

**Staffordshire and Stoke-on-Trent Joint Archives Committee**

Monday, 22 November 2010

**10.30 am**

County Record Office,  
Eastgate Street, Stafford.

**NOTE: Visitors parking is available in the car park off Tipping Street.  
Map enclosed for ease of reference.**

John Tradewell  
Director of Law and Democracy  
12 November 2010

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**A G E N D A**

1. **Apologies**
2. **Declarations of Interest in accordance with Standing Order 16.5**
3. **Minutes of the meeting held on 17 June 2010** (Pages 1 - 6)
4. **Proposed Revision to the Joint Agreement for Archives** (Pages 7 - 34)

Joint report of the Interim Director for Place and Deputy Chief Executive and the Director of Adult Social Care, Health and Communities

5. **Report to those charged with Governance** (Pages 35 - 42)

Report of PricewaterhouseCoopers, Auditors to the Joint Committee

6. **Final Accounts report (2009/10)** (Pages 43 - 48)

Report of the Director of Finance and Resources

7. **Predicted Outturn 2010/11** (Pages 49 - 54)

Joint report of the Director of Finance and Resources and the City Director of Finance

8. **Review of Fees and Charges 2011 - 12** (Pages 55 - 64)

Joint report of the Interim Director of Place and Deputy Chief Executive and the Director of Adult Social Care, Health and Communities

9. **Date of next meeting - 24 February 2011**

This meeting will be held in Stoke-on-Trent

**10. Exclusion of the public**

The Chairman to move:-

“That the public be excluded from the meeting for the following items of business which involve the likely disclosure of exempt information as defined in the paragraphs of Part 1 of Schedule 12A (as amended) of the Local Government Act 1972 indicated below”.

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**PART TWO**

(All reports in this section are on pink paper)

Nil

<b>Membership</b>	
Ben Adams	Ian Parry
Hazel Lyth (Chairman)	Kath Perry
Mike Maryon	Liz Staples

## MINUTES

### Staffordshire and Stoke-on-Trent Joint Archives Committee Meeting - 17 June 2010

Present: Ben Adams (Vice-Chairman), Hazel Lyth (Chairman) and Liz Staples

Apologies for absence: Ian Parry and Kath Perry

Also in attendance -

#### PART ONE

##### 1. Appointment of Chairman and Vice-Chairman

(a) **RESOLVED** - That Ms. Hazel Lyth be appointed Chairman of the Staffordshire and Stoke-on-Trent Joint Archives Committee up to the annual meeting of the Joint Committee in 2011.

**Ms. Hazel Lyth took the Chair**

(b) **RESOLVED** – That Mr. Ben Adams be appointed Vice-Chairman of the Staffordshire and Stoke-on-Trent Joint Archives Committee up to the annual meeting of the Joint Committee in 2011.

##### 2. Declarations of Interest in accordance with Standing Order 16.5

No declarations at this meeting.

##### 3. Minutes of the meeting held on 16 March 2010

**Minute number 9** – The Committee noted that Stoke-on-Trent City Council would take the necessary steps to identify an alternate member to represent the City Council on the Committee if Ms Lyth was unavailable.

[**Note by Clerk:** Ross Irving has been named as the substitute Member for Stoke-on-Trent City Council]

**Minute number 14** – The Committee were updated on the application for the designation of the Staffordshire and Stoke-on-Trent Archive Service holdings. They noted that eligibility was cleared and that work was in progress on the main application. They were on target to meet the deadline of 27 September 2010. The Head of Community Services offered assistance from the Stoke-on-Trent Museums Service, which has designated status for its collections in their entirety.

**RESOLVED** – That the minutes of the meeting held on 16 March 2010 be confirmed and signed by the Chairman.

#### **4. Staffordshire and Stoke-on-Trent Archive Service: Annual Report 2009/10 (Schedule 1)**

The Committee considered the Joint Annual Report of the County Council's Director of Communities and Chief Executive's Office and the Director of Adult Social Care, Health and Communities, Stoke-on-Trent City Council on the work of the Staffordshire and Stoke-on-Trent Archive Service for the period April 2009 – March 2010.

The Head of the Archive Service indicated that the Annual Report provided an account and review of the work and performance of the Staffordshire and Stoke-on-Trent Archive Services. It demonstrated a productive year for the Joint Archive Service in terms of its performance, achievements and other activity. The most notable successes had been: the Staffordshire Quarter Sessions cataloguing project, funded under the National Cataloguing Grants Scheme; the launch of Staffordshire Name Indexes Online; a successful bid to the Heritage Lottery Fund for the Children on the Move project; and the major 'Discovering the Past' exhibition, mounted at the Nicholson Institute in Leek.

The Service had made good progress in all its core areas of activity: improving access to collections; the public services; cataloguing; learning; preservation; and conservation. It had been a particularly successful year in terms of outreach working with some very positive outcomes for communities. An important new initiative was the implementation of an ongoing survey of records of sports organisations, developed as part of the 2012 Olympics Legacy.

The Committee noted that personal visits and online resources saw a downturn which was a common trend to most archive services, although they noted that new user numbers had been maintained. Members discussed how the service could reverse the downturn in school visiting numbers possibly by using further opportunities for family learning and inter-generational work to support the Adult Social Care and Health agendas.

It was noted that long-forgotten archival material of significant historical interest was still being discovered by chance. An example was the Staffordshire Police records found in a disused boiler room in the old headquarters building in Stafford. These are now with the County Record Office.

**RESOLVED** – That the Annual Report for the Staffordshire and Stoke-on-Trent Archive Service for 2009/10 be received as a record of the performance of the service in the year under review.

[The Chairman agreed to bring forward consideration of the item on Audit Requirements]

#### **5. Audit Requirements (Schedule 2)**

The Committee considered a joint report of the County Council's Director of Finance and the City Council's Director of Central Services detailing the process for the audit of the accounts of the Joint Archives Committee, and to consider the management of identified risks within the Joint Archive Service.

The Head of Corporate Finance (County Council) explained to the Committee that under the Audit Commission Act, 1998, and the Accounts and Audit Regulations, 2003, (amended 2009) the Staffordshire and Stoke-on-Trent Archive Service was defined by the Audit Commission as a separate entity for audit purposes. In 2008 and 2009 an internal audit review of the systems, controls and risks relating to the Joint Committee's accounts was completed in order to comply with Audit Commission regulations.

In 2010 the Committee had moved from the limited assurance regime and, under the Audit Commission's Regulations, now required its own full set of accounts to be completed. The accounts require a full Financial Reporting Standard for Smaller Entities audit, because the Committee's gross expenditure had been over the threshold of £1m for three years. This threshold had been implemented by the Audit Commission. The relevant directors in the two authorities had already agreed to make a joint representation to the Audit Commission on this matter.

The Committee noted that the external costs for the increased level of audit would be in the region of £10,000 and the internal audit costs had been confirmed at £3,000. The requirement to produce full accounts would remain in place as long as the Joint Archive Committee's budget remained over the £1 m threshold. Discussions were taking place between officers of the County and the City to determine how this could be managed in future years.

The Head of Archive Services drew the attention of the Committee to the risks included in the Joint Archive Service's risk register and the actions in place to minimise the risks to the Service.

**RESOLVED** – (a) That the Audit Requirements report (Schedule 2 to the signed minutes) be received.

(b) That the actions taken by the Joint Archive Service to minimise the impact of identified risks be noted.

## **6. Annual Corporate Governance Statement and 2009/10 Statement of Accounts and Financial Outturn (Schedule 3)**

The Committee considered a joint report of the County Council's Director of Finance and the City Council's Director of Central Services presenting: the Annual Governance Statement; the Statement of Accounts and the final outturn for the Joint Archive Service for 2009/10.

Members were aware that following the requirement to produce a full set of accounts by virtue of turnover exceeding £1m for three consecutive years including 2009/10 there was an additional requirement to produce an Annual Governance Statement which fulfils the Joint Committee's obligation to conduct an annual review of the effectiveness of its governance framework. If approved the statement would be incorporated into the Statement of Accounts.

The 2009/10 draft Statement of Accounts had been prepared in accordance with the Code of Practice on Local Authority Accounting in the United Kingdom, and the Best Value Accounting Code of Practice. The draft accounts would be made available for public inspection from 28 June to 23 July 2010 and the formal audit would commence on 26 July 2010.

The outturn showed that the service had spent £1,115,916 compared with an approved budget of £1,117,277 giving an under spend of £1,361 which was transferred to the General Reserve at the end of the financial year.

The General Reserve had a balance of £135,397, of which the following sums had already been earmarked:-

Alterations/Environmental controls at Stoke	£30,000
Adaptations for new outstore (if required)	£50,000
Continuation of microfilming programme for Staffordshire electoral registers	£8,000

The current balance on the second reserve (the Archive Acquisition Reserve) was £65,859 and this was held to enable the Archive Service to purchase collections for the benefit of archive users in County and City.

**RESOLVED** – (a) That the 2009/10 Governance Statement, Appendix 1 of Schedule 3 to the signed minutes, be approved.

(b) That the draft Statement of Accounts for 2009-2010, Appendix 2 of Schedule 3 to the signed minutes, be approved.

(c) That the reported outturn position be noted.

## **7. Digital Archive Collections: Preservation and Access (Schedule 4)**

The Committee considered a joint report of the Director of Communities and Chief Executive's Office and the Director of Adult Social Care, Health and Communities informing them of progress made towards provision by the Joint Archive Service for the future preservation of born digital archives and for future public access to them.

Records, especially those of public bodies which are eventually deposited with the Joint Archive Service under legislation, were increasingly being created in digital format. The long-term preservation of these records and ensuring that the public can continue to access them in the future presents an important challenge for the Service.

In preparation for this, in 2007 the Joint Archive Service developed a digital archive policy and strategy. This set out a framework to work towards establishing formal arrangements for the secure storage and proper management of born digital archives. Significant progress had been made in the last three years.

Work had been completed on defining protocols and procedures for the receipt and accessioning of deposited digital archives. In addition, the Archive Service had now

reached a major and significant milestone, in having established a digital archive repository, with the provision of secure server space for the storage of archives in electronic format. Work was continuing on establishing public access protocols which would be compliant with the County Council and City Council's ICT security requirements. The Assistant ICT Manager, (Directorate for Children, Families and Young People, County Council) expanded on the technical background.

Members expressed their concerns and discussed the challenges of ensuring that material in digital format was not lost for the future. It was suggested and agreed that this should be added to the Joint Archive Service risk register.

**RESOLVED** - (a) That the actions taken to date in establishing arrangements for the future preservation of deposited digital archive collections be noted.

(b) That discussions continue to take place to identify the long-term funding implications for archive collections in digital format.

**8. Date of next meeting - 22 November 2010 (Stafford)**

**RESOLVED** – That the next meeting of the Staffordshire and Stoke-on-Trent Joint Archive Committee be held on Monday 22 November 2010 at 10.30 am at the County Records Office, Stafford.

**Chairman**

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Documents referred to in these minutes as Schedules are not appended, but will be attached to the signed copy of the Minutes of the meeting. Copies, or specific information contained in them, may be available on request.





Local Members' Interest
N/A

**STAFFORDSHIRE AND STOKE-ON-TRENT JOINT ARCHIVES COMMITTEE  
22 NOVEMBER 2010**

**REPORT OF THE INTERIM DIRECTOR FOR PLACE AND DEPUTY CHIEF  
EXECUTIVE AND THE DIRECTOR OF ADULT SOCIAL CARE, HEALTH AND  
COMMUNITIES**

**PROPOSED REVISION TO THE JOINT AGREEMENT FOR ARCHIVE SERVICES**

**1. Purpose Of Report**

- 1.1 To consider proposed changes to the Joint Agreement for Archive Services.

**2. Summary**

- 2.1 The Joint Agreement for Archive Services, between Staffordshire County Council and Stoke-on-Trent City Council, was last updated in 2003. A review of the content of the Joint Agreement is therefore long overdue.
- 2.2 There have been recent changes to the constitution of Stoke-on-Trent City Council. In addition new proposals have been made in relation to the future definition of the revenue budget for the Joint Archives Committee.
- 2.3 The Joint Agreement for Archive Services between the County Council and the City Council has been re-drafted to reflect these changes and proposals. As part of this work the opportunity has been taken to update and to clarify other clauses of the Agreement where necessary.
- 2.4 Subject to the approval of the Joint Archives Committee, officers will make the necessary arrangements for the signing and sealing of the revised Joint Agreement by both authorities so that this is in place before the budgets are set for the next financial year, 2011/2012.

**3. Recommendation**

- 3.1 That the proposed changes to the Joint Agreement for Archive Services as attached at Appendix 1 be approved.

**4. Background**

- 4.1 The Joint Agreement for Archive Services enables both Staffordshire County Council and Stoke-on-Trent City Council to discharge their functions with regard to archives through the Staffordshire and Stoke-on-Trent Archive Service. The Joint Archives Committee exercises delegated powers in respect of archive functions in the County and the City within an annual budget approved annually by both authorities. The Agreement prescribes those functions and lays down the standing orders and financial procedures to which the Joint Committee is subject.

- 4.2 The current Joint Agreement was re-drafted in 2000 and operates under a nine year rolling term, maintained every three years by an automatic extension for a further three years, unless either authority has served notice to terminate the agreement. There is provision for termination by either authority at three years' notice or by mutual agreement at any time.
- 4.3 The management of the Joint Archive Committee budget is set out fully in Section 8 of the Joint Agreement. The agreed revenue expenditure is apportioned annually between the County Council and the City Council according to the Registrar General's most recently published population estimates. The Joint Committee's revenue budget is made up of two budgets, the core budget and the sites and public services budget. The core budget relates to the costs of the professional management of the Archive Service, the conservation of collections and service-wide programmes such as micro-filming. The public sites and services budgets include all the public service delivery costs of the County Record Office, Lichfield Record Office and Stoke-on-Trent City Archives and the cost of the Archive Service's out store in Stafford. . Until now both budgets have been maintained by annual indexation to the Retail Price Index.
- 4.5 There are elements in its revenue expenditure budget which the Joint Committee does not directly control. These are central support costs and property-related costs. These are fixed and apportioned centrally. It is proposed therefore that, because the Joint Committee cannot control these costs, they should be defined as Non-Agreement Expenditure and removed from the Committee's Agreement revenue budget.
- 4.6 The relevant clauses in the Joint Agreement have therefore been re-drafted to reflect this proposal with all property and support service costs, excluding ICT, being moved out of the revenue budget and included under the definition of Non-Agreement Expenditure.
- 4.7 Due to the current financial situation both Councils felt that it would be inappropriate to maintain the automatic indexation to the Retail Price Index so this clause has been removed from the Joint Agreement.
- 4.8 As noted at paragraph 2.2, there have been only minimal changes to the Joint Agreement for Archive Services since 2000. Other clauses of the agreement have therefore been updated or clarified as considered necessary. These amendments include the most recent constitutional changes in the City Council, which have impacted upon the City Council's elected member representation; the re-definition of budget terms; reference to liabilities and conditions of external funding contracts; and the updating of job titles. Further clarity has also been introduced into the clauses of the Agreement in relation to the nine year rolling term provision and the management of the Appropriation and Acquisition Reserves.

**5. Financial Implications**

- 5.1 If approval is given to the proposed changes, the impact of the changes is unlikely to be felt until the financial year, 2012/2013. A full Financial Reporting Standard for Smaller Entities audit will be required in 2011/2012 and members were made aware of this at the last Committee on 17 June 2010.

**6. Legal Implications**

- 6.1 The Joint Agreement has been amended and re-drafted in consultation with officers of Legal Services in the County Council and the City Council.

**David Wilson, Interim Director for Place and Deputy Chief Executive**  
**Tony Oakman, Director of Adult Social Care, Health and Communities**

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**Background Documents Public:**

Joint Agreement on Archive Services, 1997, 2000, 2003

**Contact Officers:**

Michelle Rowe, Solicitor, Legal Services,  
Staffordshire County Council

Kristina Taylor, Solicitor, Legal Services,  
Stoke -on -Trent City Council

Thea Randall, Head of Archive Services,  
Culture and Leisure, Staffordshire County Council



AN AGREEMENT made [ ] 2011 BETWEEN STAFFORDSHIRE COUNTY COUNCIL (“The County Council”) and STOKE-ON-TRENT CITY COUNCIL (“the City Council”)

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.

<b>Interpretation Table</b>	
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	[ ] 2011
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
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 – 14 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 Record Office (including 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 Record Office;
- c) the Stoke-on-Trent City Archive Service;
- d) the Burton-upon-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 Head of Community Services (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 Head of Community Services (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 (including the Gateway to the Past Project and the Sutherland Papers Project) 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 Subject to the provisions of this section 8, all revenue expenditure agreed by the Joint Committee each year in discharging the Functions shall be apportioned between the County Council and the City Council on the basis of the Registrar General's most recently published population estimates for the respective administrative areas of the Parties in the year in question.

8.2 Not used

8.3 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 8.3 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) shall be apportioned in accordance with paragraph 8.1.

- 8.4 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.
- 8.5 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.
- 8.6 Subject to paragraph 8.7, any proposed adjustment under paragraph 8.5 (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
  - (b) shall be consolidated into the Revenue Budget in subsequent years and the cost or saving (as the case may be) shall then be apportioned in accordance with paragraph 8.1.
- 8.7 If in any year an adjustment proposed by either Party under paragraph 8.5 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.
- 8.8 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 Director of Finance 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.
- 8.9 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.
- 8.10 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 Director of Finance 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.
- 8.11 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.
- 8.12 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.

- 8.13 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.
- 8.14 Not used.
- 8.15 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.
- 8.16 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 capital reserve referred to in paragraph 8.19 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.
- 8.17 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.
- 8.18 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 unless both Parties agree to provide an additional sum to fund the deficit in the proportions applicable under paragraph 8.1, the Joint Committee will consider any necessary adjustment in the Revenue Budget for the following year.
- 8.19 A scheme of management for an archive acquisition capital reserve is set out in Appendix 8. This reserve may be increased by donations, by any underspending of the acquisitions revenue budget or by transfer of funds from the appropriation reserve.
- 8.20 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.
- 8.21 The County's Director of Finance 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.
- 8.22 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 2014 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 2014 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 2014 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 8.16 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 County Buildings PO Box 11, Martin Street, Stafford, for the attention of the Director of Law. 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 Stafford 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 Not used.
- 5.4 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**

Computer costs  
Office costs  
Staffing Costs  
Training  
Burton office

**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

The Lichfield Record Office

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 Archive Service

Assistant County Archivist

Archivist – Collections Management

Senior Archivist Collections Development

Senior Conservator

Conservator

Stoke City Council

City Archivist

**Employee Costs**

**Training**

**Supplies and Services**

Microfilming

Document repair

Publications

Document purchase (acquisition)



## 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 capital 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 capital 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 CAPITAL RESERVE MANAGEMENT SCHEME**

### **1. Purpose of Reserve**

- 1.1 The purpose of the archive acquisitions capital reserve is to provide a source of funds available to finance archive acquisitions.

### **2. Operation of the Reserve**

- 2.1 The archive acquisitions capital 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 capital reserve from time to time from the Revenue Budget subject to specific approval from the Joint Committee and subject to compliance with legislation. Any underspend of the annual acquisitions budget will be credited to the archive acquisitions capital reserve at the end of each year.
- 4.2 Donations from other bodies/persons may be placed in the archive acquisitions capital 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 capital 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 capital 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**



# Staffordshire and Stoke-on-Trent Joint Archives Committee

2009/10 Report to those charged with  
governance

November 2010

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## **Code of Audit Practice and Statement of Responsibilities of Auditors and of Audited Bodies**

*The 'Statement of responsibilities of auditors and of audited bodies' issued by the Audit Commission in April 2008 applies to our 2009/10 audit of Staffordshire and Stoke-on-Trent Joint Archives Committee under the Code of Audit Practice for Local Government Bodies issued by the Audit Commission in July 2008. A copy of the statement is available from Staffordshire and Stoke-on-Trent Joint Archives Committee. The purpose of the statement is to assist auditors and audited bodies by explaining where the responsibilities of auditors begin and end and what is expected of the audited body in certain areas. Our reports and letters are prepared in the context of this Statement and the Code of Audit Practice. Reports and letters prepared by appointed auditors and addressed to members or officers are prepared for the sole use of the audited body and no responsibility is taken by auditors to any member or officer in their individual capacity or to any third party.*

# Executive Summary

## The purpose of this report

The purpose of this report (in accordance with the Audit Commission's Code of Audit Practice and International Standard on Auditing (UK & Ireland) 260) is to summarise the results of our 2009/10 audit of the Staffordshire and Stoke-on-Trent Joint Archives Committee (the Committee). It sets out:

- those matters arising from our audit of the financial statements; and
- our audit fee.

Our work during the year was performed in line with the scope agreed by the Director of Finance of Staffordshire County Council on behalf of the Committee.

## Financial Statements

We anticipate issuing an unqualified audit opinion on the financial statements.

There are no unadjusted misstatements for us to bring to the attention of the Joint Committee.

The draft financial statements (which were presented to the Joint Committee on 17<sup>th</sup> June 2010) and the supporting working papers were found not to be of an adequate standard. The finance team of Staffordshire County Council therefore agreed to revisit both the accounts and the working papers. We are pleased to report that our audit of the revised draft of the financial statements (provided to us on 3 September 2010) did not identify any errors which required amendment.

We would like to thank the finance teams of both Staffordshire County Council and Stoke-on-Trent City Council for their help and assistance provided to us during the course of our audit.

# Financial statements

## Accounts

We have completed the audit of the Joint Committee's accounts in line with the Code of Audit Practice and International Standards on Auditing (UK & Ireland).

The draft management representation letter is presented as a separate paper at this meeting.

We anticipate issuing an unqualified audit opinion on the financial statements.

## Accounting Issues

We are required to report to you all unadjusted misstatements, which we have identified during the course of our audit. We are pleased to report that there are no unadjusted misstatements for us to bring to the attention of members of the Committee.

## Systems of internal control

We are required to report to you any material weaknesses in the accounting and internal control systems identified during the audit. We are pleased to confirm (except for the comments made below regarding year end accounting practices) that we have not identified any material control weaknesses during the course of our work.

## Accounting practices

We are also required to report to you our view on qualitative aspects of the Committee's accounting practices and financial reporting.

We initially began, as planned, our audit procedures in the week beginning 16 August 2010. Upon reviewing the draft financial statements (which were presented to the Joint Committee on 17<sup>th</sup> June 2010) and the supporting working papers we concluded that these were not of an adequate standard.

The finance team of Staffordshire County Council therefore agreed to revisit both the financial statements and the associated working papers. We received the revised financial statements on 3 September 2010. These statements were of a good standard and reconciled to the associated working papers.

The table below outlines the movements between the initial set of accounts approved by the Committee on 17 June 2010 and the final version subject to audit which we received on 3 September 2010.

Area within the financial statements	Draft Accounts presented to the Joint Committee on 17 <sup>th</sup> June 2010		Draft Accounts subject to audit procedures (received on 3 September 2010)		Difference	
	2008/09 £000	2009/10 £000	2008/09 £000	2009/10 £000	2008/09 £000	2009/10 £000
Total expenditure	1,074	1,112	1,073	1,122	(1)	10
Total income	(1,081)	(1,111)	(1,099)	(1,111)	(18)	0
<b>(Surplus) / deficit</b>	<b>(7)</b>	<b>1</b>	<b>(26)</b>	<b>11</b>	<b>(19)</b>	<b>10</b>
Assets	313	324	217	216	(96)	(108)
Liabilities	111	123	15	25	(96)	(98)
<b>Net assets</b>	<b>202</b>	<b>201</b>	<b>202</b>	<b>191</b>	<b>0</b>	<b>(10)</b>

We are pleased to report that our audit of the revised financial statements did not identify any errors which required amendment.



We recommend that in future years measures are put in place to ensure that both the draft accounts and the supporting working papers provided to audit are of an adequate standard, and that there is a clear audit trail between all financial balances and transactions to the supporting financial ledgers of both partner organisations.

#### Annual Governance Statement

Local Authorities are required to produce an Annual Governance Statement (AGS), which is consistent with guidance issued by CIPFA / SOLACE: 'Delivering Good Governance in Local Government'. The AGS was included in the financial statements.

We reviewed the AGS to consider whether it complied with the CIPFA / SOLACE 'Delivering Good Governance in Local Government' framework and whether it is misleading or inconsistent with other information known to us from our audit work. We found no areas of concern to report in this context.

# Audit fee update

## Audit fees update for 2009/10

Our fees are set out in the table below. Due to the aforementioned difficulties encountered during the audit, our audit fee has increased to reflect the additional work required.

	Outturn Fee	Fee per Letter of Appointment
Financial Statements (planned scope)	£9,300.00	£9,300.00
Additional audit work	£2,753.50	Not applicable
<b>Total audit fee</b>	<b>£12,053.50</b>	<b>£9,300.00</b>

*In the event that, pursuant to a request which you have received under the Freedom of Information Act 2000 (as the same may be amended or re-enacted from time to time) or any subordinate legislation made thereunder (collectively, the "Legislation"), you are required to disclose any information contained in this report, we ask that you notify us promptly and consult with us prior to disclosing such information. You agree to pay due regard to any representations which we may make in connection with such disclosure and to apply any relevant exemptions which may exist under the Legislation to such information. If, following consultation with us, you disclose any such information, please ensure that any disclaimer which we have included or may subsequently wish to include in the information is reproduced in full in any copies disclosed.*

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Local Members' Interest
N/A

**STAFFORDSHIRE AND STOKE-ON-TRENT JOINT ARCHIVES COMMITTEE**  
**22 NOVEMBER 2010**

**REPORT OF THE DIRECTOR OF FINANCE AND RESOURCES**

**STAFFORDSHIRE AND STOKE-ON-TRENT ARCHIVE SERVICE:**  
**FINAL ACCOUNTS AUDIT**

**1. PURPOSE OF THE REPORT**

- 1.1 To note the outcome of the final accounts audit.
- 1.2 To approve the letter of representation from the Director of Finance and Resources.

**2. SUMMARY**

- 2.1 The draft 2009/10 Statement of Accounts was approved by this Committee on 17 June 2010 and the audit commenced on 16 August 2010. The accounts were available for inspection from 28 June to 23 July.
- 2.2 When the audit commenced on 16 August the auditors found that working papers were not of the standard they would expect and that improvements were required. The financial statements were re-worked and the final version of the accounts is available on the Archives' website. The revised financial statements were passed to the auditors.
- 2.3 The audit has now been completed and the report of the auditors, PricewaterhouseCoopers, is elsewhere on this agenda.
- 2.4 As part of normal year end processes I am required to make a written representation to the auditors expressing an opinion as to whether the accounts give a true and fair view of the financial position of the Council in accordance with the appropriate rules and regulations. My letter is attached as Appendix 1 to this report and I would welcome discussion regarding any matters covered by the letter. The committee are asked to approve the letter.
- 2.5 I would like to take this opportunity to thank both PWC and the staff of both authorities for their hard work and professionalism in undertaking the final accounts process.

**3. RECOMMENDATION**

- 3.1 That the report be received.
- 3.2 That the letter of representation be approved.

**4. FINANCIAL IMPLICATIONS**

4.1 There are no financial implications in this report.

**5. PERSONNEL AND EQUAL OPPORTUNITIES IMPLICATIONS**

5.1 There are no personnel or equal opportunities implications in this report.

**6. LEGAL IMPLICATIONS**

6.1 There are no legal implications in this report.

Andrew Burns, Director of Finance and Resources

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**Background documents:**

Accounts and Audit Regulations 2003  
Code of Practice on Local Authority  
Accounting in the United Kingdom 2009

**Contact officers:**

Rachel Spain ( 01785 - 276011)

**PRICEWATERHOUSECOOPERS LLP**

Cornwall Court  
19 Cornwall Street  
Birmingham  
B3 2DT

**DATE: 22 November 2010**

**MANAGEMENT REPRESENTATION LETTER 2009/10**

This representation letter is provided in connection with your audit of the financial statements of Staffordshire and Stoke-on-Trent Joint Archives Committee (the Committee) for the year ended 31 March 2010.

Your audit is conducted for the purpose of expressing an opinion as to whether the financial statements of the Committee give a true and fair view of the state of affairs of the Committee as at 31 March 2010, of its income and expenditure and cash flows for the year then ended, and have been properly prepared in accordance with relevant legal and regulatory requirements and the Code of Practice on Local Authority Accounting in the United Kingdom 2009.

My responsibilities as Director of Finance for preparing the financial statements are set out in the Statement of Responsibilities for the Statement of Accounts. I am also responsible for the administration of the financial affairs of the Committee. I also acknowledge that I am responsible for making accurate representations to you.

I confirm that the following representations are made on the basis of enquiries of other chief officers and members of Staffordshire and Stoke-on-Trent Joint Archives Committee with relevant knowledge and experience and, where appropriate, of inspection of supporting documentation, to satisfy myself that I can properly make each of the following representations to you.

I confirm, to the best of my knowledge and belief and having made the appropriate enquiries, the following representations:

**Accounting records**

I have taken all the steps that I ought to have taken in order to make myself aware of any relevant audit information and to establish that you (the Committee's auditors) are aware of that information, including that:

- All the accounting records, whether for the purposes of financial reporting or any other purpose, have been made available to you for the purposes of your audit and all the transactions undertaken by the Committee have been properly reflected and recorded in the accounting records.
- All other records and related information which might affect the fair presentation of, or necessary disclosure in, the financial statements, including minutes of meetings, have been made available to you and no such information has been withheld.

So far as I am aware, there is no relevant audit information of which you are unaware.

### **Accounting policies**

I confirm that I have reviewed the Committee's accounting policies and estimation techniques and, having regard to the possible alternative policies and techniques, the accounting policies and estimation techniques selected for use in the preparation of the financial statements are the most appropriate to give a true and fair view for the Committee's particular circumstances, as required by the Code of Practice on Local Authority Accounting in the United Kingdom 2009.

### **Related party transactions**

I confirm that the Committee has disclosed all related party transactions relevant to the Committee and that I am not aware of any other such matters required to be disclosed in the financial statements under the requirements of the Code of Practice on Local Authority Accounting in the United Kingdom 2009.

### **Contractual arrangements/agreements**

All contractual arrangements (including side-letters to agreements) entered into by the Committee with third parties have been properly reflected in the accounting records or, where material (or potentially material) to the financial statements, have been disclosed to you.

### **Laws and regulations**

I am not aware of any instances of actual or potential breaches of or non-compliance with laws and regulations which provide a legal framework within which the Committee conducts its business and which are central to the Committee's ability to conduct its business or that could have a material effect on the financial statements.

I am not aware of any irregularities, or allegations of irregularities including fraud, involving members, management or employees who have a significant role in the accounting and internal control systems, or that could have a material effect on the financial statements.

### **Fraud**

I acknowledge responsibility for the design and implementation of internal control to prevent and detect fraud. The Internal Control system as implemented within the Committee is designed to manage risk to a reasonable level, as demonstrated by the risk assessments undertaken by internal audit, rather than to eliminate all risk of fraud. It can therefore only provide a reasonable, but not absolute, assurance of effectiveness.

I have disclosed to you:

- i) the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud
- ii) my knowledge of fraud or suspected fraud affecting the Committee involving:



- members
- management
- employees who have significant roles in internal control, or
- others where the fraud could have a material effect on the financial statements;

iii) my knowledge of any allegations of fraud, or suspected fraud, affecting the Committee's financial statements communicated by members, employees, former employees, analysts, regulators or others.

**Misstatements detected during the audit**

I acknowledge my responsibility for the design and implementation of internal control to prevent and detect error.

I confirm that the financial statements are free from material misstatement, including omissions.

**Subsequent events**

There have been no circumstances or events subsequent to the period end which require adjustment of or disclosure in the financial statements or in the notes thereto.

As minuted by the Joint Archives Committee at its meeting on 22<sup>nd</sup> November 2010.

.....  
**(CHIEF FINANCIAL OFFICER)**                      **DATE**  
For and on behalf of Staffordshire and Stoke-on-Trent Joint Archives Committee



Local Member Interest
N/A

**STAFFORDSHIRE AND STOKE-ON-TRENT JOINT ARCHIVES  
COMMITTEE**

**22nd November 2010**

**Joint Report of the Director of Finance and Resources and  
the City Director of Central Services**

**JOINT ARCHIVE SERVICE – PREDICTED OUTTURN 2010/11**

1. Purpose of Report

- 1.1 To present the current predicted outturn for the Joint Archive Service for 2010/11.

2. Summary

- 2.1 The latest revenue outturn forecast shows a predicted underspend of £17,121 at the end of October. The General Reserve has a balance of £113,344 of which £82,000 has already been earmarked.
- 2.2 The Archive Acquisition Reserve has a balance of £65,859.

3. Recommendations

- 3.1 That the report be received.

4. Predicted Outturn 2010/11

- 4.1 The predicted outturn for the Joint Archives Service is set out in Appendix 1. It is expected that the Service will spend £1,139,429 compared with an approved budget of £1,156,550. This gives an underspend of £17,121 which will be transferred to the General Reserve at the end of the financial year.
- 4.2 At this point the County is anticipating an underspend of £3,268 which is mainly due to savings on staff adjustments. The savings have been offset in part by lower than anticipated income from research fees and the current year's audit fees.
- 4.3 The City Council is predicting an underspend of £13,853 which is mainly due to staff vacancies and the receipt of a reimbursement for Future Jobs Funds.

5. Reserves

5.1 There are two reserves which are held by the Joint Archive Service, these being the General Reserve and the Archive Acquisition Reserve.

5.2 The General Reserve has a balance of £113,344 (as set out in Appendix 2). Of this the following sums have already been earmarked:-

Alterations/Environmental Controls at Stoke	£30,000
Microfilming Staffordshire electoral registers	£2,000
Adaptations for New Outstore	£50,000

6. Capital Budget 2010/11

6.1 There is no capital budget.

7. Personnel and Equal Opportunities

7.1 This report has been prepared in accordance with the policies of the County Council and the City Council on personnel and equal opportunities.

Paul Simpson  
Director of Central Services

Andrew Burns  
Director of Finance and Resources

Background Documents

Public: Staffordshire and Stoke-on-Trent Joint Archives  
Committee (Report on Proposed Revenue and Capital  
Budgets 2009/10)

Non Public: Joint and Other Archive Services 2009/10 and 2010/11  
Files

Contact Officers

Kaye Chadwick Children & Lifelong Learning Department  
01785 278416 Staffordshire County Council

Mustak Damani Directorate of Community Information  
01782 231619 Stoke-on-Trent City Council

**Joint Archives Service  
Predicted Outturn Position 2010-11**

**APPENDIX 1**

	Core Services			Staffordshire County Sites and Public Services			Stoke City Sites and Public Services			Total for service		
	Current Estimate 2010/11 £	Actual Expenditure as at Nov 2010 £	Predicted Outturn 2010/11 £	Current Estimate 2010/11 £	Actual Expenditure as at Nov 2010 £	Predicted Outturn 2010/11 £	Current Estimate 2010/11 £	Actual Expenditure as at Nov 2010 £	Predicted Outturn 2010/11 £	Current Estimate 2010/11 £	Actual Expenditure as at Nov 2010 £	Predicted Outturn 2010/11 £
<b>Expenditure</b>												
Employees	313,800	182,028	312,894	411,100	179,982	390,359	130,010	65,473	121,760	854,910	427,483	825,013
Training	1,800	2,292	2,292				870	279	610	2,670	2,571	2,902
Premises				40,640	29,262	42,151	50,370	24,690	49,380	91,010	53,952	91,531
Transport	1,300	1,322	2,644	900	307	714	500	229	300	2,700	1,858	3,658
Supplies and Services	13,940	499	24,512	34,180	13,517	35,160	25,900	8,839	29,200	74,020	22,855	88,872
IT/Telephone Services	5,550	0	5,550	35,080	78	34,790				40,630	78	40,340
Powered Buildings				129,210	0	129,210				129,210	0	129,210
Recharges/Central Support	17,440	17,440	17,440				13,700	6,664	11,430	31,140	24,104	28,870
<b>Total Expenditure</b>	<b>353,830</b>	<b>203,581</b>	<b>365,332</b>	<b>651,110</b>	<b>223,146</b>	<b>632,384</b>	<b>221,350</b>	<b>106,174</b>	<b>212,680</b>	<b>1,226,290</b>	<b>532,901</b>	<b>1,210,396</b>
<b>Income</b>												
Grants & Reimbursements								3,798	3,798	0	3,798	3,798
Sales				15,800	6,021	14,753				15,800	6,021	14,753
Fees & Charges				26,910	13,534	23,610	6,880	4,847	7,095	33,790	18,381	30,705
Miscellaneous	2,900	2,100	2,900	7,250	8,641	8,811				10,150	10,741	11,711
Transfers from reserve	6,000	6,000	6,000	4,000	4,000	4,000				10,000	10,000	10,000
<b>Total Income</b>	<b>8,900</b>	<b>8,100</b>	<b>8,900</b>	<b>53,960</b>	<b>32,196</b>	<b>51,174</b>	<b>6,880</b>	<b>8,645</b>	<b>10,893</b>	<b>69,740</b>	<b>48,941</b>	<b>70,967</b>
<b>Net Expenditure</b>	<b>344,930</b>	<b>195,481</b>	<b>356,432</b>	<b>597,150</b>	<b>190,950</b>	<b>581,210</b>	<b>214,470</b>	<b>97,529</b>	<b>201,787</b>	<b>1,156,550</b>	<b>483,960</b>	<b>1,139,429</b>
										<b>VARIATION</b>		<b>-17,121</b>



**JOINT ARCHIVES GENERAL RESERVE****APPENDIX 2**

	<b>Staffordshire County Council £</b>	<b>Stoke on Trent City Council £</b>	<b>Total £</b>
<b>Balance brought forward 1 April 2010</b>	<b>92,213</b>	<b>43,184</b>	<b>135,397</b>
<b>2010/11</b>			
Meeting Room - Lichfield	4,000		4,000
Audit Fees 2009/10	12,053		12,053
Microfilming programme for Staffordshire electoral registers	6,000		6,000
	<b>70,160</b>	<b>43,184</b>	<b>113,344</b>
<b>Earmarked items</b>			
Alterations/Environmental Controls at Stoke		30,000	30,000
Microfilming programme for Staffordshire electoral registers	2,000		2,000
Adaptations for New Outstore	50,000		50,000
<b>Balance available to spend at March 2010</b>	<b>18,160</b>	<b>13,184</b>	<b>31,344</b>

**JOINT ARCHIVES ACQUISITION RESERVE**

<b>Balance brought forward 1 April 2009</b>	<b>61797</b>	<b>0</b>	<b>61,797</b>
Acquisition budget underspend 2009/10	4062	0	4,062
<b>Balance available to spend at March 2010</b>	<b>65859</b>	<b>0</b>	<b>65859</b>





Local Members' Interest
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N/A
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**STAFFORDSHIRE AND STOKE ON TRENT JOINT ARCHIVES COMMITTEE  
22 NOVEMBER 2010**

**JOINT REPORT OF THE INTERIM DIRECTOR FOR PLACE AND DEPUTY CHIEF  
EXECUTIVE AND THE DIRECTOR OF ADULT SOCIAL CARE, HEALTH AND  
COMMUNITIES**

**STAFFORDSHIRE AND STOKE ON TRENT ARCHIVE SERVICE:  
REVIEW OF FEES AND CHARGES, 2011/2012**

**1. PURPOSE OF REPORT**

- 1.1 To seek the approval of the Committee for the proposed scale of fees and charges to be applied by the Joint Archive Service from 1 April 2011.

**2. SUMMARY**

- 2.1 The Archive Service is free at the point of personal use in its reading rooms. Fees and charges are levied for a variety of additional or enhanced services, which customers choose to use or to buy. The Service uses the income to support its budget and, if possible, any surplus income is re-invested in service improvements subject to the approval of the Joint Archives Committee.
- 2.2 A full review of the current scale of fees and charges for 2010-2011 has been carried out to determine appropriate levels of fees and charges for 2011-2012. Factors which have been taken into account include increases to VAT from 4 January 2011 and re-assessments of the staff time involved in the provision of some services. The impact of the current financial climate on the demand for some paid services has also been considered. The proposed scale of new fees and charges to apply from 1 April 2011 is set out at Appendix 1 to this report.

**3. RECOMMENDATIONS**

- 3.1 That the fees and charges proposed in Appendix 1 to this report be approved for introduction by the Joint Archive Service from 1 April 2011.

**4. BACKGROUND**

- 4.1 At its meeting on 16 March 2010, the Joint Committee considered the fees and charges to be applied by the Joint Archive Service from 1 April 2010 and approved the proposed revisions.
- 4.2 The standard sources of income for the Archive Service are generated by means of: a range of copying services; the sale of photographic permits; research, transcription and certification services; sales of publications; donations; and fees for talks by and group visits to the Archive Service.
- 4.3 Following the standard annual practice of the Archive Service, a comprehensive review of fees and charges has been carried out. As the Service aims to encourage, rather than to discourage, take-up of its services, the review presents a balanced set of proposals. Therefore the response to

the reduction in demand in the present financial climate for some services, principally research services, has been balanced against the areas of activity which are performing well, for example copying services at Lichfield Record Office and the sale of photographic permits.

- 4.4 Some increases are proposed to services to accommodate the rise in VAT from 4 January 2011 and, for some copying services, there has been a full re-assessment of the staff time involved in the processes.
- 4.5 The opportunity has also been taken to clarify fees and charges in respect on non - EU customers who do not pay UK VAT.
- 4.6 As is the normal practice of the Archive Service, benchmarking on fees and charges has been carried out against other local authority archive services to ensure that our fees are broadly in line with those charged by comparable services.

## **5. FINANCIAL IMPLICATIONS**

- 5.1 Overall the Joint Archive Service has income targets of £54,990 for 2010/2011. This breaks down to £48,110 for the County Service and £6,880 for the City Service
- 5.2 Identified areas of under-performance at this point of the year are research services across the whole Service and copying services at Staffordshire Record Office. It is considered that the take-up of research services is being adversely affected by the present financial climate. It should be noted, however, that the under-performance in income from copying services at Staffordshire Record Office is being offset to some degree by income from photographic permits and by the increase of 35% on orders for copies of wills at Lichfield Record Office, directly as a result of the wills indexes online.

## **6. EQUAL OPPORTUNITIES AND PERSONNEL IMPLICATIONS**

- 6.1 In reviewing its scale of fees the Archive Service has continued to maintain the lower research fee to people with disabilities.

## **7. LEGAL IMPLICATIONS**

- 7.2 The content of this report complies with the law governing the work of the Joint Archive Service.

David Wilson, Interim Director for Place and Deputy Chief Executive  
Tony Oakman, Director of Adult Social Care, Health and Communities

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**Background Documents:** Joint Archive Service Scale of Fees and Charges, 2010/2011  
Orders and income ledgers, 2010/2011

**Contact Officers:** Thea Randall, Head of Archive Services, Culture and Leisure, 01785-278380  
Kaye Chadwick, Senior Accountant, 01785-278416

**STAFFORDSHIRE AND STOKE- ON- TRENT ARCHIVE SERVICE**

**REVIEW OF FEES AND CHARGES, 2011/2012**

The current fees and charges and proposed changes are set out below. The proposed new charges would apply from 1 April 2011.

FEE/CHARGE	CURRENT	PROPOSED		COMMENTS
<b>RESEARCH FEES</b>				
<p><b>1. Research fees</b> Includes searches in original documents such as parish registers, calendars of wills, wills, census returns, tithe and enclosure maps, manorial and estate records and local newspapers.</p>	<p>£22-00 per hour to include the cost of up to 4 copies and UK/EU postage</p> <p>Minimum charge- £11-00 to include the cost of 2 copies and UK postage</p> <p>£14.00 per hour to include the cost of up to 4 copies and UK postage for disabled people.</p>	<p>EU orders: no change</p> <p>£22-00 (£18-33 + £3.67 VAT)</p> <p>First class postage charged additionally.</p>	<p>Non-EU orders: no change</p> <p>£22-00</p> <p>Non EU postage charged additionally</p>	<p>It is not proposed to increase the fee given that there is a downturn in the demand for UK orders. The decision to hold the fee at standstill also reflects feedback from customer consultation.</p>
<p><b>2. Marriage Bond Searches</b></p>	<p>£12-00 for up to 3 searches and including provision of up to 6 copies of marriage licence records. UK postage included. Overseas postage charged at current rates.</p>	<p>EU Orders:</p> <p>£12-00 (£10.00 + £2.00 VAT) for up to 2 searches and including provision of up to 4 copies of marriage licence records. Standard UK/EU postage included. First class postage charged additionally.</p>	<p>Non-EU orders:</p> <p>£12-00 for up to 2 searches including provision of 4 copies of marriage licence records. Non EU postage charged additionally</p>	<p>The new rate is proposed after a re-assessment of the staff time taken to carry out a complete marriage bond search, which can involve searching across more than one series of records.</p>

FEE/CHARGE	CURRENT	PROPOSED		COMMENTS
<b>3. Search and supply of copy of individual's baptism / marriage entry for official purposes</b>	Successful search with copy supplied £7-50  Unsuccessful search £5-00	No change		The number of requests received from members of the public for copies of their own baptism or marriage entries from parish registers for official purposes is substantial. The fees cover staff search time and the cost of providing a copy which is redacted to exclude third party information. Requests are invariably to meet short deadlines.
<b>4. Transcription fee for documents identified in online indexes</b>	£6-50	EU orders No change £6-50 (£5.42 + £1.08 VAT) Includes standard UK/EU postage	Non EU orders No change £6-50  Non EU postage charged additionally	Increased in 2009. The fee takes account of the staff time involved in producing written transcripts. Demand has increased with the continuing development of Staffordshire Name Indexes online.
<b>Certification fee</b>	£11-00 per document	No change		The certification fee is linked to the research fee. Certifications are handwritten by the Head of Service and often at very short notice to meet administrative / ecclesiastical /legal requirements.
<b>COPYING CHARGES</b>				
<b>6. Photocopies identified and ordered in reading rooms</b>	50p per copy A4/A3	EU orders:  55p per copy (46p + 9p VAT)	Non EU orders:  55p per copy	The price per copy has been held at 50p for the last four years. The proposed change takes account of the increase in VAT from 1 January 2011 and absorbs interim increases in staffing costs over the last four years. Orders placed by personal visitors for photocopies are charged at a lower rate than orders placed by post. This recognises the fact that personal visitors identify their own documents for copying.

FEE/CHARGE	CURRENT	PROPOSED		COMMENTS
7. Photocopies ordered by post	First copy, incl. UK postage and packing £2-50. Successive copies on same order- £1-00 per copy	EU orders:  First copy incl UK standard postage and packing £3-00 (£2.50 + £0.50 VAT) First class postage charged additionally. Successive copies on same order – no change £1-00 (£0.83 + £0.17 VAT)	Non EU orders:  First copy £3-00 Successive copies on same order – £1-00 Non EU postage charged at current rates	A differential charge for orders placed by post was introduced in April 2009. These orders are very staff intensive to deal with, involving initial assessment of the documents concerned, estimating of copying costs and the administration of the order, as opposed to a much simpler process for orders placed directly in the reading rooms, where documents for copying have already been identified by customers. The increase is proposed after a re-assessment of staff time involved in dealing with such orders and a recognition of the efforts made to achieve the best possible copy for customers.
8. Photocopies of wills by post- staff assisted	Flat rate of £4-50 per will irrespective of the number of photocopies and to include UK post and packing  Flat rate of £5-00 for international orders to include postage	EU orders:  Flat rate of £5-50 per will irrespective of the number of photocopies and to include UK standard post and packing  First class postage charged additionally	Non-EU orders:  Flat rate of £7-00 including non-EU postage	Increased in April 2009 and separate rate also introduced at that time for international orders.  The proposed change takes account of a re-assessment of the average number of pages in a will and inventory and the handling involved and the increase in VAT from 1 January 2011.  In addition to the re-assessment of sheet numbers as above, we have identified that the current fee is insufficient to cover international postage rates on bulkier orders.

FEE/CHARGE	CURRENT	PROPOSED		COMMENTS
<b>9. Express business photocopy service</b>	£2-50 per copy for personal and postal customers, plus proportion of hourly research fee to cover staff time spent in one to one attention  Postage charged additionally	Flat rate of £3-00 (£2.50 + £0.50 VAT) per copy for copies produced for personal business customers, plus proportion of hourly research fee  Postage charged additionally		This service is provided for business and commercial firms and professional organisations for the immediate provision of copies of Ordnance Survey plans or other public documents for business and legal purposes. Personal business customers do require a considerable amount of one to one staff time. Postal business orders are staff intensive involving considerable time in the correct identification of site locations on maps.
<b>10. Microform print outs : self service in reading rooms</b>	55p- self service	60p – self service		This fee was last increased four years ago. Despite being flagged as self-service, customers frequently require help to produce good quality copies. The proposed fee also takes account of the increase in VAT.
<b>11. Microform print-outs by post</b>	£1-50 for first copy incl postage 85p for each additional print-out	EU orders:  £1-50 (£1.25 + £0.25 VAT) for first copy 90p (75p + 15p VAT) for each additional print out  First class postage charged additionally	Non-EU orders:  £1-50 for first copy 90p for each additional print out  Non EU postage charged additionally	This differential charge was introduced in April 2009. It takes account of the process involved in dealing with microform copying orders placed by post and email. These involve staff time in assessing, cost estimating and administration as opposed to orders placed directly by customers in the reading rooms. Increase in additional print out cost to take account of VAT and additional staff time

FEE/CHARGE	CURRENT	PROPOSED		COMMENTS
<b>12. Computer print outs on site</b>	10p	No change		This charge has been held in line with Library Service fees in the County and the City.
<b>13. Reproduction of duplicate parish register microfiche</b>	£3-25 per fiche inclusive of UK postage	EU orders  No change £3-25 (£2.71 + £0.54 VAT) per fiche	Non- EU orders  £3-25 per fiche plus non EU postage	Reinforcement of charges for international postage.
<b>14. Digital (scanned) images from original documents</b>	£10-00 for first image and £5-00 for each subsequent image	EU orders No change  £10-00 (£8.33 + £1.67 VAT) for first image and £5-00 (£4.17 + £0.83 VAT) for each subsequent image	Non EU orders No change  £10-00 for first image and £5-00 for each subsequent image  £5-00 per image	Increased in April 2009.
<b>Digital image from microform</b>	£5-00 per image	£5-00 (£4.17 + £0.83 VAT)		Increased in April 2009
<b>15. In-house Photography Charges</b>	£25 flat fee for photography only  Additional charges for images supplied , CD or email as per digital reprographics scale of charges in addition to fee above	EU customers  No change £25-00 (£20.83 + £4.17 VAT)	Non EU customers  No change £25-00	The flat fee reflects fully the staff time at all stages of processing the order, materials and equipment replacement costs. An additional charge has been proposed to cover the time of conservation staff on orders which require the specialist preparation and handling of documents as part of carrying out the photography order.

FEE/CHARGE	CURRENT	PROPOSED		COMMENTS
	Additional charge of £10-00 on any order involving conservation team			
<b>16. Permit Fees for Use of Digital Camera</b>	£5-00 daily fee £30-00 annual fee	£6-00 daily fee £40-00 annual fee		The current daily permit fee was increased in 2010. The annual fee has not been increased since its introduction in 2008. As the number of shots which can be taken on a daily or an annual permit is unlimited, both proposed fees still represent very good value for money for Archive Service users.
<b>17. Photography on Archive Service premises</b>	Proportion of additional staff time required to facilitate and supervise photography based on current research fee scale	No change		This charge is linked to the research fee.
<b>18. Photographic and microfilming orders handling fee for commercial orders</b>	Flat rate of £50-00	EU orders:  No change £50-00 (£41.67 + £8.33 VAT)	Non EU orders:  £50-00	The Archive Service uses the nearest archive service which offers this service and which can provide the requisite security and quality standards. However this necessitates a greater input of staff time in transporting documents for filming.



FEE/CHARGE	CURRENT	PROPOSED	COMMENTS
<b>PUBLICATION FEES</b>			
<p><b>19. Publication fees for the reproduction of documents in: exhibitions, hard copy or online publications or media broadcasting.</b></p>	<p>Sliding scale of charges according to the nature of the publication, print run or broadcast</p> <p>Community /academic journal publication/ website/ exhibition/ DVD: £10-00 for first item, plus £5-00 for each additional item</p> <p>Commercial publication: hard copy/exhibition/ website: £30-00 for first item, plus £10-00 for each additional item</p> <p>Multiple commercial publication e.g. cards £50-00 for print run of up to 1000; £10-00 for each additional 1000</p> <p>Standard fee set at £150 for world wide rights for first item; £50-00 for each additional item</p> <p>Commercial DVD : £60-00 for first item: £5-00 for each additional items</p> <p>World wide web publication: £150 for first item; £50 for each additional item</p>	<p>No change</p> <p>No change</p> <p>No change</p> <p>No change</p> <p>No change</p> <p>No change</p>	<p>These fees cover the staff costs involved in checking copyrights and contacting owners of collections to obtain permission for the publication of documents. The scaling is based on the nature of the publication, the length of publication runs or the nature of network broadcasting. For fees purposes, media categories were updated in 2010 to reflect current requests for use. Broadcasting and web site publication is licensed by the Service The Service's Media Policy alerts media companies to the application of fees.</p>

FEE/CHARGE	CURRENT	PROPOSED	COMMENTS
<b>OUTREACH SERVICES</b>			
<b>20. Talks to / visits by external organisations and groups</b>	<p>£35-00 County/City £40-00 out of county</p> <p>Saturday group visits: £40</p>	<p>£40-00 County/City groups £45-00 Out of county groups</p> <p>£45-00</p>	<p>These fees were last increased in 2008. External talks and group visits are prepared and given by senior staff in the Archive Service. They are heavily subsidised in terms of staff time both for preparation and delivery but are seen as an essential form of outreach activity and community engagement. Demand is very variable in any one year. Fees may be waived for retired / disabled groups at the discretion of the Archive Service. The proposed fees are in line with the Staffordshire Arts and Museums scale of fees.</p> <p>Group visits on Saturdays require additional staffing.</p>