

## Draft Heads of Terms

### 1. Parties:

- a. Staffordshire County Council (SCC)
- b. Stoke-on-Trent City Council (SOTCC)

### 2. Recitals/Preamble:

The parties are agreeing these heads of terms in anticipation of an order (the **Order**) under Schedule 2 of the Coroners and Justice Act 2009 amalgamating the Staffordshire and Stoke-on-Trent coroner areas to create a new coroner area to be known as the Staffordshire and Stoke-on-Trent Coroner Area

### 3. Commencement Date and Term:

- a. The agreement will be signed on or before the date of the making of the Order.
- b. The agreement will come into force on the same date as the Order comes into effect and will remain in force until it is terminated by agreement of both parties acting in compliance with their statutory duties under the Coroners and Justice Act 2009

### 4. The Joint Committee

SCC and SOTCC will establish a Joint Committee under section 9EB of the LGA 2000 [and s101 of LGA 1972] to discharge the executive [and non-executive] functions as set out in these Heads of Terms. The name of the Joint Committee shall be [Staffordshire and Stoke-on-Trent Coroner Area Joint Committee].

### 5. Functions and delegations

- a. The parties will nominate SOTCC as the “relevant authority” for the Staffordshire and Stoke-on-Trent Area for the purposes of paragraph 3(3)(a) of Schedule 2 of the Coroners and Justice Act 2009. The nomination means that all the “relevant authority functions” across the wider coronial area vest in SOTCC in the first instance.
- b. SOTCC and (to the extent that it holds coronial functions) SCC will delegate to the Joint Committee their functions under the following, insofar as they are executive functions:
  - s24 of the Coroners and Justice Act 2009 (Provision of Staff and Accommodation).
  - s23 of the Coroners and Justice Act 2009 (Appointments)
  - s111 of the Local Government Act 1972 and all other powers in relation to the service described in the business case (attached).

The business case provides further details of the functions.

- c. The Joint Committee will delegate the discharge of the functions in paragraph 5(b) above to the Assistant Director (Governance and Registration) of SOTCC, acting in accordance with the budget (except where considered reasonably necessary, subject to officer consultations and the expenditure being reported to the next Joint Committee meeting).

### 6. Membership of the Committee

- a. The parties agree that each shall appoint 2 members from their respective Executives to the Joint Committee. Both parties shall also appoint named Deputies for those Members. If any one or more Member cannot attend a Joint Committee meeting one or more of those Deputies can attend in their place.
- b. The appointment of chairpersons shall alternate on an annual basis between the parties, with one of the Members of Staffordshire County Council occupying the chair for the (balance of the) first financial year.

## **7. Meetings of the Committee**

- a. Meetings of the Joint Committee will be held quarterly. Either party may call meetings at more frequent intervals.
- b. Quorum of meetings: 2 Members present, at least one Member from each party must be present.
- c. The parties agree that the following are to be present at all meetings in a non-voting capacity
  - a Senior Finance Business Partner (or a suitable substitute) from each party
  - the Senior Coroner or their nominee
- d. The venue for Joint Committee meetings will alternate between the North and South of the Coroner Area, with the first meeting being in the North (in Stoke-on-Trent)

## **8. Finances**

- a. SOTCC to act as Accountable Body for the Joint Committee and will have responsibility for the preparation of financial reporting to the Joint Committee
- b. The 'Distribution Formula' will be that 64.5% of costs will be funded by Staffordshire County Council and 35.5% by Stoke-on-Trent City Council. The parties will review this apportionment triennially [based on the volume of work undertaken falling in each local authority's area in the preceding three years].
- c. For the financial year 2023/24 the total budget envelope will not exceed £2,169,300 –
  - Staffordshire County Council's budgetary commitment will not exceed £1,401,100.
  - Stoke-on-Trent City Council's commitment will not exceed £768,200.

The budget calculation excludes overheads from Staffordshire County Council. These will not transfer when the service is managed by Stoke-on-Trent City Council

It is recognised that actual costs are not controllable and accordingly any overspends will be distributed in the proportions agreed by the Joint Committee.

- d. Budgets for subsequent financial years will be agreed annually as part of both local authorities' annual budget setting process in accordance with the following timelines:
  - AD Steering Group (as per paragraph 13) to 'agree' budget by 30<sup>th</sup> September.
  - Budget requirement to be estimated by the Joint Committee no later than 31st December, to allow time for the parties to then seek approval through their respective budget setting processes.

The apportionment between the parties will be in line with the Distribution Formula.

- e. Any changes to the budget within a financial year will need to be approved by the Joint Committee.
- f. The annual budget will be invoiced and paid quarterly in advance of each quarter in equal instalments.
- g. Full transparency of the overheads incurred by the new Joint Coroners service will be included in the financial reporting.
- h. Early indication of any significant overspend (or underspend) should be shared as soon as apparent and unless resolved earlier shall be
  - referred to the AD Steering Group
  - failing a resolution at the AD Steering Group, referred to the next scheduled Joint Committee meeting (or an extraordinary meeting, where called by SCC)

In the event that consensus is not reached at Joint Committee, it will be referred to the dispute resolution procedure for resolution.

“Significant” shall mean anything over (or under) 10% of the overall budget.

## **9. Costs, Liabilities and Indemnities**

- a. The intention of the parties is that all losses, claims, expenses, actions, demands, costs and liabilities incurred by the Joint Committee and by the parties fulfilling their obligations under the agreement is to be shared by the parties in such proportions as agreed by the Joint Committee.

## **10. Reporting and Monitoring**

- a. Finance will be a standing item on the Joint Committee agenda.
- b. A statement on spend against budget and forecast spend for the new area will be produced by Stoke-on-Trent City Council. The suggested format is included in Appendix [x].
- c. Supporting documentation for expenditure can be requested by SCC in line with an open book approach. Supporting documentation can include:
  - Detailed transaction list
  - Ledger prints
  - Invoices
  - Any other system prints to support internal recharges.
- d. SOTCC to provide a monthly report on finances to SCC and quarterly in advance of the Joint Committee meetings.
- e. As noted above, any significant overspend (or underspend) should be shared with as soon as apparent.

## **11. Contracts**

- a. A list of existing SCC Contracts is annexed: [Body removal contract, funeral director contracts, agreements with hospitals, etc]
- b. Where assignment of existing SCC Contract isn't considered viable, SCC is to hold the existing contracts on trust for the benefit of SOTCC, who will have responsibility for managing them on a day-to-day basis. SOTCC and SCC will cooperate with each other to ensure service delivery is maintained in accordance with the contracts.
- c. New contracts will be entered into by SOTCC in its capacity as Accountable Body. SCC to assist with any retendering insofar as existing contracts contain relevant obligations (provision of TUPE liability information, etc)

## **12. Staffing**

### TUPE at Start

- a. SCC Staff identified in Annex [x] to transfer to SOTCC.
- b. The parties agree that the terms of conditions of employment/continuity of service/pensions of such staff are maintained in accordance with the Cabinet Office Statement of Practice and (insofar as applicable) The Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE).
- c. The parties agree to comply with all other requirements of the said Statement of Practice and (as applicable) TUPE in relation to such staff.

- d. Any related proportion of costs and/or liabilities will be agreed between the parties and set out in the agreement.

TUPE at Exit

- e. Parties to cooperate to comply with TUPE and/or the said Statement of Practice (as applicable).

**13. Other Governance**

- a. The Standing Orders applicable to meetings of the Joint Committee shall be those of SOTCC.
- b. Scrutiny will be through each party's Overview and Scrutiny Committees
- c. Officers: AD Steering Group
  - to meet quarterly in advance of the Joint Committee
  - composition: the parties respective Assistant Directors (ADs) plus the officer responsible.
  - no decision-making powers.
  - meetings to be held remotely or in person as agreed.

**14. General**

- a. The agreement will be reviewed on a 10 year basis or more frequently if agreed by the parties.
- b. Any amendments to the agreement to be made by formal agreement in writing signed on behalf of each of the parties.
- c. Dispute resolution – in the event of a dispute in relation to the agreement, the parties shall endeavour to resolve the dispute through officers of the authorities with escalation to Chief Executives (or equivalent). Should this fail to resolve the dispute, it will be referred to mediation through CEDR and if that fails, it will be resolved through arbitration by a jointly nominated arbitrator (or failing agreement on an arbitrator, such arbitrator as is nominated by the Law Society).
- d. Notices – at the principal offices of the other party addressed to the Monitoring Officer of that party.
- e. The agreement is to be executed as a deed.