & COMMUNITY IMPLICATIONS

Equality and Diversity Impact

1. There are considered to be no negative equality or diversity implications arising from the process of securing a sponsor. The applicants shortlisted will be evaluated for acceptable equality and diversity statements, as well as their ability to meet the MPS requirements under the Equality Act 2010. The evaluation exercise will consider the applicants ability to act as responsible employers and meet employment obligations deemed commensurate with wider GLA objectives.
2. Each arrangement will be examined by the Third Party Contracts Team and assessed for risk and benefit, including community impact and possible media opinion.
3. The arrangement with a preferred sponsor and the final recommendation will be scrutinised by the relevant Diversity Advisor before any recommendation for approval, through the Director of Commercial and Finance, to the MOPAC.

Financial Implications

1. The MetTrace initiative has a budget of £1.15m per annum which was approved during the sign-off of the supplier process.
2. Once formal engagement with sponsors occur, further costings will be undertaken to include the cost of servicing the proposed arrangement with a sponsor (i.e. creation and approval of joint branding and advertising messages, additional activities solely for the benefit of the sponsor, contract negotiation and management activities). All such costs, including opportunity costs, will be incorporated in the sponsorship fee.
3. It is very difficult to estimate the value of this opportunity to sponsors, as the Metropolitan Police is an untested commercial brand in this subject area. However, during consultation with the commercial third parties, it would appear not to be unreasonable to expect in excess of £500,000 per year from a sponsor for their involvement. It will also depend on what a particular sponsor is doing in their own marketing, public relations and social responsibility strategy at the time the opportunity is advertised.
4. It will be ensured that the involvement of a sponsor for MetTrace does not slow down the approved roll-out strategy too much; where it does, it will only be to secure an enhancement to the activity.

5. It is likely that the recommended offer from industry will provide the MPS/MOPAC with an amount of external funding that would ensure MetTrace would be expanded and enhanced without further MOPAC investment. Depending on what offers are made from potential sponsors, the resources will be used to either expand MetTrace, off-set the existing expenditure or a combination of both.

Value Statement

1. The benefit of seeking commercial partners will, to a large extent, be the securing of added value. However, the major injection of cash will be the primary beneficial factor.
2. Carrying out a sealed-bid auction would usually enable the MPS and MOPAC to achieve the highest possible funding level from the market, however, as that market has not seen the commercial value of sponsoring the MPS at a high level, it will be the competitive negotiation after the open advertising of the opportunities, that will enable the final value to be determined.
3. Once responses have been received, negotiation of the terms and added value can be undertaken by the existing Third Party Contracts Team supported by the benefiting department.

Legal Implications

1. This report seeks approval to secure a sponsor for MetTrace.
2. The MOPAC, as the local policing body, under section 93(1) of the Police Act 1996 "may, in connection with the discharge of any of its functions, accept gifts of money, and gifts of loans or other property, on such terms as appear to the body to be appropriate". Section 93(2) provides "the terms on which gifts or loans are accepted under section 93(1) may include terms providing for the commercial sponsorship of any activity of the local policing body or of the police force maintained by it".
3. NPCC's definition of sponsorship in their Guide to Income Generation is: "The giving of money, goods or services or the loan of goods or services to support the activities which will enable the Force to enhance or extend the service which it would normally be expected to provide and for which the provider expects a defined benefit".
4. The MOPAC Scheme of Delegation requires all sponsorship arrangements, whether inward or outwards which have a value of £50k or more to be approved by the DMPC (paragraph 4.8), and, for inward MPS donations and sponsorship, for values below £50k that the Director of Commercial and Finance's approval is required (paragraph 7.7).
5. The MOPAC Financial Regulations provides all gifts, loans of property and sponsorship must comply with conditions approved by the MOPAC and such arrangements must not exceed a maximum equivalent value of 1% of the MOPAC annual revenue budget (section 14.8).
6. The Public Contract Regulations 2015 do not apply as a sale of a sponsorship activity is not within the remit of the regulations. However, a procurement style process will be followed to achieve value for money and transparency for the sale, as recommended in this paper.

Consultation undertaken

1. Consultation was undertaken with various teams within Territorial Policing, Capability and Support as the "owners" of MetTrace.
2. The Directorate of Media and Communications, Corporate Publicity was consulted with to ascertain their opinion on the use of the MPS brand and the risks that needed mitigation. MetTrace has had a brand created with unique brand guidelines, including designs to accept a sponsor.
3. The Director of Strategic Procurement has been consulted and support has been received for the proposed procurement style route to market.

4. Dialogue was undertaken with Lloyds Banking Group, British Gas, The Post Office and the Association of British Insurers to ascertain how the commercial sector perceived a commercial sponsorship arrangement with the MPS and specifically their opinion on MetTrace.

Risk (including Health and Safety) Implications

1. There are a number of risks to seeking sponsors. The primary area of concern is the public perception of the reliance on sponsorship, the allegations of sponsors "buying favours" and the accusations of two-tier policing having any impact on the name of the MPS. This would be predominantly alleviated by advertising the purpose and benefit of sponsorship overtly, ensuring the guiding principles are public, openly consulting on specific opportunities and transparently seeking and contracting with sponsors.
2. The seeking of sponsors will follow the EU and MOPAC regulated MPS process for procurement, to ensure an open, transparent and competitive process to ensure that the best value is achieved and the activity itself does not cause damage or embarrassment to the Commissioner or MOPAC.
3. There is a potential risk that may be caused by the damage a sponsor's future business activities may do to the name of the MPS and MOPAC. This would be initially mitigated by a clear brief on acceptable sponsors, the core values required and an assessment process based on the guiding principles. The risk cannot be totally eliminated, but favourable termination clauses would be included in the written agreement to enable any necessary cessation of the contract if the sponsor becomes untenable during the term of the arrangement.
4. The withdrawal of funding and resources by the sponsor would work to the detriment of the proposed activity. This would be managed through initial contract negotiations and a robust, legally binding agreement that makes provision for exit strategies that protect the activity from abrupt funding gaps. In accordance with the NPCC Guide to Income Generation, the MPS would not leave itself in a position where it was contractually or operationally reliant on the receipt of the sponsorship.
5. Prospective sponsors will be vetted and activities to be supported by sponsorship will be risk assessed before they are submitted for approval in line with existing MOPAC processes.

Environmental Implications

1. There are no known environmental issues associated with the content of this report.

Background papers:

Management Board Paper – Corporate Sponsorship – July 2014

Special Police Services Agreement with Ansko Services Limited (The O2)

Joint Investment Board - 23 November 2015

Report by Assistant Commissioner Territorial Policing and the Director of Commercial and Finance on behalf of the Commissioner

Executive Summary

Ansko Services Limited (ASL) has requested special police services (SPS) under Section 25 of the Police Act 1996 for the provision of SPS in relation to the policing of the O2. The request in respect of ASL is for three years from 1 August 2015 to 31 July 2018. The SPS is to be provided by a dedicated police team of one Police Sergeant and four Police Constables at an estimated total cost of £968,036 over the life of the contract.

Section 4.8 of the MOPAC Scheme of Delegation requires the Deputy Mayor for Policing and Crime (DMPC) to approve the provision of policing services to external bodies where the contract value is £500,000 or above.

It is recommended that the Deputy Mayor for Policing and Crime to approve of the SPS Agreement with ASL.

A. RECOMMENDATIONS THAT:

1. **The Deputy Mayor for Policing and Crime approves the Special Police Services Agreement with Ansko Services Limited (The O2).**

B. SUPPORTING INFORMATION

1. Ansko Services Limited (ASL) has requested special police services (SPS) under Section 25 of the Police Act 1996 for the provision of SPS in relation to the policing of the O2. The request in respect of ASL is for three years from 1 August 2015 to 31 July 2018 to be provided by a dedicated police team of one Police Sergeant and four Police Constables at an estimated total cost over the life of the contract of £968,036. These officers will be under the direction and control of Greenwich BOCU. Due to the need to meet the requirements of Police Regulations with regard to the deployment of officers to the dedicated team, the team is not expected to commence its duties until 1 September 2015 at the earliest.
2. An Agreement of three years is believed to be appropriate for the following reasons: -
 - It will provide a level of certainty to the respective parties on the provision of SPS and avoids the need for the respective parties' commercial and legal representatives to meet annually to discuss stable agreed contract terms and conditions;
 - It is necessary to consider the risk to the MOPAC of being contractually unable to charge for the provision of SPS to the fullest degree, where there is an Agreement of longer than three years duration, when there has been future legislative change extending the geographical area where SPS applies or the land owned, leased or under the control of ASL may increase due to future development.
3. The role of the dedicated police team will be to provide SPS on the land owned, leased or under the control of ASL in the O2 Dome village and its surrounding environs with a view to reducing acquisitive crime, disorder and violence in this iconic location of over 20 years

standing. The nature of their duties is comparative with that of the existing Safer Neighbourhood Teams performing core duties outside of the land under the control of ASL. The dedicated police team parade and are dismissed at Greenwich BOCU but remain at the location during their tour of duty.

4. ASL have been advised that at the level of cost recovery over the life of the SPS Agreement, it is necessary to seek the approval of the DMPC. As there is a particular value in terms of the impact of the team in the reduction of crime etc. the team will be deployed to perform the requested SPS, for which ASL will be charged, in the period up until such time as the DMPC makes a formal decision as to entering into an SPS Agreement.
5. At the meeting of the Management Board Investment and Resources Board on the 27 October 2015, Management Board agreed to recommend to the DMPC to approve the SPS Agreement with ASL in respect of the O2.

Equality and Diversity Impact

1. There are no Equality and Diversity Issues identified with the proposal.

Financial Implications

1. The charges for SPS to ASL in respect of the O2 will be reflective of the full cost recovery of 1 Police Sergeant and 4 Police Constables. The current annual full cost of a Police Sergeant is £76,334 and £63,891 for a Police Constable. The full annual cost of the 1 Police Sergeant and 4 Police Constable is £331,898, including support costs.
2. The cost in year one of the Agreement will be pro-rated to reflect when the team is deployed on the O2 estate to commence the provision of the SPS which will be the 1 September 2015 at the earliest. The prorated cost for the period from the 1 September 2015 to 31 July 2016 of the 1 Police Sergeant is £69,973 and the cost of the 4 Police Constables is £234,267; a total of 304,240. The estimated total annual cost of the dedicated police team over three years is £968,036. This is a new SPS contract which will increase the income generated from the provision of SPS to third parties.

Value for Money Statement

1. The O2 Dome currently hosts 25 licensed restaurants/cinema/public houses/bars and four licensed event venues (O2 Main Arena, Indigo O2, Building 6 and the Brooklyn Bowl). There are six licensed premises immediately outside the Dome. The four licensed event venues can have up to 37,700 people in attendance at the same time. The location is viewed as being a high risk for high volume crimes of violence and acquisitive crime such as mobile phone theft and robbery.
2. The objectives of the police team are:
 - promote an environment within the O2 estate that is safe and secure from crime, anti-social behaviour and disorder;
 - to increase the police/venue partnership to promote an environment that is safe and secure from crime through increased partnership initiatives to enable a sustained and long term focus on crime prevention and reduction within the O2 estate.

3. The benefit to the MOPAC of the provision of the police team at the O2 is the ability of the team to work with the O2's own security in making the O2 a far more difficult location for criminals. They also have the ability to deal immediately with crime, disorder and anti-social behaviour committed at the O2. If the team was not present, each of these crimes has the potential to generate a 999 call from the O2 which would require a response from the normal core policing provided by Greenwich Borough Command Unit (BCU). Therefore the presence of the police team at the O2 allows local police to provide a more consistent service to the residents and other businesses within the Borough.

Legal Implications

1. Section 4.8 of the MOPAC Scheme of Delegation requires the Deputy Mayor for Policing and Crime to approve the provision of policing services to external bodies where the contract value is £500,000 or above.

Consultation undertaken

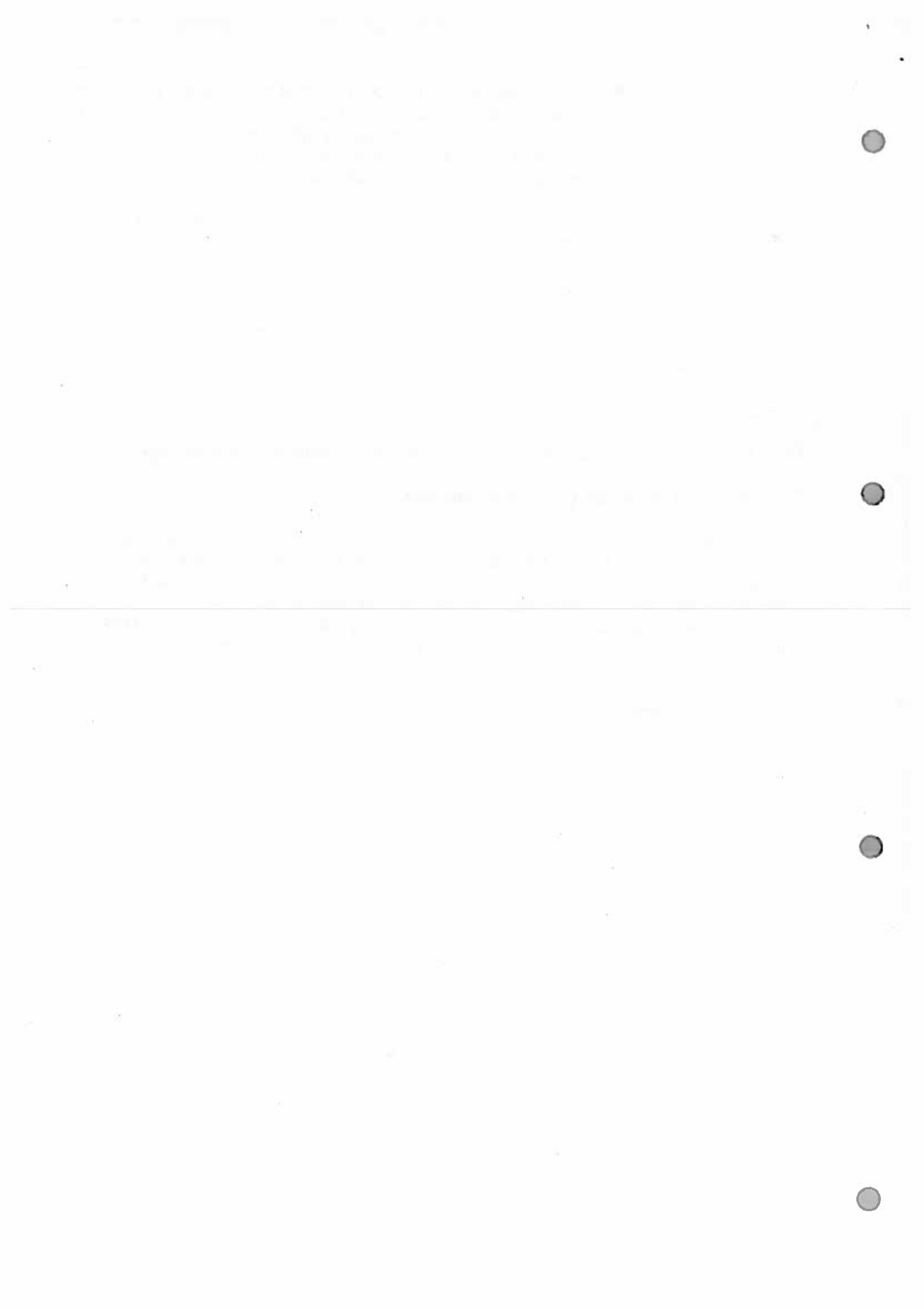
1. There has been consultation with the Senior Leadership Team at Greenwich BCU.

Risk (including Health and Safety) Implications

1. The potential risk to the MOPAC and the Commissioner has been mitigated by ensuring that ASL indemnify the MOPAC and the Commissioner from any liabilities incurred by the MPS whilst providing SPS, which is a discretionary service, if the MPS has acted correctly. If the MPS did not take such steps to mitigate the risk, there is the potential for the MOPAC to incur legal costs defending civil claims by third parties where the MPS has acted correctly which could not be met by its Corporate Insurance Programme. This indemnity is common to the SPS Agreements with third parties.

Environmental Implications

1. No environmental implications have been identified.



Special Police Services Agreements with Arsenal Football Club and Tottenham Hotspur Football Club

Joint Investment Board - 19 November 2015

Report by Assistant Commissioner Specialist Crime and Operations and the Director of Commercial and Finance on behalf of the Commissioner

EXECUTIVE SUMMARY

Arsenal Football Club and Tottenham Hotspur Football Club have requested special police services (SPS) under Section 25 of the Police Act 1996 for the provision of SPS at football matches and other events at their respective stadia. The request in respect of Arsenal is for three years from 1 August 2015 to 31 July 2018 at an estimated total cost recovery, over the life of the contract, of £910K. The request in respect of Tottenham is for two years from 1 August 2015 to 31 July 2017 at an estimated total cost of £578K.

Section 4.8 of the MOPAC Scheme of Consent and Delegation requires the Deputy Mayor for Policing and Crime (DMPC) to approve the provision of policing services to external bodies where the contract value is £500,000 or above.

It is recommended that the Deputy Mayor for Policing and Crime to approve the SPS Agreements with Arsenal and Tottenham Hotspur Football Clubs.

A. RECOMMENDATIONS – That The:

- 1. The Deputy Mayor for Policing and Crime approves the Special Police Services Agreements with Arsenal and Tottenham Hotspur Football Clubs**

B. SUPPORTING INFORMATION

- 1. Arsenal Football Club (Arsenal) and Tottenham Hotspur Football Club (Tottenham) have requested special police services (SPS) under Section 25 of the Police Act 1996 for the provision of SPS at football matches and other events at their respective stadia. Arsenal have requested an SPS Agreement of three years from 1 August 2015 to 31 July 2018 at an estimated cost recovery over the life of the contract of £910K. Tottenham have requested an SPS Agreement of two years from the 1 August 2015 to 31 July 2017. The estimated cost recovery over the life of the contract is £578K. Tottenham will vacate their current stadium at the conclusion of the 2016/17 season for at least 12 months pending the opening of their new stadium, and during this time period, there will be no direct SPS Agreement with Tottenham Hotspur as they are planning an arrangement to make use of another stadium, yet to be indentified, to play its home fixtures.**
- 2. An Agreement of three years is believed to be appropriate for the following reasons: -**
 - It will provide a level of certainty to the respective parties on the provision of SPS and avoids the need for the respective parties' commercial and legal representatives to meet annually to discuss stable agreed contract terms and conditions;**
 - It is also acknowledged that there is pressure on owners of football clubs to meet their obligations under Sports Broadcasting Contracts. On future review, the Sports Broadcasting Contracts may require the owners of football clubs to arrange fixtures**

at times which may create specific 'crime and disorder' issues with regard to the policing of such fixtures. A SPS Agreement of a longer duration than three years may inhibit the ability of the Commissioner to have an influence on the policing of such fixtures;

- It is necessary to consider the risk to the MOPAC of being contractually unable to charge for the provision of SPS to the fullest degree, where there is an Agreement of longer than three years duration, when there has been future legislative change extending the geographical area where SPS applies.
3. Arsenal and Tottenham agreed to the insertion of an additional 'crime and disorder' clause in their respective Agreements. The clause deals specifically with the policing of the home fixture between the two clubs at their respective stadia when scheduled to take place on a Saturday at 17:30. The fixture is one where the later kick off significantly increases the risk of disorder.
 4. The clause is designed to allow the MPS to withhold the provision of officers under SPS if there is a significant risk of crime and disorder, directly or indirectly, arising from the later kick off. The clause will ensure that the MPS does not, through the provision of policing services for payment, support an event that will generate crime and thereby create a conflict with core duties to prevent crime and disorder. In such an event where the clause is invoked, the agreed SPS Agreement would be viewed as null and void for this specific fixture and Arsenal or Tottenham would have to apply separately for the provision of SPS, where they are the home club, to which the MPS may agree or disagree to provide.
 5. As the estimated full cost recovery for the SPS to be provided over the life of each of the respective SPS Agreements is above £500K, the clubs have been advised that at the level of cost recovery over the SPS Agreements, it is necessary to seek the final approval of the Deputy Mayor for Policing and Crime (DMPC) under the MOPAC Scheme of Consent and Delegation.
 6. The clubs have been further advised that, having received the signed copies of their respective agreements, the MPS will continue to provide and recharge for the requested SPS, as appropriate, in the period up until such time as the DMPC makes a formal decision as to entering into an SPS Agreement with the individual clubs.
 7. At the meeting of the Management Board Investment and Resources Board on the 27 October 2015, Management Board agreed to recommend to the DMPC to approve the SPS Agreements with Arsenal and Tottenham Hotspur Football Clubs.

C. OTHER ORGANISATIONAL & COMMUNITY IMPLICATIONS

Equality and Diversity Impact

1. There are no Equality and Diversity issues identified with this proposal.

Financial Implications

1. The charges for special police services to be levied upon Arsenal and Tottenham for the SPS in respect of football matches and other events are those approved by MOPAC annually.
2. The estimated cost recovery at Arsenal for the period 1 August 2015 to the 31 July 2018 is £910K which compares to the estimated cost of the policing deployment over the period of £1.87m as detailed in Table 1.

Season	Estimated Total Cost of Deployment £000s	Estimated Cost Recovery £000s
2015/16	766	373
2016/17	613	298
2017/18	490	239
Total	1,869	910

Table 1: Cost of Deployment/Cost Recovery - Arsenal

3. The estimated cost recovery at Tottenham for the period 1 August 2015 to the 31 July 2017 is £578K which compares to the estimated cost of the policing deployment over the period of £1.27m as detailed in Table 2.

Season	Estimated Total Cost of Deployment £000s	Estimated Cost Recovery £000s
2015/16	705	321
2016/17	564	257
Total	1,269	578

Table 2 - Cost of Deployment/Cost of Recovery - Tottenham

4. There is a decrease in the total cost of deployment and the associated cost recovery which is reflective of the ongoing SCO22 (Public Order OCU) strategy to reduce the level of public order aid by 20% annually. It should be noted that whilst the level of deployment is reduced the level of income is also reduced.
5. A budget pressure of £2.5m has been identified and included within the developing 2016/17 budget position that has been shared with Management Board and MOPAC. Whilst a solution has not yet been identified for this budget pressure (and a number of other pressures), the aim is to reduce the pressures to a level that can be contained within the existing budget.
6. There is also a review of the overall public order aid budget being undertaken to identify any potential saving opportunities. Any impact on sporting income will be incorporated as part of this review to ensure there is no double count of savings.

Value for Money Statement

1. The ability of the MPS to recover the costs of the deployment of police resources at football matches and other events is limited by case law. It will charge for those resources which are providing SPS on the "land owned, leased or controlled" by a club.
2. The MPS ensures that it deploys the optimum level of resources as necessary under the MPS's statutory roles and responsibilities with an expectation that a club would be required to take responsibility of their events particularly in respect of road closures and crowd management.
3. This approach supports the ongoing strategy by SCO22 (Public Order OCU) to reduce the level of abstractions in respect of policing of football. SCO22 are seeking a further 20% reduction in respect of the 2015/16 football season as compared to the 2014/15 season. This trend is expected to continue for the policing of future seasons. SCO22 have advised

that the reduction in the level of abstractions is being achieved including that in respect of Arsenal and Tottenham.

4. The approach illustrates that the MPS continues its strategy in ensuring that the deployment of resources to police football is provided in the most effective, efficient and economic way.

Legal Implications

1. In relation to the provision of special policing services, section 25 (1) of the Police Act 1996 provides "[The Commissioner as] the chief officer of police may provide, at the request of any person, special police services at any premises or in any locality in the police area for which the force is maintained, subject to the payment to the police authority of charges on such scales as may be determined by that authority".
2. Section 4.8 of the MOPAC Scheme of Consent and Delegation requires the DMPC to approve the provision of policing services to external bodies where the contract value is £500,000 or above.

Consultation undertaken

1. There has been consultation with SCO22 in the development of this report.

Environmental Implications

1. No environmental implications have been identified.
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