

AN AGREEMENT made [] 2019 BETWEEN STAFFORDSHIRE COUNTY COUNCIL (“The County Council”) and STOKE-ON-TRENT CITY COUNCIL (“the City Council”) together known as the “Parties”

1. **INTERPRETATION**

1.1 Expressions in the left hand column of the interpretation table below shall be construed in accordance with the right hand column.

| Interpretation Table | |
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| Parties | Staffordshire County Council and Stoke-on-Trent City Council |
| Joint Committee | The Staffordshire and Stoke-on-Trent Joint Archives Committee |
| Joint Service | Staffordshire and Stoke-on-Trent Archive Service (for the administering areas of Staffordshire and Stoke-on-Trent) |
| Initial Agreement | the agreement made between the Parties and dated 28 March 1997 for the provision of the joint archive service during the period 1 April 1997 to 31 March 2000 |
| Archive Service | the provision of archive services for the purposes of the Functions pursuant to this Agreement |
| Commencement Date | [1 April] 2019 |
| Functions | the functions of the Joint Committee as set out in paragraph 3.2 |
| Role | the role of the Joint Service as set out in Appendix 1 to this Agreement |
| Standing Orders | the standing orders of the Joint Committee set out in Appendix 2 to this Agreement |
| Collecting Policy | the policy determined from time to time for acquisitions to the archive collections of the Joint Service |
| Revenue Budget | the revenue budget of the Joint Committee for the Archive Service in any year comprising the aggregate of the Core Budget and Public Service Points Budget |
| Capital Budgets | the capital budgets of the County Council and of the City Council for the Archive Service in any year |
| Budgets | the Revenue Budget and the Capital Budgets in any year |
| Core Budget | that part of the Revenue Budget (including Overheads) relating to expenditure on Core Services |
| Core Services | the professional management of the Archive Service and the preservation and conservation of the archive collections of the Joint Service |

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| Overheads | the employee costs (including on costs) of the posts primarily engaged from time to time in providing the Core Services and the costs of training, supplies, microfilming, document repair, publications, acquisitions |
| Public Service Points Budget | that part of the Revenue Budget in any year relating to expenditure on Public Services |
| Non-Agreement Items | archive services or other items relating to archive services provided or undertaken by either Party on which the expenditure incurred shall not be included in the Budgets |
| Non-Agreement Expenditure | expenditure incurred by either Party on the provision of Non-agreement Items |
| Public Service Points | the public service points specified in paragraph 4.3 for which the Joint Committee are responsible |
| Public Services | the delivery by the Joint Committee of archive services direct to the public at the Public Service Points and by the promotion of the Archive Service through Outreach Activities |
| Sites | the property (excluding the William Salt Library, Stafford) from time to time held for the purposes of the Archive Service |
| Outreach Activities | as defined from time to time by the Joint Committee in the Joint Service Access, Audience Development and Learning Policy |
| William Salt Library | the William Salt Library, Stafford administered by the County Council for the provision of services including archives by agreement with the trustees of the William Salt Library Trust. |

- 1.2 Except where the contrary intention appears, references in this Agreement to the singular shall include the plural and vice versa.
- 1.3 References to sections are to the sections 1 – 15 of this Agreement and references to paragraphs are to paragraphs within those sections.
- 1.4 References to “year” and “years” are to the financial year or years of the Parties commencing on 1 April in any year and finishing on 31 March in the following year. The last year shall end on the date upon which this Agreement terminates.
- 1.5 This Agreement shall have effect from the Commencement Date and shall continue in force in accordance with the provisions of section 9.

2. **THE JOINT COMMITTEE**

2.1 The Parties, in exercise of their powers under Section 101 and 102 of the Local Government Act 1972, Section 13 (5A) of the Local Government and Housing Act 1989 and Sections 16 and 20 of the Local Government Act 2000 and all other powers enabling them in that behalf, hereby establish and participate in a Joint Committee to discharge their Functions with regard to Archive Services to be known as the Staffordshire and Stoke-on-Trent Joint Archives Committee.

2.2 The Joint Committee shall be constituted and conduct its business in accordance with the Standing Orders.

2.3 The Joint Committee shall comprise the following membership:

(a) The County Council will appoint two members being County Councillors, who are members of the County Council's Executive as voting members of the Joint Committee.

(b) The City Council will appoint one member being a City Councillor who is, (from the date on which the City council began to operate executive arrangements under the Local Government Act 2000) a member of the City Council's Executive as a voting member of the Joint Committee.

(c) The County Council may appoint two substitutes and the City Council may appoint one substitute respectively for the voting members or member appointed under paragraph (a) or paragraph (b) one (or both in respect of the County Council) may attend as a voting member when (as the case may be) one or both of the voting members appointed under paragraph (a) or (b) is unable to attend. Each such substitute must be a County or City Councillor (as the case may be) who is himself or herself eligible to be a voting member of the Joint Committee. Such substitute(s), when not acting as substitutes, may also attend meetings of the Joint Committee in an observer capacity and may speak but not vote on any item of business.

- (d) The County Council and the City Council may appoint an elective member not being part of its executive to attend meetings of the Joint Committee in an observer capacity who may speak but not vote on any item of business.

3. **FUNCTIONS OF THE JOINT COMMITTEE**

3.1 The Parties empower the Joint Committee, subject to the Budgets approved in accordance with Section 8, to exercise the Role and discharge the Functions, on their behalf, for the geographical County area of Staffordshire in accordance with the provisions of the Local Government Acts 1972 and 1992, the Local Government (Records) Act 1962, the Public Records Acts 1958 and 1967, the Manorial Document Rules 1959, the Tithe Rules 1960, the Parochial Registers and Records Measures 1978 as amended by the Church of England (Miscellaneous Provisions) Measure 1992 and the provisions of the Standard For Record Repositories 2004.

3.2 The Functions of the Joint Committee shall be as follows:

- (a) to administer the Staffordshire Record Office, the Lichfield History Access Point, Burton-upon-Trent Family and Local History Centre) and the Stoke-on-Trent City Archives.
- (b) to make recommendations to the Parties on revenue and capital estimates for the Joint Committee;
- (c) to determine policies for and the standards of the Joint Service in accordance with the appropriate national and international standards for archives and any revision thereof;
- (d) to monitor the performance of the Joint Service by means of an annual report to the Parties and by any other reports as may be required or requested by the respective scrutiny processes of either the County Council or the City Council;
- (e) to determine the Collecting Policy and to receive reports about collecting;
- (f) to acquire other documents by loan, gift or purchase within the Collecting Policy;

- (g) to promote use of primary source material and to facilitate joint development and make the best use of resources through co-ordinated activity;
- (h) to promote and develop such specialised technical and professional services as may be necessary in the cost effective provision of the Archive Service (including, without limitation, conservation, micro-filming, information technology and publications);
- (i) to promote the Archive Service through the Public Services;
- (j) subject to paragraph 5.1, to employ in the Joint Service such staff on such service conditions as the Joint Committee may determine as will facilitate the most efficient and effective delivery of the Archive Service;
- (k) to undertake any related activities which the Joint Committee deem to be of benefit to archives in the administrative areas of Staffordshire and Stoke-on-Trent.

3.3 The Parties empower the Joint Committee to arrange the discharge of the Functions or any of them by any Ad Hoc Sub-Committee or officer of the Parties and Subsection 2 of Section 101 of the Local Government Act 1972 shall apply in relation to the Functions as it applies in relation to the functions of the Parties.

4. **OPERATION OF THE ARCHIVE SERVICE**

4.1 All archive services and items relating to the provision of archive services detailed in Appendix 3, which were in the past provided or undertaken by either Party outside the scope of the Initial Agreement, shall form an integral part of the Archive Service either in relation to the Core Services or the Public Services as the case may be.

4.2 Unless at any time during this Agreement the Parties agree otherwise, the William Salt Library shall not form part of the Archive Service. Public access to the archive collections of the William Salt Library shall be through the readers' ticket system of the Joint Service.

4.3 The Public Service Points comprise:-

- a) the Staffordshire County Record Office;
- b) the Lichfield History Access Point;
- c) the Stoke-on-Trent City Archive Service;
- d) Burton on Trent Family and Local History Centre;

5. **STAFFING**

5.1 Without prejudice to paragraph 3.2(j), the functions of the Joint Committee shall be carried out by such staff as are employed by each of the Parties on service conditions to be determined by the relevant employing Party and in accordance with the following provisions:

- a) any new Head of Archive Services will be appointed by the Joint Committee on behalf of the County Council.
- b) the Head of Archive Services and the City Council's Strategic Manager – Museums, Archives and Culture (or equivalent) will be automatically invited to participate in the interview process for the posts of the City Archivist employed by the City Council
- c) the Strategic Manager – Museums, Archives and Culture (or equivalent) will be the line manager for the City Archivist. The City Archivist will also have a professional accountability to the Head of Archive Services for the performance and operation of the professional aspects of the Joint Service in the City of Stoke-on-Trent.

5.2 In the event of this Agreement being terminated under section 9, then upon such termination the employment of any staff then employed by the Joint Committee under paragraph 3.2(j) shall transfer under TUPE (if applicable) or, if TUPE does not apply, shall transfer on the same service conditions (with any necessary changes) to whichever Party the Parties may agree.

5.3 Support service for the Joint Committee shall include the provision of financial, legal, and administrative services and such support services to the Joint Committee shall be provided by the County Council during the period of this Agreement. Support services for the Archive Service, including the provision of financial and legal services, shall be provided by the Parties. Property services will be provided by the County Council and the City Council depending on where each Site is located. Support service costs and property services costs shall be funded by the respective parties but shall be Non-Agreement Expenditure.

5.4 Specific delegated powers for officers are set out in Appendix 4.

6. **SITES**

6.1 Subject to paragraph 6.2, the Sites held by each of the Parties in accordance with the details in Appendix 5 shall continue to be held by that Party but shall be made available and maintained for the use of the Joint Committee during this Agreement. Any related contractual obligations shall be discharged by the Joint Committee and any related revenue costs shared between the Parties in accordance with section 8.

6.2 The Parties may agree to increase or reduce the number of Sites or to increase or reduce the area or capacity of any of the Sites in accordance with the provisions of this Agreement.

7. **CONTRACTS**

7.1 Every contract for the execution of work or the supply of goods or services to the Archive Service and procedures relating thereto shall comply in all respects with the financial regulations and contract standing orders of whichever Party enters into the contract.

7.2 Any conditions or liabilities under any external funding contract made prior to the Commencement Date or subsequently made during the term of this Agreement between an external funding provider (1) the Staffordshire and Stoke-on-Trent Joint Archives Committee (2) the County Council (3) and the City Council (4) relating to projects in respect of the Archive Service shall be discharged by the Joint Committee in accordance with this Agreement and, if arising after the termination of this Agreement, shall be apportioned and discharged by the County Council and the City Council in the proportions applicable to each of the Parties under paragraph 8.1 in the year of termination.

8. **FINANCIAL**

8.1 The Core Budget shall not be adjusted (either increased or decreased) by either Party in any year without the approval of the Joint Committee. The financial consequences of any adjustment of the Core Budget which is approved by the Joint Committee under this paragraph 8.1 shall be consolidated into the Revenue Budget in the year in which the adjustment takes effect and the cost or saving. (as the case may be).

8.2 In any year either Party may undertake unilaterally, without the agreement of the other Party, development of the archive services provided at any Public Service Point which is located at a Site held or to be held by that Party in the year in question provided that the cost of the proposed development is met fully by that Party in that year and that the development will not result in any ongoing revenue cost implications in any subsequent year during this Agreement.

8.3 In any year either Party may propose to make an adjustment to the funding of the Archive Services provided at any Public Service Point which is located at a Site held or to be held by that Party in the year in question.

8.4 Subject to paragraph 8.5, any proposed adjustment under paragraph 8.3 (whether involving an increase or a reduction in expenditure in the year in question), which would have ongoing revenue cost implications in any subsequent year, shall not be implemented without having been approved individually by both Parties before being considered by the Joint Committee. The financial consequences of any adjustment which is approved by both Parties and by the Joint Committee:-

(a) shall be borne solely by the Party making the adjustment in the year in which the adjustment is made and shall be consolidated into the Revenue Budget in subsequent years and the cost or saving. (as the case may be)

8.5 If in any year an adjustment proposed by either Party under paragraph 8.3 is not approved individually by both Parties and by the Joint Committee, the Party proposing to make the adjustment may proceed to make the adjustment in the year in question provided that, if it does make the adjustment, the financial consequences shall be borne solely by that Party and shall not be consolidated into the Revenue Budget in any subsequent year during this Agreement.

8.6 Subject to the preceding paragraphs of this Section 8, the proposed Budgets for each year of this Agreement shall be prepared by the County's Deputy Director of Finance and Resources in conjunction with the City Council's Director of Central Services. The Revenue Budget shall identify separately the Core Budget and Public Service Points Budget.

8.7 The proposed Budgets shall be considered by the Joint Committee at the earliest practicable date in the year preceding the year to which the Budgets relate.

8.8 Either before or after the Budgets have been approved by the Joint Committee, the Budgets will be presented to both the County Council and the City Council, which will both confirm, through a joint report of the County's Deputy Director of Finance and Resources and of the City Council's Director of Central Services to the Joint Committee before 31 March in any year, what level of funding will be available to the Joint Committee in the following year having regard to the proper application of the provisions of this Agreement. The Joint Committee will approve the Budgets accordingly.

8.9 The revenue costs of archive services and items relating to the provision of archive services under paragraph 4.1 shall be included in the Revenue Budget from the Commencement Date. A list of such Archive Services is provided at Appendix 3, the revenue costs relating shall change year on year.

- 8.10 The posts listed in Appendix 6 are the posts primarily engaged at the Commencement Date in providing the Core Services, the cost of which shall change each year.
- 8.11 Subject to the provisions of paragraph 4.2, all expenditure incurred by the County Council in administering, servicing and maintaining the William Salt Library and its archive collections and in the delivery of archive services to the public at the William Salt Library shall be Non-Agreement Expenditure.
- 8.12 The term ‘revenue costs’ shall mean the net revenue expenditure on the Joint Service in any year after deduction of fees and charges and other income, but excluding property services costs and support services costs (as referred to in paragraph 5.3) which are not controlled by the Joint Committee. Fees and charges shall be made in accordance with scales to be set by the Joint Committee for each year.
- 8.13 Any capital financing costs arising from capital developments or improvements to any Site undertaken from the Commencement Date shall be borne by the Party owning the Site in question. Unless otherwise agreed by the Parties, any purchase of archive collection material will be financed by the Archive Acquisition Reserve referred to in paragraph 8.16 below to the extent that the cost of purchase is not met from external funding sources. Similarly, any capital receipts will accrue to the Party owning the asset to which the capital receipt relates.
- 8.14 During this Agreement the Joint Service will operate under the respective financial regulations and rules of whichever of the Parties incurs any expenditure. The Budgets in each year will represent a cash limit for the Joint Service.
- 8.15 A scheme of management for the establishment of an Appropriation Reserve is set out at Appendix 7. The scheme provides a facility to carry forward into the next year any underspend of the Revenue Budget but requires firstly that the funding of any overspend of the Revenue Budget is met in any year by transfer from the appropriation reserve. If the Appropriation Reserve is insufficient to meet the overspend in any year, then the Joint Committee will consider any necessary adjustment in the Revenue Budget for the following year.

- 8.16 A scheme of management for an Archive Acquisition Reserve is set out in Appendix 8. This reserve may be increased by donations, or by transfer of funds from the Appropriation Reserve.
- 8.17 Any payment due either from the City Council to the County Council or from the County Council to the City Council in any year shall be made on 1 May and 1 November in two equal instalments based upon the approved Budgets. The invoice will be in official form and will meet Customs and Excise VAT requirements. Payment will be due within 28 days of receipt of the invoice. All sums payable by either Party to the other pursuant to this Agreement are exclusive of VAT. Each Party shall pay any VAT properly chargeable on any supply made under this Agreement.
- 8.18 The County's Deputy Director of Finance and Resources will be responsible for keeping records of income and expenditure relating to the Joint Service and will produce twice yearly monitoring reports to the Joint Committee. The City Council's Director of Central Services will provide any necessary financial information for this purpose.
- 8.19 The accounts of the Joint Committee will be included in the accounts of the Parties for audit purposes.

9. DURATION AND TERMINATION

- 9.1 This Agreement shall commence on the Commencement Date and shall continue in force for an initial period of three years thereby expiring on 31 March 2022 unless and until determined by notice under paragraph 9.3 or by mutual consent under paragraph 9.4.
- 9.2 Notwithstanding paragraph 9.1, this Agreement shall extend automatically as from 1 April 2022 for a further period of three years and thereafter shall extend automatically every three years on each third 1 April unless, prior to the expiration of each successive period of three years, either Party has served notice to terminate the Agreement under paragraph 9.3 or both Parties have agreed to its being terminated by mutual consent under paragraph 9.4.

9.3 Prior to 31 March 2022 or, as the case may be, prior to the expiration of each subsequent period of three years from that date, either Party may serve on the other Party not less than three years notice in writing to terminate the Agreement with effect from 31 March in the relevant year specified in the notice. Any notice served by either Party under this paragraph 9.3 may be withdrawn at any time prior to the expiration of the notice with the consent in writing of the other Party.

9.4 The Parties may agree in writing at any time during the currency of this Agreement to terminate the Agreement by mutual consent with effect on such date as they shall specify. The Parties may agree to terminate the Agreement by mutual consent under this paragraph 9.4 whether or not notice to terminate the Agreement has been served previously by either Party under paragraph 9.3

9.5 Following service of any notice under paragraph 9.3, or as part of any termination by mutual consent under paragraph 9.4, the Parties shall determine terms for the termination of this Agreement and more particularly in relation to the following:

- a) in accordance with paragraph 8.13 of this Agreement, the division of any capital receipts;
- b) on the basis that properties will be retained by the Party in whose geographic area they are situated, as to how any balances held will be divided;
- c) how obligations and liabilities of the Joint Committee ascertainable prior to the termination or subsequently arising shall be met by the Parties.

9.6 In the event of the Parties not having determined the terms for the termination of this Agreement three months before the termination is to take effect pursuant to this section 9 then the arbitration provisions of section 14 shall be invoked.

10. MISCELLANEOUS

Insurance

- 10.1 Any necessary compensation or other essential financial payment or legal obligation to the payment or fulfilment of which either of the Parties or any third party may become entitled as a result of or in connection with the discharge of any of the Functions shall as between the Joint Committee and the Councils be paid or fulfilled wholly by the Joint Committee and the Joint Committee shall accordingly ensure that adequate insurance cover is effected and maintained in respect of any such liability.

Civil Litigation

- 10.2 The institution and defence of necessary civil litigation by the Joint Committee arising from the exercise of the Functions shall be undertaken in a representative capacity by the County Council.

Criminal Proceedings

- 10.3 The conduct of any criminal proceedings in the Magistrates Court or the Crown Court brought by or against the Joint Committee arising out of the discharge of the Functions shall be undertaken in a representative capacity by the Party in whose area the circumstances giving rise to the proceedings occur.

11. VARIATION OF AGREEMENT

- 11.1 This Agreement may be varied at any time upon such terms as the Parties may agree.

12. NOTICES

- 12.1 Any notice to be served under this Agreement upon the County Council will be served at Staffordshire Legal Services, No. 2 Staffordshire Place, Tipping Street, Stafford ST16 2DH for the attention of the Director of Corporate Services and Solicitor to the Council. Any notice to be served under this Agreement upon the City Council will be served at the Civic Offices, Glebe Street, Hanley, Stoke-on-Trent for the attention of the Head of Legal Services.

13. INTERESTS OF MEMBERS IN CONTRACTS AND OTHER MATTERS

- 13.1 a) Every member and substitute member of the Joint Committee shall at all times comply with the principles specified in the law including those specified by the Secretary of State under Section 49 of the Local Government Act 2000 which are to govern their conduct.
- (b) Any member and substitute member of the Joint Committee who has an interest defined in the Members' Code of Conduct or his or her Council shall comply with the requirements of that Code as regards the disclosure of that interest and as regards withdrawing from participation in consequence of that interest.
- 13.2 The Secretary of the Joint Committee shall keep a record of particulars of any disclosures by members which shall be open during normal office hours for public inspection.

14. **ARBITRATION**

- 14.1 If at any time any dispute or difference shall arise between the Parties in respect of any matters arising out of this Agreement or the meaning or effect of this Agreement or anything herein contained or the rights or liabilities of any of the Parties, the same shall be referred to and settled by a single arbitrator to be appointed by the Parties but, if they cannot agree the appointment, to be nominated by The President of the Law Society for the time being.

15. **FORCE MAJEURE**

- 15.1 The Parties to this Agreement shall be released from their respective obligation under the Agreement if national emergency war prohibitive government regulations or any other cause (except strike action) beyond the control of the Parties or either or them renders the performance of this Agreement impossible.

THE ROLE OF THE JOINT SERVICE

The Role of the Joint Service is:

- a) to enable the County Council and the City Council to meet their obligations and discharge their Functions with regard to the Archive Service in accordance with the provisions of the Local Government Acts 1972 and 1992, the Local Government (Records) Act 1962, the Public Records Acts 1958 and 1967, the Manorial Documents Rules 1959, the Tithe Rules 1960 and the Parochial Registers and Records Measure 1978, as amended by the Church of England (Miscellaneous Provisions) Measure 1992;
- b) to locate, collect, preserve archive collections relating to the administrative areas of the County of Staffordshire and the City of Stoke-on-Trent.
- c) to make such collections available for consultation and research by local authorities, public and private bodies and members of the public.
- d) to promote and encourage the use of such collections by the public through a range of Outreach Activities

The Joint Service provided will be:-

- a) Public Services including (without limitation) the provision of public reading rooms/study areas to facilitate public consultation of original, microform and digitised documents, electronic access to the public to archive sources, reprographics and research services;

- b) the implementation of the Collecting Policy by acquiring archive collections by deposit, indefinite loan, gift or purchase;
- c) access to archives by the provision of cataloguing, indexing and archive information networks;
- d) specialist advice on archives to owners of documents including (without limitation) the County Council and the City Council, the Diocese of Lichfield, other local authorities in the County, private and public bodies/institutions and organisations, education establishments and members of the public;
- e) specialist storage facilities for archive collections or archival documents;
- f) specialist conservation/preservation services for archive collections;
- g) the management of, and storage and retrieval services for, the title deeds and related documents of the County Council;
- h) promotion of the Archive Service by Outreach Activities throughout the administrative areas of Staffordshire and Stoke-on-Trent and elsewhere;
- i) monitoring of the whereabouts of archives relating to the County of Staffordshire and the City of Stoke-on-Trent, which are held by third parties.

**STANDING ORDERS FOR THE
STAFFORDSHIRE AND STOKE-ON-TRENT JOINT ARCHIVES COMMITTEE**

1. Interpretation

- 1.1 The decision of the Chairman of the meeting as to the interpretation of any standing order or on any question of procedure and provided for by these standing orders shall be final. No debate may ensue thereon.

2. Meetings

- 2.1 The annual meeting of the Joint Committee in each year shall be held as soon as practicable after the annual meetings of the two Councils and not later than 30 June.
- 2.2 The Joint Committee shall between each annual meeting hold at least one ordinary meeting on such day and at such time and place as they determine provided that a meeting shall be held as soon as practicable after November of each year for the purpose of considering the Joint Committee's budget for the following year.
- 2.3 With the exception of the annual meeting and the budget meeting, the Clerk with the agreement of the Chairman and Vice Chairman may cancel any meeting of the Joint Committee if in his or her opinion insufficient business has arisen for consideration.
- 2.4 A special meeting of the Joint Committee shall be convened at any time by the Clerk upon the instructions of the Chairman and Vice Chairman.

3. Notice of Meetings

- 3.1 At least five clear days before a meeting of the Joint Committee:

- a) notice of the time and place of the intended meeting shall be published at the offices of both Councils;
- b) a summons to attend the meeting specifying business proposed to be transacted shall be sent by post to the last address given for that purpose by each member of the Joint Committee and to the Chief Executive of each Council.

3.2 Lack of service on a member of the Joint Committee of the summons referred to in section 3.1(b) above shall not affect the validity of a meeting of the Joint Committee.

3.3 Except in the case of business required by this standing order to be transacted at a meeting of the Joint Committee and other business to be brought before the meeting as a matter of urgency, of which the Chairman, Vice Chairman and the Clerk shall have prior notice and which the Chairman and Vice Chairman consider should be discussed at the meeting, no business shall be transacted at a meeting of the Joint Committee other than that specified in the summons relating thereto.

4. **Election of Chairman and Vice Chairman**

4.1 At its annual meeting the Joint Committee shall elect until the date fixed for the next following annual meeting a Chairman and Vice Chairman from amongst its voting members (on a rotating basis alternately between the two Councils) but so that the Chairman and Vice Chairman shall not be representatives of the same Council.

4.2 Each person proposed for any office shall be duly nominated and seconded by members attending the meeting before his or her name is submitted to the vote of the meeting. When there are more than two persons nominated for any appointment and of the votes given there is not an overall

majority in favour of one person, the name of the person having the least number of votes shall be struck off the list and a fresh vote shall be taken and so on until a majority of votes is given in favour of one person.

4.3 On a vacancy arising in the office of the Chairman or Vice Chairman for whatever reason the Joint Committee shall as soon as possible elect another member to hold such office until the next following annual meeting but so that the Chairman and Vice Chairman shall not be representatives of the same Council.

5. **Membership of the Joint Committee**

5.1 Each voting elected member of the Joint Committee shall be a representative of the Council by whom he or she shall have been appointed and shall hold office until the next annual meeting of the Joint Committee following his or her appointment unless he or she ceases to be a representative of the Council appointing him or her or resigns his or her membership of the Joint Committee or his or her appointment is revoked by the Council appointing him or her.

5.2 Each Council may fill any casual vacancy during any year and shall advise the Clerk of the Joint Committee within 7 days of such appointment.

5.3 The Joint Committee may at any time appoint a representative of the Diocese of Lichfield and up to a maximum of three persons representative of users of the Archive Service, depositors and of any body based within the administrative areas of Staffordshire and Stoke-on-Trent with an educational interest in the Archive Service, none of whom shall be an elected member or employee of either Council, to attend meetings of the Joint Committee in an advisory capacity during the consideration of items on Part 1 of the agenda. Each such appointment shall be for such period not exceeding three years as the Joint Committee may determine and may be renewed

at the discretion of the Joint Committee. Any such appointed adviser shall be entitled to speak but not to vote.

6. Chairman of Meeting

6.1 At each meeting of the Joint Committee the Chairman, if present, shall preside.

6.2 If the Chairman is absent from a meeting of the Joint Committee the Vice Chairman if present, shall preside.

6.3 If both the Chairman and the Vice Chairman are absent from a meeting of the Joint Committee such member of the Joint Committee shall be selected by the members present and shall preside accordingly.

7. Quorum

7.1 No business shall be transacted at any meeting of the Joint Committee unless two voting members are present including one from each Council.

7.2 If during any meeting of the Joint Committee the Chairman, after counting the number of members present, declares that there is not a quorum for the meeting then the meeting shall stand adjourned to a date and time fixed by the Chairman or, in the absence of a date and time being fixed, to the next ordinary meeting of the Joint Committee to which the consideration of any business not transacted shall be referred.

8. **Order of Business**

8.1 At every meeting of the Joint Committee the order of business shall be to select a person to preside if the Chairman or Vice Chairman are absent and thereafter shall be in accordance with the order specified in the notice of the meeting except that such order may be varied either by the Chairman at his or her discretion or on a request agreed to by the Joint Committee.

9. **Minutes**

9.1 Minutes of the proceedings of a meeting of the Joint Committee shall be drawn up and entered into a book kept for the purpose and shall be signed at the next meeting of the Joint Committee by the person presiding thereat and any minute purporting to be so signed shall be received in evidence without further proof.

9.2 Notwithstanding anything in any enactment or rule of law to the contrary, the minutes of the proceedings of meetings of the Joint Committee may be recorded on loose leaves consecutively numbered, the minutes of any meeting being signed and each leaf comprising those minutes being initialled at the same or next following meeting of the Joint Committee by the person presiding thereat and any minute purporting to be so signed shall be received in evidence without further proof.

9.3 Until the contrary is proved a meeting of the Joint Committee, a minute of whose proceedings has been made and signed in accordance with this paragraph shall be deemed to have been duly convened and held and all members present at the meeting shall be deemed to have been duly qualified.

9.4 The Chairman shall move "That the minutes of the meeting of the Joint Committee held on ... be signed as a correct record". If the accuracy is not questioned the Chairman shall sign the minutes.

10. **Discussion Affecting Persons Serving or Under the Control of the Joint Committee**

10.1 If any question arises at a meeting of the Joint Committee as to the appointment, promotion, dismissal, salary, superannuation or conditions of service or as to the conduct of any officer serving or under the control of the Joint Committee, such question shall not be the subject of discussion until the Joint Committee has decided whether or not the power of exclusion of the public under Sections 100A to 100K of the Local Government Act 1971 shall be exercised.

11. **Voting**

11.1 The mode of voting at meetings of the Joint Committee shall be a show of hands.

12. **Interests of Members in Contracts and Other Matters**

12.1 (a) Every Member and substitute Member of the Joint Committee shall at all times comply with the principles specified in law, including those specified by the Secretary of State under Section 49 of the Local Government Act 2000, which are to govern their conduct.

(b) Any Member and substitute Member of the Joint Committee who has an interest defined in the Members' Code of Conduct or his or her Council shall comply with the requirements of that Code as regards the disclosure of that interest and as regards withdrawing from participation in consequence of that interest.

12.2 The Clerk of the Joint Committee shall keep a record of particulars of any disclosures by members which shall be open during normal office hours for public inspection.

13. Interests of Officers in Contracts

13.1 The Clerk shall keep a record of particulars of any notice given by an officer of the Joint Committee under Section 117 of the Local Government Act 1972 of a pecuniary interest in a contract which records shall be open during normal office hours for public inspection.

14. Expression of Dissent

14.1 No expression of dissent shall be entered in the minutes of the Joint Committee. Any one member may demand that named vote be taken.

15. Canvassing of and Recommendations by Members

15.1 Canvassing of members of the Joint Committee directly or indirectly for any appointment under the control of the Joint Committee shall disqualify the candidate concerned for the appointment. The effect of this order should appear in every advertisement inviting applications for appointment.

15.2 A member of the Joint Committee shall not solicit for any person any appointment under the control of the Joint Committee but this shall not preclude a member from giving a written testimonial of a candidate's ability, experience or character for submission to the Joint Committee with an application for appointment.

16. Relatives of Members or Officers

16.1 A candidate for any appointment under the control of the Joint Committee who knows that he/she is related to any member or officer of the Joint Committee shall when making application disclose that relationship to the officer to whom the application for appointment is required to be

submitted. A candidate who fails to disclose such relationship will be disqualified from the appointment and if appointed shall be liable to dismissal without notice. Every member or officer of the Joint Committee shall disclose to the Clerk any relationship known to exist between that officer and any person whom he/she knows is a candidate for a post under the control of the Joint Committee. The Clerk shall report to the Committee any such disclosures.

16.2 For the purposes of this standing order relative means husband or wife, parent or child, grandparent or grandchild, brother or sister, uncle or aunt, nephew or niece or if any of these relationships to the married partner of the candidate.

17. **Disturbances at Meetings**

17.1 If a member of the public interrupts the proceedings of any meeting the Chairman shall warn that person. If the interruption continues the Chairman shall order the person's removal from the meeting room.

17.2 In the case of general disturbance in any part of that meeting room open to the public the Chairman shall order that part to be cleared.

17.3 If a member of the Joint Committee in the opinion of the Chairman behaves improperly or offensively or deliberately obstructs business the Chairman shall warn that person. If the member continues to behave improperly the Chairman or any member may move that either the member leave the meeting or that the meeting is adjourned for a specified period.

18. **Variation and Revocation of Standing Orders**

18.1 Any addition, variation or revocation of these standing orders shall when proposed and seconded stand adjourned without discussion to the next ordinary meeting of the Joint Committee, provided

that this standing order shall not apply to any review of standing orders at the annual meeting of the Joint Committee. Any addition, variation or revocation shall be referred to each of the two Councils for their approval.

19. Suspension of Standing Orders

19.1 Any standing order may be suspended for all or part of the business of a meeting of the Joint Committee at which suspension is moved. Such a motion cannot be removed unless three members are present including one from each Council nor can such a motion be moved if the effect of suspending standing orders would be in conflict with the terms of any agreement entered into by the Councils.

20. Rescission of Previous Resolutions

20.1 No motion to rescind any resolution passed within the preceding six months nor any motion to the same effect as any motion negative within the preceding six months shall be in order unless the notice of such motion shall have been given and specified in the summons and the notice shall bear, in addition to the name of the member who proposed the motion, the name of three members. When any such motion has been disposed of by the Joint Committee it shall not be open to any member to propose a similar motion within a further period of six months.

**ARCHIVE SERVICES AND ITEMS TO BE INCLUDED IN THE
JOINT ARCHIVE COMMITTEE'S REVENUE BUDGET**

Archive Services and Items

Staffordshire County Council

Office Costs
Staffing and Training Costs
Annual Burton Office Staff Cost Reimbursement
Fees & Charges Income
General Sales Income
Miscellaneous Income (i.e. Donations)

Stoke-on-Trent City Council

Computer and office costs
Archive staffing costs
Training

DELEGATION OF POWERS TO OFFICERS

1. Subject to compliance with the Standing Orders and to any regulations and resolutions of or applicable to the Joint Committee, officers are hereby authorised to act on behalf of the Joint Committee as regards any of the Functions. The officers who are from time to time the holders of the posts specified below are authorised to act on behalf of the Joint Committee as regards the matters hereby delegated to them.
2. In the Functions a reference to any Act of Parliament shall be deemed to include a reference to any subsequent Act or Acts which may amend or replace the same and to any statutory regulations order or directions made thereafter.
3. The exercise of any delegated authority shall be in general accordance with established Joint Committee policy and approved Budgets.

ARCHIVIST TO THE JOINT COMMITTEE

4. The Head of Archive Service is authorised:-
 - (a) to represent the Joint Committee at relevant Committees, conferences and meetings of national, regional and local bodies in accordance with the interests of the Joint Committee.
 - (b) to act in consultation with the Chairman and Vice Chairman on behalf of the Joint Committee in cases of urgency, such action to be reported to the first appropriate meeting of the Joint Committee.

CLERK TO THE JOINT COMMITTEE

5. The Clerk to the Joint Committee is authorised:-
 - (a) to sign on behalf of the Joint Committee any document necessary to give effect to any resolution of the Joint Committee.
 - (b) to sign any document which is a necessary step in any legal procedure or proceedings.

TREASURER TO THE JOINT COMMITTEE

6. The Treasurer to the Joint Committee is authorised to produce the Budgets estimates and the accounts of the Joint Committee.

PROPERTY SERVICES OFFICERS TO THE JOINT COMMITTEE

7. The Property Services Officers to the Joint Committee are authorised to produce reports about the maintenance and repair requirements for the Sites.

SITES

County Council Held Sites

The Staffordshire County Record Office

Lichfield History Access Point

The Burton-upon-Trent Family and Local History Centre

Beaconside Out-Storage Premises

City Council Held Sites

City Central Library Archive Services

CORE BUDGET

Employees (incl. NI & Super)

Staffordshire County Council

Head of Archives Service

Archivist – Collections Management

Senior Archivist Collections Development

Senior Conservator

Conservator

Stoke City Council

City Archivist

Employee Costs

Training

Supplies and Services

Document repair

Publications

APPROPRIATION RESERVE MANAGEMENT SCHEME**1. Purpose of Reserve**

1.1 The purpose of the appropriation reserve is to hold accumulated surpluses of the Joint Committee which can be made available, subject to the approval of the Joint Committee to:-

- (a) Meet any deficits arising on the Revenue Budget
- (b) Set aside sums for future capital investment purposes
- (c) Finance any other specified use approved by the Joint Committee.

2. Operation of the Reserve

2.1 The appropriation reserve shall be under the control of the Joint Committee. The Joint Committee may give approval to the use of the reserve for the purposes of the Functions.

3. Investment of Reserve Balance

3.1 The Treasurer to the Joint Committee is authorised to invest balances from time to time either internally or externally in an approved investment as appropriate.

4. Contribution to the Reserve

- 4.1 Where the Archive Service underspends the Revenue Budget in any year the balance may be transferred to the Appropriation Reserve.

5. Payments to be met from the Reserve

- 5.1 No direct payments are to be made from the Archive Appropriations Reserve.

6. Management of the Scheme

- 6.1 The Treasurer to the Joint Committee is authorised to make the accounting entries necessary to achieve the purposes of the Archive Acquisitions Reserve in accordance with proper accounting practices.

7. Amendment to the Scheme

- 7.1 The Joint Committee may request the Parties to amend the scheme at any time. Any such amendment would have to be approved by both Parties.

ARCHIVE ACQUISITION RESERVE MANAGEMENT SCHEME

1. Purpose of Reserve

- 1.1 The purpose of the Archive Acquisitions Reserve is to provide a source of funds available to finance archive acquisitions.

2. Operation of the Reserve

- 2.1 The Archive Acquisitions Reserve shall be under the control of the Joint Committee. The Joint Committee may give approval to finance an acquisition from the reserve provided the proposed expenditure relates to the procurement of archive material. Approval to any proposal will allow the approved amount to be transferred from the reserve to the appropriate heading in the Revenue Budget.

3. Investment of Reserve Balance

- 3.1 The Treasurer to the Joint Committee is authorised to invest balances from time to time either internally or externally in an approved investment as appropriate.

4. Contributions to the Reserve

- 4.1 Contributions may be made to the Archive Acquisitions Reserve from time to time from the Revenue Budget subject to specific approval from the Joint Committee and subject to compliance with legislation.

4.2 Donations from other bodies/persons may be placed in the Archive Acquisitions Reserve upon the understanding that they are to be used for the purchase of archive material at some future date. The Joint Committee shall approve the treatment of all such donations.

5. Payments to be met from the Reserve

5.1 No direct payments are to be made from the Archive Acquisitions Reserve.

6. Management of the Scheme

6.1 The Treasurer to the Joint Committee is authorised to make the accounting entries necessary to achieve the purposes of the Archive Acquisitions Reserve in accordance with proper accounting practices.

7. Amendment to the Scheme

7.1 The Joint Committee may request the Parties to amend the scheme at any time. Any such amendment would have to be approved by both Parties.

IN WITNESS of which the Parties have caused their respective Corporate and
Common Seals to be affixed to this Agreement as a Deed the day and year first before
written:-

THE CORPORATE SEAL of the
COUNCIL OF THE CITY OF STOKE-ON-TRENT
was hereunto affixed in the presence of:-

Authorised Signatory

Authorised Signatory

THE COMMON SEAL of the
STAFFORDSHIRE COUNTY COUNCIL
was hereunto affixed in the presence of:-

Authorised Signatory

Authorised Signatory