

THIS AGREEMENT is made the            day of            2017  
BETWEEN THE BOROUGH COUNCILS OF STOCKTON ON TEES of the first  
part HARTLEPOOL of the second part MIDDLESBROUGH of the third part and  
REDCAR AND CLEVELAND of the fourth part (hereinafter called “the  
Councils”)

WHEREAS:

1.1 The Councils have agreed to provide and operate a joint archives service.

1.2 The Councils have further agreed that except for those records and archives which form part of local history collections held by said Councils pursuant to the provisions of the Library and Museums Act 1954 all archives and records which were formerly held by Cleveland County Council should remain part of the Archives Service and as such shall be administered maintained and developed in accordance with the arrangements made under this Agreement.

1.3 The Councils have passed the necessary resolutions for the purpose of entering into this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:-

2.1 The joint archives service shall be known as “The Teesside Archives Service” (hereinafter referred to as “the Archives Service”).

2.2 A joint committee to be known as “the Teesside Archives Joint Committee” (hereinafter called “the Joint Committee”) shall be and is hereby constituted and shall conduct its business in accordance with the provisions set out in the Schedule to this agreement.

2.3 The Joint Committee shall administer maintain and develop the Archives Service and shall do all such things as they consider necessary or proper to facilitate such purposes including but not exclusively the budget for the Archive and the apportionment thereto of the Councils.

2.4 The Joint Committee shall consider and make recommendations to the Councils with respect to the submission of bids for capital allocations in respect of which the consent of all the Councils may be required.

2.5 Any contract entered into on behalf of the Joint Committee including contracts of employment of staff shall be entered into by Middlesbrough Borough Council on such terms as may be agreed between the Joint Committee and that Council.

2.6 The Borough Council of Middlesbrough (hereinafter called “the Holding Authority”) shall hold for the joint use and benefit of all the Councils any archives or records acquired on behalf of the Joint Committee together with all rights of Cleveland County Council (hereinafter referred to as “the County Council”) in all archives and records owned and/or deposited with the County Council as part of that Council’s archives service.

2.7 Spending allocation for capital expenditure incurred in respect of facilities which are used for the general administration of the Archives Service and all revenue costs directly attributable to the financing of such capital expenditure shall be met by the Councils in proportion to the Registrar General's estimated population figures for the districts of the Councils respectively for the year prior to that in which the expenditure is incurred.

2.8 The Holding Authority shall:

- a) Prepare annually by the 1<sup>st</sup> February a capital and revenue budget which shall show inter alia the amount to be contributed by the Councils.
- b) Arrange for the Joint Committee to meet each February for the specific purpose of approving the proposed budget and at any other time at the specific request of any of the Councils.
- c) As soon as practical after the said meeting of the Joint Committee send each of the Councils a copy of the said accounts.
- d) Make available to the Joint Committee the services of such legal, financial, secretarial and other facilities including accommodation as the Joint Committee may require for the purpose of this agreement.
- e) Appoint to its workforce a team of appropriately qualified staff specialising in archives.
- f) Bear in the first instance the expenses and expenditure of the Joint Committee except the expenses of the attendance of individual Council representatives which shall be divided annually between the Councils in proportion to the Registrar General's estimated population figures for each of the Councils respectively for the year prior to that in which the expenditure is incurred.
- g) Recover from each of the Councils on a quarterly basis a payment on account of their contribution to the budgeted sum.

2.9 Unless approved for in its budget nothing in this Agreement authorises the Joint Committee to incur any expenditure in the discharge of its functions.

2.10 This Agreement shall commence on the first day of April 2017 and shall continue for a period of five years.

2.11 At any time any of the parties may withdraw from this Agreement by giving not less than twelve month's notice in writing to all the other parties to expire on the thirty first day of March in any year and such withdrawal shall have the effect of terminating this Agreement from the end of the period of such notice subject to the right of the remaining Councils to reconstitute the Archives Service under a new Agreement:

- a) On the termination of this Agreement any archives or records which relate exclusively to a District (or any part thereof) shall vest in the Council of that District and any other archive or records or any property held by the Holding Authority for the purposes of the Archives Service shall vest in the respective parties as may be determined by the Joint Committee on such terms and conditions as may be agreed.

- b) Any costs of redundancy of staff disposal of equipment or associated costs arising from the termination of the Agreement shall be met by the Constituent Councils in proportion to their respective aggregate contributions to the Archives Service from 1<sup>st</sup> April 1996 to the termination of the Agreement and the certificate of the Finance Director of the Holding Authority of such contributions shall be conclusive evidence thereof.
- c) Upon the termination of this agreement the Parties hereto will determine the best appropriation of staff then employed by the Holding Authority mainly or exclusively on the function which is the subject of this Agreement and in doing so:-
  - (i) will carry out reasonable consultation with all appropriate staff association
  - ii) if in consequence of the said termination the relevant function will thenceforth be exercised directly by one or more of the other parties to this Agreement will use their best endeavours to ensure that (wherever reasonably possible) the relevant staff will if needed by that authority or those authorities and if the individual members of staff so agree be transferred or seconded by Middlesbrough Borough Council to that authority or those authorities
  - iii) In the event of any employment claim arising from the said termination of this agreement the said claim shall be conducted by the Holding Authority.

2.12 Subject as provided by Section 103 of the 1972 Act any question dispute or difference in relation to any matter in connection with this Agreement which may occur between the Councils or any of the or between the Joint Committee and any of the Councils shall be referred to a single Arbitrator to be appointed by agreement between the parties in dispute or in default of such agreement by the Secretary of State for the Environment and the decision of such Arbitrator shall be final and binding and the Arbitration Act 1950 shall apply to such a reference.

## THE FIRST SCHEDULE HEREINBEFORE REFERRED TO

### The Joint Committee

1. Each authority will appoint 1 executive member to the Joint Committee.
2. In the context of the Local Government Act 2000 and related regulations, the function of the joint committee is an executive responsibility, being a Joint Committee of less than 5 authorities, the executive of each Council will only appoint an executive member to the Joint Committee.
3. Political balance rules will not apply to those appointments for the committee membership overall.
4. Each Member appointed to the Joint Committee will hold office from the date of appointment to the date of their respective authority's annual Council meeting, unless they resign or are replaced beforehand by the appointment by their authority of a new representative member.
5. Each Council must nominate at least one deputy and up to three persons, any of whom may act as deputy for any of the members of the Joint Committee appointed by them and, any person so nominated, may attend and vote at any meeting which one of the members for whom he is appointed deputy is unable to attend, or which is held at a time when a casual vacancy exists in the members appointed by the Authority by whom he is nominated. The Joint Committee will appoint a Chair and Vice Chair from its members. The Chair of the Joint Committee will rotate annually between four local authorities on the following basis:- Middlesbrough Hartlepool Stockton Redcar and Cleveland The Joint Committee shall have a Vice- Chair from the authority next in rotation for the Chair. At the first meeting in the municipal year the Joint Committee shall appoint as Chair and Vice-Chair the Councillors nominated by the relevant authorities.

### **Function and Powers**

6. The function of the Joint Committee is to oversee and take decisions in relation to the locating, collection, preserving, processing and promoting the uses of the archives and records as defined in the Local Government (Records) Act 1962) and, in accordance with the powers delegated by the executive of each Council, parties to the Agreement, the Joint Committee shall administer, maintain and develop Archives Services and shall do all such things as they consider necessary or proper to facilitate such purposes in accordance with the Agreement including:
  - a. the preparation and review of the work of the Archives Service;
  - b. the monitoring and review of the work of the Archives Service;
  - c. the determination of the budget and staffing of the Archives Service; and
  - d. commenting on matters affecting archives and records regionally and nationally insofar as they affect the Archives Service.

## **General Provisions**

7. The Joint Committee shall meet each February for the specific purpose of approving the proposed budget and at any other time at the specific request of any of the Councils.
8. In the event of a casual vacancy occurring in the office of Chair, the constituent authority by whom the office holder concerned was nominated will nominate a successor to hold office for the remainder of the term of the office holder.
9. If the Chair is absent from the meeting of the Joint Committee, the Vice-Chair will preside as Chair for that meeting. In the absence of the Vice-Chair the Joint Committee shall appoint one of their members to preside.
10. The Holding Authority's Head of Legal Services and Director of Finance shall act as Secretary and Treasurer to the Joint Committee.
11. Except in cases of urgency with the approval of the Chair, at least five clear days' notice of any meeting, specifying the business proposed to be transacted, will be sent by the secretary to each representative member of the Joint Committee, each named substitute and each Chief Executive of a constituent authority.
12. Any three members of the Joint Committee (or their substitutes) shall form a quorum.
13. Voting at Joint Committee meetings will be by show of hands. Each member will have one vote, save that, in the case of an equality of votes the Chair shall have a casting vote.

The Joint Committee has full power to make further rules regarding its proceedings and the conduct of its business, and to vary such rules, as it may from time to time consider appropriate, provided that at least three members vote in favour of the resolution.

## **Joint Arrangement**

1. LGR disaggregation as at 1/4/96 proceeded on the basis that the County Council staff were to be redeployed according to the population percentages set out in the annex hereto i.e. in the absence of agreement to the contrary, each district was entitled and obliged to take staff equating to their relevant percentage. The population percentage(s) shall be the "relevant percentage (9)" for the purposes of this Schedule.
2. The concept of a joint arrangement with a lead authority was designed to provide for continuation beyond 31st March 1996 of the pre-reorganisation situation, with staff being transferred to the lead authority as at that date.
3. It was fundamental to the joint arrangement that the lead authority should not be disadvantaged by the transfer of staff to that authority; that principle extended as much to a termination situation as to a continuation to the service. It is to be noted that a joint agreement is terminated on the withdrawal of any authority. It then rests with the other authorities whether or not they wish to establish a new joint arrangement.
4. Accordingly, on termination, the fair sharing of the benefit and burden of staff employed in the service ("service staff") in the relevant percentages should remain the guiding principle. On any termination, therefore, the starting off point should be that each of the authorities will be entitled and obliged to take the number of service staff equating (as nearly as may be) to their relevant percentage (the "staff benefit/burden"). Disaggregation of other assets may also be an issue and is referred to in paras 9 and 10.
5. Authorities establishing a new joint arrangement would need to be protected against the outgoing authority avoiding a share of costs properly attributable to it, but which might arise only on a future winding up of the joint service. Conversely, the outgoing authority would need to be protected against bearing costs at the point of termination which benefit future operation of the service and, therefore, are properly attributable to the continuing authorities.

## **Staff**

6. The number of service staff together with the relevant percentage of the outgoing authority may dictate whether disaggregation of staff in accordance with the relevant percentages is practicable. Subject thereto, an outgoing authority would be responsible for redeploying service staff equivalent to its relevant percentage, or for the cost of redundancy of surplus service staff up to that percentage. Authorities who wish to remain within a new joint arrangement may implement their staff benefit/burden through the lead authority under the new arrangement taking staff equal to their combined percentages.
7. It may, however, suit a new joint arrangement lead authority to take staff in excess of the remaining authorities' combined percentage i.e. to retain service staff not required by an outgoing authority; indeed, the staff/percentage ratio may make it inevitable. A calculation of the overall

redundancy cost of winding up the service would be made as at the date of termination. A withdrawal cost for each authority is thereby achieved. An assessment would be made of the redundancy costs which the outgoing authority had avoided by the new joint arrangement lead authority's retention of staff not taken by the outgoing authority ("the termination payment"); the outgoing authority could either:-

(a) pay the termination payment immediately to the lead authority as a contribution to future redundancy costs arising on winding up of the new joint arrangement, or, if the outgoing authority so elect

(b) pay, on each future occasion when redundancy costs are payable in respect of service staff ("the future occasion") the product of the formula:-

$$\frac{A \times B}{C}$$

Where

(A) = the termination payment,

(B) = redundancy costs actually to be paid on the future occasion, and

(C) = the total redundancy cost which would be payable on a winding up of the joint service at the time of the future occasion, until the aggregate of the sums so paid on each future occasion equals the termination payment.

8. On any future termination of a new joint agreement, the same exercise would be gone through by the districts involved, their respective staff benefit/burdens being calculated by reference to their combined population percentages at the time of commencement of the new joint agreement (subject to any contrary provision in the new agreement).

#### **Non-personnel assets (other than land and premises)**

9. Assets would be valued as at the date of termination and a value ascribed to each authority according to their relevant percentages. Subject to 10, assets would be disaggregated accordingly.

10. In the event of a new joint arrangement being entered into, assets essential to the service would be retained and transferred to the new lead authority. The new lead authority would re-imburse the outgoing authority to the extent which the value of the assets disaggregated to the outgoing authority fell short of the value to which that authority would have been entitled according to its relevant percentage. Such reimbursement would be either by way of an immediate payment or, with the consent of the outgoing authority, by means of a deferred payment or payments to be made on a date or dates and in such a sum or sums to be agreed with the outgoing authority, so that in all cases that authority is reimbursed to the full extent of the value of the assets to which it was entitled by virtue of its relevant percentage.

#### **LGR population percentages**

11. Population percentages for the four Councils are based on the Registrar General's estimated population figures for the district of the Councils respectively for the year prior to that in which the expenditure is incurred.

**IN WITNESS** whereof the parties have caused their respective common seals to be affixed hereunder the day and year hereinbefore written

THE COMMON SEAL OF THE BOROUGH COUNCIL OF HARTLEPOOL was hereunto affixed in the presence of:-

THE COMMON SEAL OF THE BOROUGH COUNCIL OF STOCKTON ON TEES was hereunto affixed in the presence:-

THE COMMON SEAL OF THE BOROUGH COUNCIL OF REDCAR AND CLEVELAND was hereunto affixed in the presence of:-

THE COMMON SEAL OF THE BOROUGH COUNCIL OF MIDDLESBROUGH was hereunto affixed in the presence of:-