

**WEST MIDLANDS POLICE
AND CRIME COMMISSIONER**

**NON-CONFIDENTIAL
NOTICE OF DECISION**

[009/2021]

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**COLLABORATION AGREEMENT FOR THE PROVISION OF FORENSIC SERVICES
BETWEEN WEST MIDLANDS POLICE AND WARWICKSHIRE POLICE**

EXECUTIVE SUMMARY

This decision seeks approval to enter into a collaboration agreement between West Midlands Police and Warwickshire. This is for West Midlands Police to provide forensic services to Warwickshire police for an initial term of 5 years. This covers traditional and digital forensics as set out in Schedule 1 of the collaboration agreement.

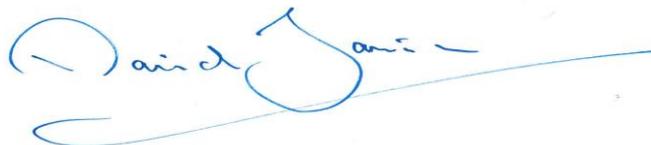
DECISION

To sign the proposed S22A collaboration agreement between West Midlands and Warwickshire police forces, and the Police and Crime Commissioners for those forces.

West Midlands Police and Crime Commissioner

I confirm that I do not have any disclosable pecuniary interests in this decision and take the decision in compliance with the Code of Conduct for the Police and Crime Commissioner of the West Midlands. Any interests are indicated below.

Signature

A handwritten signature in blue ink, appearing to read 'David Jones', written over a horizontal line.

Date 05.03.2021

FACTS AND ADVICE TO THE POLICE AND CRIME COMMISSIONER INTRODUCTION AND BACKGROUND

The agreement sets out the Forensics Service will be provided to both Police Forces by West Midlands Police as a result of this Collaboration. This includes traditional and digital forensics.

The agreement sets out the service standards and the financial arrangements.

West Midlands Police will manage on behalf of both Police Forces the relationship and contracts with external forensic contractors. External forensic spend will be monitored and reported back to at the Forensics Collaboration Board.

This decision replaces decision number 027/2020 which included a wider scope of services.

FINANCIAL IMPLICATIONS

Section 3 of the agreement covers the costs of the service that will be charged to Warwickshire Police by West Midlands Police. This includes one off costs and ongoing costs. One off costs are £779k and ongoing costs are £2,074k per annum. The ongoing costs will be charged to Warwickshire each year for the duration of the agreement.

LEGAL IMPLICATIONS

The Agreement is made between the Parties pursuant to sections 22A to 22C, 23, and 23A to 23I of the Act.

For the purposes of s23(5) of the Act, the Chief Officers signatory to the Agreement agree that the Agreement is in the interests of the efficiency or effectiveness of one or more police forces.

For the purposes of s23A(5) of the Act, the policing bodies signatory to this Agreement agree that the Agreement is in the interests of the efficiency or effectiveness of one or more policing bodies or police forces.

For the purposes of s22A of the Act, the Agreement contains a force collaboration provision focused on providing collaborative operational services. Nothing contained or implied in the Agreement prejudices or affects the rights, powers, duties and obligations of the Commissioner in the exercise of his functions as may be amended, supplemented or increased from time to time and the rights, powers, duties and obligations of the Commissioner pursuant to his functions may be as fully and effectually exercised as if this Agreement had not been made.

All Parties to this agreement accept that the provisions of s23E of the Police Reform and Social Responsibility Act [duty to publish information concerning collaboration agreements] will be discharged by each Party publishing the fact that this Agreement has been made and publishing a summary.

EQUALITY IMPLICATIONS

There are no equality implications arising from this agreement.