

RIBBLE VALLEY BOROUGH COUNCIL REPORT TO COMMUNITY SERVICES COMMITTEE

Agenda Item No.

10

meeting date: 15 MARCH 2011
title: ROEFIELD SERVICE LEVEL AGREEMENT
submitted by: JOHN C HEAP, DIRECTOR OF COMMUNITY SERVICES
principal author: CHRIS HUGHES, HEAD OF CULTURAL & LEISURE SERVICES

1 PURPOSE

- 1.1 To make members aware of Committee's responsibility in negotiating concessionary fees and charges at Roefield under the new operating Agreement.
- 1.2 Relevance to the Council's ambitions and priorities:
 - **Council Ambitions**
This report relates to 'Making People's Lives Safer & Healthier'

2 BACKGROUND

- 2.1 For a number of years, the Council has had a range of service level agreements with Roefield, the main purpose being to promote concessionary use of the facility and, more recently, to agree protocols for use of the Leisure Management System. Such arrangements were part of the annual revenue grant given to Roefield.
- 2.2 It is fair to say that such agreements were based on general principles and rarely contained specific targets/indicators.

3 CURRENT SITUATION

- 3.1 As part of the re-development at Roefield, the Council secured a range of grants and loans in order to fund the capital works.
- 3.2 One of the grants, from Sport England, was a combination of capital and revenue, and had a range of specific outcomes attached to it, mainly relating to participation amongst key target groups. One key aspect was the funding to employ a sports development officer to help with programming and work with target groups.
- 3.3 Because of the new lease arrangements, the standard security requirements of the Sport England funding could not be met, and so, in order for Roefield to keep the funding, the Council agreed to act as accountable body, and, as a result, are equally responsible for meeting the terms of the agreement.
- 3.4 In order to protect the Council's interest, an operating agreement with Roefield has been developed (see enclosed) to ensure that the requirements of the Sport England grant are met.

4 ISSUES

The main issues for this Committee are:

- **The ability of Roefield to meet the participators target set out by Sport England** – in terms of general participation, we are confident that Roefield will meet the targets set as part of their general programming/marketing. There are other areas, such as Health Referrals, where they rely on the Council to refer

clients after they have been through a consultation with one of our referrals officers. At the point of referral, clients can choose from a variety of venues to suit their particular needs. It is, therefore, important, from Roefield's point of view, that pricing is consistent with other venues. At present, this stands at £2.50 per session, and we feel that this is broadly appropriate, as it gives a healthy income to Roefield during off peak times, and is affordable for the vast majority of clients.

- **Other concessionary users** – we are not aware that Roefield operates a 2-tier pricing structure allowing those on low incomes access to activities at reduced prices. Any suggestion should not compromise Roefield's ability to meet their income targets, but members may wish to suggest that some form of concessionary pricing across the centres programme, for those in receipt of benefit should be explored, even if it was restricted to off peak use. In previous agreements, such concessions have included reduced cost play scheme places for low income families.
- **Young People at Risk** – this specifically relates to diversionary activity for young people specifically at risk of anti-social/risk-taking behaviour. Although Roefield has operated a very successful 'Time Out' club for young people, it has not focussed on attracting 'more challenging' young people to participate. Although we recognise that working with such young people is not easy at times, it is a requirement under the Sport England grant and, if closer working relationships can be developed through the Crime Reduction Partnership, then it is hoped inroads can be made.

5 RISK ASSESSMENT

The approval of this report may have the following implications

- **Resources** – none specifically, although the agreement is tied to the wider financial implications between the Council and Roefield.
- **Technical/Legal** – previous agreements have tended to be about confirming the relationship between the two partners. The agreement contained in this report is much more specific and identifies a legal requirement for Roefield to meet the targets identified.
- **Political** – the Council has made a big commitment to help Roefield deliver their expansion plans, both in terms of securing grant aid and providing loans. There is undoubtedly a risk to the Council in doing so, and so it is important that, at an early stage, the Council's future involvement is confirmed and carried through.
- **Reputation** – it is in the best interests of both parties to ensure that Roefield has a financially stable future. It is equally important, however, that the Centre can demonstrate that it actively promotes itself to all sections of the community, particularly to those who currently do not access the Centre.

6 RECOMMENDED THAT COMMITTEE

6.1 Notes the contents of the report;

6.2 Agrees a charge of £2.50 per session for Exercise referral classes for the next twelve months;

6.3 Asks Roefield to propose other areas of concessionary pricing;

6.4 Asks that Roefield meets with representatives from the CSP to explore ways of encouraging 'at risk' young people to use the centre, without creating difficulties for existing users;

6.5 Asks that such proposals be presented at the next meeting of Committee in May.



JOHN C HEAP
DIRECTOR OF COMMUNITY SERVICES

For further information, please ask for Chris Hughes 01200 414479

THIS OPERATING AGREEMENT is made as a Deed the 12th

day of August Two thousand and ten **BETWEEN**

1. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called "the Council") and
2. **RIBBLE VALLEY SPORTS AND RECREATION** of Roefield Leisure Centre, Edisford Road, Clitheroe, BB7 3LA (being a company limited by guarantee company number 04212946 and a registered charity number 1090921) (hereinafter called "the Tenant") and its successors in title and assigns _____
3. Key Deliverables
 - 3.1 This agreement relates to the construction, delivery, development and provision of Sports, Recreation, Leisure and Play facilities provided by the Tenant at Roefield Leisure Centre, Edisford Road, Clitheroe ("the demised premises") details of which are contained in this agreement as follows ("the project") _____
4. Timescale
 - 4.1 The project will commence on the date of this Agreement for the remainder of the term of the Lease _____
5. Service Obligations for the project by the Tenant
 - 5.1 The Tenant covenants with the Council to provide the service obligations of the project as contained in the Schedule
6. Liability
 - 6.1 The Tenant shall be responsible for and have in effect public liability insurance and personal/employers liability insurance in respect of its staff delivering the project _____
 - 6.2 The Tenant shall provide to the Council copies of policies and certificates of insurance prior to commencement of the project _____

6.3 The Tenant shall be responsible for all liabilities arising out of the project including but not limited to liabilities under the Occupiers Liability Acts 1957 & 1984 that relate to the project_____

7. Roles and Responsibilities

7.1 The Tenant shall be responsible for the day to day operation of the project. _____

8. Jurisdiction

8.1 This agreement shall be governed by English law_____

9. Assignment

9.1 This Operating Agreement is co-lateral to the Lease of the demised premises so as to bind successors in title of the Lease and shall not be novated or assigned by the Tenant without the consent of the Council whose decision on the matter shall be absolutely final_____

10. Third Party Rights

10.1 The Contracts (Rights of Third Parties) Act 1999 is hereby excluded from this agreement_____

11. Termination

11.1 This agreement shall not be terminated whilst the Lease is in effect during the term of years of the tenancy created by the Lease

THE SCHEDULE

Service Obligations by the Tenant for the project

The following service obligations have been developed in order to support the Tenant in its aspiration to make its services more widely available and supporting the Council to demonstrate that its investment clearly contributes to its ambition of 'Making Peoples Lives Safer and Healthier'.

In terms of this agreement, Making Peoples Lives Safer and Healthier is linked to the following objectives

- **To reduce the level and perception of crime and disorder** - through the delivery of diversionary activities specifically aimed at young people at risk of offending
- **To increase opportunities for people to access cultural activities** - through outreach programmes targeting non- participants with particular emphasis on those requiring targeted intervention.
- **To improve the health of people living and working in the area** – through providing activity programmes aimed at reducing health inequalities.
- **To improve outcomes for children and young people** – through providing activities that deliver a safe, healthy and positive environment for children and young people.

In terms of specific requirements the Tenant covenants with the Council to provide the project objectives laid down by Sport England and the performance measures laid down by Sport England and the Council –

1. Project Objectives

Accommodate and expand the range of sport and recreation activities to enable a wider cross section of the community to participate in sport and exercise
Provide an organised programme of activity which, in particular, caters for the needs of young people and the over 50's together with family participation. The programme will include new sports not currently available at the demised premises
Expand and develop the existing oversubscribed fitness and aerobics suite with the addition of a mini gym aimed specifically at the over 50's and young peoples market and accommodating special needs via the Fitness for Life scheme.
Develop further junior coaching programmes from foundation courses to clubs and competition.
Make available generous price concessions for key target groups such as those identified as socially and economically deprived
Deliver realistic alternative social experiences for young people by providing them with a healthy, interesting sport environment, helping them realise their worth and understand their role as responsible citizens.

2. Project Measures

KPI	Priority	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5
Participants*	Under 16's	2769	3152	3309	3475	3649	3831
Participants*	Over 45's	622	772	811	851	894	938
Attendances*	Under 16's	12000	12600	13230	13891	14568	15315
Attendances*	Over 45's	2301	2416	2536	2663	2796	2936
Health Referrals*	Male	58	78	82	86	90	95
Health Referrals*	Female	67	87	91	96	101	106
Health Referrals*	BME	2	3	4	5	6	7
Young people at risk*	Living in a deprived area	10	12	14	26	18	20

Ability to Pay**	Concessionary users ***	9	20	30	40	50	60
Ability to pay**	Concessionary attendances	213	300	400	500	600	700
Regular Volunteering *	Over 45's	12	14	15	15	15	15

* Sport England Target

** Council Target

*** Concessionary use as defined under the Council Freedom Card Scheme

Pricing

The Council recognises that pricing and promotion will be key to the Tenant meeting its commitment to include key target audiences. Whilst the Council understands the general pricing is solely a matter for the Tenant, agreement on concessionary pricing is important to ensure it is set at a level that will attract current non-users and is competitive with other venues offering similar services (exercise referral venues).

Fees and charges relating to Exercise Referral activity and other concessionary use will therefore be negotiated with the Council and proposals presented for approval to the Council's Community Committee in January each year to take effect from the start of each financial year.

There will be occasions when Council staff will deliver health/sports development activity at the demised premises. As such sessions will help in meeting the targets set out above it is expected that use of any facilities will be offered at a discounted rate.

Joint Working

In order for the Tenant to achieve its aspirations to extend its customer base to previous non-users it will be important that they engage in existing partnerships/networks. For the purpose of this agreement these include –

- Ribble Valley Youth Forum
- Ribble Valley Sport and Physical Activity Alliance
- Ribble Valley Borough Council Sport/Health Team meetings
- Ribble Valley Crime Reduction Partnership Targeted Youth Support Forum

Monitoring

The Tenant shall provide an annual report to the Council's Community Committee in May of each year. This will report against the targets set out in this Operating Agreement and include an action plan to address any under performing areas.

IN WITNESS whereof the Council and the Tenant have executed this Operating Agreement as a Deed the day and year first before written _____

THE COMMON SEAL of **RIBBLE VALLEY**)

BOROUGH COUNCIL was hereunto affixed)

to this Deed in the presence of:)

Mayor

Chief Executive

EXECUTED AND DELIVERED AS A DEED)

for and on behalf of **RIBBLE VALLEY**)

SPORTS AND RECREATION

A. G. GORNALL

Director

A. G. Gornall

T. MARKLEW

Director/ Secretary

T. Marklew