

Colchester

Ipswich

## ***Colchester & Ipswich Museum Service***

**A Combined Museum Service for Colchester and Ipswich**

## **Joint Committee Agreement 2007-2018**

Between:

**Colchester Borough Council**

**&**

**Ipswich Borough Council**

**FINAL**

## **Joint Committee Agreement – Final**

### **About the document**

This is a Joint Committee Agreement, concerning a combined museum service for Colchester and Ipswich, between:

**(1) Colchester Borough Council** of Town Hall High Street Colchester CO1 1FR (“Colchester”)

**and**

**(2) Ipswich Borough Council** of Grafton House Russell Road Ipswich IP1 2DE (“Ipswich”)

Who are collectively referred to in this agreement as “the Partner Authorities”. It is an agreement for a period of 10 years from 1 April 2007, subject to the terms and conditions of this agreement.

This agreement sets out the relationship between the two organisations in relation to the combined museum service.

The document has six sections

- 1. Preamble**
  - Operational/Policy context for the funding partners
  - The key contacts in both organisations
- 2. Service Level**
  - Strategic
  - Ipswich Specific
  - Colchester Specific
- 3. Funding Arrangements**
  - Level of funding for 2007/2008 with planning figures for 2008/2009 and 2009/2010
  - Schedule of Payments
- 4. The Joint Committee**
  - Joint Committee
- 5. Constitution of the Joint Committee**
  - Decision Process
  - Scrutiny arrangements
  - Monitoring and Assessment
- 6. Dissolution Arrangements**
  - Criteria
  - Financial liability
  - Staffing liability
- 7. Review**

## **Joint Committee Agreement – Final**

### **1. Preamble**

- Operational/Policy context for the funding partners
- The key contacts in both organisations

## 2. Service Level

### 2.1 Strategic

The vision and aim of the combined museum service will be to provide a museum service that:

- ***Acts as a source of pride, inspiration and fun, for all the diverse peoples of Colchester and Ipswich, the East of England, and more widely***
- ***Is recognised as one of the best in the country and a role model for others both inside and outside the museum sector***

Underlying this vision is a set of values that express the belief:

- ***in the value of museums to local communities and society and the important role they play in engendering community pride and identity***
- ***that collections are central to our purpose and that it is our mission, not only to preserve and manage them, but also to unlock and communicate their stories***
- ***that the user is at the heart of what we do and we commit ourselves to deliver customer excellence***
- ***in a strong commitment to inclusion, access, and diversity***
- ***in a 'One Staff' approach that recognises and utilises staff talents***
- ***that learning is at the heart of a successful organisation***
- ***in the need to have strong financial management and to be cost effective while always striving to improve service delivery***
- ***in a commercial approach that seeks to maximise all available opportunities while still adhering to core principles of fair access***
- ***in the need for strong performance management in order to ensure high standards and effective service delivery***
- ***in striving to be innovative and being prepared to take risks in order to achieve excellence***
- ***that change is inevitable and should be viewed as an opportunity***
- ***in an outward looking perspective that proactively seeks partnership and funding opportunities***
- ***that supporting and working with the wider museum community is not only our duty but also adds to the well-being of the organisation***
- ***that working together across Colchester and Ipswich, in equal partnership, can only be of benefit to both councils and communities***

## Joint Committee Agreement – Final

### 2.2 Ipswich Baseline Services

The Ipswich Museum Service specific service provided at Ipswich must include:

- Directly manage and operate the following museums:
  - Christchurch Mansion - seven days a week, 10.00 am – 5.00pm, with a few days closure over the Christmas period to be decided at operational level
  - The High Street Museum – five days a week (Tuesday – Saturday), 10.00 am – 5.00pm, with a few days closure over the Christmas period to be decided at operational level

This does not include managerial responsibility for the fabric of the building other than reporting any issues to Ipswich

- The provision of appropriate technical advice to the building maintenance process
- Under a partnership arrangement operate a Museum Programme through one room in the Town Hall and contribute to the developing ideas for the longer term use of the building
- Provide life long learning service appropriate to the museums, the collections, the needs of users, and the size of the service
- Provide inclusive opportunities for both formal education visits and family learning activities and special events.
- Develop and provide a Community Outreach programme
- Care for, manage and make accessible the museum collections held by Ipswich including those placed into storage and those which Ipswich has loaned to others.
- Interpret the collections and museum buildings, and the stories that they represent, through a range of appropriate methods
- Conduct appropriate programmes and strategies including exhibition programmes to not only increase visits and usages but also to diversify the audience
- Carry out all necessary steps to ensure status is maintained under Museum Accreditation; & Investors in People
- Obtain and maintain status under an additional national accreditation scheme VAQAS
- Consider other appropriate accreditation schemes in particular the museum Designation scheme

## Joint Committee Agreement – Final

- Provide all appropriate museum performance figures in order to allow Ipswich to report Best Value Performance Indicators to the Audit Commission. These figures must be provided unless Ipswich agrees otherwise.
- Contribute as appropriate to the broader objectives of Ipswich as set out in its Corporate Plan 'Transforming Ipswich', and its Cultural Strategy 'Vibrant Ipswich' and to work with other Ipswich service areas to achieve this
- In relation to museum matters, represent Ipswich as appropriate at County; Regional; National; and International level.

### 2.3 Colchester Baseline Services

The specific service provided at Colchester will be to:

- Directly manage and operate four buildings as public museums:
  - Colchester Castle - seven days a week (10.00 am – 5.00pm Monday – Saturday and 11.00am – 5.00pm Sunday), with a few days closure over the Christmas period to be decided at operational level
  - Hollytrees Museum - seven days a week (10.00 am – 5.00pm Monday – Saturday and 11.00am – 5.00pm Sunday), with a few days closure over the Christmas period to be decided at operational level
  - Colchester Natural History Museum - seven days a week (10.00 am – 5.00pm Monday – Saturday and 11.00am – 5.00pm Sunday), with a few days closure over the Christmas period to be decided at operational level
  - Tymperleys Clock Museum – seasonal opening April – October, five days a week (Tuesday – Saturday 10.00am – 1.00pm & 2.00pm – 5.00pm)
- Provide life long learning service appropriate to the museums, the collections, the needs of users, and the size of the service
- Provide inclusive opportunities for both formal education visits and family learning activities and special events.
- Provide a Community Outreach programme
- Care, manage and make accessible the museum collections held by Colchester
- Interpret the collections, museum buildings, the history of Colchester and its communities and the stories that they represent, through a range of appropriate methods
- Conduct appropriate programmes and strategies to not only increase visits and usages but also to diversify the audience

## **Joint Committee Agreement – Final**

- Carry out all necessary steps to ensure status is maintained for Museum Accreditation; Designation; VAQAS; & Investors in People
- Provide all appropriate museum performance figures in order to allow Colchester to report Best Value Performance Indicators to the Audit Commission. These figures must be provided unless Colchester agrees otherwise.
- Directly manage certain key heritage assets owned, or managed on behalf of English Heritage, by Colchester including the Town Walls, St. Botolph's Priory, St. John's Abbey Gateway, Lexden Triple Dyke, Blue Bottle Grove Dyke, the Colchester Roman Theatre, and the Mersea Barrow.
- In partnership with other parts of Colchester contribute to other aspects of heritage management, interpretation, and strategies
- Maintain, update and develop the Colchester Urban Archaeology Database
- Provide all the necessary archaeological advice in relation to planning applications and, as appropriate, more generally to the planning process
- Contribute as appropriate to the broader objectives of Colchester as set out in its Strategic Plan, Cultural Strategy, and Service Improvement Plans
- In relation to museum matters, represent Colchester as appropriate at County; Regional; National; and International level

### **2.4 Specific Joint Service Functions**

The specific functions to be provided as a joint museum service will be to:

- Provide the necessary key management functions appropriate to the nature and scale of operations
- Maintain and operate a headquarters building (the Museum Resource Centre, Ryegate Road, Colchester)
- Maintain and operate storage for artefacts not on display including a large storage facility at Heckworth Close, Severalls Industrial Estate, Colchester and any storage facility provided by Ipswich for the purposes of the Joint Museums Service from time to time.
- Provide a Conservation Service both to meet a range of in-house needs and as a commercial service
- Take a lead both regionally and nationally in the field of disability issues in museums including continuing to hold an annual national conference ('Dis:cover')

## **Joint Committee Agreement – Final**

- Develop and implement a rolling programme of three year Museum Development Plans
- Represent the joint service as appropriate at County; Sub-regional; Regional; National; and International level
- Continue to be a partner in the East of England Hub and: implement all the service specific actions in the current Hub business plan; working with the four partners, contribute to the development of the next Hub Business Plan; and report as required by MLA and DCMS
- Give advice and support to the wider museum community, in accordance with the requirements of a Hub museum and in recognition of the status and size of the joint service, commensurate with the amount of resources available at any one time
- Implement and comply with the Business Plans and Development Plans approved by the Partner Authorities' Executives and/or the Joint Committee from time to time.

## **2.5 Specific Limits and Requirements**

### **2.5.1 Colchester (as the lead authority) shall ensure that:**

- (a) No object of any description which forms part of the collection owned by Ipswich's museums service as at the date of this agreement shall be permitted to leave Ipswich unless that item is recorded in a register of collections which may be made electronically and which must include (where appropriate):
- i. a photograph of the item.
  - ii. a description of the item.
  - iii. a record of the fact that the item belongs to Ipswich Borough Council.

This does not prevent any object being moved from Thorrington Barn or from the possession of Suffolk County Council or other archaeological excavation unit to Heckworth Close or other appropriate location or for urgent conservation projects

- (b) Any significant change to the display of the Partner Authority's collection would be subject to prior agreement and form part of the business plan which will be agreed by both Partner Authorities.
- (c) The Joint Museum Service is operated in such a way that the museums or any part of them are open to the public only where all risks to the health and safety of the public or any employee or Councillor of the Partner Authorities are, so far as reasonably practicable, avoided.

## **Joint Committee Agreement – Final**

- (d) Each Partner Authority's collections and museums receive a fair share of the available management and conservation resources (unless the Joint Committee agrees otherwise).
- (e) Any goods services or property purchased as part of the joint museum service and which are wholly or partly funded from the Joint Museum Account will, so far as possible, be procured so that if this agreement ends :
  - i. The body or bodies who funded the purchase of the property (including jointly funded property) can be identified and the ownership dealt with that time.
  - ii. Any title to the item can be transferred to Ipswich without any further payment having to be made to any supplier (eg a software supplier or the owner of goods under an operating lease).
  - iii. Where goods or services are purchased specifically for use at Ipswich then they are purchased in Ipswich's name.
- (f) All acquisitions or additions to the collections of the joint museums service shall be acquired in the name of Colchester or Ipswich and the ownership shall be clearly recorded in the collections register.
- (g) All acquisitions or additions shall be fairly distributed (in terms of ownership and display) between Ipswich and Colchester.
- (h) All display cases computers and other equipment belonging to Ipswich are clearly marked as Ipswich's property.

### **2.5.2 Both Partner Authorities agree that:**

- (a) Ipswich artefacts may be stored at Colchester storage facilities without any charge over and above the Annual Contribution.
- (b) Colchester artefacts may be stored at Ipswich storage facilities without any charge over and above the Annual Contribution.
- (c) The Partner Authorities will co-operate with each other (or their auditors or contractors) and give full access to documents, premises and records to the extent that the Partner Authorities (or their auditors or contractors) reasonably require such access or co-operation in order to:
  - i. Monitor the operation of this agreement.
  - ii. Audit the performance and systems in the joint museums service.
  - iii. Investigate complaints about the operation of the joint service.

## **Joint Committee Agreement – Final**

- iv. Respond to requests for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2005.
- (d) Colchester grants Ipswich a permanent irrevocable licence to use and to allow others to use for any purpose and without payment any intellectual property created by or on behalf of Colchester as a result of the this agreement (except to the extent that the intellectual property exclusively relates to museums and/or collections owned by Colchester).
- (e) Neither this agreement nor the operation of it gives Colchester any legal estate (leasehold or otherwise) or rights or title to over any real or personal property belonging to Ipswich or the right to grant the same on behalf of Ipswich.
- (f) Any intellectual property created by or on behalf of the joint museums service shall, to the extent that it relates to Ipswich's collection or Ipswich's sites belong to Ipswich.
- (g) Any intellectual property created by or on behalf of the joint museums service shall, to the extent that it relates to Colchester's collection or Colchester's sites belong to Colchester.
- (h) Ipswich will handle and respond to Freedom of Information Act requests concerning the Ipswich aspects of the Joint Museum Service.
- (i) Colchester will handle and respond to Freedom of Information Act requests concerning the Colchester aspects of the Joint Museum Service.
- (j) Each Partner Authority will notify the other of any FOI requests received which relate to the functions of the Joint Committee.
- (k) All employees employed in the Ipswich Museums Service on 31 March 2007 shall transfer to Colchester Borough Council with effect from 1 April 2007

### **2.5.3 Exclusions - Both Partner Authorities agree that:**

- (a) The following areas are excluded and remain the responsibility of the respective Partner Authority's as they apply to the museum collections and museum buildings of each respective partner:
  - i. The disposal or permanent transfer of title of any item in either Partner Authorities museum collections.
  - ii. The decision to levy admission charges to the general public to any of the museum buildings

## Joint Committee Agreement – Final

- iii. Changes to the opening times of the museum buildings (as set out in 2.2 and 2.3) apart from when there is an overriding operational issue, such as a health and safety matter, that necessitates a short-term closure
- (b) Decisions in these areas be agreed through the agreed political decision making process of each Partner Authority
- (c) A Partner Authority shall inform the other of any proposals to make any decision under paragraph a) above

## 3. Funding

### 3.1 Annual Contribution

The level of funding for 2007/2008 in relation to the Joint Museum Service is presented below along with the contribution required from each partner. Figures are also presented for 2008/2009 and 2009/2010 but these are only put in for planning purposes.

|   | 07/08                       | 08/09      | 09/10      |
|---|-----------------------------|------------|------------|
| <b>Ipswich Annual Contribution for Direct Costs</b>                               | <b>£857,002</b>             | £844,887   | £833,393   |
| <b>Colchester Annual Contribution for Direct Costs</b>                            | <b>£796,194</b>             | £782,141   | £768,655   |
| <b>Joint Service Direct Cost (Net)</b>  | <b>£1,653,196</b>           | £1,627,028 | £1,602,048 |
| <b>Ipswich contribution towards Support Costs for the Joint Museum service</b>    | <b>£17,500</b>              | £17,938    | £18,386    |
| <b>Colchester contribution towards Support Costs for the Joint Museum service</b> | <b>£160,153<sup>1</sup></b> | £164,156   | £168,260   |
| <b>Total Support Costs for the Joint Service</b>                                  | <b>£177,653</b>             | £182,094   | £186,646   |
| <b>Ipswich all Joint Service Costs</b>  | <b>£874,502</b>             | £862,825   | £851,779   |
| <b>Colchester all Joint Service Costs</b>   | <b>£956,347</b>             | £946,297   | £936,916   |
| <b>Joint Service Total Costs</b>  | <b>£1,830,848</b>           | £1,809,122 | £1,788,694 |

### 3.2 Schedule of payments

3.2.1 The Annual Contribution (rounded up or down to the nearest £100) for the year 1 April 2007 to 31 March 2008 shall be:

**Ipswich: £874,502**

**Colchester: £956,347**

3.2.2 Ipswich shall pay its annual contribution to Colchester in four equal quarterly instalments payable on the following dates:

<sup>1</sup> At the time of writing this final figure is still to be calculated but it a reasonable estimate based on the 06/07 budget – actual figure will be added prior to the final agreement

## **Joint Committee Agreement – Final**

- 1<sup>st</sup> April
- 1<sup>st</sup> July
- 1<sup>st</sup> October
- 1<sup>st</sup> January

### **3.3 Insurance**

- 3.3.1 The costs of Public Liability Insurance and employee insurance will be met within the cost of the joint museum service and so is contained within the contributions as set out in 3.1
- 3.3.2 In relations to buildings insurance and collections insurance it is the responsibility of both Councils separately to ensure that the insurance cover that they feel is appropriate is provided. Consequently the insurance cost for buildings and collections shall not be charged to the Joint Museums Account.
- 3.3.3 Colchester shall comply with any request made by Ipswich for the purpose of facilitating the procurement, administration and maintenance of any insurance relating to the museum service.

### **3.4 Accounting**

- (a) Colchester shall maintain a ring fenced cost centre within its general fund to be referred to as the Joint Museum Account. The account shall include:
- i. money paid by Ipswich to Colchester under this agreement
  - ii. money approved to be transferred into the account by Colchester as part of its annual budget setting process (which for the 2007-8 year shall be the amount set out in paragraph 3.2.1).
  - iii. Income received by Colchester with respect to the Joint Museums Service.
  - iv. Expenditure incurred by Ipswich or Colchester with the consent of the Joint Committee on the direct provision of the Joint Museums Service (but not expenditure which this agreement prevents from being charged to the Joint Museums Account).
  - v. Other expenditure incurred by Ipswich or Colchester other than on direct provision of the Joint Museums Service but which is properly chargeable to the Joint Museums Service in accordance with proper accounting practices.
  - vi. Expenditure on any legal claim brought against the joint museums service (whether against the Joint Committee or Colchester or Ipswich and whether or not arising out of premises).

## **Joint Committee Agreement – Final**

- (b) Colchester shall ensure that money paid or transferred into the Joint Museum Account is only applied to the expenses of the Joint Museums Service and shall not transfer or pay any money out of the Joint Museum Account except in accordance with this agreement or with the written permission of Ipswich.

### **3.5 Budget Surplus or Deficit**

In the context of a net budget of close to £1.82 million it will be impossible to achieve an end of year result that is exactly on budget, though the objective will be to be within budget. It is therefore agreed that:

- a) If any variance is less than £100,000 then it may, except in the last year of this agreement) be carried forward to the next year.
- b) If any variance exceeds £100,000 Partner Authorities may agree that the surplus or deficit is to be eliminated by making an adjustment to the annual contribution.

### **3.6 Transitional Savings**

Both Colchester and Ipswich Borough Councils have mechanism to make savings in relation to employee costs during the financial year. In the case of the joint museum service it would however not be acceptable for Colchester as the employing body to unilaterally take a transitional employee saving from the joint museum service. The budget is created by contributions from two partners on an agreed level of funding from each. Consequently it is agreed that:

- If any employee savings occur during the financial year it is only through the Joint Committee that a decision could be taken about how this could be transferred back to one or both of the Partner Authorities as a transitional saving.

### **3.7 Setting the Budget for the Joint Service**

In 2008 and subsequent years of this agreement, Ipswich and Colchester shall, when they each set their annual general fund budget, fix the amount that they commit to pay or transfer into the Joint Museum Account (“the Annual Contribution”) during that financial year, and in recommending the final contribution to their council, each party’s Executive shall have regard to any recommendations made by the Joint Committee.

### **3.8 Capital Expenditure**

- 3.8.1 The Joint Committee may from time to time seek capital funding from either or both of the Partner Authorities in accordance with either of the Partner Authorities’ capital approval process. Any capital monies which

## **Joint Committee Agreement – Final**

are spent on the joint museum service may be spent only on the purpose for which it was approved by the Partner Authority who paid it.

3.8.2 Any Partner Authority may at any time require the repayment of any money paid by that authority to Colchester for the purposes of the Joint Committee which either:

- a) the money has not been spent; or
- b) no legal obligation which commits the Authority to spend that money has been entered into.

## **4. Governance Arrangements**

### **The Joint Committee**

4.1 Colchester and Ipswich (“the Partner Authorities”) have decided to form a joint committee (“the Joint Committee”) as the appropriate framework under Sections 101 and 102 of the Local Government Act 1972 section 20 of the Local Government Act 2000 and the Local Authorities (Arrangement for the Discharge of Functions) (England) Regulations 2000 (as amended) and any other enabling legislation.

4.2 The Partner Authorities have agreed:

- (a) to form a Joint Committee with effect from 1 April 2007 to be known as the “Colchester and Ipswich Joint Museums Committee” and which is referred to in this agreement as “the Joint Committee”;
- (b) to agree and monitor the strategy and policy framework; and
- (c) for the functions set out in section 2 of this agreement to be delegated to the Joint Committee and be discharged by the Joint Committee on behalf of their authority.
- (d) that the Joint Committee is authorised to delegate any of its functions to any officer of any of the Partner Authorities.

4.3 This Agreement, and any future amendments to it, have been (or will be in the case of future amendments) put before a meeting of the executive of each of the Partner Authorities and has been (or will be) adopted by each such Partner Authority committing that authority to membership of the Joint Committee and to the terms and conditions of this agreement.

4.4 This Agreement is without prejudice to each Partner Authority’s other powers and responsibilities for their respective areas but each Partner Authority agrees that it will not exercise its functions in relation to the functions of the Joint Committee except:

- (a) via the Joint Committee

## **Joint Committee Agreement – Final**

- (b) via powers delegated to an officer by the Joint Committee; or
- (c) after consulting the other Partner Authority.

## **5. Constitution of the Joint Committee**

### **5.1 Membership**

- 5.1.1 The membership of the Joint Committee will comprise of 4 members (“Committee Members”), two appointed by each of the Partner Authorities which will initially be each Partner’s Portfolio Holders whose responsibilities include Leisure and Finance. In addition each Partner Authority may appoint a substitute who may attend meetings of the Joint Committee in the absence of one of that authority’s Committee Members. No councillor may serve as a Committee Member or a substitute unless they are a member of the Partner Authority’s Executive.
- 5.1.2 The term of office of each Committee Member shall be determined by the Partner Authority appointing them, provided that for the duration of their appointment they remain a member of the Executive of their Partner Authority and have been appointed by the Partner Authority to be or remain a Committee Member.
- 5.1.3 Each Partner Authority shall notify the Clerk of the Committee of the name and contact details of its Committee Members and Substitute Members.
- 5.1.4 A Partner Authority may change its appointed Committee Members at any time provided that written notice of any such change is given to the Clerk to the Joint Committee, taking effect upon receipt. Such written notice may be given by electronic mail.
- 5.1.5 Each Partner Authority may send appropriate officer(s) to meetings of the Committee (or any Sub-Committee) to support its Committee Members.
- 5.1.6 Each Partner Authority through either its Partner Authority Member shall have one vote at meetings of the Committee or any Sub-Committee.
- 5.1.7 All voting shall be by a show of hands, unless the provisions of paragraph 5.1.8 below apply. Any question coming before the Joint Committee shall be decided by a simple majority of those present and voting.
- 5.1.8 Recorded votes shall be taken if requested by any Committee Member, and any Member shall have the right to have the way he voted (or abstained) recorded in the minutes.

## **Joint Committee Agreement – Final**

### **5.2. Support to the Joint Committee**

5.2.1 The Clerk to the Joint Committee shall be a senior officer of the Ipswich Borough Council as nominated from time to time by Ipswich in writing to the Chairman.

5.2.2 The functions and responsibilities of the Clerk to the Joint Committee shall be as follows:-

- (a) to make all necessary arrangements for the convening of meetings of the Joint Committee and any Sub-Committees;
- (b) to provide, or, where necessary, procure the provision of, all necessary advice on the technical, legal and financial implications of matters under consideration by the Joint Committee or relevant to the Committee 's functions;
- (c) to bring to the attention of the Joint Committee matters which are relevant to the Committee 's functions and which merit consideration by the Joint Committee ;
- (d) to arrange for the taking and maintenance of minutes of meetings of the Joint Committee and any Sub-Committee s, and ensure that the business of the Joint Committee at its meetings is conducted in accordance with legal requirements;
- (e) to manage and co-ordinate the day-to-day affairs of the Joint Committee and its administrative support.

5.2.3 The business address for all communications relating to the administration of the Joint Committee's affairs shall be:

“[Marked for the attention of the Clerk to the “Colchester and Ipswich Joint Museums Committee”

### **5.3. Meetings of the Joint Committee**

5.3.1 The Joint Committee will meet at least four times in every municipal year. The 2007-2008 meetings are scheduled for: June 2007; October 2007; January 2008; and March 2008. These timed meetings are designed to: allow budget proposals for the joint museum service to be fitted in the annual budget setting processes for both organisations, with a draft budget presented in October and the final budget agreed in January; allow forward plans to be approved in March; and to fit around the May elections. This does not preclude other meetings being held throughout the year as required.

5.3.2 At each Annual General Meeting the Committee shall determine and approve the programme of meetings to take place over the following year.

## **Joint Committee Agreement – Final**

- 5.3.3 The Chairman may call other meetings as necessary in addition to those set out in the schedule of meetings approved at the relevant Annual General Meeting provided each Partner Authority approves the date and time of any such additional meetings.
- 5.3.4 The Chairman may cancel / rearrange a meeting if there is insufficient business to justify this being held or if other circumstances make it appropriate for this to be held at a different date/time, provided each Partner Authority agrees to the cancellation of any meeting and approves the date and time of any rearranged meeting.
- 5.3.5 The first meeting of the Committee on or after 1 June in any year shall be the Annual General Meeting at which the Chairman, Vice-Chairman and any Sub-Committees of the Committee shall be appointed, but nothing in this paragraph prevents the Committee establishing a Sub-Committee at any other time.
- 5.3.6 The Committee shall appoint the posts of Chairman and Vice-Chairman of the Committee each year at the Annual General Meeting.
- 5.3.7 The quorum for a valid meeting of the Committee shall be three.
- 5.3.8 The chair of the Committee will be alternated between both Partner Authorities. In the second and subsequent years of the Committee's operation the Chairman shall be a Committee Member appointed by a different Partner Authority from the previous year's Chairman.
- 5.3.9 The meetings of the Joint Committee will alternate between venues in Colchester and Ipswich, and so if one is held in Colchester then the next will be held in Ipswich.
- 5.3.10 A printed copy of the summons, the agenda for each meeting, any relevant reports and the minutes of the previous meeting shall be despatched by the Clerk of the Committee, at least five (5) clear days before such meeting to each Committee Member.
- 5.3.11 At the same time, such papers will also be despatched to:
- (a) the Proper Officer of each Partner Authority
  - (b) chairman of each of the Partner Authority's Overview and Scrutiny Committee with responsibility for scrutiny in respect of museums and/or finance matters and to the chief executive of each Partner Authority or such other senior officer of a Partner Authority as may be nominated in writing by a Partner Authority to the Clerk of the Committee ; or
  - (c) such other addressees as a Partner Authority may nominate in writing from time to time to the Clerk of the Committee .
- 5.3.12 The summons shall contain notice of all business, except urgent business, which is required to be brought before the Committee either

## **Joint Committee Agreement – Final**

in the ordinary course of business, or which is brought by the Chairman, the Vice-Chairman or the Clerk of the Committee.

5.3.13 Meetings of the Committee will be open to the public and press except where the Committee resolve that the press and public be excluded (which may only be during consideration of items containing confidential or exempt information within the meaning of the Local Government Act 1972).

5.3.14 Minutes of the Committee shall (subject to the provisions of paragraph 5.3.13 above) be available to the public and press as though they were minutes of a meeting of a Partner Authority.

5.3.15 The Chairman in consultation with the Vice Chairman or a Partner Authority may invite any person to attend a meeting of the Committee for the purpose of making a presentation, or participating in discussion, on any item relevant to the Committee's functions where that person is able to provide a professional or commercial viewpoint, which the Chairman or the Partner Authority considers would be of assistance to the Committee.

### **5.4. Decision Level**

5.4.1 The Joint Committee will be responsible for:

- (a) Agreeing the Three Year Development Plans for the combined museum service.
- (b) Agreeing all new, or revised, policies (such as Collections and Acquisition and Disposal Policies)
- (c) Agreeing level of service provision as agreed through the annual budget setting process and as set out in the Joint Committee Agreement
- (d) Annually agreeing the level of fees and charges pertaining to the joint museum service but not including a decision to introduce a general charge for admission (see 2.5.3.ii)
- (e) Agreeing annual budget proposal to be made to the Executive (or Cabinet) for final approval
- (f) Making budget decisions related to the use of/funding of end of year surplus or deficit situations and transitional employee savings
- (g) Key issues such as continuing as a member of the East of England Hub and other partnership arrangements with all the benefits and commitments that that entails.

## **Joint Committee Agreement – Final**

- (h) Functions under ss12-20 of the Public Libraries and Museums Act 1964, section 111 of the Local Government Act 1972 and section 2 of the Local Government Act 2000.
- (i) Delegating any of the functions of the Joint Committee to an Officer of Ipswich or Colchester provided that the Joint Committee may not delegate:
  - i. The functions referred to in 5.4.1(a)-(h) above;
  - ii. Any decision to cease to provide any of the baseline services in section 2 of this agreement.

5.4.2 The Joint Committee will not have responsibility for staffing decisions but the Partner Authorities agree that the appointment of a replacement for the most senior employee in the joint museums service will be carried out in consultation between both Partner Authorities and a representative from Ipswich shall be invited to attend the final interview.

5.4.3 The parameters for operational details will be set by the annual Joint Committee Agreement and the three year development plan (initially in 2007/2008 by a one year interim plan), and within this framework operational implementation and decisions will be taken by the appropriate officers.

### **5.5. Monitoring and Assessment**

5.5.1 The Joint Committee will be responsible for monitoring and assessing the joint museum service in terms of its:

- (a) General performance as measured by a range of indicators such as financial performance, visitor figures, income, Best Value Performance Indicators, Satisfaction levels, funding leverage, key achievements etc
- (b) Performance in carrying out this Agreement
- (c) Progress in fulfilling the three year development Plan (during 2007-2008 the joint museum service will be covered by an interim one year development plan only)

5.5.2 It will also receive presentations and progress reports on key issues and notable projects.

### **5.6 Scrutiny Arrangements**

5.6.1 The decisions made by (and, for the avoidance of doubt, not mere recommendations of) the Committee shall be subject to the Overview and Scrutiny arrangements of each Partner Authority.

5.6.2 Decisions or actions of the Joint Committee shall be notified to the Proper Officer of each Partner Authority together with all those to whom

## **Joint Committee Agreement – Final**

agenda papers etc are despatched in accordance with this agreement within seven (7) Working Days of the decision being reached or the actions being taken, as the case may be

- 5.6.3 The Joint Committee Members and their officer advisers shall fully cooperate with the relevant Overview and Scrutiny Committee of the Partner Authorities and shall, where requested, attend any meeting of any relevant Overview and Scrutiny Committee.

### **Call in**

- 5.6.4 Any decision or action of the Joint Committee may be called in for scrutiny by members of a Partner Authority. A decision is called in by members of a Partner Authority in the same way in which they would call in a decision of that Partner Authority's Executive except that:
- (a) decision may not be called-in after 5pm on the 5<sup>th</sup> working day after the date upon which the decision is published.
  - (b) a call in of such a decision or action can only be made if the decision or action concerned affects the Partner Authority whose membership wishes to call in the decision or action.
- 5.6.5 Once a decision is called in it may not be implemented until the Scrutiny Arrangements of the Partner Authority whose membership has called in the decision or action has been completed. Where a Scrutiny Committee or a full Council makes recommendations to the Joint Committee the Joint Committee shall arrange for the decision to be reconsidered in the light of comments made by the Committee or the full Council and the final decision of the Joint Committee shall not be subject to call in.
- 5.6.6 The call-in procedure set out above shall not apply where the decision or action being taken by the Joint Committee is certified by the Joint Committee as urgent.
- 5.6.7 A Scrutiny Committee must notify the Joint Committee if it includes in its work programme any aspect of policy development or review relating to the work or functions of the Joint Committee.
- 5.6.8 Where a Scrutiny Committee has formed recommendations on proposals for development, a Scrutiny Committee shall prepare a formal report and submit it for consideration by the Joint Committee.
- 5.6.9 The Joint Committee shall consider the report of a Scrutiny Committee within fifteen (15) Working Days of it being submitted to the Clerk of the Joint Committee and shall issue a formal response to such a report.
- 5.6.10 Where any Partner Authority Member or officer is required to attend a Scrutiny Committee, the Chairman of that Committee will inform the Monitoring Officer of his own authority.

## **Joint Committee Agreement – Final**

- 5.6.11 That Monitoring Officer shall inform the Partner Authority Member or officer in writing giving at least ten (10) Working Days notice of the meeting at which he is required to attend, such notice to state the nature of the item on which he is required to attend to give account and whether any papers are required to be produced for the Scrutiny Committee.
- 5.6.13 Where the account to be given to the Scrutiny Committee will require the production of a report, then the Partner Authority Member or officer concerned will be given sufficient notice to allow for preparation of that documentation.
- 5.6.14 Where, in exceptional circumstances, the Partner Authority Member or officer is unable to attend on the required date, then the Scrutiny Committee shall in consultation with the Partner Authority Member or officer arrange an alternative date for attendance which shall be as soon as practicable in relation to the original date specified.
- 5.6.15 If, having considered the decision or action, a Scrutiny Committee is concerned about it, then it may refer it back to the Committee for reconsideration, setting out in writing the nature of its concerns. If referred back to the Committee for reconsideration the Committee will have a further seven (7) Working Days to consider whether to amend the original decision or revise the original action taken before reaching a final decision or taking final action.
- 5.6.16 The operation of the provisions relating to call-in and urgency shall be monitored annually by the Clerk of the Committee, and a report submitted to the Committee with proposals for review if necessary.

### **5.7 Conduct and expenses of members**

- 5.7.1 All Committee Members shall observe at all times the provisions of the Code of Conduct adopted by their Authority.
- 5.7.2 Each Partner Authority shall be responsible for meeting any expenses to which any Joint Committee Member or officer appointed by them, as its representative, is entitled as a result of their attendance at duly authorised meetings.

### **5.8. Liability of Joint Committee members**

- 5.8.1 Committee Members appointed by the Partner Authorities shall have the same responsibilities and liabilities as those which apply when sitting on other Committees and bodies as appointed representative on behalf of their authority.
- 5.8.2 Where any contractual arrangements are authorised by the Joint Committee, any liabilities arising under those arrangements will rest with the relevant Partner Authority.

## **Joint Committee Agreement – Final**

5.8.3 Indemnification for any liabilities which do arise is a matter between the Committee Member and their appointing authority/body

## **6. Dissolution Arrangements**

### **6.1 Criteria**

- 6.1.1 Either party may terminate this agreement on the expiry of six months' written notice terminating on 31 March in any year.
- 6.1.2 Either party may terminate this agreement if the other commits a fundamental breach of this agreement.
- 6.1.3 Either party may terminate this agreement with immediate effect if the other Partner Authority, without the consent of the other, sets its Annual Contribution at a level which is
- (a) Less than 90% of the amount recommended by the Joint Committee
  - (b) Less than 90% of the previous year's contribution.
- 6.1.4 The Partner Authorities may agree alternative termination arrangements.
- 6.1.5 The provisions of section 6 of this agreement shall survive the termination of the agreement.

### **6.2 Financial liability on dissolution**

- 6.2.1 At the end of this agreement Colchester shall as soon as practical draw up accounts showing the financial out-turn of the Joint Museums Account.
- 6.2.2 The Joint Museums Service shall be managed so that as the final out-turn of the Joint Museums Account is as close to zero as possible.
- 6.2.3 Any surplus or deficit on the Joint Museums Account shall be settled/distributed in the following shares:

Ipswich 50% : Colchester 50%

### **6.3 Transfer of Staff**

- 6.3.1 In this paragraph "Ipswich's New Provider" means the person operating Ipswich's museums from the date upon which this agreement terminates (and Ipswich's New Provider may be Ipswich).
- 6.3.2 All employees who, during the last year of operation of this agreement, spent more than 50% of their time on issues specifically relating to Ipswich's museums shall transfer to Ipswich's New Provider.

## **Joint Committee Agreement – Final**

6.3.3 Other employees shall continue to be employed by Colchester, unless the parties agree otherwise.

6.3.4 Colchester shall use all reasonable endeavours to ensure that their employees co-operate with Ipswich's New Provider for a period of 1 year after the termination of the agreement in order to effect a seamless transfer of Ipswich's museums' to Ipswich's New Provider.

6.3.5 For the purpose of facilitating the transfer of any person's employment from Colchester to Ipswich's New Provider Colchester shall supply to Ipswich promptly on request such information as Ipswich shall reasonably require (including information required under TUPE legislation) in order to facilitate the transfer of employees from Colchester to Ipswich's New Provider.

### **6.4 Artefacts**

6.4.1 Subject to 6.4.2, when this agreement ends for any reason, any artefacts which belong to one Partner Authority but which are in the custody of the other Partner Authority shall, if requested, be returned to the owner.

6.4.2 Where this agreement ends and artefacts are stored by one party on behalf of the other party, then to the extent that those artefacts are not collected by the owner within 1 month from the date of termination, the storing party shall continue to store the artefacts for 1 year from the date of termination, subject to the payment of reasonable storage charges by the owner.

### **6.5 Other Assets and property**

6.5.1 Title to the following property shall be transferred to Ipswich on the termination of this agreement:

(a) All property belonging to Colchester which is or used at in Ipswich's premises (other than temporarily) on the termination of this agreement

(b) All property belonging to Colchester to the extent that it relates to Ipswich's museums or collection (including the relevant part of any collections records.

'property' includes plant, software licenses and operating leases

6.5.2 All property belonging to Ipswich but in Colchester's possession shall be returned to Ipswich immediately upon termination.

6.5.3 Colchester shall promptly supply Ipswich with a copy of all intellectual property which belongs to Ipswich or which Ipswich is entitled to use

## Joint Committee Agreement – Final

(such copy to be supplied in such format as Ipswich shall reasonably require).

- 6.5.4 Colchester shall provide reasonable assistance with the installation of any software on any computer equipment.
- 6.5.5 The duties in paragraph 6.5.4 shall continue for one year from and after the date of termination.
- 6.5.6 If plant equipment or services has been purchased for the use (directly or indirectly) of both Ipswich and Colchester's museums then the parties shall sell the equipment and split the proceeds of sale in the percentage in which the Joint Museums Account is to be split between Ipswich and Colchester.

## 7. Review

- 7.1 The Partner Authorities shall keep this agreement under review. The Joint Committee may from time to time make recommendations about changes to the agreement.
- 7.2 The Partner Authorities shall:
- a) Consider any recommendations for changes to the agreement made by the Joint Committee.
  - b) Consider any proposals for change made by the other party (after taking account of any views expressed by the Joint Committee).
  - c) Co-operate with each other and the Joint Committee in the undertaking of reviews of this agreement.
  - d) Any changes to this agreement shall be recorded in writing signed on behalf of Ipswich and Colchester.

The common seal of                    )  
Ipswich Borough Council            )  
was hereunto affixed                )  
in the presence of                    )

Authorised Officer

Authorised Officer

The common seal of                    )  
Colchester Borough Council        )  
was hereunto affixed                )  
in the presence of                    )

Mayor

## **Joint Committee Agreement – Final**

Proper Officer