

Meeting:	CABINET
Date:	19 <sup>th</sup> April 2007
Subject:	Management of the Public Mortuary at Northwick Park Hospital
Key Decision:	Yes
Responsible Officer:	Andrew Trehern, Executive Director of Urban Living
Portfolio Holder:	Councillor Susan Hall, Portfolio Holder for Public Realm and Community Safety
Status:	Part I
Encs:	Appendix 1 – Agreement for the Management of a Public Mortuary at Northwick Park Hospital

## SECTION 1 – SUMMARY AND RECOMMENDATIONS

Brent and Harrow Councils wish to continue to jointly operate and manage the Public Mortuary at Northwick Park Hospital by virtue of the Public Health Act 1936 and the Local Authorities (Goods and Services) Act 1970, under a refreshed Agreement.

### **RECOMMENDATIONS:**

The Cabinet are requested to:

1. Agree that Brent and Harrow Councils continue their arrangement whereby Brent Council shall provide services to Harrow Council under The Local Authorities (Goods and Services) Act 1970, relating to the management of the public mortuary as set out in the Agreement at Appendix 1.
2. Agree that Director of Legal and Governance Services or delegate is authorised to take all necessary steps to seal and complete the Agreement.

**REASON:** If Cabinet does not agree the recommendations the Agreement cannot be completed and alternative arrangements will need to be made for the provision of a Public Mortuary in Harrow.

## **SECTION 2 - REPORT**

### **2.0 Brief Background**

- 2.1 The Public Health Act 1936 grants local authorities the power to provide a mortuary for the reception and storage of dead bodies together with facilities for post mortem examination in their respective areas and if the Secretary of State requires, local authorities must provide a mortuary. Brent and Harrow council's are respectively required to provide a Mortuary by the Secretary of State and a provision must therefore be made.
- 2.2 The Local Authorities (Goods and Services) Act 1970 ("the LAGS Act") provides that local authorities may enter into contracts to provide goods and services to public bodies defined as such by the LAGS Act.
- 2.3 A lease dated 10 June 1982 was entered into by the then Secretary of State for Social Services and the Councils under which that Secretary demised the land described in the lease (being an area on which the Northwick Park Hospital is sited) to the Councils for a 99-year term commencing on 25 December 1981. The lease permitted the Councils to erect and operate a public mortuary on that land.
- 2.4 The Councils subsequently entered into an agreement dated 1 March 1984 for the management of the public mortuary built by the Councils at Northwick Park Hospital ("the First Agreement"). The Mortuary was operated through a consortium agreement under the First Agreement. Due to new administrative arrangements, which came into effect under the Local Government Act 2000, we are no longer able to undertake the arrangements in the manner set out in the 1984 agreement.
- 2.5 A report went to Cabinet in July 2001 asking Members what they wanted to do about the three joint committees we had with Brent and Hillingdon. It was agreed that the Mortuary should be delegated to Brent with costs and services controlled through an annual service level agreement to oversee services.
- 2.6 The draft Service Level Agreement, attached at Appendix 1, has been agreed by the Head of community Safety Services, who acts as the Harrow Commissioner, and the Head of the Cemetery & Mortuary Service at Brent. The Legal & Governance Services of each boroughs have also agreed the content of the Agreement.
- 2.7 The Councils wish to continue their arrangement whereby Brent Council shall provide services to Harrow Council under the LAGS Act relating to the management of the public mortuary as set out in this agreement which shall confirm and vary the provisions of the First Agreement.
- 2.8 The provision of a Mortuary in partnership with Brent delivers against our Corporate Priority to make Harrow Safe Sound and Supportive in enabling delivery of effective efficient services that people want. In developing this innovative partnership arrangement we are also implementing best practice to deliver joint services on a regional basis across local authorities.

### **3.0 Duration of the Agreement**

- 3.1 The Agreement shall commence on the date that it is sealed and at this time the First Agreement shall be entirely replaced by the provisions of the new Agreement. This Agreement shall continue only during the subsistence of the Lease and shall end immediately on the date that the Lease expires, being 24 December 2080 unless terminated earlier in accordance with clause 10.
- 3.2 The Agreement can be terminated by the Councils by mutual agreement at any time throughout the duration of the Agreement, or either Council may terminate the Agreement before the Expiry Date subject to giving the other Council at least 12 months' prior written notice that they wish to terminate the Agreement.

### **4.0 Management of the Mortuary**

- 4.1 From the Commencement Date, the Councils shall continue to jointly operate and manage the Mortuary by virtue of the Public Health Act 1936 in accordance with the provisions of this Agreement. The Chief Officers shall provide such advice and information to the Councils on the operation and management of the Mortuary as may be necessary. Each Council shall consider any suggestion and/or proposal by the other concerning the efficiency, the operation, the management or staffing of, and the public service provided at, the Mortuary. The Councils shall only implement any such suggestion or proposal by mutual agreement.

### **5.0 Consultation**

- 5.1 There is no relevant direct consultation on the provision of the Public Mortuary identified which is relevant to this decision. There is regular consultation with the Coroner's Office on the operation and management of the Mortuary, stakeholders and users as part of the quality management systems in place.

### **6.0 Options considered (statutory requirement for Executive-side reports)**

- 6.1 There is an obligation placed on the Council to provide a Public Mortuary and there is no discretion or alternative option in this respect. The only alternative option would be for the Council to provide a stand alone Mortuary dedicated to and operated independently by Harrow Council.
- 6.2 The 'consortium' arrangement is recognised as providing a high quality service which has been awarded ISO9000 and the Charter Mark for the Bereaved. The site is also the West London Centre in the case of a regional or significant emergency. The capacity to provide the current level of service could not be maintained by each borough acting independently.
- 6.3 The start up costs of withdrawing from the arrangement would be very significant, if a suitable location could be found, and this is not considered a viable option within current service and budgetary pressures. There has been no justification identified to make what would be a major change and introduce the inevitable risks that would follow.

## **7.0 Financial Implications**

- 7.1 The report is not seeking additional financial resources and there are no financial implications relating to the agreement of the recommendations by cabinet.
- 7.2 The financial arrangement for the costs to be attributed to each council remains the same as in the First Agreement with the net expenditure Brent Council incurs for the purposes of this Agreement in each financial year (ending on 31 March) being attributed to and borne by the Councils in proportion to the population figure of their respective areas according to the most recent population estimates issued by the Registrar General's estimate (CIPFA statistics) before each financial year.
- 7.3 The financial arrangements and controls in place are detailed in section 6 of the agreement at Appendix 1. These have been strengthened to ensure that the financial reporting is made on a regular basis to enable formal monitoring to ensure that it coincides with Harrow's budget making processes.

## **8.0 Legal Implications**

- 8.1 Pursuant to the Public Health Act 1936, the council may (and if required by the Minister shall) provide a mortuary for the reception of dead bodies before interment.
- 8.2 Two local authorities may enter into an agreement under section 1 of the Local Authorities (Goods and Services) Act 1970 for the supply or provision by one to the other of goods or materials, or any administrative, professional or technical services.
- 8.4 Before entering into such an agreement, the council must have regard to whether doing so will be likely to promote or improve the well-being of Harrow (in whole or in part) or some or all of the people within Harrow.

## **9.0 Equalities Impact consideration**

- 9.1 The Mortuary provision is strictly controlled by statutory guidance and there is little discretion in this respect. However, the service has invested in customer service and is one of a very few Mortuaries to be awarded the Charter Mark for the Bereaved, which includes strict criteria regarding meeting the needs of diverse users and religions.
- 9.2 The service is subject to Brent's Equalities Impact assessment regime on an annual basis and issue identified are built into the service development element of the annual service planning process.

## **10.0 Community Safety (s17 Crime & Disorder Act 1998)**

- 10.1 The Mortuary is fully compliant with the requirements of the Police and Criminal Evidence Act and Coroners Rules with regard to sudden or unexplained deaths and as such serves to underpin the delivery of crime reduction strategy priorities, specifically with regard to violent crime and as such directly support section 17 key objectives.

### SECTION 3 - STATUTORY OFFICER CLEARANCE

Chief Financial Officer	<input checked="" type="checkbox"/>	Carol Maduka
Monitoring Officer	<input checked="" type="checkbox"/>	Jessica Farmer

### SECTION 4 - CONTACT DETAILS AND BACKGROUND PAPERS

#### Contact

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#### **Background Papers:**

1. AGREEMENT - For the management of a public mortuary at Northwick Park Hospital - dated 1 March 1984
2. The Public Health Act 1936

**IF APPROPRIATE, does the report include the following considerations?**

1.	Consultation	Yes
2.	Corporate Priorities	Yes
3.	Manifesto Pledge Reference Number	No