

**DMPC Decision – PCD 1509**

**Title: Skills House Letter of Indemnity**

**Executive Summary:**

This paper seeks approval for a letter to be provided to the operator of the Gravesend training centre (Support Services Gravesend Ltd) to indemnify them for any loss arising from works being carried out by MOPAC to connect services to the new Live Fire and Skills House.

**Recommendation:**

The Deputy Mayor for Policing and Crime is recommended to:

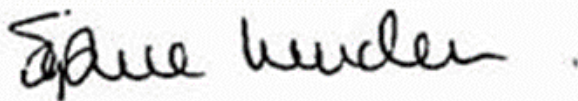
1. to approve that MPS can issue the attached letter offering an on-demand indemnity to Support Services Gravesend Ltd in regard the services connection works for the Live Fire & Skills House

**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**

20/09/2023

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

### **1. Introduction and background**

- 1.1. MOPAC approved the development of a Live Fire and Skills House in May 2022 at the Gravesend PFI training centre. This recognised that a deed of variation would be required to finalise its completion.

### **2. Issues for consideration**

- 2.1. The Deed of Variation to enable the works and operation of the new Skills House facility has taken longer than expected to complete. The PFI company has been content to allow the construction works to progress pending completion of the Deed of Variation.
- 2.2. Construction work to date has taken place in an area agreed with the PFI supplier as a segregated area with no impact on the PFI supplier. In order to progress the development of the Skills House facility MOPAC now needs to carry out connection works to join the new building to the existing electricity, gas and water supplies which are situated outside the segregated area and on land owned by the PFI company. The PFI company has sought an indemnity against any losses they might incur as a result of MOPAC carrying out these works.
- 2.3. The MPS assure that these works are “straightforward construction works that are routinely carried out on any new building and will be carried out by contractors appointed by and under the control of MOPAC. The works will take c. 8 weeks to complete.”
- 2.4. MPS consider that the highest likely scale of cost that may be incurred by MOPAC under this letter of indemnity is below £250,000, and, given the routine and carefully controlled nature of the works, it is expected that in all likelihood there will be no or only nominal costs incurred.
- 2.5. The deed of variation will be submitted in due course and will include a similar indemnity in relation to the works and subject to its approval the letter of indemnity will fall away.

### **3. Financial Comments**

- 3.1. There are no direct financial implications arising from this decision. The Skills House project has a £1,000,000 of uncommitted funds which could meet the MPS’s highest estimate of costs.

### **4. Legal Comments**

- 4.1. The MPS Directorate of Legal Services assures MOPAC has the legal power to issue the indemnity sought through their incidental power under Schedule 3, para 7, Police Reform and Social Responsibility Act 2011

## Incidental powers

- 7 (1)The Mayor’s Office for Policing and Crime may do anything which is calculated to facilitate, or is conducive or incidental to, the exercise of the functions of the Office.
- (2)That includes—
  - (a)entering into contracts and other agreements (whether legally binding or not);
  - (b)acquiring and disposing of property (including land);
  - (c)borrowing money.
- (3)This paragraph is subject to the other provisions of this Act and to any other enactment about the powers of the Mayor’s Office for Policing and Crime.

4.2. External solicitors have drafted the letter of indemnity.

4.3. The unlimited nature of the indemnity is considered to be novel or contentious. Paragraph 1.4 of the MOPAC Scheme of Delegation and Consent provides that “there will always be operational decisions which are significant either in terms of financial expenditure or public interest or which are in some other way novel or contentious. These have either been expressly reserved to the DMPC by this Scheme or, where the decision would otherwise be taken by staff/officers, will be referred to the DMPC for decision. “

## 5. Commercial Issues

5.1. The Deed of Variation is expected to take upto a further 4 weeks for approval from the PFI company, and will then be submitted to MOPAC for approval.

## 6. GDPR and Data Privacy

6.1. MOPAC will adhere to the Data Protection Act (DPA) 2018 and ensure that any organisations who are commissioned to do work with or on behalf of MOPAC are fully compliant with the policy and understand their GDPR responsibilities.

6.2. MPS assure that as this proposal does not use personally identifiable data of members of the public, there are no GDPR issues to be considered.

## 7. Equality Comments

7.1. MOPAC is required to comply with the public sector equality duty set out in section 149(1) of the Equality Act 2010. This requires MOPAC to have due regard to the need to eliminate discrimination, advance equality of opportunity and foster good relations by reference to people with protected characteristics. The protected characteristics are: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

7.2. The MPS assure that there are no equality or diversity implications arising from this proposal.

**8. Background/supporting papers**

- Appendix 1 MPS Report - Live Fire and Skills House Letter of Indemnity

**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

If yes, for what reason:

Until what date:

**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

<b>ORIGINATING OFFICER DECLARATION</b>	<i>Tick to confirm statement (✓)</i>
<b>Financial Advice:</b> The Strategic Finance and Resource Management Team has been consulted on this proposal.	✓
<b>Legal Advice:</b> The MPS legal team has been consulted on the proposal.	✓
<b>Equalities Advice:</b> Equality and diversity issues are covered in the body of the report.	✓
<b>Commercial Issues</b> Commercial issues are covered in the body of the report.	✓
<b>GDPR/Data Privacy</b> GDPR compliance issues are covered in the body of the report.	✓
<b>Drafting Officer</b> Alex Anderson has drafted this report in accordance with MOPAC procedures.	✓
<b>Director/Head of Service:</b> The MOPAC Chief Finance Officer and Director of Corporate Services has reviewed the request and is satisfied it is correct and consistent with the MOPAC's plans and priorities.	✓

**Chief Executive 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**

*Manakucherd.*

**Date** 18/09/2023