

*I certify that this is a true
copy of the original document.*

P. J. Lucas

Director of Legal and Administrative Services

Rhondda Cynon Taff CBC

11/4/06

DATED *11 April*2006

BRIDGEND COUNTY BOROUGH COUNCIL
CAERPHILLY COUNTY BOROUGH COUNCIL
CARDIFF COUNTY COUNCIL
MERTHYR TYDFIL COUNTY BOROUGH COUNCIL
RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL
THE VALE OF GLAMORGAN COUNTY BOROUGH COUNCIL

AGREEMENT

REGARDING APPOINTMENT OF JOINT ARCHIVES COMMITTEE
AND PROVISION OF ARCHIVES SERVICES

AGREEJAC

100197

THIS AGREEMENT is made the 11 day of *APRIL* 2006
BETWEEN BRIDGEND COUNTY BOROUGH COUNCIL of Civic Offices,
Angel Street, Bridgend CF31 1LX ("Bridgend") **CAERPHILLY COUNTY
BOROUGH COUNCIL** of Ystrad Fawr, Caerphilly Road, Ystrad Mynach,
Hengoed CF82 7SF ("Caerphilly") **THE COUNCIL OF THE CITY AND
COUNTY OF CARDIFF** of County Hall, Atlantic Wharf, Cardiff, CF1 5UW
("Cardiff") **MERTHYR TYDFIL COUNTY BOROUGH COUNCIL** of Civic
Centre, Castle Street, Merthyr Tydfil CF47 8AN ("Merthyr") **RHONDDA
CYNON TAFF COUNTY BOROUGH COUNCIL** of The Pavilions, Cambrian
Park, Clydach Vale, Tonypany. CF40 2XX ("RCT") and **THE VALE OF
GLAMORGAN COUNTY BOROUGH COUNCIL** of Civic Offices, Holton
Road, Barry CF63 4RU ("VOG") (hereinafter referred to as "the Parties" and
which includes any statutory successors).

WHEREAS

1. (a) The Local Government (Records) Act 1962 empowers all Local Authorities in Wales (i) to make records in their possession available for study and (ii) to contribute towards the expenses of persons looking after local records.
(b) The Local Government Act 1972 Section 224 requires all principal councils to make proper arrangements for the care and preservation of any documents which belong to them or are in their custody and where relevant permits principle councils to discharge functions through Joint committees.
(c) The Local Government (Wales) Act 1994 section 60 requires all new principal councils which includes the parties to make and maintain schemes setting out their arrangements including any shared agreements for the care preservation and management of their records in addition principal councils as established by the Act will be able to buy local records or accept them by way of gift or loan.
2. The Glamorgan Record Office was established by Glamorgan County Council in 1939 and following the Local Government Act 1972 and by

an Agreement dated the Ninth day of January One Thousand Nine Hundred and Seventy Six it operated a Joint Archives Service for the Counties of Mid Glamorgan South Glamorgan and West Glamorgan with duties and responsibilities for collecting, preserving and making accessible records relating to the defunct County of Glamorgan.

3. In accordance with an Agreement dated 17 January 1997 between Bridgend Caerphilly Cardiff Merthyr Tydfil RCT and VOG Glamorgan Record Office provided a Joint Archive Service for the areas for which the parties are the principal council operating through a Joint Committee
4. The Glamorgan Record Office at The Glamorgan Building Cathays Park Cardiff and at County Hall Atlantic Wharf Cardiff has been appointed by the Lord Chancellor as a place of deposit for specified classes of public records in accordance with the Public Records Act 1958 Section 4
5. The Glamorgan Record Office has been appointed by the Master of the Rolls as an official repository for the deposit of manorial and tithe documents in accordance with the Manorial Documents Rules (Statutory Instruments 1959 No. 1399 1963 No. 976 and 1967 No. 963) and the Tithe Rules (Statutory Instruments 1960 No. 2440 and 1963 No. 977)
6. Pursuant to Section 60 the Local Government (Wales) Act 1994 each of the Parties have consulted the Welsh Assembly Government on the schemes by which they have agreed to enter into shared arrangements to fulfil and discharge their statutory obligations for records and archives which schemes are maintained and updated by the parties and are now desirous of continuing the joint archives service called the Joint Archives Service for the areas for which the Parties are the principal councils operating through the Joint Committee hereinafter constituted and using the Glamorgan record Office.

NOW IT IS HEREBY AGREED as follows:-

- 1) (a) **THERE** is hereby constituted a Joint Committee to be called the Glamorgan Archives Joint Committee (hereinafter called "the Committee")
 - (b) **THE** Committee shall provide maintain administer and develop a joint archives service for the Parties
 - (c) **THE** management of the joint archives service shall be undertaken on behalf of the Committee by a duly qualified Archivist from time to time appointed by it who under the direction and supervision of the Committee shall:-
 - (i) Exercise the duties powers and functions of the Parties or any of them or any of their officers under the enactments and agreements and instruments referred to above
 - (ii) comply with national standards for archive keeping as set by recognised authorities including The National Archives (currently requiring adoption of TNA's Framework of Standards and Best Practice Guidelines)
 - (iii) satisfy the requirements of the National Assembly for Wales with regard to archive services
 - (iv) provide the services described in section 60 Agreements and related policies and strategies as agreed by the Parties
 - (v) develop such additional services as may be appropriate to enhance the care preservation and well-being of the records and their availability to the public
-
- 2) (a) The Committee shall provide and administer such accommodation offices and buildings as they may from time to time deem necessary for the purpose of discharging their duties under this Agreement

- 3) (a) The Members of the Committee shall consist of:
 (i) elected members of the Parties as follows:

<u>Authority</u>	<u>No. of Representatives</u>
Bridgend	2
Cardiff	5
Merthyr	1
RCT	4
Caerphilly	2
VOG	2

- (ii) up to six persons with an interest in archives and records who may be co-opted by the Committee for a period no longer than 4 years to make a relevant and appropriate contribution to the Committee's work
- (b) (i) A Chairman will be elected from amongst the members of the Committee to serve for no more than one year at a time
- (ii) A Vice Chairman shall be elected from amongst the members of the Committee referred to in 3(a) above to serve for no longer than a year.
- (iii) No Chairman or Vice Chairman shall be elected for a further term until all the parties have been given the opportunity of being represented in those posts
- (c) (i) The Committee will not meet less than four times a year
- (ii) The first meeting of the Committee shall be held within two months after all members have been appointed by the Parties at their annual meetings.
- 4) (a) **THE** Parties hereby delegate to the Committee all their powers and duties in connection with the care preservation maintenance and management of archives and records except the power of setting a budget or

borrowing money and the provisions of clauses 5 and 6 hereof as they relate to a Party of the Parties

- (b) Only elected members of the Committee shall have the right to vote at Committee meetings
- 5) (a) (i) The Committee shall approve a draft budget for each year and shall submit it to each of the parties for approval in advance not later than the last day of November in the year preceding the financial year for which the draft budget has been prepared applying the formula that the cost of the Joint Archive Service should be borne by the parties in the following proportions ("the proportions"):

Cardiff	32%
Rhondda Cynon Taf	25%
Bridgend	14%
Vale of Glamorgan	12%
Caerphilly	11%
Merthyr	6%

AND each of the parties shall inform the Committee not later than the 12th day of March in each year preceding the financial year for which the draft budget has been prepared that its contribution to the said budget is approved or otherwise

- (ii) The Committee shall only have the power to spend within the agreed budget within any given year
- (b) The Parties proportion of the cost of the Joint Archives Service shall be paid half yearly in advance on the First day of April and the First day of October in each year
- (c) Committee/legal/financial/human resources and payroll support services shall be provided by such of the Parties as they agree save that from the date of occupation of the new building referred to in paragraph 6) (a) below or such earlier date as the parties agree the City and County of

Cardiff will provide those services with the necessary transfer of staff etc.

(d) The costs of the Party or Parties providing the support services in (c) above shall be charged to the Joint Archives Service

6) (a) The terms of this Agreement shall be from the date hereof, until the expiration of a period of 25 years from the date of occupation of a new building to be provided in Cardiff, for the purpose of the Joint Archive Service ("the initial period"). The contract for the provision of the building (including, if permissible under the Act and if so required by the contractor, a certified contract under the provisions of the Local Government (Contracts) Act 1997), will be awarded by the Joint Committee provided that prior to such award each of the Authorities will be notified of the Joint Committee's proposed award of contract and may object in writing to such an award within twenty-eight days of the date of such notification if the costs of the proposed award exceed the costs attributable to that Authority as a proportion of £8.8 million as set out in the Outline Business Case prepared by Atkins in conjunction with Bonvilston, a copy of which is annexed. If one of the parties object as aforesaid the contract will not be awarded unless the objection is withdrawn. If the contract is awarded it will be entered into by the Council of the City and County of Cardiff on behalf of all the parties, and legal title to the building whether leasehold or freehold, shall be in the name of the City and County of Cardiff in trust for the parties. The parties shall contribute to the cost of the provision of the property in the proportions and shall be entitled to the beneficial interest in such leasehold or freehold estate in the property in the proportions and shall be jointly liable in such proportions as if each party were jointly named freehold owners or lessees. It is hereby agreed that the lead authority for VAT purposes in respect of the provision of the building shall be the City and County of Cardiff.

After the initial period this agreement shall continue unless more than 50% of the parties give to the Committee not less than 12 months notice in writing in advance to expire no sooner than 31st March, in any financial year that this agreement shall terminate. As soon as is practicable after the termination date the property shall be sold, and, upon sale the parties shall be entitled to their proportions from the proceeds of sale.

- (b) Where lawful a Party shall have the right to withdraw records (either permanently or temporarily) which:-
 - (i) were created or deposited by the Party or its predecessor, or
 - (ii) lawfully belong to that Party, or
 - (iii) a majority of the Parties agree shall belong to that Party, or
 - (iv) the arbitrator appointed under Clause 9 hereof, has determined shall belong to that Party
- (c) The Parties acknowledge that as a general rule it is undesirable for any record or connected set of records to be split up when doing so would physically damage that record or reduce the value of each part so split. Notwithstanding clause 6 the records of Glamorgan Quarter Sessions and Glamorgan County Council and other indivisible collections shall remain in the custody of the Glamorgan Record Office
- (d) the Committee shall be entitled to retain any records for so long as any money due under Clause 5 remains unpaid

- 7) It is hereby agreed that as RCT has entered into a lease with the University of Cardiff of the Basement Floor Public Search Rooms, strong rooms, conservation workshop, and office accommodation at the former Mid Glamorgan County Hall Cathays Park Cardiff as host authority under the terms of this agreement the Parties hereto agree that they shall be jointly liable under the terms of the lease as if each

party to this agreement were a jointly named lessee under the aforementioned lease and that their liability are in the proportions and shall continue until the termination of the lease.

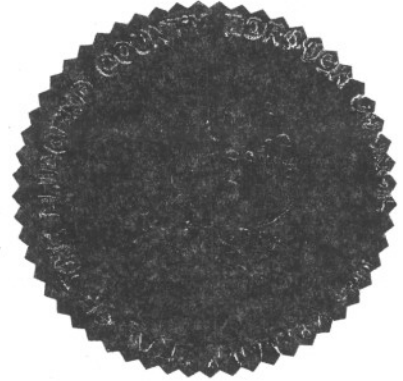
- 8)
 - (a) The staff of the Glamorgan Record Office shall be deemed to be employed by the Party providing human resources and payroll services to the Committee and the cost thereof shall form part of the costs and be met in accordance with the provisions of Clause 5 hereof
 - (b) The terms and conditions of service of such staff shall be the same as for staff employed by the Party referred to in (a) above the Committee reserving the right to amend the conditions of service as and when it deems appropriate
- 9) If any question, dispute or difference shall arise between the parties in respect of the interpretation of this agreement or as to which party a record shall belong, such question dispute or difference shall be determined by a single arbitrator to be agreed upon by such of the parties as are in dispute or failing such agreement to be nominated by the National Assembly for Wales
- 10) For the avoidance of doubt each of the parties to this Agreement agree that from the day hereof the Joint Archives Agreement dated 17 January 1997 and made between Bridgend County Borough Council Caerphilly County Borough Council Cardiff County Council Merthyr Tydfil County Borough Council Rhondda Cynon Taf County Borough Council and the Vale of Glamorgan County Borough Council shall terminate on the date hereof
- [11) A restriction shall be entered into the proprietorship register of title at HM Land Registry in respect of the building that the building be not sold unless in accordance with the terms of this agreement

IN WITNESS whereof this Deed has been executed but remains undelivered
until the day and year first before written

The **COMMON SEAL** of **BRIDGEND**
COUNTY BOROUGH COUNCIL

was hereto affixed in the presence of:

R. O'Sullivan
P. A. Sweeney



The **COMMON SEAL** of **CAERPHILLY**
COUNTY BOROUGH COUNCIL

was hereto affixed in the presence of:

[Signature]
Authorised Officer

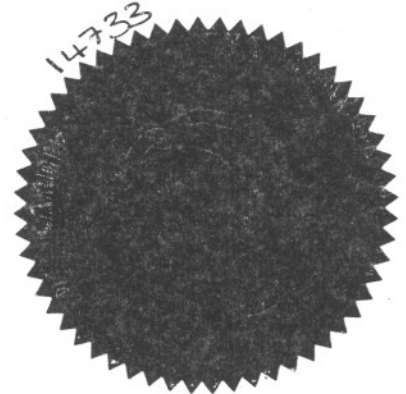


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The **COMMON SEAL** of **THE COUNCIL**
OF THE CITY AND COUNTY OF CARDIFF

was hereto affixed in the presence of:

David Marr
AUTHORISED SIGNATORY

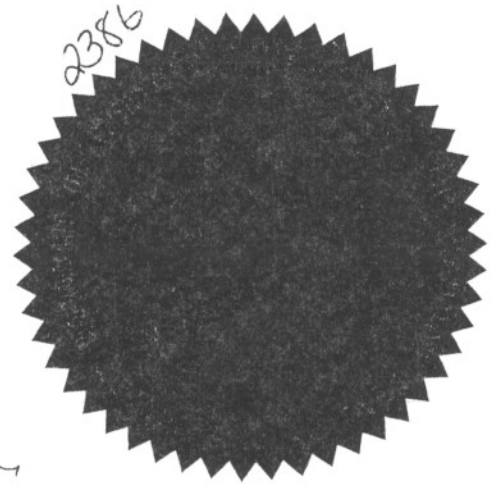


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The **COMMON SEAL** of **MERTHYR TYDFIL COUNTY BOROUGH COUNCIL**

was hereto affixed in the presence of:

C. S. Keady
AUTHORISED SIGNATORY

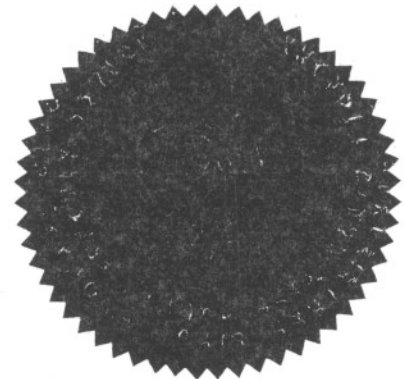


The **COMMON SEAL** of **RHONDDA CYNON TAFF COUNTY BOROUGH COUNCIL**

was hereto affixed in the presence of:

Getha Williams
Authorised Signatory

AUTHORITY	
DEPUTY No.	
USE OFFICE	
TYPE	Delegated
DATE	Out at
BY	Adam
DATE	31.1.06
CHAIRMAN	
VICE CHAIRMAN	
DATE	
BY	Adam



782611

The **COMMON SEAL** of **THE VALE OF GLAMORGAN COUNTY BOROUGH COUNCIL**

was hereto affixed in the presence of:

P. H. Evans



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