



**WATFORD
BOROUGH
COUNCIL**

CABINET

4 March 2024

7.00 pm

**Rooms 201/202, Annexe, Town Hall,
Watford**

Contact

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democraticservices@watford.gov.uk .

01923 278377

Publication date: 23 February 2024

Cabinet Membership

Mayor	P Taylor	(Chair)
Councillor	A Dychton	(Deputy Mayor)
Councillors	J Pattinson, K Rodrigues, G Saffery, I Stotesbury, M Watkin and T Williams	

Agenda

Part A – Open to the Public

1. **Apologies for absence**
2. **Disclosure of interests (if any)**
3. **Minutes of previous meeting**

The [minutes](#) of the meeting held on 5 February 2024 to be submitted and signed.

4. **Conduct of meeting**

The Cabinet may wish to consider whether there are any items on which there is general agreement which could be considered now, to enable discussion to focus on those items where the Cabinet sees a need for further debate.

5. **Focusing on Delivery: Performance and Progress Report Q3 2023/24** (Pages 4 - 74)

Report of the Associate Director of Customer and Corporate Services, Delivery Support Lead, Intelligence, Performance and Improvement Lead

6. **Appointment to Council Companies** (Pages 75 - 77)

Report of the Group Head of Democracy and Governance

7. **Property Investment Board Terms of Reference** (Pages 78 - 83)

Report of the Group Head of Democracy and Governance

8. West Herts Crematorium Joint Committee (Pages 84 - 194)

Report of the Group Head of Democracy and Governance

9. A review of fines for fixed penalty notices (Pages 195 - 204)

Report of the Environmental Health Manager – Environment

10. NCIL Spending report 2024 (Pages 205 - 219)

Report of the Community Commissioning Lead

11. Croxley Park Business Plan 2024/25 (Pages 220 - 322)

Report of the Associate Director of Property and Asset Management

The Appendix is considered to be exempt in accordance with Paragraph 3, Part 1 Schedule 12A as it contains commercially sensitive information.

12. Exclusion of press & public

The Chair to move: that, under Section 100A (4) of the Local Government Act 1972, the public and press be excluded from the meeting for the following item of business, if any, as it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that if members of the public were present during consideration of the item there would be disclosure to them of exempt information as defined in Section 100(1) of the Act for the reasons stated below in terms of Schedule 12A.

Note: if approved, the Chair will ask members of the press and public to leave the meeting at this point.

Agenda Item 5

Report to:	<i>Cabinet</i>
If other:	<i>N/A</i>
Date of meeting:	<i>4 March 2024</i>
Report author:	<i>Associate Director of Customer and Corporate Services, Delivery Support Lead, Intelligence, Performance and Improvement Lead</i>
Report sponsor:	<i>Director of Partnerships</i>
Portfolio holder:	<i>Councillor Mark Watkin</i>
Report title:	<i>Performance and Progress Report – Q3 2023/24</i>

1.0 Executive Summary

1.1 Following the Mayoral election in June 2022 Watford Borough Council launched its new Council Plan which set out an ambitious agenda for the town and the council. The Council Plan forms part of the organisation's strategic framework, which aims to ensure that the council delivers on its commitments. Underpinning the Council Plan is a two-year Delivery Plan and our key corporate strategies, which are supported by a suite of key performance indicators (KPIs). This allows the council to ensure that both projects, strategies and high-quality services continue to be delivered, and for action to be taken if areas of concern are identified. A critical part of this approach is regular reporting of the key elements of the council's strategic framework and day to day performance. This report, therefore, contains updates comprising:

- the Council Plan 2022-26 and Delivery Plan 2022-24;
- the external key performance indicators for Q3 of 2023/24.
- Key corporate strategies

1.2 The updates reflect the positive outcomes that have been achieved over the third quarter of 2023/24. The progress achieved since the last update to Cabinet is shown in the documents appended to this report (Appendices A, B and C).

1.3 The successful delivery of the commitments in the Council Plan 2022-26 is critical to ensuring we remain focused on what is important to Watford and we are recognised as an organisation that delivers on its promises. As such, the council has committed to reporting on progress against our key plans on a quarterly basis. This report forms the seventh of these updates since the approval of the new Council Plan.

2.0 Recommendations

It is recommended that Cabinet note:

2.1 The progress updates within this report relating to:

- the Council Plan 2022-26 and Delivery Plan 2022 -24 (Appendix A)
- the external key performance indicator results for Quarter 3 of 2023/24 (Appendix B)
- the council's key corporate strategies (Appendix C)

2.2 That the report will be presented to Overview and Scrutiny Committee on 13 March 2024.

3.0 Report pathway

3.1 Next review body: *Not applicable:*

3.1.1 Indicative date: *Not applicable*

3.2 Final review body: *Cabinet*

3.2.1 Indicative date: *4 March 2024*

4.0 Contact Officer:

For further info contact: Liam Hornsby, Associate Director of Customer and Corporate Services,

Email: liam.hornsby@watford.gov.uk

Reviewed and signed off by: Alan Gough, Director of Partnerships and Performance

5.0 Detailed proposal

5.1 The council has an ambitious agenda for Watford and recognises that a focused, and aligned, strategic framework is fundamental to the successful delivery of its plans for the town.

5.2 Following the Mayoral election in May 2022, the council reviewed and refreshed its strategic framework to better reflect these ambitions as well as the Mayor's Manifesto, local intelligence, community feedback and best practice. The renewed framework, comprising the council's key strategies and plans, confirms our focus on what is important to the town and its residents and that resources are allocated to its priority commitments.

5.3 A critical part of the successful delivery of the renewed framework is robust, and regular, monitoring and reporting of the associated plans including:

- the Council Plan 2022-26 and Delivery Plan 2022-24;
- Key performance indicators.
- Key corporate strategies

This report presents a progress update of the plans outlined in 5.3 and in associated Appendices (A, B and C).

5.4 A significant amount of progress has been achieved across all delivery areas. The direction set by the strategic framework has ensured services have clarity on where they need to concentrate, focus their energies and support the council's reputation as a council that gets things done and that delivers on what is important to the town.

5.5 Running throughout the council's progress is the strengthening of our organisational approach, governance and structure. This means the council has the essential building blocks in place to support all of our activities and commitments not just across these plans but also across all of our corporate work and effort. This has particularly focused on:

- making sure we have the right capacity to deliver on our priorities in the context of a challenging financial climate;
- a renewed emphasis on integrating how we work strategically;
- making sure the way we make our decisions is transparent, timely and supported by the relevant information; and
- our organisational culture, underpinned by our values and behaviours, is directed to our 'one team' approach, shared ownership of our corporate priorities and commitment to deliver

5.6 All of our plans and strategies are supported by a suite of key performance indicators, which have recently been reviewed and ensure that, as an organisation, we continue to provide high quality services to our residents, businesses and community.

5.7 The approach taken by the council in relation to the Council Plan and reporting was noted by the recent Local Government Association Peer Challenge as strong, providing a clear link between the Mayoral Manifesto and the Council Plan and ensuring that staff had a clear sense of purpose to delivery for the community.

6.0 Council Plan 2022-26 and Delivery Plan 2022-24

6.1 The new Council Plan 2022-26 was approved by Council in June 2022 as was the associated Delivery Plan 2022-24.

6.2 The Council Plan is designed to be strategic, high level and outward-facing, with an emphasis on outcome focused commitments based around four key themes:

- A greener, brighter future
- An inspiring, thriving and creative town
- A diverse happy and healthy town
- A council working for our community and serving our residents

Each theme has a number of areas of commitment under which specific projects and areas of work have been identified and articulated through the Delivery Plan 2022-24.

6.3 Whilst the Council Plan has a four-year perspective, the Delivery Plan has been developed to focus on key priorities to mid-2024. The 18-month perspective means that the Council can remain flexible and agile to respond to emerging and future challenges and opportunities over the life of the Council Plan. Over the next period, the council will develop the next iteration of its Delivery Plan to cover the period 2024-2026, up to the next scheduled Mayoral Election.

6.4 By reporting regularly to Cabinet and Overview and Scrutiny Committee on the progress made by the organisation against the Council Plan and, particularly the Delivery Plan, we can ensure we are continuing to focus our resources on what is important to our town and community. It also provides transparency and clear accountability to our community.

6.5 The full report can be seen in Appendix A but some key highlights, by Council Plan theme, are included below:

A greener brighter future

- The planned works at Cassiobury Wetlands were completed in December 2023 and closure signs have been displayed to allow the wetlands to recover this winter. When the site is re-opened, visitors will be encouraged to visit, explore and engage with the nature reserve, whilst managing access to protect biodiversity. There will also be opportunities for community engagement with schools undertaking educational visits and volunteers maintaining habitats.
- All planned trees (200+) for 2023/24 have been planted ahead of schedule including 121 trees funded by £75k Treescape funding. A successful tree giveaway event, a joint initiative with HCC, was held at Woodside in December 2023 with over 9,000 trees collected and the ambition to plant an additional 20,000 by 2026 already met.

- £35k Garfield Weston funding has been successfully secured for the ongoing delivery of the Rediscovering River Colne Programme
- Stage 2 of the options and feasibility study for the Watford to Croxley Link is now complete and the report finalised. Stakeholder engagement will be undertaken and the findings published in the new year.
- The proposal for the Green Investment Bond Scheme which would have addressed the activity to ‘explore opportunities that will contribute financially to our green commitments and goals’ has been identified previously within these reports as challenging because of the economic climate. It has therefore been removed from the Delivery Plan for reporting purposes.

An inspiring, thriving and creative town

- Following a successful bid, £16m was provisionally awarded from the third round of the Levelling Up Fund from central government towards the delivery of the Innovation & Incubation Hub and the Colosseum refurbishment.
- The Watford Skills and Employment Plan has been drafted and is going through the approvals process. Once approved, West Herts College will coordinate the associated Action Plan and will bring together relevant skills and education providers to form the Watford Skills and Employment Group.
- A Business Feedback Group was convened for the first time in November 2023 to help with thoughts and comments on the new Place Brand. The group will also help with feedback on other council initiatives over the coming months.
- Construction of the Gateway at Watford Business Park is complete and a partial possession certificate has been issued for the buildings. There is already a good level of interest in the new facility. Heads of Terms (HoTs) for two units have been agreed and two further HoTs are currently underway. A café operator for the facility has been agreed. Practical Completion is expected in the next quarter.

A diverse, happy and healthy town

- Demand at the new crematorium continues to exceed all expectations and by mid-December, 223 funerals had been held for families to say farewell to their loved ones. Feedback from users (funeral directors and the bereaved) continue to be overwhelmingly positive. The new facility

has been shortlisted for a Civic Trust award reflecting the council's commitment to high quality design for the facility.

- The new Voluntary Sector Commissioning Framework (VSCF), developed through extensive engagement with commissioned organisations, was approved by Cabinet in October 2023 alongside the proposed changes to funding from 2024/25. Service Level Agreements are being drafted for commissioned organisations.
- The council's Community Asset Strategy and Community Lettings Policy were approved by Cabinet in November 2023.
- Continuing engagement with health partners and representing the health and wellbeing needs of Watford residents, including attendance at flu and covid booster clinics and women's wellness session.
- Marked White Ribbon Day in November 2023 by delivering activities including training for council staff.
- The Community Engagement and Participation Strategy, which provides strategic direction and action planning on a council-wide approach to how we engage with our community, was approved.
- The council's Equality, Diversity and Inclusion (EDI) policy and Delivery Plan, which covers the council's role as an employer as well as a service provider and convener of place, were approved.

A council working for our community and serving our residents

- We are leading by example in the delivery of the council's Environmental Strategy with 23 colleagues attending the Climate Literacy training and receiving Carbon Literacy certification.
- The council's Continuous Improvement Framework, which formalises the process for continual improvement of our processes and service delivery, was approved by Cabinet in November 2023 and will contribute to the ongoing delivery of high quality services for residents, businesses and our community.
- The council's four-year ICT Strategy has been approved and ready for delivery. The Strategy will ensure we continue to deliver and keep pace with the rapidly changing landscape both within technology developments and across the cyber security threats, enabling the council to continue delivering digital but secure services to our residents.
- As part of our commitment to support the health and wellbeing of employees, Lunch and Learn sessions are planned for the next few months with the first session 'Winter Wellness' in January 2024.

- Successful 'Living the Values' event was held to further embed the council's six corporate values: Agile, Bold, Integrity, Respect, Trust and Working Together.

7.0 Key Performance Indicators

- 7.1 Our key performance indicators underpin our Council Plan by ensuring that the organisation continues to perform against a range of measures relating to the services we provide to our residents, businesses and community.
- 7.2 The measures highlighted within this report have supported the delivery of good quality services by highlighting areas of good performance and, more importantly, under performance. This allows the council to ensure that services continue to offer a high-quality service to our residents and businesses, and for action to be taken if areas of concern are identified.
- 7.3 The attached report (Appendix B), therefore, shows the results for the current set of key performance indicators during the first quarter of the 2023/24 financial year. In summary, out of the 49 indicators, 48 results were received for Q3 with face to face satisfaction in the customer service centre to recommence in the refurbished Town Hall once complete. Of those 48 results, 44 have targets set. 25 KPIs exceeded targets and 16 were outside of the target. Three indicators were outside of the target but within tolerance. Some key highlights, by Council Plan theme, are included below:

A greener brighter future

- Both indicators related to fly-tipping exceeded the targets set.
- Net Zero Carbon footprint for Watford Leisure Centre has achieved a reduction of 3% this year to date. The target set for this KPI was a 3% reduction by the end of 2023/24, and this was achieved in Q2, primarily due to the installation of a pool cover. Both leisure centres have had pool covers installed as well as LED lighting. Customer service response times for both leisure centres remained high, with 100% of customer comments responded to within 48 hours.
- Levels of detritus were within target, and much improved compared with Q3 last year. Levels of graffiti were just outside of the target, however improved on this time last year. Levels of litter and fly-posting were outside of target and showed a small increase on Q3 the previous year. Fly posting levels remain low overall, with a significant reduction within Main Road areas. Issues involving estate agent boards and yellow developer signs contributed to the result.

- There were 27,953 journeys made on Beryl Bikes, contributing to a total of 93,186 journeys made since April 2023 - on track for the yearly target of 115,000.
- Both recycled and composted waste and residual household waste indicators were outside of the targets but within tolerance.

An inspiring, thriving and creative town

- Good results were recorded for the planning service in Q3, with all indicators related to the processing of planning applications exceeding targets. See table below for detail on number of applications and processing time.

	Total number received	Processed within timescale	Required an extension of time	Processed outside of timescale
Major	4	2	2	0
Minor	38	32	6	0
Other	89	84	5	1

- The number of parking penalty charge notices (PCN) issued in Q3 was 9,892, a decrease compared with Q2. Hertfordshire County Council took over the management of the bus gate from the 1 November 2023, which has reduced the number of PCNs issued. There was one tribunal appeal in Q3 which was not contested.
- Watford Market occupancy rate continues to be above target at 93.50%.

A diverse, happy and healthy town

- There were five verified rough sleepers at the end of December, increased from three at the end of June. The number of rough sleepers in the town is currently low due to the Winter Shelter running at New Hope's The Haven until 31 March 2024. There are three rough sleepers who have not engaged with support offered. On average there are 11 people being housed at the winter night shelter, seven of whom have restricted eligibility.
- The number of households in temporary accommodation (TA) continues to increase with the most frequent reason for the loss of the last settled home being the end of a private rented tenancy. This has increased by 140% compared with April to December 2022. Settled housing move-on options are challenging. It is incredibly difficult to find affordable private rented accommodation. For example, only one private rented home was

let to a homeless household in 2023-24 Q3 compared with six in the same period last year. During the quarter there were 98 lettings of housing association homes, which is a higher number of lettings than usual and included the Yeatman Court development. This development enabled a small reduction in the number of households in temporary accommodation for a few weeks. However, going forward there are delays in the expected completion of new affordable home developments which compounds the challenge for the Housing service.

- The number of households placed in temporary accommodation out of area has increased significantly since Q2. There are a number of reasons for this including: the number of households presenting as homeless has increased; all local authorities are facing the same homelessness pressures and are competing for a limited pool of temporary accommodation units, comprising of self-contained homes and shared rooms, which results in the service having to take TA units wherever they are available.
- The percentage of homeless relief cases closed with a successful outcome was 67%, exceeding the 60% target and improving on Q2. This KPI measures the outcomes for those clients whose relief duty has been closed this quarter. Relief cases include households the council has provided temporary accommodation for because they are homeless. The service has continued to exceed the target of 60% despite the dwindling supply of homes from housing associations and little availability of affordable private rented accommodation available locally for these households to move on.
- The percentage of successful homeless preventions also showed improvement since Q2 and exceeded the 60% target at 74%. Prevention cases involve households who are not yet homeless, so the council works with them to source alternative homes before they become actually homeless.
- There were 2 new homes for social rent handed over in Q3. The 2 properties were Local Authority Housing Fund (LAHF) social rent lettings. LAHF properties are second hand purchases, not new developments. The ambition is 120 new homes by 2026. This year, 27 properties in total have been handed over for social rent. A full report on progress on this KPI will be provided in Q4.
- Q3 results were on track for both Central and Woodside Leisure centre usage. There was a small dip in throughput, membership and swimming lesson take up, causing these indicators to be outside the quarterly target, however this an expected trend over the Christmas period. Swimming lesson take up was slightly lower than expected but not of concern.
- Customer satisfaction with sports and leisure centres remained high with 95% of customers rating the service at 7 or above (out of 10). Contract Managers continue to promote an open-door policy for any queries and have customer forums at least twice a year.

A council working for our community and serving our residents

- Looking at customer experience measures, self-service levels were above target at 79%, the highest result achieved this year. The number of telephone calls answered has improved since Q2 and is now exceeding the target. Telephone waiting time to the CSC has seen a significant jump since Q2, going from below target due to staffing challenges over the summer period, to well within target in Q3.
- The FOI response within timescales was 92%. Much improved on Q2 (78%) but still outside the 100% target.
- The result for the indicator relating to staff sickness was within target. Numbers of long and short-term sickness remained similar to Q2.
- Council Tax and Non-Domestic Rates collection are both on track to be within target at the end of the year, and similar to results this time last year. Percentage of Housing benefit classified as 'LA error' is 0.29% higher than this time last year due to one large LA error paid in Q1, however it has been reducing steadily throughout the year as expected and is currently below the target threshold.
- The number of customers signed up to digital/email as preferred contact channel improved in Q3 to 77%. Complaints response time showed slight improvement at 68% compared with Q1 (65%). New functionality in the Firmstep complaints module was implemented in November that will ask officers to add a reason why a complaint has been answered late. It is hoped this will enable better insight as to how this result can be improved. A breakdown reasons for late responses will be provided in the Q4 reporting.
- Several new KPI's related to Customer satisfaction by contact channel were added as part of the KPI review, and the metrics are based around the percentage of customers who have given a positive rating of the service received. The contact channels assessed in Q3 were website, telephone and digital. Customer satisfaction for digital channels has dropped slightly since Q2, and is now just outside of target, with 86% of customers giving the service a positive rating. Telephone satisfaction also has dropped in Q3 (79%) when compared with Q2 (97%). The CSC went live with a new SMS feedback channel in October. This means *all* customers that called via a mobile phone were given the opportunity to leave feedback. It has been noted, however, that feedback received since going live with SMS has been more constructive, and this is shared with all services during regular monthly meetings, enabling improvements where needed. Website satisfaction remained steady at 43% - the lowest rating of all channels measured. Most poor ratings related to customers using the website to pay a Penalty Charge Notice. A review of all parking content of the website took place during Q3, and changes will be implemented in Q4, which will hopefully result in improvement in this area.
- The result for speed of processing Housing Benefit (HB) Claims is an average of 6 days, 1 day within target and an improvement on Q2. The service

receives very few HB claims, so it only takes a couple of claims to take the maximum amount of time given to process (30 days) for it to impact on processing times. The service continues to closely monitor each new Housing Benefit claim received and actively chase customers several times a week to encourage them to supply the documentation required to process their claim.

- The result for the average time to process a change of circumstances was 6 days. An improvement on Q2 and within target.

8.0 Key Council Strategies

8.1 Aligned to the Council Plan are a number of key strategies which guide the organisation's delivery of services in a number of specific areas. These strategies have each been approved individually by Cabinet and, in line with our ambition to strengthen delivery across the council, updates on these strategies are included as part of this quarterly Performance and Progress report.

8.2 These are attached at Appendix C and are intended to give an overview of progress over the past period, highlight the key activities for the next period and provide key pieces of information about the particular area of delivery.

9.0 Implications

9.1 Financial

9.1.1 When setting the budget for 2024/25 and Medium Term Financial Strategy (MTFS) to 2026/27, Portfolio Holders agreed a set of budget principles to help guide the identification of savings. The first of these principles was to 'prioritise our Council Plan commitments when we make financial and budget decisions.' The Council's Medium Term Financial Strategy is therefore aligned with the Council Plan.

9.1.2 The Council's budget underpins the whole of the Council Plan and Delivery Plan, ensuring that appropriate financial resources are available to meet the commitments.

9.1.3 The Chief Finance Officer comments that there are no further financial implications arising from the contents of this report.

9.2 Legal issues (Monitoring Officer)

9.2.1 The Group Head of Democracy and Governance comments that the Council Plan is one of the policy framework documents listed in the constitution that has to be approved by Council. The plan was approved by Council on 13 June 2022.

10.0 Risks

Nature of risk	Consequence	Suggested control measure	Response (treat, tolerate, terminate, transfer)	Risk rating (combination of severity and likelihood)
Slippage on delivery of the Council Plan	Failure to deliver our commitments resulting in poorer outcomes for our town and residents. Potential impact on the reputation of the Council.	Regular monitoring and reporting to Cabinet and Overview and Scrutiny Robust project and programme management	Treat	3 (severity) x 2 (likelihood) = 6
Failure to recognise milestones / completion of commitments	Lost opportunity to celebrate success internally and externally	Regular monitoring and reporting to Cabinet and Overview and Scrutiny Robust project and programme management Clear communication of milestones / achievements	Treat	3 (severity) x 2 (likelihood) = 6
Failure to promote and recognise the Council's strategic	Lost opportunity to embed a renewed strategic	Regular, robust and accurate reports for Cabinet and Overview and	Treat	3 (severity) x 1 (likelihood) = 3

approach and culture that is focused on delivery and outcomes	approach and culture that ensures Watford BC remains a high performing, innovative and agile organisation	Scrutiny that is owned across service areas Linking delivery to staff and team objectives		
Slippage on delivery of the key strategies	Failure to deliver our commitments to staff potentially resulting in failure to deliver our Council Plan.	Regular monitoring and reporting to Cabinet and Overview and Scrutiny Robust project and programme management.	Treat	3 (severity) x 2 (likelihood) = 6
Failure to scrutinise organisational performance	Potential for performance to slip with consequences for quality of service delivery	Robust scrutiny and challenge	Treat	3 (severity) x 2 (likelihood) = 6
Failure to respond to issues with organisational performance	Potential for issues with performance not to be addressed, and for poor performance to continue	Response to issues identified monitored by Overview and Scrutiny Committee, Leadership Board and Portfolio Holders.	Treat	3 (severity) x 2 (likelihood) = 6
Failure to provide transparency over organisational performance	Lack of understanding and trust related to organisational performance, particularly where performance	Ensure KPIs have sufficient commentary explaining the context around the quarterly results. Ensure portfolio holders have regular	Treat	3 (severity) x 2 (likelihood) = 6

	is below the standard expected.	opportunities to review and discuss organisation performance.		
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11.0 Equalities, Human Rights and Data Protection

11.1.1 Equalities

11.1.1.1 An Equality Impact Analysis (EIA) was developed for the Council Plan 2022-2026. This is consistently reviewed based on up-to-date information and data the council receives to ensure the council meets its public sector equalities under the s149 (1) of the Equality Act 2010.

12.0 Data Protection Impact Assessment

12.1.1.1 Having had regard to the council's obligations under the General Data Protection Regulation (GDPR) 2018, it is considered that officers are not required to undertake a Data Processing Impact Assessment (DPIA) for this report.

13.0 Sustainability

13.1.1 The council's commitment to sustainability runs through the Council Plan and a range of actions to deliver our climate change commitments are identified within the Delivery Plan. These range from pushing forward with delivering greener ways to travel in Watford to promoting Watford's transition to a low-carbon economy. Indeed, an entire theme is devoted to delivering 'a brighter, greener future' with a whole range of activities planned to meet our sustainability commitments.

14.0 People Implications

14.1.1 The Council Plan sets the Council's strategic direction, and is, therefore, a key document for staff, enabling them to understand our commitments and priorities and allowing them to contribute fully to our success and achievements. As the overarching plan for the Council, it provides the framework for all our strategies and policies and links, through the Delivery Plan, to service business plans and individual staff objectives and outcomes. The principles demonstrate how we go about our work and are an important guide for staff on the Council's expectations recognising it is not just what we deliver but how we deliver that is a measure of our organisational culture.

15.0 Community Safety/Crime and Disorder

15.1.1 Section 17 of the Crime and Disorder Act 1998 requires the Council to give due regard to the likely effect of the exercise of its functions on crime and disorder in its area and to do all it reasonably can to prevent these. Our

theme: A diverse, happy and healthy town, underpins our commitment to 'promote our welcoming and respectful town' and the associated action to 'ensure everyone feels welcome, included and safe in Watford' and to 'establish our commitment to the wellbeing of women and girls' by working with partners and using our statutory powers.

16.0 Next steps should recommendations be approved

16.1 This report will be used to update Overview and Scrutiny Committee on the following:

- Appendix A – Council Plan 2022-26 / Delivery Plan 2022-24 progress update
- Appendix B – Key Performance Indicators update Q2 2023-24
- Appendix C – Key Corporate Strategies

16.2 In order to improve transparency of our corporate performance, a designated web page has been created providing a single location for the Council Plan 2022-26, Delivery Plan 2022-24 and key strategies to be publicly accessible. Alongside these strategies, the Performance and Progress reports will also be available.

17.0 Appendices

- Appendix A – Delivery Plan 2022-24 progress update
- Appendix B – Key Performance Indicators update Q3 2023-24
- Appendix C1 – Economic Growth Strategy 2022-26
- Appendix C2 – Customer Experience Strategy 2022-26
- Appendix C3 – Sustainability Strategy 2023-30
- Appendix C4 – Transforming Travel in Watford Strategy
- Appendix C5 – Community Engagement and Participation Strategy 2023-26
- Appendix C6 - Cultural Strategy 2018-25

18.0 Background papers

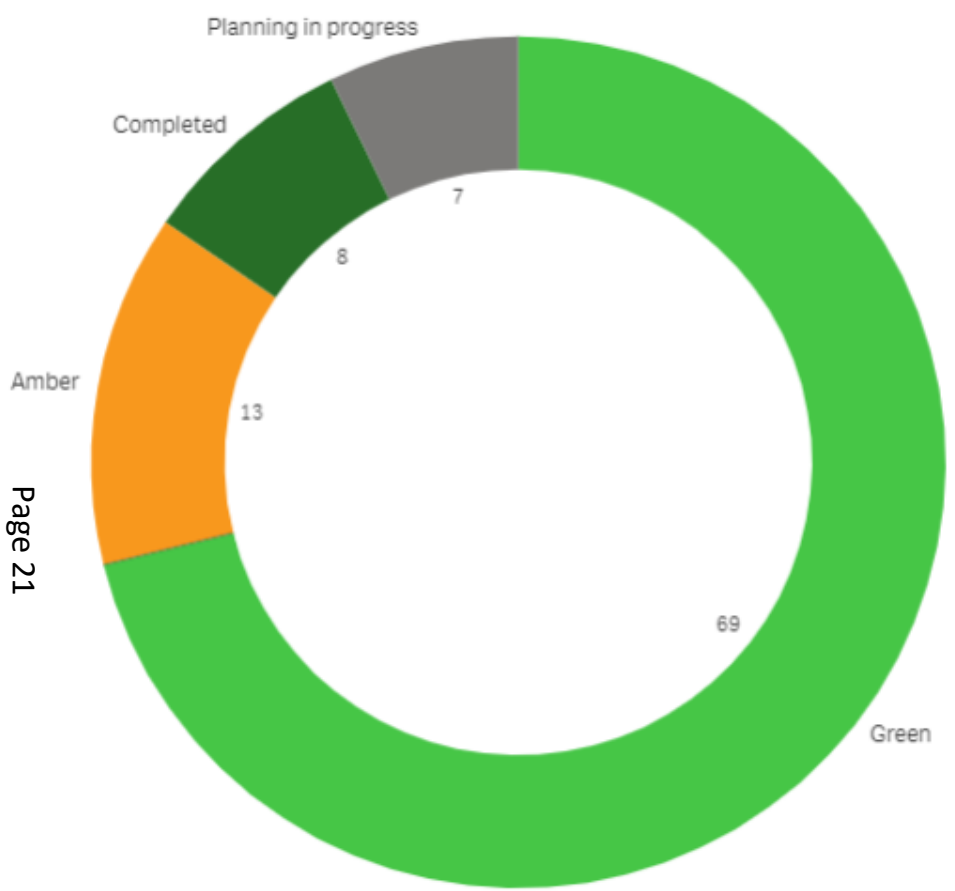
- Watford Borough Council: Council Plan 2022-26
- Watford Borough Council: Delivery Plan 2024-26
- Economic Growth Strategy 2022-26
- Customer Experience Strategy 2022-26

- Sustainability Strategy 2023-30
- Transforming Travel in Watford Strategy
- Community Engagement and Participation Strategy 2023-26
- Cultural Strategy 2018-25



Delivery Plan Progress Update

Delivery Plan Overview

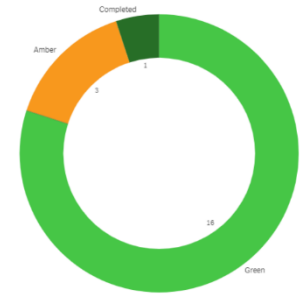


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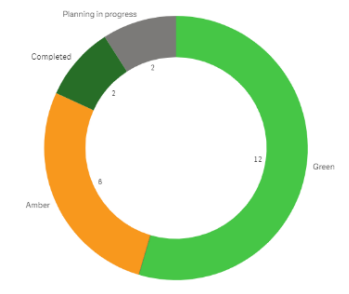
Key

- D.Green** – Completed
- Green** – On track
- Amber** – Potential Risks / Some uncertainty
- Red** – Challenges

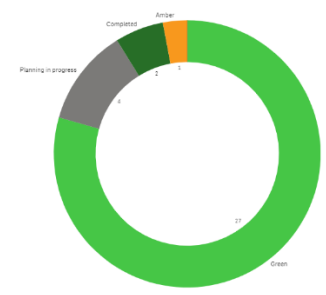
Council Plan Theme - A greener, brighter future



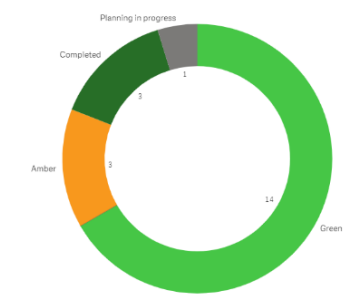
Council Plan Theme - An inspiring, thriving and creative town



Council Plan Theme - A diverse, happy and healthy town

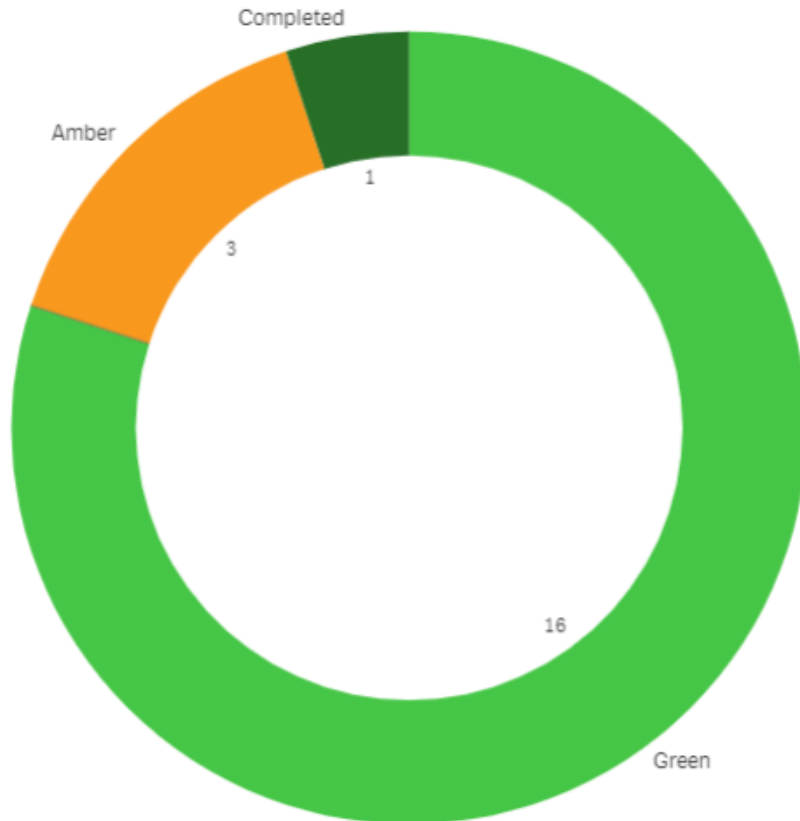


Council Plan Theme - A Council working for our community and serving our residents



THEME: A greener brighter future

Overview



Key achievements over this period

- The planned works at Cassiobury Wetlands were completed in December 2023 and closure signs have been displayed to allow the wetlands to recover this winter. When the site is re-opened, visitors will be encouraged to visit, explore and engage with the nature reserve, whilst managing access to protect biodiversity. There will also be opportunities for community engagement with schools undertaking educational visits and volunteers maintaining habitats.
- All planned trees (200+) for 2023/24 planted ahead of schedule including 121 trees funded by £75k Treescape funding. Successful tree giveaway event held at Woodside in December 2023, a joint initiative with HCC, with over 9000 trees collected.
- £35k Garfield Weston funding has been successfully secured for delivery of the Rediscovering River Colne Programme
- Stage 2 of the options and feasibility study for the Watford to Croxley Link is now complete and the draft report finalised. Stakeholder engagement will be undertaken and the findings published in the new year.

Commitment	Activity	BRAG' Rating	Trend	Headline	
<p>Encourage people to make greener travel choices, reducing congestion and improving the health and wellbeing of the town</p>	<p>1. Investigate greener travel and transport solutions that work for Watford</p>	<p>We will continue to investigate the potential for a low-carbon transport hub in Watford town centre to encourage more use of public transport, reducing congestion and improving air quality for everyone.</p>	<p>Green</p>	<p>↔</p>	<p>Through our ambitious Transforming Travel in Watford (TTIW) Strategy we have continued to make steady progress in our investigation for a low-carbon transport hub in the town centre. The initiative will support the Strategy's overall objectives including reducing congestion and providing green ways of travel. In this quarter we appointed agents to undertake soft market testing and prepared a strategy for the proposed low-carbon transport hub site. We are working with the council to refine the pre app and will re-submit the application for a formal response. In the next quarter we will present the draft masterplan to Herts County Council (HCC).</p>
	<p>2. Promote ways of to travel that support people make greener choices</p>	<p>We will explore initiatives such as secure cycle parking and school travel plans to give people options other than using their car for every journey.</p>	<p>Green</p>	<p>↔</p>	<p>We are continuing to explore, progress and deliver initiatives that will provide residents with options other than using their own cars for short and long journeys through the TTIW Programme.</p> <ul style="list-style-type: none"> - The development of the new Traffic Regulation Orders (the legal mechanism for making changes on the highway) relating to the new Car Club is underway and engagement activities with residents in the immediate areas has been completed. The TRO will be completed and sealed in the next quarter, followed by signs and lines works and implementation of the EV charging infrastructure. - The Active and Safer Travel Team at HCC met with The Grove Academy in this quarter to discuss the development of a School Travel Plan. <p>Further information on how the council is progressing delivery of its Transforming Travel in Watford Strategy is included within Appendix C4.</p>
	<p>3. Champion sustainable travel initiatives and greener vehicles options</p>	<p>We will introduce initiatives such as electric vehicles, e-cargo bikes, electric charging points and e-car clubs to encourage more use of green transport, reducing congestion and improving air quality.</p>	<p>Green</p>	<p>↔</p>	<p>Our electric charging point installations programme, funded by an On-Street Residential Chargepoint scheme (ORCS) grant, is progressing with the infrastructure for phases 1, 2 and 3 now complete and 6 chargers fully operational. The remaining sites are awaiting connection dates from UK Power Networks. We are half-way through the programme and working to obtain permissions for the next phase of delivery before reconvening the programme in early 2024. The funders are satisfied with programme delivery to date and will be releasing the 25% of the fund being held on completion of the programme. We are actively progressing a third ORCS bid for 25 new sites which is subject to member approval. HCC's Active Travel Team have delivered a trial electric cargo bike to Watford Football Club through their Cargo Bike pilot scheme. The scheme encourages local businesses and charities to swap their vehicles for more ecofriendly e-cargo bikes, giving them an opportunity 'to try before they buy'.</p>

Commitment	Activity	BRAG ¹ Rating	Trend	Headline	
	4. Work with our partners to improve our cycling and walking network, including designing and implementing a green loop	We will work with Hertfordshire County Council and our cycling and walking communities to improve the cycling and walking network across our town so more people choose to cycle and walk.	Green	↔	We are progressing plans to improve our cycling and walking networks. We are reviewing priority areas for the Green Loop scheme through consultation and engagement with key stakeholders, and where possible we will ensure that any planned works are aligned with existing improvement plans for the borough.
	5. Champion proposals for a sustainable transport option for Watford Junction to Croxley	We will work closely with Hertfordshire County Council on the Watford to Croxley Link, examining the feasibility of options to secure the best transport system for our town, offering greater choice for our residents, visitors and commuters to travel sustainably.	Stage 2 Complete	↔	Stage 2 of the options and feasibility study for the Watford to Croxley Link is now complete and the report has been finalised. The next stage is to undertake stakeholder engagement, publish the findings in the new year and agree the next steps with partners.
Promote improvements to Watford's biodiversity to enhance the range of habitats, plants and wildlife in the town	6. Set out our commitments to improving Watford's biodiversity	We will develop our Strategy and Biodiversity Action Plan, recognising the importance of our range of habitats across the town and setting out how we will improve and enhance these for future generations.	Green	↔	The development of our Biodiversity Strategy has been aligned to our emerging Green Spaces Strategy and HCC's Local Nature Recovery Strategy. The first principles report on the Biodiversity Duty, which maps out the path for the Biodiversity Strategy development, was approved by Cabinet in November 2023. A further report on Biodiversity Net Gain will be reviewed by Portfolio Holders in February 2024. The new Green Spaces Strategy is progressing and procurement for consultancy is currently underway. A range of work is also underway to support our commitment to biodiversity including improvements to the River Colne, Cassiobury Park Wetlands and our Tree Planting Programme.
	7. Enhance and extend our green canopy, through our proactive tree planting initiative	We will work with our community to plant 20,000 trees across the town by 2026, increasing our green canopy, making Watford a more pleasant place to live, work and enjoy recreation time.	Green	↔	All planned trees (200+) for 2023/24 have been planted ahead of schedule including 121 trees funded by £75k Treescape funding. A further 15 trees have been planted by Hertfordshire County Council whilst the tree giveaway event, a joint initiative with HCC held at Woodside in December 2023, was successful with over 9,000 trees collected. In the past three years over 20,000 trees have been planted by the council and residents via the tree giveaway initiative, meeting this commitment earlier than planned.
	8. Rediscover the River Colne to enhance the river, the river corridor, as a place for our community to enjoy	We will improve the River Colne through Watford to make it a more appealing place for local people to enjoy and a better environment for plants and wildlife to flourish.	Amber	↔	The Rediscover River Colne programme saw some improvement in the last quarter following the delays reported in the last quarter's report. In light of the growing delay in obtaining the EA license, a reduced scope to allow works to proceed at Timberlake Allotments this winter was agreed. The new permit was submitted to the EA and they have confirmed that they now have all the necessary information to start determining the permit application. Once we receive the permit along with agreement on the

Commitment	Activity	BRAG ¹ Rating	Trend	Headline
				<p>approach for the main permit for Waterfield and Radlett Road, this will allow the status to return to green.</p> <p>We rely on volunteers to deliver the environmental monitoring workstream and in recognition of this we held a volunteer ‘thank you’ evening which was attended by the Mayor and Portfolio Holder.</p> <p>Through our engagement workstream, two Junior River Warden sessions at Bushey Federation School were held in November 2023, a Travelling Tales session with Bushey House was held in October 2023 and a new seasonal e-newsletter has been circulated</p> <p>The first podcast recorded through the Tales of the River workstream is ready for release and the second podcast has been recorded. West Herts College finalists have been selected to record a video and TikTok.</p>
9. Reinvigorate the Cassiobury Wetlands as an important part of our natural environment	We will improve the wetland and habitat of the former watercress beds on the River Gade in Cassiobury Park to enhance biodiversity, water quality and preserve and protect relevant related historical features.	Green	↔	The planned works at Cassiobury Wetlands were completed in December 2023 and closure signs have been displayed to allow the wetlands to recover this winter. We are now working with Wetland designers and other interested parties to agree and develop the site management and maintenance plan to ensure that this new site for Watford residents and visitors remains sustainable. The outcome of a £50k funding application to the EA should be confirmed in the next quarter.
10. Celebrate and enhance Whippendell Woods as a site of special scientific interest	We will protect Whippendell Woods, a Site of Special Scientific Interest (SSSI), in order to preserve its ‘favourable condition’ status.	Green	↔	<p>In line with our commitment to sustainability, works remain ongoing in Whippendell Woods. To preserve the SSSI status of Whippendell Woods we are working with Bike Park Chilterns, a Community Interest Company, to find a new location for the unofficial mountain bike trail that had been in use in the woodlands.</p> <p>A management plan is being developed for the woods with works planned for winter 23/24 including Ash Diebacks work which will commence in January 2024.</p> <p>A countryside Stewardship agreement for 2024-2029 has been agreed for the site.</p>
11. Promote healthy and sustainable gardening across the town	We will continue compost give-aways using our green waste recycling to bring back the organic material as free, nutrient-rich compost for Watford residents to grow plants and vegetables.	Green	↔	In line with our commitment to promote healthy and sustainable gardening across the town, the council's popular Compost Giveaway will continue on an annual basis, encouraging and supporting our residents to grow plants and vegetables. The tree giveaway will take place every 2 years with the latest event completed in December 2023 resulting in the giveaway of 9,000 trees.
12. Provide clear guidance on improving biodiversity in the town	We will set out guidance for developers on how to improve and enhance biodiversity in developments so they contribute to the	Green	↔	The requirement for a Supplementary Planning Document (SPD) for how developers can contribute to our vision and ambition to enhance biodiversity across the town has been superseded by recent legislation.

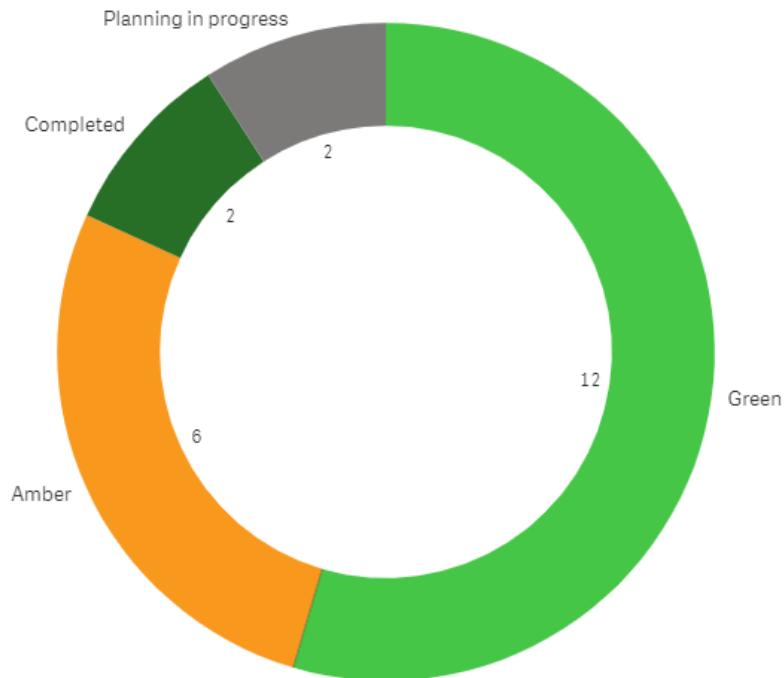
Commitment	Activity	BRAG ¹ Rating	Trend	Headline	
	town's goals for better habitats and environmental diversity			An alternative approach, such as an implementation note to assist decision making, is being progressed.	
Work alongside our community and businesses to find the right ways to reach net carbon neutral, seeking not just to learn from others but to explore innovative solutions that will work for Watford	13. Develop and implement our new Sustainability Strategy	We will work with our community and businesses to develop and implement our new Sustainability Strategy, now called Watford's Environmental Strategy: addressing the climate and ecological emergency, which will set out how together, we can contribute to our target to be a net carbon neutral borough by 2030.	Green	↔	<p>Now that the council's Environment Strategy is approved, delivery is in progress via a designated Sustainability Programme, however the commitment to achieve net carbon zero by 2030 and the promotion and enhancement of sustainability is a key objective in other projects and programmes such as the River Colne and Town Hall Quarter Programmes.</p> <p>Further information on how the council is progressing delivery of its Environment Strategy is included within Appendix C3.</p>
	14. Prepare for legislative changes to help protect our environment	We will respond to the requirements of the Environment Act 2021 to ensure we deliver on our role in improving air quality, tackling waste, improving biodiversity and making other environmental improvements.	Green	↔	<p>The council's Environmental Strategy, which takes into account the requirement of the Environment Act 2021 and sets out our ambition and plan for achieving new carbon zero by 2030 was adopted in March 2023, and delivery is in progress.</p> <p>Further information on how the council is progressing delivery of its Sustainability Strategy is included within Appendix C3.</p>
	15. Investigate generating energy from renewable sources	We will examine including sustainable energy generation in council developments so we lead by example and demonstrate how it can work effectively.	Green	↔	<p>Following completion of the extensive decarbonisation works to the Town Hall and Colosseum, we have now successfully appointed sustainability consultants to undertake a review of council assets and to identify further opportunities for sustainability measures, as well as external funding opportunities. A final report is expected by spring 2024.</p> <p>In November 2023 we submitted a Public Sector Decarbonisation Scheme bid to fund works to three of the council's community buildings.</p>
	16. Improve the energy performance of the Town Hall and Watford Colosseum	We will carry out extensive de-carbonisation works to our Town Hall and Colosseum to improve their energy efficiency and ensure they have a reduced carbon footprint.	Amber	↔	<p>The decarbonisation work and fabric repairs to the Town Hall and Colosseum, funded by the £3m central government grant, is now complete. As part of the initiative, the council has installed 144 state-of-the-art photovoltaic (PV) panels on the roof of the Town Hall and 36 on the Colosseum to harness renewable energy, reducing the reliance on traditional power sources. It is expected to save 24 tonnes of carbon dioxide (CO₂) per year. In addition a 30% saving in gas bills and carbon emissions is expected due to the new cavity wall insulation and a further 166-tonne annual saving in carbon through the replacement of lights with LED equivalents and installation of new roof insulation.</p> <p>The activity is reporting an amber status due to the delay in completing the final windows snagging and final inspections. It is expected that these will be completed over the next quarter.</p>

Commitment	Activity		BRAG ¹ Rating	Trend	Headline
	17. Ensure the council's own buildings are energy efficient	We will explore ways to improve the energy performance of all properties within our portfolio.	Green	↔	<p>In line with our ambition to lead by example, we have appointed a consultant to assist in the data collection and assessment of energy usage at Croxley Business Park and to act as a case study for potential wider roll out across the Council.</p> <p>We have also appointed a sustainability consultant for works to improve the energy efficiency of our operational and community estate and the report on WBC assets is due in January 2024.</p> <p>Our application for PSDS funding for the planning year 2024/25 to improve the energy efficiency of our operational and community properties was not successful however we have submitted an application for round 4 funding.</p>
	18. Promote sustainable construction in our own developments	We will actively encourage the use of sustainable materials in any of our new developments so we can role model to others who develop in our town.	Amber	↔	<p>As with the Town Hall and the Colosseum, the council is continuing to encourage the use of sustainable materials in new developments with a BREEAM rating of 'Very Good' targeted for direct development of Inspire (Gateway Zone) at Watford Business Park and Riverwell Industrial Zone North. We have completed the EPC assessments across our community estate and are assessing opportunities to further improve EPC bands at Croxley and across our other investment portfolio. We are also working with joint venture partners to assess and implement the most efficient and viable energy solutions in residential projects.</p> <p>The amber rating reflects viability challenges which will reduce our ability to consider additional works over and above the new set of building regulations that came into force in July 2023. This will also put further onus on developers and contractors to improve the energy efficiency of residential properties.</p>
Encourage residents and businesses to recycle more, reusing materials and reducing waste and what they throw away	19. Increase how much our residents recycle and reduce the waste we throw away as a town	We will build on the success of our waste and recycling scheme to boost household recycling rates across the borough, introducing the opportunity for food waste collections for all households and setting targets that reflect our sustainability ambitions.	Green	↔	<p>The waste and recycling service changes introduced in 2020 has resulted in an increase of recycling rates for the council. The council and its contractor will strive to deliver the new target for recycling rates over the next 4 years. The food waste collection in flats programme went live on 16 October 2023 in some blocks of flats in the borough where the service is being used by the residents. The majority of flats who have requested food waste collection will be delivered by end of March 2024.</p> <p>Single-use plastic takeaway cutlery/containers was banned from October 2023 and an audit of market providers indicates that there are no incidences of non-compliance.</p> <p>The government has issued new guidance on simpler recycling which will bring consistency in the materials that are collected for recycling across England.</p>

Commitment	Activity	BRAG ¹ Rating	Trend	Headline	
	20. Support our partners to reduce waste and increase recycling	We will work with our partners, including our environmental services provider and leisure services provider to deliver the next step change in reducing waste and increasing recycling, particularly through campaigns and changing behaviours.	Green	↔	<p>We are working with our key contractors across the borough, such as Watford Market and leisure centres, to reduce the amount of waste created and seek to increase the recycling rates.</p> <p>Our new Environmental Strategy 2023-30 is a key tool and will support us to achieve these ambitions. We have committed to reducing waste by 50% by 2030 and with recycling making up at least 60% of the waste. We have also committed to reducing the council's own waste to near zero by 2030.</p> <p>We are currently calculating the council carbon emissions from waste produced at council buildings such as the Annexe, market and Cassiobury Hub.</p>

THEME: An inspiring, thriving and creative town

Overview



Key achievements over this period

- £16m was provisionally awarded from the third round of the Levelling Up Fund from central government towards the delivery of the Innovation & Incubation Hub and the Colosseum refurbishment.
- The Watford Skills and Employment Plan has been drafted and is going through the approvals process. Once approved, West Herts College will coordinate the associated Action Plan and will bring together relevant skills and education providers to form the Watford Skills and Employment Group.
- A Business Feedback Group was convened for the first time in November 2023 to help with thoughts and comments on the new Place Brand. The group will also help with feedback on other council initiatives over the coming months.
- Construction of the Gateway at Watford Business Park is complete and a partial possession certificate has been issued for the buildings. There is already a good level of interest in the new facility. Heads of Terms (HoTs) for two units have been agreed and two further HoTs are currently underway. A café operator for the facility has been agreed. Practical Completion is expected in the next quarter.

Commitment	Activity	BRAG' Rating	Trend	Headline	
Position Watford as a town where start-ups and business innovation can thrive, supported by strong local skills, generating a range of job opportunities, including for our young people	21. Deliver our Innovation and Incubation Hub	We will provide a new Innovation and Incubation Hub, as part of our Town Hall Quarter, which will support start-up businesses in the town and give our key sectors a boost, tapping into the significant opportunity provided by the flourishing creative sector and drawing businesses into the borough.	Amber	↔	Our bid for the third round of Levelling Up Funding was successful, securing £8m towards the delivery of the Innovation and Incubation Hub. Whilst this funding is subject to further verification, the Town Hall Quarter Programme team are considering the options for delivering the Hub within the current funding remit. This will provide an exciting, once-in-a-lifetime opportunity to support the higher-than-average start ups across the town to thrive, grow and support local employment.
	22. Develop a skills and employment plan for Watford that supports the current, and future, needs of our local businesses and life chances of residents	We will work with our business community and education partners, linking to the Hertfordshire LEP Skills and Employment Plan to develop and deliver a Watford Skills and Employment Plan, connecting local skills to business needs.	Green	↔	The Watford Skills and Employment Plan has been drafted and is going through the approvals process. A delivery approach has been agreed with West Herts College, who will coordinate the associated Action Plan. They will bring together relevant skills and education providers to form the Watford Skills and Employment Group. This will enable all programmes and activities to be monitored together for the first time, in order to find opportunities for collaboration, spot gaps or overlap in provision, and help more effective targeting of services to businesses and residents who could benefit.
	23. Maximise economic potential and harness new opportunities from Watford's future growth sectors	We will engage with our successful business sectors and partners at local, county and regional levels, building on the economic drive our sectors provide for Watford's economy, promoting clustering where it makes sense for our town to create greater growth and encourage inward investment.	Green	↔	The Sectors Action Plan will be progressed in Q1 of 2024/25 due to the UK Shared Prosperity Fund (UKSPF) taking priority, although the evidence has been gathered and sub-regional work is underway with parties around creative and screen industry potential. However, the UKSPF projects are automatically supporting key sectors as they are cross-cutting.
	24. Make the most of our Shared Prosperity Fund allocation	We will use our Shared Prosperity Fund to boost our ambitions for prosperity, jobs and skills, spreading opportunities and building our sense of community pride.	Green	↔	The Watford Fit to Bid project continues to progress well with more new businesses being supported. We are preparing for the next Meet the Buyer event in March 2024 and have some good anchor brands confirmed as buyers. The Watford Net Zero decarbonisation project is still progressing well, Wenta are actively targeting new SME's with 5-20 employees. The Growth Springboard project has 9 businesses on board, all of whom came from the Watford Young Entrepreneur Programme and are ready for support with next stage growth. The Herts LEP-led countywide projects and services are on track with quarterly progress and impact reporting in place from Herts LEP. We will be drafting the specification for the Upskilling in the Workplace project in January, looking to procure this by March 2024.
Tell Watford's story as a great location for businesses where they can invest, grow and	25. Promote what makes Watford a great location for business, connecting to building pride in	We will work with partners to shape our place narrative and brand, sharing what is great about Watford, attracting more visitors and supporting our local economy,	Green	↔	Our Place Brand Strategy was completed and presented to a range of partners in Q3. A project plan has been developed for the next phase and a website is being developed. Our Place Brand Strategy will support our local economy, attracting visitors and providing a consistent and recognisable brand for the town.

Commitment	Activity		BRAG ¹ Rating	Trend	Headline
succeed as part of our flourishing business community and networks that connect people	the town and our profile as a great place to visit	putting the town on the map as a great place for business.			
	26. Ensure there is a strong voice for local businesses by fostering effective business networks and forums	We will engage with Watford businesses, encouraging an empowered business community that can be a strong voice for the town, making the most of opportunities and new ventures and encouraging vibrant networks and forums that bring businesses together in a meaningful and effective way.	Green	↔	A Business Feedback Group was convened for the first time in November 2023 who have supported the council with thoughts and comments on the new Place Brand. They will help with feedback on other council initiatives over the coming months. The team have supported the Shop Local initiative and other secondary High Street activity, and connected lots of businesses to support services they were not aware of. Engagement is underway with great new key sector businesses like Wired Productions, as well as major businesses such as Warner Bros, discussing the skills opportunities and the Innovation Hub potential with them. UKSPF continues to provide opportunities to engage with businesses in different ways. We have connected with Watford businesses through several networks and business group events, including the Digi-Cluster, Developer Forum, Environmental Manager Forum, All the Help You Can Get event.
	27. Engage with wider economic, business and planning partnerships to make sure Watford's interests are represented	We will work closely with our partners in Hertfordshire LEP, Herts Growth Board and the South West Herts Joint Strategic Partnership to shape and influence wider discussions on our economic role and impact.	Green	↔	The draft South West Herts Economic Study is being reviewed and input has been received from Herts LEP and other stakeholders. Once finalised, the Economic Study will inform the Joint Strategic Plan (JSP) and local plans. The JSP vision document has been agreed and is available on the JSP website. In October 2023 the Levelling Up and Regeneration Act received Royal Assent, and whilst this changes the requirements of the JSP, no significant issues are expected. Briefings with JSP members are taking place.
Create a distinctive and successful neighbourhood at the heart of our town, providing space and time for residents, businesses and the community to enjoy and experience	28. Progress our transformational plans for the Town Hall Quarter	We will take forward plans to revitalise the north end of Watford High Street to create a vibrant and attractive neighbourhood within our Town Hall Quarter for our residents to enjoy, as well as establishing a new area in the town for culture to flourish.	Amber	↔	Work with our preferred joint venture partner, Mace Develop, on the New Neighbourhood scheme continues to progress with de-risking activities for utilities, highways and financial viability. The highways de-risking work is close to completion and no major issues have been identified. Engagement with Homes England to discuss further funding opportunities continues and we have provided further information to enable them to progress their stage 2 assessment. We are progressing a business plan with the NHS and plans for a Healthy Hub in the Town Hall alongside discussions with local community groups for occupation of the proposed community space in the Town Hall. The activity status remains amber due to the ongoing current economic climate which has delayed the anticipated investment.

Commitment	Activity	BRAG' Rating	Trend	Headline	
	29. Secure the future of Watford Colosseum, improving the heritage building and attracting a new operator	We will refurbish the Watford Colosseum so it remains a first-class entertainment venue, attracting a new operator to bring an exciting and diverse range of performances and creative events to boost the town's cultural offer and local economy.	Amber	↔	<p>We have provisionally been awarded Levelling Up Funding, subject to further verification, towards the refurbishment costs of the Colosseum. The main refurbishment work to the Colosseum commenced on site in November 2023 as planned but a firm opening date, which will be subject to the event plans for the new Colosseum operator, AEG, has not yet been confirmed.</p> <p>Council officers continue to meet regularly with AEG to plan for the reopening of the venue, although the final operator contract remains subject to negotiations and has not yet been signed, hence the amber rating for this activity.</p>
	30. Enhance a sustainable town centre with a mixed economy that will have a broad appeal to all ages and interests	We will develop our Town Centre Framework to ensure that our vibrant and diverse town centre continues to attract residents, businesses and visitors to live, work, shop, eat, drink and enjoy spending time.	Complete	↔	Following a significant level of public engagement, the Town Centre Strategic Framework consultation was completed and approved by Cabinet in March 2023.
	31. Enhance our outdoor public spaces to make them welcoming and attractive	We will improve a number of our public spaces to provide excellent, safe and attractive outdoor spaces that support a greener Watford. This work will include the enhancement of key areas of our town such as St Mary's Churchyard, Market Street, Queens Road and St Albans Road.	Green	↔	<p>Since the approval of the Delivery Plan, the council has already delivered a range of public realm improvement works, including in Market Street, Queens Road and Clarendon Road, supporting local businesses and visitors to the area.</p> <p>Mindful of the current economic climate, improvement works to St Mary's Churchyard and the delivery of improvements to district shopping parades within the borough have been rebaselined.</p>
	32. Promote the appeal of our town centre and all it has to offer	We will continue to deliver our 'Shop and Eat Local' campaign to attract people to our town centre, supporting our local businesses and their unique appeal.	Green	↔	A very successful Shop and Eat Local campaign was launched in Quarter 3, highlighting a range of local businesses in the run up to the festive period. We are continuing to engage with new businesses and encouraging local people to nominate businesses to appear in campaigns.
	33. Promote Watford Market and our offer as a market town	We will support our local traders by continuing to run our popular 'Market Late' events, showcasing the great range of food and drink stalls in the market and trialling specialist markets.	Green	↔	<p>The new operator for Watford Market will take on the day-to-day management of the market, including the Market Lates and Specialist Markets events, and support our local market traders who provide a wide variety and wonderful stalls for our residents and visitors such as food and beauty services.</p> <p>The Market Lates and Specialist Markets, which provide a great opportunity for local traders to showcase their diverse food and drink offer, will continue. We are currently planning events for 2024/25 with the first events likely to be in the spring/summer 2024.</p>

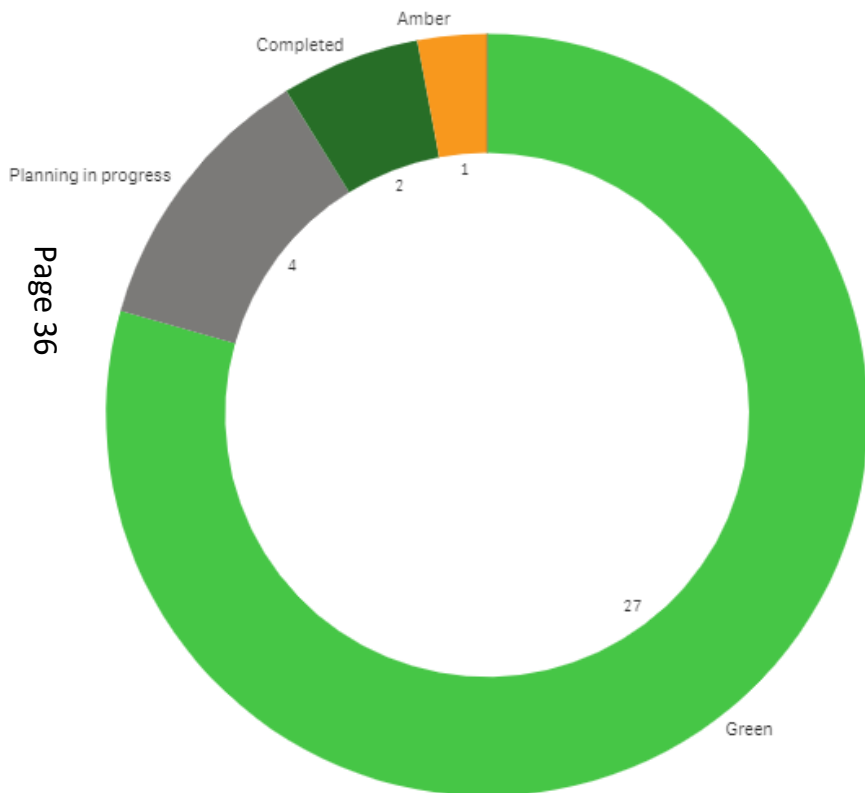
Commitment	Activity		BRAG ¹ Rating	Trend	Headline
<p>Ensure the right mix of facilities, services and transport links as part of new developments to create successful, well-designed new communities</p>	<p>34. Take forward plans for the Watford Junction Quarter</p>	<p>We will bring landowners together so we can progress with our long-term plans to create a new Watford neighbourhood that successfully combines new homes, station facilities, jobs, public space, school provision and community facilities for both our existing and new residents.</p>	<p>Green</p>	<p>↔</p>	<p>Whilst the council does not own the land around Watford Junction, we are committed to improving the local amenities to create a new neighbourhood and have continued to liaise with key landowners and stakeholders on the redevelopment of the area. The council is in conversation with Network Rail (NR) regarding future improvements of the station and on a development strategy.</p> <p>We are waiting to hear from NR operations on funding for design work on the station to improve the journeys of many of our residents who use Watford Junction every day.</p>
	<p>35. Continue our transformation of Watford Business Park</p>	<p>We will complete the Gateway development at Watford Business Park to continue our plans to create new and high quality business space to maximise local employment opportunities and generate income for the council to support its wider priorities.</p>	<p>Amber</p>	<p>↔</p>	<p>Construction of the Gateway at Watford Business Park is complete and a partial possession certificate has been issued for the buildings. The new facility will provide modern and flexible commercial units, a number of which will be fitted out for office accommodation to meet the requirements of potential businesses.</p> <p>The marketing and letting strategy is progressing well and we are seeing a good level interest. Heads of Terms (HoTs) for two units have been agreed and two further HoTs are being agreed. A café operator for the facility has been agreed.</p> <p>The amber status reflects a delay in the last quarter relating to the s278 agreement for highways work with HCC. The necessary legal agreement and permit from HCC have been obtained and the outstanding highway works are progressing and expected to be complete by end of February 2024. The Practical Completion certificate will be issued once the necessary works are complete.</p>
	<p>36. Continue to deliver the neighbourhood at Riverwell</p>	<p>We will continue to develop the Riverwell scheme to deliver a high quality mix of new homes, jobs, open spaces and community facilities, maintaining an income source for the council to support its wider priorities. The work at Riverwell will support the opportunity for West Hertfordshire Hospitals NHS Trust to deliver its ambition for an acute hospital in Watford.</p>	<p>Amber</p>	<p>↔</p>	<p>The joint venture partnership is managing the impact of the current economic climate and inflationary pressures on the Riverwell scheme. KIER Construction have been commissioned to complete the remaining works on the Avenues phase 1 development. Sales of the Avenues Phase 1 are progressing strongly and Belway has sold out.</p> <p>The programme is amber rated as the partnership continues to review all Riverwell development phases to understand the ongoing economic impacts and explore options to maintain progress and delivery.</p>
	<p>37. Achieve the right long-term balance of development, services and transport links for our town</p>	<p>We will adopt our new Local Plan for Watford which will shape how the town will develop sustainably over the next 30 years and make sure that key development sites are underpinned with creative, sustainable and well considered planning frameworks.</p>	<p>Complete</p>	<p>↔</p>	<p>The Watford Local Plan 2021-2038 was adopted in Q2 of 2022/23 and will provide the council with the opportunity to influence local and sustainable development across the town.</p>

Commitment	Activity	BRAG' Rating	Trend	Headline	
Make sure we have quality homes to meet the needs of residents, including housing that is affordable through direct ownership, private rental, affordable and social rent housing	38. Deliver a new Housing Strategy for Watford	We will deliver a Housing Strategy that sets out the strategic direction for housing activity in Watford for the next five years. The delivery of housing growth, bringing inward investment into the borough, ensuring existing homes are of good quality, and preventing homelessness will all contribute to meeting the housing challenges faced by our residents.	Planning in progress	↔	Significant work has been undertaken to strengthen our housing service so that it is best positioned to manage the challenges of the future. It is crucial that our future strategy is aligned to this work and so a paper on the approach to delivering the Housing Strategy, including an outline project plan will be taken to Portfolio Holders in Q4 and the formal work to develop the strategy will commence in Q1 of 2024/25.
	39. Review and refresh our Nominations Policy	We will deliver a new Nominations Policy for Watford to help our residents apply to our housing register, how we manage the register, your choice about where you live, how we assess applications and allocate properties.	Green	↔	In this quarter we have continued to develop the Nominations Policy. A consultation plan has been developed and an Equalities Impact Assessment is in development to accompany the policy. The implementation date has been re-baselined to October 2024, after the consultation plan is delivered.
	40. Improve housing provision for those local families who need homes that are affordable	We will work with partners to deliver high quality new homes for social rent, for local families who need them the most and support the housing needs of the most vulnerable members of our community.	Green	↔	The Steering Group to deliver social rented homes across the town is developing a strategic action plan to consider regeneration opportunities and proposals for spend of commuted sums to deliver social rented homes. There are ongoing delays to the Ascot Road development, however the Yeatmans development is now occupied. We delivered 12 social rented 2 bed properties in Q1 and Q2. Whilst we did not deliver any new homes in Q3, we purchased 2 existing homes through the LAHF programme for use as social rented. We are on track to deliver our target of 120 properties over 4 years.
	41. Develop planning guidance to ensure developers provide new homes that support local needs	We will provide guidance to inform how new homes and buildings should be designed so they meet the needs of Watford and are built to a high standard.	Amber	↔	Work exploring the viability associated with affordable housing delivery and build to rent schemes is continuing. If a Supplementary Planning Document (SPD) is not progressed, statutory consultation on a final document may not be required. An implementation note requiring less formal engagement would be acceptable. The activity is continuing to report amber as a revised government planning guidance has been issued and the implications for housing delivery are being considered, however with an up-to-date Local Plan, this is less of an issue for the council than other LPAs. The South West Herts draft Local Housing Needs Assessment has been received and reviewed. The Housing Team have reviewed the affordable housing section and provided comments. An updated version is expected in January 2024.

Commitment	Activity		BRAG' Rating	Trend	Headline
	42. Deliver a refreshed Private Sector Renewal Policy	We will review and refresh our Private Sector Renewal policy to support the improvement of Watford's housing stock, setting out how we can help the private sector improve and maintain housing quality in the town.	Planning in progress	↔	A stock condition assessment, which will be used to inform the refresh of our Private Sector Renewal policy, was completed towards the end of 2023. We will aim to present the findings in early 2024 and set up workshops to inform the new policy, which will be completed towards the end of 2024.

THEME: A diverse, happy and healthy town

Overview



Key achievements over this period

- Demand at the new crematorium continues to exceed original estimates and by mid-December, 223 funerals had been completed. Feedback from users (funeral directors and the bereaved) continue to be overwhelmingly positive. The new facility has been shortlisted for a Civic Trust award.
- The new Voluntary Sector Commissioning Framework (VSCF), developed through extensive engagement with commissioned organisations, was approved by Cabinet in October 2023 alongside the proposed changes to funding from 2024/25. Service Level Agreements are being drafted for commissioned organisations.
- The council’s Community Asset Strategy and Community Lettings Policy were approved by Cabinet in November 2023.
- Continuing engagement with health partners and representing the health and wellbeing needs of Watford residents, including attendance at flu and covid booster clinics and women’s wellness session.
- Marked White Ribbon Day in November 2023 by delivering activities including training for council staff.
- The Community Engagement and Participation Strategy, which provides strategic direction and action planning on a council-wide approach to how we engage with our community, was approved.
- The council's Equality, Diversity and Inclusion (EDI) policy and Delivery Plan, which covers the council's role as an employer as well as a service provider and convener of place, were approved.

Commitment	Activity		BRAG' Rating	Trend	Headline
<p>Continue our investment in our outstanding parks and open spaces so they remain the best in the area</p>	<p>43. Deliver improvements to Meriden Park</p>	<p>We will, in consultation with our residents, improve the popular and well-loved Meriden Park, including providing new paths, planting and landscaping, for the whole community to enjoy.</p>	<p>Green</p>	<p>↔</p>	<p>The improvement works to our popular Meriden Park are nearing completion. In this quarter we completed all bulb planting and agreed the location for installing the benches and picnic tables ordered in the last quarter. We will be handing over the site to Veolia for ongoing maintenance from May 2024.</p>
	<p>44. Continue our programme of investment and improvements in Watford's parks</p>	<p>We will carry out a range of improvements across our award winning parks and open spaces, including improving footpaths, refurbishing grass tennis courts, and carrying out cycling path repairs. In addition, we will promote the 'cycling code of conduct' and associated engagement programme to support considerate cycling.</p>	<p>Green</p>	<p>↔</p>	<p>We are continuing to deliver improvements to our popular Cassiobury Park. In this quarter we completed a site visit to review priority repairs for cycle paths and developed a two-year repairs cost profile for review. The temporary Beryl Bike bay trial has been officially extended by six months to March 2024.</p> <p>The Green Spaces Strategy, which will also incorporate our Play Strategy, is in progress. The procurement process for consultants is underway.</p>
	<p>45. Enhance Woodside Playing Fields so it offers improved facilities and opportunities for leisure and sport</p>	<p>We will invest in Woodside Playing Fields to enhance the activities on offer, including improvements to both the current boxing and cricket facilities.</p>	<p>Green</p>	<p>↔</p>	<p>Whilst the detailed technical design stage for the Woodside Playing Fields scheme is now complete, it is being proposed that in light of the council's current financial position and following the capital programme review, the scheme is paused for two years.</p> <p>The Public Toilet Block and Changing Places element of the scheme will continue as planned. The tender evaluation for this element is currently in progress with a view to commencing construction by mid-January 2024. The work is planned to be completed by March 2024. This activity is reporting green in line with the revised timelines agreed by Full Council.</p>
	<p>46. Complete our work in partnership for a new crematorium for south west Hertfordshire</p>	<p>We will complete the new crematorium and agree future running arrangements, with our partner local authorities, to deliver enhanced facilities, including a remembrance chapel and gardens.</p>	<p>Green</p>	<p>↔</p>	<p>The Hemel Hempstead Crematorium officially opened in September 2023 and funerals are being held. The new state of the art facility provides additional capacity, alongside West Herts Crematorium, and gives our residents and those of the Joint Committee a choice in where they say goodbye to their loved ones.</p> <p>Demand at the new crematorium continues to exceed original estimates and by mid-December, 223 funerals had been completed. Feedback from users (funeral directors and the bereaved) continue to be overwhelmingly positive.</p> <p>The new facility has been shortlisted for a Civic Trust award.</p>
<p>Celebrate and promote our town's rich and diverse culture and creativity</p>	<p>47. Reimagine our Museum and its place in telling the history of our town</p>	<p>We will develop proposals for a modern, inspiring Heritage and Museum service based in our historic Town Hall that engages and educates our residents and visitors by telling the story of our town and its rich and diverse history, including ensuring that the</p>	<p>Green</p>	<p>↔</p>	<p>The plans to create the new museum service, based at the Town Hall, have continued over the last period. In the last quarter we continued with consultation, evaluation of feedback and continue to work on the operational requirements of the new Museum, based on a set of agreed values. The public consultation will support the council's round 2 HLF bid. Whilst Benskin House is now closed to the public, the Museum service has</p>

Commitment	Activity		BRAG' Rating	Trend	Headline
		service and sacrifice of fallen service men and women is recognised.			continued to provide services to local residents through the Museum on Tour initiative.
	48. Celebrate 100 years of Watford Borough, building a legacy for future generations	We will lead a programme of celebrations across the town commemorating 100 years since the formation of the borough of Watford.	Green	↔	Whilst our centenary year was celebrated during 2022, the council continued to celebrate our 'centenary heroes' through 2023.
	49. Bring our local heritage to life for our community	We will create a new innovative heritage trail across the town to recognise Watford's rich culture and past.	Green	↔	Our Town Centre pilot Heritage Trail was successfully launched in March 2022, providing a digitally interactive route along the High Street. Any further expansion of the Heritage Trail will be undertaken via a future Wayfinding project, which will ensure that our maps and signage outline the landmarks and destinations of heritage importance.
	50. Enhance the town's creative and cultural appeal through a new Public Art Strategy	We will develop a Public Art Strategy for Watford, to explore how art in all its forms, can animate and enhance our public spaces, building on Watford's strong sense of identity and creativity and linking to improved wayfinding across the town.	Green	↔	Our Public Art Strategy will be a key tool in enhancing our public spaces and attracting visitors to our High Street. The draft Strategy has been reviewed and comments fed back to the appointed consultant. A proposal is being developed for the pilot commission, which is being considered in conjunction with the Watford Community Neighbourhood Grant scheme, and once approved, the project plan will be re-baselined.
	51. Commemorate the town's links to our past	We will introduce a Blue Plaque scheme which will commemorate links between our historic buildings and famous residents, events or former buildings.	Planning in progress	↔	This scheme will build on the '100 People Who Made Watford' initiative. This provides a range of information on some of those Watfordians who have made exceptional contributions to the town. The project has been scoped by looking at areas where similar schemes have been implemented and understanding how learning could be applied to Watford. This activity will also link into the new Museum and Heritage Service as it relocates to the Town Hall. A review of this activity is planned in the next quarter.
	52. Mark and reflect on Watford's response to COVID-19	We will install a public memorial providing a place for reflection and commemoration to build on the community spirit and recognising the outstanding work across the town during the COVID-19 pandemic.	Green	↔	The location for a general space for reflection and contemplation has now been agreed and will be delivered alongside the improvements works to St Mary's Churchyard. This activity is reporting green in line with the revised timelines agreed by Full Council.
	53. Enhance our town's historical features and character	We will develop a series of conservation management plans to enhance and protect the historical features, and character, of different areas across the town.	Amber	↔	The Conservation Areas Management Plan was approved by Cabinet in June 2023, alongside the Action Plan. The programme for the delivery of the plan has been delayed due to turnover of staff, hence the amber rating. Resources to deliver the plan will be considered as part of the budget setting process in January 2024.

Commitment	Activity		BRAG' Rating	Trend	Headline
<p align="center">Promote our welcoming and respectful town</p>	<p>54. Ensure everyone feels welcome, included and safe in Watford</p>	<p>We will continue to make sure people feel welcome and safe in Watford, working closely with our partners to bid for funding that will support ways to have a positive impact on levels of violence against women and girls.</p>	<p>Green</p>	<p>↔</p>	<p>Safer Watford, the town's Community Safety Partnership, is continuing to deliver regular engagement days to reassure and inform the Watford community. This quarter we delivered an ASB Awareness Week, Older Persons Active Learning Sessions, Hate Crime Awareness Week and a reassure and inform event at Watford General Hospital. Upcoming engagement days include Safer Business Awareness Week and a NTE event as part of our 16 Days of Action (Violence Against Women and Girls (VAWG)). We have successfully secured PCC funding to address violent youth crime. A project will be delivered in local schools to empower young children to make positive choices.</p> <p>We are also progressing VAWG environmental improvement aims identified in the original SS4, as well as Victoria passage, to tackle hotspots in the town centre for ASB crime.</p>
	<p>55. Establish our commitment to the wellbeing of women and girls</p>	<p>We will deliver 'White Ribbon' accreditation for Watford Borough Council as a part of our ongoing commitment to tackle violence against women and girls, and continue our productive engagement with our One Watford partnership, which is bringing together all strands of this work across the town.</p>	<p>Green</p>	<p>↔</p>	<p>Following our successful White Ribbon accreditation last year, the Steering Group, which is chaired by the Elected Mayor, completed and submitted an action plan to white Ribbon in the summer. We delivered a training session for members in July 2023.</p> <p>Watford marked 'White Ribbon Day', a global campaign, on 22 November 2023 and delivered activities including flag raising, an awareness-raising walk for victims and training for staff.</p>
	<p>56. Make sure our town remains clean and free from litter</p>	<p>We will trial a new mobile CCTV approach, as part of our overall CCTV review, which allows us to target litter and fly-tipping hotspots and obtain evidence so that we can prosecute offenders, helping to keep our streets clean and litter-free.</p>	<p>Green</p>	<p>↔</p>	<p>We are continuing to progress the remedial actions identified in the CCTV Review undertaken in 2022, which are now expected to be completed by April 2024. In December 2024 a new fly tipping campaign was launched in Callowland ward to tackle fly tipping hot spots around St Albans Road. This uses Hertfordshire Waste Partnership's S.C.R.A.P fly tipping resources and has included creating a 'crime scene' of a fly tip to raise awareness, refreshing the large posters on display at key locations and distributing informative letters and flyers to local residents in affected streets. Messages focus on how to dispose of waste correctly, how to report fly tipping and that fly tipping can result in a £300 fine or prosecution. This follows on from a previous targeted campaign across a wider area of Callowland from 2019 to 2022 which saw a reduction in the number of fly tips while the extra measures were in place. This initiative made sure that all residents and businesses had suitable waste provision, investigated and enforced fly tips, and provided educational materials to residents, schools and businesses'.</p>

Commitment	Activity		BRAG' Rating	Trend	Headline
	57. Develop a range of information and signposting to create a 'welcome to Watford' resource	We will develop a digital 'welcome to Watford' resource for new residents, setting out how they can be fully involved in the life of the town and make the most of Watford and all it has to offer.	Planning in progress	↔	A revised timetable has been agreed for the delivery of our 'Welcome to Watford' resource for new residents. The project will be scoped in Q4 of 2023/24 for launch in 2024/25. The resource will link into our Place Brand work, building on the narrative and key messages about Watford.
Listen to and hear the diverse voices of Watford	58. Engage with our community to support better outcomes for our town and residents	We will develop our strategic approach, setting out how we will proactively work and engage with our community and our voluntary and community sector.	Green	↔	<p>The Community Engagement and Participation Strategy provides strategic direction and action planning on a council-wide approach to how we engage with our community. The Strategy was approved by Cabinet in October 2023.</p> <p>Further information on how the council is progressing delivery of its Community Engagement and Participation Strategy is included within Appendix C5.</p>
	59. Continue to engage with our community so we actively listen to their views and ideas	We will continue to run our Pensioners Forum to provide support, guidance and companionship for our older residents, who contribute so much to the life of our town.	Green	↔	Recognising the valuable contribution our elderly residents made to the town, and mindful of the additional support they may need, our Senior's Forum continues to be held regularly, supported by Watford and Three Rivers Trust.
	60. Understand and support specific groups within our community	We will introduce a new Veterans Forum for ex-forces personnel, who have done so much for our town and country, building on our commitment to the Hertfordshire Armed Forces Covenant, which provides support between our civilian community and local Armed Forces community.	Planning in progress	↔	<p>We are working closely with community groups and organisations to support Veterans in Watford. Cllr Grimston has been appointed as the Veterans champion for the council.</p> <p>A successful Remembrance Day parade and service were held in November 2023 in partnership with the newly formed Watford Royal British Legion.</p>
	61. Support the voluntary sector in Watford to provide positive outcomes for our residents	We will develop a new Voluntary Sector Commissioning Framework and work in partnership with charitable, community and voluntary organisations focused on helping our residents live healthy, happy and independent lives, understanding and meeting their needs through initiatives such as opening up the Town Hall to wider community use.	Green	↔	<p>The new Voluntary Sector Commissioning Framework (VSCF), which was developed through extensive engagement with commissioned organisations, was approved by Cabinet in October 2023 alongside the proposed changes to funding from 2024/25 and will ensure that the council can continue to sustainably support key voluntary organisations across the town.</p> <p>Commissioned organisations have been sent formal notification of funding from 2024/25 and Service Level Agreements are being drafted. Work has commenced on revising Key Performance Indicators and developing a monitoring framework. The draft Terms of Reference for the Community of Practice Board, who will be responsible for overseeing ongoing delivery of the VSCF, have been developed.</p>

Commitment	Activity		BRAG' Rating	Trend	Headline
	62. Ensure our community buildings benefit local residents	We will work with our community tenants to ensure our community buildings are well maintained, and, that our buildings maximise the benefits for local people.	Green	↔	<p>We have now completed 100% of the EPC surveys for our community buildings and appointed a consultant to develop the Sustainable Asset Strategy, which will be developed through engagement with our tenants and by March 2024.</p> <p>We will be identifying and planning the repairs and maintenance works that need to be conducted across our community asset portfolio over the next five years. To support this, a further Public Sector Decarbonisation Scheme (PSDS) funding bid was submitted in November 2023.</p> <p>The Community Asset Strategy and Community Lettings Policy were approved by Cabinet in November 2023.</p>
	63. Deliver our Equality and Diversity policy so it underpins what we do and how we engage with our community	We will develop an Equality and Diversity policy for Watford, making sure it reflects our diverse town and our commitment to being a place where everyone can thrive.	Green	↔	<p>The Census 2021 figures underpin the council's approach to its Equality, Diversity and Inclusion (EDI) policy. The EDI Policy and Delivery Plan, which were developed with an internal and external focus, covering the council's role as an employer as well as a service provider and convener of place, was approved by Cabinet in October 2023.</p>
	64. Work with partners to end rough sleeping on the streets of Watford	We will continue to deliver our Homelessness Strategy for Watford, reviewing this on an annual basis and adapting it regularly to ensure that it remains innovative and effective, supporting our target of minimising rough sleepers on the streets of Watford.	Green	↔	<p>Significant progress has been made to reduce homelessness across the town in the last few years. We are continuing to monitor delivery of the updated and refreshed Homeless and Rough Sleeping Strategy Action Plan. Department for Levelling Up, Housing and Communities advisors visited the council in October 2023 and we are also engaging with HCC to ensure recommissioning of support aligns with WBC's priorities. The new Housing Service structure was implemented in Q3 to further develop prevention work, and to ensure effective spend of grant and other budgets. We have reviewed the Temporary Accommodation Strategy.</p>
Support improved health and wellbeing across the town	65. Encourage Watford to develop as an age friendly town	We will work towards making Watford an age-friendly town which residents and visitors of all ages can enjoy, ensuring local services are accessible to and inclusive of older people with varying needs and capacities.	Planning in Progress	↔	<p>The government has issued revised planning guidance reaffirming its expectation that Local Planning Authorities are to have design codes (guidance) in place for older people housing. Further government guidance is expected to be released in spring 2024 but it is uncertain what this will entail. The Planning team are considering the implications of this and resources available to undertake the work.</p> <p>The draft SW Herts Housing Needs Assessment has been reviewed. HCC as a provider of assisted living accommodation has compiled information about need and requirements to make it easier to interpret to support planning. This is being considered as part of the project.</p>
	66. Tackle digital isolation so residents can effectively engage using new technology	We will work with our partners, volunteers and community groups to support residents who do not have access to technology, choose not to do so or do not currently	Green	↔	<p>Watford and Three Rivers Trust (W3RT), the lead in tackling digital isolation, are delivering training sessions and supporting residents. To date approx. 48 Watford residents have been supported. NHS funding is available to the end of this financial year. Other Hertfordshire CVS' are working on a lottery bid</p>



Commitment	Activity	BRAG' Rating	Trend	Headline
	have the skills to use IT so that they have the same opportunities as others in our town.			for further funding. Going forward a Watford lead has been identified to work with W3RT on this project. We are planning to promote the scheme as an option for staff looking to volunteer through the council's Employee Volunteering Scheme.
67. Develop services to support our residents' health and wellbeing	We will work closely with our partners to develop a mental health strategy for Watford, ensuring the right support is available for residents who need it. Watford's Healthy Hub will provide a pivotal link to assistance and guidance, including opening up conversations about the menopause and for those needing help with mental health issues.	Complete	↔	Mental Health is embedded within the Healthy Hub service offer and the Mental Health Community Support Officer is currently working at capacity. The Healthy Hub ensures that interactions support our residents' mental health and wellbeing at every opportunity. Examples of recent events include the Multi-Cultural Centre women's only health awareness sessions and Watford Muslim Family festival fun day. The Hub continues to provide advice and support on the menopause and new leaflets are being distributed at appropriate events. A mental health strategy will not be developed at this time, as agreed with Members, given this is a core responsibility of other partners such as Health and Social Care. The main focus is embedding positive mental health approaches into WBC core service delivery and working with the key partners to ensure their strategies positively impact Watford residents.
68. Engage with health partners to improve public health and health inequalities for our residents	We will engage across our health partners to make sure the health and wellbeing needs of Watford are represented in new health structures and commissioning of services.	Green	↔	Engagement with our health partners continued during Q3 and some examples of activities include: - Attendance at flu and covid booster clinics at two local GPs to engage with residents and raise awareness around the importance of cancer screening. These sessions were well received by the practices and additional sessions are being considered. - Women's wellness session, funded by an Integrated Care Board (ICB) project, targeting women who have not responded to cervical screening are being held at the two surgeries that have been identified with lowest uptake. - ICB Cervical Screening project, which aim to highlight disparities in current service provision, identify best practice and influence change to ensure all patients are offered the same service across all surgeries. The project will aim to work across seven GP surgeries in Watford from mid-December and will be reviewed at the end of February 2024. The Healthy Hub service provision continues to be developed to deliver Herts County Council's core offer.
69. Support single homeless people to access accommodation and support	We will continue to establish and embed our single homelessness pathway, focusing on the root causes of homelessness and working closely with our partners to	Green		The Single Homelessness Project (SHP) was initiated in 2021 to bring together all temporary accommodation providers into a multi-agency team and to provide a holistic view of Watford's approach to accommodating and supporting single homeless people and was formally completed in the last quarter of 2022/23. Since its inception, the SHP project has effectively

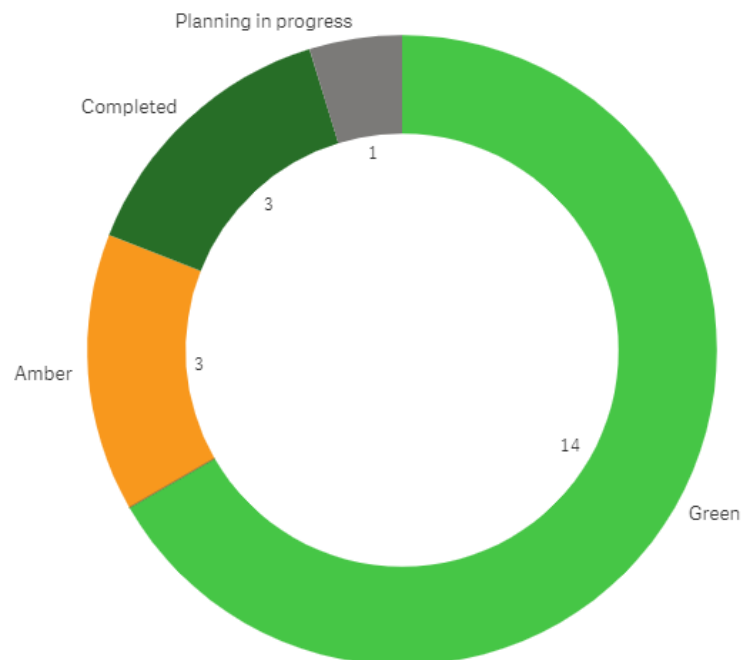
Commitment	Activity		BRAG' Rating	Trend	Headline
	support individuals on every part of their journey into independent living.				reduced the number of people sleeping rough in Watford from 80+ to a handful. The formal pathway has been in place since April 2021 and through this over 300 single homeless clients have been provided with a safe, secure, welcoming physical environment with access to the most appropriate support that meets their individual needs, such as mental health, substance abuse and debt advice. A delivery plan, addressing all the requirements of the SHP project closure report, with key milestones is being delivered.
ring together ways to help our residents who might be struggling financially	70. Make sure residents are aware of what help we offer to support them manage their finances	We will promote our council tax discount scheme so residents know support might be available to help them pay their bills.	Green	↔	The vast majority of customers in receipt of Universal Credit are now automatically signed up to the council tax reduction scheme without the need to complete an additional claim form. This is promoted on the telephone and at the customer centre. The Discount and Exemptions online form, which enables residents to apply online for a discount or exemption, went live in Q2. In some cases customers will receive a decision immediately, improving the customer experience, providing greater flexibility and improving service efficiency. 'Arrangements Manager', a self-serve tool for customers wishing to make online payments, went live in October 2023. We are in the process of changing the Council Tax Support (CTS) scheme from April 2024. Once signed off, we will commence promotion of the scheme and a sign-up campaign. We purchased an Experian tool in the last quarter to assist us in identifying areas in the borough where benefit uptake is low and to help us deliver targeted campaigns for the uptake of the CTS and other benefits.
	71. Coordinate advice in the town for those seeking information on how to cope with the cost of living crisis	We will work with partners to ensure people can access the advice and information they need when they face financial difficulties, particularly those who are vulnerable or are dealing with debt.	Green	↔	The 'Cost of Living' page on the council website continues to provide information to local people who may be facing financial difficulties. The 'Cost of Living Forum' which was convened with local voluntary and community organisations to work together on a response for Watford and to ensure that support is coordinated is now known as the 'Community Support Forum' to recognise the wider discussions and remit of the Forum. We are continuing to engage with Hertfordshire County Council to link into county support and ensure local residents are accessing all the help available. Our well established 'Welcoming Spaces' will continue to provide support for our more vulnerable residents. The Community Fund is still available to provide cost of living support of up to £2k.
	72. Use innovative ways to support our local community financially	We will build upon the success of our COVID-19 Fund, Ukraine Community Funds and Watford Community Fund to investigate a new local lottery to support our local community so that they can continue their good work in our town.	Complete	↔	The Watford Community Lottery was successfully launched in May 2023, and since its launch, 54 organisations have signed up as good causes including Watford Palace Theatre, One YMCA, Citizens Advice Bureau, and Watford Women's Centre.. As at December 2023, a total of 1,182 tickets were in the weekly draw, 350 of which were supporting the Central Fund

Commitment	Activity		BRAG' Rating	Trend	Headline
					<p>and 826 supporting other good causes. The total funds raised from May to October 2023 was just over £16k for good causes. The scheme will ensure that at least 60% of all tickets sold goes towards supporting our local community and good causes.</p>
	73. Welcome the whole town and visitors to our Big Events	We will deliver our exciting, free programme of Big Events across the town, including our Big Screen, Big Beach and Fireworks, bringing our community together regularly in our town centre and parks.	Green	↔	<p>We delivered the Big Beach, Big Screen, Big Sports and Big Fireworks events last year. The events are successful in attracting and bringing together many of our residents together. We will review the programme for 2024/25 and line this up into the work of our Cultural Leaders.</p>
	74. Provide an appealing and lively programme of holiday activities for young people	We will continue to offer our young people exciting things to do during the Easter and summer holidays so they can be engaged and involved in an enjoyable range of free activities.	Green	↔	<p>We delivered the free Easter 2023 holiday programme and piloted a scheme offering sessions to families via a local voluntary organisation, for which there was a good uptake. A review of the data indicates the majority of people who benefitted from the scheme are Watford residents from across the community. The Cost of Living Forum with groups and organisations convened to bring together the support available and to make sure local people are aware of where to go for help, is now the 'Community Support Group'. The forum is bringing together data and information to build understanding of the extent of the crisis within Watford and make sure Watford is coordinating with county, regional and national support and campaigns. The 'Welcoming Places', which are supported by the Watford Community Fund, are continuing as they have proven to be very successful and are meeting a range of community needs. The government's round 1 Household Support Fund 4 for 2023/24 was allocated at district level to support food charities and energy support. Round 2 will be delivered during the next quarter. Initial meetings have been held with invited community groups and organisations and a robust action plan developed.</p>
	75. Improve private sector housing across the town, focusing on how it can contribute to both environmental and community benefits	We will support the sustainability of the town's privately owned homes making use of Energy Company Obligation funding to improve the energy efficiency and warmth of those who are vulnerable or on low incomes.	Green	↔	<p>The Energy Company Obligation (ECO), which aims to tackle fuel poverty and help reduce carbon emissions, will be delivered through to the end of March 2026. Targeted marketing has taken place in multiple areas, making use of WCH projects to market adjacent properties. We have set up relations with a significant number of new installers to engage and attract ECO in our area. We have systems in place and are now actively using the GB Insulation scheme available this autumn as another offshoot from ECO. Our Statement of Intent has been updated and re-published to reflect this.</p>

Commitment	Activity	BRAG' Rating	Trend	Headline
	<p>76. Help our community better access the benefits of Watford's economic growth</p> <p>We will explore ways to create a resilient and inclusive economy that benefits our community, building on foundations from the Hertfordshire Community Wealth Building project, linking local people with opportunities and supporting our voluntary, community and social enterprise (VCSE) sector link to make a greater economic contribution.</p>	<p>Green</p>	<p>↔</p>	<p>The draft Watford Business Charter is going through consultation with businesses and stakeholders. We will review and respond to the feedback in the next quarter.</p> <p>The Charter will encourage businesses to do more in 5 areas: recruit local, buy local, go green, connect with community and be an employer of choice. We are creating a 'Resource Bank' to help businesses deliver upon this, with signposting to information advice and guidance, best practice, and also to connect them with other businesses. Work on the Resource Bank, using the Watford LinkUp platform, is underway and going well.</p>

THEME: A council working for our community and serving our residents

Overview







Key achievements over this period




- We are leading by example in the delivery of the council's Environmental Strategy. 23 colleagues have attended the Climate Literacy training and received Carbon Literacy certification.
- The council's Continuous Improvement Framework, which formalises the process for continual improvement of our processes and service delivery, was approved by Cabinet in November 2023.
- The council's four-year ICT Strategy has been approved and ready for delivery. The Strategy will ensure we continue to deliver and keep pace with the rapidly changing landscape both within technology developments and across the cyber security threats which upon the council.
- As part of our commitment to support the health and wellbeing of employees, Lunch and Learn sessions are planned for the next few months with the first session 'Winter Wellness' in January 2024.
- Successful 'Living the Values' event was held to further embed the council's six corporate values: Agile, Bold, Integrity, Respect, Trust and Working Together.

Commitment	Activity		BRAG' Rating	Trend	Headline
<p>Make sure we deliver an outstanding customer experience and the high quality services our community expects</p>	<p>77. Provide an excellent customer experience for everyone who engages with the council</p>	<p>We will prepare and deliver a new Customer Experience Strategy to transform how we engage with our customers over the next four years, delivering a real step change across all our services, embracing innovation and embedding a first class experience our customers will value.</p>	<p>Green</p>	<p>↔</p>	<p>We are progressing delivery of the Customer Experience Strategy, working collaboratively with colleagues across the council and capitalising on synergies with other projects to deliver the Strategy vision. A successful staff engagement event was held in December 2023, where colleagues had the opportunity to learn about the Strategy, including our updated Customer Care Standards, see the progress made to date and provide valuable feedback.</p> <p>In line with our commitment to continuous improvement and following customer feedback, a review of the Parking Service webpages has been completed and work continues to implement changes to improve the customer journey.</p> <p>We have initiated the council's switchboard contract procurement process and are investigating opportunities to expand our contact channels through which we deliver services including Artificial Intelligence and Live Chat, providing residents with an enhanced service which can be accessed at their convenience, including outside of office hours</p> <p>Further information on how the council is progressing delivery of its Customer Experience Strategy is included within Appendix C2.</p>
	<p>78. Champion a greener and more sustainable council that strives to reduce our carbon footprint</p>	<p>We will embed our ambition to be net carbon neutral by 2030 by continuing to deliver our organisational Sustainability Action Plan (now part of our newly approved Environmental Strategy) so that it intrinsic to everything and ensures we reduce our carbon footprint in line with our green goals.</p>	<p>Green</p>	<p>↔</p>	<p>We have formalised delivery of the Environment Strategy and set out how we will achieve our ambition to be net carbon neutral by 2030. Sustainability is at the heart of everything we do, and is woven through other council projects, programmes, schemes and initiatives such as the Rediscovering River Colne, Town Hall Quarter and Transforming Travel in Watford Programmes. We are in the process of incorporating the 'Watford Sustainability Wheel', a tool that will visually display the environmental and social impacts of our projects, within the council's project management framework.</p> <p>23 colleagues have attended climate literacy training and received 'Carbon Literacy' certification.</p> <p>Further information on how the council is progressing delivery of its Environment Strategy is included within Appendix C3.</p>
	<p>79. Focus the right resources in the right places to secure future success</p>	<p>We will review how we employ our resources (including staff and finances) to make sure they are focussed on the areas which are most important to the council and support the delivery of this Plan.</p>	<p>Green</p>	<p>↔</p>	<p>We are continuing to engage with staff and working collaboratively across service areas to ensure we prioritise delivery of the Council Plan whilst being mindful of the council's financial position. As such, a restructure of our Corporate Management Board has been proposed and a range of service reviews are underway across the organisation.</p> <p>In this quarter we launched the 'Conversation with SDLs' initiative which encourages our Service Delivery Leads (SDLs) to connect with other management teams from across the organisation to identify synergies and work collaboratively across projects and service areas.</p>

Commitment	Activity		BRAG' Rating	Trend	Headline
					<p>Whilst we remain committed to delivering the Council Plan, some activities will be paused and others prioritised to ensure we maximise our resources and deliver our Council Plan.</p>
	<p>80. Explore opportunities to share services with other councils where it delivers best value and better customer outcomes</p>	<p>We will work with other authorities to develop and implement business cases that explore opportunities to share more services where this will deliver improvements for our customers.</p>	<p>Green</p>	<p>↔</p>	<p>The shared services model provides opportunities for us to review and enhance our processes, automate and digitise processes where relevant and reduce costs and increase resilience.</p> <p>We are continuing to work with St Albans City Council (SADC) to progress phase 2 of the Planning Enforcement & Building Control (PE&BC) Shared Services. The data migration workstream is in progress and once complete, will enable both WBC and SADC to deliver services and manage cases from one system.</p> <p>We are developing a business case for a HR & OD Shared Service with a number of neighbouring districts.</p>
	<p>81. Make sure the council continues to hold successful and well run elections</p>	<p>We will support and prepare for the implementation of the Elections Act 2022 so that our elections continue to be effectively managed and voters are well informed on elections and how to exercise their right to vote.</p>	<p>Green</p>	<p>↔</p>	<p>We introduced some aspects of the Elections Act 2022 during the May 2023 Local Elections. This included Voter Photo ID and providing greater assistance to voters with disabilities. We will continue to implement the remainder of the Elections Act from 2023 through to 2025 which will include as part of the General Election, which must be held by January 2025, although the date has not yet been confirmed.</p>
<p>Pioneer new ways of working that challenge us to innovate, transform and consistently improve</p>	<p>82. Adopt the right digital technology that matches and supports our ambition for excellent service delivery for our residents</p>	<p>We will develop and deliver a new four-year ICT strategy to drive forward how we use ICT and digital technology to deliver our ambitions, seeking opportunities to innovate to meet the needs of the council and our community.</p>	<p>Green</p>	<p>↔</p>	<p>The council's new four-year ICT Strategy has now been approved. The delivery of the Strategy will commence in the next quarter. The Strategy supports the ICT team to deliver a secure environment to enable the work of the council for our residents and communities. Progress against the key areas of delivery will be monitored over the life of the Strategy to ensure that ICT continues to deliver and keep pace with a rapidly changing landscape both within technology developments and across the cyber security threats which impact upon the council. This will be monitored through quarterly reports to IT Steering Group.</p> <p>In the last quarter we submitted our PSN application for the Public Services Network certification and this quarter we will be working on the remediation for risks that have been identified. The PSN certification demonstrates our compliance with information assurance security requirements. The team are also continuing to migrate users from Office 2016 to the new O365 apps.</p>

Commitment	Activity	BRAG' Rating	Trend	Headline
	<p>83. Deliver a step change in how we use our data and information so it strengthens our drive for constant improvement</p>	<p>We will improve how we use our data and information to challenge our decisions, enhance performance and support excellent customer experience, using our information to monitor service delivery and to drive action if something needs improving.</p>	<p>Green</p>	<p style="text-align: center;">↔</p> <p>We are progressing delivery of the council's Information and Insight Strategy 2023-26, which was approved by Cabinet in June 2023. The Strategy sets out how we will achieve our vision of an organisation driven by intelligence to meet the demands of our customers and continue to provide high quality services.</p> <p>We are continuing to develop and enhance our performance reporting dashboards. We are building graphs for internal KPIs which will help us identify trends, the areas we are excelling in and those that need addressing. Our complaints procedure, which enables us to react to customers' comments, has been amended to help identify the reasons for not responding to complaints within the specified time as stated in the Customer Care Service Standards, which will allow us to further drive service improvements for our residents.</p> <p>We have started to map Census 2021 on GIS to support colleagues and our delivery partners. For example, we provided Citizens Advice information on areas of deprivation and fuel poverty to support their service delivery. We held a staff engagement event in December 2023 to showcase our new Customer Contact App and invited feedback and suggestions from colleagues on how we can further support them.</p> <p>The Continuous Improvement Framework was approved by Cabinet in November 2023. This tool will ensure that we continue to review and improve our services and processes.</p>
	<p>84. Strengthen our approach to contract management to ensure we are making the most of our contracts and that they are delivering for us and the town</p>	<p>We will implement a robust contract management framework to ensure we deliver expected outcomes and excellent value for money from our contracts, providing the best service for our customers.</p>	<p>Complete</p>	<p style="text-align: center;">↔</p> <p>The review of our existing contract management approach has been completed and the final version of the Contract Management Handbook has been published. Relevant officers have been given the necessary training to ensure that the council continues to achieve the very best value from our contracts. Training guides are also available on the intranet to enable officers to refresh their training as and when required.</p>
	<p>85. Embed social value through our procurement process</p>	<p>We will update our Procurement Strategy to strengthen our approach to evidencing economic, social and environmental outcomes when procuring, awarding and delivering contracts.</p>	<p>Complete</p>	<p style="text-align: center;">↔</p> <p>The council's updated Procurement Strategy was approved by Cabinet in January 2023. The Strategy will make sure we continue to get best value from the market during this period of economic instability and includes a comprehensive proposal on social value and measurement which supports the delivery of our Sustainability Action Plan.</p>

Commitment	Activity		BRAG' Rating	Trend	Headline
<p>Focus and challenge how we manage our budget so it is concentrated on delivering our commitments and securing greater investment for Watford</p>	<p>86. Ensure our investment portfolio is ambitious and effectively managed to deliver maximum value to the council</p>	<p>We will ensure that we are actively managing our investment portfolio, including exploring new opportunities to protect our income, manage risk and maximise value over the longer term, so that we can continue to provide high quality services to our residents and businesses.</p>	<p>Amber</p>		<p>We continue to agree long leasehold extensions on Watford Business Park (WBP) where appropriate which generate capital receipts and secure rental income for the medium to long term. We are continuing to utilise the council's existing land bank to generate further income through direct development or through joint venture arrangements. Examples include the Gateway site at WBP and the Riverwell Multi-Storey Car Park. Out of Borough Assets are performing well. For example, Coleshill Industrial Estate rents agreed have grown from £6.50 psf to in excess of £7.50 psf in the last 2 years. Croxley Park is actively managed to ensure that open market rent is maintained with minimal voids. The GT Model tracks the financial performance of the Park compared to assumptions made at the time of the lease being taken in 2019. It was assumed in 2019 that the whole of Building 1 would have been let and income producing by now, rather than just a single floor, so the revenue being generated at present is not as was originally forecasted, due to the availability of 40,000 sq ft in Building 1, although occupier interest in the building is now increasing, with 20,000 sq ft recently let to DLL. The vacant occupancy costs to the council and annual headlease rental uplifts are at capped level.</p>
	<p>87. Assess the feasibility of a Growth Fund and its benefits for Watford</p>	<p>We will explore where our financial strength can support start-up and growth opportunities delivering a positive investment return for the council and renewed prosperity for the town.</p>	<p>Planning in progress</p>		<p>The Council has set aside £500k towards a Growth Fund. Whilst our bid to central government's Levelling Up Funding (LUF) for a further £500k to complement the Innovation Initiative and which would have allowed a £1m fund to be set up to support businesses in the Hub, was unsuccessful, in November 2023 we received provisional confirmation that we were successful in the latest bid. Officers are now engaging with central government on the validation process so that the funds can be confirmed.</p>
	<p>88. Manage and direct the council finances effectively</p>	<p>We will ensure that our budgets align with our priorities and that budget management is robust, forward-looking and supports the best possible service outcomes from available resources, enabling us to keep council tax increases below inflation.</p>	<p>Green</p>		<p>The 2023/24 budget included a Council Tax increase of 2.99%, well below inflation. The Council proactively manages and monitors budgets during the year to ensure value for money and effective prioritisation of resources. The 2024/25 budget setting process has now been completed with ratification at Full Council and will ensure that council resources continue to align to council priorities to deliver the best possible service outcomes.</p>
	<p>89. Identify new commercial opportunities that align with our ambition</p>	<p>We will look for new and innovative commercial opportunities that will align to our values, whilst ensuring a financial return that can be used to support the council's activities for the benefit of the borough.</p>	<p>Green</p>		<p>The Commercial and Collaboration Strategy is not yet finalised and is scheduled to go to cabinet over the next period. Due to current financial climate the council are not seeking to undertake any major investments at the current time and will look to pursue opportunities to collaborate with partners, ensure our existing investments hold up and explore opportunities as they arise.</p>

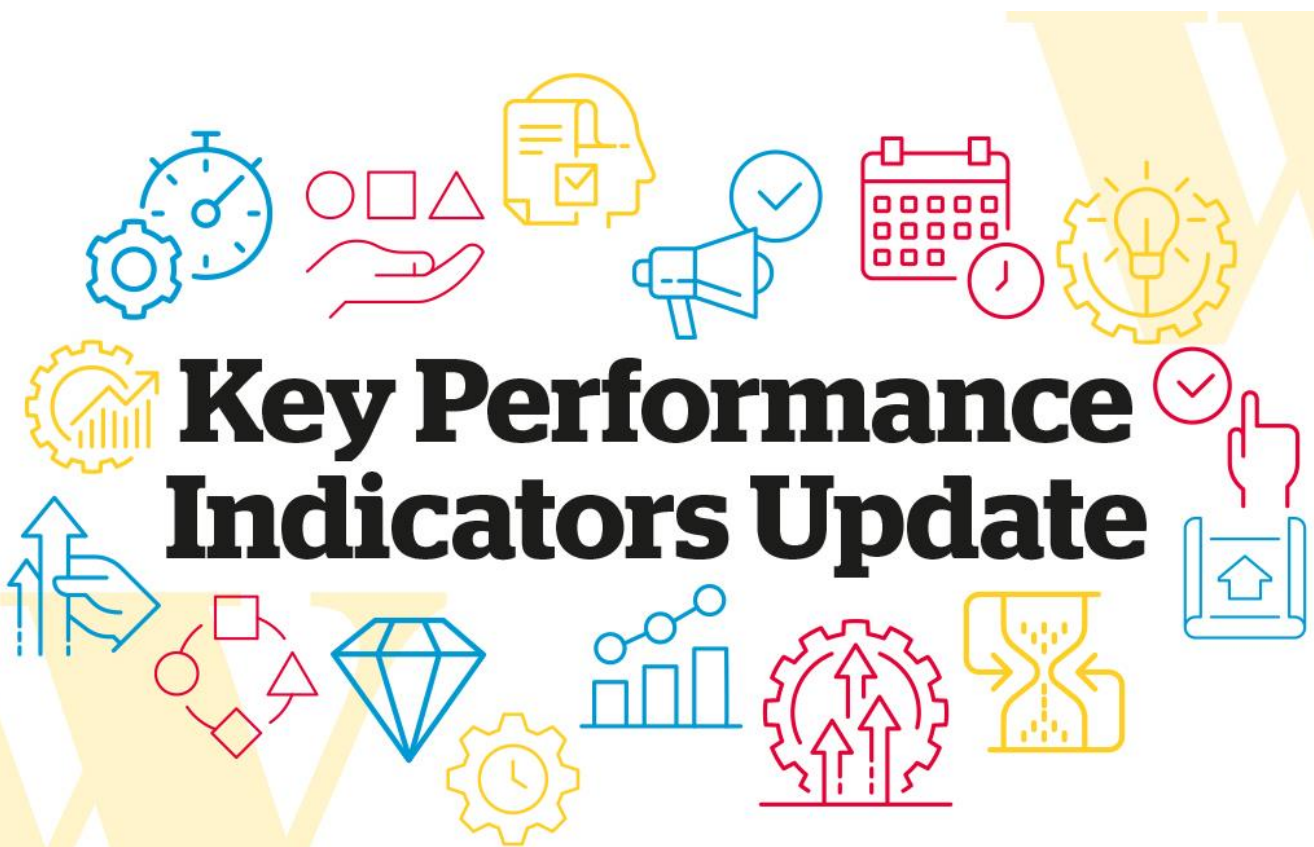
Commitment	Activity		BRAG' Rating	Trend	Headline
	<p>90. Manage our ambitious capital programme so that it supports our aspirations</p>	<p>We will develop a commercial risk and mitigation strategy for our capital programme to protect the council against turbulence in global markets, whilst still delivering our ambitious programme of improvements.</p>	<p>Amber</p>		<p>Our Commercial Risk and Mitigation Strategy has been completed, although the rapid and significant increase in inflation continues to pose significant risks to the affordability of the Capital Investment Programme, hence the amber rating. The greatest exposure is to projects that are at the pre-tender stage where the council has not yet entered into contract. Where possible, mitigations are in place such as the early purchase of materials to protect against future price rises. The affordability of all schemes within the Capital Programme is kept under review and project appraisals take into account the cost of funding projects and include the associated borrowing costs where relevant. Furthermore, the council has undertaken a robust review of the capital programme and realigned the capital budgets which have been approved by Full Council.</p>
	<p>91. Invest our Croxley Park funds in ethical investments</p>	<p>We will make sure the funds we receive from Croxley Park are invested in a sustainable way to deliver financial goals and better future for us all.</p>	<p>Green</p>		<p>Due to the changing interest rate environment, the Council has divested from the pooled investment funds in order to utilise the cash for internal borrowing. This reduces the Council's overall risk within Treasury Management activities by reducing exposure to both investment and borrowing risks. This will support the Council in delivering financial goals and ensuring that the Council can set a balanced budget that delivers the Council plan.</p>
<p>Lead by example, securing our reputation as a forward thinking, caring and inspiring organisation where staff can thrive and achieve their best for our residents and businesses</p>	<p>92. Build on our innovative approach to agile working, realising the benefits for our staff and our community</p>	<p>We will ensure our staff are able to provide timely high quality and efficient services to customers by opening up opportunities for staff to work in an agile way in a modern, collaborative and inspiring workplace, helping the council to become an employer of choice.</p>	<p>Complete</p>		<p>The council's new collaborative and focused working space opened in July 2022, providing a modern and fit for purpose space for teams to deliver the very best services to residents, businesses and the community. To ensure the working space remains fit for purpose, we are regularly conducting staff surveys to collate feedback on both the space and technology and implementing changes as required, ensuring that this aligns with our broader values and behaviours.</p>
	<p>93. Secure robust succession planning, making sure we value and manage our talent to recruit and retain the best for Watford</p>	<p>We will open up opportunities for our staff to grow and develop, building their skills and knowledge to achieve. Where we do recruit, we will appoint the best, ensuring we recruit people with the right experience and behaviours to be part of 'Team Watford'.</p>	<p>Green</p>		<p>The Values and Behaviours, which set out the expected behaviours for 'Team Watford', ensuring that we provide the best service to our residents, businesses and community, were launched in December 2022. The full roll out and implementation of the values and behaviours is currently in progress. Through this process we will incorporate the Values & Behaviours into each stage of the employee lifecycle, such as the recruitment process and appraisal cycle, so that we can support our staff throughout their time at the council. We are currently reviewing our performance management approach and looking at best practices, including those employed by other councils, and will be making recommendations.</p>

Commitment	Activity	BRAG' Rating	Trend	Headline	
				As well as the Values and Behaviours, our new People Strategy will also determine how we support, develop and retain our staff.	
	94. Embed our values and behaviours so they inspire our staff to achieve even more and underpin how we work	We will collaboratively develop meaningful corporate values and behaviours with our staff and use these as the foundation to implement a behaviours framework. This will help develop the skills of our people at all levels, and from all backgrounds, to recognise individual contributions, expertise and knowledge and to improve the resident and customer focused services we deliver.	Green	↔	The implementation of the council's values and behaviours framework is well underway, with support from our Agile Pathfinders and Service Delivery Leads who have all benefitted from external facilitator-led training sessions. In the last quarter we held a successful and well-attended 'Living the Values' event for staff. Feedback from staff during the event is being reviewed and will be incorporated in our branding and approach. Service areas have almost completed their Team Charters incorporating the six council values in the way we work as a team and individually. In the next quarter we will be reviewing the Behavioural Framework and the PDR cycle and addressing feedback from the 'Living the Values' event.
	95. Refresh our Organisational Development approach so that it effectively underpins and supports our Council Plan	We will ensure we develop, motivate and inspire our staff so they are supported and empowered to do their best for our residents and businesses by refreshing our Organisational Development approach.	Green	↔	The council's People Strategy and Delivery Plan have been finalised and taken through the council's approval process. The next step is to review the delivery plan in light of the feedback received from the Peer Challenge and also the council's financial position and prioritise projects for delivery. The roll out and implementation of our refreshed Values and Behaviours Framework is underway. Through this process the Values and Behaviours Framework will be worked into the employment lifecycle from recruitment and onboarding to development and progression and through to the Performance Development Review process.
	96. Seek and implement opportunities for people to have fulfilling local government careers	We will create apprenticeship opportunities for local people at the beginning of their working life, providing them with experience, skills and knowledge from across the council to help kick start their careers.	Amber	↔	The council's Corporate Apprenticeship Scheme aims to support local people, particularly our younger residents, at the beginning of their working lives. Currently one apprentice is on the Scheme working with services across the council in order to gain the skills, knowledge and experience they need to help them start and progress in their career, whilst providing valuable public services to our customers. Due to the current recruitment freeze, further recruitment of apprentices is on hold. The development of a delivery plan to consider all early careers including apprentices, graduates, pathways to planning, work experience and T-Levels, has been delayed to the end of March 2024 as we are considering feedback from the Peer Challenge alongside the financial position of the council.
	97. Protect the physical and mental health and wellbeing of our staff	We will ensure that we protect the physical and mental health and wellbeing of our staff by developing their resilience and providing opportunities for genuine two-way engagement	Green	↔	Our health and wellbeing survey, which was incorporated within the wider council staff survey, was completed in this quarter. The results of the survey will enable us to review our health and wellbeing initiatives and guide our next steps. We have planned online health and wellbeing lunch and learn sessions for employees. The first session on 24 January 2024 is a 'Winter Wellness'

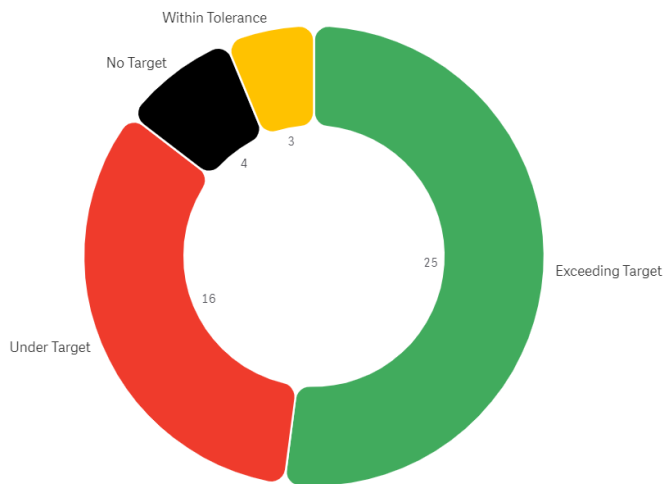
Commitment	Activity	Activity	BRAG' Rating	Trend	Headline
					workshop designed to help our employees thrive and continue to deliver high quality services during the winter months.



**WATFORD
BOROUGH
COUNCIL**



Appendix B: Quarter 3 Key Performance Indicators 2023/24

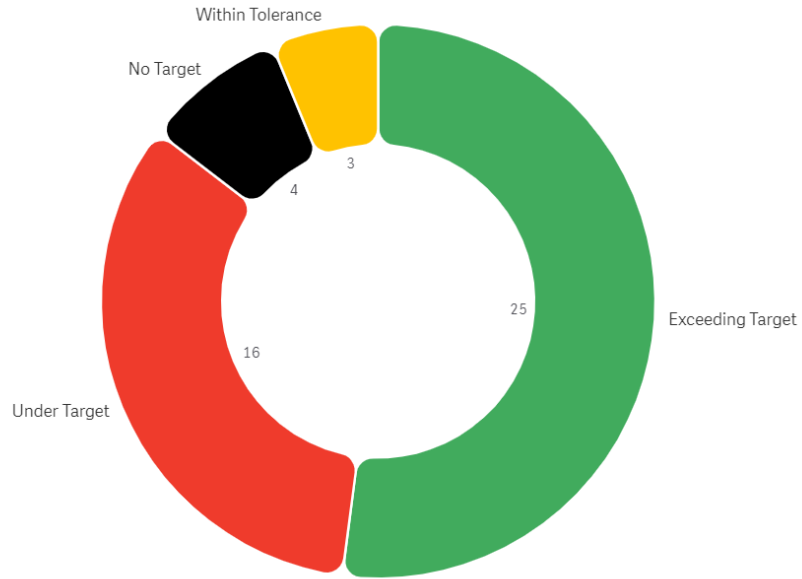


- 49 indicators agreed for 2023/24
- 48 results returned in Q3 (face-to-face customer satisfaction to be collected once refurbished Town Hall is open)
- 44 indicators with targets
- 25 exceeded target
- 3 outside of target but within tolerance
- 16 outside target

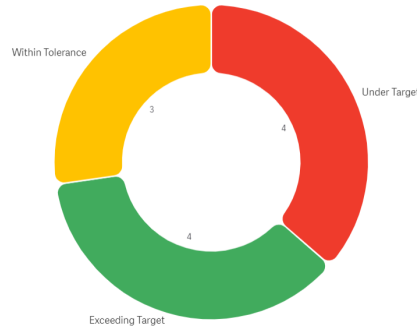
Summary – Quarter 3 Key Performance Indicators

- This report presents the third set of results from the new list of KPIs agreed as part of the KPI Review process that took place between January and March 2023. The new KPIs fulfil the following principles:
 - Aligned to our Council Plan and associated outcomes
 - Provide insight into key services provided to customers by the Council
 - Measurable targets which are realistic but challenge the organisation to continually improve and inform decision making
 - Focused on trends so that performance can be seen over time
- KPIs are grouped by Council Theme, and where applicable, for each KPI the following information will be shown; Desired result (low or high), target, latest result, latest result vs target, previous result, and trend.
- A target has been defined for each KPI where possible, however there are 4 KPIs that do not have targets. These are number of short term sickness instances, number of long term sickness instances, number of parking penalty charge notices issued and number of parking tribunal appeals, for which targets are not permissible.
- Where appropriate, services have defined a tolerance for some of the KPIs. This is where the result is under target, but by a small amount, and not considered to be of concern.

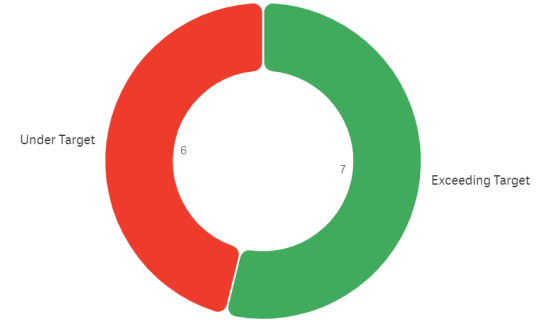
Q3 Key Performance Indicators Overview



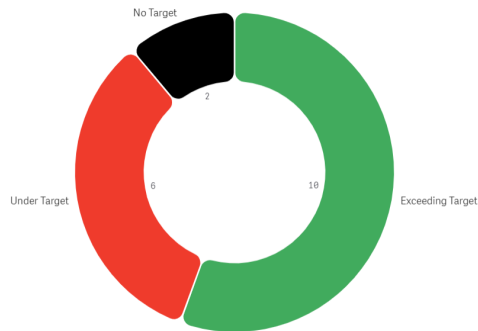
Council Plan Theme - A greener, brighter future



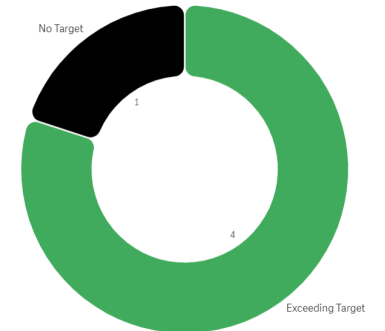
Council Plan Theme - A diverse, happy and healthy town



Council Plan Theme - A Council working for our community and serving our residents

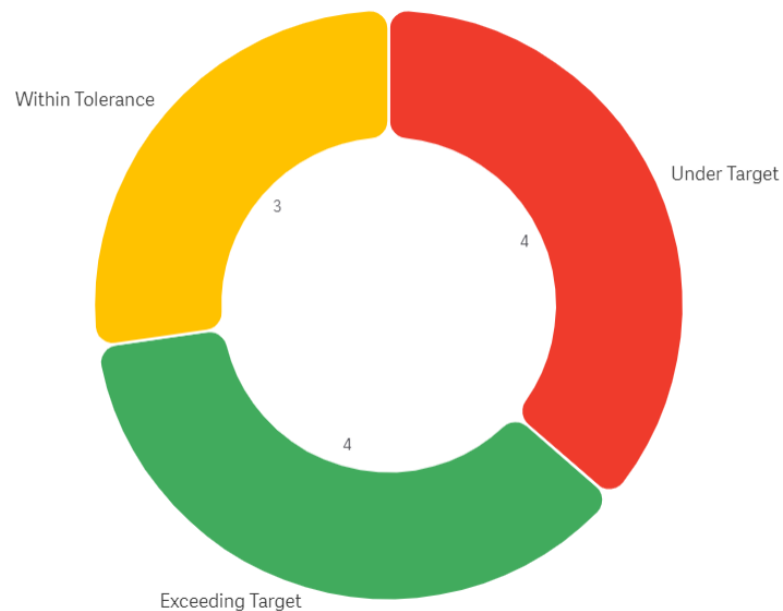


Council Plan Theme - An inspiring, thriving and creative town



Council Plan Theme: A greener, brighter future

- Both indicators related to fly-tipping exceeded the targets set.
- Net Zero Carbon footprint for Watford Leisure Centre has achieved a reduction of 3% this year to date. The target set for this KPI was a 3% reduction by the end of 2023/24, and this was achieved in Q2, primarily due to the installation of a pool cover. There was no carbon reduction reported in Q3. Both leisure centres have had pool covers installed as well as LED lighting. Customer service response times for both leisure centre remain high, with 100% of customer comments responded to within 48 hours.
- Levels of detritus were within target, and much improved compared with Q3 last year.. Levels of graffiti were just outside of the target, however improved on this time last year. Levels of litter and fly-posting were outside of target and showed a small increase on Q3 the previous year. Fly posting levels remain low overall, with a significant reduction for main road areas. Issues involving estate agent boards and yellow developer sign, contributed to this.
- Both recycled and composted waste and residual household waste indicators were outside of the targets but within tolerance.



- There were 27,953 journeys made on Beryl Bikes, contributing to a total of 93,186 journeys made since April 2023 - on track for the yearly target of 115,000.

Council Plan Theme: A greener, brighter future

Service Area	Indicator	[Desired result (low/high)]	Target	Latest Result	Latest Result vs Target	Previous Result	Trend	Performance over Time
Environment (Waste and Recycling, Parking, the Market)	Beryl Bikes – usage	High	28,750	27,953	● Within Tol.	34,840	● Declined	
Environment (Waste and Recycling, Parking, the Market)	Residual household waste per household	Low	83.75	85.27	● Within Tol.	83.23	● Declined	
Community Protection	Fly tip response - urgent requests	High	95.0%	100.00%	● Exceeding Target	100.00%	● No Change	
Environment (Leisure and Community)	Watford Leisure Centre - Customer Service single customer view response times	High	100.0%	100.00%	● Exceeding Target	100.00%	● No Change	
Community Protection	Fly tip response - standard requests	High	95.0%	98.30%	● Exceeding Target	95.50%	● Improved	
Environment (Waste and Recycling, Parking, the Market)	Waste recycled and composted	High	52.0%	50.06%	● Within Tol.	52.16%	● Declined	
Environment (Leisure and Community)	Levels of Detritus: Improved street and environmental cleanliness	Low	5.5%	4.20%	● Exceeding Target	6.50%	● Improved	
Environment (Leisure and Community)	Levels of Litter: Improved street and environment	Low	4.5%	5.16%	● Under Target	4.76%	● Declined	
Environment (Leisure and Community)	Watford Leisure Centre - Net zero/carbon footprint	High	0.8%	0.00%	● Under Target	3.00%	● Declined	
Environment (Leisure and Community)	Levels of Graffiti: Improved street and environmental cleanliness	Low	3.7%	3.77%	● Under Target	1.98%	● Declined	
Environment (Leisure and Community)	Levels of Fly Posting: Improved street and environmental cleanliness	Low	0.4%	1.39%	● Under Target	0.79%	● Declined	

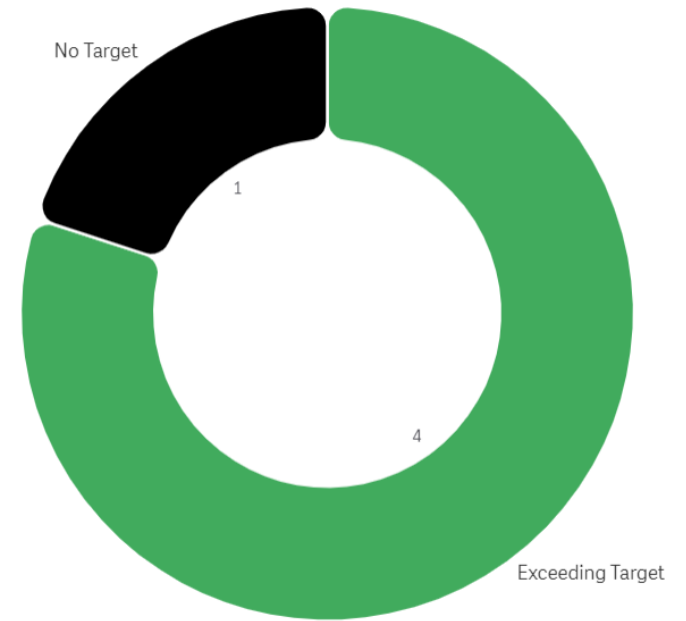
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*1 – The collection of the carbon footprint information in the leisure centres is undertaken annually with the 0.8% target already exceeded for this year as a result of the previous result. Work is underway to update the system so that the table above can be updated accordingly and this is clearer.

Council Plan Theme: An inspiring, thriving and creative town

- Excellent results recorded for the Planning team in Q3, with all indicators related to planning application processing times exceeding targets. See table below for detail on number of applications and processing time.

	Total number received	Processed within timescale	Required an extension of time	Processed outside of timescale
Major	4	2	2	0
Minor	38	32	6	0
Other	89	84	5	1



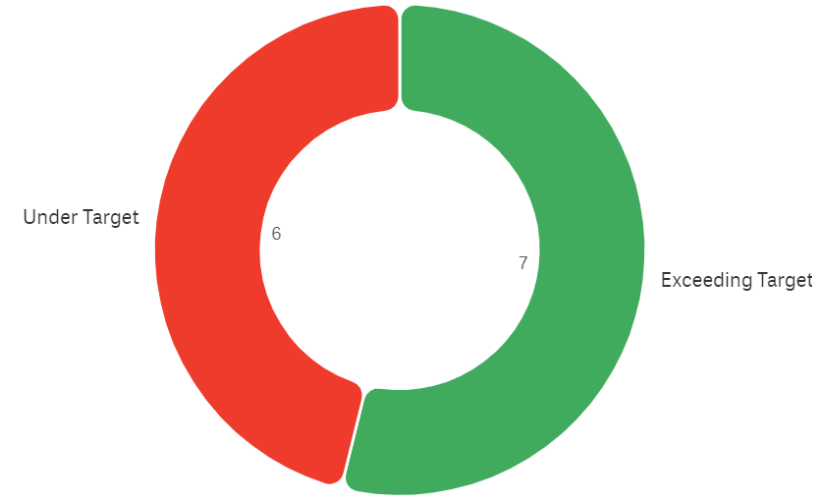
- The number of parking penalty charge notices issued in Q3 was 9,892, a decrease compared with Q2. Hertfordshire County Council took over the management of the bus gate from the 1st of November 2023, which has reduced the number of PCN's issued. There was one tribunal appeal in Q3 which was not contested.
- Watford Market occupancy rate continues to be above target at 93.50%.

Council Plan Theme: An inspiring, thriving and creative town

Service Area	Indicator	[Desired result (low/high)]	Target	Latest Result	Latest Result vs Target	Previous Result	Trend	Performance over Time
Environment (Waste and Recycling, Parking, the Market)	Penalty Charge Notices issued	n/a	0	9,892	● No Target	10,169	● Improved	
Planning	Processing of planning applications: 'major' applications - % determined within 13 weeks	High	90.0%	100.00%	● Exceeding Target	100.00%	● No Change	
Planning	Processing of planning applications: 'minor' applications - % determined within 8 weeks	High	92.0%	100.00%	● Exceeding Target	100.00%	● No Change	
Environment (Waste and Recycling, Parking, the Market)	Watford Market occupancy rate	High	90.0%	93.50%	● Exceeding Target	93.50%	● No Change	
Planning	Processing of planning applications: 'other' applications - % determined within 8 weeks	High	92.0%	99.00%	● Exceeding Target	93.00%	● Improved	

Council Plan Theme: A diverse, happy, healthy town

- There were five verified rough sleepers at the end of December, increased from three at the end of June. The number of rough sleepers in the town is currently low due to the Winter Shelter running at New Hope’s The Haven until 31 March 2024. There are three rough sleepers who are now willing to engage or accept offers of accommodation. On average there are 11 people being housed at the winter night shelter, seven of whom have restricted eligibility.
- The number of households in temporary accommodation (TA) continues to increase with the most frequent reason for the loss of the last settled home being the end of a private rented tenancy. This has increased by 140% compared with April to December 2022. Settled housing move-on options are challenging. It is incredibly difficult to find affordable private rented accommodation. For example, only one private rented home was let to a homeless household in 2023-24 Q3 compared with six in the same period last year. During the quarter there were 98 lettings of housing association homes which is a higher number of lettings than usual and included the Yeatman Court development. This development enabled a small reduction in the number of households in temporary accommodation for a few weeks. However, going forward there are delays in the expected completion of new affordable home developments which compounds the challenge for the Housing service.
- The number of households placed in temporary accommodation out of area has increased significantly since Q2. There are a number of reasons for this including: the number of households presenting as homeless has increased; all local authorities are facing the same homelessness pressures and are competing for a limited pool of temporary accommodation units, comprising of self-contained homes and shared rooms, which results in the service having to take TA units wherever they are available.



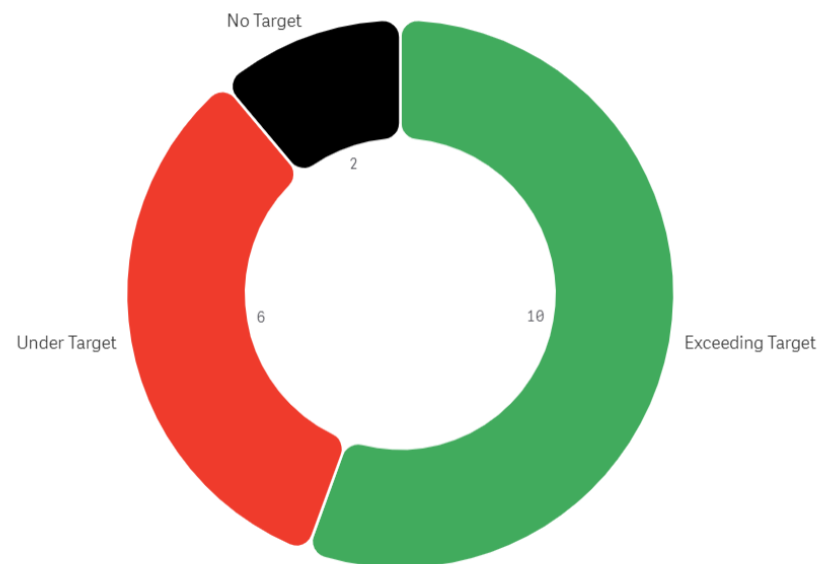
- The percentage of homeless relief cases closed with a successful outcome was 67%, exceeding the 60% target and improving on Q2. This KPI measures the outcomes for those clients whose relief duty has been closed this quarter. Relief cases include households the council has provided temporary accommodation for because they are homeless. The service have continued to exceed the target of 60% despite the dwindling supply of homes from housing associations and little availability of affordable private rented accommodation available locally for these households to move on.
- The percentage of successful homeless preventions also showed improvement since Q2 and exceeded the 60% target at 74%. Prevention cases involve households who are not yet homeless, so the council works with them to source alternative homes before they become actually homeless.
- There were 2 new homes for social rent handed over in Q3. The 2 properties were Local Authority Housing Fund (LAHF) social rent lettings. LAHF properties are second hand purchases, not new developments. The ambition is 120 new homes by 2026. This year, 27 properties in total have been handed over for social rent. A full report on progress on this KPI will be provided in Q4.
- Q3 results were on track for both Central and Woodside Leisure centre usage. There was a small dip in throughput, membership and swimming lesson take up, causing these indicators to be outside the quarterly target, however this an expected trend over the Christmas period. Swimming lesson take up was slightly lower than expected but not of concern.
- Customer satisfaction with sports and leisure centres remained high with 95% of customers rating the service at 7 or above (out of 10). Contract Managers continue to promote an open-door policy for any queries and have customer forums at least twice a year.

Council Plan Theme: A diverse, happy and healthy town

Service Area	Indicator	[Desired result (low/high)]	Target	Latest Result	Latest Result vs Target	Previous Result	Trend	Performance over Time
Environment (Leisure and Community)	Throughput of Watford Leisure Centre: Woodside	High	164,329	169,836	● Exceeding Target	194,726	● Declined	
Environment (Leisure and Community)	Throughput of Watford Leisure Centre: Central	High	134,693	112,282	● Under Target	169,259	● Declined	
Environment (Leisure and Community)	Membership of Watford Leisure Centre: Woodside	High	5,170	5,909	● Exceeding Target	6,162	● Declined	
Environment (Leisure and Community)	Membership of Watford Leisure Centre Central	High	3,560	3,668	● Exceeding Target	4,207	● Declined	
Environment (Leisure and Community)	Watford Leisure Centre - Woodside - swimming lessons take up	High	2,149	2,064	● Under Target	2,161	● Declined	
Environment (Leisure and Community)	Watford Leisure Centre – Central - swimming lessons take up	High	1,744	1,667	● Under Target	1,875	● Declined	
Housing	Households in Temporary Accommodation	Low	100	196	● Under Target	179	● Declined	
Housing	Homeless Households in Temporary Accommodation Out of Area	Low	3	61	● Under Target	26	● Declined	
Housing	Number of new homes for social rent	High	10	2	● Under Target	12	● Declined	
Housing	Number of Rough Sleepers	Low	5	5	● Exceeding Target	3	● Declined	
Environment (Leisure and Community)	Watford Leisure Centre - Satisfaction with sports and leisure centres	High	90.0%	95.00%	● Exceeding Target	95.00%	● No Change	
Housing	Successful Homelessness Preventions	High	60.0%	74.00%	● Exceeding Target	69.00%	● Improved	
Housing	Successful Homeless Relief Cases	High	60.0%	67.00%	● Exceeding Target	61.54%	● Improved	

Council Plan Theme: A council working for our community and serving our residents

- Looking at customer experience measures, self-service levels were above target at 79%, the highest result achieved this year. The number of telephone calls answered has improved since Q2 and is now exceeding the target. Telephone waiting time to the CSC has seen a significant jump since Q2, going from below target over the summer as a result of staffing challenges to well within target in Q3.
- The FOI response within timescales was 92%. Much improved on Q2 (78%) but still outside the 100% target.
- The result for the indicator relating to staff sickness was within target. Numbers of long and short-term sickness remained similar to Q2.
- Council Tax and Non-Domestic Rates collection are both on track to be within target at the end of the year, and similar to results this time last year. Percentage of Housing benefit classified as 'LA error' is 0.29% higher than this time last year due to one large LA error paid in Q1, however it has been reducing steadily throughout the year as expected, and is currently below the target threshold.
- The number of customers signed up to digital/email as preferred contact channel improved in Q3 to 77%. Complaints response time showed slight improvement at 68% compared with Q1 (65%). New functionality in the Firmstep complaints module was implemented in November that will ask officers to add a reason why a complaint has been answered late. It is hoped this will enable better insight as to how this result can be improved. A breakdown reasons for late responses will be provided in the Q4 reporting.



Council Plan Theme: A Council working for our community and serving our residents

- The result for speed of processing Housing Benefit (HB) Claims is an average of six days, one day within target and an improvement on Q2. The service receives very few HB claims, so it only takes a couple of claims to take the maximum amount of time given to process (30 days) for it to impact on processing times. The service continues to closely monitor each new Housing Benefit claim received and actively chase customers several times a week to encourage them to supply the documentation required to process their claim.
- The result for the average time to process a change of circumstances was six days. An improvement on Q2 and within target.
- Several new KPIs related to Customer satisfaction by contact channel were added as part of the KPI review, and the metrics are based around the percentage of customers who have given a positive rating of the service received. The contact channels assessed in Q3 were website, telephone and digital.

Customer satisfaction for digital channels has dropped slightly since Q2, and is now just outside of target, with 86% of customers giving the service a positive rating.





Telephone satisfaction also has dropped in Q3 (79%) when compared with Q2 (97%). The CSC went live with a new SMS feedback channel in October. This means *all* customers that called via a mobile phone were given the opportunity to leave feedback and it should be noted that despite the realignment of satisfaction levels as a result of this new way of recording information, the feedback received since going live with SMS has been more constructive, and this is shared with all services during regular monthly meetings, enabling improvements where needed.

Website satisfaction remained steady at 43% - most poor ratings related to customers using the website to pay a Penalty Charge Notice. A review of all parking content of the website took place during Q3, and changes will be implemented in Q4, which will hopefully result in improvement in this area.

Council Plan Theme: A Council working for our community and serving our residents

Service Area	Indicator	[Desired result (low/high)]	Target	Latest Result	Latest Result vs Target	Previous Result	Trend	Performance over Time
Human Resources	Staff sickness – short term	Low	0	46	● No Target	42	● Declined	
Revenues and Benefits	Speed of processing Housing Benefit Claims	Low	7	6	● Exceeding Target	7	● Improved	
Revenues and Benefits	Average time to process change of circumstances (from date of receipt to date processed)	Low	6	6	● Exceeding Target	7	● Improved	
Human Resources	Sickness absence (working days lost per employee, rolling 12 month rate)	Low	5	4	● Exceeding Target	3	● Declined	
Human Resources	Staff sickness – long term	Low	0	4	● No Target	3	● Declined	
Customer Services	Customer Satisfaction by contact channel – TELEPHONE	High	99.0%	79.00%	● Under Target	97.00%	● Declined	
Customer Services	Telephone calls answered	High	95.0%	97.00%	● Exceeding Target	94.00%	● Improved	
Customer Services	Customer Satisfaction by contact channel – DIGITAL	High	90.0%	86.00%	● Under Target	91.00%	● Declined	
Community Protection	Pest Control response times	High	98.0%	46.40%	● Under Target	81.90%	● Declined	
Customer Services	FOIs response time	High	100.0%	92.00%	● Under Target	75.50%	● Improved	
Customer Services	Self service levels	High	70.0%	79.00%	● Exceeding Target	73.00%	● Improved	
Customer Services	Customers signed up to digital/email as preferred contact channel	High	70.0%	77.00%	● Exceeding Target	66.00%	● Improved	
Customer Services	Complaints response time	High	100.0%	68.00%	● Under Target	65.00%	● Improved	

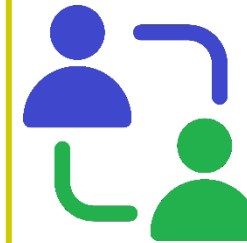
Council Plan Theme: A Council working for our community and serving our residents

Revenues and Benefits	Collection Rates of Non-Domestic Rates (NDR)	High	24.3%	82.35%	● Exceeding Target	55.86%	● Improved	
Revenues and Benefits	Council Tax Collection Rate	High	24.3%	80.00%	● Exceeding Target	53.80%	● Improved	
Customer Services	Customer Satisfaction by contact channel - WEBSITE	High	80.0%	43.00%	● Under Target	43.00%	● No Change	
Customer Services	Telephone waiting time to the CSC (Less than 20% waiting for more than 2 minutes)	Low	20.0%	14.00%	● Exceeding Target	34.00%	● Improved	
Revenues and Benefits	% of Housing Benefit overpayment classified as 'LA error'	Low	0.5%	0.36%	● Exceeding Target	0.47%	● Improved	

Economic Growth Strategy

Q3 Highlights

- Produced Watford's FSB (Federation of Small Businesses) Local Leadership Report setting out how the Council supports small business across its range of services; this is the first of its kind in the East of England.
- Convened the first meeting of a Business Task Group comprising leading business in the town, in this instance to help with development of the Watford Place Brand, but also other key initiatives in the future.
- Held the second construction industry / developer skills workshop with good participation and follow up actions.
- A wide range of business engagement has happened, including meetings with key businesses and support for the Christmas shop local campaign.
- Supported the County-wide All the Help you Can Get event and the 10 Year Better Business for All (BBfA) celebration, of which Watford was a founding member.
- Completed the Watford Skills and Employment Plan 2024-26.
- Consulted with a range of businesses and groups on the draft Watford Business Charter to inform the delivery plan for this initiative.



In total now 250 businesses are supported on the UKSPF funded Watford Net Zero project

Supported the Purple Tuesday initiative promoting accessibility and inclusivity to Watford's businesses



9

Start up businesses from the Watford Young Entrepreneurs have been supported through their next stage of growth by the Watford Growth Springboard project funded by the UKSPF

In total now 216 businesses are supported on the UKSPF Watford Fit to Bid local supply chain



Q4 Priorities

- Launch the Watford Skills and Employment Plan and convene the first Skills and Employment delivery group to bring together the actions needed to deliver against the plan.
- Successfully deliver the next Meet the Buyer event, as part of the Watford Fit to Bid project.
- Support the Innovation and Incubation Hub project to revalidate the concept and proposal.
- Complete the UKSPF Year 2 programme and prepare for reporting for DLUHC.
- Complete research and consultation related to the Watford Business Charter, propose the delivery model options, and seek agreement on a delivery approach.
- Collate and share with Herts LEP information about Watford's key inward investment assets and propositions, to ensure Watford is well promoted through the forthcoming Invest Herts portal
- Support Watford BID in its planning for 2024



Customer Experience Strategy

Q3 Highlights

- Successful staff engagement event held in December 2023 to present the Customer Experience Strategy, giving colleagues an opportunity to discuss and feedback on the Strategy delivery.
- Continuing to develop our online services, including streamlining, and automating processes through integration with back-office systems. Processes in development include Pavement Licensing and Temporary Event Notice.
- Working with W3RT to deliver digital isolation workstream. W3RT organising and delivering group training sessions across the borough.
- Continuing to develop our customer experience dashboard to support service areas to self-serve, forecast customer demand and identify improvement opportunities for our customers. Mapping Census 2021 on GIS and areas of deprivation and fuel poverty maps built for Citizens Advice.
- Our switchboard contract re-procurement is underway, providing an opportunity to explore other contact channels, such as SMS and AI, through which we can deliver our services. At present we have been looking at demos from potential suppliers.
- Automated customer telephone surveys, which allows mobile phone users to leave feedback via text message went live in October 2023. More constructive feedback about our services has been received as a result.
- Parking Services website review completed following feedback from customers.
- Co-Browsing which allows officers to see customer's screens and to help them successfully use the website and forms is currently being tested on third party websites, specifically the Housing form, as that is where most customers need our support online.

Q4 Priorities

- Procuring a new Switchboard operator/Smart IVR for the council which will include additional technologies like AI.
- Introducing customer co-browsing.
- Continue development of customer experience dashboards and digital processes



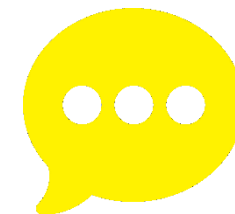
Almost 8,234 online forms submitted

22% reduction in the number of complaints received in the same quarter last year



495,340 visits to the council website

1,116 visits to the Customer Service Centre



97% of all telephone calls answered



Sustainability Strategy

Q3 Highlights

- Climate Emergency Scorecards published – Watford is the leading district in Herts and 19th among all district councils across the UK
- Agreement to incorporate the Watford Sustainability Wheel into the Project Framework
- Benefits Realisation Plan signed off to ensure environmental benefits are measured and tracked
- Environment Agency permit submitted to complete River Colne in-river works at Timberlake Allotments this Winter – ‘duly made’ status achieved
- Staff travel survey completed to assess our own impact on the environment
- Water Quality Forum relaunched
- Single-use plastic takeaway cutlery/containers banned from 1 October
- Tree planting completed for this year (200+) and has exceeded Mayor’s commitment

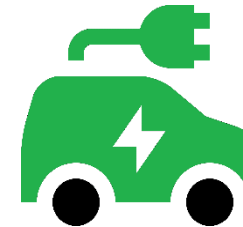
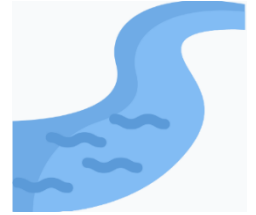
Q4 Priorities

- Additional Carbon Literacy training and certification for Planners
- Watford Sustainability Wheel fully incorporated into the Project Framework and project documentation
- Sustainability e-learning module developed
- Outcome of application for solar panels on Woodside and Central leisure centres via Sport England
- Publish ‘About Watford’ Winter edition with sustainability project updates and promoting the Waste Aware campaign
- Develop Green Spaces strategy
- Extending Beryl Bike contract and reaching agreement to extend coverage to neighbouring authorities
- Planning for Great Big Green Week 2024 Council activities

1

Watford ranked 1st in Hertfordshire on the Climate Emergency scorecard

2 further ‘Tales of the River’ podcasts have been recorded, bringing the river and community back together



Our first staff travel survey has been launched to inform the development of a green travel plan

319 businesses and residents signed up to Herts Solar Together Phase 2 to date



20

officers from across the council have received Carbon Literacy training and certification, cementing our corporate commitment to sustainability



Transforming Travel in Watford

Q3 Highlights

- Delivery of the new EV charging points progressing.
- Final car club locations agreed and Traffic Regulation Order (TRO) advertised.
- Engagement on the Whippendell Parade improvements targeted 170 addresses, and 51 responses were received. Issues such as ASB and illegal parking were raised and suggestions to widen pavements and introduce greening were supported.
- Watford's Green Loop cycle route immersive virtual reality (VR) bike ride continues to be well received.
- Beryl's bike-share scheme is expanding across parts of south-west Hertfordshire, thanks to the collaboration of Watford Borough Council, Three Rivers District Council, and Hertsmere Borough Council.



51 responses to Whippendell Road improvements.

Installation of 79 new EV chargers for public use.



Q4 Priorities

- Prepare further funding bid for on street electric vehicle charging points.
- Agree communications strategy for the new car club.
- Whippendell Parade improvements – detailed proposal to be priced and delivery programme produced.
- Initial launch of electric vehicle car club scheduled for Q4. This will be a convenient, flexible and cost-effective solution for people who don't want to incur the high costs associated with car ownership, providing another travel option for the residents of Watford.
- Green Loop implementation plan to be shared with stakeholders for engagement.



Cycle counters installed in Watford's parks.

Respondents to the HCC consultation on the width restriction at Woodmere Avenue support the existing layout. 210 responses received.



Community Engagement and Participation Strategy

Q3 Highlights

- The final draft Community Engagement and Participation Strategy and associated Delivery Plan were presented to Cabinet in October 2023 and were approved

43

Community and charity organisations represented at our inaugural Community Networking Event



Q4 Priorities

- Review the Delivery Plan and assign to relevant service and management teams to coordinate the delivery of the approved actions
- Arrange the second Community Networking Event for February 2024



Cultural Strategy

Q3 Highlights

- Over 30,000 people enjoyed the 20-minute firework display at Cassiobury Park at the beginning of November.
- Watford Market was full of spooktacular tricks, treats and scarily good street food on Friday 27 October, as 'Market Lates' returned for Halloween
- Watford Town Centre Winterfest commenced with a wonderful FREE event to begin the festive season which included funfair rides, festive activities, food & drink stalls, a high street parade and live music performers.

Q4 Priorities

- Watford Town Centre BID has partnered with Atria to organise a gift exchange for locals to trade their unwanted gift for someone else's unwanted gift! The Gift Swap is a fun, sustainable, and environmentally friendly initiative taking place in the Gift Swap pop-up shop on the Lower Mall in Atria, Watford on Sunday 28 January.
- Elected Mayor of Watford, Peter Taylor and Deputy Mayor, Cllr Aga Dychton, will be walking the Abbey Line Trail to raise money for Watford Women's Centre. The 10-mile walk will start at 10am on 25 February, beginning at Watford Junction station and ending at St Albans Abbey station, and the community is invited to join in.



Part A

Report to: Cabinet

Date of meeting: Monday, 4 March 2024

Report author: Group Head of Democracy and Governance

Title: Appointment to Council Companies

1.0 Summary

1.1 Cabinet is the body that appoints directors and/or board members to the council’s companies and joint ventures. Due to the imminent retirement of the Director of Performance and the Associate Director of Property and Asset Management it is necessary to replace these individuals as director and board member of Watford BID Limited and Watford Health Campus Partnership LLP respectively.

1.2 The Chief Executive who is also appointed by the council as a director of Watford BID Limited will also be standing down from that position on 30 September 2024 and Cabinet is also asked to agree her replacement as director from 1 October 2024.

2.0 Risks

2.1

Nature of risk	Consequence	Suggested Control Measures	Response (treat, tolerate, terminate or transfer)	Risk Rating (combination of severity and likelihood)
Failure to appoint	The council will have insufficient directors/board members in place	To appoint officers as indicated in this report	treat	1

3.0 Recommendations

3.1 That Ben Martin Associate Director Planning Infrastructure and the Economy, be appointed as Director of Watford BID Limited and as a member of the Partnership Board of Watford Health Campus LLP with immediate effect.

3.2 That Justine Hoy Associate Director of Housing and Well-Being be appointed as Director of Watford BID Limited from 1 October 2024.

Further information:

Carol Chen
carol.chen@watford.gov.uk
Tel: 01923 278350

Report approved by: Donna Nolan

4.0 Detailed proposal

4.1 Cabinet has the responsibility for appointing directors and board members to council companies (those owned by the council and those where the council has been given rights to nominate directors), and joint ventures. Due to the imminent retirement of Kathryn Robson from the council she has tendered her resignation as a director of Watford BID Limited. A company where the council has the right to appoint 2 directors to the board. Donna Nolan, the council's chief executive has also informed the board of Watford BID limited of her intention to step down as a council appointed director from 30 September 2024. Cabinet is therefore asked to appoint replacements.

4.2 Ben Martin Associate Director of Planning, Infrastructure and the Economy is recommended to replace Kathryn Robson on Watford BID Limited with immediate effect and Justine Hoy Associate Director of Housing and Well-Being to replace Donna Nolan with effect from 1 October 2024.

4.3 In addition Peter Hall has also announced his retirement from the council from 31 August 2024. He is currently on the Partnership Board of Watford Health Campus LLP. It is recommended that he be replaced by Ben Martin with immediate effect to allow him time to familiarise himself with the project whilst Peter is still with the council. Peter will remain an observer on the Board until he retires.

5.0 Implications

5.1 Financial

5.1.1 The Chief Finance Officer comments that there are no financial implications in this report.

5.2 Legal Issues (Monitoring Officer)

5.2.1 The Group Head of Democracy and Governance comments that as stated it is for Cabinet to appoint to these positions. The council is entitled to nominate 2 individuals to be directors of Watford BID Limited and 3 members to Watford Health Campus Partnership LLP.

5.3 Equalities, Human Rights and Data Protection

5.3.1 Having had regard to the council's obligations under s149, it is considered there are no equalities implications in this report.

5.4 Staffing

5.4.1 Not applicable

5.5 Accommodation

5.5.1 Not applicable

5.6 Community Safety/Crime and Disorder

5.6.1 Not applicable

5.7 Sustainability

5.7.1 Not applicable

Background papers

No papers were used in the preparation of this report.

Agenda Item 7

Part A

Report to: Cabinet

Date of meeting: Monday, 4 March 2024

Report author: Group Head of Democracy and Governance

Title: Property Investment Board Terms of Reference

1.0 Summary

1.1 Property Investment Board at its meeting on 14 February 2024 asked officers to bring a report to Cabinet to update the Board's Terms of Reference as a result of government guidance changes made since the original terms were agreed in 2016.

1.2 Attached at appendix B is a revised Terms of Reference.

2.0 Risks

2.1

Nature of risk	Consequence	Suggested Control Measures	Response (treat, tolerate, terminate or transfer)	Risk Rating (combination of severity and likelihood)
Legal: The amendments are not agreed	The Board makes a decision that breaches guidance on borrowing and the council is unable to access PWLB funds	The amended terms are agreed	Treat	2

3.0 Recommendations

3.1 That the Terms of Reference set out in Appendix B are approved.

Further information:

Carol Chen

carol.chen@watford.gov.uk

Tel: 01923 278350

Report approved by: Donna Nolan

4.0 **Detailed proposal**

- 4.1 Property Investment Board was established by Cabinet in 2016 to provide member oversight of the council's property investment portfolio. Terms of Reference as agreed at that time are attached as appendix A.
- 4.2 Since 2016 Government has become increasingly concerned about councils entering the commercial property market, and, in particular, using funds borrowed from the Public Works Loan Board (PWLB) to purchase property for pure investment purposes. The high-profile failures of some councils in their investment choices have led the Government to introduce rules prohibiting councils from borrowing from the PWLB to purchase property purely for investment purposes. Whilst councils can keep their existing portfolios and borrow to maintain the assets within them, councils can now only borrow for regeneration purposes, social housing, or capital projects. Even if the council recycles its own money to purchase an investment property and does not use borrowing, if it subsequently wishes to borrow for any purpose which is otherwise permitted from the PWLB it is prevented from doing so.
- 4.3 In the light of these changes Property Investment Board at its meeting on 14 February asked officers to bring to Cabinet a revised Terms of Reference. This is attached at appendix B. The proposed changes are as follows:
Points c and i are deleted and replaced with "have regard to the risks associated with the Investment Portfolio and take action to ameliorate those risks as necessary"
Amend point d to say "maximise as far as possible investment revenue"
Amend point e to remove the words "are enabling a rebalancing of uses away from a reliance on retail"
Amend point g to read "make decisions regarding acquisitions or disposals having regard to government guidance, having regard to the overall objectives of the Investment Portfolio."
Delete point h.
Cabinet is asked to approve the amended Terms of Reference.

5.0 **Implications**

5.1 **Financial**

- 5.1.1 The Chief Finance Officer comments that the revised terms of reference reflect the current regulatory environment whilst continuing to enable the Board to actively manage the commercial investment portfolio and the associated risks.

5.2 **Legal Issues (Monitoring Officer)**

- 5.2.1 The Group Head of Democracy and Governance comments that amending the Terms of Reference will better reflect government guidance.

5.3 Equalities, Human Rights and Data Protection

5.3.1 Having had regard to the council's obligations under s149, it is considered there are no equalities implications.

5.4 Staffing

5.4.1 None

5.5 Accommodation

5.5.1 None

5.6 Community Safety/Crime and Disorder

5.6.1 None

5.7 Sustainability

5.7.1 None

Appendices

- Appendix A Property Investment Board current Terms of Reference
- Appendix B Property Investment Board revised Terms of Reference

Background papers

No papers were used in the preparation of this report.

PROPERTY INVESTMENT BOARD

TERMS OF REFERENCE

Membership

The PIB is to be chaired by the Property Portfolio Holder who will undertake formal decisions in accordance with the Council's delegation scheme for executive functions (for example including advanced notice in the Forward Plan and scrutiny/call in procedures. Members will also be able to review progress through the Major Projects Board). The PIB will be advised by external investment/technical expertise. In attendance will also be the Portfolio Holder for Resources, the Head of Regeneration & Development, the Section Head for Property, the Head of Democracy & Governance, the Director of Finance (or her representative) and the Managing Director.

It is proposed initially that LSH will attend as the external party for the council providing private sector expertise. LSH are well placed having reviewed the council's investment and occupational assets. This has been discussed with LSH and if progressed they would assign one of their directors to the PIB so that there is continuity and would call upon specific expertise as required depending on the projects and opportunities to be discussed. It is estimated that a cost of £12,500 pa is set aside to cover LSH servicing costs of the PIB which is based on reviewing papers, attendance at quarterly meetings and general ad hoc advice. This is based on the rates set out in their tender return from the Government's GPS panel relating to work they undertook on the Property Review. It is proposed that the initial appointment be for a period of 3 years.

10 Should LSH carry out any additional work outside the above scope such as disposals, acquisitions, building surveying or lease advisory work discounts to their standard fees would apply. Should any additional work of this nature be required by LSH or other consultants this would be looked at in the context of that specific project and form part of the approval process of those individual projects or tasks.

3.11 The issue of continued day to day management including rent collection could be incorporated into LSH role however with the proposed change in the Investment Portfolio and it becoming less management intensive it is thought that in the long term this can be managed in house in the medium term.

3.12 **Role**

The role of the PIB is to focus on the Council's Investment Portfolio (page 32 LSH report refers) in order to:

- a. develop an overall Investment Portfolio Management Strategy
- b. fully appraise the Investment Portfolio to build on the strengths of the existing Portfolio and tackle the weaknesses (LSH report page 30 refers);
- c. determine the risk appetite for diversifying investment and maximising

- investment returns
- d. set a target for growth investment revenue returns and take the necessary action to achieve the target
 - e. review business cases for disposals, authorising disposal and disposal methodology, and enabling a rebalancing of uses away from a reliance on retail
 - f. determine the corresponding Property financial strategy such as policy on rent reviews, yields, capital values and the cost of holding assets
 - g. authorise the acquisition of land interests, assets and make investment decisions taking account of the overall Investment Portfolio Management Strategy
 - h. agree a reinvestment programme, determining the level of recycling of receipts into investment yielding assets or to support the Council's capital or revenue programme
 - i. to manage risk through recommending holding a mixture of assets (pages 37 – 39 LSH report refers and LSH report Appendix 4, private agenda)
 - j. to make decisions on development portfolio, operational portfolio and community assets business cases referred to it.

Property Investment Board Terms of Reference

Membership

Property Investment Board (PIB) will be chaired by the Portfolio Holder for Property who will undertake formal decisions in accordance with Council's scheme of delegation for executive functions. PIB will be advised by external investment/technical expertise. PIB will also be attended by the Elected Mayor and any other members of Cabinet he decides to appoint. PIB will also receive support from officers including senior officers from the property team, the chief finance officer or her nominated substitute and a legal officer.

Role

- a. To develop and oversee the Investment Portfolio Management Strategy.
- b. To fully appraise the Investment Portfolio, to build on its strengths and tackle the weaknesses.
- c. Have regard to the risks associated with the Investment Portfolio and take action to ameliorate those risks as necessary.
- d. Maximise as far as possible investment revenue.
- e. Review business cases for disposals, authorising disposal and disposal methodology.
- f. Determine the corresponding property financial strategy such as policy on rent reviews, yields, capital values and the cost of holding assets.
- g. Make decisions regarding acquisitions or disposals having regard to Government guidance and having regard to the overall objectives of the management of the Investment Portfolio.
- h. To manage risk through the holding of a mixture of assets.
- i. To make decisions on the development portfolio, operational portfolio and community portfolio where the latter two are deemed to be surplus to requirements based on business cases referred to it.

Agenda Item 8

Part A

Report to: Cabinet

Date of meeting: Monday, 4 March 2024

Report author: Group Head of Democracy and Governance

Title: West Herts Crematorium Joint Committee

1.0 Summary

- 1.1 Cabinet on 11 July 2022 received a report informing members of the intention to amend the West Herts Crematorium Joint Committee Agreement to create a lead authority model, with Three Rivers District Council as the Lead Authority.
- 1.2 Cabinet agreed to the change to the lead authority model and delegated to the Group Head of Democracy and Governance working with the Monitoring Officers of the other 4 partner councils to develop all necessary legal agreements to facilitate the change subject to final approval of the Joint Committee and the constituent councils.
- 1.3 Since then work has progressed with the assistance of Anthony Collins Solicitors to draft a new Joint Committee Agreement and also a completely new Services Agreement setting out the obligations of the Lead Authority.
- 1.4 The Joint Committee received a report on 29 January setting out the terms of the new Joint Committee and Services Agreement and agreed to the adoption of the new Joint Committee and Services Agreements. Each of the constituent councils are being asked to formally approve these new arrangements and Cabinet is asked to approve the entering into of the Joint Committee and Services Agreements as set out in the appendix 2 and 3 to the report.

2.0 Risks

2.1

Nature of risk	Consequence	Suggested Control Measures	Response (treat, tolerate, terminate or transfer)	Risk Rating (combination of severity and likelihood)
One of the councils does not approve	The existing provisions prevail and there is no lead authority.	All parties have been involved in discussions regarding the	treat	4

the new agreements		wording to the agreements and each of the chief executives signed off the final versions.		
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3.0 Recommendations

3.1 That the West Herts Crematorium Joint Committee Agreement and Services Agreement as set out in the appendix 2 and 3 be approved.

Further information:

Carol Chen
 carol.chen@watford.gov.uk
 Tel: 01923 278350

Report approved by: Donna Nolan, Chief Executive

4.0 Detailed proposal

4.1 In July 2022 Cabinet approved the council entering into a new West Herts Crematorium Joint Committee Agreement to create a lead authority model. Since that time the Monitoring Officers of the five participating councils have been working with Anthony Collins Solicitors to create the new agreements.

4.2 These have now been finalised and approved by the Chief Executives of all the councils and also by the Joint Committee on 29 January 2024. They now need all the participant councils to formally approve them. This is in progress.

4.3 Attached as appendix 1 is the report which went to the Joint Committee on 29 January with the agreements attached. The report sets out the main changes from the current agreement. There are now two agreements as a services agreement between the lead council and the other four was required to regulate the roles and responsibilities of the new lead authority.

4.4 Cabinet is asked to approve the agreements as set out in appendix 2 and 3.

5.0 Implications

5.1 Financial

5.1.1 The Chief Finance Officer comments that under the Lead Authority arrangement the partner authorities of the Joint Committee share equally in the financial benefits

and risks of the operation of the crematoria. This is the same as under the previous arrangement.

5.2 **Legal Issues** (Monitoring Officer)

5.2.1 The Group Head of Democracy and Governance comments that these new agreements regulate how the Lead Authority will operate under the Joint Committee.

5.3 **Equalities, Human Rights and Data Protection**

5.3.1 Having had regard to the council's obligations under s149, it is considered that there are no equalities implications in this report

5.4 **Staffing**

5.4.1 There are now 4 honorary officers to the Joint Committee, the clerk, treasurer, surveyor and officer to manage the crematorium manager. The treasurer and officer must be employees of the Lead Authority. The crematoria staff were formally transferred to Three Rivers on 1 April 2023.

5.5 **Accommodation**

5.5.1 The management of the crematoria is set out in the Services Agreement.

5.6 **Community Safety/Crime and Disorder**

5.6.1 No implications

5.7 **Sustainability**

5.7.1 No Implications

Appendices

- Appendix 1 report to Joint Committee 29 January 2024
- Appendix 2 Joint Committee Agreement
- Appendix 3 Agreement for Services.

Background papers

No papers were used in the preparation of this report.

Part A

Report to: *Other (please specify)*

If other: *West Herts Crematorium Joint Committee*

Date of meeting: *29 January 2024*

Report author: *Carol Chen Group Head Democracy and Governance*

Report sponsor: *Donna Nolan Honorary Clerk*

Portfolio holder:

Report title: *Joint Committee Agreement*

Nature of report: *Information and noting*

1.0 Executive Summary

- 1.1 Attached as Appendix 1 is the final version of the proposed new Joint Committee Agreement.
- 1.2 This Agreement formalises the adoption of a lead authority model for the operation of the Joint Committee following the completion of the second crematorium at Hemel Hempstead.
- 1.3 This Agreement sets out the roles and responsibilities of the Committee, the various Honorary Officers and the lead authority. It also sets out the initial service standards for the operation of both crematoria.
- 1.4 Also attached as Appendix 2 is detailed agreement for services which will cover operational matters.

2.0 Recommendations

- 2.1 That the Joint Committee approve the Agreements set out in Appendix 1 and Appendix 2 for approval by each of the partner councils.

3.0 Report pathway

- 3.1 Next review body: *Other (Please specify):* each of the respective councils
 - 3.1.1 Indicative date:
- 3.2 Final review body: *Not applicable*
 - 3.2.1 Indicative date:

Contact Officer:

For further info contact: Carol Chen Group Head of Democracy and Governance

Email: carol.chen@watford.gov.uk

Reviewed and signed off by: Donna Nolan

4.0 Detailed proposal

- 4.1 As the Committee will remember it received a report in June 2022 recommending that the operation of the Joint Committee move to a lead authority model, whereby one of the partner authorities took on responsibility for the day to day operation of the crematoria and also employed the staff directly. This proposal was approved and subsequently each of the partner councils also approved that approach.
- 4.2 Since then, the partners have been working on the preparation of a new Joint Committee Agreement to reflect this model. After extensive discussions agreement has been reached and attached at Appendix 1 is the proposed Joint Committee Agreement. Also appended is a summary of the main provisions provided by the external solicitors working on the agreement on behalf of the Joint Committee.
- 4.3 This is a high-level document that sets out the roles and responsibilities of the Committee, the roles of the honorary officers and the relationship between the partner authorities and the lead authority. A change from the current Joint Committee agreement is the addition of an honorary officer to manage the crematoria manager and have oversight of the day to day operation, including preparing policies and monitoring performance.
- 4.4 In addition, schedules 1 and 2 set out the initial service standards for the Hemel and Garston Crematoria.
- 4.5 It deals with potential termination provisions and the potential of a change in the lead authority. Of note is no withdrawal is allowed by any partner for 5 years from the date of the Agreement. It also makes provision to ensure that any future termination has regard to the loan and indemnity agreements the partners entered into with Dacorum to assist the Joint Committee to build the Hemel Crematorium.
- 4.6 Attached at Appendix 2 is a separate agreement for services for the management and day to day operations of the two crematoria between Three Rivers District Council as Lead Authority and the other member councils. The intention being that the partner authorities in whose areas the crematoria sit will still own the land but will, in those agreements allow the lead authority to operate and manage them on behalf of the Joint Committee. Also appended is a summary of the main provisions.
- 4.7 The lead authority will manage the budget set by the Joint Committee which will need to be approved in the preceding November for the next financial year and forwarded to the partner councils for approval and all payments related to the crematoria will be met from this budget. The Joint Committee will make any determination on whether there is any surplus annually and if there is it will be split equally between the partner authorities. The partner authorities will also underwrite equally any deficits.
- 4.8 It has been agreed between all the partner authorities that both Dacorum Borough Council and Three Rivers District Council in whose area the 2

crematoria sit and who retain ownership of the respective sites will each get a hosting fee. It has been confirmed that Business Rates are payable on both sites.

- 4.9 The services agreement also requires the Lead Authority to devise service monitoring provisions during the first 12 months of the Agreement’s operation for approval by the Joint Committee. The current service standards for the Garston and Hemel Crematoria are set out in schedules 2 and 4.
- 4.10 There are specific arrangements regarding the relationship management between the operation of the crematorium at Hemel and the next-door cemetery, with an escalation procedure if disagreements cannot be resolved on the ground. Schedule 3 also sets out the property services arrangements for the Hemel Crematorium and repair and maintenance responsibilities vis a vis the cemetery.
- 4.11 The Joint Committee is asked to approve the Joint Committee agreement attached at Appendix 1 and the Services Agreement at Appendix 2 for recommending on to the partner authorities for signature and completion.

5.0 Implications

5.1 Financial

- 5.1.1 Each of the partner authorities have to agree the proposed budget set on behalf of the Joint Committee.

5.2 Legal issues (Monitoring Officer)

- 5.2.1 The Group Head of Democracy and Governance comments that the move to a lead authority model has already been approved by each of the partner authorities. This agreement sets out the details of how the partners and the Joint Committee will operate. There is also a detailed services agreements setting out the responsibilities of the Lead Authority. Each partner authority will need to agree to the entering into of these agreements.

5.3 Risks

Nature of risk	Consequence	Suggested control measure	Response (treat, tolerate, terminate, transfer)	Risk rating (combination of severity and likelihood)
One or more of the	The partners have to rely on	Each party has had the	Treat	2

partners does not sign the agreements	the existing memorandum of understanding	opportunity to contribute comments to the draft before it was finalised		
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5.4 Equalities, Human Rights and Data Protection

5.4.1 Equalities

Having had regard to the council's obligations under s149, it is considered that there are no equalities implications in this report.

5.5 Sustainability

5.5.1 There are no implications

5.6 People Implications

5.6.1 The employees currently working at the crematoria have now been employed by Three Rivers District Council.

5.7 Community Safety/Crime and Disorder

5.7.1 No implications

5.8 Property

5.8.1 The management and day to day responsibilities for the crematoria will be covered in the agreement for services.

6.0 Appendices

6.1 Appendix 1 Joint Committee Agreement.

6.2 Appendix 2 Services Agreement

6.3 Appendix 3 Summary of Joint Committee Agreement

6.4 Appendix 4 Summary of Services Agreement

7.0 Background papers

No papers were used in the preparation of this report.

Dated

2024

WATFORD BOROUGH COUNCIL

and

THREE RIVERS DISTRICT COUNCIL

and

ST ALBANS CITY AND DISTRICT COUNCIL

and

HERTSMERE BOROUGH COUNCIL

and

DACORUM BOROUGH COUNCIL

JOINT COMMITTEE

AGREEMENT

**relating to the discharge of their functions and responsibilities in respect of
crematoria pursuant to section 214 of the Local Government Act 1972**

Anthony Collins Solicitors LLP
34 Edmund Street
Birmingham, B3 2 ES
Ref. CW/MM/0051898.0001

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Schedule 1 Hemel Hempstead Crematorium Service Standards

Schedule 2 West Herts Crematorium Service Standards

Schedule 3 Approved Joint Committee Budget for Financial Year 2023/2024

THIS AGREEMENT is made the

day of

2024

BETWEEN

- (1) **WATFORD BOROUGH COUNCIL** of Town Hall, Watford, WD17 3EX
- (2) **THREE RIVERS DISTRICT COUNCIL** of Three Rivers House, Northway, Rickmansworth. WD3 1RL
- (3) **ST ALBANS CITY AND DISTRICT COUNCIL** of Civic Centre, St. Peter's Street, St Albans, AL1 3JE
- (4) **HERTSMERE BOROUGH COUNCIL** of Elstree Way, Borehamwood, Hertfordshire, WD6 1WA
- (5) **DACORUM BOROUGH COUNCIL** of The Forum, Marlowes, Hemel Hempstead, Hertfordshire, HP1 1DN

WHEREAS

- (A) The former West Herts Crematorium Joint Committee established by the predecessor councils to Watford Borough Council, Three Rivers District Council, St. Albans City and District Council, Hertsmere Borough Council and Dacorum Borough Council, pursuant to an agreement of 21 December 1973, was dissolved on or about 1 April 1974. Thereafter the Councils established a new West Herts Crematorium Joint Committee pursuant to their powers under the Local Government Act 1972 and the agreement of 21 December 1973 which was amended on 29 June 1994. The Joint Committee was dissolved on the 1 June 2001 pursuant to the Local Government Act 2000.
- (B) For the purpose of discharging their crematoria functions under s214 of the Local Government Act 1972, a new joint committee named the West Herts Crematorium Joint Committee (the Joint Committee) was established by the Councils under the terms of a Memorandum of Agreement dated 1 November 2001, (as amended on 24 June 2002), pursuant to their powers under the Local Government Act 1972, the Local Government Act 2000, the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 and any other enabling legislation.
- (C) The Councils have reviewed the arrangements for the discharge of their crematoria functions and the provision of crematoria services, the Joint Committee and the Memorandum of Agreement. The Councils have agreed that the ongoing discharge of their crematoria functions and the provision of crematoria services requires one of them to take a lead role and to act as a 'lead authority' for the purpose of crematoria service provision.
- (D) The Councils have further agreed that Three Rivers District Council shall be the Lead Authority and shall provide the crematoria services to the Councils in accordance with this

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Agreement, the Agreement for Crematoria Services agreed between the Councils, any Relevant Agreement and the service standards set out at schedule 1 and schedule 2 or as may otherwise be agreed by the Lead Authority and the Councils from time to time.

- (E) Pursuant to their powers under the Local Government Act 1972, the Local Government Act 2000, the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 and any other enabling legislation, the Councils have entered into this Agreement, which shall replace the Memorandum of Agreement and shall bring into effect the Joint Committee and lead authority arrangement through which the Councils will discharge their crematoria functions under section 214 of the Local Government Act 1972, and which will regulate the arrangement of the Joint Committee, its discharge of the crematoria functions and the relationship between the Joint Committee, the Councils and the Lead Authority.
- (F) The Councils remain committed to the principles of partnership working and sound investment in the future so as to ensure that added value can be demonstrated in terms of expertise, innovation and investment in the discharge of their functions and the delivery of their services.
- (G) The Councils note and commend the provision of the crematoria services pursuant to the Joint Committee's discharge of the function has to date required no revenue funding from the Councils and that this model will continue under the Lead Authority arrangement.
- (H) The Councils have agreed that under the lead authority arrangement, the Lead Authority shall provide the crematoria services pursuant to their powers under the Local Authorities (Goods and Services) Act 1970 on a cost recovery basis and will not seek to generate a profit from its charges to the Councils.

THIS DEED WITNESSES:

1 INTERPRETATION

1.1 In this Agreement:

"Agreement for Services"	means the Agreement for Crematoria Services between the Lead Authority and the Councils;
"Arbitrator / Expert"	means the person appointed under clause 37 (<i>Dispute Resolution</i>)
"Business Rates"	means the national non-domestic rates payable in respect of the Crematoria pursuant to the Local Government and Finance Act 1988 (as amended);

“Chair”	means the JC Member elected as Chair of the Joint Committee under clause 6 (<i>Chair and Vice-Chair</i>);
“Clerk”	means the Clerk of the Joint Committee appointed under clause 9 (<i>Clerk</i>);
“Commencement Date”	means the date upon which this Agreement is executed.
“Confidential Information”	means information which is disclosed by a Council or its staff in connection with this Agreement which is expressed to be confidential or which Council ought reasonably to regard as being confidential to the disclosing Council whether or not such information is expressly stated to be confidential or marked as such;
“Councils”	means Watford Borough Council, Three Rivers District Council, St. Albans City and District Council, Hertsmere Borough Council and Dacorum Borough Council and “Council” shall be construed accordingly as the context dictates;
“CPI”	means the Consumer Prices Index (all items) United Kingdom produced by the Office of National Statistics (or any successor index specified in accordance with clause 20.3);
“Crematoria”	means the Hemel Hempstead Crematorium and the West Herts Crematorium collectively;
“Data Protection Law”	means all law relating to privacy and the processing of personal data, or any replacement EU or UK data protection or related privacy law in force in England and Wales, including all applicable guidance and codes of practice issued by the Information Commissioner’s Office;
“Deed”	means the Deed of Contribution and Indemnity entered into by the Councils in relation to the development costs of the new crematorium;
“Financial Year”	means each year ending on 31 st March;

“Functions”	means the crematoria functions of the Councils under section 214 of the Local Government Act 1972 discharged by the Joint Committee pursuant to this Agreement;
“Hemel Hempstead Crematorium”	means the land and buildings constructed thereon situated at Bunkers Farm, Bedmond Road, Hemel Hempstead, Hertfordshire, HP3 8LL shown edged red on the plan annexed to schedule 2 of the Agreement for Services but excluding the Balancing Pond;
“Honorary Officer”	means the Officer of the Lead Authority appointed as the Honorary Officer to the Joint Committee under clause 12 (<i>Honorary Officer</i>);
“Hosting Fee”	means the fee payable to each of Dacorum Borough Council and Three Rivers District Council under clause 20 [<i>Crematoria Hosting Fee</i>];
“Inflation”	means the percentage change in the CPI over the 12 months to September immediately preceding the Inflation Adjustment Date on which Inflation is to be applied subject a maximum of plus 4% (four percent);
“Inflation Adjustment Date”	means 1 April 2025 and each anniversary of that date;
“Joint Committee”	means the committee appointed by the Councils under Section 102(1)(b) of the Local Government Act 1972 pursuant to a Memorandum of Agreement dated 1 November 2001 (the West Herts Crematorium Joint Committee);
“Joint Committee Agreement”	means the West Herts Crematorium Joint Committee Agreement;
“JC Meeting”	has the meaning given in clause 7.1 (<i>Meetings of the Joint Committee</i>);
“JC Members”	means the elected councillors or an elected mayor appointed to the Joint Committee under clause 5 (<i>Joint Committee Members</i>) of this

“Law”	<p>Agreement;</p> <p>means any and all of the following:</p> <ul style="list-style-type: none"> • any Act of Parliament or legislation; • any subordinate legislation (as defined in section 21(1) of the Interpretation Act 1978); • any exercise of the royal prerogative; • any retained or assimilated European Union law in force in England and Wales; • the EU/UK Trade and Co-operation Agreement (so far as directly applicable under the European Union (Future Relationship) Act 2020); • any applicable judgement of a relevant court of law which is a binding precedent in England; and • any determination, direction, statutory guidance or Code of Practice having the force of law;
“Lead Authority	<p>means the Council providing the Services to the other Councils (for the time being, Three Rivers District Council);</p>
“Loan Agreement”	<p>means the Loan Facility Agreement entered into by the Councils in relation to the development costs of the new crematorium;</p>
“Loan Agreement Event of Default”	<p>means an Event of Default as defined and applicable under the terms of the Loan Agreement on the termination of, or the withdrawal of a Council from, this Joint Committee Agreement;</p>
“Member”	<p>means an elected councillor or the elected mayor of a Council;</p>
“Monitoring Officer”	<p>means the officer designated by a local authority as the person responsible for the proper and lawful administration of its affairs as required by section 5 of the Local Government and Housing</p>

	Act 1989;
“month”	means calendar month
“Officer”	means an employee of a Council;
“Relevant Agreement”	means any agreement, lease, licence or the like additional to the Agreement for Services as may be required for or in connection the provision of the Services by the Lead Authority;
“Services”	means the crematoria services provided by the Lead Authority;
“Surveyor”	means the Surveyor of the Joint Committee appointed under clause 11 (<i>Surveyor</i>);
“Termination Date”	means the last day of the Termination Period upon which date this Agreement shall terminate;
“Termination Period”	means a period of not less than 12 (twelve) months following the service of a notice under clause 29 (<i>Termination</i>);
“the 2000 Regulations”	means the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000;
“the 2012 Regulations”	means the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012;
“Treasurer”	means the Treasurer of the Joint Committee appointed under clause 10 (<i>Treasurer</i>);
“TUPE Regulations”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended)
“Vice-Chair”	means the JC Member elected as Vice-Chair of the Joint Committee under clause 6 (<i>Chair and Vice-Chair</i>)
“West Herts Crematorium”	means the crematorium situated at High Elms Lane, Garston Watford, Hertfordshire, WD25 0JS edged red on the plan annexed to schedule 4 of the Agreement for Services;
“Withdrawal Period”	means a period of not less than 12 (twelve

months) following the service of a notice under clause 31 (*Withdrawal*));

“Working Days”

means the days on which banks are open for normal banking business in the City of London (excluding Saturdays);

1.2 In this Agreement (unless the context requires otherwise):

- 1.2.1 the terms and expressions set out above shall have the meanings ascribed therein;
- 1.2.2 references to clauses, schedules and paragraphs are to clauses, schedules and paragraphs of this Agreement. Any reference to a sub-clause or sub-paragraph is to the relevant sub-clause or sub-paragraph of the clause or paragraph or schedule in which it appears;
- 1.2.3 reference to a clause is a reference to the whole clause unless stated otherwise;
- 1.2.4 the contents page and headings are included for ease of reference only and shall not affect its construction or interpretation;
- 1.2.5 the masculine includes the feminine and neuter and where the context so admits the singular includes the plural and vice versa;
- 1.2.5 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and all regulations, determinations, directions and statutory guidance made or given under it. As between the Councils, no such amendment or modification is to apply to this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights, of any Council;
- 1.2.6 **“consent”** or **“approval”** means the prior written consent of the consenting or approving party;
- 1.2.7 the terms **“including”** and **“in particular”** are illustrative only and are not intended to limit the meaning of the words which precede them;
- 1.2.8 **“persons”** includes natural persons, firms, partnerships, companies, industrial and provident societies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality); and
- 1.2.9 a reference to **“writing”** or **“written”** includes suitable electronic form and **“electronic form”** means the representation of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.3 The Schedules are part of this Agreement and are to have effect as if set out in full in the body of this Agreement. References to this Agreement include the Schedules.

2 THE JOINT COMMITTEE

- 2.1 In exercise of their powers under the Local Government Act 1972, the Local Government Act 2000, the 2000 Regulations and any other enabling legislation, the Councils established the Joint Committee under the terms of a Memorandum of Agreement dated 1 November 2001 (as amended on 24 June 2002).
- 2.2 In exercise of their powers under Local Government Act 1972, the Local Government Act 2000, the 2012 Regulations and any other enabling legislation the Councils have agreed that this Agreement shall replace the Memorandum of Agreement and from the Commencement Date it shall give effect to the Joint Committee and Lead Authority arrangements through which the Councils will discharge their crematoria functions under section 214 of the Local Government Act 1972, (hereafter Functions) and shall regulate the discharge of Functions by the Joint Committee and the relationship between the Joint Committee and the Councils and the Lead Authority.
- 2.3 Each Council warrants that it shall not do or omit to do or permit to be done anything which prevents or inhibits or seeks to prevent or inhibit the Joint Committee from discharging the Functions.
- 2.4 As members of the Joint Committee the Councils shall at all times co-operate with each other and shall work within the spirit of openness, honesty, trust and with a friendly approach and respect of each other.

3 THE LEAD AUTHORITY

- 3.1 Without prejudice to the Agreement for Services until otherwise agreed by the Councils the Services shall be provided by a lead authority at all times.
- 3.2 The Services shall be provided to the Councils by the Lead Authority pursuant to this Agreement, the Agreement for Services as agreed by the Councils, any Relevant Agreement and the service standards set out at schedule 1 and schedule 2 or as otherwise agreed between the Lead Authority and the Councils from time to time and provided for in the Agreement for Services.
- 3.3 Without prejudice to the Agreement for Services or the generality of this Agreement where a notice is served in accordance with this Agreement or the Agreement for Services pursuant to which the Lead Authority shall cease fulfilling the role of lead authority the Agreement for Services shall be deemed to be concurrently terminated and the Councils shall agree which one of them shall be the "successor lead authority" and shall fulfil the role of lead authority from the date upon which the Lead Authority ceases doing so and clauses 30.4 to 30.8 (*Provisions on Withdrawal*) shall otherwise apply as if the Lead Authority was withdrawing from this Agreement.
- 3.4 The successor lead authority shall provide the Services pursuant to an agreement for services agreed by the Councils and such other agreements as may be required which

shall commence on the last day of the Withdrawal Period and thereupon the successor lead authority commencing in the role of lead authority.

4 COMMENCEMENT, DURATION AND STATUS

- 4.1 This Agreement shall commence on the Commencement Date and shall continue in force from time to time **PROVIDED THAT:**
- 4.1.1 it may be terminated in accordance with clause 29 (*Termination*) and clause 30 (*Provisions on Termination*); and,
- 4.1.2 a Council may withdraw from this Agreement in accordance with clause 31 (*Withdrawal*) and clause 32 (*Provisions on Withdrawal*).
- 4.2 Where any inconsistency or conflict arises between any of the provisions of this Agreement and the Agreement for Services the provisions of this Agreement shall prevail provided that this Agreement is in force at the time any such inconsistency or conflict arises.

5 JOINT COMMITTEE MEMBERS

- 5.1 In accordance with its appointment process each Council shall appoint one Member as a member of the Joint Committee (a JC Member) who shall have full voting rights.
- 5.2 In accordance with its appointment process each Council may nominate one or more substitute JC Members who shall have full voting rights.
- 5.3 Each JC Member shall remain in office for the period of this Agreement unless they resign or are removed by their appointing Council.
- 5.4 Each Council may change or replace its JC Member or substitute JC Member at any time by giving the Joint Committee and the other Councils written notice of any change within 5 (five) Working Days of it occurring.
- 5.5 A JC Member shall immediately cease to be a JC Member should they cease to be a Member of their appointing Council.
- 5.6 JC Members shall comply with their appointing Council's code of conduct for members. Complaints against the conduct of a JC Member shall be reported to their appointing Council and managed in accordance with that Council's arrangements for dealing with member code of conduct complaints.
- 5.7 The proceedings of the Joint Committee shall not be invalidated by any vacancy among the JC Members nor by any defect in the appointment or qualification of any JC Member.

6 CHAIR AND VICE-CHAIR

- 6.1 The Joint Committee shall have a Chair and a Vice-Chair who shall be appointed at the June meeting of the Joint Committee each year except where Clause 6.2 applies.

- 6.2 At the first meeting of the Joint Committee after the commencement of this Agreement the Joint Committee will appoint a Chair and Vice Chair.
- 6.3 The Chair and Vice-Chair shall remain in office:
- 6.3.1 until the first June meeting of the Joint Committee to be held after 12 (twelve) months have elapsed since the meeting of their appointment; or
 - 6.3.2 they cease to be a JC Member; or
 - 6.3.3 or in accordance with clause 6.4 or clause 6.5.
- 6.4 The Chair and / or Vice-Chair may resign from their positions at any time (without necessarily resigning as JC Members at the same time).
- 6.5 The Chair and / or Vice-Chair may be removed during their term of office only at a JC Meeting with a majority of the total number of JC Members at the time in favour of the removal. The Chair and / or the Vice-Chair must be given an opportunity to say why they should not be removed.
- 6.6 If the Chair and / or Vice-Chair resign or is removed from their term of office under clauses 6.4 or 6.5 respectively, the Joint Committee will appoint a new Chair and or Vice-Chair for the remainder of the previous Chair's and / or Vice-Chair's term of office from among the JC Members.
- 6.7 The Chair is to chair all JC Meetings at which they are present unless they are unable to do so.
- 6.8 If the Chair is not present within 5 (five) minutes after the starting time of a JC Meeting or if the Chair unable to chair a JC Meeting then the Vice-Chair must chair that JC Meeting unless they are unable to do so.
- 6.9 If both the Chair and the Vice-Chair are not present within 5 (five) minutes after the start time of a JC Meeting or both are unable to chair the JC Meeting then the Joint Committee must nominate 1 (one) of the JC Members present to chair the JC Meeting.
- 6.10 The responsibilities of the Chair are to:
- 6.10.1 act as an ambassador for the Joint Committee and to represent the views of the Joint Committee to the Councils, the Lead Authority, other organisations and the general public;
 - 6.10.2 ensure that JC Meetings are conducted efficiently;
 - 6.10.3 give all JC Members an opportunity to express their views;
 - 6.10.4 establish a constructive working relationship with, and to provide support to, the Lead Authority and the Councils;
 - 6.10.5 encourage the Joint Committee to delegate sufficient authority as may be required to enable the Joint Committee to carry out its business effectively between JC Meetings; and

6.10.6 ensure that the Joint Committee monitors the use of any delegated powers.

6.11 The role of the Vice-Chair is to deputise for the Chair during any period of the Chair's absence and for that period their functions shall be the same as those of the Chair.

6.12 Except to the extent that this Agreement provides otherwise neither the Chair nor the Vice-Chair has any authority beyond that of any other JC Member.

7 MEETINGS OF THE JOINT COMMITTEE

7.1 The Joint Committee shall meet not less than every 2 (two) months for the first 12 (twelve) months from the Commencement Date and thereafter quarterly or as may otherwise be agreed with the Councils **PROVIDED THAT** there is sufficient business to necessitate each meeting and the frequency of the meetings is reviewed and agreed by the Joint Committee and the Councils on an annual basis or as may otherwise be required.

7.2 A meeting of the Joint Committee may be cancelled by the Chair of the Joint Committee **PROVIDED THAT** a meeting shall not be cancelled subsequent to the publication of that meeting's agenda. Where a meeting of the Joint Committee is not quorate clause 7.8 shall apply.

7.3 Meetings of the Joint Committee ("JC Meeting") shall be held at an appropriate location as determined by the Chair.

7.4 Notice of a JC Meeting must be given to all JC Members and published in accordance with relevant procedure rules of the Lead Authority.

7.5 JC Meetings additional to those set out in 7.1 shall be called by the Clerk of the Joint Committee providing 5 (five) clear Working Days' notice.

7.6 No business may be transacted at a JC Meeting unless a quorum is present.

7.7 The quorum for a JC Meeting shall be 3 (three) JC Members present.

7.8 If a quorum is not present within 10 (ten) minutes after the start time of the JC Meeting or a quorum ceases to be present during a JC Meeting it must be adjourned to such time and place as the Chair decides.

7.9 Without prejudice to the above meetings of the Joint Committee shall be conducted in accordance with relevant procedure rules of the Lead Authority.

7.10 JC Meetings shall be open to the public and the press in accordance with the relevant procedure rules of the Lead Authority.

7.11 Where the relevant procedure rules of the Lead Authority conflict with the terms of this Agreement this Agreement shall prevail.

8 DECISION MAKING

8.1 Subject to the provisions of any enactment questions coming before the Joint Committee shall be decided by a simple majority of the JC Members present voting thereon.

8.2 In the case of an equality of votes the Chair shall have second or casting vote. There shall be no restriction on how the Chair chooses to exercise a second or casting vote.

9 CLERK

9.1 The Joint Committee shall agree an appropriately skilled and experienced named Officer of one of the Councils (other than the Lead Authority) to be the honorary Clerk to the Joint Committee.

9.2 The Clerk shall report directly to the Joint Committee.

9.3 The Clerk shall act as an advisor to the Joint Committee, circulate the agenda for JC Meetings, provide secretarial support to the Joint Committee and shall attend and take minutes of all JC Meetings, record decisions made by the Joint Committee and within 5 (five) Working Days of a JC Meeting shall provide copies of the minutes to all of the JC Members.

9.4 The Clerk shall ensure that a work programme for the Joint Committee is reviewed at each meeting of the Joint Committee.

9.5 Not less than 5 (five) Working Days before the publication of a JC Meeting agenda the Clerk shall circulate the agenda, reports, background papers and Joint Committee work programme to the named Officer appointed by each of the Councils to the "Officer Report Briefing Group" pursuant to clause 13.1.

9.6 The Clerk shall remain an employee of their employing Council and their employment shall not transfer to the Joint Committee or the Lead Authority under the TUPE Regulations.

9.7 The Clerk's salary, expenses and any costs incurred by their employing Council in the facilitation of the role shall be paid by the Joint Committee.

9.8 The Clerk's term of office shall continue from year to year unless:

9.8.1 their duties as Clerk are terminated by their employing Council;

9.8.2 they resign from their employing Council; or

9.8.3 they are removed from office by the Joint Committee.

10 TREASURER

10.1 The Joint Committee shall agree an appropriately skilled and experienced named Officer of the Lead Authority to be the honorary Treasurer to the Joint Committee.

10.2 The Treasurer shall report directly to the Joint Committee.

10.3 The Treasurer shall act as an advisor to the Joint Committee and shall be responsible for the financial affairs of the Joint Committee including without limitation the preparation of the Joint Committee's accounts and financial documents.

10.4 The Treasurer shall meet with the Chief Finance Officers of each Council as required and in any event during June each year for the purpose of reviewing the Joint Committee budget

for the given Financial Year, and pursuant to clause 24 (*Joint Committee Budget*), consider the budget for the following Financial Year and any budget surplus which may be returned to the Councils.

- 10.5 The Treasurer shall remain an employee of the Lead Authority and their employment shall not transfer to the Joint Committee or the Lead Authority under the TUPE Regulations.
- 10.6 The Treasurer's salary, expenses and any costs incurred by the Lead Authority in the facilitation of the role shall be paid by the Joint Committee. The Treasurer's term of office shall continue from year to year unless:
 - 10.6.1 their duties as Treasurer are terminated by their employing Council;
 - 10.6.2 they resign from their employing Council; or
 - 10.6.3 they are removed from office by the Joint Committee.

11 SURVEYOR

- 11.1 The Joint Committee shall agree an appropriately skilled and experienced named Officer of one the Councils (other than the Lead Authority) to be the honorary Surveyor to the Joint Committee.
- 11.2 The Surveyor shall report directly to the Joint Committee.
- 11.3 The Surveyor shall act as an advisor to the Joint Committee shall be responsible for:
 - 11.3.1 advising the Joint Committee on all matters relating to the crematoria premises, attending Joint Committee Meetings and preparing reports;
 - 11.3.2 leading on landlord and tenant matters relating to the crematoria premises;
 - 11.3.3 leading on maintenance, repair and improvement works relating to the crematoria premises, including commissioning works and contracts for servicing and maintenance and monitoring outcomes;
 - 11.3.4 leading on statutory compliance requirements in the workplace for the crematoria staff;
 - 11.3.5 commissioning external expert and advisory reports relating to the crematoria premises as may be required;
 - 11.3.6 liaising with the crematorium manager;
 - 11.3.7 liaising with the Lead Authority and the Councils on the Joint Committee budgets;
 - 11.3.8 undertaking periodic reviews of insurance reinstatement costs and commissioning valuations as may be required;
 - 11.3.9 undertaking period reviews of utilities provisions and contracts.
- 11.4 The Surveyor shall remain an employee of their employing Council and their employment shall not transfer to the Joint Committee or the Lead Authority under TUPE.

11.5 The Surveyor's salary, expenses and any costs incurred by their employing Council in the facilitation of the role shall be paid by the Joint Committee. The Surveyor's term of office shall continue from year to year unless:

11.5.1 their duties as Surveyor are terminated by their employing Council;

11.5.2 they resign from their employing Council; or

11.5.3 they are removed from office by the Joint Committee.

12 HONORARY OFFICER

12.1 The Officer of the Lead Authority responsible overseeing the operational delivery of the Services shall be appointed as the Honorary Officer to the Joint Committee.

12.2 The Honorary Officer shall report directly to the Joint Committee for the purpose.

12.3 The Honorary Officer shall act as an advisor to the Joint Committee and as an Officer of the Lead Authority shall be responsible for the overview of the provision of the Services pursuant to this Agreement and the Agreement for Services, and for developing the operational policies, service standards and a performance monitoring framework for the Services and performing such other duties as may be agreed with the Lead Authority.

12.4 The Honorary Officer's salary, expenses and any costs incurred by the Lead Authority in the facilitation of the role shall be paid by the Joint Committee.

12.5 The costs to the Lead Authority of an Officer assuming responsibility for the day-to-day management of the crematorium manager and overseeing the operational provision of the Services shall be recharged to the Joint Committee budget.

12.6 The Honorary Officer's term of office shall continue from year to year unless:

12.6.1 their duties as Honorary Officer are terminated by their employing Council;

12.6.2 they resign from their employing Council; or

12.6.3 they are removed from office by the Joint Committee.

13 OFFICER REPORT BRIEFING GROUP AND SCRUTINY

13.1 Officer Report Briefing Group

13.1.1 to support and assist the governance of the Joint Committee and its discharge of the Functions under the lead authority arrangement, the Councils have agreed to form an Officer Report Briefing Group (the "ORBG") to provide an Officer of each Council with awareness and overview of the Joint Committee's business, and the ability to provide comments, support and advise their respective Council's JC Member if required;

13.1.2 each Council shall provide a named Officer to the ("ORBG");

13.1.3 the Councils may agree such arrangements as they consider appropriate to facilitate the operation of the ORBG **PROVIDED THAT** not less than 5 (five) Working Days before the publication of the agenda for a Joint Committee meeting the Clerk to the Joint Committee shall circulate to the named Officers of the ORBG for their consideration the Joint Committee work programme and the agenda, reports and background papers for the Joint Committee Meeting.

13.1.4 should an Officer of the ORBG wish to discuss the Joint Committee work programme, the agenda, reports or background papers, s/he may request that the Clerk to the Joint Committee to convene a meeting of the ORBG.

13.2 Scrutiny

13.2.1 notwithstanding and in addition to the provisions of clause 13.1 each Council shall apply its own overview and scrutiny arrangements or equivalent for the purpose of its overview and scrutiny of the Joint Committee.

14 LEGAL ADVICE AND MONITORING OFFICER

14.1 The Clerk shall submit requests for legal advice and/or monitoring officer support in respect of the Joint Committee to the Lead Authority or another of the Councils as may be agreed.

14.2 The cost of legal advice and/or monitoring officer support to the Joint Committee shall be charged by the Lead Authority or another Council (as the case may be) to the Joint Committee budget.

15 JOINT COMMITTEE ACCOMMODATION

15.1 Each Council shall make available upon request, at its principal offices, working space and associated facilities and services (including internet connection to facilitate remote access) as may be required to accommodate and enable the carrying on of the business of the Joint Committee

15.2 Each Council hereby grants a licence to the Joint Committee, the JC Members and support staff to allow entry to that Council's principal offices and other premises as may be required for the purpose of carrying on the business of the Joint Committee and to utilise such associated services and facilities as may be provided from time to time in accordance with this clause 15.

15.3 A Council may charge its reasonable costs in complying with this clause 15 to the Joint Committee budget on a cost recovery basis.

16 LEAD AUTHORITY ACCOMMODATION

16.1 Accommodation for the Lead Authority shall be provided pursuant to the Agreement for Services.

17 JOINT COMMITTEE ASSETS

- 17.1 The Councils shall agree from time to time and as required arrangements for the utilisation of any of their assets by the Joint Committee for the purpose of this Agreement.
- 17.2 Each Council shall retain its ownership or interest in any of its assets utilised for the purpose of this Agreement.
- 17.3 The Joint Committee and the Lead Authority shall agree such arrangements as may be necessary to transfer to the Lead Authority any assets owned by the Joint Committee for the purpose of this Agreement including without limitation as may be required in respect of the novation or re-procurement of any Relevant Agreement.

18 THE CREMATORIA

- 18.1 For the purpose of providing the Services the Lead Authority shall operate the Crematoria on behalf of the Joint Committee pursuant to the Agreement for Services.

19 CREMATORIA BUSINESS RATES AND OUTGOINGS

- 19.1 Without prejudice to the clause 18 above (*The Crematoria*), the generality of this Agreement or the Agreement for Services, the Lead Authority shall pay all existing and future rates, taxes, duties, assessments, charges and impositions, levies and outgoing whatsoever whether parliamentary, local or otherwise now and hereafter payable in law in respect of the Hemel Hempstead Crematorium and the West Herts Crematorium including for the avoidance of doubt and without limitation Business Rates.
- 19.2 Business Rates and outgoing paid by the Lead Authority in respect of the Crematoria shall be recharged to the Joint Committee budget.

20 CREMATORIA HOSTING FEE

- 20.1 Dacorum Borough Council and Three Rivers District Council shall each receive a Hosting Fee of £50,000.00 (fifty thousand pounds and zero pence) per Financial Year for the Joint Committee's use of the Hemel Hempstead Crematorium and the West Herts Crematorium respectively. Payment of the Hosting Fee shall be charged to the Joint Committee budget.
- 20.2 Payment of the Hosting Fee shall commence in the Financial Year 2026/2027 with payment of Hosting Fee arrears for the Financial Year 2024/2025 and 2025/2026 being paid over ten years between 2026 and 2036 in equal amounts. If the financial outturn of the Crematoria improves from the business case projections in any given year as a result of Business Rates being less than projected or any other factor which materially improves the business case projections, consideration shall be given by the Councils' s151 Officers and the Treasurer to early repayment of the Hosting Fee arrears who shall make appropriate recommendation to the Joint Committee for approval.
- 20.3 Except where clause 20.4 applies at each Inflation Adjustment Date, the Hosting Fee shall be adjusted by Inflation as defined with the maximum level in this Agreement. The resulting

adjusted Hosting Fee shall apply until the next Inflation Adjustment Date or the Termination Date (as applicable).

20.4 For the Financial Years 2024/2025 and 2025/2026 the Hosting Fee shall be adjusted by an increase of 1% in each year and shall thereafter revert to Inflation as defined.

20.5 If the CPI is discontinued Inflation is to be calculated by reference to such other index as the Joint Committee determines is the index it considers most closely replaces the CPI, with such adjustments as are appropriate to reflect the differences between that index and the CPI.

21 SUPPORT SERVICES

21.1 In addition to the services provided to the Joint Committee by the Clerk, Treasurer, Surveyor and Honorary Officer the Lead Authority shall provide to the Joint Committee such support services as may be required, the reasonable costs of which shall be charged by the Lead Authority to the Joint Committee budget on a cost recovery basis.

21.2 Where the Lead Authority is unable to provide the Joint Committee with the additional support services required the Joint Committee may agree such alternative arrangements as necessary.

22 TERMS OF REFERENCE OF THE JOINT COMMITTEE

22.1 The Joint Committee shall work in partnership with the Councils and the Lead Authority in respect of the discharge of the Functions and the delivery of the Services in accordance with this Agreement and the Agreement for Service and shall, without limitation:

22.1.1 exercise the functions of the Councils in respect of the discharge of the Functions pursuant to this Agreement and the delivery of the Services by the Lead Authority pursuant to the Agreement for Services;

22.1.2 agree and recommend for the Councils' approval the strategy for the discharge of the Functions and the provision of the Services

22.1.3 agree the responsibilities of the Councils in the discharge of the Functions and the delivery of the Services;

22.1.4 ensure the arrangements for the discharge of the Functions and the delivery of the Services satisfy the Councils' statutory duties;

22.1.5 ensure the discharge of the Functions and the delivery of the Services are within the budget agreed by the Joint Committee;

22.1.6 agree the operational policies prepared by the Lead Authority for the delivery of the Services;

22.1.7 ensure that an annual internal audit function is undertaken and its recommendations implemented;

- 22.1.8 agree and recommend for the Councils' approval a business case for any proposed changes to the arrangements for the discharge of the Functions and / or the Lead Authority's provision of the Services which would require additional financial contributions from the Councils;
- 22.1.9 consider all matters arising in relation to or in connection with the discharge of the Functions, the delivery of the Services or this Agreement;
- 22.1.10 subject to clause 37 (*Dispute Resolution*), to act in the first instance as the determiner of disputes or differences arising between the Councils in respect of the discharge of the Functions and / or the provision of the Services referred to the Joint Committee.

22.2 The Joint Committee's annual report and budget report shall include details as to the performance, finances, and proposed improvement for the discharge of the Functions and shall share such reports with the Councils.

23 OFFICERS

- 23.1 In addition to the Clerk, Treasurer, Surveyor and Honorary Officer providing services to the Joint Committee in accordance with clause 9, clause 10, clause 11 and clause 12 respectively, the Joint Committee and the Councils may arrange for the discharge of the Functions and / or the provision of the Services by Officers other than those employed by the Lead Authority.
- 23.2 Subject to clause 23.3, where a Council is providing an Officer for the purpose of clause 23.1 the Officer shall remain an employee of their Council and their employment shall not transfer to the Joint Committee or the Lead Authority under TUPE.
- 23.3 Clause 23.2 shall not apply to those employees whose employment has transferred to the Lead Authority under the TUPE Regulations pursuant to the Agreement for Services
- 23.4 A Council providing an Officer for the purpose of clause 23.1 shall charge its reasonable cost and expenses in doing so to the Joint Committee budget on a cost recovery basis.

24 JOINT COMMITTEE BUDGET

- 24.1 The Joint Committee budget shall be held and managed by the Lead Authority.
- 24.2 The Joint Committee budget for the Financial Year commencing 1 April [2023/2024] is set out at schedule 3.
- 24.3 For each subsequent Financial Year the Joint Committee budget and any request for revenue funds required shall be proposed by the Joint Committee by the 1st (first) November of the preceding Financial Year) and recommended to the Councils for their approval by the 1st (first) January of the following Financial Year.

- 24.4 Where the Lead Authority proposes any changes to the arrangements for the provision of the Services which will require a financial contribution or revenue funding from the Councils the Lead Authority shall prepare a business case for the agreement of the Joint Committee and its recommendation to the Councils for approval in accordance with time frame set out in clause 24.4 above.
- 24.5 The Councils shall underwrite in equal share any deficit incurred by the Joint Committee.
- 24.6 Any budget surplus as determined by the Joint Committee on an annual basis upon a consideration of future budget requirements shall be distributed to the Councils in equal share by such arrangements as the Joint Committee may decide.

25 ACCOUNTING

- 25.1 The accounts for the Joint Committee shall be held by the Lead Authority.
- 25.2 The Joint Committee accounting records shall be held in a way that complies with the requirements of HM Revenue and Customs and in a manner consistent with accounting regulations and good practice.
- 25.3 The Joint Committee shall arrange and appoint auditors for an internal audit of the annual financial statements of the Joint Committee and may do likewise for an external audit.
- 25.4 All financial statements concerning the Joint Committee's accounts shall be approved by the Joint Committee.
- 25.5 As soon as possible at the end of every Financial Year the Joint Committee shall publish a report on its operations and discharge of the Functions during that Financial Year and shall provide a copy of the report to each Council.
- 25.6 The Joint Committee's accounts shall at all times be available to the Joint Committee, the Councils and their internal and external auditors.

26 STAFF

- 26.1 For the avoidance of doubt this clause 26 does not apply to the honorary Clerk, Treasurer or Surveyor or the Honorary Officer to the Joint Committee or where clause 21 (*Support Services*) or clause 23 (*Officers*) applies.
- 26.2 Officers providing the Services shall be recruited and employed by the Lead Authority on such terms and conditions as the Lead Authority may determine.
- 26.3 The employment of Officers providing the Services who were not employed by the Lead Authority prior to the commencement of this Agreement shall transfer to the Lead Authority in accordance with clause 27 below and the Agreement for Services and thereupon shall be employees of the Lead Authority.
- 26.4 Where there is a change in the Council fulfilling the role of lead authority the Lead Authority and the successor lead authority shall agree arrangements for the transfer from the Lead Authority to the successor lead authority of the Officers providing the Services.

26.5 Where the secondment of an Officer from another Council to the Lead Authority is required such arrangements shall be agreed by the Lead Authority and the seconded Officer's employing Council.

27 TRANSFERRING EMPLOYEES

27.1 The employment of those employees engaged in the provision of crematoria services pursuant to the "Memorandum of Agreement" between the Councils dated 1 November 2001 (as amended on 24 June 2002) shall transfer to Three Rivers District Council pursuant to the Agreement for Services.

28 PROCUREMENT

28.1 The Lead Authority pursuant to its relevant rules shall procure such goods and services as may be required for the discharge of the Functions and the delivery of the Services provided that such procurement is within the approved Joint Committee budget.

28.2 Where the procurement of goods or services is outside of the approved Joint Committee budget such procurement shall be subject to the approval of the Joint Committee.

28.3 The Lead Authority may charge the reasonable fees and expenses of managing any procurement requirement for the discharge of the Functions and delivery of the Services to the Joint Committee budget on a cost recovery basis.

29 TERMINATION

29.1 This Agreement may be terminated with effect from the last day of a Financial Year:

29.1.1 by not less than 4 (four) of the Councils each serving not less than 12 (twelve) months' notice in writing upon each other Council; or

29.1.2 by 4 (four) or more of the Councils withdrawing from this Agreement in accordance with clause 31.4; or

29.1.3 as may otherwise be agreed by the Councils.

29.2 No Council may serve a notice under this clause 29 and notice served shall be deemed not to have effect where the notice expires earlier than last day of the 5th (fifth) Financial Year after the Commencement Date.

29.3 On the termination of this Agreement clause 30 (*Provisions on Termination*) shall apply.

29.4 The Councils acknowledge that the Joint Committee may be dissolved and this Agreement terminated as a consequence of statutory local government reorganisation in one or more of their areas pursuant to which the Councils shall, to the extent possible and without prejudice to the generality of this Agreement, the Agreement for Services and any Relevant Agreement and any legislation enabling the reorganisation, give effect to clause 30 (*Provisions on Termination*) and shall otherwise agree such arrangements as necessary to

ensure the continuation of the discharge of the Functions and the provision of the Services (as the case may be) by the Councils or their statutory successors.

30 PROVISIONS ON TERMINATION

- 30.1 Unless otherwise agreed by the Councils, where a notice terminating this Agreement has been served, during the Termination Period:
- 30.1.1 the Joint Committee shall remain convened and this Agreement shall remain in full force and effect;
 - 30.1.2 the Lead Authority shall continue to provide the Services and the Councils shall continue to receive the Services pursuant to the Agreement for Services and any Relevant Agreement which shall each remain in full force and effect unless and until terminated on its particular terms;
 - 30.1.3 the Councils in consultation with the Joint Committee shall agree such arrangements as may be necessary:
 - (a) to effect the termination of this Agreement including without limitation as regards accommodation, support services, support staff, and current and / or future liabilities, financial contributions, budget deficits or surpluses; and
 - (b) for the discharge of the Functions (by a joint committee or otherwise) and the provision of the Services (by a lead authority or otherwise) on and subsequent to the Termination Date of this Agreement.
- 30.2 Without prejudice to the Agreement for Services where the arrangements agreed pursuant to sub-clause 30.1.3 (b) include the ongoing provision of the Services by a lead authority the Councils shall agree which one of them shall fulfil the lead authority role if the Lead Authority will not continue in the role.
- 30.3 The Councils in consultation with the Joint Committee shall each take such steps as may be required to implement and give effect to the arrangements agreed pursuant to this clause 30 which shall commence on the Termination Date of this Agreement.
- 30.4 Where this Agreement is terminated in advance of the Councils' obligations under the Loan Agreement having been satisfied in full clause 33 (*New Crematorium Loan Agreement*) shall apply.
- 30.5 In complying with the requirements of this clause 30 the Councils shall have regard to and comply with their liabilities and obligations under the Agreement for Services and any Relevant Agreement and shall have regard to and effect the Lead Authority's compliance with its obligations under the Agreement for Services and any Relevant Agreement.
- 30.6 Each Council will act in good faith and use its reasonable endeavours to minimise the loss or harm to the others as a result of the termination of this Agreement, and in agreeing and giving effect to arrangements for the continuing discharge of the Functions and the Provision of the Services subsequent to the Termination Date of this Agreement.

30.7 Any rights and liabilities which vested before the termination of this Agreement shall remain so vested as if this Agreement continued.

30.8 The Councils shall share equally the costs of the termination of this Agreement.

31 WITHDRAWAL

31.1 Except where clause 31.4 applies a Council may withdraw from this Agreement with effect from the last day of a Financial Year:

31.1.1 by serving not less than 12 (twelve) months' notice in writing upon the others; or,

31.1.2 as may otherwise be agreed by the Councils;

PROVIDED THAT without prejudice to the Agreement for Services:

31.1.3 where a notice is served under this clause 31 the Council serving the notice shall be deemed to be serving concurrent notice to withdraw from the Agreement for Services;

31.1.4 where a Council has served notice to withdraw from the Agreement for Services that Council shall be deemed to have served concurrent notice to withdraw from this Agreement and clause 32 (*Provisions on Withdrawal*) shall apply.

31.2 No Council may serve a notice under this clause 31 and notice served shall be deemed not to have effect where the notice expires earlier than the last day of the 5th (fifth) Financial Year after the Commencement Date.

31.3 Except where clause 31.4 applies where a Council serves a notice to withdraw from this Agreement clause 32 (*Provisions on Withdrawal*) shall apply.

31.4 Where 4 (four) or more Councils serve notice to withdraw from this Agreement, this Agreement shall be deemed terminated in accordance with clause 29.1.2 and clause 30 (*Provisions on Termination*) shall apply.

32 PROVISIONS ON WITHDRAWAL

32.1 Except where clause 31.4 applies unless otherwise agreed by the Councils upon which a notice to withdraw from this Agreement has been served, the Joint Committee shall remain convened and this Agreement shall remain in full force and effect as regards:

32.1.1 the "Withdrawing Council", for the duration of the Withdrawal Period;

32.1.2 the "Remaining Councils", until this Agreement is terminated.

32.2 Unless otherwise agreed by the Remaining Councils, in accordance with clause 311.3 and without prejudice to the Agreement for Services, a Withdrawing Council shall be deemed to be concurrently withdrawing from the Agreement for Services **PROVIDED THAT** during the Withdrawal Period:

32.2.1 the Lead Authority shall continue to provide the Services to the Withdrawing Council (and the Remaining Councils) and the Withdrawing Council (and the

Remaining Councils) shall continue to receive the Services pursuant to the Agreement for Services and any other Relevant Agreement (as the case may be);

32.2.2 the Withdrawing Council the Remaining Councils and the Lead Authority shall agree and implement such actions as may be necessary to effect the Withdrawing Council's withdrawal from this Agreement including without limitation as regards accommodation, support services, support staff, and current and / or future liabilities, financial contributions, budget deficits or surpluses; and

32.2.3 the Withdrawing Council, the Remaining Councils and the Lead Authority shall effect the withdrawal of the Withdrawing Council from the Agreement for Services and any other Relevant Agreement in compliance with its particular terms.

32.3 Except where clause 32.4 applies, subsequent to the expiry of the Withdrawal Period the Lead Authority shall continue to provide the Services to the Remaining Councils pursuant to the Agreement for Services and any other Relevant Agreement which shall each continue in full force and effect.

32.4 Without prejudice to the Agreement for Services or the generality of this Agreement where the Withdrawing Council is the Lead Authority **OR OTHERWISE** notice is served in accordance with the Agreement for Services pursuant to which the Lead Authority shall cease in the role of lead authority the Agreement for Services shall be deemed to be concurrently terminated **PROVIDED THAT** during the Withdrawal Period the Lead Authority shall continue to provide the Services in accordance with the Agreement for Services and any Relevant Agreement and the Remaining Councils in consultation with the Joint Committee shall:

32.4.1 agree which one of the Councils shall be the successor lead authority and shall fulfil the role of lead authority subsequent to the Lead Authority ceasing to do so on the expiry of the Withdrawal Period (and the concurrent expiry of the Agreement for Services); and

32.4.2 with the cooperation of the Lead Authority, take such steps as may be necessary to effect the change of lead authority including without limitation as may be regarding the novation of any Relevant Agreement and the transfer of employees from the Lead Authority to the successor lead authority and agreeing the agreement for services pursuant to which the successor lead authority shall provide the Services on its commencement in the role of lead authority on the expiry of the Withdrawal Period (and the concurrent expiry of the Agreement for Services).

32.5 Where a Withdrawing Council is to withdraw from this Agreement prior to having satisfied in full its obligations under the Loan Agreement clause 33 (*New Crematorium Loan Facility Agreement*) shall also apply.

32.6 In complying with the requirements of this clause 32 the Councils shall have regard to and comply with their liabilities and obligations under the Agreement for Services and any

Relevant Agreement and shall have regard to and effect the Lead Authority's compliance with its obligations under the Agreement for Services and any Relevant Agreement.

- 32.7 Each Council will act in good faith and use its reasonable endeavours to minimise the loss or harm to the others as a result of a withdrawal from this Agreement, and in agreeing and giving effect to arrangements for the continuing discharge of the Functions and the provision of the Services subsequent to the withdrawal of the Withdrawing Council.
- 32.8 Any rights and liabilities which vested before a withdrawal from this Agreement shall remain so vested as if the withdrawal had not occurred.
- 32.9 Unless otherwise agreed by the Remaining Councils the Withdrawing Council share bear its own costs and the reasonable costs of the Remaining Councils arising from or in connection with the withdrawal from this Agreement.

33 NEW CREMATORIUM LOAN FACILITY AGREEMENT

- 33.1 The Joint Committee and the Councils intend for the construction costs of the new crematorium situated at Bedmond Road, Hemel Hempstead to be met from income generated by the operation of the new crematorium.
- 33.2 To provide for circumstances in which the development costs of the new crematorium exceed the estimated project costs and / or the development costs cannot be met from income generated by the operation of the new crematorium, on 15 June 2022 each Council entered into a Deed of Contribution and Indemnity in relation to the new crematorium (the "Deed") and each Council, except Dacorum Borough Council, entered as borrowers (the "Borrowing Council(s)") a Loan Facility Agreement (the "Loan Facility Agreement") with Dacorum Borough Council as lender (the "Lending Council").
- 33.3 The Councils each acknowledge that pursuant to the terms of the Loan Facility Agreement, the expiry or termination of the Joint Committee, or the withdrawal of the Lending Council or a Borrowing Council from the Joint Committee, are each an 'event of default' (for the purpose of this Agreement each a "Loan Facility Agreement Event of Default"), pursuant to which the Lending Council may exercise its rights as lender under the Loan Facility Agreement and may:
- 33.3.1 declare the loan immediately due and payable on demand; and / or
- 33.3.2 declare the Loan Facility Agreement cancelled.
- 33.4 Without prejudice to the generality of this Agreement, the Deed, the Loan Facility Agreement, the Agreement for Services or any other Relevant Agreement, in entering this Agreement the Councils have each agreed that where the Joint Committee expires or is terminated or the Lending Council or a Borrowing Council withdraws from the Joint Committee prior to the discharge of the obligations under the Loan Facility Agreement the expiry or termination of the Joint Committee or the withdrawal of the Lending Council or a Borrowing Council from the Joint Committee shall not be a Loan Facility Agreement Event of Default and this clause 33 shall prevail over the relevant terms of the Loan Facility

Agreement **PROVIDED THAT** that each Borrowing Council shall continue to perform its obligations under the Deed and the Loan Facility Agreement as may be required.

33.5 In the pursuance of clause 33.4:

33.5.1 each of the Borrowing Councils undertakes to continue to perform its obligations under the Deed and the Loan Facility Agreement as may be required; and,

33.5.2 where the Borrowing Councils are continuing to perform their obligations under the Deed and the Loan Facility Agreement as required, the Lending Council undertakes not to exercise its rights as lender in respect of the Loan Agreement Event of Default;

PROVIDED THAT, for the avoidance of doubt, where a Borrowing Council fails to comply with clause 33.5.1, clause 33.4 shall not apply in respect of that Borrowing Council and the Lending Council may exercise its rights under the Loan Facility Agreement against that Borrowing Council in respect of the Loan Facility Agreement Event of Default.

34 INSURANCE

34.1 The Joint Committee shall ensure that as may be required in respect of the provision of the Services by the Lead Authority pursuant to the Agreement for Services, adequate insurance cover is effected and maintained by the Lead Authority and notified annually to the Joint Committee and the Councils if required in respect of:

34.1.1 the crematoria operated by the Lead Authority;

34.1.2 any property held by the Lead Authority;

34.1.3 employer's liability;

34.1.4 public liability;

34.1.5 officials' indemnity; and

34.1.6 professional indemnity,

as applicable.

35 DATA PROTECTION

35.1 The activities of the Joint Committee shall comply with the applicable requirements of the Data Protection Legislation for the purpose of which each Council will comply with its relevant policies and procedures and each JC Member (and any appointed substitute JC Member) will comply with relevant policies and procedures of their appointing Council.

35.2 The Joint Committee Clerk, Treasurer, Surveyor, Honorary Officer and any other Officer providing support to the Joint Committee pursuant to this Agreement or otherwise shall comply with the data protection policies and procedures of their employing Council.

35.3 For the purpose the Lead Authority's provision of the Services the Lead Authority and the Councils shall comply with the applicable requirements of the Data Protection Legislation and as provided for in the Agreement for Services.

36 VARIATIONS TO THIS AGREEMENT

36.1 A variation to this Agreement shall only be valid if it has been agreed in writing and executed as a deed by duly authorised representatives of each of the Councils.

36.2 If a Council wishes to vary this Agreement it shall serve on the other Councils a "Variation Notice" which shall set out the nature of the variation sought and the reasons for it.

36.3 If a Council receives a Variation Notice, within 28 (twenty-eight) Working Days of receipt it shall notify the other Councils in writing whether or not it agrees to the variation and if not, the reasons.

36.4 If the variation is agreed it will be incorporated into the Agreement.

37 DISPUTE RESOLUTION

37.1 Where a dispute arises from or in connection with the Joint Committee's discharge of the Functions or the provision of the Services or this Agreement it shall be referred in the first instance to the Joint Committee for determination. A dispute may then be escalated in accordance with remainder of this clause 37 where:

37.1.1 the Joint Committee is unable to resolve the dispute to the satisfaction of the Councils party to the dispute; or

37.1.2 the Joint Committee otherwise considers that the dispute should be escalated; or

37.1.3 at the request of a Council party to the dispute.

37.2 Where clause 37.1.1 or 37.1.2 or 37.1.3 applies the Joint Committee shall refer the dispute to the chief executives of the disputing Councils for determination.

37.3 If the chief executives of the Councils party to a dispute are unable to resolve the dispute at the request of either Council the dispute shall be referred to an independent and professional mediator who shall be nominated without delay by agreement between the Councils in dispute or (in the absence of such agreement), by the President of the Law Society (or their authorised representative) or such other appropriate professional body as shall be agreed by the Councils party to the dispute. Such mediation shall then be carried out in confidence and on a without prejudice basis in relation to any subsequent proceedings and each of the Councils party to the dispute shall bear their own expenses and one half of the mediator's resulting charges.

37.4 If, regardless of whether or not the Councils party to the dispute have implemented the procedures specified in clauses 37.1, 37.2 or 37.3 (as the case may be) the Councils fail to resolve their dispute within 3 (three) months of the dispute first arising, then either of the

Councils party to the dispute may serve notice on the other to require the dispute to be either (as applicable):

37.4.1 referred to an Arbitrator in accordance with the Arbitration Act 1996 or an appropriate independent Expert who shall be nominated without delay by agreement between the Councils party to the dispute (such agreement not to be unreasonably withheld or delayed) and who shall act as an expert and not as an arbitrator, provided that in default of agreement as to such nomination, the Expert shall be nominated on the joint application of the disputing Councils (or if either Council neglects to concur in such application, then on the sole application of the other Council) by the President of the Law Society (or their authorised representative), or such other appropriate professional body as shall be agreed by the Councils in dispute) such agreement not to be unreasonably withheld or delayed); or

37.4.2 subject to the institution of legal proceedings in court.

37.5 The Councils each agree that if either an Arbitrator or Expert is appointed under clause 37.4 then:

37.5.1 the decision of the Arbitrator or Expert shall be final and binding on the disputing Councils provided that the Arbitrator or Expert provides the parties to the dispute with a detailed statement setting out their reasons for making the decision at which they have arrived;

37.5.2 each of the Councils party to the dispute shall bear the costs equally of the references to the Expert or Arbitrator unless the Arbitrator or Expert directs otherwise.

37.6 If any dispute between the Councils is resolved pursuant to the provisions of this clause 37 (otherwise than via the appointment of an Arbitrator or Expert) then the Councils party to the dispute shall record the resolution of their dispute in writing and shall each promptly sign the same. The signed document shall then form a legally binding agreement between the parties to the dispute by way of a supplement to this Agreement.

37.7 For the purpose of this clause 37 a dispute shall be deemed to first arise on the date it is first referred to the Joint Committee pursuant to clause 37.1.

38 NOTICES

38.1 Any notice to be served under this Agreement shall be valid and effective if it is addressed to the other Councils' chief executive (or equivalent) as appropriate and sent by pre-paid Royal Mail first class 'signed for' or 'special' delivery post or delivered by hand to the other Councils' principal office.

38.2 Any such demand, notice or communication shall be deemed to have been duly served:

38.2.1 if delivered by hand, when left at the proper address for service; or

38.2.2 if given or made by pre-paid Royal Mail first class 'signed for' or 'special' delivery post, two Working Days after being posted;

provided in each case that if the time of such deemed service is either after 4.00 pm on a working day or on a day other than a working day, service shall be deemed to occur instead at 10.00 am on the next following working day.

38.3 A notice given under this Agreement is not valid if sent by e-mail unless the Councils have previously agreed in writing to accept service by e-mail. If service by e-mail is agreed, then the following shall apply:

38.3.1 an e-mail shall be deemed delivered at 10:00am the next working day unless an error message or 'out of office' message is received by the sender;

38.3.2 notices shall only be accepted if sent to the e-mail address given by a Council to the other Councils as being the designated e-mail address for the service of notices.

38.4 If the Councils agree to service of notice by e-mail, they do not agree to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution unless specifically stated.

39 GOVERNING LAW

39.1 This Agreement is governed and construed in accordance with the law of England and the Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any difference or dispute arising from or in connection with this dispute (including non-contractual disputes or claims)

40 COSTS OF THIS AGREEMENT

40.1 The costs relating to the preparation, negotiation and completion of this Agreement shall be charged to the Joint Committee budget.

IN WITNESS of the above the Councils have executed and delivered this Agreement as a Deed on the above date.

Hemel Hempstead Crematorium Service Standards

The Services to be provided at the Hemel Hempstead Crematorium by the Lead Authority to the Councils shall be as set out below or as may otherwise be agreed by the Lead Authority and the Councils from time to time and provided for in the Agreement for Services.

Office hours

- Monday to –Friday 9am to 4pm
- Saturday/Sunday / Public Holidays Closed

Reception services

- Trained staff offering guidance at all times
- 24 hour automated booking
- Answering machine
- Electronic mail

Garden of Remembrance opening times

- Monday to Friday 8am
- Saturday/Sunday and bank holidays 9am

Closing times

- November to February 4.30pm
- March 6pm
- April 7pm
- May to August 8pm
- September 7pm
- October 6pm

Car parking

- Capacity for 150

7 Chapel times per day Monday to Friday

- 9am start
- 3pm last service
- 60 minute duration (40 min service time)
- Additional time bookable
- Memorial service only

Saturday / Sunday / Public holiday cremation services

(subject to staff availability)

- Saturday – 9am to 3pm
- Sunday/Public Holidays – 10am to 2pm

Chapel capacity

- 140 seats

Service content

- Interdenominational
- Non-religious
- Digital music system including webcasting, service recording and visual tributes

Tribute facilities

- Flower terrace
- Donation on funeral director direction
- Flower disposal on second morning after funeral at 8am

Cremation facilities

- All performed within 72 hours of funeral service
- Outsize coffins accommodated
- Witness charging of coffins available
- Witness disposal of cremated remains available
- Despatch of remains to designated destinations
- Receipt / dispersal from other crematoria
- Retention of cremated remains
- Cremations at short notice at any reasonable time

Meeting people's needs

- Wheelchair access to all areas
- Changing Places facility
- Induction loop in chapel
- Designated WC onsite
- Wheelchair available
- Clear signage
- Provision of funeral service in Braille

14936519-130

8447788

- Provision of popular hymns in Braille
- Signing at cremation services
- Hindu service books

Memorial literature

- Accurate content
- Sympathetic to needs
- Distribution after cremation with permission
- User-friendly application forms
- Website

Memorial facilities

- Book of Remembrance
- Vases for use in Book of Remembrance Chapel
- Replica cards: minibooks
- Rose Bushes: Shrubs or trees
- Garden Seats: subject to availability
- Garden Memorial and Bulb Scheme

Garden of Remembrance maintenance standards (growing season)

- General maintenance / clearance and replacement to agreed monthly programme
- Woodland areas mown as required
- Roses pruned twice yearly
- Roses sprayed twice weekly during growing season
- Beds maintained weed free
- Benches cleaned as required
- Benches stripped and preservative applied
- Memorials checked for condition (ongoing)
- Notification system in place for poor memorials
- Notification system in place once memorial replaced

Communication with funeral directors and religious and non-religious officiates

- Conduct annual survey
- Provide regular updates on standards and performance
- Issuing of Service Level Agreements

- Conduct an annual meeting
- Guided tours by arrangement

Communication with the public

- Memorial literature at selected distribution points
- Guided tours by arrangement

General correspondence

- Replies within three Working Days

Complaint handling

- Acknowledgement same day
- Resolve within one week
- Exceptional circumstances within one month

West Herts Crematorium Service Standards

The Services to be provided at the West Herts Crematorium by the Lead Authority to the Councils shall be as set out below or as may otherwise be agreed by the Lead Authority and the Councils from time to time and provided for in the Agreement for Services. **Office hours**

- Monday to Saturday - 9am to 4pm
- Sunday / Public Holidays - 10am to 1pm and 2pm to 4pm

Reception services

- Trained staff offering guidance at all times
- 24 hour automated booking
- Answering machine
- Electronic mail
- Vending machines - food and drink

Garden of Remembrance opening times

- April to October: Monday to Friday - 8am to 6:30pm
- Saturday/Sunday/Public Holidays: 9am to 6:30pm
- October to March: Monday to Friday - 8am to 5pm
- October to March: Monday to Friday - 9am to 4:30pm

Car parking

- Capacity for 150
- Traffic control as required

22 Chapel times per day Monday to Friday

- 9am start
- 4pm last service
- 40 minute duration
- Additional time bookable
- Memorial service only

Saturday / Sunday / Public holiday cremation services
(subject to staff availability)

- Saturday - 9am to 3pm
- Sunday/Public Holidays - 10am to 2pm

Chapel capacity

- 120 seats North Chapel
- 50 seats North Chapel

Service content

- Interdenominational
- Non-religious
- Digital music system
- Organist

Tribute facilities

- Flower terrace
- Donation on funeral director direction
- Flower disposal on third morning after funeral at 8am

Cremation facilities

- All performed within 72 hours of funeral service
- Outsize coffins accommodated
- Witness charging of coffins available
- Witness disposal of cremated remains available
- Despatch of remains to designated destinations
- Receipt / dispersal from other crematoria
- Retention of cremated remains
- Cremations at short notice at any reasonable time

Meeting people's needs

- Wheelchair access to all areas
- Induction loop in chapels
- Designated WC onsite
- Wheelchair available
- Clear signage
- Provision of funeral service in Braille
- Provision of popular hymns in Braille
- Signing at cremation services
- Hindu service books

Memorial literature

- Accurate content
- Sympathetic to needs
- Distribution after cremation
- User-friendly application forms
- Website

Memorial facilities

- Book of Remembrance
- Digital Book of Remembrance
- Vases for use in Book of Remembrance Chapel
- Replica cards: minibooks
- Leather panel: cloister wall plaque
- Rose Bushes: Shrubs or trees
- Garden Seats: subject to availability
- Dedicated Hymn books
- Garden Memorial and Bulb Scheme

Garden of Remembrance maintenance standards (growing season)

- General maintenance / clearance and replacement to agreed monthly programme
- Woodland areas mown as required
- Roses pruned twice yearly
- Roses sprayed twice weekly during growing season
- Beds maintained weed free
- Benches cleaned as required
- Benches stripped and preservative applied
- Memorials checked for condition (ongoing)
- Notification system in place for poor memorials
- Notification system in place once memorial replaced

Communication with funeral directors and religious and non-religious officiates

- Conduct annual survey
- Provide regular updates on standards and performance
- Issuing of Service Level Agreements

- Conduct an annual meeting
- Guided tours by arrangement

Communication with the public

- Memorial literature at selected distribution points
- Guided tours by arrangement

General correspondence

- Replies within three Working Days

Complaint handling

- Acknowledgement same day
- Resolve within one week
- Exceptional circumstances within one month

Joint Committee Approved Budget First Financial Year [2023/2024]

The Common Seal of the
WATFORD BOROUGH COUNCIL

14936519-137

8447788

was affixed
in the presence of

Authorised officer

The Common Seal of the
THREE RIVERS DISTRICT COUNCIL

was affixed in the
presence of

Authorised officer

The Common Seal of the
ST ALBANS CITY AND DISTRICT COUNCIL

was affixed in the
presence of

Authorised officer

The Common Seal of the
HERTSMERE BOROUGH COUNCIL

was affixed in the
presence of

Authorised officer

The Common Seal of the
DACORUM BOROUGH COUNCIL

14936519-138

8447788

was affixed in the
presence of

Authorised officer

Dated

2024

THREE RIVERS DISTRICT COUNCIL

and

DACORUM BOROUGH COUNCIL

and

HERTSMERE BOROUGH COUNCIL

and

ST ALBANS CITY AND DISTRICT COUNCIL

and

WATFORD BOROUGH COUNCIL

AGREEMENT FOR CREMATORIA SERVICES

relating to the provision of crematoria services

Anthony Collins
134 Edmund Street
Birmingham, B3 2ES
Ref: MM/051898.0001

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WEST HERTS CREMATORIUM PERFORMANCE MONITORING
ARRANGEMENTS

BETWEEN

- (1) **THREE RIVERS DISTRICT COUNCIL** of Three Rivers House, Northway, Rickmansworth, WD3 1RL (“TRDC”);
- (2) **DACORUM BOROUGH COUNCIL** of The Forum, Marlowes, Hemel Hempstead, Hertfordshire, HP1 1DN; (“DBC”);
- (3) **HERTSMERE BOROUGH COUNCIL** of Elstree Way, Borehamwood, Hertfordshire, WD6 1WA (“HBC”);
- (4) **ST ALBANS CITY AND DISTRICT COUNCIL** of Civic Centre, St. Peter’s Street, St Albans, AL1 3JE (“SACDC”);
- (5) **WATFORD BOROUGH COUNCIL** of Town Hall, Watford, WD17 3EX (“WBC”).

each a Council and together the Councils.

WHEREAS

- (A) The former West Herts Crematorium Joint Committee established by the predecessor councils to Watford Borough Council, Three Rivers District Council, St Albans City and District Council, Hertsmere Borough Council and Dacorum Borough Council, pursuant to an agreement of 21 December 1973, was dissolved on or about 1 April 1974. Thereafter the Councils established a new West Herts Crematorium Joint Committee pursuant to their powers under the Local Government Act 1972 and the agreement of 21 December 1973 which was amended on 29 June 1994. The Joint Committee was dissolved on the 1 June 2001 pursuant to the Local Government Act 2000.
- (B) For the purpose of discharging their crematoria functions under s214 of the Local Government Act 1972, a new joint committee named the West Herts Crematorium Joint Committee (the Joint Committee) was established by the Councils under the terms of a Memorandum of Agreement dated 1 November 2001, (as amended on 24 June 2002), pursuant to their powers under the Local Government Act 1972, the Local Government Act 2000, the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 and any other enabling legislation.
- (C) The Councils have reviewed the arrangements for the discharge of their crematoria functions and the provision of crematoria services, the Joint Committee and the Memorandum of Agreement. The Councils have agreed that the ongoing discharge

of their crematoria functions and the provision of crematoria services requires one of them to take a lead role and to act as a 'lead authority' for the purpose of crematoria service provision.

- (D) The Councils have further agreed that Three Rivers District Council shall be the Lead Authority.
- (E) Pursuant to their powers under the Local Government Act 1972, the Local Government Act 2000, the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 and any other enabling legislation, the Councils have entered into a Joint Committee Agreement, which replaces the Memorandum of Agreement and brings into effect the Joint Committee and lead authority arrangement through which the Councils will discharge their crematoria functions under section 214 of the Local Government Act 1972, and which will regulate the arrangement of the Joint Committee, its discharge of the crematoria functions and the relationship between the Joint Committee, the Councils and the Lead Authority.
- (F) The Councils remain committed to the principles of partnership working and sound investment in the future so as to ensure that added value can be demonstrated in terms of expertise, innovation and investment in the discharge of their functions and the delivery of their services.
- (G) The Councils note and commend the provision of the crematoria services pursuant to the Joint Committee's discharge of the function has to date required no revenue funding from the Councils and that this model will continue under the Lead Authority arrangement.
- (H) The Councils have agreed that under the lead authority arrangement, the Lead Authority shall provide the crematoria services to the other Councils pursuant to their powers under the Local Authorities (Goods and Services) Act 1970 on a cost recovery basis and will not seek to generate a profit from its charges to the Councils.
- (I) The Lead Authority shall provide the crematoria services to the other Councils pursuant to Joint Committee Agreement and this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 In this Services Agreement where the context so admits:

1.1.1 The following words and phrases shall bear the following meanings:

- “Administering Authority”** means Hertfordshire County Council in its capacity as the administering authority of the Scheme;
- “Agreement”** means this Agreement for Crematoria Services;
- “Business Rates”** means the national non-domestic rates payable in respect of the Crematoria pursuant to the Local Government Finance Act 1988 (as amended);
- “Balancing Pond”** means the balancing pond edged red and hatched light blue on the plan annexed to schedule 3;
- “Car Park, Roads and Paths”** means the area hatched dark blue and the area hatched red on the plan annexed to schedule 3 combined;
- “Cemetery”** means the Poppy Fields Cemetery at Bedmond Road, Hemel Hempstead, HP3 8LL shown edged orange on the plan annexed to schedule 3;
- “Cemetery Manager”** means the manager of the Cemetery;

“Cemetery Reserved Rights”	means Balancing Pond access road shown edged green and hatched green on the plan annexed to schedule 3;
“Commencement Date”	means the above date;
“Competent Authority”	means any government sponsored body with regulatory jurisdiction over the Lead Authority in relation to the provision of the Services;
“CPI	means the Consumer Prices Index (all items) United Kingdom produced by the Office of National Statistics (or any successor index specified in accordance with clause 21.3);
“Crematoria”	means the Hemel Hempstead Crematorium and the West Herts Crematorium collectively;
“Data Protection Legislation”	means all law relating to privacy and the processing of personal data, or any replacement EU or UK data protection or related privacy law in force in England and Wales, including all applicable guidance and codes of practice issued by the Information Commissioner’s Office;
“Employees”	means persons employed by the Lead Authority and from time to time engaged in the provision of the Services and

“Employee Liability Information”	<p>Employee means any one of them as the context requires;</p> <p>means the information which a transferor is obliged to notify a transferee of pursuant to Regulation 11(2) of the TUPE Regulations regarding any person employed by them who is assigned to the organised grouping of resources or employees which is the subject of the relevant transfer and also such employees as fall within Regulation 11(4) of the TUPE Regulations;</p>
“Financial Year”	<p>means the year ending on the 31st of March;</p>
“Functions”	<p>means the crematoria functions of the Councils under section 214 of the Local Government Act 1972 discharged by the Joint Committee pursuant to the Joint Committee Agreement;</p>
“Future Provider”	<p>means either the Successor Lead Authority for the Services or any other service provider who shall provide any service equivalent to any of the Services after the expiry or earlier termination of this Agreement;</p>
“Hemel Hempstead Crematorium”	<p>means the land and buildings constructed thereon situated at Bunkers Farm, Bedmond Road, Hemel Hempstead, Hertfordshire, HP3 8LL</p>

shown edged red on the plan annexed to schedule 3 (but excluding the Balancing Pond and Cemetery Reserved Rights) together with all additions, alterations, improvements and landlord's fixtures and fittings at the same from time to time;

“Hosting Fee”

means the fee payable to each of Dacorum Borough Council and Three Rivers District Council under clause 12 (*Crematoria Hosting Fee*)

“Inflation”

means the percentage change in the CPI over the 12 months to September immediately preceding the Inflation Adjustment Date on which Inflation is to be applied subject to a maximum of plus 4% (four percent);

“Inflation Adjustment Date”

means 1 April 2025 and each anniversary of that date;

“Joint Committee”

means the committee appointed by the Councils under Section 102(1)(b) of the Local Government Act 1972 pursuant to a Memorandum of Agreement dated 1 November 2001 (the West Herts Crematorium Joint Committee);

“Joint Committee Agreement”

means the West Herts Crematorium Joint Committee Agreement;

means any and all of

“Law”

the following:

- any Act of Parliament or legislation;
- any subordinate legislation (as defined in section 21(1) of the Interpretation Act 1978);
- any exercise of the royal prerogative;
- any retained or assimilated European Union law in force in England and Wales;
- the EU/UK Trade and Co-operation Agreement (so far as directly applicable under the European Union (Future Relationship) Act 2020);
- any applicable judgement of a relevant court of law which is a binding precedent in England; and
- any determination, direction, statutory guidance or Code of Practice having the force of law;

“Lead Authority”

means Three Rivers District Council;

“LGPS 2013 Regulations”

means the Local Government Pension Scheme Regulations

	2013;
“Mandatory Policies”	means the policies, procedures, rules, codes and the like of Three Rivers District Council as amended from time to time;
“Member”	means an elected councillor or the elected mayor of a Council;
“Monitoring Officer”	means the Officer designated by a Council as the person responsible for the proper and lawful administration of its affairs as required by section 5 of the Local Government and Housing Act 1989;
“month”	means a calendar month;
“Named Contact”	means the Officer nominated as a Named Contact under clause 3 (<i>Provision of Services</i>);
“Necessary Consents”	means all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents (whether statutory, regulatory, contractual or otherwise) necessary for the provision of the Services;
“Officer”	means an employee of a Council;
“Outdoor Space”	means the area edged red on the plan annexed to schedule 3 excluding the crematorium building, Balancing Pond,

	Cark Park, Roads and Paths;
“Parties”	means the Lead Authority and / or DBC, HBC, SACDC and WBC as the context dictates and Party means any one of the Lead Authority and / or DBC, HBC, SACDC or WBC as the context requires;
“Relevant Agreement”	means any agreement, lease, licence or the like additional to this Agreement and the Joint Committee Agreement as may be required for the provision of the Services by the Lead Authority;
“Redundancy Costs”	means the statutory notice and redundancy payments, any accrued but untaken holiday pay and any contractual notice and redundancy payments that were inherited by Three Rivers District Council as result of each the relevant transfers on the Service Transfer Date together with any payment to the Fund under Regulation 68(2) of the LGPS 2013 Regulations arising from benefits becoming immediately payable under Regulation 30(7) of the LGPS 2013 Regulations;
“s151 Officer”	means the Officer designated by a Council as the person responsible for the proper administration of its financial affairs, as required by section

	151 of the Local Government Act 1972;
“Scheme”	has the meaning in clause 14.2 (<i>Transferring Employees</i>);
“Services”	means the crematoria services provided by the Lead Authority;
“Service Transfer Date”	means 1 April 2023;
“Shared Access Road”	means the shared access road shown coloured yellow and hatched black on the plan annexed to schedule 3;
“Termination Date”	means the last day of the Termination Period on which date this Agreement shall terminate;
“Termination Period”	means a period of not less than 12 (twelve) months from the service of valid notice under clause 18 (<i>Termination</i>);
“TUPE Regulations”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
“Transferring Employees”	means the Employees listed in schedule 6 whose employment transferred to Three Rivers District Council on the Service Transfer Date;;
“West Herts Crematorium”	means the crematorium situated at High Elms Lane, Garston, Watford, Hertfordshire, WD25 0JS

edged red on the plan annexed to schedule 5;

“Withdrawal Period”

means a period of not less than 12 (twelve) months from the service of valid notice under clause 20 (*Withdrawal*);

“Working Days”

means the days on which banks are open for normal banking business in the City of London (excluding Saturdays);

- 1.1.2 words denoting the singular shall include the plural and vice versa, words denoting the masculine gender shall include the feminine gender and vice versa and words denoting persons shall include corporations.
- 1.1.3 reference to any statutory provisions or instruments shall be deemed to include reference to any such provisions or instruments as from time to time amended, varied, replaced, extended or re-enacted and to any orders, directions, determinations, statutory guidance or regulations made or given under such provisions.
- 1.1.4 reference to a clause or a schedule shall be deemed to be references to a clause or a schedule to this Agreement and references to a sub-clause shall be deemed to be references to a sub-clause of the clause in which the reference appears.
- 1.2 Clause headings are included for ease of reference only and shall not affect this Agreement or the interpretation hereof. Words following the terms **“including”**, **“include”**, **“in particular”**, **“for example”** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.3 The term **“persons”** includes natural persons, firms, partnerships, companies, industrial and provident societies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).
- 1.4 A reference to **“writing”** or **“written”** includes suitable electronic form and **“electronic form”** means the representation of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

2. COMMENCEMENT, DURATION, STATUS AND REVIEW

2.1 This Agreement shall commence on the Commencement Date and shall continue in force from year to year provided that:

2.1.1 it may be terminated by any Party in accordance with clause 18 (*Termination*);

2.1.2 a Party (other than the Lead Authority) may withdraw from this Agreement in accordance with clause 20 (*Withdrawal*).

2.2 Where any inconsistency or conflict arises between any of the provisions of this Agreement and the Joint Committee Agreement the provisions of the Joint Committee Agreement shall prevail provided that the Joint Committee Agreement is in force at the time any such inconsistency or conflict arises.

2.3 The Parties acknowledge that the Lead Authority's provision of the Services may be subject to changes resulting from without limitation:

2.3.1 regulatory or statutory requirements;

2.3.2 structural or organisational changes within the Lead Authority;

2.3.3 changes to the Lead Authority's operational delivery of the Services;

2.3.4 the Parties' requirements;

and that such changes may need to be incorporated into this Agreement.

2.4 The Parties agree that the Lead Authority's provision of the Services and this Agreement shall be reviewed no later than the first anniversary of the Commencement Date and thereafter as agreed by the Parties.

2.5 Where a variation to this Agreement is required pursuant to a change of the type detailed under clause 2.3 above or otherwise following a review of the provision of the Services or the operational aspects of this Agreement it shall be varied in accordance with clause 27 (*Variation and Waiver*).

3. PROVISION OF SERVICES

3.1 The Lead Authority shall provide the Services to the Parties pursuant to this Agreement, the Joint Committee Agreement, any Relevant Agreement and the Joint Committee budget.

- 3.2 For a period of no longer than 12 (twelve) months from the Commencement Date the Lead Authority shall provide the Services at the Hemel Hempstead Crematorium in accordance with service standards set out in schedule 2.
- 3.3 For a period of no longer than 12 (twelve months) from the Commencement Date the Lead Authority shall provide the Services at the West Herts Crematorium in accordance with the service standards set in schedule 4.
- 3.4 During the 12 (twelve) month period referred to at clauses 3.2 and 3.3 above the Lead Authority and the other Parties shall agree for the approval of the Joint Committee service standards for the provision of the Services at each of the Hemel Hempstead Crematorium and the West Herts Crematorium.
- 3.5 The service standards agreed and approved pursuant to clause 3.4 above shall be incorporated into this Agreement as a new schedule 2 as regards the Hemel Hempstead Crematorium and a new schedule 4 as regards the West Herts Crematorium pursuant to a notice served by the Lead Authority and agreed by the other Parties in accordance with clause 27 (*Variation and Waiver*).
- 3.6 During the 12 (twelve) month period referred to at clauses 3.2 and 3.3 above the Lead Authority and the other Parties shall agree for the approval of the Joint Committee a performance monitoring framework for the Lead Authority's provision of the Services at each of the Hemel Hempstead Crematorium and the West Herts Crematorium.
- 3.7 The performance monitoring frameworks to be agreed and approved pursuant to clause 3.6 above shall be incorporated into this Agreement as a new schedule 7 as regards the Hemel Hempstead Crematorium and a new schedule 8 as regards the West Herts Crematorium pursuant to a notice served by the Lead Authority and agreed by the other Parties in accordance with clause 27 (*Variation and Waiver*).
- 3.8 The Lead Authority agrees to use its reasonable endeavours to provide the Services in accordance with the agreed standards.
- 3.9 The Lead Authority shall at all times provide the Services in compliance with:
- 3.9.1 all applicable Law; and,
- 3.9.2 its Mandatory Policies;
- including without limitation as regards health and safety, anti-slavery and anti-bribery and shall maintain such records as are necessary under the Law or the Mandatory Policies and make them available for inspection by any relevant authority that is entitled to inspect them, and by the other Parties and the Joint Committee.

- 3.10 The Lead Authority shall obtain and maintain and comply with all Necessary Consents required in respect of the provision of the Services and upon request shall provide a copy of any Necessary Consent to the other Parties and the Joint Committee.
- 3.11 Each Party warrants:
- 3.11.1 that it shall discharge its obligations under this Agreement and any Relevant Agreement with all due skill, care and diligence; and,
 - 3.11.2 that it shall not through any act, omission or failure of its own arising from or connection with this Agreement or Lead Authority's provision of the Services cause the Lead Authority or another Party to breach or otherwise incur liability under the terms of this Agreement or any Relevant Agreement.
- 3.12 Each Party shall nominate an Officer as a Named Contact as its first point of contact for the purpose of this Agreement and the provision of the Services and shall notify the name and contact details of the Named Contact to each other Party.
- 3.13 Complaints from Officers or Members of the Lead Authority or members of the public arising from or in connection with the Lead Authority's provision of the Services shall be managed in accordance with the Lead Authority's relevant Mandatory Policy.
- 3.14 The Parties shall co-operate fully with each other in responding to any enquiries in the course of investigations carried out by the Local Government and Social Care Ombudsman or any other relevant statutory body or statutory officer which shall include the Monitoring Officer and s151 Officer of the Parties.

4. SERVICE FAILURES AND RECTIFICATION

- 4.1 Except where clause 3.13 above applies where a Party considers that:
- 4.1.1 the Lead Authority has not provided the Services with due skill, care and diligence or otherwise in accordance with this Agreement; or,
 - 4.1.2 another Party has failed to discharge its obligations under this Agreement;
- the "Aggrieved Party" shall serve notice on the Lead Authority or the other Party (as the case may be) the "Defaulting Party" to rectify the "Defect" as shall be detailed in the notice within such reasonable time as shall be specified in the notice.
- 4.2 Where the Defaulting Party disagrees with the notice or fails to rectify the Defect to the satisfaction of the Aggrieved Party the Defaulting Party or the Aggrieved Party (as the case may be) shall refer the matter to the Joint Committee for determination in accordance with clause 25 (*Dispute Resolution*) and the Joint Committee Agreement.

- 4.3 Where the Joint Committee determines that a Defect requires rectification the Defaulting Party shall take such steps as the Joint Committee in consultation with the Aggrieved Party (and the other Parties where appropriate) considers reasonable to rectify the Defect which without limitation may include a requirement that the Defaulting Party produces a “Remedial Plan” for the consideration of the Joint Committee within 20 Working Days or such shorter period as the Joint Committee considers reasonable which sets out:
- 4.3.1 the Defaulting Party’s analysis of why the Defect occurred;
 - 4.3.2 the steps the Defaulting Party proposes to take to rectify the Defect and / or implement appropriate improvements;
 - 4.3.3 the steps the Defaulting Party proposes to take to avoid a recurrence of the Defect; and,
 - 4.3.4 a timeframe for the rectification of the Defect and / or implementation of appropriate improvements.
- 4.4 In consultation with the Aggrieved Party (and the other Parties where appropriate) the Joint Committee shall notify the Defaulting Party within 20 (twenty) Working Days of receipt of the Remedial Plan whether it is agreed or rejected.
- 4.5 If the Joint Committee rejects the Remedial Plan it shall give reasons in writing and the Defaulting Party shall within a further 10 (ten) Working Days propose a revised Remedial Plan.
- 4.6 Where a Remedial Plan or otherwise steps to rectify the Defect cannot be agreed or the Defect is not rectified in accordance with an agreed Remedial Plan or such other steps as may have been agreed pursuant to this clause 4 the matter shall be escalated for resolution in accordance with clause 25 (*Dispute Resolution*).
- 4.7 In the event that the provision of the Services is subject to an adverse inspection report by a Competent Authority the Lead Authority shall prepare a Remedial Plan or equivalent in accordance with this clause 4 or as may otherwise be specified by the regulator for the approval of the other Parties and the Joint Committee.
- 4.8 Where the rectification of a Defect requires a variation to this Agreement it shall be varied in accordance with clause 27 (*Variation and Waiver*).

5. MANAGEMENT OF THE SERVICES AND THE HONORARY OFFICER

- 5.1 The “Crematoria Manager” shall be responsible on a day-to-day basis for the management of the Employees, the operation of the Crematoria and the delivery of the

Services in accordance with this Agreement, the Lead Authority's Mandatory Policies, the Joint Committee Agreement and any other Relevant Agreement.

- 5.2 The Honorary Officer of the Joint Committee shall be responsible on a day-to-day basis for the line management of the Crematoria Manager and overseeing the day-to-day operational delivery of the Service in accordance with this Agreement, the Lead Authority's Mandatory Policies, the Joint Committee Agreement and any other Relevant Agreement.
- 5.3 The Honorary Officer shall be responsible for developing the operational policies, service standards and performance monitoring framework for the Services and performing such other duties as may be agreed with the Lead Authority.
- 5.4 The Honorary Officer shall report to, and act as an advisor to, the Joint Committee.
- 5.5 The Honorary Officer shall be appointed in accordance with clause 12 (*Honorary Officer*) of the Joint Committee Agreement and shall be an Officer of the Lead Authority.
- 5.6 The Lead Authority may amend terms and conditions of employment and the job description of the Officer appointed as the Honorary Officer to reflect the additional duties and responsibilities arising from or in connection with the role.
- 5.7 Costs incurred by the Lead Authority in the pursuance of clauses 5.2 to 5.6 above shall be charged to the Joint Committee budget.
- 5.8 Pursuant to clause 12 (*Honorary Officer*) of the Joint Committee Agreement the role of Honorary Officer to the Joint Committee is a salaried position and the salary and expenses of the Honorary Officer and any costs incurred by the Lead Authority in the facilitation of the role shall be paid by the Joint Committee.

6. THE JOINT COMMITTEE BUDGET, FINANCIAL CONTRIBUTIONS AND BUDGET SURPLUSES

- 6.1 The Parties intend that the provision of the Services shall require no revenue funding from the Lead Authority or the Parties to which the Lead Authority shall provide the Services on a cost recovery basis and in accordance with the approved Joint Committee budget.
- 6.2 The Lead Authority shall hold and manage the Joint Committee budget in accordance with its relevant Mandatory Policies.
- 6.3 The Joint Committee budget for the Financial Year 1 April [2023/2024] is set out at schedule 1 of this Agreement.

- 6.4 For each Financial Year the Joint Committee budget and any request for revenue funds required shall be proposed by the Joint Committee by the 1st (first) November of the preceding Financial Year) and recommended to the Councils for their approval by the 1st (first) January of the following Financial Year.
- 6.5 Where the Lead Authority proposes any changes to the arrangements for the provision of the Services which will require a financial contribution or revenue funding from the Parties the Lead Authority shall prepare a business case for the agreement of the Joint Committee and its recommendation to the Parties for approval in accordance with time frame set out in clause 6.4 above.
- 6.6 The Parties shall underwrite in equal share any deficit in the approved Joint Committee budget.
- 6.7 Any budget surplus as determined by the Joint Committee on an annual basis upon a consideration of future budget requirements shall be distributed to the Parties in equal share by such arrangements as the Joint Committee may decide.

7. HONORARY APPOINTMENTS TO THE JOINT COMMITTEE

- 7.1 Pursuant to the Joint Committee Agreement the Lead Authority or another of the Parties shall appoint as below an Officer to the following honorary roles of the Joint Committee:
- 7.1.1 clerk – who shall be an Officer of a Party other than the Lead Authority;
- 7.1.2 treasurer – who shall be an Officer of the Lead Authority;
- 7.1.3 surveyor – who shall be an Officer of a Party other than the Lead Authority;
- 7.1.4 officer – who shall be an Officer of the Lead Authority.
- 7.2 An Officer appointed to the Joint Committee in accordance with clause 7.1 above shall remain an employee of the Lead Authority or the appointing Party (as the case may be).

8. PROCUREMENT

- 8.1 The Lead Authority shall procure such goods and services as may be reasonably required for provision of the Services in accordance with its Mandatory Policies provided that such procurement is within the approved Joint Committee budget.

8.2 Where the procurement of goods or services is outside of the approved Joint Committee budget such procurement shall be subject to the approval of the Joint Committee.

8.3 The Lead Authority may charge the reasonable fees and expenses of managing any procurement to the Joint Committee on a cost recovery basis.

9. MANAGEMENT AND OPERATION OF THE HEMEL HEMPSTEAD CREMATORIUM

9.1 The Lead Authority shall manage and operate the Hemel Hempstead Crematorium on a day-to-day basis pursuant to this Agreement and the provisions of schedule 3, the Lead Authority's Mandatory Policies and any Relevant Agreement.

9.2 The Lead Authority shall ensure that its operation of the Hemel Hempstead Crematorium does not interfere with or impede the operation of the Cemetery or the provision or delivery of the cemetery services by DBC.

9.3 DBC shall ensure that its operation of the Cemetery does not interfere with or impede the Lead Authority's operation of the Hemel Hempstead Crematorium.

9.4 The Lead Authority and DBC shall respectively procure that the Crematoria Manager and the Cemetery Manager cooperate with each other and agree such day-to-day arrangements as may be necessary to ensure the provision and efficient delivery of the Services and the cemetery services in accordance with required service standards.

9.5 Any disagreement between the Crematoria Manager and the Cemetery Manager arising from or in connection with the Lead Authority's operation of the Hemel Hempstead Crematorium or DBC's operation of the Cemetery which cannot be resolved by the Crematoria Manager and the Cemetery Manager shall be escalated to the Honorary Officer and the "Strategic Director for Neighbourhood Operations" of DBC and thereafter if required the chief executive officers of the Lead Authority and DBC.

9.6 Without prejudice to the generality of this Agreement, the Joint Committee Agreement or any Relevant Agreement the Parties and the Joint Committee acknowledge and agree that the Lead Authority's day-to-day management and operation of the Hemel Hempstead Crematorium:

9.6.1 shall not create a relationship of landlord and tenant nor licensor and licensee between DBC and the Lead Authority or the Joint Committee;

9.6.2 shall not create for the Lead Authority or the Joint Committee a right of exclusive possession of the Hemel Hempstead Crematorium nor the right for the Lead Authority or the Joint Committee to exclude DBC from the Hemel

Hempstead Crematorium the overall right of control and possession of which is retained by DBC;

9.6.3 that the Lead Authority's day-to-day management and operation of the Hemel Hempstead Crematorium is personal to the Lead Authority and the Lead Authority shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other matter with any of its rights and obligations in respect thereof; and,

9.6.4 that the rights granted to the Lead Authority for the purpose of managing and operating the Hemel Hempstead Crematorium on a day-to-day basis shall be exercised only by the Lead Authority or its authorised contractors unless otherwise agreed in writing by the Joint Committee and / or DBC (as the case may be).

10. MANAGEMENT AND OPERATION OF THE WEST HERTS CREMATORIUM

10.1 The Lead Authority shall manage and operate the West Herts Crematorium on a day-to-day basis pursuant to this Agreement and the provisions set out at schedule 5, the Lead Authority's Mandatory Policies and any Relevant Agreement.

10.2 Without prejudice to the generality of this Agreement, the Joint Committee Agreement or any Relevant Agreement the Councils and the Joint Committee acknowledge and agree that the Lead Authority's day-to-day management and operation of the West Herts Crematorium on behalf of the Joint Committee:

10.2.1 shall not create a relationship of landlord and tenant nor licensor and licensee between the Lead Authority and the Joint Committee or any other of the Councils;

10.2.2 shall not create for the Joint Committee or any other of the Councils any rights of whatsoever kind over the West Herts Crematorium including without limitation as regards its possession, occupation or use or the exclusion from it of the Lead Authority;

10.2.3 that the overall right of control and possession of the West Herts Crematorium is retained by the Lead Authority;

10.2.4 that West Herts Crematorium shall be operated on behalf of the Joint Committee only by the Lead Authority or its authorised contractors shall unless otherwise agreed in writing by the Joint Committee; and,

10.2.5 that for the duration of this Agreement Lead Authority shall not grant to any third party any rights over the West Herts Crematorium which adversely affect

or may adversely affect the discharge of the Functions by the Joint Committee or the provision of the Services by the Lead Authority.

11. CREMATORIA BUSINESS RATES AND OUTGOINGS

- 11.1 Without prejudice the generality of this Agreement or the Joint Committee Agreement, the Lead Authority shall pay all existing and future rates, taxes, duties, assessments, charges and impositions, levies and outgoings whatsoever whether parliamentary, local or otherwise now and hereafter payable in law in respect of the Hemel Hempstead Crematorium and the West Herts Crematorium including for the avoidance of doubt and without limitation Business Rates.
- 11.2 Business Rates and outgoings paid by the Lead Authority in respect of the Crematoria shall be recharged to the Joint Committee budget.

12. CREMATORIA HOSTING FEE

- 12.1 DBC and TRDC shall each receive a Hosting Fee of £50,000.00 (fifty thousand pounds and zero pence) per Financial Year for the Joint Committee's use of the Hemel Hempstead Crematorium and the West Herts Crematorium respectively. Payment of the Hosting Fee shall be charged to the Joint Committee budget.
- 12.2 Payment of the Hosting Fee shall commence in the Financial Year 2026/2027 with payment of Hosting Fee arrears for the Financial Year 2024/2025 and 2025/2026 being paid over ten years between 2026 and 2036 in equal amounts. If the financial outturn of the Crematoria improves from the business case projections in any given year as a result of Business Rates being less than projected or any other factor which materially improves the business case projections, consideration shall be given by the Parties' s151 Officers and the Treasurer to early repayment of the Hosting Fee arrears who shall make appropriate recommendation to the Joint Committee for approval.
- 12.3 Except where clause 12.4 applies at each Inflation Adjustment Date, the Hosting Fee shall be adjusted by Inflation as defined with the maximum level in this Agreement. The resulting adjusted Hosting Fee shall apply until the next Inflation Adjustment Date or the Termination Date (as applicable).
- 12.4 For the Financial Years 2024/2025 and 2025/2026 the Hosting Fee shall be adjusted by an increase of 1% in each year and shall thereafter revert to Inflation as defined.
- 12.5 If the CPI is discontinued Inflation is to be calculated by reference to such other index as the Joint Committee determines is the index it considers most closely replaces the CPI, with such adjustments as are appropriate to reflect the differences between that index and the CPI.

13. EMPLOYEES AND OFFICERS

- 13.1 The Lead Authority shall recruit, employ and manage such Employees as may be required for the provision of the Services on such terms and conditions as the Lead Authority considers appropriate and in accordance with its relevant Mandatory Policies.
- 13.2 Officers appointed by the Lead Authority or another Party (as the case may be) as the honorary Clerk, Treasurer, Surveyor or Officer to the Joint Committee pursuant to clause 7 above (*Honorary Appointments to the Joint Committee*) and in accordance with the Joint Committee Agreement shall remain employed by the Lead Authority or the Party appointing them (as the case may be).
- 13.3 Where the secondment of an Officer from another Party to the Lead Authority is required such arrangements shall be agreed by the Lead Authority and the Party seconding the Officer.
- 13.4 Where a Party is seconding an Officer to the Lead Authority for the purpose of clause 13.3 above the Officer shall remain an employee of the Party seconding them and their employment shall not transfer to the Lead Authority.
- 13.5 A Party seconding an Officer for the purpose of clause 13.3 above may charge its reasonable costs and expenses in doing so to the Joint Committee budget.

14. TRANSFERRING EMPLOYEES

- 14.1 The Parties acknowledge that the provision of the Services by TRDC (as the Lead Authority) from the Service Transfer Date shall with respect to each of the Transferring Employees detailed in the table at schedule 6 be treated as a relevant transfer for the purposes of the TUPE Regulations and the Parties agree that as a consequence of that relevant transfer the contracts of employment made between TRDC and the Transferring Employees (save insofar as such contracts relate to benefits for old age, invalidity or survivors under occupational pension scheme) shall have effect from and after the Service Transfer Date as if originally made between TRDC and the Transferring Employees.
- 14.2 TRDC shall ensure that the Transferring Employees are enrolled into the Hertfordshire Pension Fund (the "Scheme") with effect from the date of the relevant transfer referred to in clause 14.1 above and shall remain eligible to be members for those who opt out after transfer.
- 14.3 The Parties agree that:
- 14.3.1 Save to the extent that it arises from the actions or omissions of TRDC, the Parties shall bear an equal share of each and every cost claim, liability

expense or demand which is properly and reasonably incurred by TRDC in connection with the employment of the Transferring Employees for every act or omission prior to the Service Transfer Date:

- (a) which is deemed to have been done or omitted to be done by or on behalf of TRDC by reason of the TUPE Regulations; or
- (b) for which TRDC is jointly and severally liable under the TUPE Regulations;

14.3.2 Save to the extent that it arises from the actions or omissions of TRDC, the Parties shall bear an equal share of all claims, liabilities, costs, demands (including all reasonable expenses associated therewith) made within 12 (twelve) months of the Service Transfer Date by or in relation to each and every employee or former employee engaged in the provision of the Services prior to the Service Transfer Date and who is not a Transferring Employee in respect of whom it is alleged their employment or any liabilities have transferred to TRDC pursuant to the TUPE Regulations;

PROVIDED THAT in the event of any such claim being made TRDC shall forthwith notify the other Parties and no agreement or settlement shall be reached or entered into by TRDC without the prior written consent of the other Parties such consent not to be unreasonably withheld or delayed.

14.4 TRDC shall be responsible for each and every cost, claim, liability, expense or demand in connection with or as the result of any failure by TRDC between the Service Transfer Date and the Termination Date to comply its legal obligations to the Employees or their representatives in respect of the employment or termination of employment of any Employees save to the extent that such failure arises out of the failure of a Future Provider to comply with its legal obligations in relation to information and consultation pursuant to Regulation 13(4) of the TUPE Regulations.

14.5 TRDC shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Employees including without limitation all wages, holiday pay, bonuses, commission, payment of PAYE, national insurance contributions, pension contributions and otherwise, from and including the Service Transfer Date until the Termination Date provided always that TRDC shall be entitled to reimbursements of its costs in complying with this clause 14.5 from the Joint Committee Budget (except as provided in clause 14.11 below).

14.6 TRDC shall within the period of twelve (12) months immediately preceding the Termination Date:

- 14.6.1 on receiving a request from the Joint Committee provide in respect of any Employee full and accurate details regarding the identity, number, age, sex, length of service, job title, grade and terms and conditions of employment of and other matters affecting each of those Employees who it is expected, if they remain in the employment of TRDC until immediately before the Termination Date, would be Returning Employees (the “Retendering Information”);
 - 14.6.2 provide the Retendering Information promptly and at no cost to the Joint Committee;
 - 14.6.3 notify the Joint Committee forthwith in writing of any material changes to the Retendering Information promptly as and when such changes arise;
 - 14.6.4 be precluded from making any material increase or decrease in the numbers of Employees without the written permission of the Joint Committee, such consent not to be unreasonably withheld or delayed;
 - 14.6.5 be precluded from making any increase in the remuneration or other change in the terms and conditions of the Employees other than in the ordinary course of business or with the Joint Committee’s prior written consent; and
 - 14.6.6 be precluded from transferring any of the Employees to another part of its operation or moving other employees from elsewhere in its operation who have not previously been employed or engaged in providing the Services to provide the Services save with the Joint Committee’s prior written consent, such consent not to be unreasonably withheld or delayed.
- 14.7 TRDC shall provide the Employee Liability Information to the Joint Committee at such time or times as are required by the TUPE Regulations, and shall warrant at the time of providing such Employee Liability Information, that such information will be updated to take account of any changes to such information as is required by TUPE Regulations.
- 14.8 TRDC shall and shall keep indemnified in full any Future Provider against all Direct Losses arising from any claim by any party as a result of TRDC failing to provide or promptly to provide the Joint Committee or any Future Provider where requested by the Joint Committee with any Retendering Information and/or Employee Liability Information or to provide full Retendering Information and/or Employee Liability Information or as a result of any material inaccuracy in or omission from the Retendering Information and/or Employee Liability Information provided that this indemnity shall not apply in respect of the Retendering Information to the extent that such information was originally provided to TRDC by the Joint Committee and was materially inaccurate or incomplete when originally provided.

14.9 On the expiry or earlier termination of this Agreement, the Parties agree that it is their intention that the TUPE Regulations shall apply in respect of the provision thereafter of any service equivalent to the Services but the position shall be determined in accordance with the Law at the date of expiry or termination as the case may be and this clause is without prejudice to such determination.

14.10 For the purposes of this clause 14 “Returning Employees” shall mean those employees wholly or mainly engaged in the provision of the Services as the case may be as immediately before the expiry or termination of this Agreement whose employment transfers to a Future Provider pursuant to the TUPE Regulations. Upon expiry or termination of this Agreement for whatever reason (such date being termed the “Return Date”), the provisions of this clause 14.10 will apply:

14.10.1 TRDC shall or shall procure that all wages, salaries and other benefits of the Returning Employees and other employees or former employees of TRDC (who have been engaged in the provision of the Services) and all PAYE tax deductions, pension contributions and national insurance contributions relating thereto are satisfied;

14.10.2 TRDC shall remain responsible for all the Employees (other than the Returning Employees) on or after the time of expiry or termination of this Agreement and shall indemnify the other Parties and any Future Provider against all cost, claim, liability, expense or demand incurred by the other Parties or any Future Provider resulting from any claim whatsoever whether arising before on or after the Return Date by or on behalf of any of TRDC’s employees who do not constitute the Returning Employees;

14.10.3 TRDC shall in respect of those Employees who constitute Returning Employees indemnify any Future Provider against all Direct Losses incurred by any Future Provider resulting from any claim whatsoever by or on behalf of any of the Returning Employees in respect of the period on or before the Return Date (whether any such claim, attributable to the period up to and on the Return Date, arises before, on or after the Return Date) including but not limited to any failure by TRDC to comply with its or their obligations under Regulations 13 and 14 of TUPE and any award of compensation under Regulation 15 of TUPE save to the extent that any such failure to comply arises as a result of an act or omission of any Future Provider;

14.10.4 if, on the expiry or earlier termination of this Agreement, all or any of the Services cease to be required by the Joint Committee such that any Employee who is wholly or mainly assigned to such Services is redundant, TRDC will bear Redundancy Costs associated with such person's redundancy subject to the Contractor or Sub-Contractor complying with the obligations described in

clause 14.10.5 (Redundancy on Expiry or Termination) provided always that TRDC shall be entitled to reimbursements of its costs in complying with this clause 14.10.4 from the Joint Committee Budget;

14.10.5 TRDC shall use all reasonable endeavours to redeploy any person who is redundant in circumstances described in clause 14.10.4 above;

14.10.6 the Parties shall procure that any Future Provider shall indemnify and keep indemnified in full TRDC against each and every cost, claim, liability, expense or demand in connection with or as the result of:

(a) any failure by the Future Provider before or after the Termination Date to comply its legal obligations in respect of the employment or termination of employment of any Returning Employees or their representatives;

(b) any proposed or actual change by the Future Provider to the Returning Employees' working conditions, terms or conditions or any proposed measures of the Future Provider which are to any of the Returning Employees' material detriment or to the material detriment of any person who would have been a Returning Employee but for their objection or resignation (or decision to treat their employment as terminated under Regulation 4(9) of the TUPE Regulations) on or before the Termination Date as a result of any such proposed changes or measures, and whether such claim arises before, on or after the Termination Date; and

(c) any claim arising out of any misrepresentation or mis statement whether negligent or otherwise made by the Future Provider to the Returning Employees or their representatives whether before on or after the Termination Date and whether liability for any such claim arises before on or after the Termination Date.

14.10.7 if the TUPE Regulations do not apply on the on the Termination Date and the Joint Committee continues to require the Services, the Parties shall procure that the Future Provider shall offer employment to the Assigned Employees on the same terms and conditions as applied immediately before the Termination Date (save in relation to any change which would otherwise be in accordance with Regulation 4(5) of TUPE) including full continuity of employment.

14.10.8 the Lead Authority shall promptly provide to the Scheme and to the successor lead authority such documents and information as may reasonably be required in advance of the Termination Date and shall fully co-operate with the reasonable requests of the Scheme and the successor lead authority relating to any administrative tasks necessary to deal with the pension rights of and

aspects of any onward transfer of any of the Returning Employees on the Termination Date.

14.11 The Lead Authority shall not without consent from the other Parties (such consent not to be unreasonably withheld or delayed) agree to exercise any discretion under the LGPS 2013 Regulations where this would result in any cost arising out of or in connection with the exercise of such discretion. Where the Lead Authority exercises a discretion without consent of the other Parties, the Lead Authority shall not be entitled to reimbursement of any cost or contribution from the Joint Committee budget.

15. ACCOMMODATION, FACILITIES, SUPPORT SERVICES AND ASSETS

15.1 In accordance with its Mandatory Policies the Lead Authority (and / or another Party in accordance with its relevant policies and in agreement with the Lead Authority) shall accommodate and make available working space, associated facilities and support services (including without limitation ICT equipment and internet connection to facilitate remote access to the Lead Authority) to Employees engaged in the provision of the Services (including as may be required by an Officer seconded or otherwise provided to the Lead Authority by another Party for the purpose).

15.2 The Lead Authority and / or another Party (as the case may be) may charge its reasonable costs in providing such accommodation, facilities and support services to the Joint Committee budget on a cost recovery basis.

15.3 Each Party shall retain its ownership or interest in any of its assets which have been utilised pursuant to this clause 15 or otherwise for the purpose of the provision of the Services.

16. INSURANCE AND INDEMNITIES

16.1 The Lead Authority shall ensure that adequate insurance cover is effected and maintained in accordance with its Mandatory Policies and notified annually to the Joint Committee and the other Parties if requested in respect of:

16.1.1 the Hemel Hempstead Crematorium (buildings and contents) in the minimum sum of £9.8 million;

16.1.2 the West Herts Crematorium (buildings and contents) in the minimum sum of £15.5 million;

16.1.3 employer's liability in the minimum sum of £10 million;

16.1.4 public liability in the minimum sum of £5 million;

16.1.5 officials indemnity in the minimum sum of £2 million; and

16.1.6 professional indemnity in the minimum sum of £2 million.

as applicable.

16.2 The Lead Authority shall notify the other Parties and the Joint Committee of any claims or legal proceedings arising from or in connection with the provision of the Services and shall institute and defend all such claims or legal proceedings as it finds reasonable to do so **PROVIDED ALWAYS** that **EXCEPT** in relation to claims or proceedings in respect of which insurances provide full indemnity and cover, the Lead Authority shall consider any advice offered by the other Parties in relation to the prosecution, defence, compromise or settlement of any proceedings taken or defended in accordance with this clause 16 to which another Party is a party in the High Court of Justice, the Court of Appeal or the Supreme Court but the Lead Authority shall not be obliged to take any step or any action that may compromise any claim under any insurance it holds.

16.3 The Lead Authority shall use its reasonable endeavours to undertake to provide the Services in such a way as to minimise third party claims for compensation, damages or otherwise for any legal liability arising from or in connection with or incidental to the provision of the Services through the negligence, default or neglect of the Lead Authority.

16.4 In the event of failure by any Party to reasonably comply with the requirements of this Agreement which results in another Party incurring additional expenditure then the Party at fault shall indemnify and reimburse the other Party for the reasonable expenditure so incurred.

16.5 For the purposes of clause 16.4 above the Party at fault shall be provided with evidence of the costs incurred by the other Party as a result of such failure.

17. ACCOUNTING, REPORTING AND SCRUTINY

17.1 The Parties agree that the provisions of clause 25 (*Accounting*) of the Joint Committee Agreement are hereby incorporated into this Agreement pursuant to which and without limitation:

17.1.1 the Joint Committee accounts shall be held by the Lead Authority in accordance with its relevant Mandatory Policies;

17.1.2 the Lead Authority shall provide such information and reports to the Joint Committee as may be required pursuant to the Joint Committee Agreement.

17.2 For the purpose of this Agreement the provisions of clause 25 (*Accounting*) of the Joint Committee Agreement shall survive the termination of the Joint Committee Agreement and remain of effect.

17.3 Without prejudice to the generality of this Agreement or the Joint Committee Agreement each Party shall apply its own overview and scrutiny arrangements or equivalent for the purpose of the overview and scrutiny of the provision of the Services.

18. TERMINATION

18.1 This Agreement may be terminated with effect from the last day of a Financial Year:

18.1.1 by the Lead Authority serving not less than 12 (twelve) months' notice in writing upon the other Parties of it ceasing to fulfil the role of lead authority; or,

18.1.2 by the Lead Authority serving notice in accordance with the Joint Committee Agreement to withdraw from the Joint Committee Agreement; or,

18.1.3 by not less than 4 (four) of the Parties (other than the Lead Authority) each serving not less than 12 (twelve) months' notice in writing on each of the other Parties; or,

18.1.4 by 4 (four) or more of the Parties serving notice to withdraw from this Agreement under clause 20 (*Withdrawal*); or,

18.1.5 as may otherwise be agreed by the Parties.

18.2 No Party may serve a notice under this clause 18 and notice served shall be deemed not to have effect where the notice expires earlier than last day of the 5th (fifth) Financial Year after the Commencement Date.

18.3 On the termination of this Agreement clause 19 (*Provisions on Termination*) shall apply.

18.4 The Parties acknowledge that the Joint Committee may be dissolved and the Joint Committee Agreement terminated as a consequence of statutory local government reorganisation in one or more of their areas pursuant to which the Parties shall, to the extent possible and without prejudice to the generality of this Agreement, any Relevant Agreement or legislation enabling the reorganisation, agree such arrangements as necessary to ensure the continuation of the discharge of the Functions and the provision of the Services by the Parties or their statutory successors.

19. PROVISIONS ON TERMINATION

19.1 Without prejudice to the Joint Committee Agreement or any Relevant Agreement unless otherwise agreed by the Parties where a notice terminating this Agreement has been served, during the Termination Period:

19.1.1 the Joint Committee shall remain convened and the Joint Committee Agreement shall remain in full force and effect unless and until it is terminated in accordance with its particular terms;

19.1.2 the Lead Authority shall continue to provide the Services and the other Parties shall continue to receive the Services pursuant to this Agreement, the Joint Committee Agreement and any Relevant Agreement and any Relevant Agreement shall remain in full force and effect unless and until terminated, novated or assigned (as the case may be) in accordance with its particular terms;

19.1.3 where the Lead Authority has terminated this Agreement pursuant to clause 18.1.1 or clause 18.1.2 the Parties in consultation with Joint Committee shall agree which one of the Parties (other than the Lead Authority) shall be the "successor lead authority" and shall fulfil the role of lead authority on and subsequent to the Termination Date upon which the Lead Authority shall cease to fulfil the role of lead authority;

19.1.4 the Parties in consultation with the Joint Committee shall agree such arrangements as may be necessary:

(a) to effect the termination of this Agreement including without limitation as may regard Employees, accommodation, support services, support staff, current and / or future liabilities, financial contributions, budget deficits or surpluses and the termination, novation or assignment (as the case may be) of any Relevant Agreement; and,

(b) for the provision of the Services (by the Lead Authority or otherwise) on and subsequent to the Termination Date.

19.2 In complying with the requirements of this clause 19 the Parties shall have regard to and comply with their liabilities and obligations under this Agreement, the Joint Committee Agreement and any Relevant Agreement and shall have regard to and effect the Lead Authority's compliance with its obligations thereunder.

19.3 Each Party will act in good faith and use its reasonable endeavours to minimise the loss or harm to the others as a result of the termination of this Agreement, and in agreeing and giving effect to arrangements for the continuing discharge of the

Functions and the Provision of the Services on and subsequent to the Termination Date.

19.4 Any rights and liabilities which vested before the termination of this Agreement shall remain so vested as if this Agreement continued.

19.5 The Parties shall share equally the costs of the termination of this Agreement.

19.6 The following provisions of this Agreement remain in full force and effect on the termination of this Agreement.

19.6.1 clause 1 (*Interpretation*)

19.6.2 clause 18 (*Termination*)

19.6.3 this clause 19 (*Provisions on Termination*)

19.6.4 clause 23 (*Confidentiality, Freedom of Information Act 2000 and the Environmental Information Regulations 2004*)

19.6.5 clause 24 (*Data Protection*)

19.6.6 clause 25 (*Dispute Resolution*)

19.6.7 clause 26 (*Entire Agreement*)

19.6.8 clause 27 (*Variation and Waiver*)

19.6.9 clause 32 (*Notice*)

19.6.10 clause 33 (*Severance*)

19.6.11 clause 35 (*Costs*)

19.6.12 clause 36 (*Governing Law and Jurisdiction*)

20. WITHDRAWAL

20.1 Except where clause 20.4 below applies a Party (other than the Lead Authority) may withdraw from this Agreement with effect from the last day of a Financial Year:

20.1.1 by serving not less than 12 (twelve) months' notice in writing upon the others;
or,

20.1.2 as may otherwise be agreed by the Parties;

PROVIDED THAT without prejudice to the Joint Committee Agreement:

- 20.1.3 where a notice is served under this clause 20 the Party serving the notice shall be deemed to be serving concurrent notice to withdraw from the Joint Committee Agreement;
 - 20.1.4 where a Party has served notice to withdraw from the Joint Committee Agreement that Party shall be deemed to have served concurrent notice to withdraw from this Agreement for the purpose of which clause 21 (*Provisions on Withdrawal*) shall apply;
 - 20.1.5 where the Lead Authority has served notice to withdraw from the Joint Committee Agreement the Lead Authority shall be deemed to have served concurrent notice to terminate this Agreement and clause 19 (*Provisions on Termination*) shall apply.
- 20.2 No Party may serve a notice under this clause 20 and notice served shall be deemed not to have effect where the notice expires earlier than the last day of the 5th (fifth) Financial Year after the Commencement Date.
- 20.3 Except where clause 20.4 below applies where a Party serves a notice to withdraw from this Agreement clause 21 (*Provisions on Withdrawal*) shall apply.
- 20.4 Where 4 (four) or more Parties serve notice to withdraw from this Agreement, this Agreement shall be deemed terminated in accordance with clause 18.1.4 (*Termination*) and clause 19 (*Provisions on Termination*) shall apply.

21. PROVISIONS ON WITHDRAWAL

- 21.1 Except where clause 20.4 above applies unless otherwise agreed by the Parties upon which a notice to withdraw from this Agreement has been served, the Joint Committee shall remain convened and this Agreement shall remain in full force and effect as regards:
- 21.1.1 the “Withdrawing Party”, for the duration of the Withdrawal Period;
 - 21.1.2 the “Remaining Parties”, until this Agreement is terminated.
- 21.2 Unless otherwise agreed by the Remaining Parties during the Withdrawal Period:
- 21.2.1 the Lead Authority shall continue to provide the Services to the Withdrawing Party (and the Remaining Parties) and the Withdrawing Parties (and the Remaining Parties) shall continue to receive the Services pursuant to this Agreement, the Joint Committee Agreement and any Relevant Agreement;

- 21.2.2 the Withdrawing Party, the Remaining Parties and the Lead Authority shall agree and implement such actions as may be necessary to effect the Withdrawing Party's withdrawal from this Agreement and the Joint Committee Agreement including without limitation as regards accommodation, support services, support staff, and current and / or future liabilities, financial contributions, budget deficits or surpluses; and
- 21.2.3 the Withdrawing Party, the Remaining Parties and the Lead Authority shall effect the withdrawal of the Withdrawing Party from any Relevant Agreement in compliance with its particular terms.
- 21.3 Except where clause 20.4 above applies, subsequent to the expiry of the Withdrawal Period the Lead Authority shall continue to provide the Services to the Remaining Parties pursuant to this Agreement and any Relevant Agreement which shall each continue in full force and effect.
- 21.4 In complying with the requirements of this clause 21 the Parties shall have regard to and comply with their liabilities and obligations under this Agreement and any Relevant Agreement and shall have regard to and effect the Lead Authority's compliance with its obligations thereunder.
- 21.5 Each Party will act in good faith and use its reasonable endeavours to minimise the loss or harm to the others as a result of a withdrawal from this Agreement, and in agreeing and giving effect to arrangements for the Lead Authority's provision of the Services subsequent to the withdrawal of the Withdrawing Party.
- 21.6 Any rights and liabilities which vested before a withdrawal from this Agreement shall remain so vested as if the withdrawal had not occurred.
- 21.7 Unless otherwise agreed by the Lead Authority and the Remaining Parties the Withdrawing Party share bear its own costs and the reasonable costs of the Lead Authority and the Remaining Parties arising from or in connection with drawing from this Agreement.

22. FORCE MAJEURE

- 22.1 None of the Parties shall be liable to each other to any extent in relation to any "Force Majeure Event" (which for this purpose shall mean a failure by any Party to fulfil its obligations under this Agreement due to reasons beyond its reasonable control). Without limiting the meaning of that expression, "reasons beyond its reasonable control" may include industrial disputes of any kind, whether involving the employees of any Party or those of any other person, government intervention, act of war and other hostilities, storm, fire, flood, theft, riot earthquake and pandemic.

22.2 As soon as any Party becomes aware that a Force Majeure Event has occurred or is likely to occur, that Party will notify the other Party. The Parties shall then agree as soon as possible what action should be taken to avoid or mitigate the effects of the Force Majeure Event.

23. CONFIDENTIALITY, FREEDOM OF INFORMATION ACT 2000 AND THE ENVIRONMENTAL INFORMATION REGULATIONS 2004

23.1 The Parties agree to respect the confidentiality of information concerning any individual or organisation which may from time to time become available to them from or in connection with this Agreement and shall safeguard it accordingly.

23.2 The Parties acknowledge that they are each subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (together the "Information Legislation") and the Parties each agree to assist and co-operate with each other (at their own expense) to enable each Party to comply with its information disclosure obligations under the Information Legislation.

24. DATA PROTECTION

24.1 Each Party shall comply with its own data protection policies and procedures and shall otherwise comply with the Data Protection Legislation.

25. DISPUTE RESOLUTION

25.1 The Parties agree that the provisions of clause 37 (*Dispute Resolution*) of the Joint Committee Agreement are hereby incorporated into this Agreement and where a dispute arises from or in connection with the provision of the Services or this Agreement it shall be managed and resolved in accordance with the provisions of clause 37 (*Dispute Resolution*) of the Joint Committee Agreement.

25.2 For the purpose of this Agreement the provisions of clause 37 (*Dispute Resolution*) of the Joint Committee Agreement shall survive the termination of the Joint Committee Agreement and remain of effect.

26. ENTIRE AGREEMENT

26.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the Parties and supersede all previous arrangements, understandings and agreements between them, whether oral or written, relating to their subject matter.

26.2 Each Party acknowledges that in entering into this Agreement, and any documents referred to in it, it does not rely on, and shall have no remedy in respect of, any

representation or warranty (whether made innocently or negligently) that is not set out in this Agreement or those documents.

26.3 Nothing in this clause 26 shall limit or exclude any liability for fraud.

27. VARIATION AND WAIVER

27.1 A variation to this Agreement shall only be valid if it has been agreed in writing and executed as a deed by duly authorised representatives of each Party.

27.2 If a Party wishes to vary this Agreement it shall serve on the other Parties a "Variation Notice" which shall set out the nature of the variation sought and the reasons for it.

27.3 If a Party receives a Variation Notice, within 28 (twenty-eight) Working Days of receipt it shall notify the other Parties in writing whether it agrees to the variation and if not, the reasons.

27.4 If the variation is agreed it shall be incorporated into this Agreement.

27.5 No waiver (whether expressed or implied) by any Party of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent a Party from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

28. NO PARTNERSHIP OR AGENCY

28.1 The Parties to this Agreement are not in partnership with each other and there is no relationship of principal and agent between them.

29. GOOD FAITH

29.1 All transactions arising from or in connection with this Agreement entered into between the Parties shall be conducted in good faith and on the basis set out or referred to in this Agreement, or as may otherwise be agreed by the Parties and, in the absence of such agreement, on an arm's length basis.

17.2 Each Party shall at all times act in good faith towards each other Party and shall use all reasonable endeavours to ensure that this Agreement is observed.

17.3 Each Party shall do all things necessary and desirable to give effect to the spirit and intention of this Agreement.

30. THIRD PARTY RIGHTS

30.1 A person who is not a Party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 except where such rights are expressly granted in this Agreement.

31. ASSIGNMENT

31.1 No Party shall assign, transfer, delegate, subcontract or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of each other Party.

32. NOTICE

32.1 References to notices or other communications under this Agreement must be in writing and shall be duly served if given by a Party’s chief executive officer (or equivalent) and served on the other Parties’ chief executive officer (or equivalent) in accordance with the following table with the date of service and method of proof being as set out in it:

Method of service	Date of service	Proof of service
Personal delivery to the chief executive officer (or equivalent)	Day of delivery.	Proof of handing to the Named Contact.
Personal delivery of a letter addressed to the chief executive officer (or equivalent) at the address for service.	Day of delivery if before 16.00 on a Working Day otherwise 10.00 on the next Working Day thereafter.	Proof of delivery.
First class letter addressed to the chief executive officer (or equivalent) at the address for service.	48 hours after posting if that is a Working Day otherwise 10.00 on the next Working Day thereafter.	Proof of posting unless returned through the Post Office undelivered service within 21 days of posting.
Email to chief executive officer (or equivalent) at the email address notified to the Parties for the service of notices.	Day of transmission if before 16.00 on a Working Day otherwise 10.00 on the next Working Day thereafter.	Transmission report showing a successful transmission to the correct email address and evidence of the email having been opened.

20.2 Each Party's address for service is the address set out at the start of this Agreement or such other address or email address as it notifies to each other Party in writing.

20.3 Each Party may change its address or email address for service by prior written notice to each other Party.

33. SEVERANCE

33.1 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

33.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the intention of the Parties.

34. COUNTERPARTS

34.1 This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each Party had signed the same document.

35. COSTS

35.1 The costs relating to the preparation, negotiation and completion of this Agreement shall be charged to the Joint Committee budget.

36. GOVERNING LAW AND JURISDICTION

36.1 This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.

36.2 The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS of the above the Parties have executed and delivered this Agreement as a Deed on the above date

SCHEDULE 1 JOINT COMMITTEE BUDGET [2023/2024]

[Place Holder]

SCHEDULE 2 HEMEL HEMPSTEAD CREMATORIUM SERVICE STANDARDS

The Services to be provided at the Hemel Hempstead Crematorium by the Lead Authority to the Councils shall be as set out below or as may otherwise be agreed by the Lead Authority and the Councils from time to time and provided for in a variation to this Agreement.

Office hours

- Monday to –Friday 9am to 4pm
- Saturday/Sunday / Public Holidays Closed

Reception services

- Trained staff offering guidance at all times
- 24 hour automated booking
- Answering machine
- Electronic mail

Garden of Remembrance opening times

- Monday to Friday 8am
- Saturday/Sunday and bank holidays 9am

Garden of Remembrance closing times

- November to February 4.30pm
- March 6pm
- April 7pm

- May to August 8pm
- September 7pm
- October 6pm

Car parking

- Capacity for 150

7 Chapel times per day Monday to Friday

- 9am start
- 3pm last service
- 60 minute duration (40 min service time)
- Additional time bookable
- Memorial service only

Saturday / Sunday / Public holiday cremation services

(subject to staff availability)

- Saturday – 9am to 3pm
- Sunday/Public Holidays – 10am to 2pm

Chapel capacity

- 140 seats

Service content

- Interdenominational
- Non-religious
- Digital music system including webcasting, service recording and visual tributes

Tribute facilities

- Flower terrace
- Donation on funeral director direction
- Flower disposal on second morning after funeral at 8am

Cremation facilities

- All performed within 72 hours of funeral service
- Outsize coffins accommodated
- Witness charging of coffins available
- Witness disposal of cremated remains available
- Despatch of remains to designated destinations

- Receipt / dispersal from other crematoria
- Retention of cremated remains
- Cremations at short notice at any reasonable time

Meeting people's needs

- Wheelchair access to all areas
- Changing Places facility
- Induction loop in chapel
- Designated WC onsite
- Wheelchair available
- Clear signage
- Provision of funeral service in Braille
- Provision of popular hymns in Braille
- Signing at cremation services
- Hindu service books

Memorial literature

- Accurate content
- Sympathetic to needs
- Distribution after cremation with permission
- User-friendly application forms
- Website

Memorial facilities

- Book of Remembrance
- Vases for use in Book of Remembrance Chapel
- Replica cards: minibooks
- Rose Bushes: Shrubs or trees
- Garden Seats: subject to availability
- Garden Memorial and Bulb Scheme

Garden of Remembrance maintenance standards (growing season)

- General maintenance / clearance and replacement to agreed monthly programme
- Woodland areas mown as required
- Roses pruned twice yearly

- Roses sprayed twice weekly during growing season
- Beds maintained weed free
- Benches cleaned as required
- Benches stripped and preservative applied
- Memorials checked for condition (ongoing)
- Notification system in place for poor memorials
- Notification system in place once memorial replaced

Communication with funeral directors and religious and non-religious officiates

- Conduct annual survey
- Provide regular updates on standards and performance
- Issuing of Service Level Agreements
- Conduct an annual meeting
- Guided tours by arrangement

Communication with the public

- Memorial literature at selected distribution points
- Guided tours by arrangement

General correspondence

- Replies within three Working Days

Complaint handling

- Acknowledgement same day
- Resolve within one week
- Exceptional circumstances within one month

SCHEDULE 3 HEMEL HEMPSTEAD CREMATORIUM OPERATIONAL ARRANGEMENTS AND PROPERTY SERVICES

As the Lead Authority TRDC on behalf of the Joint Committee shall manage and operate the Hemel Hempstead Crematorium for the purpose of providing the Services and shall deliver and perform the property services as set out below.

Except where expressly defined, any capitalised words or phrases in this schedule 3 shall have the same meaning as the same are defined in clause 1.1 of this Agreement.

For the purpose of this schedule 3 "Property" means the Hemel Hempstead Crematorium as defined in clause 1.1 of this Agreement.

1. REPAIR AND MAINTENANCE

- 1.1 To keep the Property, all additions thereto in good and substantial repair and condition.
- 1.2 Subject to DBC paying 75% (seventy-five per cent) and the Lead Authority paying 25% (twenty-five per cent) of the proper and reasonably incurred costs, to keep the Shared Access Road in good and substantial repair.
- 1.3 Subject to DBC and the Lead Authority paying an equal share of the proper and reasonably incurred costs, to keep the Car Park, Roads and Paths in good and substantial repair.
- 1.4 To keep the Outdoor Space in good and substantial repair.
- 1.5 Costs incurred by the Lead Authority pursuant to this paragraph 1 shall be recharged to the Joint Committee budget.
- 1.6 For the avoidance of doubt DBC shall at its own expense maintain in good and substantial repair the Balancing Pond access road (the Cemetery Reserved Rights).

2. ALTERATIONS

- 2.1 The Lead Authority shall not carry out structural alterations to the Property without the prior written consent of DBC and subject to such consent having been granted the approval of the Joint Committee.

3. INSURANCE

- 3.1 To effect and maintain the following insurances:
 - 3.1.1 public liability insurance;

- 3.1.2 employer's liability insurance;
- 3.1.3 plate glass insurance (if applicable);
- 3.1.4 building insurance of the Property (with reputable insurers) in the joint names of all the Councils. Such insurance shall be against loss or damage caused by any of the Insured Risks for a sum equal to the full reinstatement cost subject to:
 - 3.1.4.1 any reasonable exclusions, limitations, conditions, or excesses that may be imposed by the insurer; and,
 - 3.1.4.2 insurance being available on reasonable terms in the London insurance market.
- 3.2 If the Property or any part of it is damaged or destroyed by an "Insured Risk", the Lead Authority shall:
 - 3.2.1 promptly notify DBC and the Joint Committee and make a claim under the insurance policy for the Property;
 - 3.2.2 notify DBC and the Joint Committee immediately if the insurer indicates that the reinstatement value will not be recoverable in full under the insurance policy; and,
 - 3.2.3 promptly take such steps as may be necessary and proper to obtain all planning and other consents that are required to repair (or as the case may be) rebuild or reinstate the Property.
- 3.3 Subject to obtaining such consents as required under paragraph 3.2.3 the Lead Authority shall:
 - 3.3.1 use all insurance money received to repair the damage in respect of which the money was received or (as the case may be) to rebuild or reinstate the Property and make good any shortfall out of the Lead Authority's own monies;
 - 3.3.2 reinstate or rebuild the Property in a manner equivalent in size, quality, layout and facilities to the Property before the damage. If the relevant consents cannot be obtained then to reinstate or rebuild the Property in a manner and with facilities that are reasonably equivalent to those previously at the Property.
- 3.4 Costs incurred by the Lead Authority pursuant to this paragraph 3 shall be recharged to the Joint Committee budget.

3.5 For the purpose of this schedule 3 “Insured Risk” means except to the extent any of the following are not **insured** against at the date of the relevant damage or destruction because of an exclusion imposed by the insurers or insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Lead Authority and Dacorum Borough Council at the time the insurance policy was entered into) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the [Lead Authority decides to insure against from time to time and **Insured Risk** means any one of the **Insured** Risks.

4. OPENING AND CLOSING GATES

4.1 To open and close the gates to the Shared Access Road and the Car Park in accordance with the agreed opening and closing times and to make keys available for the access to be utilized by the Lead Authority or DBC in the case of emergency.

4. EXTERIOR SIGNAGE

5.1 To the extent not already provided, to install and maintain signage with the name of the Hemel Hempstead Crematorium and sign posting at the Property in such manner and in such place on such nameboard as DBC may reasonably designate.

6. HEALTH AND SAFETY

6.1 To ensure that all relevant health and safety requirements at the Property are met.

7. FIRE RISK ASSESSMENT

7.1 To procure and maintain at all times an appropriate and legally compliant fire risk assessment for the Property.

8. EMERGENCY EVACUATION

8.1 To work with DBC to agree, document and maintain an emergency evacuation plan for the Property

9. BUSINESS RATES AND OUTGOINGS

- 9.1 To pay (or in the absence of direct assessment on the Property to pay to DBC) on demand all existing and future rates taxes duties assessments charges and impositions levies and outgoings whatsoever whether parliamentary local or otherwise now or hereafter payable by law in respect of the Property or any part thereof by DBC or the Lead Authority including for the avoidance of doubt and without limitation Business Rates.
- 9.2 Business Rates and outgoings paid by the Lead Authority pursuant to this paragraph 9 shall be recharged to the Joint Committee budget.

10. USE OF CAR PARK

- 10.1 It is agreed and acknowledged that the spaces within the Car Park shall be used on a first come first served basis.

11. EXTERNAL LIGHTING, CCTV AND FENCING

- 11.1 To agree with DBC and the Joint Committee as appropriate a strategy for the installation of external lighting, CCTV and fencing at the Property.
- 11.2 To pay on demand a fair proportion of the cost of maintaining in good repair and condition all boundary features between the Property and the Cemetery the cost of which to the Joint Committee shall be recharged to the Joint Committee budget.

[Place Holder]

HH Crem & Poppy Fields Cemetery Site Plan

SCHEDULE 4 WEST HERTS CREMATORIUM SERVICE STANDARDS

The Services to be provided at the West Herts Crematorium by the Lead Authority to the Councils shall be as set out below or as may otherwise be agreed by the Lead Authority and the Councils from time to time and provided for in a variation to this Agreement. **Office hours**

- Monday to Saturday - 9am to 4pm
- Sunday / Public Holidays - 10am to 1pm and 2pm to 4pm

Reception services

- Trained staff offering guidance at all times
- 24 hour automated booking
- Answering machine
- Electronic mail
- Vending machines - food and drink

Garden of Remembrance opening times

- April to October: Monday to Friday - 8am to 6:30pm
- Saturday/Sunday/Public Holidays: 9am to 6:30pm
- October to March: Monday to Friday - 8am to 5pm
- October to March: Monday to Friday - 9am to 4:30pm

Car parking

- Capacity for 150
- Traffic control as required

22 Chapel times per day Monday to Friday

- 9am start
- 4pm last service
- 40 minute duration
- Additional time bookable
- Memorial service only

Saturday / Sunday / Public holiday cremation services

(subject to staff availability)

- Saturday - 9am to 3pm
- Sunday/Public Holidays - 10am to 2pm

Chapel capacity

- 120 seats North Chapel
- 50 seats North Chapel

Service content

- Interdenominational
- Non-religious
- Digital music system
- Organist

Tribute facilities

- Flower terrace
- Donation on funeral director direction
- Flower disposal on third morning after funeral at 8am

Cremation facilities

- All performed within 72 hours of funeral service
- Outsize coffins accommodated
- Witness charging of coffins available
- Witness disposal of cremated remains available
- Despatch of remains to designated destinations
- Receipt / dispersal from other crematoria
- Retention of cremated remains
- Cremations at short notice at any reasonable time

Meeting people's needs

- Wheelchair access to all areas
- Induction loop in chapels
- Designated WC onsite
- Wheelchair available
- Clear signage
- Provision of funeral service in Braille
- Provision of popular hymns in Braille
- Signing at cremation services
- Hindu service books

Memorial literature

- Accurate content
- Sympathetic to needs
- Distribution after cremation
- User-friendly application forms
- Website

Memorial facilities

- Book of Remembrance
- Digital Book of Remembrance
- Vases for use in Book of Remembrance Chapel
- Replica cards: minibooks
- Leather panel: cloister wall plaque
- Rose Bushes: Shrubs or trees
- Garden Seats: subject to availability
- Dedicated Hymn books
- Garden Memorial and Bulb Scheme

Garden of Remembrance maintenance standards (growing season)

- General maintenance / clearance and replacement to agreed monthly programme
- Woodland areas mown as required
- Roses pruned twice yearly
- Roses sprayed twice weekly during growing season
- Beds maintained weed free
- Benches cleaned as required
- Benches stripped and preservative applied
- Memorials checked for condition (ongoing)
- Notification system in place for poor memorials
- Notification system in place once memorial replaced

Communication with funeral directors and religious and non-religious officiates

- Conduct annual survey
- Provide regular updates on standards and performance
- Issuing of Service Level Agreements

- Conduct an annual meeting
- Guided tours by arrangement

Communication with the public

- Memorial literature at selected distribution points
- Guided tours by arrangement

General correspondence

- Replies within three working days

Complaint handling

- Acknowledgement same day
- Resolve within one week
- Exceptional circumstances within one month

As the Lead Authority TRDC on behalf of the Joint Committee shall manage and operate the West Herts Crematorium for the purpose of providing the Services and shall deliver and perform the property services as set out below.

Except where expressly defined, any capitalised words or phrases in this schedule 5 shall have the same meaning as the same are defined in clause 1.1 of this Agreement

1. REPAIR AND MAINTENANCE

1.1 To keep the Property and all additions thereto in good and substantial repair and condition the costs of which shall be recharged to the Joint Committee budget.

1.2 For the purpose of this schedule 5 "Property" means the West Herts Crematorium as defined in clause 1.1 of this Agreement.

2. ALTERATIONS

2.1 The Lead Authority shall not carry out structural alterations to the Property which:

2.1.1 shall or may affect the provision of the Services including without limitation the performance of its obligations under this schedule 5; and / or,

2.1.2 shall or may be charged to the Joint Committee budget;

without the prior approval of the Joint Committee.

3. INSURANCE

3.1 To effect and maintain the following insurances:

3.1.1 public liability insurance;

3.1.2 employer's liability insurance;

3.1.3 plate glass insurance (if applicable);

3.1.4 building insurance of the Property (with reputable insurers) in the joint names of the all the Parties. Such insurance shall be against loss or damage caused by any of the Insured Risks for a sum equal to the full reinstatement cost subject to:

3.1.4.1 any reasonable exclusions, limitations, conditions, or excesses that may be imposed by the insurer; and,

3.1.4.2 insurance being available on reasonable terms in the London insurance market.

- 3.2 If the Property or any part of it is damaged or destroyed by an “Insured Risk”, the Lead Authority shall:
- 3.2.1 promptly notify the Joint Committee and make a claim under the insurance policy for the Property;
 - 3.2.2 notify the Joint Committee immediately if the insurer indicates that the reinstatement value will not be recoverable in full under the insurance policy; and,
 - 3.2.3 promptly take such steps as may be necessary and proper to obtain all planning and other consents that are required to repair (or as the case may be) rebuild or reinstate the Property.
- 3.3 Subject to obtaining such consents as required under paragraph 3.2.3 the Lead Authority shall:
- 3.3.1 use all insurance money received to repair the damage in respect of which the money was received or (as the case may be) to rebuild or reinstate the Property and make good any shortfall out of the Lead Authority’s own monies;
 - 3.3.2 and facilities to the Property before the damage. If the relevant consents cannot be obtained then to reinstate or rebuild the Property in a manner and with facilities that are reasonably equivalent to those previously at the Property.
- 3.4 Costs incurred by the Lead Authority pursuant to this paragraph 3 shall be recharged to the Joint Committee budget.
- 3.5 For the purpose of this schedule 5 “Insured Risk” means except to the extent any of the following are not **insured** against at the date of the relevant damage or destruction because of an exclusion imposed by the insurers or insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Lead Authority at the time the insurance policy was entered into) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the Lead Authority decides to insure against from time to time and **Insured Risk** means any one of the **Insured Risks**.

4. OPENING AND CLOSING GATES

4.1 To open and close the gates to the Property in accordance with the agreed opening and closing times and to make keys to the gates and the Property available to TRDC (as the freeholder of the Property) to be utilized in the case of emergency.

5. EXTERIOR SIGNAGE

5.1 To the extent not already provided, to install and maintain signage with the name of the West Herts Crematorium and sign posting at the Property in such manner and in such place on such nameboard as required in accordance with the Lead Authority's Mandatory Policies.

6. HEALTH AND SAFETY

6.1 To ensure that all relevant health and safety requirements at the Property are met.

7. fire risk assessment

7.1 To procure and maintain at all times an appropriate and legally compliant fire risk assessment for the Property.

8. EMERGENCY EVACUATION

8.1 To document and maintain an emergency evacuation plan for the Property.

9. BUSINESS RATES AND OUTGOINGS

9.1 To pay all existing and future rates taxes duties assessments charges and impositions levies and outgoings whatsoever whether parliamentary local or otherwise now or hereafter payable by law in respect of the Property or any part thereof by the Lead Authority including for the avoidance of doubt and without limitation Business Rates.

9.2 Business Rates and outgoings paid by the Lead Authority pursuant to this paragraph 9 shall be recharged to the Joint Committee budget.

Annex A

[Place Holder]

West Herts Crematorium Plan

SCHEDULE 6 TRANSFERRING EMPLOYEES

The employment of the Employees detailed in the below table transferred to Three Rivers District Council on the Service Transfer Date.

**SCHEDULE 7 HEMEL HEMPSTEAD CREMATORIUM PERFORMANCE MONITORING
ARRANGEMENTS**

[Place Holder]

To be agreed and inserted within 12 months of Commencement Date

**SCHEDULE 8 WEST HERTS CREMATORIUM PERFORMANCE MONITORING
ARRANGEMENTS**

[Place Holder]

Space Saver To be agreed and inserted within 12 months of Commencement Date

The Common Seal of the
THREE RIVERS DISTRICT COUNCIL
was affixed
in the presence of

Authorised officer

The Common Seal of the
DACORUM BOROUGH COUNCIL
was affixed in the
presence of

Authorised officer

The Common Seal of the
HERTSMERE BOROUGH COUNCIL
was affixed in the
presence of

Authorised officer

The Common Seal of the
ST ALBANS CITY AND DISTRICT COUNCIL

was affixed in the
presence of

Authorised officer

The Common Seal of the
WATFORD BOROUGH COUNCIL

was affixed in the
presence of

Authorised officer

Report to: Cabinet

Date of meeting: 4th March 2024

Report author: Nicholas Egerton – Environmental Health Manager – Environment

Report sponsor: Justine Hoy – Associate Director – Health and Wellbeing

Portfolio holder: Cllr Kennedy Rodrigues

Report title: A review of fines for fixed penalty notices

Nature of report: Discussion and recommendation for referral to PH/Cabinet or Council for decision

1.0 Executive Summary

1.1 The [Environmental Offences \(Fixed Penalties\) \(Amendment\) \(England\) Regulations 2023 \(SI 2023/770\)](#) were made on 6 July 2023 and come into force on 31 July 2023. They are accompanied by an [explanatory memorandum](#). The Regulations amend the Environmental Offences (Fixed Penalties) (England) Regulations 2017 (SI 2017/1050) and the Environmental Protection Act 1990 to increase the upper limit of fixed penalty notices.

1.2 The Regulations allow local authorities to increase the maximum upper levels and the changes also affect the default values. This report recommends changes to fine levels to reflect the new regulations and priorities of the council.

2.0 Recommendations

It is recommended that we set FPNs at the following levels from 1st April 2024

Offence	Early repayment fine level	Full FPN
Littering	£75	£250
Duty of Care Residential	£250	£600
Fly tipping Offences	£250	£600

3.0 Report pathway

3.1 Next review body: *Not applicable:*

3.1.1 Indicative date: TBC

3.2 Final review body: *Cabinet*

3.2.1 Indicative date: 4 March 2024

Contact Officer:

For further info contact: Nicholas Egerton – Environmental Health
Manager - Environment

Email: nick.egerton@watford.gov.uk

Reviewed and signed off by: Justine Hoy- Associate Director – Housing &
Wellbeing.

4.0 Detailed proposal

4.1 The Council investigate complaints and proactively visit hot spot areas where criminal offences such as littering, fly tipping and waste accumulation are an issue. Responding to offences they issue FPNs, prosecute, issue formal cautions and use informal warnings and advice depending on the scale and nature of the offence.

4.2 These offences are normally defined as:

- Littering - Litter is most commonly assumed to include materials, often associated with smoking, eating and drinking, that are improperly discarded, however can be considered to include any waste up to 1 black bag.
- Fly-tipping is the 'illegal deposit of waste onto land that does not have a licence to accept it'. Anything illegally dumped that is larger than a single black bag of waste is accepted to be a fly tip, this would exclude waste that has been put out for collection as part of the councils weekly/fortnightly collections. This means, that apart from domestic waste which is collected by the council, residents have to ensure that they dispose of their other waste lawfully by either taking it themselves to a legal household recycling centre, or arranging for it to be collected by a waste carrier licensed by the Environment Agency. There are stricter controls in place with regard to waste produced by businesses. FPNs are only available for low level (small) fly tips. Larger fly tips should be dealt with via prosecution.
- Duty of Care is a legal requirement that requires residents and businesses to take all reasonable steps to ensure that waste is correctly disposed of in accordance with the Environmental Protection Act 1990. If you fail to dispose of, or carry out suitable checks for the disposal of your waste you may have failed in your duties.

- 4.3 Prior to May 2016 Enforcement options were limited to either prosecution at magistrates court with a maximum sentence of 12 months imprisonment and/or a fine of £50,000, or issuing a £75 fixed penalty notice for littering which could be applied for a small fly tip of a single black bag or less.
- 4.4 In May 2016 the Government introduced ‘The Unauthorised Deposit of Waste (Fixed Penalties) Regulations 2016’ to address small scale fly tips, which historically make up the bulk of the incidents reported to local authorities in England and Wales. The Regulations amend Section 33 of the Environmental Protection Act 1990 permitting Waste Collection Authorities to issue a “Fixed Penalty Notice” (FPN) for fly tipping offences where the authority believes an FPN is more appropriate than undertaking a prosecution.
- 4.5 The Environmental Offences (Fixed Penalties) (England) Regulations 2017 set maximum levels of fines.
- 4.6 The estimated national cost of fly-tipping to England’s economy keeps on rising having risen from £209 million in 2015 to £392 million in 2018/19. Street cleansing, including clearing up litter and fly-tipping, cost local authorities in England £743 million in 2021/22.
- 4.7 The 2017 regulations have been amended by the [Environmental Offences \(Fixed Penalties\) \(Amendment\) \(England\) Regulations 2023 \(SI 2023/770\)](#) which were made on 6 July 2023 and come into force on 31 July 2023.

The changes are as follows:

	Environmental Offences (Fixed Penalties) (England) Regulations 2017 (Min/Max fines (excluding early repayment)	Environmental Offences (Fixed Penalties) (England) Regulations 2023 (Min/Max fines (excluding early repayment)	Watford Borough Council current fees (Min/Max fines Minimum used for early repayment only)
Littering	£65-£150 (Default £75)	£65- £500 (default £100)	£50/£75
Duty of Care Residential	£200/£400	£120/£600 (Default (£200)	£200/£300
Fly tipping Offences	£150 /£400	£120/£1000 (Default £200)	£150/£300

- 4.8 As can be seen from the above there is the potential to increase the levels of fines significantly. However increasing the level of fines too much may have negative impacts on recovery rates given the current pressures on household and business finances. A balance must be achieved that recognises the significant impact environmental crimes have on our community and acts as sufficient deterrent, but equally the rates needs to be reasonable enough to encourage payment and not opting for a court hearing. Appeals against FPNs exist, and so are considered if those receiving them do not think they are warranted.
- 4.9 Watford Borough Council currently has a very high rate of payment for FPN's. Most people choose to pay the reduced early repayment fee ensuring we receive payment within 7 days. The lower level of fine reduces resources required to chase fees, and also reduces the risks of non-payment. If we significantly increase fees, in particular early repayment, it is likely to require more resources with increased legal action (prosecution) for non-payment. We would strongly recommend that we maintain a relatively low early repayment option. Experience shows that courts are highly unlikely to award fines much in excess of the maximum fine level and costs awarded rarely cover the council costs in taking cases.
- 4.10 Appendix C the number of FPN's issued verses the number of incidents. As can be seen in 2022/23 the number of FPNs issued by WBC for fly tipping was the highest in Hertfordshire. WBC was also the 2nd best performing authority when comparing the number of FPN's issued compared to the number of reported incidents. We have seen a decrease in the number of notices served for littering in the town centre and the general standards within the town have been much improved over recent years. This has been as a result of target education and targeted groups such as the college, businesses, charity shops along with other factors such as the reduction in the nighttime economy and improvements to the bin facilities within the town centre.
- 4.11 There is currently an anomaly with our current FPN's that there is a lower cost for fly-tipping early repayments than for Duty of Care offences. This is an opportunity to resolve this as it is counter intuitive.
- 4.12 Appendix A & B show FPN levels currently set within Hertfordshire. This data show that Watford Borough Council has currently amongst the lowest fine levels in the county as a result of recent increases across areas to reflect the new regulations.
- 4.13 We would recommend an increase to all fines. Proportionately increasing the full FPN amount higher than the early payment amount will enable us to

publicise the highest rate acting as a deterrent without compromising the payment rates and overall impact on council costs of administering the regime. This proposal is shown in the recommendations below.

Offence	Current national fine levels (Min/Max)	Current fine level (early repayment/M ax.)	Proposed Early repayment fine level	Proposed Full FPN fine level
Littering	£65- £500 (default £100)	£50/£75	£75	£250
Duty of Care Residential	£120/£600 (Default (£200))	£200/£300	£250	£600
Fly-tipping Offences	£120/£1000 (Default £200)	£150/£300	£250	£600

5.0 Implications

5.1 Financial

5.1.1 The Chief Finance Officer comments that FPNs are intended to contribute to the Council's costs in dealing with offences and provide a deterrent to the commitment of offences. The proposed increases reflect the Council's rising costs.

5.2 Legal issues (Monitoring Officer)

5.2.1 The Group Head of Democracy and Governance comments that the legal implications are contained within the body of the report.

5.3 Risks

Nature of risk	Consequence	Suggested control measure	Response (treat, tolerate, terminate, transfer)	Risk rating (combination of severity and likelihood)
Public perception that FPN's would be a money	Negative perception for council	Positive press release	Tolerate	4

making opportunity for WBC				
Increased FPN levels may increase the number of unpaid fines.	We may end up with greater resources required if further legal action (attending court is required)	Publication/Promotion of changes. Consider fine levels to ensure best balance of fine vs payment.	Tolerate	4
Failing to increase the fine levels may result in more non compliance and it may be more cost effective to be fined than to pay to legally dispose of items.	Increased clearance costs.	Increase fine levels as recommended	Treat	2

5.4 Equalities, Human Rights and Data Protection

5.4.1 Equalities

5.4.1.1 The recommendations in this report recommend minor changes to existing procedures and processes with the only change limited to the fine levels. All new legislation should include an equalities review before enactment to ensure it does not significantly impact on any of the protected characteristics. Watford Council is implementing changes within the existing legal framework. There are no adverse impacts or concerns are identified and therefore a full EqIA is not required

5.4.2 Human Rights

5.4.2.1 Enforcement of the Environmental Protection Act 1990 to prevent littering and fly tipping will have minor impacts on a persons human rights, however will the benefits of taking action against offenders and the improvements to the environmental outweigh any detriment to them.

5.4.3 Data Protection Impact Assessment

5.4.3.1 Having had regard to the council's obligations under the General Data Protection Regulation (GDPR) 2018, it is considered that officers are not

required to undertake a Data Processing Impact Assessment (DPIA) for this report.

5.5 Sustainability

No additional sustainability implications identified.

5.6 People Implications

No additional people implications, including training and resources identified.

5.7 Community Safety/Crime and Disorder

Section 17 of the Crime and Disorder Act 1998 requires the council to give due regard to the likely effect of the exercise of its functions on crime and disorder in its area and to do all it reasonably can to prevent these. This report aims to increase fine levels for fixed penalty notices which should act as a greater deterrent against crime.

5.8 Property

This report should not have any implications for council-owned property or assets.

6.0 Next steps should recommendations be approved

6.1 Review and change all associated information and documents (Website, FPN pads, signage, posters etc.

6.2 Promote changes via coms.

7.0 Appendices

Appendix A – Showing current FPN levels at Hertfordshire authorities for S33 and S34 Offences

Appendix B- Showing current FPN levels at Hertfordshire authorities littering Offences

Appendix C – Showing number of fly tipping incidents and number of FPN's issued per authority.

Appendix A

Authority	S.33 FPN Fly tipping		S.34 FPN Duty of Care		Additional Commentary
	Max	Min	Max	Min	
	Broxbourne	£400	£300	£300	
Dacorum	£400	£300	£344	£229	No update as of 19th October 2023
East Herts	£300	£200	£300	£300	No update as of 19th October 2023
Hertsmere	£300	£200	£300	£200	No changes planned at present
North Herts	£400	£300	£400	£300	Council leader and cabinet are pressing for FPN's to be raised to the maximum (£1000 s33, £600 s34) as of Sept 2023
St Albans	£400	£300	£300	£300	Looking at S34 - £400 - bagged waste x 3; £600 – Van load; £800 – Person or company engaged to dispose; £1,000
Stevenage	£400	£180	£400	£180	Currently under review as there is concern that the potential rise in any fine would be disproportionate to the fly-tipping we get reported
Three Rivers	£400	£300	£400	£300	No changes planned at present
Watford	£300	£150	£200	£200	Under Review
Welwyn Hatfield	£300	£200	£300	£200	No change but proposing uplift to £400/£300 for 2024/25

Appendix B

Littering		
Authority	Early Payment fine level	Full FPN
Broxbourne		
Dacorum	N/A	£88
East Herts	£50	£80
Hertsmere	£50	£75
North Herts	£50	£75
St Albans	do not issue littering FPNs	
Stevenage	£75	£50
Three Rivers	£100	£150
Watford	Under Review Currently £50	Under Review Currently £75
Welwyn	£50	£75

Last updated - 21st November
2023

Appendix C

Number of Incidents per FPN (2022/23).

Authority	FPNs	No. of Incidents	No. of incidents per FPN
Broxbourne	25	1122	45
Dacorum	21	1609	77
East Herts	5	655	131
Hertsmere	10	1105	111
North Herts	6	1420	237
St Albans	20	579	29
Stevenage	4	2900	725
Three Rivers	7	453	65
Watford	30	1168	39
Wel / Hatfield	12	3319	277

Part A

Report to: Cabinet

Date of meeting: 4th March 2024

Report author: Community Commissioning Lead

Title: Neighbourhood CIL spending report

1.0 Summary

1.1 This report recommends a total of £249,711.00 from Neighbourhood CIL is allocated and distributed between the 17 local infrastructure projects identified in this report.

2.0 Risks

2.1

Nature of risk	Consequence	Suggested Control Measures	Response (treat, tolerate, terminate or transfer)	Risk Rating (combination of severity and likelihood)
Failure to deliver any schemes from NCIL income	Reputational harm particularly in areas where new development is taking place	NCIL funds will be allocated to projects using the agreed spending programme which will be reviewed annually	Treat	4
Negative reaction from unsuccessful bidders for NCIL	Reputational harm	Hold workshops and webinars to provide guidance to bidders	Treat	4
NCIL projects will not be delivered within a reasonable timescale	Reputational harm	Approved projects will be reviewed and updated quarterly	Tolerate	9
Insufficient funds or resources to deliver the project	Project delays	Signed monitoring agreement ensures that the Council can recover any funds	Tolerate	9
The proposal of CIL to be reformed into a new consolidated infrastructure levy	Change to all existing governance arrangements	Any changes would require a lengthy transition period. This should not affect the Council's approach to spending NCIL or SCIL in the immediate term	Tolerate	4

3.0 Recommendations

3.1 Cabinet is asked to:

- a) Agree the Neighbourhood CIL Spend for 2023/24 as set out in paragraph 5.15 of this report.

Further information:

Semeta Bloomfield, Community Commissioning Lead

semeta.bloomfield@watford.gov.uk

01923 278291

Report approved by: Paul Stacey, Associate Director Communities and Environment

4.0 Background

4.1 In accordance with the CIL Regulations, the CIL monies collected from new development is divided into three pots – Strategic CIL Pot (80%) Neighbourhood CIL Pot (15%) and the remaining 5% is set aside for the administration of CIL.

4.2 The Neighbourhood CIL constitutes 15% of CIL receipts, except where there is an adopted neighbourhood plan where the allocation rises to 25%.

NCIL is defined through R59F of the CIL regulations (2010) which enables the Council to allocate a portion of CIL to be spent on local priorities, with spending of this portion subject to a wider definition:

“The charging authority may use the CIL to which this regulation applies, or cause it to be used, to support the development of the relevant area by funding-
(a) the provision, improvement, replacement, operation, or maintenance of infrastructure;
or
(b) anything that is concerned with addressing the demand that development places on an area.”

4.3 In December 2019, the Cabinet agreed that the entire borough be defined as the ‘Neighbourhood’ for the purposes of allocating the neighbourhood grant. It argued that the process should strike a balance between ensuring a significant proportion of the neighbourhood grant is spent in those areas where the impact of growth is greatest but also that other parts of the Borough are not left behind and benefit from the proceeds of growth.

4.4 It can be difficult to define growth as a term but projects should meet at least one of these statements:

- Increase or improve access to a space where there are more people in the local area (due to new housing or retail)
- Improve the community ahead of new developments happening locally
- Develop new activities and projects to serve a wider number of residents
- Mitigate an issue caused by local development (new houses or retail)
- Ensure that a particular community is not left out of benefits of local growth and expansion (skills or overcoming barriers)
- Improve access to areas where growth and opportunity have increased from other parts of the borough (e.g. transport to jobs or facilities)
- Improve accessibility where existing local space or assets will be made usable by more people locally
- Improving the opportunities of individuals to access the benefits presented by local growth

4.5 CIL funding is entirely dependent on development in the borough. The housing trajectory in Watford has programmed development up to 2038, it is a complex task to estimate how much NCIL would be collected over the trajectory period, given that there are different rates for different areas, and exemptions that apply to social housing. Similarly, the long-term future of CIL is not clear.

4.6 Government guidance states that local authorities should engage local communities and agree with them how best to spend Neighbourhood CIL, and that governance should be proportionate to the level of receipts.

4.7 We have a current balance of £1.8m of NCIL available for new projects. A pilot approach for allocating neighbourhood CIL (NCIL) was launched in June 2022. The Council have decided to call this funding stream the neighbourhood grant.

For 2023/24 a budget of £300,000 has been allocated for the neighbourhood grant.

5.0 Neighbourhood CIL

5.1 This is the second year of allocations of Neighbourhood CIL to projects in Watford. Applications for the Neighbourhood Grant were sought between 25 September and 8 December 2023.

The Neighbourhood Grant was promoted:

- Via the About Watford magazine (autumn publication) that is delivered to all Watford households
- By contacting a wide range of community groups, previous applicants and all ward councillors
- In person drop in events to provide support to those interested in applying

- Social media, article in local press and other outreach channels
- The council's website and Commonplace engagement platform

5.2 39 applications were submitted during this period from a wide variety of organisations. With at least one from each ward.

The initial due diligence stage of the assessment process required that all applications were checked against the following:

- The application meets one or more of the Neighbourhood or Council plan priorities
- The application meets the definition of infrastructure set out in the CIL regulations as outlined in section 4.2 and at least one of the growth statements as outlined in section 4.4
- The organisation is eligible to apply for funding
- The organisation has not exceeded the funding limits for the size of the organisation or type of project

5.3 21 applications did not pass the due diligence checks, a number of these projects exceeded the funding limits for the size of the organisation or project type and a small number of applications were received after the deadline.

5.4 The remaining 18 applications passed the due diligence checks and were put forward for public consultation. One application was withdrawn due to the organisation moving premises.

Demonstrating community support is a requirement of the national planning guidance. Our emerging Community and Engagement and Participant Strategy sets our ambition to focus on engaging and listening to our community. A public poll was held via the commonplace platform enabling the community to show support for the projects they would like to see delivered, this reflects the commitments made in the strategy to increasing civic participation and empower residents to be part of the decision making process.

Over 2400 people participated in the poll which was held during the first two weeks of January 2024.

5.5 Appendix B sets out the scoring matrix and criteria previously agreed by the Elected Mayor and Portfolio Holders used to fully assess all applications.

5.6 **Does the project meet CIL regulations and support the demand that development/growth places on the borough.**

All applications have been closely assessed under this legislative requirement. To meet this requirement projects must offer the provision, improvement, replacement, operation or maintenance of infrastructure or anything else that addresses the demands that development places on an area.

5.7 Does the project address one or more of the identified neighbourhood or Council plan priorities.

A key aspect of the criteria is the requirement to demonstrate how the project would contribute to the Council’s priorities. This will ensure that the Council, ward members and the community are working together to achieve these goals to best serve the borough. All projects that have been recommended for approval meet one or more of the neighbourhood or council priorities listed below:

Council Plan	Neighbourhood priorities
A council that serves our residents	Town and Local Centres
A diverse happy and healthy town	Transport and Roads
A greener brighter future	Community Spaces and Cultural Facilities
An inspiring, thriving and creative town	Parks and Green Spaces
	Sustainability and Climate Change Initiatives

5.8 Does the project benefit the local and/or the wider community in the borough

The project must have a clear broad public value, projects that demonstrate higher levels of community benefit including the wider community will be scored higher than a project that has limited or moderate local benefits.

5.9 Is the project a one-off scheme that does not require additional revenue funding in its delivery or its operation (or identifies how additional revenue funding may be met)

Applications should be self-sufficient in the maintenance of infrastructure and/or services. There should be no ongoing revenue cost to Watford Council which have not been met through the project funding or addressed within the application. Unacceptable maintenance/revenue implications that haven’t been addressed within the application form have not been recommended for approval.

5.10 Is deliverable and capable of being started within the year ahead

All applications have been scored against the level of detail provided in their project plan. The more developed project plans have received higher scores. The timely delivery of projects will benefit communities and mitigate the potential impacts of development.

5.11 Provides evidence of community support

All applications that have been recommended for approval have demonstrated some level of public support. Demonstration of public support are not limited to the public poll and

can be in the form of public petitions, outcomes of community consultations days and letters of support.

5.12 **Is value for money**

Applications that have secured alternative sources of funding (match/crowd funding) have been prioritised as this approach enables the Council to fund more projects via NCIL. Financial information has been supplied for all applications recommended for approval outlining how the funding will be used. Quotes have been supplied where applicable.

5.13 **Projects in areas that have experienced significant development and those that support the delivery of Watford’s Environmental Strategy 2023-2030 will be prioritised.**

The following wards have experienced significant development/growth since 2015, Central, Holywell, Nascot, Callowland and Vicarage, therefore applications that have the potential to mitigate the impact of growth in these wards have been prioritised.

All projects that meet the criteria listed above and support the delivery of Watford’s Environmental Strategy 2023-2030 will be prioritised.

5.14 The following 17 applications totalling £249,711.00 have passed all due diligence checks and all projects meet the agreed NCIL criteria as outlined in Appendix 2.

See **Appendix 2** for a full summary of each project

	Ward	Organisation	Project
1	Central	One YMCA	It is recommended to approve £30,000 sought by One YMCA to support the creation of an ITC suite at Charter House
2	Vicarage	Watford Borough Council	It is recommended to approve £76,018 sought by Watford Borough Council to support extensive public realm improvements to Victoria Passage
3	Callowland	Watford Community Housing	It is recommended to approve £ 12,500 sought by WCH to improve social and play space in Foxhill for children, young people and their parents and carers
4	Central	Watford & Three Rivers Trust	It is recommended to approve £17,676 sought by W3RT to improve facilities at the Barn which will enhance the organisation’s ability to support the local community during the cost of living crisis and beyond
5	Park	Watford Area Arts Forum	It is recommended to approve £3,000 sought by Watford Area Arts Forum to provide intergenerational arts and writing workshops with a focus on sustainability and the benefits of recycling

6	Vicarage	The Watford Gurdwara	It is recommended to approve £12,000 sought by The Watford Gurdwara to provide a community library
7	Multiple wards	Goods for Good (Global)	It is recommended to approve £4,842 sought by Goods for Good to pilot a 16 week project supporting residents with training and employability skills
8	Meriden	Random café	It is recommended to approve £9,840 sought by Random café to carry out works to improve accessibility
9	Park	Friends of Lanchester	It is recommended to approve £10,000 sought by Friends of Lanchester School to install a new adventure playground
10	Central	Home Start Watford & Three Rivers	It is recommended to approve £4,695 sought by Home Start Watford & Three Rivers to provide an additional family group to support socially isolated parents
11	Nascot	Nascot Residents Association	It is recommended to approve £3,000 sought by Nascot Residents association to create community sculpture
12	Nascot	Watford & District Mencap Society	It is recommended to approve £20,000 sought by Watford & District Mencap Society to build an accessible soft play building to support children and young people with learning disabilities
13	Central	Pump House Theatre and Arts Centre	It is recommended to approve £ 14,255 sought by Pump House Theatre and Arts Centre to improve accessibility
14	Vicarage	West Watford Community Association	It is recommended to approve £4,222 sought by West Watford Community Association to create a new public art installation comprising of a mural
15	Central	Watford Sheltered Workshop Ltd	It is recommended to approve £20,000 sought by Watford Sheltered Workshop Ltd to create a new mezzanine floor to accommodate additional space and increase the number of training and employment opportunities provided to local residents with disabilities
16	Callowland	West Herts ABC & Educational Support CIC	It is recommended to approve £5,000 sought by West Herts ABC & Educational Support CIC to support disadvantaged children and young people by providing two new sessions focusing on social isolation
17	Oxhey	Friends of Oxhey Park	It is recommended to approve £2,663 sought by Tasty Bean Café to purchase a defibrillator

5.15 Organisations that are awarded funding will be required to sign a funding agreement and provide quarterly monitoring reports throughout the duration of the project and submit a final impact report on completion including copies of invoices to evidence that the funds are spent appropriately.

6.0 Implications

6.1 Financial

6.1.1 The Chief Finance Officer comments that the financial implications are set out within the body of the report.

6.2 Legal Issues (Monitoring Officer)

6.2.1 The Group Head of Democracy and Governance comments that the legal implications are contained within the body of the report.

6.3 Equalities, Human Rights and Data Protection

6.3.1 The NCIL process complied with the council's Statement of Community Involvement, 2020. The Statement of Community Involvement (SCI) sets out Watford Borough Council's commitments to involving communities, local businesses and other organisations and stakeholders in the planning process. The statement will guide how we consult in the future and provide a benchmark against which community engagement will be measured.

6.3.2 Having had regard to the council's obligations under the General Data Protection Regulation (GDPR) 2018, it is considered that officers are not required to undertake a Data Processing Impact Assessment (DPIA) for this report.

6.4 Staffing

6.4.1 Current staff have undertaken the community engagement and support to encourage applications and review applications. The Community Commissioning Lead and her team will continue to deliver the NCIL work.

Appendices

Appendix 1 Funding Scoring Matrix

Appendix 2 Summary of all shortlisted projects

Background papers

The following background papers were used in the preparation of this report. If you wish to inspect or take copies of the background papers, please contact the officer named on the front page of the report.

CIL Governance Cabinet Report 18.01.2016

CIL Governance Cabinet Report

DLUHC Community Infrastructure Levy [guidance](#)

Community Infrastructure Levy [Regulations](#) 2010 (as amended)

Watford Borough Council [Local Plan](#)

Watford Borough Council [Infrastructure Delivery Plan](#)

NCIL Spending report Scoring Matrix Appendix 1

Criteria		Score out of 5	Weighted Score	Enter Comments in Support of Score
Does the project meet CIL regulations and support the demand that development/growth places on the borough	Pass/Fail			
Does the project address one or more of the identified neighbourhood priorities?	20			
Does the project benefit the local and/or the wider community in the borough?	20			
Is the project a one-off scheme that does not require additional revenue funding in its delivery or its operation (or identifies how additional revenue funding may be met)?	5			
Is the project deliverable and capable of being started within the year ahead	10			
Does the bid offer value for money?	15			

NCIL Spending report Scoring Matrix Appendix 1

Provides evidence of local community support	10			
Projects in areas that have experienced significant development and those that support the delivery of Watford's Environmental Strategy 2023-2030 will be prioritised	20			
Total	100			
Weighted score %	100%			

Appendix 2 projects recommended for funding

No:	Name of Organisation:	Description of Project:	Amount of Neighbourhood Grant (CIL) requested:
1	One YMCA	<p>To support the creation of the ITC Suite at Charter House. It will give the 150 residents of Charter House access to the same essential training, resources and facilities as their peers as they develop and progress towards employment and independent living.</p> <p>Working in partnership with Oaklands College and their Corporate Partner CAE, they will deliver formal and informal training in IT. Having a dedicated area will ensure residents receive the specialist support required to help them identify the most appropriate routes to further education, training and employment opportunities which will enable them to progress to a financially secure future.</p>	£30,000.00
2	Watford Borough Council	<p>To provide significant changes to the Victoria Passage carriageway. The proposal will create a level footpath promoting accessibility making it inclusive of all users.</p> <p>Public realm investments play an important role in connecting different parts of our town, attracting visitors, increasing footfall, and encouraging residents and workers to use sustainable modes of transport such as cycling and walking. The improvements to the public realm in Victoria Passage have the potential to create an environment in which people enjoy spending time, which helps a town centre to thrive. Providing well-designed areas has the potential to reduce anti-social behaviour such as fly tipping and crime.</p>	£76,018.00
3	Watford Community Housing	<p>To improve social and play space in Foxhill for children, young people and their parents and carers.</p> <p>The existing play space is tired and in need of some investment in line with the wider regeneration which have seen several new families move into the neighbourhoods.</p> <p>This project would provide high quality outdoor spaces for families in the locality.</p>	£12,500.00
4	Watford & Three Rivers Trust	<p>Since COVID the Barn has become a very popular centrally located community centre. It has proved to be a successful warm space for many residents. W3RT are requesting funding to improve facilities at The Barn. These improvements will help to enhance the organisation's ability to support the local community during the cost-of-living crisis and beyond.</p>	£17,676.00
5	Watford Area Arts Forum	<p>A proposal for art and writing workshops with a focus on 'the planet' sustainability and the benefits of recycling. This project is to be led by Sian Fenwick and Helen Nicell of WAAF.</p>	£3,000.00

Appendix 2 projects recommended for funding

		A series of inclusive workshops for adults and children will be held using recycled items, or items of nature.	
6	The Watford Gurdwara	To provide a phone box library. A phone box is converted into a free public library for the benefit of the community. Tesco Watford have agreed to supply unlimited free books for the library. The volunteers at the Gurdwara will 100% maintain the phone box library.	£12,000.00
7	Goods for Good (Global)	This 16-week pilot project is a collaboration between OneYMCA and Goods for Good. Its aim is to take residents from the Watford Hostel and provide them with training and employability skills. As well as gaining valuable work experience, residents will grow in confidence, develop self-efficacy and social skills.	£4,842.00
8	Random Cafe CIC	Installation of a new entrance path to the café. Older visitors can struggle to access the café because the path is uneven and becomes muddy in the rain. A new level path will make it safer and easier for older visitors, wheelchair users and people with pushchairs to visit the café.	£9,840.00
9	Friends of Lanchester	<p>The Friends of Lanchester fully funded an adventure playground which has been a great addition to the physical activity equipment for their community to enjoy.</p> <p>The area surrounding the equipment is grass and can only be used in warm and dry months which significantly limits the equipment use. Currently, the trim trail is surrounded by grass which becomes unsafe with constant use and in wet weather.</p> <p>A new hard-wearing surface would be low maintenance and provide safe areas to play outside throughout the year. The solution proposed will enable children to use the adventure playground throughout the year during playtimes, physical education lessons, after school clubs and during community events such as the summer fair.</p> <p>The school's public events are open to all so the wider community would also benefit.</p>	£10,000.00
10	Home Start Watford & Three Rivers	To provide an additional family group to serve the families supported in Central Watford. Support and friendship for parents and safe and varied play experiences for their young children.	£4,695.00

Appendix 2 projects recommended for funding

11	Nascot Residents Association	To create a sculpture to be designed by a local artist with contributions from the whole community. Emphasis will be given to local schoolchildren who, working with the artist, will be involved in helping to visualise elements of the sculpture and participate in elements of its creation. The aim is to produce a sculpture that recognises and celebrates the unique nature of the ward.	£3,000.00
12	Watford & District Mencap Society	To build an accessible soft play building within the organisation's garden for local children and young people with learning disabilities. This will be constructed with sustainable resources, and they will re-use the soft play equipment they kept from their previous facility. It will be heated, have air-conditioning and lighting. A ramp and handrail will make the building accessible for all, with the support of our trained and experienced team. The facility will also be available for use by other community groups.	£20,000.00
13	Pump House Theatre and Arts Centre	<p>To demolish the old costume shed and relocate a new costume container unit into the back of the building/car park creating access to all. Currently in its present position it is inaccessible to disabled users.</p> <p>To create improved access to lighting and sound balcony currently accessed by a vertical ladder. By creating access into the back of the balcony area this will ensure the area is easily accessible, improved access will enable training and skills opportunities to potential new lighting and sound operatives. The Pump House would also like to install an electric charger to the car park improving access to electric car users and supporting their environmental strategy and policy.</p>	£14,255.00
14	West Watford Community Association	To make the Centre more prominent within its residential area. The organisation would like to make the community centre more welcoming to local residents by installing new signage and a mural to the side of the building.	£4,222.00
15	Watford Sheltered Workshop Ltd	To create a new mezzanine level that will increase floor space by a third and enable the organisation to recruit and train approx. 20 more people with disabilities per year in both work and life skills.	£20,000.00
16	West Herts ABC & Educational Support CIC	To provide 2 new sessions per week, targeting disadvantaged children and young people (male and female) aged 11-19 (25 for those with SEN) who are new to the Callowland and Central Watford area.	£5,000.00

Appendix 2 projects recommended for funding

		These young people are lonely and isolated. They are vulnerable to influence by negative role models, which could lead to gang affiliation and anti-social behaviour.	
17	Friends of Oxhey Park	To buy a Defibrillator and lockable cabinet for the wall of the Tasty Bean Cafe in Oxhey Activity Park.	£2,663.00

Agenda Item 11

Part A

Report to: Cabinet

Date of meeting: Monday, 4 March 2024

Report author: Associate Director of Property and Asset Management

Title: Croxley Park Business Plan 2024/25

1.0 Summary

- 1.1 At the point of entering into the long lease of Croxley Business Park in July 2019, the Council and its team of advisors inherited a business plan from the Park's then owners, Columbia Threadneedle. A new business plan is required on an annual basis in order for the council to meet its own objectives and to ensure the Park delivers on the rationale behind the council's acquisition.
- 1.2 The key financial objectives that were agreed by Council at its meeting of 23rd January 2019 was that there would be a net revenue of £1.5m (unindexed) per annum delivered over the first 10 years, and thereafter £1m per annum. The capital contribution secured by the council as part of the lease agreement was to serve two primary purposes; being to fund planned and preventative maintenance across the buildings on the Park and to ensure the primary financial objective was met by acting as a reserve fund to deliver the same revenue contributions.
- 1.3 Since the council acquired the Business Park in 2019, contracted rents have grown from £9,669,940 + VAT to £13,384,418 + VAT (as of December 2023). This figure does not take into account the value of rent free periods, empty rate liabilities and any service charge caps which reduce the income received by the Council. The original financial model assumed that, from March 2023, Building 1 is let and therefore the annual revenue is currently tracking below the purchase projections and the cost of voids is higher than expected. Whilst further letting success at Building 1 has been achieved in 2023, a further two floors remain available to let.
- 1.4 To assist in any business plan formulation, over the course of 2020 a financial model was developed by the council with the assistance of Lambert Smith Hampton Investment Management (LSHIM) and Grant Thornton (GT), to allow forecasts to be made on a letting-by-letting basis across the Park, based on certain assumptions. This allows decisions to be taken by the council on letting terms, refurbishment proposals and lease events (rent reviews, lease renewals/extensions, dilapidation claims etc) that are aligned with the key financial metrics as outlined in 1.2 above but reflect market conditions that are prevailing at the time. These letting assumptions are revised within the annual Business Plan and model.

- 1.5 With the benefit of this model, the Croxley Business Park team, comprising WBC officers, LSHIM and Workman LLP have developed the Business Plan for the 2024/2025 financial year following on from the approval of the 2023/24 plan in February 2023. The Plan is updated annually and brought back to Cabinet for approval on that basis. The Plan is attached in the Part B Appendix 1.
- 1.6 As previously adopted, to allow WBC officers to actively asset manage the Park during the course of the year, it is proposed that delegated authority be granted such that lease events (including rent review, lease regears, dilapidation claims, setting of service charge budget etc) can be approved by the responsible officer, provided such approvals are in line with the tolerances set out and described in the Business Plan. The delegated authority also covers targeted capital expenditure on refurbishments proposed under the business plan subject to the aggregate spend not exceeding the Council authorised total of £7.399m. Such delegated authority will be renewed annually and will be aligned in accordance with the prevailing Business Plan as approved by Cabinet

2.0 Risks

2.1

Nature of risk	Consequence	Suggested Control Measures	Response (treat, tolerate, terminate or transfer)	Risk Rating (combination of severity and likelihood)
No Business Plan is developed and approved	There will be no means by which Finance can accurately forecast the performance of the Park	Adopt a Business Plan for each financial year	Treat	4
No Business Plan is developed and approved	Individual decisions will be taken with no ability to ensure they will meet the performance expectations	Adopt a Business Plan for each financial year	Treat	4
No Business Plan is developed and approved	Authority for entering into leases, and other lease events will be brought back to	Adopt a Business Plan for each financial year	Treat	4

	Cabinet on a frequent basis, leading to possible abortive deals			
The market moves significantly within year and the Plan is no longer relevant	The forecasts in the model will no longer be relevant/realisable.	Monitor, through the quarterly PIB reports the performance of the Park against the adopted Plan	Treat	8

3.0 Recommendations

Cabinet is asked to:

- 3.1 Approve the Business Plan for 2024/2025 as produced by LSHIM, and more particularly as attached at Appendix 1.
- 3.2 Agree the delegations to the Associate Director of Property & Asset Management as outlined in paragraph 4.5 and also set out in Appendix 1.
- 3.3 Approves the reappointment of Workman LLP as property managers for Croxley Park, as outlined in this report and more particularly as detailed within the Business Plan.
- 3.4 Approves the lease variation with Regus as outlined in this report and more particularly as detailed within the Business Plan.

Further information:

Peter Hall
peter.hall@watford.gov.uk

Report approved by: Tom Dobrashian

4.0 Detailed proposal

- 4.1 Whilst full details of the income performance is contained within the Part B Appendix, it is relevant to note the following achievements during the 2023/24 financial year.
- 4.2 The projected headline rental levels assumed at the time of purchase continue to be met where a lease event (new letting, lease renewal or rent review) has occurred.

The industrial headline rental levels are in fact outperforming the levels assumed at the time of purchase.

- 4.3 A further letting of a whole floor within Building 1 completed to De Lage Landen as part of a targeted marketing exercise and they are now in occupation of the second floor of c20,000 sq ft. However, the remaining 2 floors of c42,000sq ft remain available and are becoming a drag on the financial performance of the Park as a result of their continuing availability and the costs associated with such a void (principally empty rates and service charge).
- 4.4 It is anticipated that some occupiers will vacate the Park due to lease expiries or breaks and a further programme of targeted refurbishment works to vacated units will be required. The refurbishments proposed in the Business Plan will ensure that an appropriate level and variety of office suites/floors will be available to prospective tenants and industrial units refurbished when available to ensure product availability.

Delegations

- 4.5 Once approved by the Cabinet, this business plan will provide the Associate Director of Property & Asset Management with the authority to agree all matters within the parameters of this report, specifically items covering:

Items	Delegated Authority subject to:
New lettings	The headline rents and rent free being at, above (or not less than 90%) of the operational model assumptions in Section 1 of the business plan.
Lease renewals	The headline rents and rent free being at, above (or not less than 90%) of the operational model assumptions in Section 1 of the business plan.
Rent Reviews	The average rent over the review period being at or above (or not less than 95%) of the levels in Section 10 of the business plan.
Refurbishments	The refurbishments be committed up to the levels specified in Section 9 of the business plan, with a 15% tolerance if costs increase during the year, subject to the aggregate of all refurbishment costs not exceeding £7.399m.
Dilapidations	Dilapidations to be agreed at levels specified in Section 7, with a 15% tolerance if dilapidations assessments are marginally below these levels.
Service Charge	Approval given to authorise the budget for 1 st July 2024 – 30 th June 2025 at a tolerance of between 10% +/- from the anticipated budget of £5.0m for the 2024/25 service charge year as detailed in section 12.

Regular reports are taken to the Property Investment Board, chaired by the Portfolio Holder for Property, with proposals outlined and discussed prior to decisions being made, and with a record of delegated decisions made in the period between such meetings.

- 4.6 Items not covered by these approved delegations will be authorised on a business case basis in accordance with the council's Scheme of Delegation.

Property Management

- 4.7 At the point the council acquired the long lease interest in Croxley Park, the then property managers, Workman LLP, were reappointed. The contract for their property and asset management services is set to expire in July 2024. As a result of a direct award from a framework, it is proposed to re-appoint Workman for a further 5 year period with an option for a further two year extension. The details of the contract terms are contained within Section 16 of the Business Plan (page 26) and is supported by LSHIM.

Occupier Management - Regus

- 4.8 Watford Croxley Centre Limited (t/a Regus) have occupied a floor within Building 2 since completion in 2018. As a result initially of Covid and thereafter due to changing work patterns, Regus have suffered from continuing high levels of availability within their centre and have demonstrated that their operation on the Park is unsustainable without a rebase of the rent. Negotiations have been concluded and are detailed in section 11 of the Business Plan (page 19). This is supported by LSHIM.

5.0 Implications

5.1 Financial

- 5.1.1 The Chief Finance Officer comments that, as noted in paragraph 1.3, the current contracted rents generated from the park are below the level anticipated in the original financial model. The lease variation recommended at paragraph 3.4 will widen this gap further.
- 5.1.2 As set out in paragraph 1.2, the Council has a targeted net income of £1.500m from the investment which to date has been achieved through a contribution from the £24.000m sinking fund transferred to the Council upon acquisition of the park through the finance lease and held in earmarked reserves. The Medium Term Financial Strategy agreed by Council on 30 January 2024 included a planned reduction to the contribution from 2026/27 to £1.000m. This action was taken to

protect the reserve in order to enable the Council to manage the risks associated with the level of income derived from the business park and cost of the headlease throughout the duration of lease.

5.1.3 The £7.399m budget for capital expenditure on the park during 2024/25 is fully funded from the £68.000m capital contribution which was also received by the Council upon acquisition of the park.

5.1.4 The delegations recommended in this report will enable the proactive management of financial risks associated with the business park during 2024/25.

5.2 **Legal Issues** (Monitoring Officer)

5.2.1 The Group Head of Democracy and Governance comments that approval of the Business Plan can ensure that delegated decisions on lettings, rent reviews and refurbishments can be made promptly.

5.3 **Equalities, Human Rights and Data Protection**

5.3.1 Having had regard to the council's obligations under s149, it is considered that no Equality Impact Assessment is required.

Having had regard to the council's obligations under the General Data Protection Regulation (GDPR) 2018, it is considered that officers are not required to undertake a Data Processing Impact Assessment (DPIA) for this report.

5.4 **Staffing**

5.4.1 The modelling is being undertaken by existing team members within Finance and surveying support from within the Property & Asset Management service. No additional staffing is required as a result of adopting the Business Plan or the use of the model in order to assess the performance of the Plan.

5.5 **Accommodation**

5.5.1 There are no accommodation issues arising.

5.6 **Community Safety/Crime and Disorder**

5.6.1 There are no community safety/crime and disorder issues arising

5.7 **Sustainability**

5.7.1 A specialist Environmental Consultancy, Low Carbon Alliance (LCA) were appointed in mid-2022 to support the Council in meeting their energy reduction goals across

Croxley Park and, in due course, the wider property portfolio. LCA are leading on monitoring and measurement of energy data which will be used to set baseline energy consumption building levels. As a result, targets can be set to reduce energy levels having engaged with the tenants. In addition to these objectives LCA will make the Council aware of best practice, changing legislation and create an ESG statement / set of objectives which reflects the council's stated aims. The ongoing costs of LCA will be recovered through the annual service charge.

- 5.7.2 The Business Plan, by identifying refurbishment and other works necessary to prepare buildings for reletting, will take into account the requirements of building regulations and other statutory requirements (eg MEES legislation) prevailing at the time and any relevant works of repair will in particular consider appropriate energy efficiency measures to assist in delivering the Council's target of net carbon zero by 2030.

Appendices

Part B Appendix 1 – Croxley Park Business Plan 2024/25

Background papers

No papers were used in the preparation of this report.