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AGREEMENT

Made between
Dacorum Borough Council
Hertsmere Borough Council
St Albans City & District Council
Three Rivers District Council and
Watford Borough Council

on 1 November 2001
relating to their Cremation
powers and responsibilities
and amended on 24 June 2002
to comply with amended legislation.

A Robertson
Clerk to West Herts Crematorium Joint Committee
c/o Chief Executive
Three Rivers District Council
Northway
Rickmansworth
Herts WD3 1RL

WEST HERTS CREMATORUIM JOINT COMMITTEE

MEMORANDUM OF AGREEMENT

This agreement is made between the Executive of Dacorum Borough Council (Dacorum), Hertsmere Borough Council (Hertsmere), St Albans City & District Council (St Albans), Three Rivers District Council (Three Rivers) and Watford Borough Council (Watford).

The former West Herts Crematorium Joint Committee (created by an agreement of 21 December 1973, amended on 29 March 1994) ceased to exist on 1 June 2001 in accordance with the Local Government Act 2001. The Executive of each Council has resolved to constitute a new West Herts Crematorium Joint Committee as they are empowered to do by the Local Government Act 2000. The parties are agreed as follows.

1 Constitution of Joint Committee

There shall be constituted from 1 November 2001 a Joint Committee of Dacorum, Hertsmere, St Albans, Three Rivers and Watford ("the constituent Councils") consisting of one member from each of the constituent Councils ("The Joint Committee"). It shall have the functions, powers and duties and be subject to the terms and conditions set out below.

2 Name of Committee

The name of the committee shall be the West Herts Crematorium Joint Committee.

3 Membership of Committee

- (1) The Joint Committee shall consist of members appointed by the Executives of each of the constituent Councils from among members of their Council.
- (2) Each Executive shall be entitled to appoint one member to the Joint Committee and in the absence of the appointed member is entitled to nominate another member of the council as a substitute. The usual term of office shall be three years from 1 June but the first term of office shall cease on 31 May 2004.
- (4) Membership of the Joint committee shall end immediately if the appointed member ceases to be a member of his/her Council for any reason whatsoever.
- (5) The Bishop of St Albans shall be entitled to appoint a representative to be co-opted onto the Joint Committee.

4 Powers of Committee

- (1) The Executives of the constituent Councils agree to delegate to the Joint Committee all their powers and duties under Section 214 of the Local Government Act 1972 and any other relevant legislation for the provision and maintenance of crematoria (including the existing crematorium at Garston).
- (2) The delegated powers shall not extend to the power to borrow money or to levy a precept or to hold land.

5 Committee Meetings and Proceedings

- (1) The Joint Committee shall hold two meetings at least every year and may hold other meetings at intervals if it finds it necessary or convenient.

- (2) The Joint Committee shall have power to appoint sub-committees from among its members for any purpose it decides could better be managed or considered by a sub-committee.
- (3) The Joint Committee shall make standing orders regulating the procedure at its meetings, making provision for the election of a chairman and specifying the place of meeting and quorum for meetings of the Joint Committee and any sub-committee.

6 Staff

- (1) The Joint Committee may appoint and pay advisory officers in the employment of a constituent Council. If the officers main employment ceases so must his/her employment with the Joint Committee.
- (2) The Joint Committee may appoint and pay such other staff as it deems necessary for the fulfilment of this agreement.

7 Accounting Arrangements

- (1) The Joint Committee, its officers and staff, shall keep proper accounts of all income and expenditure transactions as required by legislation and codes of practice.
- (2) As soon as possible at the end of every financial year (a period of 12 months ending on 31 March) the Joint Committee shall publish a report on the operations of the Joint Committee during the financial year and a set of the final accounts for the year and send copies to each Constituent Council.
- (3) As soon as available the Joint Committee shall publish the audited accounts for the financial year.

8 Borrowing Arrangements

If the Joint Committee requires to incur capital expenditure in connection with the provision of crematoria, which it cannot fund from revenue, it may request one or more of the constituent Councils to lend it the money or borrow the funds on its behalf for such periods, at such rates of interest and on such terms and conditions of repayment as the Joint Committee may reasonably prescribe or approve.

9 Vesting of Land and Property

All land and property acquired or constructed by whatever means for the purpose of cremation, shall belong to and be vested in the Council in whose area the greater part is situated but shall be managed and maintained by the Joint Committee.

10 Apportionment of Deficits and Surpluses

- (1) All expenses, net of income and reserves, incurred by the Joint Committee in any financial year shall be borne by the constituent Councils in proportion to the populations of the respective districts according to the Registrar-General's mid-summer estimate for that financial year.
- (2) The Joint Committee may require each of the constituent Councils to pay on 1 April, or another date that the Joint Committee determines, the sum which the Joint Committee estimates will be the proportion of any estimated deficit to be met by that Council. When the exact amount and proportion of the deficit are known, there shall be an appropriate adjustment between the Joint Committee and each of the constituent Councils.

- (3) The Joint Committee may use part or all of any surplus made in a financial year to finance capital expenditure and redeem debt and to carry it forward to meet contingencies and future expenditure requirements.
- (4) Any surplus remaining shall, as soon as practicable, be returned to the constituent Councils in the same proportions as applies to deficits in sub-clauses (1) and (2).

11 Scrutiny of Decisions

- (1) A Scrutiny Committee shall be appointed consisting of one non-Executive member of each of the constituent Councils, who must not be the member or substitute on the Joint Committee.
- (2) In the absence of the appointed member another nominated non-Executive member of the same Council can substitute.
- (3) The usual term of office shall be three years from 1 June but the first term of office shall cease on 31 May 2004.
- (4) Membership of the Scrutiny Committee shall end immediately if the appointed member ceases to be a member of his/her Council for any reason whatsoever.
- (5) The Scrutiny Committee shall have the power to review the effectiveness of the Joint Committee and its staff in providing efficient and effective crematoria services.
- (6) The Scrutiny Committee shall have the power to call-in a decision taken by the Joint Committee but not yet implemented and to request that it be reconsidered. The following criteria must be met:
 - (i) the request is made to the Clerk to the Joint Committee within five working days of publication of the decision and by at least two members of the Scrutiny Committee, and
 - (ii) the decision proposes expenditure or savings in excess of £250,000 or such higher sum as the Committee shall agree.
- (7) The Scrutiny Committee has 15 working days from the date of publication of the decision to report its conclusions, failing which the original decision will take effect.
- (8) On receipt of a report from the Scrutiny Committee the Joint Committee may decide to proceed with the original decision or an amended decision and will publish that decision.

12 Review of the Agreement and Determination of Agreement

- (1) Any constituent Council Executive may require a review of all or any of the terms of this agreement by giving all the other Council Executives written notice specifying the nature of the review required.
- (2) A review, once requested, must take place within six months of the written notice requesting the review.
- (3) Any change to this agreement must be agreed by all constituent Council Executives.
- (4) If as a consequence of a review all of the authorities agree to determine this agreement or the agreement is determined by statute, then the assets shall be realised and the constituent authorities share equally in the proceeds.
- (5) Any constituent Council wishing to withdraw from the agreement must give not less than one year's notice in writing to all the other Councils, such withdrawal only to take place at 31 March in any year.
- (6) If any constituent Council(s) withdraw from the agreement then they shall be entitled to their share of the value of fixed assets stated in the balance sheet at 31 March in the year of their withdrawal, and based

on an updated depreciated replacement cost. Such share will be paid at a time or in instalments over a period of time to be agreed by the Councils.

13 Arbitration

All disputes between the constituent Councils or between any of them and the Joint Committee on the interpretation of this agreement and all disputes or differences in any way or at any time shall be referred to an arbitrator to be agreed by the parties, failing which to be named by the Secretary of State, and the current arbitration legislation will apply.

This agreement is freely entered into by the following parties on 24 June 2002.

Dacorum Borough Council	Council Leader Chief Executive
Hertsmere Borough Council	Council Leader Head of the Paid Service
St Albans City & District Council	Council Leader Head of the Paid Service
Three Rivers District Council	Council Leader Chief Executive
Watford Borough Council	Elected Mayor Chief Executive

