

AN AGREEMENT  
relating to the provision of a  
Joint Archaeology Service

Kingston upon Hull City Council

and

The East Riding of Yorkshire Council

North Lincolnshire Council

Peter Barker  
Head of Law and Administration  
Kingston upon Hull City Council

THIS AGREEMENT is made the 29<sup>th</sup> day of March 1996 BETWEEN Kingston upon Hull City Council (the Lead Authority) of the first part and The East Riding of Yorkshire Council and North Lincolnshire Council of the second part (the Partner Authorities)

WHEREAS

- (a) legislation was passed in 1995 providing for the abolition of Humberside County Council and the District Councils then existing within the County of Humberside and for the transfer of the functions of those Councils to successor Authorities
- (b) the parties hereto agree that the Service which is the subject of this agreement should be provided to the Partner Authorities by the Lead Authority

NOW THIS AGREEMENT WITNESSES as follows:

THE SERVICE

- 1.(a) The Lead Authority shall provide for itself and to each Partner Authority the Service set out in Part 1 of the Schedule
- 1.(b) The Service may be varied at the start of each financial year after consultation with the Partner Authorities by the Lead Authority giving one month's notice to each Partner Authority

STAFFING

- 2. (a) The staff of the Partner Authorities and the staff of the Lead Authority to be used in the provision of the Service shall be as set out in Part 2 of the Schedule. Each Authority will make available to the Lead Authority the staff as indicated and will provide replacements to meet the needs of the Joint Archaeology Service where any staff leave the employ of their respective employer. The Lead Authority and the Management Committee shall be consulted on the appointment of replacement staff
- (b) Notwithstanding the fact that such staff are used in the provision of the Service all rights and liabilities in respect of the staff shall remain with the Authority which is their employer

## FEES FOR THE SERVICE

3. (a) The fees for the Service shall be as set out in Part 3 of the Schedule to this Agreement but may be varied at the start of each financial year after consultation with the Partner Authorities by the Lead Authority giving one month's notice to the Partner Authorities or as provided for below
- (b) Each Partner Authority shall pay within twenty-eight days of being invoiced the amount due from it as calculated in accordance with the Schedule and each Partner Authority will be invoiced quarterly in advance
- (c) The Lead Authority shall use its best endeavours not to make any profit itself in the provision of the Service and any profit that it does make shall be used so far as practicable to reduce the cost of the Service in the financial year following that in which the profit was made
- (d) The Lead Authority shall use its best endeavours not to make any loss itself in the provision of the service but any loss it does make may be made up by an increase in the fees for the Service as provided for in 3(a) above

## PROPERTY

4. The property to be used in the provision of the Service which has been vested in the Lead Authority by a separate Agreement is known as The Old School, Northumberland Avenue, Kingston upon Hull including the fixtures fittings equipment and apparatus therein

## DURATION AND TERMINATION

5. (a) This Agreement will operate for a minimum period of 12 months from the 1st April 1996 and thereafter from year to year unless any Authority gives notice in writing to the other Authorities before the 31st October to terminate the Agreement with effect from the 31st March in the following calendar year
- (b) Notwithstanding 5(a) above the Lead Authority may, without prejudice to any other of its rights, cease to provide the Service to a Partner Authority if it fails to pay the amount invoiced for the Service as required in 3(b) above

(c) Notwithstanding termination of this Agreement the Partner Authorities shall remain liable to pay any sums due under this Agreement

(d) The Lead Authority and the Partner Authorities shall not be liable for any loss or damage or difficulty whatsoever that may arise from the termination of this Agreement

#### SET-OFF

6. The Lead Authority shall have the right to set off any sum due to it under this Agreement against any other sum it may owe to a Partner Authority under any other arrangement

#### LIABILITY

7. The Lead Authority shall not be liable to any of the Partner Authorities for any loss or damage suffered by a Partner Authority or for claims against a Partner Authority unless such loss or damage or claim is due to the negligence of the Lead Authority

#### ARBITRATION

8. (a) Any disputes or differences arising between the Lead Authority and any of the Partner Authorities as to this Agreement shall be referred to a single arbitrator to be agreed upon by the parties or otherwise in accordance with the provisions of the Arbitration Acts 1950 and 1979 to the determination of a person nominated by the President of the Chartered Institute of Arbitrators
- (b) The costs of the Arbitrator shall be divided in equal proportions between all of the authorities participating in the arbitration and each party shall bear its own costs of the arbitration

IN WITNESS WHEREOF the parties hereto have executed this Agreement as a Deed the day and year before written

Signed on behalf of the Kingston upon Hull City Council



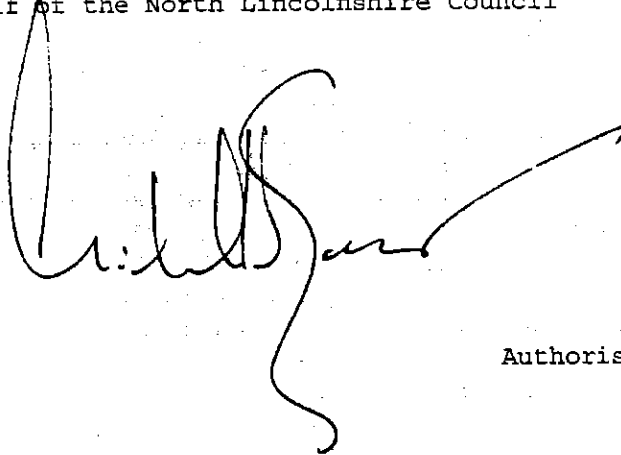
Authorised Signatory

Signed on behalf of the East Riding of Yorkshire Council



Authorised Signatory

Signed on behalf of the North Lincolnshire Council



Authorised Signatory

**SCHEDULE**

**PART 1**

**HUMBER ARCHAEOLOGY PARTNERSHIP  
JOINT MANAGEMENT ARRANGEMENT**

**1. AIMS.**

The aims of the Joint Management Arrangement are to complement the provision of archaeological services by the Lead and Partner Authorities specifically by:

- 1.1. providing an integrated archaeology service of high quality for the East Riding of Yorkshire Council, Kingston upon Hull City Council and North Lincolnshire Council.
- 1.2. providing information and advice to enquirers and researchers on the archaeological heritage within the boundaries of the three Authorities and, in general, beyond
- 1.3. promoting and enhancing the understanding of the local heritage resource and its potential for interpretation.
- 1.4. offering a competitive field archaeology service available to the three Authorities, and to other authorised agencies and developers for projects in the Yorkshire and North Lincolnshire areas.

**2. SERVICE DEFINITION.**

- 2.1. The Humber Archaeology Partnership shall provide an integrated archaeology service which fulfils the Guidance from the Department of National Heritage and the Guidance from the Royal Commission on the Historic Monuments of England concerning archaeological provision (conservation services) within Unitary Authorities. It shall also meet Guidance from the Associations of County and District Archaeological Officers regarding maintenance of integrated archaeological services.
- 2.2. By an integrated archaeology service is meant one which can provide a 'one stop shop' for advice on all aspects of archaeology and which has the in-house ability to undertake research and field projects as required. Such an arrangement has the benefit of maintaining local knowledge and established information systems through existing specialist teams and their supporting Sites & Monuments Records. Through a joint management arrangement between the three Authorities and by enhancing the arrangement by association with Planning Departments and Museum Services, officers and elected members of the three Authorities will have quick and ready access to specialist advice and expertise.

2.3. The services shall include:

2.3.1. Sites and Monuments Record Service - the database of archaeological information.

- Acquisition, evaluation and incorporation of new information into the record.
- The maintenance of record systems and associated archives.
- Provision of information and advice to a range of users, through response to visitor, postal or telephone enquiries.
- Maintenance and promotion of links with local, regional and national organisations.
- Liaison with the Royal Commission on the Historic Monuments of England regarding data standards and recording systems.

2.3.2. Planning policy and development control service.

- Provision of specialist archaeological advice to planning authorities, developers and landowners in respect of planning applications, conservation and other proposed developments.
- Provision of specialist advice to planning authorities for the preparation of strategic and local planning policies.
- Production and validation of specifications and project design briefs for archaeological work required in advance of proposed development schemes.
- Monitoring of archaeological projects to ensure compliance with the design brief by the archaeological contractor.
- Liaison with English Heritage regarding the monitoring of scheduled ancient monuments.

2.3.3. Management advice, information and education service.

- Provision of advice to owners and occupiers of monuments in order to enhance the management and interpretation of the archaeological heritage for the public benefit.

- Promotion of the archaeological heritage within leisure and tourism strategies.
- Provision of a public information service on the archaeological heritage for the general public and specialist researchers.
- Distribution to the general public and promotion of information panels, booklets, information sheets and other publications which present the results of archaeological work.
- Liaison with museum services to develop the interpretation of the archaeological heritage.
- Liaison with Museum Education Services and individual educational establishments to provide advice on and to promote the use of archaeological material.

2.3.4. Field archaeology service.

- Preparation of tenders for field projects.
- Non-destructive survey of archaeological sites and potential sites.
- Evaluation and excavation of archaeological sites in advance of development projects.
- Undertaking of watching briefs on development projects in progress.

2.3.5. Field project analysis, research and publication service.

- Study of the results of, and discoveries made during, field projects.
- Preparation of project reports for client approval and for wider publication and dissemination.
- Synthesis of the results of completed field projects still to be brought to publication standard.
- Preparation of site archives, research archives, plans, drawings and archaeological remains.

2.3.6. Regional artefact and historical research service.

- Research and identification of artefacts for public information, for in-house field projects or on a contract basis to other organisations.
- Specialist expertise in a range of material categories.
- Documentary, cartographic and historical research.

2.3.7. Excavation archive curation and storage service.

- Quality packing and storage of excavation and research archives in advance of transfer to appropriate museums.
- Collation and preparation of two-dimensional archives in advance of copying and transfer.

2.4. In order to maintain a division between the 'curatorial' and 'contractual' elements of the arrangement, the services listed above as 2.3.1, 2.3.2 and 2.3.3 shall be known as The Humber Archaeology Service and those listed as 2.3.4, 2.3.5, 2.3.6 and 2.3.7 shall be known as The Humber Field Archaeology Service.

2.5. The Lead Authority shall provide as a cost of the service the necessary personnel, financial, legal, IT, property maintenance and administrative support services which the Partnership shall require.

2.6. On 1st April 1996 the Service shall be based at The Old School, Northumberland Avenue, Kingston upon Hull, into which the Humberside Archaeology Unit moved in May 1995.

2.7. These premises shall house the core records and archives which are a major research resource and from which advice on both site-based enquiries and strategic issues is derived. The analysis of the results of field projects shall also take place on these premises. Staff shall also be expected to attend meetings held in the field or at clients' own offices. Site monitoring and field projects shall require staff to visit archaeological sites themselves.

3. **MEMBERSHIP.**

3.1. Membership of the Partnership shall be restricted to the East Riding of Yorkshire Council, Kingston upon Hull City Council and North Lincolnshire Council. The Partnership may sell its services to other authorised organisations, authorities and individuals, but they shall not be members of the Partnership.

#### 4. GOVERNMENT.

4.1. The Partnership shall be controlled by those holding membership as defined in 3.1 above. Management of the Partnership shall be vested in a Joint Board and an officer-based Management Committee.

##### 4.2. Joint Board.

4.2.1. The Joint Board shall be responsible for determining the policy and financing of the Partnership.

4.2.2. Membership of the Joint Board shall consist of two Elected Members from each Authority each of whom shall have voting rights. The presence of a representative from each Authority shall constitute a quorum. The two heads of the appropriate divisions within each Authority (i.e. Planning and Museum Services/Leisure) or their delegated officers shall be eligible to attend.

The Joint Board shall be served by the Partnership Manager. Officers shall not hold voting rights at meetings of the Joint Board. In the event of a vote being necessary, Elected Members shall determine a simple majority of members present. Representatives from English Heritage and the Royal Commission on the Historic Monuments of England shall be invited as observers.

4.2.3. The Joint Board shall meet at least twice per year and receive an annual report from the Management Committee and Partnership Manager. Fourteen days clear notice shall be provided before a meeting of the Joint Board is called. A special meeting shall be called following the agreement of two members of the Partnership and giving twenty-eight clear days notice of the meeting.

4.2.4. At each Joint Board meeting details of the levels of income and expenditure and work undertaken shall be provided by the Partnership Manager.

4.2.5. At the first meeting of the Joint Board after 1 April a Chair and Deputy Chair shall be elected to hold office until the next annual meeting. The Chair and Deputy Chair shall be representatives of different Authorities and election to the post of Chair and Deputy Chair shall rotate amongst the three member Authorities on an annual basis, such that each Authority shall hold each post for only one year in three.

4.2.6. The Joint Board shall approve terms under which the joint service may enter contracts necessary to fulfil the objects of the Partnership.

4.3. MANAGEMENT COMMITTEE.

4.3.1. The Management Committee shall be responsible to the Joint Board for:

- The preparation of service specifications and response to client needs.
- The preparation and monitoring of business plans.
- The production of an annual report.
- The day to day operation of the Partnership.
- Any other responsibilities delegated by the Joint Board.

4.3.2. Membership of the Management Committee shall consist of the heads of the appropriate services within each Authority (i.e. Planning and Museum Services/Leisure) or their delegated officers to a maximum of two officers per Authority each of whom shall have voting rights. The Management Committee shall be served by the Partnership Manager. In the event of a vote being taken, the officers shall determine a simple majority of officers present. Representatives from English Heritage and the Royal Commission on the Historic Monuments of England shall be invited as observers.

4.3.3. The Management Committee shall meet at least four times per year. Fourteen days clear notice will be provided before a meeting of the Management Committee is called. A special meeting shall be called following the agreement of two members of the Partnership and giving twenty-eight clear days notice of the meeting.

4.3.4. At each Management Committee meeting details of income and expenditure and of work undertaken shall be provided by the Partnership Manager.

4.3.5. At the first meeting of the Management Committee after 1 April a Chair and Deputy Chair shall be elected to hold office until the next annual meeting. The Chair and Deputy Chair shall be from different Authorities and election to the post of Chair and Deputy Chair shall rotate amongst the three member Authorities on an annual basis, such that each Authority shall hold each post for only one year in three. The Chair of the Management Committee shall not be from the same Authority as the Chair of the Joint Board.

**4.4. USERS' GROUPS AND WORKING PARTIES.**

4.4.1. The Management Committee shall establish Users' Groups and Working Parties to deal with general and specific areas of interest. Such Groups and Parties shall report back to the Management Committee.

**5. STAFFING.**

5.1. The joint service shall be staffed by those personnel agreed in Part 2 of the Schedule as allocated to the joint arrangement by the Partner and Lead Authorities. The head of the joint service shall be the Partnership Manager (also known as the Archaeology Manager) who shall report for matters of day-to-day management and staffing issues to the Assistant Director (Museums, Art Galleries & Archives) in the Leisure Services Department, Kingston upon Hull City Council.

5.2. Whilst staff shall be employed directly by the Lead and Partner Authorities, the advice of the Management Committee and the Partnership Manager shall be sought when considering staff changes, vacancies, appointments, responsibilities and gradings.

**6. PROPERTY & EQUIPMENT.**

6.1. All property and equipment required for the provision of the joint service shall be vested in the Lead Authority.

6.2. All property and equipment acquired to undertake a particular scheme of work shall be held by the Lead Authority on behalf of all the Authorities until the completion of the work when it may be vested in the Lead Authority under the management of the Joint Board.

6.3. The Sites & Monuments Record and excavation archives shall be held by the Lead Authority on behalf of all the Authorities in this agreement. Any decisions about their future transfer shall only be made after consultation with English Heritage, the Royal Commission on the Historic Monuments of England and such other parties as are agreed by the Joint Board.

**7. WITHDRAWAL.**

- 7.1. Any member may withdraw from the Partnership by giving notice of withdrawal in writing to the Chair of the Joint Board and the other members by 31st October for the following financial year. On withdrawal, staff seconded to the Partnership shall return to the employing Authority. Each Authority in the Partnership shall be entitled to a share of the property, equipment, furniture and liabilities of the joint service on the basis of percentage of population. Assets and liabilities shall be determined through the agreement of the appropriate officers of each of the constituent Authorities.
- 7.2. The future of the Sites & Monuments Record, project archives and equipment associated with specific project archives shall only be determined after consultation with English Heritage, the Royal Commission on the Historic Monuments of England and such other parties as are agreed by the Joint Board.

**SCHEDULE  
PART 2**

**HUMBER ARCHAEOLOGY PARTNERSHIP**

**8. STAFF LIST and EMPLOYING AUTHORITY ON 1st APRIL 1996**

Key:   ER    The East Riding of Yorkshire Council  
      KH    Kingston upon Hull City Council  
      NL    North Lincolnshire Council

1	PO	Archaeology Manager	KH
1	Sc6	SMR Officer	ER
2	Sc6	Field Project Officers	1 KH; 1NL
2	Sc4	SMR Assistants	1 ER; 1NL
1	Sc4	Development Control Assistant	NL
3	Sc4	Field Project Officers	KH
1	Sc4	Finds Researcher	NL
2	Sc4	Illustrators	ER
1	Sc2	Clerk	KH

**The East Riding of Yorkshire Council**

Sc6 SMR Officer  
Sc4 SMR Assistant  
Sc4 Illustrator  
Sc4 Illustrator

**Kingston upon Hull City Council**

PO Archaeology Manager  
Sc6 Field Project Officer  
Sc4 Field Project Officer  
Sc4 Field Project Officer  
Sc4 Field Project Officer  
Sc4 Field Project Officer  
Sc2 Clerk

**North Lincolnshire Council**

Sc6 Field Project Officer  
Sc4 SMR Assistant  
Sc4 SMR Development control assistant  
Sc4 Finds researcher

**SCHEDULE  
PART 3**

**HUMBER ARCHAEOLOGY PARTNERSHIP**

**9. FINANCIAL MANAGEMENT.**

- 9.1. The Management Committee shall be responsible for the preparation of the annual budget in consultation with the Partnership Manager and shall submit an annual budget report to the Joint Board.
- 9.2. The Joint Board shall approve the budget of the Partnership, including the fixing of fees and charges and shall determine the level of contribution from each member of the Partnership.
- 9.3. The financial year of the Partnership shall be 1 April - 31 March.
- 9.4. The Joint Board will appoint auditors who shall examine the records and accounts of the Partnership.

**10. INCOME.**

- 10.1. The funding for the Humber Archaeology Partnership shall be provided by the Partner Authorities, the Lead Authority and from external commercial projects.
- 10.2. Once external income has been taken into consideration, the Partner and Lead Authorities shall be liable for the net budget of the Partnership as estimated by the Lead Authority for the appropriate financial year. Additional income within a particular financial year shall be used to offset costs in the subsequent year and loss of income in a particular year shall be made up by an increase in contribution in the subsequent year.
- 10.3. Subject to approval by the Joint Board, the method of calculating the Partnership members' contributions shall use a formula related to:
- population in each Authority
  - mean number of planning applications lodged with each Authority over the previous 3 years

In the first financial year of the Joint Arrangement, both factors shall have equal weighting.

**11. EXPENDITURE.**

The Joint Board shall delegate to the Management Committee and the Partnership Manager decisions on service expenditure.