

**REQUEST FOR DMPC DECISION – PCD 325**

**Title: Key Forensics Services Limited**

**Executive Summary:**

Key Forensics Services Limited provide forensics services to a number of police forces, including the Met. On Tuesday 30th January the company went into administration.

The Home Office, NPCC and APCC have put contingency arrangements in place to allow for the well managed wind down of their business while ensuring a uninterrupted continuity of service.

A Memorandum of Understanding (MOU) has been drafted which confirms that MOPAC will take over responsibility for meeting the financial obligations associated with ensuring continuity of service for a period of up to 1 July 2018 and will act as sole signatory of contracts. This is in MOPAC's capacity as host force for NPCC on budgetary matters.

**Recommendation:**

We recommend that you provide the MOPAC Chief Executive the authority to sign a Memorandum of Understanding (MOU) which makes MOPAC the sole signatory of contracts currently associated with Key Forensics Limited. This approval provides the MPS with authority to enter into financial commitments in line with this MOU.

**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**

*James Henderson*

**Date**

*31/01/18*

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

### **Decision required – supporting report**

#### **1. Issues for consideration**

- 1.1. Key Forensics Services Limited provide forensics services to a number of police forces across the country. On Tuesday 30<sup>th</sup> January the company went into administration.
- 1.2. Following discussion between Home Office, NPCC and APCC an agreement has been reached which provides for continuity of service. The NPCC have provided written reassurance to MOPAC that processes will be put in place to ensure MOPAC is equitably reimbursed.
- 1.3. This agreement will be captured in an MOU which confirms that the MOPAC will take over responsibility for meeting the financial obligations associated with ensuring continuity of service for a period of up to 1 July 2018 and will act as sole signatory of contracts. This is in MOPAC's capacity as host force for NPCC on budgetary matters.
- 1.4. This arrangement is consistent with MOPAC's role in other NPCC budgetary matters. APCC and NPCC will provide MOPAC with assurance on the strategic case for payments. Existing MPS financial, commercial and legal controls will provide the necessary due diligence. This will determine the precise amount of financial support provided by MOPAC as sole signatory of contracts and the payment schedule.
- 1.5. An APCC working group has been set up to establish the exposure to Key Forensics Services across all police forces. This group will develop options on a fair and equitable way to reimburse the MPS for costs incurred. The MPS itself has some indirect exposure to Key Forensics Services.

#### **2. Financial Comments**

- 2.1. This decision seeks approval for MOPAC to act as sole signatory of contracts related to the wind down of Key Forensics Services.

#### **3. Legal Comments**

- 3.1. MPS legal advisors have been closely involved in drafting of the MOU and the MOPAC CFO and CEO are confident the document has received robust legal scrutiny.

#### **4. Equality Comments**

- 4.1. NA

#### **5. Background/supporting papers**

- 5.1. None.

**Public access to information**

Information in this form (Part 1) is subject to the Freedom of Information Act 2000 (FOIA) and will be made available on the MOPAC website following approval.

If immediate publication risks compromising the implementation of the decision it can be deferred until a specific date. Deferral periods should be kept to the shortest length strictly necessary.

**Part 1 Deferral:**

Is the publication of Part 1 of this approval to be deferred? NO

**Part 2 Confidentiality:** Only the facts or advice considered as likely to be exempt from disclosure under the FOIA should be in the separate Part 2 form, together with the legal rationale for non-publication.

Is there a **Part 2** form – YES

Commercial Interest 43

Part 2 is exempt under Article 2(2)(a) of the Elected Local Policing Bodies (Specified Information) Order 2011.

**ORIGINATING OFFICER DECLARATION:**

	<i>Tick to confirm statement (✓)</i>
<b>Head of Unit:</b> The Chief Finance Officer has reviewed the request and is satisfied it is correct and consistent with the MOPAC's plans and priorities.	✓
<b>Legal Advice:</b> MPS legal advisors have been closely involved in drafting of the MOU and the MOPAC CFO and CEO are confident the document has received robust legal scrutiny.	✓
<b>Financial Advice:</b> The Strategic Finance and Resource Management Team has been consulted on this proposal.	✓
<b>Equalities Advice:</b> The Workforce Development Officer has been consulted on the equalities and diversity issues within this report.	✓

**OFFICER APPROVAL**

**Chief Executive**

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** R. Lawrence

**Date** 3.1.01.18

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